

## VOLUNTARY ESCROW AGREEMENT

THIS AGREEMENT is dated January 18, 2023

B E T W E E N:

**EACH OF THE UNDERSIGNED SECURITYHOLDERS OF THE CORPORATION**

(the “**Securityholder**” or “you”)

- and -

**WESTERN STAR RESOURCES INC.**, a corporation existing under the laws of British Columbia

(the “**Corporation**”)

- and -

**MARRELLI TRUST COMPANY LIMITED**, a trust corporation with offices at Suite 620, 1111 Melville Street, Vancouver, British Columbia, V6E 3V6

(the “**Escrow Agent**”),

WHEREAS:

- A. the Securityholder is the beneficial holder of common shares in the capital of the Corporation listed in Schedule A to this agreement (the “**Escrowed Shares**”);
- B. the Securityholder has agreed to deposit into escrow the Escrowed Shares, which Escrowed Shares shall be released in accordance with the terms and conditions set forth below; and
- C. the Corporation and the Securityholder wish to appoint the Escrow Agent as escrow agent for the Escrowed Shares in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree as follows:

### **1. Appointment of Escrow Agent**

1.1 The Escrow Agent is hereby appointed, and agrees to act, as escrow agent for the receipt of the Escrowed Shares subject to the terms and conditions of this Agreement.

1.2 The Escrow Agent is hereby authorized and directed to take delivery of the Escrowed Shares in Vancouver, British Columbia pursuant to the terms of this Agreement.

1.3 The Corporation and the Securityholders direct the Escrow Agent to hold the escrow securities in escrow until they are released from escrow under this Agreement.

## **2. Escrow**

2.1 The Securityholder hereby places and deposits in escrow with the Escrow Agent the Escrowed Shares and hereby delivers to the Escrow Agent the certificates identified in Schedule "A" representing the Escrowed Shares. If at any time and for any reason one or more replacement certificates are issued representing the Escrowed Shares or if the Escrowed Shares are converted or exchanged into shares of another class, series or company, the Securityholder agrees to deliver such replacement certificate or certificates, or the certificates representing the shares in another class, series or new company, to the Escrow Agent. While the Escrowed Shares are in escrow, the Securityholder shall be entitled to all rights as the beneficial and registered owner of the Escrowed Shares including, without limitation, the right to vote and to receive all dividends and other distributions in respect of the Escrowed Shares.

2.2 The Escrowed Shares and the beneficial ownership of or any interest in, and the certificates representing, the Escrowed Shares shall not be transferred, gifted, sold, assigned, mortgaged, pledged, hypothecated, alienated, released from escrow, transferred within escrow, or otherwise dealt with in any manner except as expressly provided in Section 3.

2.3 The Securityholder hereby directs the Escrow Agent to retain the Escrowed Shares and the certificates representing the Escrowed Shares and not to do or cause anything to be done to release the Escrowed Shares from escrow or to allow any transfer, gift, assignment, mortgage, pledge, hypothecation or alienation thereof except as expressly provided in section 3.

2.4 The Corporation hereby acknowledges the terms and conditions of this Agreement and agrees to take all reasonable steps to facilitate its performance.

## **3. Release of Escrowed Shares**

3.1 Subject to Section 3.2, the Escrow Agent is hereby authorized and directed to release the Escrowed Shares as follows:

- (a) approximately 1,175,000 of the Escrowed Shares (out of a total of 3,525,000 Escrowed Shares) shall be released on the date that is four months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange;
- (b) approximately 1,175,000 of the Escrowed Shares (out of a total of 3,525,000 Escrowed Shares) shall be released on the date that is eight months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange;

- (c) approximately 1,175,000 of the Escrowed Shares (out of a total of 3,525,000 Escrowed Shares) shall be released on the date that is twelve months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange.
- (d) Despite any other provision in this Agreement, the Escrow Agent is further hereby authorized and directed to release the Escrowed Shares:
- (e) upon receipt of a written direction from the Corporation and the directing the Escrow Agent to release or otherwise deal with the Escrowed Shares in such manner set out therein;
- (f) upon receipt of a notarial copy of an order of a court of competent jurisdiction directing the Escrow Agent to deal with the Escrowed Shares, or any part thereof, in such manner as the court deems fit, which order has not been appealed and which order shall be deemed to be full and sufficient authority to deal with the Escrowed Shares in the manner and on the terms set forth therein; or
- (g) if the Escrow Agent is terminated or resigns as contemplated in subsections 5.1(d) and (e), to the succeeding escrow agent.

