UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 14, 2012

ALLIED TECHNOLOGIES GROUP, INC.

(Exact name of registrant as specified in its charter)

Nevada	**333-178472**	**99-0369568**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

100 King Street West, Suite 5600 Toronto, Ontario	**M5X 1C9**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(705) 479-1046**

28A Horbow-Kolonia, Zalesie, Poland 21-512
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a -12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d -2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e -4(c))

CAUTIONARY NOTE REGARDING FORWARD LOOKING STATEMENTS

This Current Report on Form 8-K (this "Report") contains forward-looking statements. The forward-looking statements are contained principally in the sections entitled "Description of Business," "Risk Factors," and "Management's Discussion and Analysis of Financial Condition and Results of Operations." These statements involve known and unknown risks, uncertainties and other factors which may cause our actual results, performance or achievements to be materially different from any future results, performances or achievements expressed or implied by the forward-looking statements. In some cases, you can identify forward-looking statements by terms such as "anticipates," "believes," "seeks," "could," "estimates," "expects," "intends," "may," "plans," "potential," "predicts," "projects," "should," "would" and similar expressions intended to identify forward-looking statements. Forward-looking statements reflect our current views with respect to future events and are based on assumptions and subject to risks and uncertainties. These risks and uncertainties include, but are not limited to, the factors described in the section captioned "Risk Factors" below. Given these uncertainties, you should not place undue reliance on these forward-looking statements. Such statements may include, but are not limited to, information related to: anticipated operating results; relationships with our merchants and subscribers; consumer demand; financial resources and condition; changes in revenues; changes in profitability; changes in accounting treatment; cost of sales; selling, general and administrative expenses; interest expense; the ability to produce the liquidity or enter into agreements to acquire the capital necessary to continue our operations and take advantage of opportunities; legal proceedings and claims.

Also, forward-looking statements represent our estimates and assumptions only as of the date of this Report. You should read this Report and the documents that we reference and file or furnish as exhibits to this Report completely and with the understanding that our actual future results may be materially different from what we expect. Except as required by law, we assume no obligation to update any forward-looking statements publicly, or to update the reasons actual results could differ materially from those anticipated in any forward-looking statements, even if new information becomes available in the future.

USE OF CERTAIN DEFINED TERMS

Except as otherwise indicated by the context, references in this report to "we," "us," "our," "our Company," or "the Company" are to the combined business of Allied Technologies Group, Inc. and its consolidated subsidiaries.

In addition, unless the context otherwise requires and for the purposes of this Report only:

- "Closing Date" means December 14, 2012;
- "Exchange Act" refers to the Securities Exchange Act of 1934, as amended;
- "Trio" refers to TrioResources AG Inc., an Ontario corporation;
- "Allied" refers to Allied Technologies Group, Inc., a Nevada corporation;
- "SEC" or the "Commission" refers to the Securities and Exchange Commission; and
- "Securities Act" refers to the Securities Act of 1933, as amended.

INTRODUCTION

On December 14, 2012, Allied entered into a transaction (the "Share Exchange"), pursuant to which Allied acquired 100% of the issued and outstanding equity securities of Trio, in exchange for the issuance of 2,130,000 shares of common stock, par value $0.001 per share, of Allied (the "Common Stock"), to be issued to the shareholders of Trio (the "Trio Shareholders"). Under the terms of the Share Exchange, Ihar Yaravenka, the former sole director, officer, and principal shareholder of Allied (the "Principal Shareholder"), cancelled all 1,500,000 shares of Common Stock that he owned, which constituted 57.9% of the issued and outstanding shares of Common Stock prior to the Share Exchange.

As a result of the Share Exchange, Trio became the wholly owned subsidiary of Allied and the Trio Shareholders became the controlling shareholders of Allied, owning an aggregate of 66.15% of the issued and outstanding shares of Common Stock. In connection with the Share Exchange, the Principal Shareholder submitted a resignation letter resigning from his positions as the sole director and officer of Allied, effective upon the closing of the Share Exchange, and the directors of Trio were appointed to the Board of Directors of Allied, and the officers of Trio were appointed as the officers of Allied.

