

EROS RESOURCES CORP.

— and —

COMPUTERSHARE TRUST COMPANY OF CANADA

SECOND SUPPLEMENTAL WARRANT INDENTURE

TABLE OF CONTENTS

ARTICLE 1 - INTERPRETATION 2

 1.1 Definitions 2

 1.2 Interpretation not Affected by Headings. 2

ARTICLE 2 - AMENDMENTS..... 2

 2.1 Amendments 2

ARTICLE 3 - CONFIRMATION..... 2

 3.1 Confirmation 2

ARTICLE 4 - GENERAL 3

 4.1 Governing Law 3

 4.2 Further Assurances 3

 4.3 Counterparts 3

SECOND SUPPLEMENTAL WARRANT INDENTURE

THIS SECOND SUPPLEMENTAL WARRANT INDENTURE made as of the 3rd day of October, 2022 with an effective date of the 12th day of August, 2022.

BETWEEN:

EROS RESOURCES CORP., a body corporate incorporated pursuant to the laws of British Columbia

(the “**Corporation**”)

OF THE FIRST PART

AND:

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company existing under the laws of Canada and authorized to carry on business in all provinces of Canada

(the “**Warrant Agent**”)

OF THE SECOND PART

WHEREAS:

- A. the Corporation and the Warrant Agent are parties to a warrant indenture (the “**Principal Indenture**”) dated August 12, 2020, providing for the creation of 24,223,443 Warrants (as defined in the Principal Indenture) (each, a “**Warrant**”, and collectively, the “**Warrants**”);
- B. the Corporation and Warrant Agent supplemented the Principal Indenture with a First Supplemental Warrant Indenture made October 3, 2022 with an effective date of August 12, 2021 (the “**First Supplemental Warrant Indenture**”);
- C. subsection 8.1(f) of the Principal Indenture provides that the terms of the Principal Indenture may be modified provided that such modification shall in no way prejudice any of the rights of the Registered Warrantheolders or of the Warrant Agent;
- D. the Corporation desires to amend the expiration date of the Warrants from August 12, 2022 to August 12, 2025 with an effective date of August 12, 2022 (the “**Amendment**”);
- E. the Warrant Agent, relying on the opinion of counsel, and the Corporation are of the reasonable opinion that the Amendment is permitted pursuant to the Indenture and that the rights of the Warrant Agent or of the Registered Warrantheolders are in no way prejudiced hereby;
- F. the Warrant Agent is authorized and directed to enter into this Second Supplemental Warrant Indenture and to hold all rights, interests and benefits contained herein for and on behalf of those persons who are holders of Warrants issued pursuant to the Principal Indenture as modified by this Second Supplemental Warrant Indenture from time to time; and

G. the foregoing recitals are made as representations and statements of fact by the Corporation and not the Warrant Agent;

NOW THEREFORE in consideration of the premises and mutual covenants herein set forth, the parties hereto agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

In this Second Supplemental Warrant Indenture, unless there is something in the subject matter or context inconsistent therewith, the expressions used herein shall have the same meaning as is ascribed to corresponding expressions in the Principal Indenture and such corresponding expressions shall also apply to the provisions of this Second Supplemental Warrant Indenture.

1.2 Interpretation not Affected by Headings.

The division of this Second Supplemental Warrant Indenture into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

ARTICLE 2 - AMENDMENTS

2.1 Amendments

The terms of the Principal Indenture are modified as follows:

- (a) The definition of “Expiry Date” in section 1.1 of the Principal Indenture shall be deleted and replaced with:

““Expiry Date” means August 12, 2025, subject to the occurrence of the Early Expiry Event;”

- (b) Adding the following definition in section 1.1 of the Principal Indenture:

““Second Supplemental Warrant Indenture” means the second supplemental warrant indenture between the Corporation and the Warrant Agent made October 3, 2022 with an effective date of August 12, 2022”

- (c) Deleting Schedule “A” of the Principal Indenture and replacing it with the Schedule “A” attached hereto.

ARTICLE 3 - CONFIRMATION

3.1 Confirmation

This Second Supplemental Warrant Indenture is supplemental to the Principal Indenture and the Principal Indenture and this Second Supplemental Warrant Indenture shall hereafter be read together and shall have effect, so far as practicable, with respect to the Warrants as if all the provisions of the Principal Indenture and this Second Supplemental Warrant Indenture were contained in one instrument. The Principal Indenture is and shall remain in full force and effect

with regards to all matters governing the Warrants, except as the Principal Indenture is amended, superseded, modified or supplemented by this Second Supplemental Warrant Indenture. Subject to the terms hereof, the Principal Indenture, as amended and supplemented by this Second Supplemental Warrant Indenture, is in all respects confirmed.

