

DATED

AUGUST 5, 2021

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**MKANGO RESOURCES LTD.**

**AND**

**TALAXIS LIMITED**

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**SHARE EXCHANGE AGREEMENT**

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## SHARE EXCHANGE AGREEMENT

**THIS AGREEMENT** is made as of August 5, 2021 (the “**Agreement**”)

**BETWEEN:**

**TALAXIS LIMITED**, a company incorporated in the British Virgin Islands with its registered address at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (hereinafter “**Talaxis**”);

- and -

**MKANGO RESOURCES LTD.**, a corporation incorporated in British Columbia, Canada with its registered address at 550 Burrard Street, Suite 2900, Vancouver BC, V6C 0A3 (hereinafter “**Mkango**”).

**WHEREAS** Talaxis is the legal and beneficial owner of the Subject Shares (as defined herein).

**WHEREAS** Mkango has agreed to purchase, and Talaxis has agreed to sell to Mkango, the Subject Shares in consideration of the Consideration Shares (as defined herein).

**NOW, THEREFORE**, in consideration of, among other things, the mutual promises contained in this Agreement, the Parties agree as follows:

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

In this Agreement, unless the context otherwise requires, the following words and expressions have meanings as follows:

- (a) “**Affiliate**” means any Person which directly or indirectly Controls, is Controlled by, or is under common Control with, a Person;
- (b) “**AIM Market**” means the market of that name operated by the London Stock Exchange plc;
- (c) “**Applicable Securities Laws**” means, collectively, all applicable securities laws of each of the Reporting Jurisdictions and the respective rules and regulations under such laws together with applicable published instruments, notices, guidance and orders of the securities regulatory authorities in the Reporting Jurisdictions, and the rules and policies of the TSX-V and the AIM Market;
- (d) “**Business Day**” means any day other than a Saturday, Sunday or statutory or civic holiday in the city of London, England or Vancouver or Toronto, Canada;
- (e) “**Closing**” has the meaning given in clause 6.1;
- (f) “**Closing Date**” has the meaning given in clause 6.1;
- (g) “**Confidential Information**” has the meaning given in clause 8.2(a);
- (h) “**Consideration Shares**” means the number of Mkango Shares equivalent to £13,000,000 divided by the Placing Price;

- (i) “**Control**” means, in relation to any Person, possession, directly or indirectly, of the power to direct or cause direction of management and policies of that Person through ownership of voting securities, contract, voting trust or otherwise;
- (j) “**Encumbrance**” means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, option, licence or licence fee, royalty, production payment, restrictive covenant or other encumbrance of any nature or any agreement to give or create any of the foregoing and “**Encumber**” means the creation of any Encumbrance;
- (k) “**Governmental Authority**” means any government, parliament, legislature, or any regulatory authority, agency, commission or board of any government, parliament or legislature, or any court or (without limitation to the foregoing) any other law, regulation or rule-making entity (including any central bank, fiscal or monetary authority or authority regulating banks), having or purporting to have jurisdiction in the relevant circumstances, or any Person acting or purporting to act under the authority of any of the foregoing (including any arbitrator);
- (l) “**Lancaster**” means Lancaster Exploration Limited, a company incorporated in the British Virgin Islands with its registered address at Jayla Place, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands;
- (m) “**Lock-in and Shareholder Rights Deed**” means the lock-in and shareholder rights deed between the Parties attached hereto as Schedule A;
- (n) “**Maginito**” means Maginito Limited, a company incorporated in the British Virgin Islands with its registered address at Jayla Place, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands;
- (o) “**Material Fact**” in relation to any Party includes, without limitation, any fact that materially affects, or would reasonably be expected to have a material effect on, the market price or value of the shares or of the business of such Party;
- (p) “**Mkango Public Disclosure Record**” means all information, including without limitation the information circulars, material change reports, annual or interim financial statements, management’s discussion and analysis and press releases filed by or on behalf of Mkango pursuant to Applicable Securities Laws;
- (q) “**Mkango Shares**” means the common shares of Mkango;
- (r) “**Outside Date**” means 29 October 2021;
- (s) “**Parties**” means Mkango and Talaxis; and “**Party**” means either one of them;
- (t) “**Person**” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative or Governmental Authority;
- (u) “**Placing**” means a new placing of Mkango Shares to raise £5,400,000 to £5,600,000;
- (v) “**Placing Price**” means the price per Mkango Share to be issued pursuant to the Placing;

- (w) “**Receiving Party**” has the meaning given in clause 8.2(a);
- (x) “**Reporting Jurisdictions**” means British Columbia, Alberta and the United Kingdom;
- (y) “**Subject Shares**” means:
  - (i) 76,862,745 Class A shares of Lancaster, representing 49% of the issued and outstanding share capital of Lancaster; and
  - (ii) 245 Class A shares of Maginito, representing 24.5% of the issued and outstanding share capital of Maginito;
- (z) “**Time of Closing**” has the meaning given in clause 6.1; and
- (aa) “**TSX-V**” means the TSX Venture Exchange.

## 1.2 Interpretation

Unless the context otherwise expressly requires, in this Agreement:

- (a) the singular includes the plural and conversely and a gender includes all genders;
- (b) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (c) a reference to a clause or schedule is a reference to a clause of or a schedule to this Agreement;
- (d) a reference to any Party includes that Party’s executors, administrators, substitutes (including, but not limited to, persons taking by novation), successors and permitted assigns;
- (e) a reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or restated except to the extent prohibited by this Agreement or that other agreement or document;
- (f) a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation, code, by-law, ordinance or statutory instrument issued under it, provided that, as between the Parties, no such modification, re-enactment or substitution 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;
- (g) a reference to writing includes a facsimile or electronic mail transmission and any means of reproducing words in a tangible and permanently visible form;
- (h) a reference to “£” means British pound sterling, the official currency in the United Kingdom;
- (i) the word “**including**” means “including without limitation” and “include” and, “includes” will be construed similarly;
- (j) headings are for convenience only and do not form part of this Agreement or affect its interpretation;

- (k) a provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of this Agreement or the inclusion of the provision in this Agreement;
- (l) if an act is prescribed to be done on a specified day which is not a Business Day, it must be done instead on the next Business Day; and
- (m) a reference to a thing (including a right, obligation or concept) includes a part of that thing but nothing in this clause 1.2(m) implies that performance of part of an obligation constitutes performance of the obligation.

## **2. SALE AND PURCHASE, CONSIDERATION, COMPLETION**

### **2.1 Sale and Purchase**

Subject to the terms and conditions hereof and the approval of the TSX-V (and satisfaction of any conditions it imposes), Talaxis covenants and agrees to sell to Mkango with full title guarantee and free from any Encumbrance, and Mkango covenants and agrees to purchase from Talaxis, at the Time of Closing, the Subject Shares.

### **2.2 Consideration**

The purchase price payable by Mkango to Talaxis shall be satisfied by the issuance to Talaxis of the Consideration Shares (which shall be paid by Mkango to Talaxis without any deduction, withholding or set-off). Each Party agrees to use its reasonable efforts to procure that the Placing completes at a price per Mkango Share of the Placing Price.