Allied has filed a Certificate of Amendment of its Articles of Incorporation (the "Charter Amendment") with the Secretary of State of Nevada to (1) change its name from Allied Technologies Group, Inc. to Trio Resources, Inc. (the "Name Change") and (2) increase its total authorized shares of Common Stock, from 75,000,000 shares to 400,000,000 shares (the "Authorized Share Increase"). Additionally, as a condition to close the Share Exchange, our Board of Directors approved and authorized us to take the necessary steps to effect a forward stock split of the issued and outstanding shares of Common Stock, such that each lot of one (1) issued and outstanding share of Common Stock shall be automatically changed and converted into one hundred (100) shares of Common Stock, payable to all holders of record of the Common Stock as of December 27, 2012 (the "Forward Stock Split").

The Share Exchange was accounted for as a reverse takeover/recapitalization effected by a share exchange, wherein Trio is considered the acquirer for accounting and financial reporting purposes. For more information about the acquisition of Trio, see "Item 1.01—Share Exchange" and "Item 2.01—Description of Business—Our Corporate History and Background" of this Report.

As a result of the Share Exchange, Allied is now a holding company operating through Trio, a Canadian junior mining exploration, milling, and refining company.

Pursuant to the Share Exchange, Allied is considered to be a "shell company" (as such term is defined in Rule 12b-2 under the Exchange Act). To the extent that we are deemed to be a shell company, and in accordance with the requirements of Item 2.01(a)(f) of Form 8-K, this Report sets forth information that would be required if Allied was required to file a general form for registration of securities on Form 10 under the Exchange Act with respect to the Common Stock (which is the only class of Allied's securities subject to the reporting requirements of Section 13 or Section 15(d) of the Exchange Act upon consummation of the Share Exchange).

This Current Report contains summaries of the material terms of various agreements executed in connection with the transactions described herein. The summaries of these agreements are subject to, and are qualified in their entirety by, reference to these agreements, all of which are incorporated herein by reference.

This Current Report responds to the following items on Form 8-K:

Item 1.01	Entry into a Material Definitive Agreement
Item 2.01	Completion of Acquisition or Disposition of Assets
Item 3.02	Unregistered Sales of Equity Securities
Item 4.01	Changes in Registrant's Certifying Accountant
Item 5.01	Changes in Control of Registrant
Item 5.02	Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers; Compensatory Arrangements of Certain Officers
Item 5.03	Amendments to Articles Of Incorporation or Bylaws; Change in Fiscal Year.
Item 5.06	Change in Shell Company Status
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Item 1.01 Entry into a Material Definitive Agreement.

Acquisition of Trio

On the Closing Date, Allied entered into a Share Exchange Agreement (the "Exchange Agreement") with (i) Trio and (ii) the former shareholders of Trio (the "Trio Shareholders"), and (iii) Ihar Yaravenka, the former sole director, officer, and principal shareholder of Allied (the "Principal Shareholder"), pursuant to which Allied acquired all of the outstanding capital stock of Trio from the Trio Shareholders in exchange for the issuance of 2,130,000 shares of Common Stock to the Trio Shareholders (the "Share Exchange"). The shares issued to the Trio Shareholders in the Share Exchange constituted approximately 66.15% of our issued and outstanding shares of Common Stock as of and immediately after the consummation of the Share Exchange and cancellation of the 1,500,000 shares of Ihar Yaravenka, as contemplated in the Exchange Agreement.

In connection with the Share Exchange, the Principal Shareholder submitted a resignation letter resigning from his positions as the sole director and officer of Allied, effective upon the closing of the Share Exchange, and the directors of Trio were appointed to the Board of Directors of Allied, and the officers of Trio were appointed as the officers of Allied.

The foregoing description of the Exchange Agreement is qualified in its entirety by reference to the provisions of the Exchange Agreement filed as Exhibit 2.1 to this Report, which is incorporated by reference herein.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The disclosure in Item 1.01 of this Report regarding the Share Exchange is incorporated herein by reference in its entirety.

FORM 10 DISCLOSURE

As disclosed elsewhere in this Report, we acquired Trio on the Closing Date pursuant to the Share Exchange, which was accounted for as a recapitalization effected by a share exchange. Item 2.01(f) of Form 8-K provides that if the Company was a shell company, other than a business combination related shell company (as those terms are defined in Rule 12b-2 under the Exchange Act) immediately before the Share Exchange, then the Company must disclose the information that would be required if the Company were filing a general form for registration of securities on Form 10 under the Exchange Act reflecting all classes of the Company's securities subject to the reporting requirements of Section 13 of the Exchange Act upon consummation of the Share Exchange.

To the extent that the Company might have been considered to be a shell company immediately before the Share Exchange, we are providing below the information that would be required to disclose on Form 10 under the Exchange Act if we were to file such form. Please note that the information provided below relates to the combined Company after the acquisition of Trio, except that information relating to periods prior to the date of the Share Exchange relate only to Trio unless otherwise specifically indicated.

DESCRIPTION OF BUSINESS

TrioResources AG Inc. ("Trio") is a wholly-owned Canadian mining company which plans to focus on exploration, milling, and refining of precious metals located in historically prolific regions. Trio is organized to hold assets in the mining industry, targeting older mining camps with residual value. Trio's intention is to conduct extensive exploration initiatives, with the purpose of being cash-flow positive by producing precious metals, and other valuable minerals. Trio utilizes modern mining and exploration technology in conjunction with environmentally friendly processing, and focuses on combining the right blend of experienced mining and technological management in order to move in front of their competitors. Trio expects to be able to monetize existing assets and begin exploration on its existing property.

Corporate History & Background

Allied was founded in the State of Nevada on September 22, 2011. It was a Poland-based company formed with the intention of operating a consulting business in small boat building and maintenance, which would include consulting in boat building, boat repairs and maintenance, refurbishing, winterizing, custom refinishing and modifications, interior customization, appraisals and major renovations in Poland and later, assuming available funds, in Europe and North America. We were unable to secure adequate financing nor able to implement our business plan. Therefore, we decided to enter into the Share Exchange with TrioResources AG Inc. and change our business model.

On the Closing Date, Allied entered into the Exchange Agreement with Trio, the Trio Shareholders, and the Principal Shareholder, resulting in Trio becoming the wholly owned subsidiary of Allied and the Trio Shareholders became the controlling shareholders of Allied. In connection with the Share Exchange, our sole officer and director, Ihar Yaravenka, resigned from his positions and the directors of Trio became the Board of Directors of Allied, and the officers of Trio became the officers of Allied. Allied ceased any and all of its original operations in connection with small boat building and maintenance and became a holding company with Trio as its sole asset and subsidiary.

Trio was founded on May 16, 2012 by J. Duncan Reid, the current chief executive officer and chairman of the board of directors of Trio. Since its inception, Trio has focused on exploration initiatives of its main property, in conjunction with the milling and refining of precious metal ore reserves. Trio owns and plans to acquire additional historical old mines, known to be rich in resources, and to develop and run mining operations on its properties.

On May 17, 2012, TrioResources AG Inc. entered into a Consultant Services Agreement with Seagel Investment Corp. for certain consulting services in connection with a public listing for the TrioResources AG. As consideration for this listing TrioResources AG agreed to pay Seagel Investment Corp. a fee equal to $20,000 per month and common stock equal to 5% of the total number of shares outstanding after the closing of the 'going public' transaction. A copy of the Consulting Agreement is attached hereto as Exhibit 10.2.

Soon after Trio's inception, it purchased its mining claims and equipment from 2023682 Ontario Inc. DBA Canamet Resources, an entity which is controlled by Mr. Reid.

Business Model

Trio intends to mill the existing above ground material and sell it to refiners to generate income over the next few years. In addition it plans to continue its business model of acquiring, developing and operating mines. Moreover, we intend to conduct further extensive exploration initiatives in order to target additional high-concentration regions that would be profitable to develop. We hope to start to generate revenue and become a cash flow positive business in the near future based on our existing above ground resources which we believe we can monetize.

2012 Drilling Program (Operating Plan for the next 12 months)—Monetization of Existing Assets

In May of 2012, Trio purchased patented properties in the Cobalt Mining Camp located in Northern Ontario, Canada. Currently, there is 4,000 tons of Silver-containing ore, which is crushed and ready for processing. Each ton of crushed ore contains an average of 40 ounces of Silver. We will begin processing this material by the end of 2012, and hope to generate positive revenue streams throughout 2013.

Trio has begun a 35-hole (50,000 meter) drill campaign on the most prospective zones as indicated by preliminary geological data. Previous drill results in the area include a hole drilled by previous owners of the property in 2010 that struck 30 meters of silver grading 244 ounces per ton. The property remains open for significant discoveries at depth, as the advanced drilling techniques which are currently in place were not previously employed in the Cobalt district.

There is an additional primary crushed ore supply of 16,000 tons on the property which is assayed at 38 ounces of silver per ton and 0.5% Cobalt by weight. This material will be processed behind the first 4,000 tons of concentrate. In the summer of 2012 a Bulk sample project was initiated in a target zone which has resulted in approximately 16,000 tons of ore with a Silver content of 10 ounces per ton and Cobalt of 11 lbs per ton. This material will be crushed and milled and further assays will be performed before processing.

During the 2012 production season, a continued exploration drilling program has taken place on the property targeting known reserves and investigating historical mining locations. We utilize modern drilling equipment to go to depths which have not been previously investigated. The drilling program began in 2012, and will continue throughout 2013. The core-sample results will ultimately result in the establishment of the National Instrument 43-101 for the original claims.

Ore Inventory and Tailings

The first asset is a stock pile of material approximately 4,000 tons that has been assayed at an average of 40 ounces per ton of Silver and 2% by weight of Cobalt. This material has been crushed down to a 100 mesh screen and will commence processing by year-end 2012.

The second asset to be monetized is 16,000 tons of Silver/Cobalt concentrate that has gone through primary crushing only, and has been assayed at 38 ounces per ton of Silver and 2% by weight of Cobalt. This material will need to go through additional crushing and milling before processing. The plan is to process this with tailings located in the tailings pond to increase the recovery of the targeted metals.

Additional ore is available in volumes in known pre drilled locations to supplement our cash flow while primary exploration continues with our drilling program. Moreover, we have a Muck Pile with 910,000 tons of ore, and a tailings pond with 347,870 tons of ore.The Muck Pile has been assayed at 10 ounces of Silver per ton and the tailings pond has not been assayed to determine the mineralization. These ore reserves will be processed behind the initial 20,000 tons of material, which will enables us to continue generating positive revenue in order to pursue more expansive exploration and development programs, and well as sustain exploring more prolific and valuable deposits.

On May 17, 2012, TrioResources AG Inc. entered into a Purchase Agreement with 2023682 Ontario Inc. DBA Canamet Resources and Jeffrey D. Reid for the purchase of certain mining equipment and property to be mined. As consideration for the mining assets, TrioResources AG Inc. agreed to pay CDN $100,000 in cash and to issue the seller a convertible promissory note in the amount of CDN $500,000 that can be converted into common stock at the seller's election and at a conversion price equal to the prior 5 day average bid price. A copy of the Purchase Agreement is attached hereto as Exhibit 10.1.

The Duncan-Kerr Project

As part of the assets included in the Purchase Agreement, TrioResources acquired 94 acres of land located 10 kilometers from the town of Cobalt. This location is surrounded by existing infrastructure (i.e. railway spurs, hydro lines, roadways, close access to water, etc.) which will help us address some of the challenges that are common to new exploration companies. The property where the Duncan Kerr Project is being started has previously produced spectacular drill results, including 240 ounces per ton of Silver at depth of 30-90 meters, over a 200 meter drilled target.

Competition

Trio's business model is based upon acquiring historically prolific properties which have only recently become economically viable to develop due to increases in commodity prices. We accomplish this by applying updated technologies toward drilling and assays, and subsequent extraction, milling, and refining of the precious metals and value minerals on our properties. Mining and exploration of a property by its nature is proprietary and we have not licensed any third party to participate in any of the existing properties. However, there is competition among junior mining companies to acquire land for exploration and prospective development and this activity is active worldwide.

The strength of commodity prices has resulted in significantly increased industry operating cash flows and has led to increased exploration activity. This strength has increased competition for undeveloped lands, skilled personnel, access to drilling and other equipment, and access to processing and gathering facilities, all of which may cause drilling and operating costs to increase. Many of our competitors are larger than we are and have substantially greater financial and marketing resources. In addition, virtually all of our competitors may be able to secure products and services from vendors on more favorable terms.