On and after the date hereof, each reference in the Indenture to “this Indenture”, “hereunder”, “Hereof”, “herein”, or words of like import, and each reference to the Principal Indenture in any and all agreements, documents and instruments delivered by all or any one of more of the Corporation, the Warrant Agent or any other person shall mean and refer to the Principal Indenture as amended hereby.

ARTICLE 4 - GENERAL

4.1 Governing Law

This Second Supplemental Warrant Indenture shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated in all respects as a British Columbia contract.

4.2 Further Assurances

The parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to carry out the provisions of this Second Supplemental Warrant Indenture, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Second Supplemental Warrant Indenture and carry out its provisions.

4.3 Counterparts

This Second Supplemental Warrant Indenture may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and, notwithstanding the date of execution, shall be deemed to be effective as of the 12th day of August, 2022.

[This space is intentionally blank. The signature page follows.]

IN WITNESS WHEREOF the parties hereto have executed this Second Supplemental Warrant Indenture under the hands of their proper officers duly authorized in that behalf.

EROS RESOURCES CORP.

By: Signed "Andrew Davidson"

Name: Andrew Davidson

Title: Chief Financial Officer

**COMPUTERSHARE TRUST
COMPANY OF CANADA**

By: Signed "Brian Howarth"

Name: Brian Howarth

Title: Manager, Corporate Trust

By: Signed "Mima MA"

Name: Mima MA

Title: Manager, Administration

**SCHEDULE “A”
FORM OF WARRANT**

THE WARRANTS EVIDENCED HEREBY ARE EXERCISABLE AT OR BEFORE 2:30 P.M. (VANCOUVER TIME) ON AUGUST 12, 2025, AFTER WHICH TIME THE WARRANTS EVIDENCED HEREBY SHALL BE DEEMED TO BE VOID AND OF NO FURTHER FORCE OR EFFECT.

For all Warrants sold outside the United States and registered in the name of the Depository, the also include the following legend:

(INSERT IF BEING ISSUED TO CDS)UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. (“CDS”) TO EROS RESOURCES CORP. OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED HOLDER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.

For Warrants sold in the United States, also include the following legends:

THIS WARRANT AND THE SECURITIES DELIVERABLE UPON EXERCISE HEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”), OR ANY STATE SECURITIES LAWS, AND MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO EROS RESOURCES CORP. (THE “CORPORATION”) (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS, (C) WITHIN THE UNITED STATES IN ACCORDANCE WITH (1) RULE 144A UNDER THE U.S. SECURITIES ACT, OR (2) RULE 144 UNDER THE U.S. SECURITIES ACT AND, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, PROVIDED THAT IN THE CASE OF TRANSFERS PURSUANT TO (C)(2) OR (D) ABOVE, A LEGAL OPINION SATISFACTORY TO THE CORPORATION MUST FIRST BE PROVIDED TO COMPUTERSHARE TRUST COMPANY OF CANADA TO THE EFFECT THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

THE SECURITIES EVIDENCED HEREBY AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER U.S. SECURITIES ACT OR U.S. STATE SECURITIES LAWS. THESE WARRANTS MAY NOT BE EXERCISED IN THE UNITED STATES OR BY OR ON BEHALF OF, OR FOR THE ACCOUNT OR BENEFIT OF, A U.S. PERSON UNLESS THIS SECURITY AND THE COMMON SHARES ISSUABLE UPON EXERCISE OF THIS SECURITY HAVE BEEN REGISTERED UNDER THE U.S. SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LEGISLATION OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE. "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED BY REGULATIONS UNDER THE U.S. SECURITIES ACT.

WARRANT

To acquire Common Shares of

EROS RESOURCES CORP.

(existing under the laws of the Province of British Columbia)

Warrant
Certificate No.
[*]

Certificate for _____ Warrants,
each entitling the holder to acquire one (1)
Common Share (subject to adjustment as
provided for in the Warrant Indenture (as
defined below)

CUSIP 29601R110

ISIN CA 29601R1102

THIS IS TO CERTIFY THAT, for value received,

(the “**Warrantholder**”) is the registered holder of the number of common share purchase warrants (the “**Warrants**”) of **EROS RESOURCES CORP.** (the “**Corporation**”) specified above, and is entitled, on exercise of these Warrants upon and subject to the terms and conditions set forth herein and in the Warrant Indenture as supplemented by a First Supplemental Warrant Indenture with effective date as of August 12, 2021 and a Second Supplemental Warrant Indenture with effective date as of August 12, 2022, to purchase, at any time before 2:30 p.m. (Vancouver time) (the “**Expiry Time**”) on August 12, 2025, subject to early expiry in accordance with the terms of the Warrant Indenture (the “**Expiry Date**”), one fully paid and non-assessable common share without par value in the capital of the Corporation as constituted on the date hereof (a “**Common Share**”) for each Warrant subject to adjustment in accordance with the terms of the Warrant Indenture.