3.2 To the extent a release from escrow of Escrowed Shares could result in a fractional Escrowed Share, such fractional Escrowed Share shall only be released from escrow in combination with other fractional Escrowed Shares that would result in a whole number of Escrowed Shares. No fractional Escrowed Shares shall be released from escrow.

3.3 Upon the release from escrow of Escrowed Shares, the Escrow Agent shall deliver as soon as possible to the person(s) entitled thereto share certificates representing the released Escrowed Shares.

3.4 Despite any other provision in this Agreement, the Securityholder shall be permitted to transfer Escrowed Shares, within escrow, to an Affiliate (as such term is defined in the *Business Corporations Act* (British Columbia)) (a "**Permitted Transferee**") without the prior consent or approval of the Corporation. Prior to the transfer of the Escrowed Shares to a Permitted Transferee, the Permitted Transferee shall be required to execute and deliver to the Escrow Agent an assumption agreement substantially in the form attached as Schedule B. After the transfer of Escrowed Shares within escrow as contemplated in this Section 3.5, the Escrowed Shares will remain in escrow and be released from escrow under this Agreement as if no transfer has occurred, on the same terms that applied to the Escrowed Shares before the transfer, and the transferee will be a securityholder of the Corporation. The Escrow Agent will not deliver any certificates representing transferred Escrowed Shares to the permitted transferees under this Section 3.5. The parties to any transfer of Escrowed Shares shall be solely responsible for ensuring that such transfer is permitted under all applicable laws.

#### **4. Reimbursement of Expenses**

The Escrow Agent will be entitled to reimbursement from the Corporation for all reasonable out-of-pocket expenses incurred by the Escrow Agent in connection with the performance of its duties under this Agreement. Nothing contained in this Agreement shall require the Escrow Agent to expend its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, or do anything not expressly provided for herein.

## **5. Duties of Escrow Agent**

5.1 The parties acknowledge and agree that:

- (a) the duties and obligations of the Escrow Agent shall be determined solely by the provisions of this Agreement and, accordingly, the Escrow Agent shall not be responsible except for the performance of such duties and obligations as the Escrow Agent has undertaken in this Agreement;
- (b) the Escrow Agent shall not be responsible for any error in judgement or for any act done or step taken or omitted to be taken by the Escrow Agent in good faith or for any mistake, in fact or law, or for anything which the Escrow Agent may do or refrain from doing in connection with this Agreement except arising out of the Escrow Agent's own gross negligence or willful misconduct;
- (c) if there is any question as to any of the provisions of this Agreement or the Escrow Agent's duties under this Agreement, the Escrow Agent shall have the right to consult with and obtain advice from legal counsel appointed by the Escrow Agent, who may but need not be legal counsel for any of the parties to this Agreement, and the Escrow Agent shall incur no responsibility and shall be fully protected in acting in good faith in accordance with any opinion or instruction of such counsel; if the Escrow Agent's consultation with legal counsel (including an estimate of the fees of such legal counsel) is approved in writing by the Corporation before any such consultation, the Corporation shall pay the reasonable fees, expenses and disbursements of any such counsel so retained by the Escrow Agent;
- (d) the Escrow Agent may resign its trust and be discharged from all duties and obligations under this Agreement by giving not less than 10 days' advance notice to the Corporation and the Securityholder;
- (e) if the Escrow Agent resigns as escrow agent or is removed in accordance with this Agreement, the Corporation shall have the right and obligation to appoint a succeeding escrow agent who, in each case, upon accepting such appointment shall assume all of the obligations and responsibilities and shall be entitled to enjoy the benefits and rights of the Escrow Agent under this Agreement (and, if a successor escrow agent is appointed as provided in this Agreement, the Escrow Agent is to deliver to such successor certificates representing the Escrowed Shares then in its possession upon payment by the Corporation of the Escrow Agent's outstanding fees and expenses, if any);

