

DATE 20 September 2024

(1) THE SELLERS

(2) OSCILLATE PLC

SHARE PURCHASE AGREEMENT



Ref: KHS/JDYAL/2004718.4

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THIS AGREEMENT is dated 20 September 2024

BETWEEN

- (1) THE SEVERAL PERSONS whose names and addresses are set out in column 1 of Part 1 of Schedule 1 (each a Seller and together the Sellers);
- (2) OSCILLATE PLC incorporated and registered in England and Wales with company number 06010900 whose registered office is at Shakespeare Martineau LLP, 6th Floor, 60 Gracechurch Street, London, United Kingdom, EC3V 0HR (Buyer).

BACKGROUND

- (A) The Company continues the Business and is incorporated in the State of Texas, United States of America.
- (B) Further particulars of the Company and MHI at the date of this agreement are set out in Schedule 2.
- (C) The Sellers are the owners of the legal and beneficial title to the Sale Shares.
- (D) The Sellers have agreed to sell and the Buyer has agreed to buy the Sale Shares subject to the terms and conditions of this agreement.

IT IS AGREED AS FOLLOWS

1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this agreement.

1.1 Definitions:

Accounts:	the financial statements of the Company as at and to the Accounts Date comprising the individual accounts of the Company, including the balance sheet, profit and loss account together with the notes on them, (copies of which have been Disclosed).
Accounts Date:	30 th day of June of the year 2024.
AQSE:	Aquis Stock Exchange Limited.
AQSE Access Growth Market:	the Access segment of the AQSE Growth Market.
AQSE Growth Market:	the Access segment of the AQSE Growth Market operated by AQSE.
AQSE Rules:	the “Access Aquis Growth Market Rulebook” which sets out the obligations and responsibilities in relation to companies whose securities are admitted to trading on the AQSE Access Growth Market from time to time.
Authority Resolution:	the resolution in the agreed form of the shareholders of the Buyer to approve granting the directors of the Buyer with the authority to allot the Consideration Shares.
Broker:	Peterhouse Capital Limited of 80 Cheapside, London EC2V 6EE.

Business:	the business of the Company and MHI, namely the exploration of geographic regions in connection with assessing and/or quantifying the potential presence of natural or white hydrogen.
Business Day:	a day other than a Saturday, Sunday or public holiday in England and Wales when banks in London are open for business.
Buyer Shares:	the ordinary shares of £0.0001 in the capital of the Buyer.
Buyer's Lawyers:	Shakespeare Martineau LLP of No 1 Colmore Square, Birmingham, B4 6AA.
Circular:	a circular to be sent to the shareholders of the Buyer proposing the Resolutions to be passed at the General Meeting.
Claim:	a claim for breach of any of the Warranties .
Closing:	the closing of the sale and purchase of the Sale Shares in accordance with this agreement.
Closing Date:	has the meaning given in clause 6.2.
Company:	Quantum Hydrogen Inc, a company incorporated and registered in the State of Texas, United States of America with file Number: 804852585 whose registered office is at 3535, Briarpark Drive, Suite 207, Houston, the State of Texas, United States of America, 77042, further details of which are set out in Part 1 of Schedule 2.
Conditions:	the conditions to Closing, being the matters set out in Schedule 3.
Connected:	has, in relation to a person, the meaning given in section 1122 of the CTA 2010.
Consents:	has the meaning given in paragraph 6.1 of Part 1 of Schedule 6.
Consideration Shares:	shares in the capital of the Buyer, to be allotted and issued credited as fully paid to the Sellers in accordance with clause 4 and column 2 of Part 1 of Schedule 1.
Control:	in relation to a body corporate, the power of a person, either alone or together with one or more person(s), to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person (or persons) either: (a) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or (b) by virtue of any powers conferred by the constitutional or corporate documents, or any

	other document, regulating that or any other body corporate;
	and a Change of Control occurs if a person who Controls any body corporate ceases to do so or if another person acquires Control of it.
CTA 2010:	the Corporation Tax Act 2010 of the United Kingdom.
Director:	each person who is a director of the Company or MHI, as set out in Part 1 of Schedule 2.
Disclosed:	fairly disclosed (with sufficient details to identify the nature and scope of the matter disclosed) in or under the Disclosure Letter.
Disclosure Documents:	the bundle of documents, annexed to the Disclosure Letter..
Disclosure Letter:	the letter, in agreed form, from the Sellers to the Buyer with the same date as this agreement and described as the Disclosure Letter, together with the Disclosure Documents.
Domain Names:	the following domain names registered with the Company www.qhi.energy.
EHS Laws:	has the meaning given in paragraph 18.1 of Part 1 of Schedule 6.
EHS Matters:	has the meaning given in paragraph 18.1 of Part 1 of Schedule 6.
EHS Permits:	has the meaning given in paragraph 18.1 of Part 1 of Schedule 6.
Employee:	any person employed by the Company under a contract of employment.
Encumbrance:	any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.
Environment:	has the meaning given in paragraph 18.1 of Part 1 of Schedule 6.
Financial Facilities:	has the meaning given in paragraph 14.1.2 of Part 1 of Schedule 6.
Fundamental Warranties:	the Warranties set out in paragraphs 1, 2.2 and 2.3 of Schedule 6 (each a Fundamental Warranty).
Fundamental Warranty Claim:	a claim by the Buyer in respect of any of the Fundamental Warranties.

General Meeting:	the general meeting of the members of the Buyer to be held on or around 14 October 2024 (or any adjournment thereof).
Group:	in relation to a company (wherever incorporated), that company, any company of which it is a Subsidiary from time to time (its holding company) and any other Subsidiaries from time to time of that company or its holding company. Each company in a Group is a member of the Group.
Harm:	has the meaning given in paragraph 18.1 of Part 1 of Schedule 6.
Hazardous Substances:	has the meaning given in paragraph 18.1 of Part 1 of Schedule 6.
Intellectual Property Rights:	has the meaning given in paragraph 19.1 of Part 1 of Schedule 6.
Interim Period:	the period from (and including) the date of this agreement up to (and including) the Closing Date or, if earlier, the termination of this agreement in accordance with its terms.
Longstop Date:	the six-month anniversary of the date of this agreement or such later date as may be agreed in writing by the Buyer and the Sellers.
Lock-In Deed:	the lock-in deed to be entered into between (1) each of the Sellers, Steven Xerri and John Treacy and (2) the Company and (3) the Broker as at the Closing Date.
Market Abuse Regulations:	the Market Abuse Regulation (2014/596/EU).
Material Agreement:	the permit and option to lease non-hydrocarbon gasses agreement entered into between (1) the Company and (2) Glacier Park iron Ore Properties LLC dated 24 January 2024.
MHI:	Mesabi Hydrogen Inc., a company incorporated and registered in the State of Minnesota, United States of America with file number: 1478482000028 whose registered office is at 302, West Superior Street, Suite 700, Duluth, Minnesota, United States of America, MN 55802, further details of which are set out in Part 2 of Schedule 2.
Panel:	the Panel on Takeovers and Mergers.
Placing:	the Buyer having raised £500,000 by way of the conditional placing, at the Placing Price, by the Brokers of the Placing Shares.
Placing Price	£0.01 per Buyer Share.
Placing Shares	the 50,000,000 new Buyer Shares to be issued pursuant to the Placing.
Policies:	has the meaning given in paragraph 7.2 of Part 1 of Schedule 6.

Proceedings:	has the meaning given in paragraph 9.1 of Part 1 of Schedule 6.
Purchase Price:	the purchase price for the Sale Shares to be paid by the Buyer to each of the Sellers in accordance with clause 4.
Records:	has the meaning given in paragraph 23.1 of Part 1 of Schedule 6.
Relationship Agreement:	a relationship agreement in agreed form between each of (1) Buyer and (2) the Sellers and (3) the Broker.
Resolutions:	the Authority Resolution and the Whitewash Resolution.
Sale Shares:	the 1,286 shares in the Company, all of which have no par value.
Subsidiary:	in relation to a company wherever incorporated (a holding company), any company in which the holding company (or persons acting on its behalf) directly or indirectly holds or controls either: (a) a majority of the voting rights exercisable at shareholder meetings of that company; or (b) the right to appoint or remove a majority of its board of directors, and any company which is a Subsidiary of another company is also a Subsidiary of that company's holding company. Unless the context otherwise requires, the application of the definition of Subsidiary to any company at any time shall apply to the company as it is at that time.
Takeover Code or Code:	the City Code on Takeovers and Mergers issued from time to time by or on behalf of the Panel.
Tax or Taxation:	has the meaning set out in Schedule 8.
Tax Authority:	has the meaning in Schedule 8.
Tax Covenant:	the tax covenant set out in Schedule 8.
Tax Warranties:	the warranties set out in Part 2 of Schedule 6.
Transaction:	the transaction contemplated by this agreement or any part of that transaction.
Transaction Documents:	this agreement, the Lock-In Agreement, the Relationship Agreements and any other document to be entered into pursuant to this agreement in connection with the Transaction.
Usual Business Hours:	has the meaning given in clause 18.5.
Warranties:	the warranties given pursuant to paragraph 8 and set out in Schedule 6.

Waste:	has the meaning given in paragraph 18.1 of Part 1 of Schedule 6.
Whitewash Resolution:	the resolution in the agreed form of the shareholders of the Buyer to approve a waiver to be granted by the Panel of the obligation that would otherwise arise to make a general offer to shareholders of the Buyer pursuant to Rule 9 of the Takeover Code.
WP&B:	the target work programme and budget as set out in Schedule 7.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 References to clauses and Schedules are to the clauses of and Schedules to this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A **person** includes a natural person, a corporate or unincorporated body (whether or not having separate legal personality).
- 1.8 This agreement shall be binding on and ensure to the benefit of, the parties to this agreement and their respective successors and permitted transferee and references to a **party** shall include that party's personal representatives, successors and permitted transferees.
- 1.9 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.10 A reference to **writing** or **written** includes email but excludes fax.
- 1.11 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12 References to a document in **agreed form** are to that document in the form agreed by the parties and initialled by them or on their behalf for identification.
- 1.13 Unless otherwise provided, a reference to a law is a reference to it as amended, extended or re-enacted from time to time provided that, as between the parties, no such amendment, extension or re-enactment made after the date of this agreement shall apply for the purposes of this agreement to the extent that it would impose any new or extended obligation, liability or restriction on, or otherwise adversely affect the rights of, any party.
- 1.14 A reference to a law shall include all subordinate legislation made from time to time under that law.
- 1.15 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.16 References to times of day are, unless the context otherwise requires, to London time and references to a day are to a period of 24 hours running from midnight on the previous day.

2. **CONDITIONS**

- 2.1 Closing is subject to and conditional upon:
 - 2.1.1 the Conditions in paragraphs 1.1, 1.2, 2 and 3 of Schedule 3 being satisfied (or waived by the Buyer in accordance with clause 2.7) by the Longstop Date; and
 - 2.1.2 the Conditions in paragraphs 4.1, 4.2 and 4.3 of Schedule 3 being satisfied on each day of the Interim Period (including Closing Date) (or waived by the Buyer in accordance with clause 2.7).
- 2.2 If any of the Conditions is not fully satisfied in accordance with clause 2.1, then unless each unfulfilled Condition is waived by the Buyer pursuant to clause 2.7, this agreement shall terminate and cease to have effect on the Longstop Date except for:
 - 2.2.1 any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination including the provisions referred to in clause 2.4; and
 - 2.2.2 any rights, remedies, obligations or liabilities of the parties that have accrued under this agreement up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.
- 2.3 Subject to clause 2.4, if the Buyer fails to secure sufficient votes to pass the Resolutions following the counting of the votes at the General Meeting, then the Sellers shall have the right to terminate this agreement immediately by written notice to the Buyer.
- 2.4 Following termination of this agreement in accordance with clause 2.2 or the termination of this agreement pursuant to clause 6.5.3 or clause 8.8.1, the following clauses shall continue to have effect:
 - 2.4.1 Clause 1 (Interpretation);
 - 2.4.2 Clause 2 (Conditions);
 - 2.4.3 Clause 12 (Confidentiality and Announcements);
 - 2.4.4 Clause 15 (Entire Agreement);
 - 2.4.5 Clause 16 (Variation and Waiver);
 - 2.4.6 Clause 17 (Costs);
 - 2.4.7 Clause 18 (Notices);
 - 2.4.8 Clause 26 (Language); and
 - 2.4.9 Clause 27 (Governing Law and Jurisdiction).
- 2.5 The Sellers and the Buyer shall use all reasonable endeavours (so far as lies within their respective powers so to do) to procure that the Conditions are satisfied as soon as practicable.
- 2.6 The Buyer and the Sellers shall cooperate fully in all actions necessary to procure the satisfaction of the Conditions, including (but not limited to) the provision by the parties of all information reasonably necessary to make any application for consent, notification or filing that the Buyer deems to be necessary or as requested by any relevant authority, keeping the other party informed of the progress of any notification or filing and providing such assistance as may reasonably be required.
- 2.7 The Buyer may to the extent it is legally entitled to do so and to such extent as it thinks fit (in its absolute discretion), waive in whole or in part any of the Conditions in paragraphs 4.1, 4.2 and 4.3 of Schedule 3 by notice in writing to the Sellers.