## **3. WARRANTIES AND COVENANTS**

### **3.1 Mkango Warranties**

Mkango warrants to Talaxis as set out below and acknowledges that Talaxis is relying on such warranties in connection with the sale of the Subject Shares:

- (a) it is duly formed in its place of organization;
- (b) it has full legal capacity and power to enter into this Agreement and to perform its obligations under this Agreement;
- (c) it has taken all corporate action that is necessary to authorize its entry into this Agreement and to perform its obligations under this Agreement;
- (d) this Agreement constitutes a legal, valid and binding obligation of it enforceable in accordance with its terms by appropriate legal remedy subject to laws generally affecting creditors' rights and to principles of equity;
- (e) the execution, delivery and performance by it of this Agreement does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:
  - (i) its constitution or other constating documents;
  - (ii) any material term or provision of any security arrangement, undertaking, agreement or deed; or

- (iii) any writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it or any of its property is bound;
- (f) no liquidator, trustee in bankruptcy, receiver or receiver and manager or other external administrator is currently appointed in relation to it or any of its property; it is not bankrupt or insolvent or unable to pay its debts under any bankruptcy and insolvency laws, nor has it stopped paying its debts as they fall due; no order has been made, petition presented or resolution passed by it, or to its knowledge, any other person, for its winding-up or dissolution; no administrator, receiver, manager or equivalent officer has been appointed by it or any person on behalf of it or in respect of it or all or any of its assets; to its knowledge, no steps have been taken to initiate any such appointment and no voluntary arrangement has been proposed relating to it;
- (g) its authorized share capital consists of an unlimited number of Mkango Shares of which 135,525,721 Mkango Shares are currently issued and outstanding as fully paid and non-assessable shares, duly listed on the TSX-V and admitted to trading on the AIM Market;
- (h) Mkango is a reporting issuer in good standing under the Applicable Securities Laws and is not in default of any requirement thereof;
- (i) the Mkango Public Disclosure Record is current with all filings required to be made by it and Mkango is not in default of any filings required to be made under Applicable Securities Laws; the Mkango Public Disclosure Record does not contain any untrue statement of a Material Fact as at the date thereof nor does it omit to state any Material Fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances on the date(s) on which it was made and all materials and documents contained in the Mkango Public Disclosure Record were prepared in accordance with and in compliance with Applicable Securities Laws;
- (j) prior to the Time of Closing, all necessary corporate action shall have been taken to authorize the issue of the Consideration Shares and the delivery of a certificate representing the Consideration Shares; the Consideration Shares will be validly issued as fully paid and non-assessable Mkango Shares and will have been issued in compliance with all applicable laws and not in violation of or subject to any pre-emptive or similar right that entitles any person to acquire from Mkango any Mkango Shares or other security of Mkango, or any security convertible into, or exercisable for, Mkango Shares or any other such security of Mkango; and
- (k) the offering, issuance and delivery of the Consideration Shares by Mkango to Talaxis pursuant to this Agreement has been and will be effected in such a manner as to be exempt from the prospectus requirements of the Applicable Securities Laws and no documents are required to be filed, proceedings taken or approvals, permits, consents, orders or authorizations of any of the Securities Commissions obtained under the Applicable Securities Laws to permit such offering, issuance and delivery.

### **3.2 Mkango Covenants**

- (a) Mkango, as soon as practicable following the signing of this Agreement, shall make application so that, at the time of issuance, the Consideration Shares will have been conditionally approved for listing on the TSX-V, subject only to standard post-closing

listing conditions required by the TSX-V and specified in the TSX-V's conditional acceptance letter; and

- (b) Mkango shall use all reasonable endeavours, including by giving all necessary directions and instructions, to procure that the Consideration Shares are admitted to trading on the AIM Market as soon as possible following Closing.

### 3.3 Talaxis Warranties

Talaxis represents and warrants to Mkango as set out below and acknowledges that Mkango is relying on such warranties in connection with the purchase of the Subject Shares:

- (a) it is duly formed in its place of organization;
- (b) it has full legal capacity and power to enter into this Agreement and to perform its obligations under this Agreement;
- (c) it has taken all corporate action that is necessary to authorize its entry into this Agreement and to perform its obligations under this Agreement;
- (d) this Agreement constitutes a legal, valid and binding obligation of it enforceable in accordance with its terms by appropriate legal remedy subject to laws generally affecting creditors' rights and to principles of equity;
- (e) the execution, delivery and performance by it of this Agreement does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:
  - (i) its constitution or other constating documents;
  - (ii) any material term or provision of any security arrangement, undertaking, agreement or deed; or
  - (iii) any writ, order or injunction, judgment, law, rule or regulation to which it is a party or is subject or by which it or any of its property is bound;
- (f) no liquidator, trustee in bankruptcy, receiver or receiver and manager or other external administrator is currently appointed in relation to it or any of its property; it is not bankrupt or insolvent or unable to pay its debts under any bankruptcy and insolvency laws, nor has it stopped paying its debts as they fall due; no order has been made, petition presented or resolution passed by it, or to its knowledge, any other person, for its winding-up or dissolution; no administrator, receiver, manager or equivalent officer has been appointed by it or any person on behalf of it or in respect of it or all or any of its assets; to its knowledge, no steps have been taken to initiate any such appointment and no voluntary arrangement has been proposed relating to it;
- (g) it is the registered and beneficial owner of the Subject Shares;
- (h) the Subject Shares are free of Encumbrances and, for purposes of certainty, there exists no rights of first refusal, rights of first offer, preferential purchase rights or options that are held by any person to purchase or acquire any of the Subject Shares; and

- (i) it is the registered and beneficial owner of 15,285,715 Mkango Shares; other than the Mkango Shares, it does not own or control any other securities convertible or exchangeable into Mkango Shares.

#### 4. ACKNOWLEDGEMENT OF TALAXIS

Talaxis acknowledges and agrees that:

- (a) no agency, Governmental Authority, regulatory body, stock exchange or other entity has made any finding or determination as to the merit for investment of, nor have any such agencies or Governmental Authorities made any recommendation or endorsement with respect to the Consideration Shares; (ii) there is no government or other insurance covering the Consideration Shares; and (iii) there are risks associated with the acquisition of the Consideration Shares;
- (b) the acquisition of the Consideration Shares has not been or will not be (as applicable) made through, or as a result of, and the distribution of the Consideration Shares is not being accompanied by, a general solicitation or advertisement including articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;
- (c) no prospectus or other offering document has been filed by Mkango with a securities commission or other securities regulatory authority in any province of Canada, or any other jurisdiction in or outside of Canada in connection with the issuance of the Consideration Shares, and such issuance is exempt from the prospectus requirements otherwise applicable under the provisions of Applicable Securities Laws and, as a result, in connection with its acquisition of the Consideration Shares hereunder, as applicable:
  - (i) Talaxis is restricted from using most of the protections, rights and remedies available under Applicable Securities Laws including, without limitation, statutory rights of rescission or damages;
  - (ii) Talaxis will not receive information that may otherwise be required to be contained in a prospectus prepared in accordance with Applicable Securities Laws; and
  - (iii) Mkango is relieved from certain obligations that would otherwise apply under such Applicable Securities Laws;
- (d) the Consideration Shares are being issued to Talaxis on a “private placement” basis and will be subject to certain resale restrictions under Applicable Securities Laws and for purposes of complying with Applicable Securities Laws, including National Instrument 45-102 – *Resale of Securities*, Talaxis understands and acknowledges that the certificates representing the Consideration Shares issued at the Closing Date, or if no certificate representing the Consideration Shares is to be delivered to Talaxis, a written notice delivered to Talaxis at the Closing Date, shall bear the following legend (and any additional legend that may be required by the TSX-V):

**“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [THE DATE THAT IS FOUR MONTHS PLUS A DAY AFTER THE DISTRIBUTION DATE].”;**

- (e) the issuance of the Mkango Shares is exempt from the requirement to publish an approved prospectus pursuant to Section 86 of the United Kingdom Financial Services and Markets Act 2000 (“FSMA”); and no document has been or will be prepared that would constitute a prospectus for the purposes of Section 85(1) of FSMA or Section 85(7) of FSMA; and
- (f) Mkango intends to, but is not obligated to, complete the Placing prior to the Closing.

## **5. CONDITIONS OF CLOSING AND COVENANTS**

### **5.1 Closing Conditions in favour of Mkango**

The purchase of the Subject Shares and the issuance of the Consideration Shares by Mkango is subject to the fulfillment (or waiver in writing by Mkango) on or by the Outside Date of the following conditions:

- (a) *Warranties:* The warranties of Talaxis contained in this Agreement shall be true and correct in all material respects at the Time of Closing, with the same force and effect as if such warranties were made at and as of such time;
- (b) *Covenants:* All of the terms, covenants and conditions of this Agreement to be complied with or performed by Talaxis at or before the Time of Closing shall have been complied with or performed; and
- (c) *Corporate Approvals:* Mkango shall have obtained all necessary resolutions of its directors to approve the purchase and sale of the Subject Shares and the issuance of the Consideration Shares, which shall have been duly passed or obtained by the requisite majority in accordance with applicable law.

### **5.2 Closing Conditions in favour of Talaxis**

The sale of the Subject Shares by Talaxis is subject to the fulfillment (or waiver in writing by Talaxis) on or by the Outside Date of the following conditions:

- (a) *Warranties:* The warranties of Mkango contained in this Agreement shall be true and correct in all material respects at the Time of Closing, with the same force and effect as if such warranties were made at and as of such time;
- (b) *Covenants:* All of the terms, covenants and conditions of this Agreement to be complied with or performed by Mkango at or before the Time of Closing shall have been complied with or performed; and
- (c) *Corporate Approvals:* Talaxis shall have obtained all necessary resolutions of its directors to approve the sale of the Subject Shares, which shall have been duly passed or obtained by the requisite majority in accordance with applicable law.

### **5.3 Mutual Closing Conditions**

The purchase and sale of the Subject Shares and the issuance of the Consideration Shares is subject to the following conditions to be fulfilled or performed at or prior to Outside Date:

- (a) *No Action or Proceeding:* No legal or regulatory action or proceeding shall be pending or threatened by any person which would, in the opinion of a Party, acting reasonably, enjoin,

restrict or prohibit the purchase and sale of the Subject Shares or the issuance of the Consideration Shares contemplated hereby;

- (b) *Regulatory Approval:* Mkango shall have obtained all regulatory approvals to permit the issuance of the Consideration Shares, including without limitation the conditional approval of the TSX-V; and
- (c) *Shareholder Approvals:* Mkango shall have obtained all necessary approvals of its shareholders to approve the purchase of the Subject Shares from Talaxis and the issuance of the Consideration Shares, which shall have been duly passed or obtained by the requisite majority in accordance with Applicable Securities Laws (including, for greater certainty in compliance with Multilateral Instrument 61-101, or Mkango shall have relied upon an available exemption from the requirements thereunder).

#### **5.4 Assistance and Outside Date**

- (a) In furtherance of clauses 5.1, 5.2 and 5.3, the Parties shall prepare execute and deliver such other documentation as a Party and its counsel may reasonably require, in form and substance satisfactory to such Party.
- (b) In the event that any of conditions set forth in clauses 5.1, 5.2 or 5.3 shall not have been satisfied on or by the Outside Date (unless, in respect of clauses 5.1 and 5.2, waived by Mkango or Talaxis, respectively), this Agreement shall automatically terminate and the provisions of clause 6.5 shall apply.

#### **5.5 Covenants of Talaxis**

During the period from (and including) the date of this Agreement up to (and including) the Closing, Talaxis shall not sell, assign, transfer, declare itself trustee, dispose of, Encumber or otherwise deal with the Subject Shares nor do any other acts or omissions contrary to the interests of Mkango or the terms of this Agreement.

### **6. CLOSING ARRANGEMENTS**

#### **6.1 Time of Closing**

Closing (the “**Closing**”) shall take place on the fourth Business Day after the date on which the last of the Closing Conditions to be satisfied or waived is satisfied or waived and shall have occurred upon issuance to Talaxis of the Consideration Shares, which shall be completed electronically, or as otherwise determined by the Parties, at 10:00 (London time) or such other date or time as is established by the Parties (the “**Time of Closing**”) (the “**Closing Date**”).

#### **6.2 Closing Deliverables of Talaxis**

At the Time of Closing, Talaxis shall deliver to Mkango:

- (a) an instrument of transfer executed by Talaxis transferring the Subject Shares to Mkango or its nominee(s);
- (b) the share certificates for the Subject Shares or an indemnity in the agreed form in respect of any missing certificates;

- (c) any waiver, consent or other document necessary to give Mkango or its nominee(s) full legal and beneficial ownership of the Subject Shares;
- (d) resignation letters from each of Daniel-Philippe Mamadou Blanco and Gregory David Hunter as a director of Lancaster and resignation letters from each of Daniel-Philippe Mamadou Blanco and Matthew Philip Hopkins as a director of Maginito, in a form substantially similar to that attached hereto as Schedule B;
- (e) the executed Lock-in and Shareholder Rights Deed;
- (f) resolutions of the board of Lancaster signed by Daniel-Philippe Mamadou Blanco and Gregory David Hunter (to the extent that they are directors of Lancaster at the time of the passing of the relevant resolutions), authorising the transfer of 76,862,745 Class A shares of Lancaster from Talaxis to Mkango in accordance with the terms of this Agreement; and
- (g) resolutions of the board of Maginito signed by Daniel-Philippe Mamadou Blanco and Matthew Philip Hopkins (to the extent that they are directors of Maginito at the time of the passing of the relevant resolutions), authorising the transfer of 245 Class A shares of Maginito from Talaxis to Mkango in accordance with the terms of this Agreement.

### 6.3 Closing Deliverables of Mkango

At the Time of Closing, Mkango shall deliver to Talaxis upon receipt of the items listed in clause 6.2:

- (a) a certificate representing the Consideration Shares, or if no certificate representing the Consideration Shares is to be delivered to Talaxis, a direct registration statement indicating that the Consideration Shares have been issued in accordance with Talaxis's registration instructions;
- (b) payment of the Cash Consideration by electronic transfer of immediately available funds to such account as has been notified by Talaxis to Mkango;
- (c) acknowledgements to the resignation letters in favour of each of Daniel-Philippe Mamadou Blanco, Gregory David Hunter and Matthew Philip Hopkins, in a form substantially similar to that attached hereto as Schedule B;
- (d) the executed Lock-in and Shareholder Rights Deed;
- (e) resolutions of the board of Lancaster signed by Alexander Mark Lemon and William Drummond Dawes, authorising the transfer of 76,862,745 Class A shares of Lancaster from Talaxis to Mkango in accordance with the terms of this Agreement; and
- (f) resolutions of the board of Maginito signed by Alexander Mark Lemon and William Drummond Dawes, authorising the transfer of 245 Class A shares of Maginito from Talaxis to Mkango in accordance with the terms of this Agreement.

### 6.4 Failure to Close

If Talaxis or Mkango (the "**Affected Party**") fails or is unable to comply with any of its obligations under clauses 6.2 or 6.3 respectively at the Time of Closing on the Closing Date, then Talaxis (if the failure or inability is on the part of Mkango) or Mkango (if the failure or inability is on the part of Talaxis) (the "**Unaffected Party**") may:

- (a) elect to proceed to Closing as far as practicable (for the avoidance of doubt, such partial Closing shall not affect the Unaffected Party's rights in connection with any part not completed);
- (b) defer Closing (by notice to the Affected Party) to a date (being a Business Day) not more than twenty (20) Business Days after the Closing Date (in which case the provisions of this clause 6 shall apply to Closing as so deferred); or
- (c) terminate this Agreement by notice to the Affected Party.

## 6.5 Termination

If this Agreement is terminated in accordance with clause 5.4(b) or 6.4(c), all rights and obligations of the Parties under this Agreement shall end, save for any terms of this Agreement which are expressly stated to survive the termination of this Agreement and provided that nothing in this clause shall limit any rights or obligations of either Party under this Agreement which have accrued before termination.

## 7. SURVIVAL OF WARRANTIES

The warranties and covenants contained in this Agreement and in all certificates and documents delivered pursuant to or contemplated by this Agreement shall survive the Closing and, notwithstanding such closing nor any investigation made by or on behalf of the Party entitled to the benefit thereof, shall continue in full force and effect for the benefit of the Party entitled to the benefit thereof for a period of two (2) years following the Closing.

## 8. GENERAL

### 8.1 Further Assurances

- (a) Each of the Parties shall, from time to time hereafter and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered all acts, documents and things to give effect to this Agreement and/or effectuate the transaction(s) contemplated herein.
- (b) Where the exercise of a right of a Party under the terms of this Agreement requires the approval of, or the taking of any other step by, the other Party, each Party hereby undertakes to exercise its voting rights and other rights and to take all actions reasonably requested.

### 8.2 Confidentiality

- (a) Each Party (a "**Receiving Party**") agrees that it shall maintain as confidential and shall not disclose, and shall cause its Affiliates and its and their respective employees, officers, directors, advisors, agents and representatives to maintain as confidential and not to disclose, the terms contained in this Agreement and all information (whether written, oral or in electronic format) received or reviewed by it as a result of or in connection with this Agreement (collectively, "**Confidential Information**"), except that a Receiving Party may disclose Confidential Information:
  - (i) to its auditors, legal counsel, lenders, brokers, underwriters, bankers and advisers and to persons with whom it is considering or intends to enter into a transaction for whom such Confidential Information would be relevant, provided that such

persons are advised of the confidential nature of the Confidential Information, undertake to maintain the confidentiality of it and are strictly limited in their use of the Confidential Information to those purposes necessary for such persons to perform the services for which they were, or are proposed to be, retained by the Receiving Party or to consider or effect the applicable transaction, as the case may be;

- (ii) where it has an obligation to disclose such information in accordance with applicable legislation, the rules of any applicable stock exchange or any other applicable legal requirements, in which case, such disclosure shall only be made after consultation with the other Party (if reasonably practicable and permitted by applicable law and the rules of any recognized stock exchange) and, in the case of a public announcement required by applicable law or the rules of any applicable stock exchange, shall only be made in accordance with clause 8.3;
  - (iii) where such information is already widely known by the public other than by a breach of the confidentiality terms of this Agreement or obtained independently of this Agreement and the disclosure of such information would not breach any other confidentiality obligations;
  - (iv) with the approval of the other Party; and
  - (v) to those of its and its Affiliates' directors, officers, employees, representatives and agents who need to have knowledge of the Confidential Information.
- (b) Each Party shall ensure that its and its Affiliates' employees, directors, officers, representatives and agents and those persons listed in clause 8.2(a)(i) are made aware of, and comply with the provisions of, this clause 8.2. Each Party shall be liable to the other Party for any improper use or disclosure of such terms or information by such persons.

### **8.3 Announcements**

During the term of this Agreement no Party shall make any press release concerning this Agreement other than a Party hereto or an Affiliate thereof whose shares are quoted on a stock exchange. Should any such Party wish to make a press release concerning this Agreement or any activity or information concerning this Agreement, it shall first consult with the other Party prior to making such press release, and the Parties shall use all reasonable efforts, acting expediently and in good faith, to agree upon a text for such statement or press release which is satisfactory to both Parties.

### **8.4 Notices**

- (a) Any notice or other communication that is required or permitted to be given hereunder shall be in writing and shall be validly given if delivered in person (including by courier service) or transmitted by electronic mail in PDF format as follows:
- (i) in the case of Mkango:  
  
550 Burrard Street, Suite 2900, Vancouver BC, V6C 0A3  
  
Attention: Will Dawes and Alex Lemon  
  
E-mail: [will@mkango.ca](mailto:will@mkango.ca) and [alex@mkango.ca](mailto:alex@mkango.ca)

- (ii) in the case of Talaxis:

**Talaxis Limited**

Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola,  
VG1110, British Virgin Islands

Attention : Stephen Motteram

E-mail: SMotteram@thisisnoble.com

- (b) Any such notice or other communication shall be:

- (i) if delivered, shall be deemed to have been given and received on the day so delivered;
- (ii) if mailed by registered mail, shall be deemed to have been given and received on the 5th day following such mailing;
- (iii) if sent by email, shall be deemed to have been given and received on the day it was so sent if sent during normal business hours (9:00 a.m. to 5:00 p.m. local time at the place of receipt) or on the next following Business Day if sent outside of normal business hours, save for any instance where the sender:
- (A) receives an automated notification within 48 hours from the time of sending that the email has not been delivered or some other delivery problem has occurred; or
- (B) is informed otherwise that the recipient has not received the email,
- in which case the notice or communication shall not be deemed to have been given or received.

Any Party may at any time change its address for service from time to time by giving notice to the other Party in accordance with this clause 8.4.

**8.5 No Partnership**

Nothing in this Agreement shall be deemed to constitute any Party as the partner, agent or legal representative of the other Party or to create any fiduciary relationship between them. It is not the intention of the Parties to create, nor shall this Agreement be construed to create, any mining, commercial or other partnership.

**8.6 Assignment**

No Party shall assign, novate or otherwise transfer any of its rights or obligations under this Agreement.

**8.7 Entire Agreement**

- (a) This Agreement (including the schedules) constitutes the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral.

- (b) There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein.

#### **8.8 Amendments**

This Agreement may not be amended or modified except by written instrument signed by all of the Parties.

#### **8.9 No Waiver**

The failure of any Party to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver nor deprive that Party of the right thereafter to insist upon strict adherence to such provision or any other provision of this Agreement. No purported waiver shall be effective as against any Party unless consented to in writing by such Party. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

#### **8.10 Severability**

If any provision of this Agreement is determined by a court or tribunal of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

#### **8.11 Applicable Law**

- (a) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual claims) shall be exclusively governed by and construed in accordance with the law of British Columbia and the federal laws of Canada applicable therein without regard to choice of laws or conflict of laws principles that would require or permit the application of the laws of any other jurisdiction.
- (b) Except as required by law, or as otherwise expressly specified herein, each of the Parties hereby irrevocably attorns and submits to the exclusive jurisdiction of the courts of British Columbia respecting all matters relating to this Agreement or its subject matter or formation (including non-contractual disputes or claims) and the rights and obligations of the Parties hereunder.

#### **8.12 Execution in Counterparts**

This Agreement may be executed in any number of counterparts and by facsimile or electronic signatures, each of which shall constitute an original and all the counterparts taken together shall constitute one and the same instrument

**IN WITNESS** whereof this Agreement has been executed by the Parties on the date first written above.

*[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]*

**MKANGO RESOURCES LTD.**

By: *“Will Dawes”*  
Name: William Dawes  
Title: CEO

**TALAXIS LIMITED**

By: *“Matthew Hopkins”*  
Name: Matthew Hopkins  
Title: CFO

A-1

**Schedule A**

**DATED**

**2021**

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- (1) **SP ANGEL CORPORATE FINANCE LLP**  
and
- (2) **ALTERNATIVE RESOURCE CAPITAL LLP**  
and
- (3) **SHARD CAPITAL PARTNERS LLP**  
and
- (4) **TALAXIS LIMITED**  
and
- (5) **MKANGO RESOURCES LTD.**
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**LOCK-IN AND SHAREHOLDER RIGHTS DEED**

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**Fasken Martineau LLP**  
15th Floor, 125 Old Broad Street, London, EC2N 1AR  
Telephone: +44 (0) 20 7917 8500

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**THIS DEED** is made the                      day of                      2021

**BETWEEN:**

- (1) **SP Angel Corporate Finance LLP** incorporated in England and Wales with registered number OC317049 and whose registered office is at Prince Frederick House 4th Floor, 35-39 Maddox Street, London, W1S 2PP (“**SPAngel**”);
- (2) **Alternative Resource Capital LLP, a trading name of Shard Capital Partners LLP**, a company incorporated in England and Wales with registered number OC360394 whose registered office is at 23<sup>rd</sup> Floor, 20 Fenchurch St, London, EC3M 3BY (“**ARC**”);
- (3) **Shard Capital Partners LLP** a company incorporated in England and Wales with registered number OC360394 whose registered office is at 23<sup>rd</sup> Floor, 20 Fenchurch St, London, EC3M 3BY (“**Shard**”);
- (4) **Talaxis Limited** a company incorporated the British Virgin Islands with whose registered office is Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, G1110, British Virgin Islands (the “**Shareholder**”); and
- (5) **Mkango Resources Ltd.** incorporated in British Columbia, Canada whose registered office is at 550 Burrard Street, Suite 2900, Vancouver BC, V6C 0A3 (the “**Company**”).

**BACKGROUND:**

- (A) The Company and the Shareholder are party to the Share Exchange Agreement, pursuant to which the Shareholder will acquire, on completion thereof, [•] Shares representing [•]% of the total number of the Company’s issued and outstanding Shares (“**Exchange Shares**”) which, together with Shares in which the Shareholder has an Interest prior to closing of the Share Exchange Agreement, will result in the Shareholder owning [•] Shares (the “**Restricted Shares**”), being [•]% of the total number of issued and outstanding Shares as at the date of this deed.
- (B) It is proposed that an application be made for the Admission of Exchange Shares.
- (C) SPAngel acts as Nominated Advisor and joint Broker to the Company.
- (D) ARC acts as joint Broker to the Company.
- (E) Shard is acting as placing agent to the Company (together with SPAngel and ARC) in connection with a placing of Shares to complete prior to the transactions contemplated by the Share Exchange Agreement.
- (F) The Shareholder has agreed on the terms of this deed to certain restrictions on the disposal of the Restricted Shares and Derived Shares in the Company held by it and its Associates.
- (G) The Company has agreed on the terms of this deed (i) to appoint a director nominated by the Shareholder to the board of directors of the Company and (ii) to restrict the transfer of certain shares held by it in Lancaster or Maginito.

**NOW IT IS HEREBY AGREED** as follows:

**1 DEFINITIONS AND INTERPRETATION**

1.1 In this deed, the following definitions shall apply:

“**Admission**”                      the admission of the Exchange Shares to trading on AIM;

<b>“Affiliate”</b>	any person which directly or indirectly Controls, is Controlled by, or is under common Control with, a person;
<b>“AIM”</b>	a market operated by the London Stock Exchange plc;
<b>“AIM Rules”</b>	the rules published by the London Stock Exchange plc governing, <i>inter alia</i> , admission to AIM and the continuing obligations of companies admitted to trading on AIM, as amended from time to time;
<b>“Applicable Interest”</b>	the applicable percentage interest of the Shareholder Group in Shares as calculated by taking (A) the total number of all Voting Rights held by the Shareholder and any other member of the Shareholder Group (on a fully-diluted basis,) and dividing it by the aggregate of (B) the total number of Voting Rights held by all persons (on a non-fully-diluted basis) plus (C) the Voting Rights which the Shareholder Group is entitled to acquire (but has not yet acquired), if any;
<b>“Applicable Laws”</b>	collectively, the <i>Business Corporations Act</i> (British Columbia) and all applicable securities laws of each of Alberta and British Columbia, Canada, and the United Kingdom and the respective rules and regulations under such laws together with applicable published instruments, notices, guidance and orders of the securities regulatory authorities in Alberta and British Columbia, Canada and the United Kingdom and the rules and policies of the TSX-V and AIM;
<b>“Articles”</b>	the Articles of the Company from time to time;
<b>“Associate”</b>	has the meaning set out in paragraph (c) in the definition of “related party” in the AIM Rules from time to time;
<b>“Board”</b>	the board of directors of the Company from time to time;
<b>“Broker”</b>	a stockbroking member of the London Stock Exchange authorised to assume the responsibilities of a broker appointed by the Company from time to time
<b>“Business Days”</b>	shall have the meaning given to that term in clause 7.2.1;
<b>“Control”</b>	in relation to any person, possession, directly or indirectly, of the power to direct or cause direction of management and policies of that person through ownership of a majority of voting securities, contract, voting trust or otherwise;
<b>“Derived Shares”</b>	all Shares and/or securities exchangeable for or convertible into Shares or arising from any capitalisation, issue or any consolidation or sub-division of the Company's share capital to the extent that the entitlement to such Shares or securities arises by reference to any Restricted Shares;
<b>“Director”</b>	a director of the Company from time to time;
<b>“Director Nomination Notice”</b>	the meaning given in clause 4.1;

<b>“Director Removal Notice”</b>	the meaning given in clause 4.2;
<b>“Exchange Shares”</b>	the meaning given in preamble (A);
<b>“Independent Director”</b>	a director who (i) has not been nominated by, nor employed by, nor been an officer or director of, nor otherwise the recipient of any ongoing or past financial compensation from, in each case directly or indirectly, any member of the Shareholder Group, and who (ii) is considered to be independent of the Shareholder by the Nominated Adviser, acting reasonably taking into account Applicable Laws;
<b>“Interest”</b>	any interest in shares as defined in section 820 of the Companies Act 2006 (as amended) and “interested” shall be construed accordingly;
<b>“Lancaster”</b>	Lancaster Exploration Limited, a company incorporated in the British Virgin Islands with its registered address at Jayla Place, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands;
<b>“Maginito”</b>	Maginito Limited, a company incorporated in the British Virgin Islands with its registered address at Jayla Place, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands;
<b>“Nominated Adviser”</b>	the Company’s appointed nominated adviser pursuant to the AIM Rules, being at the date of this deed, SPAngel;
<b>“Nominated Director”</b>	any Director nominated by the Shareholder Group and appointed to the Board from time to time;
<b>“Permitted Disposal”</b>	a Transfer made (i) through a reputable investment bank or broker, such as Canaccord Genuity Corp. and any of its affiliated entities, to ensure compliance with AIM and TSX-V requirements, and (ii) in such a way so as to maintain an orderly market in the Shares, provided that (where legally permissible) prior notification has been provided to the Company and its Nominated Adviser and the Placing Agents of the intention to Transfer as well as the means of Transfer;
<b>“Placing Agents”</b>	each of Shard, ARC and SPAngel;
<b>“Restricted Shares”</b>	has the meaning given in preamble (A);
<b>“Share Exchange Agreement”</b>	the agreement by such name entered into by the Shareholder and the Company as of the date hereof;
<b>“Shareholder Group”</b>	the Shareholder and each of its Affiliates, as well as all directors and officers thereof and any person acting in concert therewith, and “member of the Shareholder Group” shall be construed accordingly;
<b>“Shares”</b>	common shares of the Company;

<b>“Significant Interest”</b>	an Applicable Interest of 10% or more;
<b>“Transfer”</b>	<p>the transfer of the legal and/or beneficial ownership (or any interest therein) in a Restricted Share or Derived Share and/or the grant of an option to acquire the legal and/or beneficial ownership (or any interest therein) in such Restricted Share or Derived Share and the following shall be deemed (but without limitation) to be a transfer of a Restricted Share or Derived Share:</p> <p>(a) any direction (by way of renunciation or otherwise) by the Shareholder entitled to an allotment or issue of any Restricted Share or Derived Share that such Restricted Share or Derived Share be allotted or issued to some person other than a member of the Shareholder Group;</p> <p>(b) any sale or other disposition of any legal and/or equitable interest in a Restricted Share or Derived Share (including any voting right attached thereto) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing; and</p> <p>(c) any grant of a legal or equitable mortgage, pledge or charge over any Restricted Share or Derived Share;</p> <p>and references to “Transfer” shall be deemed to include agreements to “Transfer”;</p>
<b>“TSX-V”</b>	TSX Venture Exchange; and
<b>“Voting Rights”</b>	the voting rights attaching to Shares.

1.2 In this deed:

- 1.2.1 references to the masculine include the feminine and neuter and words denoting the singular number include the plural and vice versa;
- 1.2.2 unless the context otherwise requires, any reference to any clause or Schedule is to a clause or Schedule of and to this deed. The Schedule shall form part of and shall be deemed to be incorporated in this deed; and
- 1.2.3 the headings are included for ease of reference and shall not affect the construction of this deed.

2 **CONDITION**

Clause 3 shall be conditional upon Admission occurring.

3 **UNDERTAKING**

- 3.1 Subject to clause 3.3, unless otherwise agreed with the Company, the Shareholder undertakes to each of the Placing Agents and the Company that, for so long as the Shareholder Group holds a Significant Interest, it will not, and will use its reasonable endeavours to procure that no person who is an Associate of it will, directly or indirectly enter into any agreement to give effect to a Transfer at any time prior to the first anniversary of the date of issue of the Exchange Shares.

- 3.2 Subject to clause 3.3, the Shareholder undertakes to each of the Placing Agents and the Company that it will not, during the 12 month period commencing on the first anniversary of the date of issue of the Exchange Shares, enter into any agreement to give effect to a Transfer except by the way of a Permitted Disposal, unless otherwise agreed with the Company.
- 3.3 The restrictions contained in clauses 3.1 and 3.2 shall not apply to a Transfer:
- 3.3.1 in acceptance of a general offer made to all shareholders of the Company (other than the offeror and/or any body corporate controlled by the offeror and/or any persons acting in concert with the offeror) to acquire all the issued Shares (other than any Shares which are already owned by the person making such offer and any other person acting in concert with him), or an undertaking to accept such general offer provided that if the offer to acquire is not completed, the Restricted Shares or Derived Shares shall remain subject to the restrictions contained in this deed;
  - 3.3.2 arising in respect of a plan of arrangement or analogous procedure to achieve the same outcome as in clause 3.3.1;
  - 3.3.3 pursuant to an offer by the Company to purchase its own shares which is made on identical terms to all holders of Shares;
  - 3.3.4 where required by law, including in the event of an intervening order or ruling by a court or judicial body or by any regulatory or competent authority;
  - 3.3.5 by the Shareholder to an Affiliate or Associate provided that in the event that the transferee ceases, prior to the two year anniversary of the date of issue of the Exchange Shares, to be an Affiliate or Associate of the Shareholder, such transferee shall transfer the Restricted Shares or Derived Shares back to the Shareholder or to any Affiliate or Associate of the Shareholder,

PROVIDED THAT before making any transfer of the kind mentioned in clause 3.3.5, the Shareholder shall have provided evidence to the satisfaction of the Company (such satisfaction not to be unreasonably withheld, conditioned or delayed) that the transferee is an Affiliate or Associate and the transferee shall execute an agreement in terms reasonably satisfactory to the Company to be bound by the provisions of clauses 3.1 and 3.2 as if he, she or it was the Shareholder originally bound by the terms of this deed.

- 3.4 Each of the Placing Agents and the Company agrees that:
- 3.4.1 any of the restrictions contained in clauses 3.1 and/or 3.2 may be waived by the Company at its sole discretion; and
  - 3.4.2 any such waiver constitutes a waiver on behalf of each of the Placing Agents, and by the Company for its own account.

#### 4 **NOMINATION RIGHT**

- 4.1 At any time that the Shareholder Group holds a Significant Interest it shall be entitled to nominate one Director to the Board. Any such nomination shall be made by giving notice in writing to the Company (with a copy to the Nominated Adviser through such method of delivery as shall be specified by the Company to the Shareholder upon request) (a “**Director Nomination Notice**”).
- 4.2 The Shareholder may require the removal or replacement of a Nominated Director by giving notice in writing to the Company and the Director being removed or replaced (copied to the Nominated Adviser) (a “**Director Removal Notice**”). In the event that the Shareholder Group ceases to hold a Significant Interest, the Shareholder shall, within 10 Business Days of receipt of a written request from the Company, use its reasonable endeavours to procure the removal of the Nominated

Director(s) (failing which the Company shall be entitled to do so). The Shareholder shall, and shall procure that any member of the Shareholder Group holding voting rights attaching to the Shares shall, vote in favour of any shareholder resolutions proposed to effect the removal of a Nominated Director in such circumstances. The Shareholder shall procure that no Nominated Director shall seek compensation for loss of office and each Nominated Director shall waive any claim connected with the removal of a Nominated Director from office provided that nothing in this clause shall prejudice any right of indemnity or insurance available to any Nominated Director by the Company and the Company agrees to provide each Nominated Director with equivalent indemnification and access to its director and officer insurance (at the Company's expense) as is provided to the other directors of the Company.

The Shareholder shall consult with the Company and the Nominated Adviser before issuing a Director Nomination Notice or a Director Removal Notice. The Shareholder agrees and acknowledges that the appointment of a Nominated Director shall be assessed by the Nominated Adviser, acting reasonably and strictly in accordance with the AIM Rules, following all such diligence as it deems appropriate acting reasonably in order to assess the suitability of the Nominated Director. The Company agrees to use its reasonable endeavours to ensure that the Nominated Adviser completes such due diligence and provides such approval as expeditiously as possible. It is acknowledged that a Nominated Director may be found to be unsuitable where he or she has failed to execute a director appointment letter or agreement that requires the Nominated Director to accept the policy on compensation set out in Clause 4.6. Nothing shall preclude the Shareholder from identifying alternative persons as Nominated Directors if a Nominated Director has been found unsuitable.

- 4.3 The Shareholder further agrees and acknowledges that the appointment of a Nominated Director shall be subject to the prior approval of the TSX-V and agrees to provide such information as the TSX-V may request, including completion of a Form 2A (Personal Information Form), in order to facilitate the appointment of the Nominated Director to the Board.
- 4.4 Should the Nominated Adviser object to any person identified in a Director Nomination Notice on the basis that such person is or may be unsuitable for an AIM-listed company or the TSX-V fails to approve the suitability of such person, the Company shall communicate such objection and, in the case of an objection by the Nominated Adviser, the reasons therefor to the Shareholder and the Company shall use its reasonable endeavours to facilitate the resolution of such objection (including through the procurement of further information in respect of such person); failing a resolution of any such issues, the Company shall accept an alternative Director Nomination Notice in lieu thereof (in all cases so as to ensure the avoidance of any deprivation of nomination rights hereunder).
- 4.5 Following receipt of a Director Nomination Notice or a Director Removal Notice and as soon as reasonably practicable following completion by the Nominated Adviser of any assessment required in accordance with clause 4.2, the Company shall procure (in so far as it is reasonably able to do so) such appointment or removal of the Nominated Director in accordance with and subject to the Articles and Applicable Laws.
- 4.6 The Company shall not be required to pay any director fees to any Nominated Director who is a member of the Shareholder Group, but shall, if so requested, pay director fees to any other Nominated Director in an amount commensurate with those for non-executive Independent Directors. The Company shall pay or reimburse each Nominated Director any expenses incurred by that Nominated Director in fulfilling his or her duties in a manner consistent with all Directors.
- 4.7 The Company agrees that for so long as the Shareholder Group holds a Significant Interest, the Company will nominate the Nominated Director, provided that such person has been deemed suitable by the Nominated Adviser and the TSX-V, for election as a Director of the Company at each annual meeting of the Company's shareholders at which time the directors of the Company will be elected, and shall recommend that shareholders vote in favour of the Nominated Director, as a member of the management slate of Directors to be elected at any such meeting.

4.8 The Company shall procure that the Shareholder is provided with such financial or other information in relation to the Company and its group as is necessary for the Shareholder to comply with its legal, regulatory or tax obligations.

## 5 COMPANY TRANSFERS

5.1 The Company agrees that for so long as the Shareholder Group holds a Significant Interest, it will not issue, transfer or pledge any new shares in Lancaster or Maginito to any party who is not an Affiliate of the Company without the consent of the Shareholder, save that the Company may pledge the shares held by it in Lancaster and/or Maginito where the Company, Lancaster, Maginito or any other subsidiary of the Company wish to raise project or other forms of debt finance.

## 6 WARRANTIES

6.1 The Shareholder warrants and confirms on the date of this deed to each of the Placing Agents and the Company that each of the Shares set out in the Schedule are beneficially owned by the Shareholder and are free from all liens, charges, encumbrances and third party rights, and that immediately following Admission it will have full power and authority to perform the obligations hereunder in respect of the Shares set out opposite its, his or her name in the Schedule.

6.2 The Shareholder warrants and confirms on the date of this deed to each of the Placing Agents and the Company that each of the Shares set out in the Schedule opposite its name are the only Shares (or securities convertible or exchangeable into Shares) in which the Shareholder and its Associates have an Interest as at the date hereof.

6.3 The Shareholder agrees that:

6.3.1 if any of the Shares held by it are registered in the name of any other person, it shall procure that such person complies (so far as it, he or she is reasonably able) with such obligations as though it, he or she were a party to this deed; and

6.3.2 the restriction on disposals and the other provisions in this deed will be binding on each such person and his successors and assigns.

6.4 The Shareholder acknowledges that the existence of this deed and its contents may be announced on AIM, the System for Electronic Disclosure and Analysis (SEDAR), in a management information circular to be provided to shareholders in connection with the Share Exchange Agreement and to the public generally.

6.5 The Shareholder warrants and confirms on the date of this deed to each of the Placing Agents and the Company that it has full power and authority to enter into and perform this deed and that the execution, delivery and performance by it of this deed will not result in a breach of, or, constitute a default under, any agreement or arrangement to which it is a party or by which it is bound.

## 7 NOTICES

7.1 Any notice, consent, request, demand, approval or other communication to be given or made under or in connection with this deed (each a “Notice” for the purposes of this Clause) shall be in English, in writing (which, for the avoidance of doubt, shall include by email) and signed by or on behalf of the person giving it and any Notice under or in connection with this deed shall be delivered:

7.1.1 in the case of the Shareholder to:

Address: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola,  
G1110, British Virgin Islands

Email Address: [●]

marked “For the Urgent Attention of [●]”

7.1.2 in the case of SPAngel to:

Address: Prince Frederick House, 35-39 Maddox Street, W1S 2PP

Email Address: [Jeff.Keating@spangel.co.uk](mailto:Jeff.Keating@spangel.co.uk)

marked “For the Urgent Attention of Jeff Keating”

7.1.3 in the case of Shard to:

Shard Capital Partners LLP

Address: 23rd Floor, 20 Fenchurch St, London, EC3M3BY

Email Address: [damon.heath@shardcapital.com](mailto:damon.heath@shardcapital.com)

marked “For the Urgent Attention of Damon Heath”

7.1.4 in the case of ARC to:

Alternative Resource Capital LLP (a trading name of Shard Capital Partners LLP)

Address: 23rd Floor, 20 Fenchurch St, London, EC3M3BY

Email Address: [awood@altrescap.com](mailto:awood@altrescap.com)

marked “For the Urgent Attention of Alex Wood”

7.1.5 in the case of the Company to:

Address: 550 Burrard Street, Suite 2900, Vancouver BC, V6C 0A3

Email Address: [will@mkango.ca](mailto:will@mkango.ca) and [alex@mkango.ca](mailto:alex@mkango.ca)

marked “For the Urgent Attention of Will Dawes and Alex Lemon”

or transmitted by email or registered mail in each case to the address and marked as set out above.