- (f) the Escrow Agent shall not be required to make any determination or decision with respect to the validity of any claim made by any party or of any denial thereof but shall be entitled to rely conclusively on the terms of this Agreement and the documents tendered to it in accordance with the terms of this Agreement;
- (g) if there is any disagreement between the parties to this Agreement resulting in adverse claims or demands with respect to the Escrowed Shares, the Escrow Agent shall be entitled, at its option, to refuse to comply with any claims or demands on it with respect to the Escrowed Shares as long as such disagreement shall continue, and in so refusing, the Escrow Agent may elect to make no delivery of the Escrowed Shares; in so doing, the Escrow Agent shall not be or become liable in any way to the Corporation or the Securityholder for the Escrow Agent's failure or refusal to comply with such claims or demands;
- (h) if there is any disagreement or apparent disagreement between the parties to this Agreement resulting in adverse claims or demands with respect to the Escrowed Shares or if any of the parties to this Agreement, including the Escrow Agent, are in or appear to be in disagreement about the interpretation of this Agreement or about the rights and obligations of the Escrow Agent or the propriety of an action contemplated by the Escrow Agent under this Agreement, the Escrow Agent may, at its option, or shall by direction of the Corporation or the Securityholder, deposit the Escrowed Shares or any part thereof then in the Escrow Agent's possession with a court of competent jurisdiction in Vancouver, British Columbia and seek instruction or direction from a court of competent jurisdiction, which direction may include a request for an interpleader order and the Corporation and the Securityholder (as the case may be) shall indemnify the Escrow Agent in any such action, interpleader or any other action or proceeding for all costs, expenses and fees in its capacity as escrow agent in connection with any deposit or any action brought in connection with this Agreement;
- (i) the Corporation and the Securityholder acknowledge and agree that the Escrow Agent shall be entitled to represent itself in connection with any legal actions taken in connection with this Agreement;
- (j) the provisions of this Agreement are not intended to and shall not restrict or remove any other rights which the Escrow Agent may have at law or in equity to seek relief or direction from any court of competent jurisdiction in addition to such rights as are expressly set forth herein; and
- (k) upon the Escrow Agent's delivery of the Escrowed Shares, the Escrow Agent shall be automatically and immediately released from all obligations under this Agreement to any other party to this Agreement and to any other person with respect to the Escrowed Shares, other than obligations existing as of the date of such delivery of the Escrowed Shares.

5.2 The parties hereby acknowledge that the Escrow Agent has acted and will continue to act as the solicitors for the Corporation with respect to various matters and agree that the Escrow Agent shall not, by virtue of acting as Escrow Agent under this Agreement, be disqualified from

continuing to act for and represent the Corporation in any manner whatsoever. Despite its duties as Escrow Agent, the parties (other than the Escrow Agent) agree that neither the Escrow Agent's services under this Agreement, nor any provision of this Agreement, whether express or implied, shall restrict or inhibit the Escrow Agent in any way from acting as the Corporation's legal counsel in any action, dispute, controversy, arbitration, suit or negotiation arising under this Agreement or under any other agreement or in any other manner or context whatsoever, whether or not directly or indirectly involving any of the parties to this Agreement.

## **6. Miscellaneous**

6.1 This Agreement may be terminated at any time by and upon written agreement signed by all of the parties and upon delivery to the Escrow Agent of a joint written direction signed by the Corporation and the Securityholder directing the Escrow Agent as to disposal of the Escrowed Shares. Unless so terminated, this Agreement shall automatically terminate upon the final release by the Escrow Agent of Escrowed Shares to the Securityholder in accordance with Section 3.

6.2 Each party shall promptly do, execute, deliver or cause to be done, executed and delivered all such further acts, documents and things in connection with this Agreement as the other parties may reasonably require for the purposes of giving effect to this Agreement.

6.3 This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject-matter hereof and supersedes all prior agreements, undertakings, negotiations and discussions, whether oral or written. For greater certainty, all prior agreements between the Corporation, the Securityholder and the Escrow Agent pertaining to the escrow of any shares of the Corporation held by the Securityholder are hereby terminated and superseded by this Agreement. There are no conditions, warranties, representations or other agreements between the parties in connection with the subject matter hereof (whether oral or written, implied or express, statutory or otherwise) except as specifically set forth in this Agreement.