The right to purchase Common Shares may only be exercised by the Warrantholder within the time set forth above by:

- (a) duly completing and executing the exercise form (the “**Exercise Form**”) attached hereto; and
- (b) surrendering this warrant certificate (the “**Warrant Certificate**”), with the Exercise Form to the Warrant Agent at the principal office of the Warrant Agent, in the city of Vancouver, British Columbia or Toronto, Ontario, together with a certified cheque, bank draft or money order in the lawful money of Canada payable to or to the order of the Corporation in an amount equal to the purchase price of the Common Shares so subscribed for.

The surrender of this Warrant Certificate, the duly completed Exercise Form and payment as provided above will be deemed to have been effected only on personal delivery thereof to, or if sent by mail or other means of transmission on actual receipt thereof by, the Warrant Agent at its principal office as set out above.

Subject to adjustment thereof in the events and in the manner set forth in the Warrant Indenture hereinafter referred to, the exercise price payable for each Common Share upon the exercise of Warrants shall be \$0.15 per Common Share (the “**Exercise Price**”).

Certificates for the Common Shares subscribed for will be mailed to the persons specified in the Exercise Form at their respective addresses specified therein or, if so specified in the Exercise Form, delivered to such persons at the office where this Warrant Certificate is surrendered. If fewer Common Shares are purchased than the number that can be purchased pursuant to this Warrant Certificate, the holder hereof will be entitled to receive without charge a new Warrant Certificate in respect of the balance of the Common Shares not so purchased. No fractional Common Shares will be issued upon exercise of any Warrant.

This Warrant Certificate evidences Warrants of the Corporation issued or issuable under the provisions of a warrant indenture (which indenture together with all other instruments supplemental or ancillary thereto is herein referred to as the “**Warrant Indenture**”) dated effective as of August 12, 2020 between the Corporation and Computershare Trust Company of Canada, as Warrant Agent, as supplemented by a First Supplemental Warrant Indenture with effective date as of August 12, 2021 and a Second Supplemental Warrant Indenture with effective date as of August 12, 2022, to which Warrant Indenture reference is hereby made for particulars of the rights of the holders of Warrants, the Corporation and the Warrant Agent in respect thereof and the terms and conditions on which the Warrants are issued and held, all to the same effect as if the provisions of the Warrant Indenture were herein set forth, to all of which the holder, by acceptance hereof, assents. The Corporation will furnish to the holder, on request and without charge, a copy of the Warrant Indenture. Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Warrant Indenture.

On presentation at the principal office of the Warrant Agent as set out above, subject to the provisions of the Warrant Indenture and in compliance with the reasonable requirements of the Warrant Agent, one or more Warrant Certificates may be exchanged for one or more Warrant Certificates entitling the holder thereof to purchase in the aggregate an equal number of Common Shares as are purchasable under the Warrant Certificate(s) so exchanged.

Neither the Warrants nor the Common Shares issuable upon exercise hereof have been or will be registered under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), or U.S. state securities laws. These Warrants may not be exercised in the United States or by or on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States unless this security and the Common Shares issuable upon exercise of this security have been registered under the U.S. Securities Act and the applicable state securities legislation or an exemption from such registration requirements is available.

The Warrant Indenture contains provisions for the adjustment of the Exercise Price payable for each Common Share issuable upon the exercise of Warrants and the number of Common Shares issuable upon the exercise of Warrants in the events and in the manner set forth therein.

The Warrant Indenture also contains provisions binding on all holders of Warrants outstanding thereunder, including all resolutions passed at meetings of holders of Warrants held in accordance with the provisions of the Warrant Indenture and instruments in writing signed by Warrant holders of Warrants entitled to purchase a specific majority of the Common Shares that can be purchased pursuant to such Warrants.

Nothing contained in this Warrant Certificate, the Warrant Indenture or elsewhere shall be construed as conferring upon the holder hereof any right or interest whatsoever as a holder of Common Shares or any other right or interest except as herein and in the Warrant Indenture expressly provided. In the event of any discrepancy between anything contained in this Warrant Certificate and the terms and conditions of the Warrant Indenture, the terms and conditions of the Warrant Indenture shall govern.