3. **SALE AND PURCHASE**

- 3.1 On the terms of this agreement and subject to the Conditions, the Sellers shall sell and the Buyer shall buy, with effect from Closing, the Sale Shares free from all Encumbrances and together with all rights that attach (or may in the future attach) to the Sale Shares including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the Closing Date.
- 3.2 Each of the Sellers severally covenants with the Buyer that:
- 3.2.1 it has the right to sell the Sale Shares set out opposite its name in column 2 of Part 1 of Schedule 1 on the terms set out in this agreement;
 - 3.2.2 it shall do all it can, at its own cost, to give the Buyer the full legal and beneficial title to the Sale Shares set out opposite its name in column 2 of Part 1 of Schedule 1;
 - 3.2.3 it sells the Sale Shares set out opposite its name in column 2 of Part 1 of Schedule 1 free from all Encumbrances;
 - 3.2.4 there is no right to require the Company to issue any share capital or create an Encumbrance affecting any unissued shares or debentures or other unissued securities of the Company; and
 - 3.2.5 no commitment has been given to create an Encumbrance affecting the Sale Shares set out opposite its name in column 2 of Part 1 of Schedule 1 (or any unissued shares or debentures or other unissued securities of the Company), or for the Company to issue any share capital and no person has claimed any rights in connection with any of those things.
- 3.3 The Buyer is not obliged to complete the purchase of any of the Sale Shares unless the purchase of all the Sale Shares is completed simultaneously.

4. **PURCHASE PRICE**

- 4.1 The total consideration for the sale of the Sale Shares is the sum of £1,400,000 (**Purchase Price**), which shall be satisfied by the Buyer allotting and issuing to the Sellers the Consideration Shares set out against each Seller's respective name at column 3 of Part 1 of Schedule 1 credited as fully paid.
- 4.2 The Consideration Shares shall rank *pari passu* in all respects with the ordinary shares of £0.0001 each in the capital of the Buyer, including the right to receive all dividends declared, made or paid after the Closing Date.

5. **EXCHANGE**

- 5.1 On the date of this agreement:
- 5.1.1 the Sellers shall each:
 - 5.1.1.1 deliver (or cause to be delivered) to the Buyer the items listed in Paragraph 1 of Part 1 of Schedule 4; and
 - 5.1.1.2 procure that a board meeting of the directors of the Company is held at which the matters set out in Paragraph 1 of Part 1 of Schedule 4 are carried out; and
 - 5.1.2 the Buyer shall deliver (or cause to be delivered) to the Sellers the items listed in Paragraph 2 of Part 1 of Schedule 4.

6. **CLOSING**

- 6.1 Closing shall take place on the Closing Date at the offices of the Buyer's Lawyers or at such other place or time as agreed in writing by each of the Sellers and the Buyer.
- 6.2 In this agreement, **Closing Date** means 14 October 2024 unless:
 - 6.2.1 the Conditions have not been fully satisfied (or waived by the Buyer in accordance with clause 2.7) on or before that date, in which event the Closing Date shall be:
 - 6.2.1.1 the second Business Day after all the Conditions have been fully satisfied (or waived); or
 - 6.2.1.2 any other date agreed by each of the Sellers and the Buyer in writing; or
 - 6.2.2 Closing is deferred in accordance with clause 6.5.2, in which event the Closing Date shall be the date to which Closing is so deferred.
- 6.3 The Sellers:
 - 6.3.1 undertake to the Buyer that at all times during the Interim Period the Business shall be conducted in the manner provided in Part 2 of Schedule 4; and
 - 6.3.2 give the Buyer the undertakings set out in Part 2 of Schedule 4.
- 6.4 At Closing:
 - 6.4.1 The Sellers shall each:
 - 6.4.1.1 deliver (or cause to be delivered) to the Buyer the items listed in Paragraph 1 of Schedule 5.
 - 6.4.1.2 deliver any other Transaction Documents required to be delivered by the Sellers at Closing; and
 - 6.4.2 The Buyer shall:
 - 6.4.2.1 issue the Consideration Shares in accordance with clause 4;
 - 6.4.2.2 deliver (or cause to be delivered) to the Sellers the items listed in paragraph 2 of Schedule 5;
 - 6.4.2.3 deliver any other Transaction Documents required to be delivered by the Buyer at Closing.
- 6.5 If the Sellers do not comply with its obligations in clause 6.4 in any material respect the Buyer may (at its sole discretion and without prejudice to any other rights or remedies it may have, including the right to claim damages for breach of this agreement):
 - 6.5.1 proceed to Closing;
 - 6.5.2 defer Closing to a date no more than twenty-eight days after the date on which Closing would otherwise have taken place; or
 - 6.5.3 terminate this agreement by notice in writing to the Sellers (in which case clause 2.4 shall apply).
- 6.6 The Buyer may defer Closing under clause 6.5.2 only once, but otherwise this clause 5 applies to a Closing deferred under that clause as it applies to a Closing that has not been deferred.

6.7 As soon as possible after Closing, each of the Sellers shall send to the Buyer (at the Buyer's registered office for the time being) all records, correspondence, documents, files, memoranda and other papers relating to the Company and MHI, which are not otherwise required to be delivered at Closing.

7. **WP&B**

The Buyer undertakes to the Company and each of the Sellers that it will fund the WP&B on the terms set out in Schedule 7 (to the extent it is legally permitted to do so).

8. **WARRANTIES**

8.1 Each of the Sellers acknowledges that the Buyer is entering into this agreement on the basis of, and in reliance on, the Warranties.

8.2 Each of the Sellers severally warrants to the Buyer that, except as Disclosed, each Warranty is true, accurate and not misleading on the date of this agreement.

8.3 Each of the Sellers further severally warrants to the Buyer that each of the Warranties will be true, accurate and not misleading throughout the Interim Period. For this purpose, each of the Warranties shall be deemed to be repeated on each day of the Interim Period by reference to the facts and circumstances then subsisting, and any reference made to the date of this agreement (whether express or implied) in relation to any Warranty shall be construed, in connection with the repetition of the Warranties, as a reference to the date of such repetition.

8.4 Each of the Sellers shall not (and shall procure that none of the Company, MHI nor any of the other Sellers) do or omit to do anything during the Interim Period that would be materially inconsistent with any term of this agreement, including any of the Warranties, or cause any Warranty to be untrue, inaccurate or misleading in any material respect.

8.5 Any payment made by any of the Sellers in respect of a Claim shall include:

8.5.1 an amount in respect of all costs and expenses incurred by the Buyer in bringing the relevant Claim (including a reasonable amount in respect of management time); and

8.5.2 any amount necessary to ensure that, after the deduction of any Tax due on the payment, the Buyer is left with the same amount it would have had if the payment were not subject to Tax.

8.6 If at any time during the Interim Period any of the Sellers becomes aware of a fact or circumstance which constitutes (or which is reasonably expected to constitute) a breach of Warranty, or which would cause (or is reasonably expected to cause) a Warranty to be untrue, inaccurate or misleading, such Seller shall promptly:

8.6.1 notify the Buyer in writing of the relevant fact or circumstance in sufficient detail to enable the Buyer to make an accurate assessment of the situation; and

8.6.2 if requested by the Buyer, use all reasonable endeavours to prevent or remedy (as the case may be) the notified breach or anticipated breach.

8.7 Warranties qualified by the expression **so far as the Sellers are aware** (or any similar expression) will be treated as referring to the actual knowledge of each of the Sellers having made reasonable enquiry of:

8.7.1 John Stalker;

8.7.2 Neil Herbert or representatives of Cambrian Limited; and

8.7.3 Michael John Keyes.

- 8.8 If at any time during the Interim Period it becomes apparent that a Warranty has been breached, is untrue, inaccurate or misleading, or that any of the Sellers has breached any other term of this agreement that is material to the Transaction (including, without limitation, any of the Sellers' obligations and undertakings in Part 2 of Schedule 4) the Buyer may (at its sole discretion and without prejudice to any other rights or remedies it has, including the right to claim damages for breach of this agreement):
- 8.8.1 terminate this agreement by notice in writing to each of the Sellers (in which case clause 2.4 shall apply); or
- 8.8.2 proceed to Closing.
- 8.9 Each of the Warranties is separate and, unless specifically provided, is not limited by reference to any other Warranty or any other provision of this agreement.
- 8.10 Except for the matters Disclosed or for matters within the actual knowledge of the Buyer (actual knowledge for these purposes being as set out in clause 9.5) no other information of which the Buyer has knowledge (in each case whether constructive or imputed), or which could have been discovered (whether by investigation made by the Buyer or on its behalf), shall prejudice or prevent any Claim or reduce the amount recoverable under any Claim.
- 8.11 The Sellers each agree that the supply of any information by or on behalf of the Company to the Sellers or their respective advisers in connection with the Warranties, the Disclosure Letter or otherwise shall not constitute a warranty, representation or guarantee as to the accuracy of such information in favour of the Sellers. Each of the Sellers unconditionally and irrevocably waive all and any rights and claims that they may have against the Company on which any of the Sellers has, or may have, relied in connection with the preparation of the Disclosure Letter, or agreeing the terms of this agreement, and further each of the Sellers severally undertake to the Buyer and the Company not to make any such claims.
- 8.12 For the avoidance of doubt, the rights and remedies of the Buyer in respect of any Claim or claim under the Tax Covenant shall not be affected by Closing, or any termination of (or the Buyer's failure to terminate) this agreement.
- 9. LIMITATIONS ON CLAIMS**
- 9.1 Save as provided under clause 9.10, this clause 9 limits the liability of the Sellers in relation to any Claim and (where specifically provided) any claim under the Tax Covenant.
- 9.2 The liability of each Seller for all Claims, all claims under the Tax Covenant and any other claim under the Agreement or connected therewith or arising as a consequence of the transactions covered by the Agreement, but excluding Fundamental Warranty Claims shall not exceed the figure set out opposite each Sellers' respective name in column 4 of Part 1 of Schedule 1. Each Seller shall only be liable for the percentage of any Claim or claim under the Tax Covenant or any other claim under the Agreement or connected therewith or arising as a consequence of the transactions covered by the Agreement as set out opposite each Sellers' respective name in column 6 of Part 1 of Schedule 1.
- 9.3 The Sellers shall not be liable for a Claim (excluding Fundamental Warranty Claims) and any other claim under the Agreement or connected therewith or arising as a consequence of the transactions covered by the Agreement unless:
- 9.3.1 the Sellers' liability in respect of such claim (together with any connected claims) exceeds £1,400; and
- 9.3.2 the amount of the Sellers' liability in respect of such claim, either individually or when aggregated with the Sellers' liability for all other claims (other than those excluded under clause 9.3.1) exceeds £14,000, in which case the Sellers shall be liable for the whole amount of the claim and not just the amount above the threshold specified in this clause 9.3.2.

- 9.4 The Sellers shall not be liable for a Claim excluding the Fundamental Warranties Claims if and to the extent that the Claim:
- 9.4.1 arises from facts, events or circumstances that have been Disclosed; or;
- 9.4.2 relates to a matter specifically and fully provided for in the Accounts.
- 9.5 The Buyer shall not be entitled to make a Claim if and to the extent that the facts, matters, events or circumstances giving rise to the Claim are within the actual knowledge of:
- 9.5.1 John Treacy; and
- 9.5.2 Steven Xerri,
- (each of the Buyer).
- 9.6 The Sellers shall not be liable for a Claim and any other claim under the Agreement or connected therewith or arising as a consequence of the transactions covered by the Agreement unless notice in writing summarising the nature of the claim (in so far as it is known to the Buyer) and, as far as is reasonably practicable, the amount claimed, has been given by or on behalf of the Buyer to the Sellers:
- 9.6.1 in the case of a claim for breach of the Tax Warranties on or before the seventh anniversary of Closing; and
- 9.6.2 in any other case, the period of two years commencing on the Closing Date.
- 9.7 The liability of each Seller for all Fundamental Warranty Claims shall not exceed the figure set out opposite each Sellers' respective name in column 5 of Part 1 of Schedule 1.
- 9.8 Any Claim and any other claim under the Agreement or connected therewith or arising as a consequence of the transactions covered by the Agreement that is notified in accordance with this clause shall (if not previously satisfied, settled or withdrawn) be deemed to have been irrevocably withdrawn twelve months after the date on which notice of the relevant claim was given (and no new claim may be made in respect of the same facts) unless, on or before that date, legal proceedings have been issued and served on any of the Sellers.
- 9.9 The Buyer is not entitled to recover damages or otherwise obtain payment, reimbursement, restitution or indemnity more than once in respect of the same loss, shortfall, damage, deficiency, breach or other event or circumstance.
- 9.10 Nothing in this clause 9 applies to exclude or limit the liability of any of the Sellers if and to the extent that a Claim arises or is delayed as a result of dishonesty, fraud, wilful misconduct or wilful concealment by any of the Sellers, its agents or advisers.

10. TAX COVENANT

The provisions of Schedule 8 apply in this agreement in relation to Taxation.

11. RESTRICTIONS ON THE SELLERS

- 11.1 Each of the Sellers severally for itself only undertakes to each of the Buyer and the Company that it shall not:
- 11.1.1 at any time after Closing, use in the course of any business:
- 11.1.1.1 the words "Quantum Hydrogen" or "Mesabi Hydrogen";
- 11.1.1.2 any trade or service mark, business or domain name, design or logo which, at Closing, is or has been used by the Company or MHI in connection with the Business; or

- 11.1.1.3 anything which, in the reasonable opinion of the Buyer, is capable of confusion with the words, marks, names, designs or logos referred to in clause 11.1.1.1 or clause 11.1.3.2;
 - 11.1.2 at any time after Closing, do or say anything which may be harmful to the reputation of the Company or MHI; or
 - 11.1.3 at any time after Closing, present itself or permit itself to be presented as:
 - 11.1.3.1 connected in any capacity with the Company or MHI; or
 - 11.1.3.2 interested or concerned in any way in the Sale Shares (or any of them).
- 11.2 The undertakings in clause 11.1 are intended for the benefit of, and shall be enforceable by, each of the Buyer, the Company and MHI and shall apply to actions carried out by each of the Sellers (or any member of each Seller's respective Group as such Group is constituted after Closing) in any capacity (including as shareholder, partner, director, principal, consultant, officer, agent or otherwise) and whether directly or indirectly, on behalf of the Sellers (or any other member of its Group) or on behalf of, or jointly with, any other person.
- 11.3 Nothing in clause 11.1 shall prevent any of the Sellers (or any member of each Seller's respective Group) from holding for investment purposes only:
 - 11.3.1 any units of any authorised unit trust; or
 - 11.3.2 not more than 3% of any class of shares or securities of any company traded on a market operated by an investment exchange recognised by the Financial Conduct Authority.
- 11.4 Nothing in this clause shall prevent the Sellers or any other person connected to them from acting under and in accordance with any agreement or appointment with the Buyer or a member of its Group.
- 11.5 Each of the Sellers' undertakings in clause 11.1 is a separate undertaking and shall be enforceable by the Buyer, the Company and MHI separately and independently of their right to enforce any one or more of the other undertakings contained in that clause.
- 11.6 The parties acknowledge that each of the Sellers has confidential information relating to the Business and that the Buyer is entitled to protect the goodwill of the Business as a result of buying the Sale Shares. Accordingly, each of the undertakings in clause 11.1 is considered fair and reasonable by the parties.
- 11.7 Each undertaking in clause 11.1 is given for the purpose of assuring to the Buyer the value and benefit of the Business and goodwill of the Company, and in consideration of the Buyer's agreement to acquire the Sale Shares on the terms of this agreement.
- 12. **CONFIDENTIALITY AND ANNOUNCEMENTS**
- 12.1 Each of the Sellers undertakes to each of the Buyer, the Company and MHI that it shall (and shall procure that each member of its Group, as such Group is constituted after Closing, shall):
 - 12.1.1 keep confidential the terms of this agreement and all confidential information, know-how or trade secrets in its possession concerning the business, assets, affairs, customers, clients or suppliers of the Company, MHI or any member of the Buyer's Group;
 - 12.1.2 not disclose any of the information referred in clause 12.1.1 (whether in whole or in part) to any third party, except as expressly permitted by this clause 12; and

- 12.1.3 not make any use of any of the information referred in clause 12.1.1, other than to the extent necessary for the purpose of exercising or performing its rights and obligations under this agreement.
- 12.2 The Buyer undertakes to each of the Sellers that it shall:
 - 12.2.1 keep confidential the terms of this agreement and all confidential information, know-how or trade secrets in its possession concerning the business, assets, affairs, customers, clients or suppliers of each of the Sellers or any other member of each Sellers' Group (as such Group is constituted after Closing);
 - 12.2.2 not disclose any of the information referred in clause 12.2.1 (whether in whole or in part) to any third party, except as expressly permitted by this clause 12; and
 - 12.2.3 not make any use of any of the information referred in clause 12.2.1, other than to the extent necessary for the purpose of exercising or performing its rights and obligations under this agreement.
- 12.3 Nothing in this agreement shall be construed as imposing on the Buyer an obligation to keep confidential, or restrict its use after Closing, of any information relating to the Company or MHI or to restrict its use of such information after Closing.
- 12.4 Notwithstanding any other provision of this agreement, no party is required to keep confidential or to restrict its use of any information that:
 - 12.4.1 is or becomes public knowledge or otherwise generally available to the public (other than as a direct or indirect result of the information being disclosed in breach of this agreement);
 - 12.4.2 the parties agree in writing is not confidential; or
 - 12.4.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party.
- 12.5 Either party may disclose any information that it is otherwise required to keep confidential under this clause 12:
 - 12.5.1 to any employees, officers, consultants, representatives or advisers of any member of its Group who need to know such information for the purposes of advising on this agreement or facilitating the Transaction, provided that the party making the disclosure informs the recipient of the confidential nature of the information before disclosure and procures that the recipients shall, in relation to the information disclosed to them, comply with the obligations set out in this clause 12 as if the recipients were that party. The party making a disclosure under this clause shall, at all times, be liable for the failure by its recipients to comply with the obligations set out in this clause;
 - 12.5.2 in the case of the Buyer only, to a proposed transferee of the Sale Shares for the purpose of enabling the proposed transferee to evaluate the proposed transfer;
 - 12.5.3 in the case of the Buyer only, to its funders, potential investors and their respective advisers, employees, officers, representatives or consultants in connection with the financing of the Transaction;
 - 12.5.4 with the prior consent in writing of the other party;
 - 12.5.5 to confirm either that the Transaction has taken place or the Closing Date, but without otherwise revealing any other terms of the Transaction or making any other announcement; or

12.5.6 to the extent that the disclosure is required:

12.5.6.1 by the laws of any jurisdiction to which the disclosing party is subject, including the AQSE Rules, Takeover Code and/or the Market Abuse Regulations;

12.5.6.2 by an order of any court of competent jurisdiction, or any regulatory, judicial, governmental or similar body, or any Tax Authority or securities exchange of competent jurisdiction;

12.5.6.3 to make any filing with, or obtain any authorisation from, any regulatory, governmental or similar body, or any Tax Authority or securities exchange of competent jurisdiction;

12.5.6.4 under any arrangements in place under which negotiations relating to terms and conditions of employment are conducted; or

12.5.6.5 to protect the disclosing party's interest in any legal proceedings,

provided that in each case (and to the extent it is legally permitted to do so) the disclosing party gives the other party as much notice of the disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

12.6 Each party shall supply the other party with such information about itself, its Group or this agreement as the other party may reasonably require for the purposes of satisfying the requirements of any law or any judicial, governmental, regulatory or similar body or any Tax Authority or securities exchange of competent jurisdiction to which the other party is subject.

12.7 Subject to clause 12.8, clause 12.9 and clause 12.10, neither party shall make, or permit any person to make, any public announcement, communication or circular concerning this agreement or the Transaction (**announcement**) without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

12.8 Nothing in clause 12.7 shall prevent either party from making an announcement required by law or any governmental or regulatory authority (including any Tax Authority), any securities exchange or any court or other authority of competent jurisdiction provided that the party required to make the announcement consults with the other party and takes into account the reasonable requests of the other party in relation to the content of such announcement before it is made.

12.9 The parties shall issue a press release in agreed form (complying with the AQSE Rules) immediately after the date of this agreement.

12.10 The Buyer may at any time after Closing announce its acquisition of the Sale Shares to any other member of the Buyer's Group.

13. **FURTHER ASSURANCE**

At its own expense, the Sellers shall (and shall use reasonable endeavours to procure that any relevant third party shall) promptly execute and deliver such documents and perform such acts as the Buyer may reasonably require from time to time for the purpose of giving full effect to this agreement.

14. **ASSIGNMENT**

- 14.1 Subject to the further provisions of this clause 14, no party shall assign, transfer, mortgage, charge, declare a trust of, or deal in any other manner with any or all of its rights and obligations under this agreement (or any other Transaction Document).
- 14.2 Each party confirms it is acting on its own behalf in relation to the Transaction and not for the benefit of any other person.
- 14.3 The Buyer may assign or transfer its rights (but not its obligations) under this agreement (or any other Transaction Document) to:
 - 14.3.1 another member of its Group for so long as that company remains a member of the Buyer's Group. The Buyer shall procure that any company assigns any rights assigned to it in accordance with this clause 14.3 back to the Buyer or to such other member of the Buyer's Group as it may nominate immediately before that company ceases to be a member of the Buyer's Group; or
 - 14.3.2 any person to whom the Sale Shares are sold or transferred by the Buyer following Closing.
- 14.4 The Buyer may grant security over, or assign by way of security, any or all of its rights under this agreement or any other Transaction Document for the purposes of, or in connection with, the financing (whether in whole or in part) of the Transaction. On the enforcement of any security of a kind referred to in this clause 14.4, the Buyer, or any administrative receiver of the Buyer or any person having the benefit of such security may assign any or all of the relevant rights to any person, but the Sellers' liability to any assignee in respect of those rights shall not be greater than if no assignment had taken place.
- 14.5 If there is an assignment or transfer of the Buyer's rights under clause 14.3 or clause 14.4:
 - 14.5.1 the Sellers may discharge its obligations under this agreement to the Buyer until they receive notice of the assignment or transfer; and
 - 14.5.2 the assignee or transferee may enforce this agreement as if it were named in this agreement as the Buyer, but the Buyer shall remain liable for any obligations under the agreement.

15. **ENTIRE AGREEMENT**

- 15.1 This agreement (together with any other Transaction Document), constitute the entire agreement between the parties and supersede and extinguish all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to their subject matter.
- 15.2 Each party acknowledges that in entering into this agreement, and any other Transaction Document, it does not rely on, and shall have no rights or remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement or any other Transaction Document.
- 15.3 Each party agrees that it shall not have any claim for innocent or negligent misrepresentation based on any statement or warranty in this agreement or any other Transaction Document.
- 15.4 Nothing in this clause 15 operates to limit or exclude any liability for fraud.

16. **VARIATION AND WAIVER**

- 16.1 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.2 A waiver of any right or remedy under this agreement or by law is only effective if it is given in writing and signed by the person waiving such right or remedy. Any such waiver shall apply only

to the circumstances for which it is given and shall not be deemed a waiver of any subsequent breach or default.

- 16.3 A failure or delay by any person to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 16.4 A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

17. COSTS

- 17.1 Except as expressly provided in this agreement and in this clause, each party shall pay its own costs and expenses incurred in connection with the Transaction, including the negotiation, preparation and execution of this agreement and the other Transaction Documents. The Buyer shall pay the costs of the Sellers for the Legal Opinions to be provided in terms of clause 1.1, part 1 of schedule 4 on receipt of invoices.
- 17.2 Without prejudice to any other right or remedy the Buyer may have, the Sellers shall severally indemnify the Buyer against all costs and expenses incurred by the Buyer in investigating the affairs of the Company and MHI and in negotiating, preparing, executing or terminating this agreement and the other Transaction Documents in the event that:

- 17.2.1 the Buyer terminates this agreement in accordance with clause 6.5 or clause 8.8; or
- 17.2.2 this agreement terminates and ceases to have effect in accordance with clause 2.2 because any of the Conditions have not been satisfied or waived

subject to a cap of £25,000.

18. NOTICES

- 18.1 For the purposes of this clause 18 (but subject to clause 18.7), **notice** includes any other communication.
- 18.2 A notice given to a party under or in connection with this agreement:
- 18.2.1 shall be in writing and in English (or be accompanied by an accurate translation into English);
- 18.2.2 shall be signed by or on behalf of the party giving it;
- 18.2.3 shall be sent to the relevant party for the attention of the contact and to the address, email address specified in clause 18.3, or such other contact, address, email address as that party may notify in accordance with clause 18.4;
- 18.2.4 shall be:
- 18.2.4.1 delivered by hand;
- 18.2.4.2 sent by pre-paid first class post or another next working day delivery service providing proof of postage;
- 18.2.4.3 sent by pre-paid airmail or by reputable international overnight courier (if the notice is to be served by post to an address outside the country from which it is sent) providing proof of postage; or

18.2.4.4 sent by email; and

18.2.5 unless proved otherwise is deemed received as set out in clause 18.5.

18.3 The addresses, email addresses and contacts for service of notices are:

18.3.1 Cambrian Limited:

18.3.1.1 address: 25, Qui-Si-Sana Seafront, Sliema, Malta, SLM 3113

18.3.1.2 for the attention of: Andrew James Abdilla

18.3.1.3 email address: andrew@nhfamilyoffice.com

18.3.2 Promaco Limited:

18.3.2.1 address: The Courtyard, Albert Road, Ramsey, Isle of Man, IM8 1JB

18.3.2.2 for the attention of: Graham Moore

18.3.2.3 email address: gm@bspoke360.com

18.3.3 Frontier Resources International, Inc.:

18.3.3.1 address: 3535, Briarpark Drive, Suite 207, Houston, the State of Texas, United States of America, 77042

18.3.3.2 for the attention of: Michael John Keyes

18.3.3.3 email address: jkeyes@qhi.energy

18.3.4 Oscillate PLC:

18.3.4.1 address: Shakespeare Martineau LLP 6th Floor, 60 Gracechurch Street, London, United Kingdom, EC3V 0HR

18.3.4.2 for the attention of: John Treacy

18.3.4.3 email address: john.treacy1981@icloud.com

18.4 A party may change its details for service of notices as specified in clause 18.3 by giving notice in writing to the other parties. Any change notified pursuant to this clause shall take effect at 9.00 am on the later of:

18.4.1 the date (if any) specified in the notice as the effective date for the change; and

18.4.2 the date five Business Days after deemed receipt of the notice of change.

18.5 A notice is deemed to have been received (provided that all other requirements in this clause 18 have been satisfied):

18.5.1 if delivered by hand, on signature of a delivery receipt;

18.5.2 if sent by pre-paid first class post or another next working day delivery service providing proof of postage, at 9.00 am on the second Business Day after posting;

18.5.3 if sent by pre-paid airmail providing proof of postage to an address outside the country from which it is sent, at 9.00 am on the fifth Business Days after posting or at ;

- 18.5.4 if sent by reputable international overnight courier to an address outside the country from which it is sent, on signature of a delivery receipt or at the time the notice is left at the address; or
- 18.5.5 if sent by email, at the time of transmission,
- 18.6 Provided that if deemed receipt under the previous paragraphs of this clause 18.5 would occur outside the Usual Business Hours, the notice shall be deemed to have been received when Usual Business Hours next recommence. For the purposes of this clause, **Usual Business Hours** means 9.00 am to 5.30 pm local time on any day which is not a Saturday, Sunday or public holiday in the place of receipt of the notice (which, in the case of service of a notice by email shall be deemed to be the same place as is specified for service of notices on the relevant party by hand or post). For the purposes of this clause, all references to time are to local time in the place of deemed receipt.
- 18.7 This clause 18 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
19. **SEVERANCE**
- If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
20. **AGREEMENT SURVIVES CLOSING**
- This agreement (other than obligations that have already been fully performed) remains in full force after Closing.
21. **SUCCESSORS**
- This agreement (and any of the Transaction Documents) are made for the benefit of the parties and their successors and permitted transferees, and the rights and obligations of the parties under this agreement (and any of the Transaction Documents) shall continue for the benefit of, and shall be binding on, their respective successors and permitted transferees.
22. **THIRD PARTY RIGHTS**
- 22.1 Except as expressly provided in clause 22.1.1, no one other than a party to this agreement, their personal representatives, successors and permitted transferees, shall have any right to enforce any of its terms.
- 22.1.1 **The following provisions are intended to benefit future buyers of the Sale Shares and (to the extent that they are identified in the relevant clauses as recipients of rights or benefits under that clause) the Company and MHI, and shall be enforceable by each of them to the fullest extent permitted by law:**
- 22.1.2 Clause 7 (Warranties) and Schedule 6, subject to clause 9 (Limitations on Claims);
- 22.1.3 Clause 10 and Schedule 8 (Tax Covenant).
- 22.1.4 Clause 11 (Restrictions on the Seller); and
- 22.1.5 Clause 12 (Confidentiality and Announcements).
- 22.2 The rights of the parties to terminate or vary this agreement or to agree any waiver or settlement under this agreement are not subject to the consent of any other person.

23. COUNTERPARTS

- 23.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 23.2 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. If this method of delivery is adopted, each party shall, without prejudice to the validity of the agreement thus made, provide the other with the original of such counterpart as soon as reasonably possible thereafter.
- 23.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

24. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

25. INADEQUACY OF DAMAGES

Without prejudice to any other rights or remedies that the Buyer may have, each of the Sellers acknowledge and agree that damages alone would not be an adequate remedy for any breach of the terms of clause 11 or clause 12 by the Sellers. Accordingly, the Buyer shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of those clauses.

26. LANGUAGE

- 26.1 If this agreement is additionally signed in, or is translated into, any language other than English the English language version shall prevail.
- 26.2 Any other document provided in connection with this agreement, including any Transaction Document, shall be in English, or there shall be a properly prepared translation into English and the English translation will prevail in the case of any conflict between them.

27. GOVERNING LAW AND JURISDICTION

- 27.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 27.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1**PART 1
SELLERS' DETAILS AND CONSIDERATION SHARES**

(1) Sellers' Particulars	(2) Number and class of Shares to be sold	(3) Amount of Consideration Shares	(4) Warranty cap £ (50% of value received)	(5) Fundamental Warranty cap £ (100% of value received)	(6) Percentage of any claim (%)
Cambrian Limited (company number: C 75579 (Malta)) 25, Qui-Si-Sana Seafront, Sliema, Malta, SLM 3113	477	51,928,460	259,642.30	519,284.60	37.09
Promaco Limited (company number: 114256C (Isle of Man)) The Courtyard, Albert Road, Ramsey, Isle of Man, IM8 1JB	476	51,819,596	259,097.98	518,195.96	37.01
Frontier Resources International, Inc. (Employer Identification Number: 76-0308141 (State of Texas, United States of America)) 3535, Briarpark Drive, Suite 207, Houston, the State of Texas, United States of America, 77042	333	36,251,944	181,259.72	362,519.44	25.90
TOTAL	1,286	140,000,000	700,000	1,400,000	100

PART 2
POST-CLOSING CAPITALISATION TABLE

	Number and class of shares in the Buyer	Percentage of total shares in the Buyer
Issued share capital of the Buyer at the date of this agreement	210,556,550	51.93
Aggregate shares to be issued to the Sellers	140,000,000	34.53
Placing Shares	50,000,000	12.33
Enlarged shareholding of the Buyer at Closing (including the Placing Shares)	405,439,950	100%

SCHEDULE 2**PART 1 – PARTICULARS OF THE COMPANY**

Name:	Quantum Hydrogen Inc
File Number:	804852585
Registered address:	3535, Briarpark Drive, Suite 207, Houston, the State of Texas, United States of America, 77042
Issued shares	Amount: 1,286 shares without par value
Registered shareholder(s) (and number of Sale Shares held):	Cambrian Limited: 477 shares without par value Promaco Limited: 476 shares without par value Frontier Resources International, Inc.: 333 shares without par value
Director	Michael J. Keyes.

PART 2 – PARTICULARS OF MHI

Name:	Mesabi Hydrogen Inc.
File Number:	1478482000028
Registered address:	302, West Superior Street, Suite 700, Duluth, Minnesota, United States of America, MN 55802
Issued share capital:	Amount: 100 shares without par value
Registered shareholder(s) (and number of Sale Shares held):	Quantum Hydrogen Inc: 100 shares without par value
Director	Michael J. Keyes.

SCHEDULE 3 CONDITIONS

1. SHAREHOLDER CONSENT

- 1.1 The passing at a duly convened meeting of shareholders of the Buyer of the Whitewash Resolution in the agreed form.
- 1.2 The passing at a duly convened meeting of shareholders of the Buyer of the Authority Resolution in the agreed form.

2. COMPETITION CLEARANCE AND OTHER CONSENTS

The Buyer receiving confirmation that, following the passing of the Whitewash Resolution, the Panel consents to the allotment of the Consideration Shares to the Sellers for the purposes of Rule 9 of the Takeover Code.

3. PLACING

The successful completion of the Placing by the Buyer.

4. OTHER MATTERS

- 4.1 No person:
 - 4.1.1 having commenced, or threatened to commence, any proceedings or investigation for the purpose of prohibiting or otherwise challenging or interfering with the Transaction;
 - 4.1.2 having taken or threatened to take any action as a result, or in anticipation, of the Transaction that would be materially inconsistent with any of the Warranties; or
 - 4.1.3 having enacted or proposed any legislation (including any subordinate legislation) which would prohibit, materially restrict or materially delay the implementation of the Transaction or the operations of the Company.
- 4.2 There being no variation to the Material Agreement between the date of the signing of this agreement and the Closing Date.
- 4.3 There being no lapse or termination of the Material Agreement between the date of the signing of this agreement and the Closing Date.

SCHEDULE 4
EXCHANGE AND CONDUCT BETWEEN SIGNING AND CLOSING

PART 1 – EXCHANGE DELIVERABLES

1. DOCUMENTS TO BE DELIVERED BY THE SELLER AT EXCHANGE

On the date of this agreement, the Sellers shall deliver (or cause to be delivered) to the Buyer:

1.1 a legal opinion in the agreed form of:

1.1.1 legal counsel of Malta, confirming that Cambrian Limited is validly incorporated under the laws of Malta, has the capacity to enter into this agreement (and each Transaction Document to which it is a party) and that the agreement (and each Transaction Document to which it is a party) is legal, valid and enforceable;

1.1.2 legal counsel of the Isle of Man, confirming that Promaco Limited is validly incorporated under the laws of the Isle of Man, has the capacity to enter into this agreement (and each Transaction Document to which it is a party) and that the agreement (and each Transaction Document to which it is a party) is legal, valid and enforceable; and

1.1.3 legal counsel of the State of Texas, United States of America, confirming that Frontier Resources International Inc is validly incorporated under the laws of the State of Texas, United States of America, has the capacity to enter into this agreement (and each Transaction Document to which it is a party) and that the agreement (and each Transaction Document to which it is a party) is legal, valid and enforceable;

1.2 a copy of the minutes of a meeting of the board of directors of the Company in the agreed form (approving the transfer of the Sale Shares to the Buyer (subject to Closing) and authorising the execution of any Transaction Document to which the Company is a party, and appointing the relevant signatory or signatories to sign such Transaction Document(s) on the Company's behalf);

1.3 a copy of the minutes of a meeting of the board of directors of each of the Sellers in the agreed form (authorising the execution of any Transaction Document to which each respective Seller is a party, and appointing the relevant signatory or signatories to sign such Transaction Document(s) on the respective Seller's behalf); and

1.4 the WP&B in agreed form.

2. DOCUMENTS TO BE DELIVERED BY THE BUYER AT EXCHANGE

On the date of this agreement, the Buyer shall deliver to the Sellers:

2.1 an opinion of the Buyer's Lawyers, in agreed form, confirming the Buyer is validly incorporated under the laws of England and Wales, has the capacity to enter into this agreement and that the agreement is legal, valid and enforceable; and

2.2 a copy of the resolution in agreed form adopted by the board of directors of the Buyer authorising the Transaction and the execution and delivery by the officers specified in the resolutions of this agreement and any other documents referred to in this agreement as being required to be delivered by the Buyer.

PART 2 – CONDUCT BETWEEN SIGNING AND CLOSING

1. At all times during the Interim Period, the Sellers shall:

1.1 procure that the Company carries on the Business in the normal course and in the manner provided in this Part 2 of Schedule 4;

- 1.2 promptly notify in writing the Buyer of any material change in the Business, assets, position (financial, trading or otherwise), profits of the Company;
- 1.3 promptly provide the Buyer, its agents and representatives with such information relating to the business and affairs of the Company, and such access to their books and records, as the Buyer may reasonably require from time to time;
2. During the Interim Period, the Sellers shall procure that, except with the prior written consent of the Buyer, the Company shall not (nor shall it agree to):
 - 2.1 dispose of any material assets used or required for the operation of the Business;
 - 2.2 allot or issue any shares or other securities, or repurchase or redeem any of its shares;
 - 2.3 appoint any person as a director;
 - 2.4 pass any resolution of its members or shareholders;
 - 2.5 enter into, modify or terminate any contract with a liability to the Company of USD\$10,000 or above in a financial year, other than in the ordinary course of the business;
 - 2.6 modify or terminate the Material Agreement;
 - 2.7 incur any capital expenditure the aggregate of which will not be in excess of USD\$10,000;
 - 2.8 borrow any sum in excess of the amounts borrowed in the ordinary course of the Business and available to it at the date of this agreement;
 - 2.9 make any loan or cancel, release or assign any indebtedness owed to it or any claims held by it;
 - 2.10 enter into any lease, lease-hire or hire-purchase agreement or agreement for payment on deferred terms;
 - 2.11 declare or pay any dividend or make any other distribution of its assets;
 - 2.12 make any alterations to the terms and conditions of employment (including benefits) of any of its Directors;
 - 2.13 provide any non-contractual benefit to any Director or their dependants;
 - 2.14 Employ or engage (or offer to employ or engage) any person;
 - 2.15 create or agree to create any Encumbrance over any of its assets or its undertaking;
 - 2.16 give any financial or performance guarantee, or any similar security or indemnity;
 - 2.17 commence or settle any legal proceedings relating to the Business, or otherwise concerning the Company;
 - 2.18 pay any management charge to the Sellers (or any member of each Sellers' Group);
 - 2.19 incur any liabilities to any of the Sellers (or any member of each Sellers' Group), other than trading liabilities incurred in the normal course of the Business;
 - 2.20 enter into any agreement (or modify any subsisting agreement) with any trade union or any agreement that relates to any works council;
 - 2.21 make any material changes to the accounting standards, procedures, policies or principles by reference to which its accounts are drawn up; or

- 2.22 permit any of its insurance policies to lapse or do anything which would reduce the amount or scope of cover or make any of its insurance policies void or voidable.

**SCHEDULE 5
CLOSING DELIVERABLES**

1. DOCUMENTS TO BE DELIVERED BY THE SELLER AT CLOSING

At Closing, the Sellers shall deliver (or cause to be delivered) to the Buyer:

- 1.1 the registers required to be kept by the Company under the law of the State of Texas, United States of America, in each case properly written up as at the Closing Date, including for the avoidance of doubt, copies of all minutes of the Company and shareholder resolutions of the Company;
- 1.2 any waivers, consents or other documents required to enable the Buyer (or its nominee) to be registered as the holder of the Sale Shares, in each case in agreed form, and including an irrevocable waiver of any pre-emption right or other restriction on the transfer of the Sale Shares conferred on any person who is not a party to this agreement (as applicable), duly signed by the holder of such right or restriction;
- 1.3 transfers of the Sale Shares, in agreed form, duly signed by the Sellers (as applicable) in favour of the Buyer;
- 1.4 the definitive share certificates for the Sale Shares or an indemnity, in agreed form, for any lost certificates;
- 1.5 in relation to the Company:
 - 1.5.1 statements from each bank at which it has an account, giving the balance of each account at the close of business on the last Business Day before Closing;
 - 1.5.2 all cheque books in current use (if any) and written confirmation that no cheques have been written since the statements delivered above were prepared;
 - 1.5.3 details of its cash book balances; and
 - 1.5.4 reconciliation statements reconciling the cash book balances with the bank statements delivered above;
- 1.6 the Lock-In Deeds duly executed by each of the Sellers;
- 1.7 the Relationship Agreement duly executed by each of the Sellers;

2. DOCUMENTS TO BE DELIVERED BY THE BUYER AT CLOSING

At Closing the Buyer shall, in addition to its obligations under clause 4, (subject to each of the Sellers complying with paragraph 1 and 3 above) deliver to the Sellers:

- 2.1 a copy of the Circular, in agreed form;
- 2.2 a copy of the Resolutions, in agreed form, passed by the Buyer's shareholders;
- 2.3 a copy of the Whitewash Resolution in the agreed form, passed by the Buyer's shareholders;
- 2.4 the Lock-In Deed duly executed by the directors of the Buyer as at the Closing Date;
- 2.5 the Relationship Agreements duly executed by the Buyer;

SCHEDULE 6 WARRANTIES

PART 1 GENERAL WARRANTIES

1. POWER TO SELL THE SALE SHARES

- 1.1 The Sellers have taken all necessary action and has all requisite power and authority to enter into and perform this agreement and each of the other Transaction Documents to which they are a party in accordance with their respective terms.
- 1.2 This agreement and each of the other Transaction Documents (to which it is a party) constitute (or shall constitute when executed) valid, legal and binding obligations on the Sellers in accordance with their respective terms.
- 1.3 The execution and delivery by the Sellers of this agreement and each of the other Transaction Documents to which they are a party and compliance with their respective terms shall not breach or constitute a default under any of the following:
 - 1.3.1 any provision of any of the Sellers' constitutional documents; or
 - 1.3.2 any agreement or instrument to which any of the Sellers is a party or by which any of the Sellers is bound; or
 - 1.3.3 any order, judgment, decree or other restriction applicable to any of the Sellers.

2. SHARES IN THE COMPANY

- 2.1 The Sale Shares constitute the whole of the issued share capital of the Company.
- 2.2 The Sellers are the sole legal and beneficial owner of the Sale Shares set out against their respective names in column 2 of Part 1 of Schedule 1 and are entitled to transfer the legal and beneficial title to such Sale Shares to the Buyer free from all Encumbrances, without the consent of any other person.
- 2.3 The Sale Shares and the shares of MHI are free from all Encumbrances.
- 2.4 No person has any right to require, at any time, the transfer, creation, issue or allotment of any share, loan capital or other securities (or any rights or interest in them) of the Company or MHI and none of the Sellers, the Company nor MHI have agreed to confer any such rights and no person has claimed any such right.
- 2.5 The Company is the sole legal and beneficial owner of the whole issued share capital of MHI.
- 2.6 The issued shares of MHI are fully paid.
- 2.7 No Encumbrance has been granted to any person or otherwise exists affecting:
 - 2.7.1 the Sale Shares or any issued shares of MHI; or
 - 2.7.2 any unissued shares, debentures or other unissued securities of the Company or MHI.No commitment to create any such Encumbrance has been given nor has any person claimed any right to such an Encumbrance.
- 2.8 Neither the Company (other than in relation to MHI), nor MHI:
 - 2.8.1 holds or beneficially owns, or has agreed to acquire, any shares, loan capital or other securities in any company;

- 2.8.2 has at any time had any Subsidiary;
 - 2.8.3 is or has agreed to become a member of any partnership (incorporated or unincorporated) or unincorporated association, joint venture or consortium (other than recognised trade associations);
 - 2.8.4 has, outside its country of incorporation, any branch or permanent establishment;
 - 2.8.5 controls or takes part in the management of any company or business organisation, nor has it agreed to do so; or
 - 2.8.6 has a direct or indirect interest in any company or incorporated entity which is required to be registered with any authority responsible for maintaining a register of companies.
- 2.9 Neither the Company, nor MHI has at any time:
- 2.9.1 purchased, redeemed or repaid any of its own share capital; or
 - 2.9.2 given any financial assistance in connection with the purchase of its own shares in contravention of any applicable law or regulation; or
 - 2.9.3 issued any securities that are convertible into shares.
- 2.10 No dividends or distributions have been declared, made or paid by the Company or MHI.
- 2.11 No shares in the capital of the Company or MHI have been issued and no transfer of any such shares has been registered (where applicable), except in accordance with all applicable laws and constitutional documents of the Company or MHI (where applicable) and all transfers have been duly stamped (where applicable).
3. **CONSTITUTIONAL AND CORPORATE DOCUMENTS**
- 3.1 Copies of the constitutional and corporate documents of the Company and MHI have been Disclosed. Such copy documents:
- 3.1.1 are true, accurate and complete in all respects; and
 - 3.1.2 have attached to them copies of all resolutions and agreements required by applicable law to be so attached; and
 - 3.1.3 fully set out all the rights and restrictions attaching to each class of shares in the capital of the Company and MHI.
- 3.2 All statutory books and registers of the Company and MHI:
- 3.2.1 have been properly kept in accordance with all applicable laws;
 - 3.2.2 are correctly written up to date; and
 - 3.2.3 contain a true, complete and accurate record of all matters and information which should be contained in them.
- No notice or allegation has been received that any such registers or books are incorrect or should be rectified.
- 3.3 All returns, particulars, resolutions and other documents that the Company and MHI are required by law to file with, or deliver to, any authority in any jurisdiction (including, in particular, any authority responsible for maintaining a register of companies) have been correctly made up and duly filed or, as the case may be, delivered.

- 3.4 All deeds and documents belonging to the Company or MHI, or to which either of them are a party, are in the possession of the Company or MHI (as the case may be).

4. **INFORMATION**

- 4.1 All information contained in the Disclosure Letter is true, complete, accurate and not misleading.
- 4.2 All information given by or on behalf of each of the Sellers (or any of their respective advisers or agents) to the Buyer (or its advisers or agents) in the course of negotiating the Transaction was, when given, and is, now, true, complete, accurate and not misleading.
- 4.3 The particulars of the Company and MHI set out in Schedule 2 of this agreement are accurate and not misleading.
- 4.4 There is no information that has not been Disclosed which, if Disclosed, might reasonably affect the willingness of the Buyer to enter into this Transaction on the terms of this agreement.

5. **COMPLIANCE WITH LAWS**

- 5.1 The Company and MHI have at all times conducted its respective business in accordance with, and has acted in compliance with, all applicable laws and regulations of any relevant jurisdiction.
- 5.2 Neither the Company, nor MHI, nor any of their respective directors (current or past) has been convicted of any offence in relation to the Business or affairs of the Company or MHI.

6. **LICENCES AND CONSENTS**

- 6.1 The Company and MHI have all necessary licences, consents, permits and authorities required to carry on its respective business in the places and in the manner in which such business is carried on at the date of this agreement (**Consents**).
- 6.2 Each of the Consents is valid and subsisting and neither the Company nor MHI is in breach of the terms or conditions of the Consents (or any of them).
- 6.3 There is no reason why any of the Consents may be suspended, cancelled, revoked or not renewed on the same terms.

7. **INSURANCE**

- 7.1 The Company and MHI maintains, and has at all material times maintained, adequate insurance cover against all losses and liabilities, including business interruption, and all other risks that are normally insured against by a person carrying on the same type of business as the Business.
- 7.2 The Disclosure Letter includes complete and accurate details of all insurance policies maintained by or on behalf of the Company or MHI (**Policies**).
- 7.3 The Policies are in full force and effect, all premiums due on them have been paid and all other conditions of the Policies have been performed and observed.
- 7.4 Neither the Company nor MHI has done, or omitted to do, anything that may result in an increase in the premium payable for any of the Policies, or that may adversely affect the renewal of any of the Policies.
- 7.5 None of the Policies:
- 7.5.1 are subject to any special or unusual terms or restrictions, or to the payment of any premium in excess of the normal rate;
- 7.5.2 are void or voidable, and nothing has been done, or omitted to be done, which could make any of them void or voidable; or

7.5.3 are capable of being terminated, or will otherwise cease to be available to the Company or MHI as a result of Closing.

7.6 There have been no insurance claims made by the Company or MHI during the period of 12 months ending on the date of this agreement.

8. **POWER OF ATTORNEY**

8.1 There are no powers of attorney granted by the Company or MHI currently in force.

8.2 No person is entitled or authorised in any capacity to bind or commit the Company or MHI to any obligation outside the ordinary course of the Business.

9. **DISPUTES AND INVESTIGATIONS**

9.1 Neither the Company, nor MHI, nor any of their respective Directors may be vicariously liable, is engaged or involved in, or otherwise subject to any of the following matters (such matters being referred to in this paragraph 9 as **Proceedings**):

9.1.1 any litigation or administrative, mediation, arbitration or other proceedings, or any claims, actions or hearings before any court, tribunal or any governmental, regulatory or similar body or any department, board or agency (except for debt collection in the normal course of business); or

9.1.2 any dispute with or investigation, inquiry or enforcement proceedings by any governmental, regulatory or similar body or agency in any jurisdiction.

9.2 No Proceedings have been threatened or are pending by or against the Company, MHI, any Director or any person for whose acts the Company or MHI may be vicariously liable, and there are no circumstances likely to give rise to any such Proceedings.

9.3 Neither the Company, nor MHI:

9.3.1 is affected by any subsisting or pending judgment, order or other decision or ruling of a court, tribunal or arbitrator, or of any governmental, regulatory or similar body or agency in any jurisdiction; or

9.3.2 has given to any court, tribunal or arbitrator, or any governmental, regulatory or similar body or agency in any jurisdiction, or to any other third party a subsisting undertaking arising out of, or in connection with, any Proceedings.

10. **DEFECTIVE PRODUCTS AND SERVICES**

10.1 At no time has the Company or MHI manufactured any products.

10.2 At no time has the Company or MHI provided services to any other party.

11. **CUSTOMERS AND SUPPLIERS**

In the period of 12 months ending on the date of this agreement, there have been no suppliers to, or customers of the Company or MHI.

12. **MATERIAL AGREEMENT**

12.1 Except as Disclosed, neither the Company, nor MHI, is a party to, or otherwise subject to, any agreement, arrangement, understanding or commitment other than the Material Agreement and there are no outstanding or ongoing negotiations of material importance to the business, profits or assets of the Company or MHI, or any outstanding quotations or tenders for a contract that, if accepted, would give rise to any agreement, arrangement, understanding or commitment other than the Material Agreement.

- 12.2 The Material Agreement is in full force and effect and binding on the parties to it.
- 12.3 Neither the Company, nor any counterparty is (or will, with the lapse of time, be) in default of the Material Agreement.
- 12.4 No notice of termination of the Material Agreement has been received or served by the Company and there are no grounds for the termination, avoidance, repudiation or a material change in the terms of the Material Agreement.
- 12.5 The Material Agreement is not liable to be terminated or otherwise materially affected by a Change of Control of the Company.

13. **TRANSACTIONS WITH THE SELLER**

- 13.1 There is no outstanding indebtedness or other liability (actual or contingent) and no outstanding contract, commitment or arrangement between the Company or MHI and any of the following:
 - 13.1.1 any of the Sellers or any member of each Sellers' respective Group (or any person Connected with any of them); or
 - 13.1.2 a Director, or a director of any member of each Sellers' respective Group (or any person Connected with any of them).
- 13.2 None of the Sellers nor any member of each Sellers' respective Group is entitled to a claim of any nature against the Company or MHI, or has assigned to any person the benefit of such claim.

14. **FINANCE AND GUARANTEES**

- 14.1 The Disclosure Letter contains full particulars of all:
 - 14.1.1 money borrowed by the Company and MHI; and
 - 14.1.2 loans, overdrafts or other financial facilities currently outstanding or available to the Company or MHI (**Financial Facilities**), including copies of all documents relating to such Financial Facilities.
- 14.2 The total amount borrowed by the Company or MHI (whether pursuant to the Financial Facilities or otherwise) does not exceed any limitations on the borrowing powers of the Company or MHI (as applicable) contained in:
 - 14.2.1 its constitutional documents; or
 - 14.2.2 any debenture or other deed or document binding on the Company or MHI (as applicable).
- 14.3 No indebtedness of the Company or MHI is due and payable and no Encumbrance over any of the assets of the Company or MHI is now enforceable, whether by virtue of the stated maturity date of the indebtedness having been reached or otherwise.
- 14.4 Neither the Company, nor MHI has received any notice (the terms of which have not been fully complied with or carried out) from any creditor requiring any payment to be made in respect of any indebtedness (whether arising pursuant to the Financial Facilities or otherwise), or intimating the enforcement of any Encumbrance which it holds over the assets of the Company or MHI.
- 14.5 Except as Disclosed, no Encumbrance, guarantee, indemnity or other similar security arrangement has been given or entered into (or agreed to be given or entered into) by the Company, or MHI or any third party in respect of borrowings or other obligations of the Company or MHI (whether arising pursuant to the Financial Facilities or otherwise).

- 14.6 The Company has not given or entered into (or agreed to give or enter into), any Encumbrance, guarantee, indemnity or other similar security arrangement in respect of the indebtedness of, or the default in the performance of any obligation by, any other person.
- 14.7 Neither the Company, nor MHI, has:
- 14.7.1 factored or discounted any of its debts; or
 - 14.7.2 engaged in financing of a type which would not need to be shown or reflected in the Accounts; or
 - 14.7.3 waived any right of set-off it may have against any third party.
- 14.8 Neither the Company, nor MHI, has any outstanding loan capital nor has it lent any money that has not been repaid and there are no debts owing to the Company or MHI other than debts that have arisen in the normal course of the Business.
- 14.9 There are no debts owing to the Company or MHI.
- 14.10 Neither the Company, nor MHI, is subject to any arrangement for receipt or repayment of any grant, subsidy or financial assistance from any government department or other body.
- 14.11 Particulars of the balances of all the bank accounts of the Company and MHI showing the position as at the day immediately preceding the date of this agreement, have been Disclosed and neither the Company, nor MHI, has any other bank account. Since the date of those particulars, there have been no payments out of those bank accounts other than routine payments in the ordinary course of the Business.
- 14.12 So far as the Sellers are aware, the WP&B is reasonable for the purposes of the Company carrying on the Business during the period of 12 months following the date of this agreement.
- 14.13 Neither the Company, nor MHI, has any liabilities (including contingent liabilities) other than as disclosed in the Accounts or incurred in the ordinary and proper course of the Business since the Accounts Date.
- 14.14 No sum is owing by the Company or MHI to its lawyers or other professional advisers, and no accrual ought properly be made by it in respect of any such sum.
- 15. INSOLVENCY**
- 15.1 The Company and MHI are not insolvent or unable to pay their debts within the meaning of the insolvency legislation applicable to the company concerned, nor have they stopped paying their debts as they fall due.
- 15.2 No step has been taken in any jurisdiction to initiate any process by or under which:
- 15.2.1 the ability of the creditors of the Company or MHI to take any action to enforce their debts is suspended, restricted or prevented;
 - 15.2.2 some or all of the creditors of the Company or MHI accept, by agreement or in pursuance of a court order, an amount less than the sums owing to them in satisfaction of those sums;
 - 15.2.3 a person is appointed to manage the affairs, business and assets of the Company or MHI on behalf of their creditors; or
 - 15.2.4 the holder of a charge over all or any of the assets of the Company or MHI is appointed to control the business and/or all or any assets of the Company or MHI.
- 15.3 No process has been initiated which could lead to the Company or MHI being dissolved and its assets being distributed among its creditors, shareholders or other contributors.

15.4 No distress, execution or other process has been levied or enforced on, and no creditor or encumbrancer has taken control of, any goods or assets of the Company or MHI.

15.5 None of the events referred to in paragraph 15.1 to paragraph 15.4 above has occurred in relation to any of the Sellers.

16. **ASSETS**

16.1 The assets included in the Accounts, together with any assets acquired since the Accounts Date and all other assets used by the Company or MHI in connection with the Business (except for those disposed of since the Accounts Date in the normal course of the Business) are:

16.1.1 legally and beneficially owned by either the Company or MHI, and the relevant owner has good and marketable title to such assets;

16.1.2 not the subject of any lease, lease hire agreement, hire purchase agreement or agreement for payment on deferred terms, or any licence or factoring arrangement; and

16.1.3 in the possession and control of the Company or MHI.

16.2 Except as Disclosed, none of the assets, undertaking or goodwill of the Company or MHI is subject to an Encumbrance, or to any agreement or commitment to create an Encumbrance, and no person has claimed to be entitled to create such an Encumbrance.

16.3 The assets of the Company and MHI comprise all the assets necessary for the continuation of the Business as it is carried on at the date of this agreement.

17. **PLANT AND EQUIPMENT**

Neither the Company, nor MHI, owns any plant, machinery, vehicles, office or other equipment in connection with the Business.

18. **ENVIRONMENT AND HEALTH AND SAFETY**

18.1 The definitions in this paragraph apply in this agreement.

Environment: the natural and man-made environment including all or any of the following media: air (including air within buildings and other natural or man-made structures above or below the ground), water, land, and any ecological systems and living organisms (including natural persons) supported by those media.

EHS Laws: all, in each case applicable, laws, statutes, regulations, subordinate legislation, bye-laws, common law and other national, international, federal, European Union, state and local laws, judgments, decisions and injunctions of any court or tribunal, and legally binding codes of practice and guidance notes to the extent that they relate to or apply to the Environment energy efficiency, climate change or the health and safety of any person.

EHS Matters: all matters relating to:

- (a) pollution or contamination of the Environment;
- (b) the presence, disposal, release, spillage, deposit, escape, discharge, leak, migration or emission of Hazardous Substances or Waste;

- (c) the exposure of any person to any Hazardous Substances or Waste;
- (d) the health and safety of any person, including any accidents, injuries, illnesses and diseases;
- (e) the creation or existence of any noise, vibration, odour, radiation, common law or statutory nuisance or other adverse impact on the Environment; or
- (f) the condition, protection, maintenance, remediation, reinstatement, restoration or replacement of the Environment or any part of it.

EHS Permits: any permits, licences, consents, certificates, registrations, notifications or other authorisations required under any EHS Laws for the operation of the Business.

Harm: harm to the Environment, and in the case of natural person, this includes offence caused to any of its senses or harm to its property.

Hazardous Substances: any material, substances or organism which, alone or in combination with others, is capable of causing Harm, including radioactive substances and materials containing asbestos.

Waste: any waste, including any by-product of an industrial process and anything that is discarded, disposed of, spoiled, abandoned, unwanted or surplus, irrespective of whether it is capable of being recovered or recycled or has any value.

- 18.2 The Company and MHI have obtained and complied at all times with all EHS Permits. All EHS Permits are in full force and effect, and there are no facts or circumstances that may lead to the revocation, suspension, variation or non-renewal of or the inability to transfer any EHS Permits.
- 18.3 The Company and MHI have at all times operated in compliance with all EHS Laws in force from time to time and applicable to them and there are no facts or circumstances that may lead to any breach of or liability under any applicable EHS Laws or any claim or liability in respect of EHS Matters.
- 18.4 All information provided by or on behalf of the Company or MHI to any relevant enforcement authority, and all records and data required to be maintained by the Company or MHI under the provisions of any applicable EHS Laws, are complete and accurate.
- 18.5 Neither the Company nor MHI have ever been required to hold, nor have ever applied for, a waste disposal licence or waste management licence under any EHS Laws.
- 18.6 There have been no claims, investigations, prosecutions or other proceedings brought or threatened against any of the Sellers, the Company or MHI (or any of their respective directors) in respect of Harm arising from the operation of the Business or for any breach or alleged breach of any EHS Permits or EHS Laws, and there are no facts or circumstances that may lead to any such claims, investigations, prosecutions or other proceedings. At no time has any of the Sellers, the Company or MHI received any notice, communication or information alleging any liability in relation to any EHS Matters.
- 18.7 None of the Sellers, the Company nor MHI has received any enforcement, prohibition, stop, remediation, improvement or any other notice from, or been subject to any civil sanction

imposed by, any enforcement authority with regard to any EHS Matters or any breach of EHS Laws in respect of the Business, the Company or MHI.

18.8 Copies of all:

18.8.1 current EHS Permits;

18.8.2 environmental and health and safety policy statements;

18.8.3 reports in respect of environmental and health and safety audits, investigations or other assessments;

18.8.4 records of accidents, illnesses and reportable diseases;

18.8.5 assessments of substances hazardous to health;

18.8.6 correspondence on EHS Matters between the Company or MHI and any relevant enforcement authority; and

18.8.7 copies or details of all Waste disposal contracts,

relating to the Business have been Disclosed and all such statements, reports, records, correspondence and other information are complete and accurate and are not misleading.

18.9 Neither the Company, nor MHI, has , or is it likely to have any actual or potential liability under any EHS Laws by reason of it having owned, occupied or used any land or buildings.

18.10 Neither the Company, nor MHI, has given or received any warranties or indemnities or entered any other agreement in respect of any liabilities, duties or obligations that arise under EHS Laws.

19. **INTELLECTUAL PROPERTY**

19.1 The definition in this paragraph applies in this agreement.

Intellectual Property Rights:	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
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19.2 Other than the Domain Names, neither the Company, nor MHI, have any Intellectual Property Rights.

20. **EMPLOYMENT**

20.1 The name of each person who is a Director is set out in Schedule 2.

20.2 The Company and MHI have no Employees and have never had any Employees.

20.3 No offer of employment has been made by the Company or MHI to any individual which has not yet been accepted or which has been accepted but where the individual's employment has not yet started.

20.4 Neither the Company, nor MHI, is a party to, bound by or proposing to introduce in respect of any Director any redundancy payment scheme in addition to statutory redundancy pay, nor is there any agreed procedure for redundancy selection.

20.5 Neither the Company, nor MHI, is a party to, bound by or proposing to introduce for the benefit of any current or former director any incentive scheme or arrangement (including, without limitation, any share option arrangement, profit sharing, commission or bonus scheme).

21. **PROPERTY**

21.1 The Company and MHI do not own and have never owned any land or buildings.

21.2 The Company and MHI do not have and have at no point had any right of use, option, right of first refusal or contractual obligation to purchase, or any other legal or equitable right or interest in, or affecting, any land or buildings.

22. **ACCOUNTS**

22.1 The Accounts: have been prepared in accordance with the law of the State of Texas, United States of America and using the accounting standards, policies and practices generally accepted in the State of Texas, United States of America.

22.2 The Accounts:

22.2.1 make proper and adequate provision or reserve for all bad and doubtful debts, obsolete or slow-moving inventory and for depreciation on fixed assets;

22.2.2 do not overstate the value of current or fixed assets; and

22.2.3 do not understate any liabilities (whether actual or contingent).

22.3 The Accounts:

22.3.1 give a true and fair view of the state of affairs of the Company as at the Accounts Date and of the profit and loss of the Company and of the Company's Group for the accounting period ended on the Accounts Date; and

22.3.2 (save as the Accounts expressly disclose) are not affected by any extraordinary, exceptional or non-recurring items.

22.4 The Accounts have been approved and filed in accordance with the requirements of applicable law.

22.5 The Accounts have been prepared on a basis consistent with the unaudited accounts of, as the case may be, the Company, for the two prior accounting periods without any change in accounting policies used.

23. **FINANCIAL AND OTHER RECORDS**

23.1 All financial and other records of the Company (**Records**):

23.1.1 have been properly prepared and maintained;

23.1.2 constitute an accurate record of all matters required by law to appear in them and, in the case of the accounting records, comply with the requirements of the State of Texas;

- 23.1.3 do not contain any material inaccuracies or discrepancies; and
- 23.1.4 are in the possession of the Company.
- 23.2 No notice has been received or allegation made that any of the Records are incorrect or should be rectified.
- 23.3 All statutory records, including the accounting records, required to be kept or filed by the Company have been properly kept or filed and comply with all requirements of applicable legislation.
- 23.4 To the extent that any of the Records are maintained or stored electronically:
 - 23.4.1 either the Company is the owner of any hardware and software required to access, maintain, copy and use such Records, and such ownership is not shared with any other person; and
 - 23.4.2 such Records are adequately backed-up.

24. CHANGES SINCE ACCOUNTS DATE

Since the Accounts Date:

- 24.1 the Company and MHI has conducted its Business in the normal course and as a going concern;
- 24.2 there has been no material adverse change in the turnover, financial position or prospects of the Company or MHI;
- 24.3 neither the Company, nor MHI, has issued or agreed to issue any share or loan capital;
- 24.4 no dividend or other distribution of profits or assets has been, or agreed to be, declared, made or paid by the Company or MHI;
- 24.5 neither the Company, nor MHI, has borrowed or raised any money or given or taken any form of financial security;
- 24.6 no capital expenditure has been incurred on any individual item by the Company or MHI in excess of USD\$1,000 and neither the Company nor MHI has acquired, invested or disposed of (or agreed to acquire, invest or dispose of) any individual item in excess of USD\$1,000;
- 24.7 no shareholder resolutions of the Company or MHI have been passed;
- 24.8 the Company and MHI have paid its respective creditors within the applicable periods agreed with the relevant creditor and there are no amounts owing by the Company or MHI which have been outstanding for more than 60 days.

25. EFFECT OF THE TRANSACTION

Neither the acquisition of the Sale Shares by the Buyer nor compliance with the terms of this agreement will:

- 25.1 cause the Company or MHI to lose the benefit of any right or privilege it presently enjoys;
- 25.2 relieve any person of any obligation to the Company or MHI (whether contractual or otherwise), or enable any person to determine any such obligation or any right or benefit enjoyed by the Company or MHI, or to exercise any other right in respect of, the Company or MHI;
- 25.3 give rise to, or cause to become exercisable, any right of pre-emption over the Sale Shares;
- 25.4 entitle any person to receive from the Company or MHI any finder's fee, brokerage or other commission in connection with the Transaction;

- 25.5 entitle any person to acquire, or affect the entitlement of any person to acquire, shares in the Company or MHI;
- 25.6 result in a breach of contract, law, regulation, order, judgment, injunction, undertaking, decree or other like imposition;
- 25.7 result in the loss or impairment of, or any default under any licence, authorisation or consent required by the Company or MHI for the purposes of the Business;
- 25.8 result in any present or future indebtedness of the Company or MHI becoming due and payable or capable of being declared due and payable prior to its stated maturity date, or cause any Financial Facility to be terminated or withdrawn; or
- 25.9 result in the creation, imposition, crystallisation or enforcement of any Encumbrance on any of the assets of the Company or MHI.

PART 2 TAX WARRANTIES

1. GENERAL

- 1.1 Any notices, returns (including any land transaction returns), reports, accounts, computations, statements, assessments, claims, disclaimers, elections and registrations and any other necessary information that have, or should have, been submitted by the Company or any Subsidiary to any Tax Authority for the purposes of Tax have been made on a proper basis, were submitted within applicable time limits and were accurate and complete in all material respects. None of the above is, or is likely to be, the subject of any material dispute with any Tax Authority.
- 1.2 Any Tax for which the Company or any Subsidiary has been, or is, liable to account has been duly paid (insofar as such Tax ought to have been paid) and no penalties, fines, surcharges or interest have been incurred.
- 1.3 The Company and the Subsidiary maintain complete and accurate records, invoices and other information in relation to Tax that meet all legal requirements and enable the tax liabilities of the Company and any Subsidiary to be calculated accurately in all material respects.
- 1.4 Any Tax deductible under any Tax Statute has, so far as required to be deducted, been deducted from all payments made (or treated as made) by the Company or any Subsidiary. All amounts due to be paid to the relevant Tax Authority on or before the date of this agreement have been so paid.
- 1.5 Neither the Company nor the Subsidiary is, or will become, liable to make to any person (including any Tax Authority) any payment in respect of any liability to Tax which is primarily or directly chargeable against, or attributable to, any other person (other than the Company or any Subsidiary).

2. DISTRIBUTIONS AND OTHER PAYMENTS

No distribution or deemed distribution has been made (or will be deemed to have been made) by the Company or any Subsidiary, except dividends shown in their statutory accounts, and neither the Company nor any Subsidiary is bound to make any such distribution.

3. TAX GROUPS AND FISCAL UNITIES

The Disclosure Letter contains full particulars of:

- 3.1 all groups and consolidated groups for Tax purposes and fiscal unities of which the Company or any Subsidiary is, or has been, a member within the last seven years; and
- 3.2 any arrangements for the payment of group Tax liabilities to which the Company or any Subsidiary has ever been party.

4. COMPANY RESIDENCE AND OVERSEAS INTERESTS

- 4.1 The Company and the Subsidiary have, throughout the past seven years, been resident in the state of Texas (for the Company) and the State of Minnesota (for the Subsidiary) for Tax purposes and have not, at any time since the Company and Subsidiary's incorporation, been treated as resident in any other jurisdiction for the purposes of any double taxation arrangements or for any other tax purposes.
- 4.2 Neither the Company nor any Subsidiary holds, or within the last seven years has held, shares in a company that is not resident in the state of Texas or a permanent establishment or taxable presence outside Texas.

5. **ANTI-AVOIDANCE**

Neither the Company nor the Subsidiary has been involved in any transaction or series of transactions the main purpose, or one of the main purposes of which, was the avoidance of Tax, or any transaction that produced a loss for Tax purposes with no corresponding commercial or economic loss.

6. **MATERIAL AGREEMENT**

No stamp duty or taxes, transfer tax or registration fees are payable in respect of the Material Agreement.

**SCHEDULE 7
WP&B**

Geological Mapping, Data base build- up and evaluation of land package	£58,000
Field Soil Sampling for detection of Hydrogen and Gas detection equipment purchase	£102,000
Ore samples and soil gas analysis/testing	£75,000
Project management team and field geologist appointment	£160,000
Acquisition target assessment / other corporate opportunities and corporate costs	£145,000
Total Estimated Expenditure	£550,000

SCHEDULE 8 TAX COVENANT

28. INTERPRETATION

The following definitions and rules of interpretation apply in this Schedule.

28.1 Definitions:

- Completion:** has the same meaning as Closing.
- Dispute:** any dispute, appeal, negotiations or other proceedings in connection with a Tax Claim.
- Event:** includes (without limitation), the expiry of a period of time, the Company or any Subsidiary becoming or ceasing to be associated with any other person for any Tax purpose (including, without limitation, ceasing to be part of any tax consolidation, or fiscal unity, with any other person(s)) or ceasing to be, or becoming, resident in any country for any Tax purpose, the death, winding up or dissolution of any person, the earning, receipt or accrual for any Tax purpose of any gross receipts, income, profit or gains, the incurring of any loss or expenditure, and any transaction (including the execution and completion of this agreement), event, act or omission whatsoever, and any reference to an Event occurring shall include Events that, for Tax purposes, are deemed to have, or are treated or regarded as having, occurred, and any reference to an Event occurring on or before a particular date, shall include Events that, for Tax purposes, are deemed to have, or are treated or regarded as having, occurred on or before that date.

Liability for Tax:

- (a) any liability of the Company or the Subsidiary to make an actual payment (or increased payment) of, or in respect of, or on account of, Tax whether or not the same is primarily payable by the Company or the relevant Subsidiary and whether or not the Company or the relevant Subsidiary has, or may have, any right of reimbursement against any other person, in which case, the amount of the Liability for Tax will be the amount of the actual payment or the increased payment; and
- (b) the use or setting off of any Relief where, but for that use or setting off, the Company or the Subsidiary would have had a liability to make a payment of or in respect of Tax for which the Buyer would have been able to make a claim against the Sellers under this Schedule, in which case, the amount of the Liability for Tax will be the amount of Tax for which the Sellers would have been liable but for the use or setting off.

Loss:	includes absence, failure to obtain, non-existence, non-availability, reduction, modification, loss, counteraction, nullification, utilisation, disallowance, withdrawal or clawback for whatever reason.
Relief:	includes any loss, relief, allowance, credit, exemption or set-off for Tax or any deduction in computing gross receipts, income, profits or gains for the purposes of Tax and any right to a repayment of Tax or to a payment in respect of Tax.
Tax:	all forms of taxation and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or other liabilities in the nature of taxation wherever chargeable and whether of the state of Texas, the United States of America or any other jurisdiction (including, for the avoidance of doubt, social security contributions in those jurisdictions and corresponding obligations elsewhere) and any penalty, fine, surcharge, interest, charges or costs relating to it.
Tax Authority:	any government, state or municipality or any local, state, federal or other fiscal, revenue, customs or excise authority, body or official competent to impose, administer, levy, assess or collect Tax in the state of Texas, the United States of America or elsewhere.
Tax Claim:	any assessment, notice, demand, letter or other document issued or action taken by or on behalf of any Tax Authority, any self-assessment or any other occurrence from which it appears that the Company or any Subsidiary or the Buyer is or may be subject to a Liability for Tax or other liability for which the Sellers are or may be liable to make a payment under this Schedule or for breach of the Tax Warranties.
Tax Statute:	any directive, statute, enactment, law, order or regulation wherever enacted or issued, coming into force or entered into providing for or imposing any Tax, including orders, regulations, instruments, bye-laws or other subordinate legislation made under the relevant statute or statutory provision and any directive, statute, enactment, law, order, regulation or provision that amends, extends, consolidates or replaces the same or that was amended, extended, consolidated or replaced by the same.