6.4 No amendment of this Agreement shall be effective unless made in writing and signed by the parties.

6.5 Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

6.6 No waiver by any party of any default, breach or non-compliance by any other party under this Agreement shall operate as a waiver of such party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance by such other party under this Agreement shall operate as a waiver of such party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature). To be effective, any such waiver must be in writing and signed by the party to be bound thereby. No waiver shall be inferred from or implied by any failure to act or delay

in acting by any party in respect of any such default, breach or non-observance or by anything done or omitted to be done by any party with respect thereto.

6.7 This Agreement shall enure to the benefit of and be binding upon the parties and each of their respective heirs, estate trustees, legal personal representatives, successors and assigns.

6.8 The Corporation and the Securityholder shall indemnify and hold the Escrow Agent, its partners, associates, employees and agents harmless against any loss, liability or expense incurred by the Escrow Agent of any nature whatsoever as a consequence of its acting as escrow agent pursuant to the terms of this Agreement save and except for those arising from gross negligence, bad faith or wilful misconduct on the part of the Escrow Agent, its partners, associates, employees or agents in connection with the administration of its duties under this Agreement, such indemnification to include the costs and expenses of the Escrow Agent's defence against any claim or liability in connection therewith. Despite Section 6.1, the provisions of this section shall survive any termination of this Agreement.

6.9 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein without regard to conflict of laws principles.

6.10 The parties hereby (i) irrevocably and unconditionally attorn and submit to the non-exclusive jurisdiction of the courts of the Province of British Columbia with respect to any legal action or proceeding relating to this Agreement; (ii) irrevocably waive and agree not to assert, in any such legal action or proceeding, any objection they may now or hereafter have to the laying of venue of any legal action or proceeding in such courts including, without limitation, any objection that such courts are an inconvenient forum; and (iii) agree not to assert that any judgment or order duly obtained against them in any action or proceeding brought in any such court should not be enforced in any other court which has jurisdiction, by registration of said judgment or order, or by any other means available for enforcement of judgments or orders.

6.11 This Agreement may be executed by the parties by facsimile and in separate counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

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

**WESTERN STAR RESOURCES INC.**

Per: "Anthony Chan"  
Name: Anthony Chan  
Title: Director and CFO

**MARRELLI TRUST COMPANY LIMITED**

Per: "Lisa Cripps"  
Lisa Cripps, President

If the Securityholder is an individual:

Signed, sealed and delivered by **Daniel Luetten** )  
in the presence of: )

L&L Research GmbH )  
Name of Witness )

Address Withheld )  
Address of Witness )

\_\_\_\_\_) )

\_\_\_\_\_) )  
Occupation of Witness )

\_\_\_\_\_  
*"Daniel Luetten"*  
Signature of Securityholder  
**Daniel Luetten**

\_\_\_\_\_  
Signature of Joint Securityholder  
(if applicable)

Signed, sealed and delivered by **Manuel Stuetzel** )  
in the presence of: )

Frank Stuetzel )  
Name of Witness )

Address Withheld )  
Address of Witness )

\_\_\_\_\_) )

\_\_\_\_\_) )  
Occupation of Witness )

\_\_\_\_\_  
*"Manuel Stuetzel"*  
Signature of Securityholder  
**Manuel Stuetzel**

\_\_\_\_\_  
Signature of Joint Securityholder  
(if applicable)

Signed, sealed and delivered by **Susan Lavertu** )  
in the presence of: )

Isabella Carter )  
Name of Witness )

Address Withheld )  
Address of Witness )

\_\_\_\_\_) )

\_\_\_\_\_) )  
Occupation of Witness )

\_\_\_\_\_  
*"Susan Lavertu"*  
Signature of Securityholder  
**Susan Lavertu**

\_\_\_\_\_  
Signature of Joint Securityholder  
(if applicable)



Signed, sealed and delivered by **Spencer Tasker** )  
in the presence of: )

Chen Xi He )

Name of Witness )

Address Withheld )

Address of Witness )

\_\_\_\_\_ )

\_\_\_\_\_ )

Occupation of Witness )

"Spencer Tasker"

Signature of Securityholder

**Spencer Tasker**

\_\_\_\_\_

Signature of Joint Securityholder

(if applicable)

Signed, sealed and delivered by **Christine Wissink** )  
in the presence of: )

Aoerere Susan Newham )

Name of Witness )

Address Withheld )

Address of Witness )

\_\_\_\_\_ )

\_\_\_\_\_ )

Occupation of Witness )

"Christine Wissink"

