

DATED

2020

THE SELLING SHAREHOLDERS

as the Sellers

and

TRIDENT RESOURCES PLC

as the Company

AGREEMENT

for the transfer of Deferred Shares in Trident Resources Plc

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DATED 2020

PARTIES

- (1) **SELLING SHAREHOLDERS**, whose names and addresses are set out in column 1 of Schedule 1 (the "**Sellers**", and each a "**Seller**"); and
- (2) **TRIDENT RESOURCES PLC**, a company incorporated in England and Wales with registered number 11328666 whose registered office is at 2 Stone Buildings, Lincoln's Inn, London WC2A 3TH and to be renamed "Trident Royalties plc" (the "**Company**").

BACKGROUND

- (A) The Sellers are the registered holders of the Deferred Shares and have the right, power and authority to sell and transfer the Deferred Shares free from all Encumbrances.
- (B) Each Seller has agreed to transfer to the Company and the Company has determined to acquire the Deferred Shares on the terms of this Agreement and such transfer has been approved by resolution of the Company's shareholders.
- (C) The Directors have approved the transfers of the Deferred Shares for the purposes of Article 6.1(c) of the Company's articles of association.
- (D) Once acquired by the Company, the Deferred Shares shall be cancelled.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

"**Company's Lawyers**" means Bryan Cave Leighton Paisner LLP, Governor's House, 5 Laurence Pountney Hill, London EC4R 0HH.

"**Completion**" means completion of the transfer of the Deferred Shares from the Sellers to the Company in accordance with clause 3 (*Completion*).

"**Deferred Shares**" means the 3,000,000 (*three million*) non-voting, non-participating deferred shares of £0.01 each in the capital of the Company designated as Deferred Shares.

"**Encumbrance**" means any interest or equity of any person (including any right to acquire, option right to acquire, right of first refusal or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement the effect of which is the creation of security, any other type of preferential arrangement (including a title transfer or retention arrangement) having similar effect, or any agreement or arrangement or obligation to create any of the same.

1.2 In this Agreement, unless otherwise stated, reference to:

- (a) a statute or statutory provision includes a reference to:

- (i) any statutory amendment, consolidation or re-enactment of it to the extent in force at the date of this Agreement;
 - (ii) all orders, regulations, instruments or other subordinate legislation (as defined in section 21(1) of the Interpretation Act 1978) made under it to the extent in force at the date of this Agreement; and
 - (iii) any statute or statutory provision of which it is an amendment, consolidation or re-enactment;
- (b) clause headings shall not affect the interpretation of this Agreement;
 - (c) references to clauses are to the clauses of this Agreement;
 - (d) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
 - (e) a "person" includes a legal or natural person, partnership, association, trust, company, corporation, joint venture, government, state or agency of the state or other body;
 - (f) a reference to a "party" shall include that party's personal representatives and permitted assigns;
 - (g) a reference to "writing" or "written" includes email (unless otherwise expressly provided in this Agreement); and
 - (h) a governmental, local governmental, regulatory or administrative authority or agency includes its successors.
- 1.3 In this Agreement the interpretation of general words shall not be restricted by words indicating a particular class or particular examples.

2 **AGREEMENT FOR TRANSFER OF DEFERRED SHARES**

- 2.1 Each of the Sellers shall transfer to the Company all the Deferred Shares it/he holds with full title guarantee and free from all Encumbrances for nil consideration and the Company shall acquire all of the Deferred Shares.
- 2.2 Each Seller hereby appoints any director of the Company to execute an instrument of transfer of the Deferred Shares held in that Seller's name as set out in Schedule 1 to this Agreement (the "**Stock Transfer Form**") on its/his behalf.

3 **COMPLETION**

- 3.1 Completion shall take place at the offices of the Company's Lawyers on the date of this Agreement.
- 3.2 At Completion:
- (a) Each Seller shall release to the Company the duly executed Stock Transfer Form; and
 - (b) the Company shall procure that its register of members is updated to reflect the transactions contained in this Agreement.

4 ACKNOWLEDGEMENT

Each Seller confirms and acknowledges that by transferring the Deferred Shares in accordance with this Agreement it/he waives all rights or claims it/he may have against the Company in respect of the Deferred Shares.

5 ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties, and replaces all previous agreements and understandings between them (whether written or oral), relating to its subject matter.

6 FURTHER ASSURANCE

Each party shall (at its own cost) promptly execute and deliver such documents and perform such acts as the other party may reasonably require for the purpose of giving full effect to this Agreement and/or to transfer the Deferred Shares to the Company.