- 28.2 References to gross receipts, income, profits or gains earned, accrued or received shall include any gross receipts, income, profits or gains deemed under the relevant Tax Statute to have been, or treated or regarded as, earned, accrued or received, and references to gross receipts, income, profits or gains earned, accrued or received on or before a particular date (including Completion) or in respect of a particular period shall include gross receipts, income, profits or gains that are deemed for the purposes of the relevant Tax Statute to have been earned, accrued or received on or before that date or in respect of that period as the case may be.
- 28.3 References to a repayment of Tax shall include any interest or any additional amount payable by a Tax Authority in respect of it.

- 28.4 Unless the contrary intention appears, words and expressions defined in this agreement have the same meaning in this Schedule and any provisions in this agreement concerning matters of construction or interpretation also apply in this Schedule.
- 28.5 Any stamp duty charged on any document (or in the case of a document that is outside a jurisdiction, any stamp duty that would be charged on the document if it were brought into that jurisdiction) that is necessary to establish the title of the Company or the Subsidiary to any asset, and any interest, fine or penalty relating to the stamp duty, shall be deemed to be a liability of the Company or the relevant Subsidiary to make an actual payment of Tax as a result of an Event occurring on the last day on which it would have been necessary to pay the stamp duty to avoid any liability to interest or penalties arising on it. References in this Paragraph 5 to stamp duty include any transfer duty or equivalent tax.
- 28.6 References to the due date for payment of any Tax shall mean the last day on which that Tax may, by law, be paid without incurring any penalty, fine, surcharge, interest, charges, costs or other similar imposition (after taking into account any postponement of the date that was obtained for the payment of that Tax).
- 28.7 For the avoidance of doubt, references to any Liability for Tax that results from any gross receipts, income, profits or gains earned, accrued or received on or before Completion or any Event occurring on or before Completion include a reference to any Liability for Tax arising as a result of Completion or of entering into this agreement, or of the satisfaction of any condition in this agreement, or as a result of forming the intention, or of entering into arrangements, to enter into this agreement (including any liability as the result of any company ceasing to be, or ceasing to be treated as, a member of a tax consolidation, fiscal unity or other group of companies for the purpose of any Tax).
- 28.8 For the avoidance of doubt, references to any Liability for Tax resulting from, in respect of or by reference to an Event which occurred on or before Completion shall include a reference to any Liability for Tax resulting from the sale of the Company under this agreement.

29. COVENANT

- 29.1 Subject to the provisions of this Schedule, the Sellers severally covenant to pay to the Buyer an amount equal to any:
- 29.1.1 Liability for Tax resulting from, or by reference to, any Event occurring on or before Completion or in respect of any gross receipts, income, profits or gains earned, accrued or received by the Company or any Subsidiary on or before Completion, whether or not that liability was discharged on or before Completion;
 - 29.1.2 Liability for Tax, including liability for payments in respect of Tax, due to the relationship for Tax purposes before Completion of the Company or any Subsidiary with any person other than a member of the same group of companies as the Buyer, whether arising before, on or after Completion;
 - 29.1.3 Liability for Tax that arises due to any Event that occurs after Completion under a legally binding obligation (whether or not conditional) entered into by the Company or the Subsidiary on or before Completion;
 - 29.1.4 costs and expenses (including legal costs on a full indemnity basis), properly incurred by the Company, the Subsidiary or the Buyer in connection with any Liability for Tax or other liability in respect of which the Sellers are liable to make a payment under this Schedule, any Tax Claim or taking or defending any action under this Schedule.

30. PAYMENT DATE AND INTEREST

- 30.1 Payment by the Sellers in respect of any liability under this Schedule must be made in cleared and immediately available funds on:

- 30.1.1 in the case of a Liability for Tax that involves an actual payment of or in respect of Tax, the later of five Business Days before the due date for payment of that Tax and five Business Days after the date on which the Buyer serves notice on any of the Sellers requesting payment; and
 - 30.1.2 in a case that falls within limb (b) of the definition of Liability for Tax, the date on which the Tax saved by the Company or the relevant Subsidiary is or would have been required to be paid to the relevant Tax Authority.
- 30.2 If any amount due from the Sellers under this Schedule is not paid on the date specified in Paragraph 30.1, then, except if and to the extent that the Sellers' liability under Paragraph 29 includes interest and penalties to compensate the Buyer for the late payment, the amount due shall bear interest (to accrue on a daily basis and before as well as after any judgment) at the rate of 2% a year over the base rate from time to time of National Westminster Bank PLC or (in the absence of that) at any similar rate as the Buyer shall select from the day following the due date up to, and including, the day of actual payment of those sums, any interest to be compounded quarterly.
- 31. EXCLUSIONS**
- 31.1 The covenant contained in paragraph 29 above shall not cover any Liability for Tax, or any other liability within paragraph 29, if and to the extent that:
- 31.1.1 it arises or is increased only as a result of any change in the law or rates of Tax (other than a change targeted specifically at countering a tax avoidance scheme) announced and coming into force after Completion (whether or not the change is retrospective in whole or in part), provided that this Paragraph 31.1.1 will not apply to any payment made under Paragraph 33
 - 31.1.2 the Buyer is compensated for the Liability for Tax or other liability in question under any other provision of this agreement; and
 - 31.1.3 it would not have arisen but for a voluntary act, transaction or omission of the Company or the Subsidiary or the Buyer or any other member of the Buyer's Tax Group which the Buyer was aware would give rise to the Liability for Tax or other liability in question.
- 31.2 For the purposes of Paragraph 31.1.3, an act will not be regarded as voluntary if undertaken under a legally binding obligation entered into by the Company or any Subsidiary on or before Completion or imposed on the Company or any Subsidiary or the Buyer by any legislation whether coming into force before, on or after Completion, or to avoid or mitigate a penalty imposable by any legislation, or if carried out at the request of, or with the consent of, the Sellers.
- 32. CONDUCT OF TAX CLAIMS**
- 32.1 Subject to Paragraph 32.2, if the Buyer, the Company, or the Subsidiary becomes aware of a Tax Claim, the Buyer shall give or procure that notice in writing of the Tax Claim is given to the any of the Sellers or to any of the Sellers' respective duly authorised agent as soon as reasonably practicable, provided that giving that notice shall not be a condition precedent to the Sellers' liability under this Schedule.
- 32.2 If any of the Sellers becomes aware of a Tax Claim, such Seller shall notify the Buyer in writing of the Tax Claim as soon as reasonably practicable, and, on receipt of the notice, the Buyer shall be deemed to have given the Sellers notice of the Tax Claim in accordance with the provisions of Paragraph 32.1.
- 32.3 Subject to Paragraph 32.4, if the Sellers indemnify the Buyer, the Company and the Subsidiary to the Buyer's reasonable satisfaction against all losses, liabilities, damages, costs or expenses that may be incurred (including any additional Liability for Tax), the Buyer shall take and shall procure that the Company or the relevant Subsidiary shall take any action that the Sellers may reasonably request by notice in writing given to the Buyer to avoid, dispute, defend, resist,

appeal or request an internal review by the relevant Tax Authority, or compromise any Tax Claim.

- 32.4 The Buyer, the Company or any Subsidiary shall not be obliged to appeal or procure an appeal against any assessment to Tax (or other document issued, or action taken, by or on behalf of any Tax Authority against which there is a right of appeal) if the Buyer, having given one of the Sellers written notice of that assessment or other document, does not receive written instructions to do so from the Sellers within ten Business Days of that notice having been given.
- 32.5 Without prejudice to the liability of the Sellers under this Schedule, the Buyer shall not be obliged to take, or procure the taking of, any action under Paragraph 32.3 in respect of any Tax Claim:
- 32.5.1 if the Sellers do not request the Buyer to take any action under Paragraph 32.3 or fail to indemnify the Buyer, the Company or the relevant Subsidiary to the Buyer's reasonable satisfaction in a reasonable period of time (starting with the date of the notice given to the Seller) considering the nature of the Tax Claim and the existence of any time limit for avoiding, disputing, defending, resisting, appealing, seeking a review of or compromising that Tax Claim, and that period will not, in any event, exceed ten Business Days after the giving of that notice to any of the Sellers;
- 32.5.2 where any of the Sellers (or the Company or any Subsidiary before Completion) has been engaged in fraudulent conduct or deliberate default relating to the Liability for Tax that is the subject matter of the Dispute; or
- 32.5.3 if the Dispute is, or involves, an appeal to any tribunal or any court, unless the Sellers have obtained the opinion of Tax counsel (being an advocate specialising in Tax) of at least ten years' standing who is acceptable to the Buyer (acting reasonably) that the appeal has a reasonable prospect of success.
- 32.6 If Paragraph 32.3 does not apply by virtue of any provision in Paragraph 32.5, the Buyer, the Company or the Subsidiary shall have the absolute conduct of the Dispute (without prejudice to the rights under this Schedule of any of the Buyer, the Company and the relevant Subsidiary) and shall be free to pay or settle the Tax Claim on any terms that the Buyer, the Company or the relevant Subsidiary in its absolute discretion considers fit.
- 32.7 Neither the Buyer, the Company, nor any Subsidiary shall be liable to any of the Sellers for non-compliance with any of the provisions of this Paragraph 5 if the Buyer, the Company or the relevant Subsidiary has acted in good faith in accordance with the instructions of the Sellers.

33. **GROSSING UP**

- 33.1 All amounts due under this Schedule from the Sellers to the Buyer shall be paid in full, without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax required by law). If any deductions or withholdings are required by law to be made from any of the sums payable under this Schedule, the Sellers shall provide any evidence of the relevant withholding as the Buyer may reasonably require and shall pay to the Buyer any sum as will, after the deduction or withholding is made, leave the Buyer with the same amount as it would have been entitled to receive without that deduction or withholding.
- 33.2 If any sum payable by any of the Sellers to the Buyer under this agreement is subject to Tax in the hands of the Buyer, the Sellers shall pay any additional amount required to ensure that the net amount received by the Buyer shall be the amount that the Buyer would have received if the payment was not subject to Tax.
- 33.3 If the Buyer would, but for the availability of a Relief (other than an exemption from Tax), incur a Tax liability falling within Paragraph 33.2, it shall be deemed for the purposes of that Paragraph 33.2 to have incurred and paid that liability.
- 33.4 If the Buyer assigns all, or part of, the benefit of this Schedule or this agreement, the Sellers shall not be liable under Paragraph 33.1 or Paragraph 33.2, except if and to the extent that the Sellers would have been so liable had that assignment not occurred.

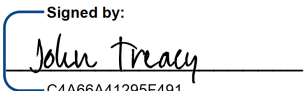
34. **GENERAL**

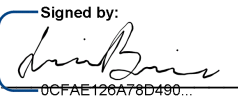
- 34.1 All payments made by any of the Sellers to the Buyer or by the Buyer to any of the Seller in accordance with this Schedule will be treated, to the extent possible, as an adjustment to the Purchase Price for the Sale Shares.
- 34.2 The Buyer shall in its absolute discretion decide whether to make a claim under this Schedule or the Tax Warranties or both.

EXECUTED and delivered as a deed by
OSCILLATE PLC

acting by John Treacy

a director, in the presence of:

Signed by:

C4A66A41295F491...
Director

Signed by:

0CFAE126A78D490...

Witness (Signature)

Full Name: Luis Brime

Address: Flat 3, 22 Carlton Drive, Putney, SW15 2BN, London, UK

EXECUTED and delivered as a deed by
CAMBRIAN LIMITED

acting by **ANDREW ABDILLA**

in his capacity as director of **NH FAMILY OFFICE LIMITED**

as corporate director of Cambrian Limited, in the presence of:

Director

Witness (Signature)

Full Name: _____

Address: _____

EXECUTED and delivered as a deed by
PROMACO LIMITED

acting by _____

Director

a director, in the presence of:

Witness (Signature)

Full Name: _____

Address: _____

EXECUTED and delivered as a deed by
FRONTIER RESOURCES INTERNATIONAL INC

acting by _____

Director

a director, in the presence of:

Witness (Signature)

Full Name: _____

Address: _____