Signature of Securityholder

**Christine Wissink**

\_\_\_\_\_

Signature of Joint Securityholder

(if applicable)

Signed, sealed and delivered by **Monty Sutton** )  
in the presence of: )

Blake Morgan )

Name of Witness )

Address Withheld )

Address of Witness )

\_\_\_\_\_ )

\_\_\_\_\_ )

Occupation of Witness )

"Monty Sutton"

Signature of Securityholder

**Monty Sutton**

\_\_\_\_\_

Signature of Joint Securityholder

(if applicable)

Signed, sealed and delivered by **Elsie Emes** )  
in the presence of: )

Phil Weber )

Name of Witness )

Address Withheld )

Address of Witness )

\_\_\_\_\_ )

\_\_\_\_\_ )

Occupation of Witness )

"Elsie Emes" \_\_\_\_\_

Signature of Securityholder  
**Elsie Emes**

\_\_\_\_\_  
Signature of Joint Securityholder  
(if applicable)

Signed, sealed and delivered by **Nicholas Rodway** )  
in the presence of: )

Merlee Steele Rodway )

Name of Witness )

Address Withheld )

Address of Witness )

\_\_\_\_\_ )

\_\_\_\_\_ )

Occupation of Witness )

"Nicholas Rodway" \_\_\_\_\_

Signature of Securityholder  
**Nicholas Rodway**

\_\_\_\_\_  
Signature of Joint Securityholder  
(if applicable)

Signed, sealed and delivered by **G. Scott Paterson** )  
in the presence of: )

Chen Xi He )

Name of Witness )

Address Withheld )

Address of Witness )

\_\_\_\_\_ )

\_\_\_\_\_ )

Occupation of Witness )

"G. Scott Paterson" \_\_\_\_\_

Signature of Securityholder  
**G. Scott Paterson**

\_\_\_\_\_  
Signature of Joint Securityholder  
(if applicable)

Signed, sealed and delivered by **Ki Cheung Tin** )  
in the presence of: )

Chen Xi He )  
Name of Witness )

Address Withheld )  
Address of Witness )

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\_\_\_\_\_ )

Occupation of Witness )

"Ki Cheung Tin" )  
Signature of Securityholder  
**Ki Cheung Tin**

\_\_\_\_\_  
Signature of Joint Securityholder  
(if applicable)

Signed, sealed and delivered by **Chen Xi He** )  
in the presence of: )

Spencer Tasker )  
Name of Witness )

Address Withheld )  
Address of Witness )

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\_\_\_\_\_ )

Occupation of Witness )

"Chen Xi He" )  
Signature of Securityholder  
**Chen Xi He**

\_\_\_\_\_  
Signature of Joint Securityholder  
(if applicable)

Signed, sealed and delivered by **Hunter Scharfe** )  
in the presence of: )

Chen Xi He )  
Name of Witness )

Address Withheld )  
Address of Witness )

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Occupation of Witness )

"Hunter Scharfe" )  
Signature of Securityholder  
**Hunter Scharfe**

\_\_\_\_\_  
Signature of Joint Securityholder  
(if applicable)

Signed, sealed and delivered by **Meghan Amber Chiang**)  
in the presence of: )

Gee Ming Chiang )  
Name of Witness )

Address Withheld )  
Address of Witness )

\_\_\_\_\_ )  
\_\_\_\_\_ )

Occupation of Witness )

\_\_\_\_\_  
*“Meghan Amber Chiang”*  
Signature of Securityholder  
**Meghan Amber Chiang**

\_\_\_\_\_  
Signature of Joint Securityholder  
(if applicable)

Signed, sealed and delivered by **Mei Shan Chan** )  
in the presence of: )

Anthony Chan )  
Name of Witness )

Address Withheld )  
Address of Witness )

\_\_\_\_\_ )  
\_\_\_\_\_ )

Occupation of Witness )

\_\_\_\_\_  
*“Mei Shan Chan”*  
Signature of Securityholder  
**Mei Shan Chan**

\_\_\_\_\_  
Signature of Joint Securityholder  
(if applicable)

Signed, sealed and delivered by **Chiu Keung Stephen Chan**)  
in the presence of: )

Anthony Chan )  
Name of Witness )

Address Withheld )  
Address of Witness )

\_\_\_\_\_ )  
\_\_\_\_\_ )

Occupation of Witness )

