

## SHARE TRUST TERMINATION AGREEMENT

THIS AGREEMENT made effective as of the 31<sup>st</sup> day of December, 2004.

BETWEEN:

**COMPUTERSHARE TRUST COMPANY OF CANADA**, as successor to **MONTREAL TRUST COMPANY**, a trust company incorporated under the laws of Canada with offices in the City of Calgary, in the Province of Alberta (hereinafter the "Share Trustee")

OF THE FIRST PART

AND:

**FREEHOLD RESOURCES LTD.**, a corporation having an office in the City of Calgary, in the Province of Alberta (hereinafter referred to as the "Corporation")

OF THE SECOND PART

WHEREAS the Share Trustee, the Corporation and Burnet, Duckworth & Palmer, as settlor entered into an agreement dated September 30, 1996 (the "Share Trust Agreement") pursuant to which certain matters relating to the rights and obligations in respect of ownership of common shares of the Corporation (the "Shares") and certain other matters were set forth;

AND WHEREAS the Corporation and the Share Trustee wish to terminate the Share Trust Agreement in its entirety and declare such Share Trust Agreement null and void as a result of all of the Shares being transferred from the Share Trustee to Freehold Royalty Trust (the "Trust");

AND WHEREAS the independent directors of the Corporation and the directors of Rife Resources Management Ltd. have approved the termination of the Share Trust Agreement and the transfer of the Shares to the Trust;

AND WHEREAS the unitholders of the Trust have approved the entrance into of this agreement to terminate the Share Trust Agreement by virtue of a special resolution of unitholders passed effective May 4, 1999 in connection with the conversion of the Trust to an "open-end" trust which authorized the trustee of the Trust, Computershare Trust Company of Canada and the Board of Directors of the Corporation to effect all such further and consequential amendments to all relevant agreements and to cause all such further agreements to be entered into and such further documents to be executed or amended as they may consider necessary or desirable to give effect to and fully carry out the intention of the conversion of the Trust to an "open-end" trust;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements herein contained, and in consideration of the payment of \$1.00 by each party hereto to each other party hereto, the receipt and sufficiency of all such consideration is hereby acknowledged, the parties hereto agree as follows:

1. The Corporation and the Share Trustee hereby terminate the Share Trust Agreement in its entirety and declare such Share Trust Agreement null and void and of no further force or effect.

2. This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
3. This Agreement shall enure to the benefit of and be binding upon the parties hereto in respect of heirs, executors, administrators, successors and permitted assigns.
4. This Agreement constitutes the entire agreement between the parties hereto.
5. Each of the parties hereto shall from time to time execute and deliver all such further documents and agreements that may be necessary to give effect to the terms and conditions of this Agreement.
6. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.
7. The delivery of this Agreement may be effected by facsimile transmission by a party, at which time the same shall become effective against that party, and the parties hereby covenant and agree to hereafter provide original counterpart execution pages of this Agreement, provided however, that any such failure to so provide such original copies shall not affect the validity or enforceability of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the day and year first above written.

**COMPUTERSHARE TRUST COMPANY OF  
CANADA, as successor to MONTREAL TRUST  
COMPANY**

Per: "Laura Leong"

Per: "Dan Sander"

**FREEHOLD RESOURCES LTD.**

Per: "David J. Sandmeyer"