

Resignation and Appointment of New Director

This Agreement is made and entered into on September 11, 2024, by and between Titan Shield Inc. (the "Company"), Mr. Randy Hoffner ("Resigning Director"), and Mr. Behzad Pilehver ("New Director").

WHEREAS:

1. Mr. Randy Hoffner has served as a Director of Titan Shield Inc.
2. Mr. Randy Hoffner has expressed his desire to resign from his position as Director, effective September 11, 2024.
3. The Company desires to accept the resignation of Mr. Randy Hoffner and appoint Mr. Behzad Pilehver as the new Director of the Company.
4. The Company's Board of Directors has resolved to approve this resignation and appointment, in accordance with the Company's By-Laws and applicable laws.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Resignation of Randy Hoffner

- Mr. Randy Hoffner hereby resigns from his position as Director of Titan Shield Inc., effective September 11, 2024.
- The Company accepts the resignation of Mr. Randy Hoffner, and Mr. Hoffner acknowledges that he has no outstanding claims against the Company arising from his tenure as Director.

2. Appointment of Behzad Pilehver

- The Company hereby appoints Mr. Behzad Pilehver as a Director of Titan Shield Inc., effective September 11, 2024.
- Mr. Pilehver accepts the appointment and agrees to fulfill the duties and responsibilities of the Director position in accordance with the Company's By-Laws and applicable laws.

3. Acknowledgments

- The Resigning Director acknowledges that his resignation is voluntary and that he has had the opportunity to seek independent legal advice regarding this Agreement.
- The New Director acknowledges his understanding of the responsibilities associated with the role and commits to adhering to the Company's policies and standards.

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INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is entered into as of September 11, 2024, by and between TGP Canada Management Inc. (the "Indemnifying Party") and the following individuals (collectively referred to as the "Indemnified Parties"):

- Mr. Randy Hoffner
- Mr. Timothy Shields
- Mr. Hiroyuki Kawashima
- Mrs. Pauline Hoffner

RECITALS

WHEREAS:

1. Mr. Randy Hoffner has resigned from his position as a Director of Titan Shield Inc., effective September 11, 2024.
2. Mr. Behzad Pilehver has been appointed as the new Director of Titan Shield Inc., effective September 11, 2024.
3. The Indemnifying Party wishes to indemnify and hold harmless the Indemnified Parties against any claims, legal actions, or lawsuits that may arise related to the resignation of Mr. Randy Hoffner and the appointment of Mr. Behzad Pilehver.

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

1. Indemnification

1.1. The Indemnifying Party agrees to indemnify, defend, and hold harmless Mr. Randy Hoffner, Mr. Timothy Shield, Mr. Hiroyuki Kawashima, and Mrs. Pauline Hoffner (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, lawsuits, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of, related to, or in connection with:

- The resignation of Mr. Randy Hoffner as a Director of Titan Shield Inc.
- The appointment of Mr. Behzad Pilehver as the new Director of Titan Shield Inc.

1.2. This indemnification shall include, but is not limited to, claims made by third parties arising out of or related to any acts or omissions of the Indemnified Parties in relation to the aforementioned resignation and appointment.

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2. Limitation of Liability

2.1. The Indemnifying Party shall not be liable for any claim, demand, action, or lawsuit that arises solely from the willful misconduct or gross negligence of the Indemnified Parties.

3. Defense of Claims

3.1. In the event any legal action, claim, or lawsuit is brought against the Indemnified Parties, the Indemnifying Party shall, upon written notice from the Indemnified Parties, assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Parties and the payment of all expenses.

3.2. The Indemnified Parties shall have the right to participate in such defense at their own expense.

4. Cooperation

4.1. The Indemnified Parties agree to cooperate fully with the Indemnifying Party in the defense of any claim, demand, action, or lawsuit covered by this Agreement.

5. Governing Law

5.1. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction of the Province of Ontario – Canada which TGP Canada Management Inc. is incorporated, without regard to its conflict of law principles.

6. Entire Agreement

6.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior agreements, negotiations, representations, and understandings.

7. Amendment and Waiver

7.1. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by all parties.

8. Counterparts

8.1. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

TGP Canada Management Inc.

DocuSigned by:
By: *Ben Pilehver* 9/12/2024
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Name: Ben Pilehver
Title: president

Randy Hoffner

DocuSigned by:
Randy Hoffner 9/11/2024
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Signature

Timothy Shields

Signed by:
Timothy Shield 9/12/2024
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Signature

Hiroyuki Kawashima

Signed by:
Timothy Shield 9/12/2024
B4784750FB89441...

Signature Timothy Shields

Pauline Hoffner

Signed by:
Pauline Hoffner 9/12/2024
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Signature

Corporate Transfer and Settlement Agreement

This Agreement ("Agreement") is made and entered into as of September 11, 2024, by and between:

- **TGP Canada Management Inc.**, a company incorporated under the laws of Canada (the "Indemnifying Party"); and
- **Trans Global Partners H.K.**, a company incorporated under the laws of Hong Kong (the "Receiving Party").

WHEREAS:

1. Mr. Randy Hoffner has resigned as a Director of Titan Shield Inc., and Mr. Behzad Pilehver has been appointed as the new Director of Titan Shield Inc.
2. The Indemnifying Party wishes to indemnify the former owners and Directors of Titan Shield Inc., namely Mr. Randy Hoffner, Mr. Timothy Shields, Mr. Hiroyuki Kawashima, and Mrs. Pauline Hoffner, against any claims, legal actions, or lawsuits that may arise related to the resignation of Mr. Randy Hoffner and the appointment of Mr. Behzad Pilehver.
3. The attached agreement between the Parties outlines specific payment terms and conditions.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Payment Terms

1.1 Payable Amount: The total payable amount under this Agreement is CDN 10,000,000.00, allocated as follows:

- **CDN 7,000,000.00** payable within 5 banking days after the lawful transfer of all shares of Titan Shield Inc. and its subsidiaries, including Trillium Shield Inc., to TGP Canada Management Inc. This includes the Stock Power transfer and confirmation of transfer for each subsidiary, as per "**appendix A**" here attached to this agreement"
- **CDN 3,000,000.00** to be paid in six equal monthly installments, commencing immediately after the initial CDN 7,000,000.00 payment.

1.2 Conditions for Payment: The payment of the above amounts is further conditioned upon the successful delivery of all corporate minute books of all companies listed in the corporate structure attached to this Agreement. Delivery of these minute books must include all necessary records, resolutions, and documents required to verify the lawful transfer of shares and control of the companies.

2. Waiver of Previous Payments and Indemnification

2.1 Waiver of Payments to Simpson Wigle LLP: TGP Canada Management Inc. hereby waives any prior payments made or owed to Simpson Wigle LLP as per previous agreements, and no further payments shall be required under this Agreement related to legal services by Simpson Wigle LLP.

3. Conditions Precedent

3.1 The payment obligations stated in Section 1 are conditional upon the following:

- Lawful transfer of shares of Titan Shield Inc. and all its subsidiaries to TGP Canada Management Inc.
- Execution and completion of the Stock Power transfer documents for each subsidiary.
- Delivery of all corporate minute books as outlined in Section 1.2.

4. Entitlement of Former Owners and Directors

4.1 Upon the successful transfer of shares and delivery of all required corporate documents, the former owners and Directors of Titan Shield Inc. listed below shall be entitled to the payment of CDN10,000,000.00 in total and in accordance with the terms outlined in this Agreement:

- Mr. Randy Hoffner
- Mr. Timothy Shields
- Mr. Hiroyuki Kawashima
- Mrs. Pauline Hoffner

5. Governing Law

5.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

6. Entire Agreement

6.1 This Agreement constitutes the entire understanding of the Parties concerning the subject matter herein and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

7. Amendment and Waiver

7.1 No amendment, modification, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by both Parties.

8. Execution and Counterparts

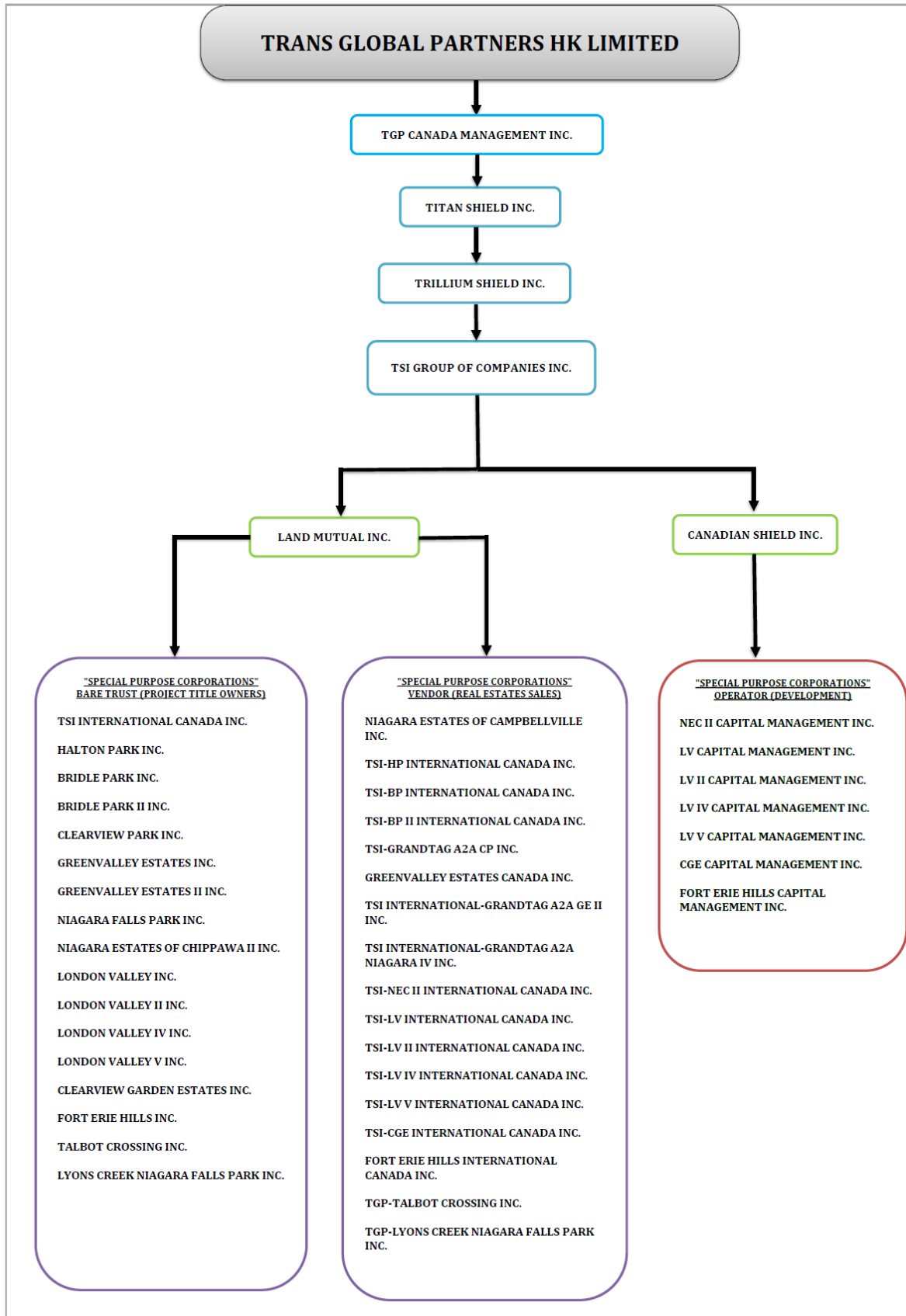
8.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

DocuSigned by:
Ben Pilehver 9/12/2024
90745ED92A924C4
TGP Canada Management Inc.
By: _____
Name:
Title: president

Signed by:
Timothy Shield 9/12/2024
B4784750FB89441...
Trans Global Partners H.K.
By: _____
Name: Timothy Shield
Title: Director
shields@trans-globalpart.com

APPENDIX "A" TSI/TGP CORPORATE STRUCTURE (CANADA)



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