7 EFFECT OF COMPLETION

Obligations under this Agreement which have not been fully performed by or on Completion and the rights and remedies available under it shall remain in full force and effect despite Completion.

8 CUMULATIVE RIGHTS

The rights and remedies expressly conferred by this Agreement are cumulative and additional to any other rights or remedies a party may have.

9 THIRD PARTY RIGHTS

The parties do not intend any third party to have the right to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

10 WAIVER

A failure or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of that right or remedy. A single or partial exercise of any right or remedy shall not prevent the further exercise of that right or remedy. A waiver of a breach of this Agreement shall not constitute a waiver of any other breach.

11 VARIATIONS

No variation of this Agreement shall be effective unless it is in writing and signed by or on behalf of each party.

12 COUNTERPARTS

This Agreement may be executed in any number of counterparts, which shall each constitute an original and together constitute one agreement. If this Agreement is executed in counterpart, it shall not be effective unless each party has executed at least one counterpart.

13 **INVALIDITY**

The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the other provisions of this Agreement.

14 **GOVERNING LAW AND JURISDICTION**

14.1 This Agreement and any non-contractual obligations arising in connection with it (and, unless provided otherwise, any document entered into in connection with it) shall be governed by and construed in accordance with English law.

14.2 The English courts shall have exclusive jurisdiction to determine any dispute arising in connection with this Agreement (and, unless provided otherwise, any document entered into in connection with it), including disputes relating to any non-contractual obligations.

Delivered as a deed on the date of this document.

**Schedule 1
The Sellers**

NAME AND ADDRESS	NUMBER OF DEFERRED SHARES
Richard Greenfield, 125A De Beauvoir Road, London, N1 4DL	300,000
James Kelly, 50 Wandle Road, London, SW17 7DW	210,000
Terra Amata Pty Ltd, PO Box Z5340, Perth St George Tce, Western Australia 6831	300,000
Pearse Street Pty Ltd, 29 Pearse Street, Cottesloe, Western Australia 6011	600,000
Ashanti Capital Pty Ltd, Level 2, 44a Kings Park Road, West Perth, Western Australia 6005	900,000
Charlie Bendon, 45 Balham Park Road, London SW12 8DX	300,000
David Butler, Rookery Cottage, Ucfield Lane, Mark Bech, Kent, TN8 7LR	120,000
Mitch Limb, 77A Farleigh Road, London, N16 7TD	120,000
Charles Vaughan, 20 Brackenbury Gardens, London, W6 0BP	120,000
David Baker, 10 Cadogan Road, Royal Arsenal, London, SE18 6SN	30,000
TOTAL	3,000,000

EXECUTION PAGE

Sellers

Signed as a deed by)
RICHARD GREENFIELD)

in the presence of

Name of witness:

Signature of witness:

Address:

Occupation:

Signed as a deed by)
JAMES KELLY)

in the presence of

Name of witness:

Signature of witness:

Address:

Occupation:

Executed as a deed by **TERRA AMATA PTY**)
LTD in accordance with section 127 of the)
Corporations Act 2001 (Cth) and by

Sole Director:

Executed as a deed by **PEARSE STREET PTY**)
LTD in accordance with section 127 of the)
Corporations Act 2001 (Cth) and by

Sole Director:

Executed as a deed by **ASHANTI CAPITAL**)
PTY LTD, a company incorporated in Western)
Australia, acting by Robert Anthony Hamilton &
Cameron Lloyd Williams who, in accordance
with the laws of that territory, are acting under
the authority of the company

Signed as a deed by)
CHARLIE BENDON)

in the presence of

Name of witness:

Signature of witness:

Address:

Occupation:

Signed as a deed by)
DAVID BUTLER)

in the presence of

Name of witness:

Signature of witness:

Address:

Occupation:

Signed as a deed by)
MITCH LIMB)

in the presence of

Name of witness:

Signature of witness:

Address:

Occupation:

Signed as a deed by)
CHARLES VAUGHAN)

in the presence of

Name of witness:

Signature of witness:

Address:

Occupation:

Signed as a deed by)
DAVID BAKER)

in the presence of

Name of witness:

Signature of witness:

Address:

Occupation:

Company

Signed as a deed by _____)
)

for and on behalf of
TRIDENT RESOURCES PLC

in the presence of

Name of witness:

Signature of witness:

Address:

Occupation:

