VOTING TRUST AGREEMENT

THIS AGREEMENT is made this 19 day of July, 2012

AMONG:

Alan Clegg, an individual residing in Istanbul, Turkey

("**Alan**")

– and –

Douglas Taylor, an individual residing in Capetown, South Africa

("**Taylor**")

– and –

Berna Ongun, an individual residing in Istanbul, Turkey

("**Berna**")

– and –

SAT Enerji İş Geliştirme Mad. Yat. Müh. İnş A.S.,

("**SAT Enerji**")

– and –

Afrasia Mining & Energy Investment Holding Ltd. (CI)
("**Afrasia**")

– and –

JC JAMECATER Trust
("**JC**")

– and –

Cem Elmastas, an individual residing in Geneva, Switzerland and acting on behalf of Link Investments and Consulting, LLP

("**Link**")

WHEREAS pursuant to the rescue proposal dated June 25th, 2012 the parties to this Agreement have agreed to enter into a voting trust (the "**Trust**");

AND WHEREAS Alan, Taylor, Berna, SAT Enerji, Afrasia and JC (collectively, the "**Depositors**" and each a "**Depositor**") have agreed to deposit all existing shares in the capital of Red Crescent Resources Limited (the "**Corporation**"), as set out in Schedule "A", and shares that are acquired in the future, either directly or indirectly owned, (collectively, the "**Voting Shares**") into the Trust;

AND WHEREAS Cem Elmastas (the "**Voting Trustee**"), acting as representative for Link, will act as the voting trustee;

AND WHEREAS the parties intend that the Trust will ensure that all of the Trust Shares held by the Voting Trustee will be voted in the manner set forth in this voting trust agreement (the "**Agreement**");

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties hereto agree as follows:

1. The Voting Trustee is hereby appointed for the purposes set forth in and with the powers granted by this Agreement. The Voting Trustee accepts such appointment and agree to act as the trustee hereunder. It is expressly understood that the Voting Trustee is and intends to continue to be a director, senior officer or employee of the Corporation. Until the termination of this Agreement in the manner hereinafter specifically provided, the powers of the Voting Trustee to act hereunder shall be irrevocable.

2. During the term of this Agreement the Voting Trustee shall be exclusively possessed and entitled to exercise, jointly in person or by proxy, all the voting rights pertaining to the Voting Shares and all rights in connection with the initiation, taking part in and consenting to any action as a shareholder of the Corporation and the Depositors shall from time to time at all times do whatever may be requested by the Voting Trustee to enable or facilitate the exercise of any and all such rights by or on behalf of the Voting Trustee, including, without limitation, the execution and delivery to the Voting Trustee of such forms of proxy and/or other documents which may be required, from time to time, to enable the Voting Trustee to vote such shares; provided that in the event the Depositors fail to so execute and deliver any such forms of proxy and/or other documents, then the Voting Trustee be and is hereby irrevocably nominated, constituted and appointed the attorney of the Depositors to execute and deliver on account of each Depositor such forms of proxy and/or other documents which may be required, from time to time, to enable the Voting Trustee to vote such shares. The Voting Trustee shall decide on the manner in which the Voting Shares are to be voted. To that end each Depositor must deliver an irrevocable proxy, in the form attached hereto as Schedule "B".

3. The parties hereby agree that the provisions of this Agreement shall apply mutatis mutandis to certificates for or in respect of any shares or securities into which the Voting Shares held by the Depositor may be converted, changed, reclassified, redivided, redesignated, subdivided or consolidated, to any shares or securities which are received by the Depositor as the registered holder as a stock dividend or distribution payable in shares or securities of the Corporation which entitles the holder thereof to vote at any meeting of the shareholders of the Corporation, and to any shares or securities of the Corporation or any successor or continuing company or corporation to the Corporation which may be received by the Depositor as registered holders of the Voting

Shares of the Corporation on a reorganization, amalgamation, consolidation or merger, statutory or otherwise.