\_\_\_\_\_  
*“Chiu Keung Stephen Chan”*  
Signature of Securityholder  
**Chiu Keung Stephen Chan**

\_\_\_\_\_  
Signature of Joint Securityholder  
(if applicable)

Signed, sealed and delivered by **Andrew Molnar** )  
in the presence of: )

Blake Morgan )  
Name of Witness )

Address Withheld )  
Address of Witness )

\_\_\_\_\_ )  
\_\_\_\_\_ )

Occupation of Witness )

"Andrew Molnar" )  
Signature of Securityholder )  
**Andrew Molnar**

\_\_\_\_\_  
Signature of Joint Securityholder )  
(if applicable)

Signed, sealed and delivered by **Julie Nicklin** )  
in the presence of: )

Shana Joy Ellis )  
Name of Witness )

Address Withheld )  
Address of Witness )

\_\_\_\_\_ )  
\_\_\_\_\_ )

Occupation of Witness )

"Julie Nicklin" )  
Signature of Securityholder )  
**Julie Nicklin**

\_\_\_\_\_  
Signature of Joint Securityholder )  
(if applicable)

If the Securityholder is not an individual:

**PK Invest GMBH**

*“Peter Krale”*

\_\_\_\_\_  
Authorized signatory

\_\_\_\_\_  
Authorized signatory

If the Securityholder is not an individual:

**Value Relations GMBH**

*“Christoph Bruening”*

\_\_\_\_\_  
Authorized signatory

\_\_\_\_\_  
Authorized signatory

If the Securityholder is not an individual:

**AKF Capital Ventures Inc.**

*“T. Loschiavo”*

\_\_\_\_\_  
Authorized signatory

\_\_\_\_\_  
Authorized signatory

**Schedule A - Summary**  
**Escrowed Shares**

<b><u>Name and Address of Registered Holder</u></b>	<b><u>Certificate No. or DRS No.</u></b>	<b><u>No. of Escrowed Shares</u></b>	<b><u>Release Date</u></b>
Daniel Luetten Grosse Elbstrasse 10 Hamburg Germany	Cert	100,000 Common Shares	Four (4) months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
		100,000 Common Shares	Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
		100,000 Common Shares	Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
Manuel Stuetzel Thielsbunger rten 5 Meinbron Germany 56584	Cert	133,333 Common Shares	Four (4) months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
		133,333 Common Shares	Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
		133,334 Common Shares	Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
PK Invest GMBH Hauptstrasse 82 Floh- Sellgenthal 98593 Germany	Cert	100,000 Common Shares	Four (4) months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
		100,000 Common Shares	Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
		100,000 Common Shares	Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
Value Relations GMBH Mainzer Landstr 50 Frankfurt, Hessen 60325 Germany	DRS	83,333 Common Shares	Four (4) months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
		83,333 Common Shares	Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
		83,334 Common Shares	Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
Susan Lavertu	Cert	100,000 Common	Four (4) months plus one day from the day the Corporation's common shares start trading on a

La Vida, Nail Bay Virgin Gorda, BVI		Shares 100,000 Common Shares 100,000 Common Shares	qualified Canadian stock exchange Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
Spencer Tasker 50 – 16336 23A Ave Surrey, BC V3Z 0S5	Cert	66,667 Common Shares 66,667 Common Shares 66,666 Common Shares	Four (4) months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
Christine Wissink 77/152 Palm Meadows Drive Carrara QLD Australia 4211	DRS	33,333 Common Shares 33,333 Common Shares 33,334 Common Shares	Four (4) months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
Monty Sutton 2020 Routley Ave Port Coquitlam, BC Canada V3C 1A7	DRS	66,667 Common Shares 66,667 Common Shares 66,666 Common Shares	Four (4) months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
Elsie Emes 10658 – 245B Street Maple Ridge, BC Canada V2W 2G2	DRS	16,667 Common Shares 16,667 Common Shares 16,666 Common Shares	Four (4) months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange



Nicholas Rodway 101 – 1438 West 11 <sup>th</sup> Ave Vancouver, BC Canada V6H 1L1	DRS	10,000 Common Shares 10,000 Common Shares 10,000 Common Shares	Four (4) months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
Chen Xi He 3216 45 <sup>th</sup> Ave E. Vancouver, BC Canada V5R 3E3	Cert	16,667 Common Shares 16,667 Common Shares 16,666 Common Shares	Four (4) months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
Ki Cheung Tin 5861 Selkirk St. Vancouver, BC Canada V6M 2Y6	Cert	25,000 Common Shares 25,000 Common Shares 25,000 Common Shares	Four (4) months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
G. Scott Paterson 89 Forest Hill Rd Toronto, ON Canada M4V 2L6	Cert	16,667 Common Shares 16,667 Common Shares 16,666 Common Shares	Four (4) months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
Hunter Scharfe 861 Richards St. Vancouver, BC Canada V6B 3B4	Cert	25,000 Common Shares 25,000 Common Shares 25,000 Common Shares	Four (4) months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange

<p>Meghan Amber Chiang 19 – 9651 Dayton Ave Richmond, BC Canada V6Y 3C3</p>	<p>DRS</p>	<p>41,667 Common Shares 41,667 Common Shares 41,666 Common Shares</p>	<p>Four (4) months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange</p> <hr/> <p>Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange</p> <hr/> <p>Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange</p>
<p>Mei Shan Chan 14/F Flat A Blk 4 Hong Kong Garden Tsing Lung Tau NT, Hong Kong</p>	<p>DRS</p>	<p>83,333 Common Shares 83,333 Common Shares 83,334 Common Shares</p>	<p>Four (4) months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange</p> <hr/> <p>Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange</p> <hr/> <p>Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange</p>
<p>Chiu Keung Stephen Chan Monte Vista, 35/F Block 2, Flat D Ma On Shan, Shatin Hong Kong</p>	<p>DRS</p>	<p>83,333 Common Shares 83,333 Common Shares 83,334 Common Shares</p>	<p>Four (4) months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange</p> <hr/> <p>Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange</p> <hr/> <p>Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange</p>
<p>AKF Capital Ventures Inc. 800 W. Pender St., Unit 615 Vancouver, BC Canada V6C 2V6</p>	<p>DRS</p>	<p>83,333 Common Shares 83,333 Common Shares 83,334 Common Shares</p>	<p>Four (4) months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange</p> <hr/> <p>Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange</p> <hr/> <p>Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange</p>

Andrew Molnar 823 W52 Avenue Vancouver, BC Canada V6P 1G7	DRS	83,333 Common Shares 83,333 Common Shares 83,334 Common Shares	Four (4) months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange
Julie Nicklin 1/10 Wollumbin Crescent Waterford, QLD Australia 4133	DRS	6,667 Common Shares 6,667 Common Shares 6,666 Common Shares	Four (4) months plus one day from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Eight (8) months from the day the Corporation's common shares start trading on a qualified Canadian stock exchange Twelve months (12) from the day the Corporation's common shares start trading on a qualified Canadian stock exchange

**Schedule B****Assumption Agreement****To: Marrelli Trust Company Limited**

Reference is made to the escrow agreement dated January 18, 2023 (the “**Escrow Agreement**”) between \_\_\_\_\_, Western Star Resources Inc. (the “**Corporation**”) and Marrelli Trust Company Limited (the “**Escrow Agent**”) and the Escrowed Shares held by the Escrow Agent pursuant thereto. Capitalized terms used in this Assumption Agreement and not otherwise defined herein have the meanings specified in the Escrow Agreement.

The undersigned acknowledges that the common shares of the Corporation listed in Exhibit 1 attached, have been or will be transferred to the undersigned and that such common shares are securities that are subject to the Escrow Agreement and are Escrowed Shares.

For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees to be bound by the Escrow Agreement in respect of the Escrowed Shares, as if the undersigned was an original signatory to the Escrow Agreement.

Dated at: \_\_\_\_\_ on \_\_\_\_\_.

**Where the Security Holder is an Individual:**

\_\_\_\_\_  
[Signature of transferee/purchaser]

Signed, sealed and delivered by \_\_\_\_\_ [print name of transferee/purchaser]

in the presence of \_\_\_\_\_ [print name of witness]

\_\_\_\_\_  
[Signature of witness]

\_\_\_\_\_  
[Occupation of witness]

\_\_\_\_\_  
[Address of witness]

**Where the Security Holder is a Company:**

\_\_\_\_\_  
[Signature of authorized representative of transferee/purchaser]

\_\_\_\_\_  
[Signature of authorized representative of transferee/purchaser]