7.2 Any such Notice shall be effected by one of the following methods and shall be deemed to have been served as follows:

7.2.1 by hand to the relevant address set out in clause 7.1 and shall be deemed served on delivery if delivered between 9.00 a.m. and 5.00 p.m. on a day (other than a Saturday or a Sunday or a public holiday) on which banks are generally open to transact a full range of normal banking transactions in London (a “**Business Day**”) and, if delivered outside such hours, at the time when such hours re-commence on the first Business Day following delivery;

7.2.2 by prepaid first-class post to the relevant address set out in Clause 7 and shall be deemed served on the second Business Day after the day on which it was posted; or

7.2.3 by email to the relevant email address set out in clause 7.1 and shall be deemed served (subject to oral confirmation of receipt) on the day it is sent provided that if that day is not a Business Day or, being a Business Day, the email is sent after 5.00 p.m., then at 9.00 a.m. on the first Business Day thereafter.

7.3 Subject to clause 7.2, in proving such service (other than service by email) it shall be sufficient to prove that the notice or correspondence was properly addressed and left at or posted by registered mail to the place to which it was so addressed.

- 7.4 A party may notify any other party to this deed of a change to its name, the person for whose attention any Notice should be marked, its address (to an address within England and Wales) or its email address for the purposes of this clause 7, provided that such Notice shall only be effective on:
- 7.4.1 the date specified in the notice as the date on which such change is to occur; or
  - 7.4.2 if no such date is specified or the date specified is less than five Business Days after the date on which notice is given, the date which is five Business Days after the date on which the Notice of the change is given.

## **8 RESTRICTIONS ON DEALINGS IN SECURITIES**

The provisions of this deed are without prejudice to any obligations which the Shareholder may have from time to time as a director or applicable employee of the Company pursuant to any code for dealings in securities adopted by the Company pursuant to the rules of any relevant recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) and as a shareholder under the Criminal Justice Act 1993 and the Market Abuse Regulation (Regulation No. 596/2014) as amended and transposed into English law, Applicable Laws or any other relevant legislation.

## **9 GENERAL**

- 9.1 Without prejudice to any other rights or remedies that the each of the Placing Agents may have, the Shareholder acknowledges and agrees that damages alone would not be an adequate remedy for any breach by the Shareholder of the provisions of this deed and that accordingly each of the Placing Agents shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this deed.
- 9.2 If any term or provision in this deed shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this deed but the enforceability of the remainder of this deed shall not be affected.
- 9.3 This deed may be signed in any number of counterparts, each of which, when signed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.
- 9.4 Each party will give all such assistance and will execute all documents and do all such acts and things as are reasonably required in order to give effect to the terms of this deed.

## **10 THIRD PARTY RIGHTS**

No person other than the Nominated Adviser (if a person different from SPAngel) or the Broker (if a person different from SPAngel or ARC) who is not a party to this Deed shall have any rights under or in connection with this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999. No consent of any third party shall be required to amend, rescind or terminate this deed.

## **11 ASSIGNMENT**

No party shall be entitled to assign, transfer or create any trust in respect of the benefit or burden of any provisions of the deed (or any of the documents referred to therein) without the prior written consent of the other parties.

## **12 GOVERNING LAW AND JURISDICTION**

- 12.1 This deed and any dispute or claim (including non-contractual disputes and 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.

12.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes and claims) that arises out of or in connection with this deed or its subject matter or formation.

### 13 COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed shall constitute an original of this Deed, but all the counterparts together constitute the same Deed. No counterpart shall be effective until each party has duly executed at least one counterpart.

### 14 SEVERABILITY

Each provision of this Deed is severable and distinct from the others and the invalidity, illegality or unenforceability of any one or more of the provisions of this Deed shall not affect the continuation in force of the remaining provisions of this Deed.

### 15 VARIATION

15.1 No variation of this deed shall be effective unless made in writing and signed:

15.1.1 on behalf of SPAngel by any person occupying the post of director of SPAngel at the date of such variation;

15.1.2 on behalf of Shard by any person occupying the post of director of Shard at the date of such variation;

15.1.3 on behalf of the ARC by any person occupying the post of director of the ARC at the date of such variation;

15.1.4 on behalf of the Company by any person occupying the post of director of the Company at the date of such variation; and

15.1.5 by the Shareholder or its duly appointed nominee.

15.2 No waiver of any term, provision or condition of this deed shall be effective except to the extent made in writing and signed by the waiving party.

15.3 The Shareholder further understands and agrees that any delay or failure by any Placing Agent or the Company in exercising any rights, powers or privileges arising under this deed or by implication of law will not act as a waiver of such rights, powers or privileges, nor will any single or partial exercise of any such rights, powers or privileges preclude any further exercise of any of them.

**EXECUTED** as a deed and delivered by the Shareholder, SPAngel, ARC, Shard and the Company on the date set out at the beginning of this deed.

**SCHEDULE 1**

**THE SHAREHOLDER**

Talaxis Limited Address: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, G1110, British Virgin Islands	Number of Shares immediately prior to Admission: [15,285,715]
	Number of Shares immediately following Admission: [insert]

**SIGNATURE PAGE**

**EXECUTED** as a **DEED** by

**SP Angel Corporate Finance LLP**

acting by \_\_\_\_\_, a director, in the

.....  
Director

presence of:

WITNESS:

Signature: .....

Name: .....

Address: .....

.....  
.....  
.....

Occupation: .....

(PLEASE COMPLETE IN CAPITALS)

**EXECUTED** as a **DEED** by

**ALTERNATIVE RESOURCE CAPITAL LLP, a  
trading name of SHARD CAPITAL PARTNERS LLP**

acting by \_\_\_\_\_, a director, in the  
presence of:

.....  
Director

WITNESS:

Signature: .....

Name: .....

Address: .....

.....  
.....  
.....

Occupation: .....

(PLEASE COMPLETE IN CAPITALS)

**EXECUTED** as a **DEED** by

**SHARD CAPITAL PARTNERS LLP**

acting by \_\_\_\_\_, a director, in the presence of:

.....  
Director

WITNESS:

Signature: .....

Name: .....

Address: .....

.....

.....

.....

Occupation: .....

(PLEASE COMPLETE IN CAPITALS)

**SIGNED** as a **DEED** by **TALAXIS LIMITED**, a company incorporated in the British Virgin Islands and acting by \_\_\_\_\_ and \_\_\_\_\_ being persons who, in accordance with the laws of that territory, are acting under the authority of the company

.....  
(Signature)

in the presence of:

WITNESS:

Signature: .....

Name: .....

Address: .....

.....

.....

.....

Occupation: .....

(PLEASE COMPLETE IN CAPITALS)

**EXECUTED** as a **DEED** by **MKANGO RESOURCES LTD.**, a company governed by the laws of British Columbia, Canada and acting by \_\_\_\_\_ and \_\_\_\_\_ being persons who, in accordance with the laws of that territory, are acting under the authority of the company.

.....  
(Authorised Signatory)

.....  
(Authorised Signatory)

B-1

**Schedule B**

Form of Resignation Letter and Acknowledgement  
[Redacted - Commercially Sensitive]