Warrants may only be transferred in compliance with the conditions of the Warrant Indenture on the register to be kept by the Warrant Agent in Vancouver, British Columbia or Toronto, Ontario or such other registrar as the Corporation, with the approval of the Warrant Agent, may appoint at such other place or places, if any, as may be designated, upon surrender of this Warrant Certificate to the Warrant Agent or other registrar accompanied by a written instrument of transfer in form and execution satisfactory to the Warrant Agent or other registrar and upon compliance with the conditions prescribed in the Warrant Indenture and with such reasonable requirements as the Warrant Agent or other registrar may prescribe and upon the transfer being duly noted thereon by the Warrant Agent or other registrar. Time is of the essence hereof.

This Warrant Certificate will not be valid for any purpose until it has been countersigned by or on behalf of the Warrant Agent from time to time under the Warrant Indenture.

IN WITNESS WHEREOF the Corporation has caused this Warrant Certificate to be duly executed as of:

EROS RESOURCES CORP.

By: _____
Authorized Signatory

Countersigned and Registered by:

**COMPUTERSHARE TRUST COMPANY
OF CANADA**

By: _____
Authorized Signatory

FORM OF TRANSFER

To: **Computershare Trust Company of Canada**

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers to

(print name and address)

the Warrants represented by this Warrants Certificate and hereby irrevocably constitutes and appoints as its attorney with full power of substitution to transfer the said securities on the appropriate register of the Warrant Agent.

In the case of a warrant certificate that contains a U.S. restrictive legend, the undersigned hereby represents, warrants and certifies that (one (only) of the following must be checked):

- (A) the transfer is being made only to the Corporation;
- (B) the transfer is being made outside the United States in accordance with Rule 904 of Regulation S under the U.S. Securities Act, and in compliance with any applicable local securities laws and regulations and the holder has provided herewith the Declaration for Removal of Legend attached as Schedule "C" to the Warrant Indenture, or
- (C) the transfer is being made within the United States or to, or for the account or benefit of, U.S. Persons, in accordance with a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws and the undersigned has furnished to the Corporation and the Warrant Agent an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Corporation and the Warrant Agent to such effect.

In the case of a warrant certificate that does not contain a U.S. restrictive legend, if the proposed transfer is to, or for the account or benefit of a U.S. Person or to a person in the United States, the undersigned hereby represents, warrants and certifies that the transfer of the Warrants is being completed pursuant to an exemption from the registration requirements of the U.S. Securities Act and any applicable state securities laws, in which case the undersigned has furnished to the Corporation and the Warrant Agent an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Corporation and the Warrant Agent to such effect.

- If transfer is to a U.S. Person, check this box.
- .

Signature Guarantee Program. For corporate holders, corporate signing resolutions, including certificate of incumbency, are also required to accompany the transfer, unless there is a “Signature & Authority to Sign Guarantee” Stamp affixed to the transfer (as opposed to a “Signature Guaranteed” Stamp) obtained from an authorized officer of the Royal Bank of Canada, Scotia Bank or TD Canada Trust or a Medallion Signature Guarantee with the correct prefix covering the face value of the certificate.

- **Outside North America:** For holders located outside North America, present the certificate(s) and/or document(s) that require a guarantee to a local financial institution that has a corresponding Canadian or American affiliate which is a member of an acceptable Medallion Signature Guarantee Program. The corresponding affiliate will arrange for the signature to be over-guaranteed.

OR

The signature(s) of the transferor(s) must correspond with the name(s) as written upon the face of this certificate(s), in every particular, without alteration or enlargement, or any change whatsoever. The signature(s) on this form must be guaranteed by an authorized officer of Royal Bank of Canada, Scotia Bank or TD Canada Trust whose sample signature(s) are on file with the transfer agent, or by a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, NYSE, MSP). Notarized or witnessed signatures are not acceptable as guaranteed signatures. The Guarantor must affix a stamp bearing the actual words: “SIGNATURE GUARANTEED”, “MEDALLION GUARANTEED” OR “SIGNATURE & AUTHORITY TO SIGN GUARANTEE”, all in accordance with the transfer agent’s then current guidelines and requirements at the time of transfer. For corporate holders, corporate signing resolutions, including certificate of incumbency, will also be required to accompany the transfer unless there is a “SIGNATURE & AUTHORITY TO SIGN GUARANTEE” Stamp affixed to the Form of Transfer obtained from an authorized officer of the Royal Bank of Canada, Scotia Bank or TD Canada Trust or a “MEDALLION GUARANTEED” Stamp affixed to the Form of Transfer, with the correct prefix covering the face value of the certificate.

REASON FOR TRANSFER – FOR US RESIDENTS ONLY

Consistent with US IRS regulations, Computershare is required to request cost basis information from US securityholders. Please indicate the reason for requesting the transfer as well as the date of event relating to the reason. The event date is not the day in which the transfer is finalized, but rather the date of the event which led to the transfer request (i.e. date of gift, date of death of the securityholder, or the date the private sale took place).