4. The Voting Trustee shall be entitled to obtain the advice of legal counsel in connection with or in the execution of this voting trust and may employ counsel who, in the discretion of the Voting Trustee, may be counsel for the Corporation or for any shareholder or for the Voting Trustee individually; and the Voting Trustee may act in relation to this Agreement upon the opinion or advice of any such legal counsel, whether retained or selected by them, by the Corporation or otherwise. The Voting Trustee shall not be responsible for any loss resulting from any action or non-action in accordance with any such opinion or advice. The Voting Trustee shall not be personally liable or responsible for the payment of the fees of any such legal counsel or for other costs or expenses in case of any litigation arising hereunder or in connection with this Agreement.

5. The Voting Trustee is expressly authorized to incur and pay such reasonable costs, expenses, and other charges of every kind and nature whatsoever upon the Voting Shares, including without limiting the generality of the foregoing, costs, expenses and other charges incurred in connection with this Agreement, and in administering the voting trust created hereby and in enforcing or defending the validity of this Agreement or any part hereof, as the Voting Trustee deem necessary and proper. All of such costs, expenses and other charges shall be borne and paid by the Corporation upon demand of the Voting Trustee and the Corporation hereby agrees upon demand therefore by the Voting Trustee to pay to the Voting Trustee all of such costs, expenses and other charges.

6. The Voting Trustee may serve as a director, officer and employee of the Corporation. In the case of an election of directors, the Voting Trustee may cast its own votes but is precluded from casting the votes of the Voting Shares.

7. Except for reimbursement of expenses as set forth above, the Voting Trustee shall not be entitled to any compensation for their services as Voting Trustee hereunder.

8. The Voting Trustee may resign and be discharged from all further duties hereunder at any time by written notice sent to the Depositors and to the Corporation at least thirty (30) days prior to the date on which such resignation is intended to become effective, which date shall be specified in such notice, unless the Corporation's prior written consent is obtained and such resignation is accepted by the Depositors as of an earlier date. The death, legal incapacity of the Voting Trustee or a Voting Trustee's resignation or removal as a director or an officer of the Corporation shall be deemed to constitute the resignation and discharge of such Voting Trustee from all further duties and obligations hereunder. Upon death or actual or deemed resignation of the Voting Trustee, Link will be entitled to appoint a successor to act as Voting Trustee who shall forthwith be appointed by resolution of the board of directors of the Corporation. Upon such appointment and the execution by the newly appointed Voting Trustee of a counterpart of this Agreement, the newly appointed Voting Trustee shall be vested with the same powers, rights, indemnities, duties and responsibilities as if originally named as a Voting Trustee hereunder.

9. The Voting Trustee shall not be liable for any error of judgment nor for any act of commission or omission, nor for any mistake of law or fact, nor for anything which the Voting Trustee may do or refrain from doing in good faith, acting reasonably, nor generally shall the Voting Trustee have any accountability hereunder, except for the Voting Trustee's own fraud, wilful misconduct or gross negligence. Each of the other parties hereto hereby releases the Voting Trustee from any and all actions, causes of action, claims, demands, damages, losses, costs, liabilities, penalties and expenses whatsoever, whether arising, directly or indirectly, by way of statute, contract, tort or

otherwise in connection herewith for anything whatsoever other than as a result of a Voting Trustee's fraud, gross negligence or wilful misconduct or acts independently defined as un-reasonable. Each of the other parties hereto jointly and severally agrees to indemnify, hold harmless and defend the Voting Trustee, from and against any and all actions, causes of action, claims, demands, damages (which damages include consequential damages), losses, costs, liabilities, penalties and expenses, of any nature or kind including all legal or adviser fees and other disbursements, which may be made or brought against them or which may suffer or incur as a result of or in respect of or arising out of their appointment as Voting Trustee hereunder, except such as shall result solely and directly from the Voting Trustee's own fraud, wilful misconduct or gross negligence or acts independently defined as un-reasonable.

10. In any given calendar year, each Depositor may sell, at their sole discretion, up to 15% of their respective Voting Shares, owned at the end of each calendar year, subject to a right of first refusal in favour of Link. If any one or more Depositors want to sell its Voting Shares the selling Depositor must first offer its Voting Shares to Link (the **"Offer"**). The Offer must be for all but no less than all of the Shares being sold by the Depositor (the **"Sale Shares"**) and the entire consideration for such Shares must be payable in cash on the Closing Date (as defined herein). The Offer must be made by notice in writing and specify the consideration per Sale Share. The Offer is not revocable except with the consent of Link.

11. Link may accept the Offer of the Sale Shares by delivering an irrevocable and unconditional acceptance notice to the selling Depositor (the **"Offer Acceptance Notice"**) within 5 business days from the date the Offer is delivered (the **"Offer Period"**). If Link does not accept the Offer the selling Depositor is free to sell the Sale Shares at their sole discretion, or not, as the case may be.

12. If Link fails to deliver an Offer Acceptance Notice within the Offer Period, then any right Link has to acquire any of the Sale Shares is irrevocably lost.

13. The completion of any transaction of purchase and sale of the Sale Shares will take place on the Closing Date. **"Closing Date"** means (i) the date which is 10 days after the expiry of the Offer Period, (ii) unless all filings, notices and Authorizations necessary to complete the Sale Transaction have not been made, given or obtained by that date in which case the closing date will be extended for up to 15 days in order to make, give or obtain the filings, notices and Authorizations, or (iii) such earlier or later date as the parties to the Sale Transaction agree in writing.

14. This Agreement shall take effect on the date hereof and shall remain in full force and effect until the earlier of or:

    (a) 5 years from the date hereof;

    (b) this Agreement is terminated by written agreement of the parties hereto; or

    (c) there is any Change of Control in Link (for purposes of the Agreement Change of Control means, in relation to Link or any successor or resulting company or other entity, circumstances under which control of Link or any successor or resulting company or other entity is changed from one person or group of persons to another person or group of persons, other than to a person or persons not dealing at arm's length with the person(s) exercising control of Link immediately prior to such circumstances occurring; or

(d) Link is sold to any third party or the principles of Link change for any reason whatsoever; or

(e) if for any reason Link's position in the Corporation is reduced to a level below that of outright control in its own right without the effect of the voting trust; or

(f) the dissolution or bankruptcy of the Corporation or the making by the Corporation of an assignment in bankruptcy; or

(g) if a duly qualified arbitrator finds that the Voting Trustee acted un-reasonably and irresponsibly against the interests of a Depositor or Depositors that registered such dispute.

15. To the fullest extent permitted by applicable Laws, if any dispute or other matter should arise concerning the interpretation, performance or breach of this Agreement or any action taken by a party hereto pursuant to this Agreement (such dispute or other matter being referred to in this Article 15 as the "**Dispute**"), such Dispute shall be determined by arbitration conducted in the City of Toronto, Ontario in accordance with the Arbitration Act, 1991, S.O. 1991, c.17 and the party seeking arbitration of a dispute shall send a written notice requesting such arbitration (the "**Arbitration Notice**") to the other party to the Dispute therein specified.

16. The party hereto seeking arbitration of a Dispute shall appoint a single duly qualified arbitrator and shall advise the other party to such Dispute by written notice (an "**Appointment Notice**") of the identity of the arbitrator so appointed and if within 10 Business Days following their receipt of such Appointment Notice:

(a) such other party does not appoint a single duly qualified arbitrator and give written notice advising of such appointment to the giver of the Appointment Notice, the arbitrator named in such Appointment Notice shall be the sole arbitrator; or

(b) such other party does appoint a single duly qualified arbitrator and give written notice advising of such appointment to the giver of the Appointment Notice, the two so appointed shall appoint a third within 10 Business Days following the date of the appointment of the second of the two arbitrators so appointed; provided that, if they cannot agree upon a third, that third arbitrator shall be appointed by a judge of a court of competent jurisdiction located in the City of Toronto, Ontario;

provided that, nothing herein shall be construed as precluding the parties hereto from at any time agreeing in writing to use a single arbitrator. Each arbitrator appointed or agreed to as aforesaid must be an individual admitted to practice as a barrister and solicitor in the Province of Ontario in good standing with the Law Society of Upper Canada and an individual who is independent to each of the parties to this Agreement with experience in arbitrating matters the same as, or similar to, the Dispute in question; and the arbitrator(s) so agreed to or appointed in accordance with this Agreement is hereinafter referred to as the "Arbitrator".

The Arbitrator shall conduct the arbitration of the Dispute before such Arbitrator in accordance with the Arbitration Act, 1991, S.O. 1991, c.17 as in effect on the date that such arbitration was commenced and, forthwith following the conclusion of such arbitration, the Arbitrator shall set forth his decision in writing (which decision shall enumerate in reasonable detail the basis therefor) and a copy of such decision shall be provided to each party to such arbitration (and, if the Arbitrator consists of three individuals, the concurring decision of any two of such three individuals shall be deemed to be the decision of such Arbitrator). If a party fails to appear at any duly noticed and initiated arbitration proceeding, an award may be entered against such party by the Arbitrator notwithstanding such party's failure to appear.

17. To the fullest extent permitted by applicable Laws:

(a) any controversy concerning whether a Dispute is an arbitrable matter or as to the interpretation or enforceability of this Agreement shall be determined by the Arbitrator; and

(b) any decision or award rendered by the Arbitrator shall be final, conclusive and binding (clerical errors and omissions and fraud only excepted) and judgment may be entered on any final, unappealable arbitration award by any provincial or federal court of competent jurisdiction.

18. All arbitration proceedings, and their occurrence, shall be kept confidential by all of the parties hereto and may only be disclosed to their personal representatives and legal and other professional advisors or as required by applicable laws and insofar as is necessary to confirm, correct, vacate or enforce the award. In the event of a breach of the preceding sentence, the Arbitrator is authorized to assess damages and each of the parties hereto consent to the expansion of the scope of arbitration for such purpose. The pendency of any arbitration under this Agreement shall not relieve any party hereto from the performance of its obligations under this Agreement and nothing in this Agreement shall preclude a party hereto from instituting legal action seeking relief in the nature of a restraining order, an injunction, an audit, the enforcement of any encumbrances or the like in order to protect his rights pending the outcome of an arbitration hereunder and, if any party hereto shall resort to legal action for such types of relief, such party shall not be deemed to have waived its rights to cause such matter or any other matter to be referred to arbitration pursuant to this Agreement. The Arbitrator shall have authority to grant injunctive relief, award specific performance and impose sanctions upon any party to any such arbitration; provided that, no party to the arbitration may seek, and the Arbitrator shall not award, consequential, punitive or exemplary damages. All fees and costs of any such arbitration shall be allocated among the parties thereto in such manner as the Arbitrator shall determine, acting reasonably and having regard to the relative successes of each of the parties to such arbitration.

19. Each party hereto shall maintain in confidence all matters referred to in this Agreement and shall not make any public disclosure, except to the extent required by law, of the terms of this Agreement without the consent of the other, which consent shall not be unreasonably withheld. Each party hereto agrees to act co-operatively and expeditiously to assist any other party in preparing, settling and approving the wording of any such required public disclosure.

20. Each of the parties hereto hereby acknowledge and agree that damages would be inadequate to compensate for the breach of any of the obligations contained in this Agreement and that each party would be seriously and irreparably harmed in the event that any of the provisions of this Agreement are not performed in accordance with their specific terms and conditions. Accordingly, without prejudice to any additional or alternative remedies which either party may have, each party may, in cases that permit, obtain specific performance of any obligation in favour of such party and may obtain an interlocutory, interim, or permanent injunction to prevent a breach of this Agreement or to specifically enforce this Agreement and the terms and provisions hereof.

21. Each party hereto hereby covenants and agrees that upon the written request of any other party hereto it will do all such acts and execute all such further documents, and will cause the doing of all such acts and will cause the execution of all such further documents as are within its power to cause the doing or execution of, as the other party hereto may from time to time reasonably request be done and/or executed in order to better evidence and/or perfect any of the provisions hereof or any of the rights, duties and obligations intended to be created hereby and/or in order to effectuate any provision hereof or of any such further document.

22. The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

23. This Agreement and the terms hereof shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof.

24. If any article, section or portion of any section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid article, section or portion thereof shall be deemed to be severed from the remainder of this Agreement.

25. As used herein, the words "herein", "hereof", "this Agreement" and similar expressions refer to this Agreement as a whole and not to any particular portion hereof unless the context otherwise clearly requires; and the neuter gender includes the masculine and feminine genders, and vice versa, and the singular includes the plural, and vice versa, where the context reasonably permits.

26. The provisions hereof shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. None of the parties hereto may assign or transfer all or any part of its respective rights or obligations under this Agreement without the prior written consent of the parties hereto.

27. This Agreement may be executed in one or more counterparts and delivered by facsimile transmission, each of which counterparts when so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

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

LINK INVESTMENT AND CONSULTING, LLP

Per: ______________________________
Cem Elmastas

I have authority to bind the Corporation

SAT ENERJI ĹŞ GELIŞTIRME MAD. YAT. MŰH. ĹNŞ A.S.

Per: ______________________________
Alan Clegg

I have authority to bind the Corporation

AFRASIA MINING & ENERGY INVESTMENT HOLDING LTD. (CI)

Per: ______________________________
Alan Clegg

I have authority to bind the Corporation

JC JAMECATER TRUST

Per: ______________________________
Douglas Taylor

I have authority to bind JC

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LINK INVESTMENT AND CONSULTING, LLP

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Per: ✓ ______________________________
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Per: ✓ ______________________________
Alan Clegg

I have authority to bind the Corporation

JC JAMECATER TRUST

Per: ______________________________
Douglas Taylor

I have authority to bind JC

Witness

Witness

✓

Witness

Alan Clegg

Berna Ongun

✓

Douglas Taylor

Witness	**Alan Clegg**
Witness	**Berna Ongun**
Witness	**Douglas Taylor**

SCHEDULE "A"

Depositor	**Number of Voting Shares**
SAT Enerji İş Geliştirme Mad. Yat. Müh. İnş A.S.	9,260,203
Afrasia Mining & Energy Investment Holding Ltd. (CI)	20,909,097
JC JAMECATER Trust	14,122,034
Berna Ongun	653,846
Total	44,945,180

SCHEDULE "B"

IRREVOCABLE PROXY

All terms not otherwise defined herein shall have the meaning ascribed to them in the Voting Trust Agreement dated July , 2012 (the "**Voting Trust Agreement**").

This proxy is given to the Voting Trustee in connection with the Voting Trust Agreement in respect of all of the Voting Shares of the Corporation owned at any time and from time to time. The undersigned Depositor hereby irrevocably appoints the Voting Trustee as proxy, with full power of substitution to vote, as the Voting Trustee may from time to time decide, in connection to any matters relating to the Corporation. The Voting Trustee shall stand in the name of the undersigned and otherwise act for the undersigned, in the same manner, to the same extent and with the same power as if the undersigned were voting.

Dated this ____ day of _____________, 201__.

____

Name of Depositor (please print)

____

Signature of Depositor or Authorized Officer or Attorney thereof

____

Name of Signatory, if different from name of Depositor above (please print)