One of Trio's primary advantages over its competitors is that our diabase is shallow, and our existing targets are not below 1,000 ft. With such shallow access to our plentiful ore veins, we will be able to significantly reduce our infrastructure costs, which ultimately comprises a large majority of the costs associated with the complete mining process. As such, Trio is able to reduce its overhead, while focusing on further exploration, and retains the ability to fund the processing of the ore bodies we produce. This factor separates us from almost all other junior mining companies, which lack our capacity for processing.

- No mine in the Cobalt area ever used computerized modeling or used advanced techniques to define ore reserves. Agnico Eagle's work (section plans drawings) were done in hand on mylars and white prints as working copies and were considered modern in their time.

- Trio's technology partners are using the most recent innovations in Carbon Nano Tube Technologies to create absorption material media that can capture a variety of highly dangerous toxins, ensuring that all effluent produces through are processes are well within safe levels.

Properties

As outlined in the Purchase Agreement, Trio owns, and has full rights and claims to the following parcels (and all structures and equipment on or associated with such parcels):

Property Parcel 1:
PT E. 1/2 OF N 1/2, LOT 3, CON 4, Coleman Township, District of Temiskaming, Ontario, Canada.
Patented Claim #1831NND

Property Parcel 2:
SW 1/4 OF N 1/2, LOT 3, CON 4, Coleman Township, District of Temiskaming, Ontario, Canada.
Patented Claim #3694NND

Intellectual Property

Since its inception, Trio has retained ownership of all its intellectual property. This includes, but is not limited to, the application of drilling techniques used in our drilling initiatives, as well as the content in all marketing collateral, both print and electronic. We do not have nor have applied for any patents in any jurisdictions.

Government Regulation

Our operations are subject to various types of Canadian and Ontario regulations. Such regulation includes: (i) requiring permits for drilling; (ii) implementing environmental impact practices; (iii) submitting notification and receiving permits relating to the presence, use and release of certain materials incidental to exploration and production operations; and (iv) regulating the location of exploration, the method of exploration, the use, transportation, storage and disposal of fluids and materials used in connection with exploration and production activities, surface usage and the restoration of properties upon which exploration and production occur and the transporting of production.

Our operations are also subject to various conservation matters, including the regulation of the location, size and production rate mining interests. The effect of these regulations may limit the rate at which natural resources may be extracted from certain properties and the areas which we may access at one time.

Operations on properties in which we have or may acquire an interest are subject to extensive Canadian and Ontario environmental laws that regulate the discharge or disposal of materials or substances into the environment, restoration of properties and otherwise are intended to protect the environment. Numerous governmental agencies issue rules and regulations to implement and enforce such laws, which are often difficult and costly to comply with and which carry substantial administrative, civil and criminal penalties and in some cases injunctive relief for failure to comply.

Some laws, rules and regulations relating to the protection of the environment may, in certain circumstances, impose "strict liability" for environmental contamination. These laws render a person or company liable for environmental and natural resource damages, cleanup costs and restoration costs. Other laws, rules and regulations may require the rate of precious metal production to be below the economically optimal rate or may even prohibit exploration or production activities in environmentally sensitive areas. In addition, provincial and state laws often require some form of remedial action, such as closure of inactive pits and restorative measures.

In addition, we are subject to Nevada corporate law as Allied, our parent company, is organized in the state of Nevada, as well as U.S. federal securities laws. We are also subject to both U.S. and Canadian tax laws.

Employees

As of December 14, 2012, we have 4 full-time employees at the mine/mill site, in additional to three full-time executive officers. Additionally, we have two consultants. None of these employees are covered by a collective bargaining agreement. We also engage consultants on an as-needed basis to supplement existing staff.

Available Information

We are subject to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Reports filed with the SEC pursuant to the Exchange Act, including annual and quarterly reports, and other reports we file, can be inspected and copied at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. Investors may obtain information on the operation of the public reference room by calling the SEC at 1-800-SEC-0330. Investors can request copies of these documents upon payment of a duplicating fee by writing to the SEC. The reports we file with the SEC are also available on the SEC's website (http://www.sec.gov).

RISK FACTORS

An investment in our common stock involves a high degree of risk. You should carefully consider the risks described below, together with all of the other information included in this Report, before making an investment decision. If any of the following risks actually occurs, our business, financial condition or results of operations could suffer. In that case, the trading price of our shares of common stock could decline and you may lose all or part of your investment. See "Cautionary Note Regarding Forward Looking Statements" above for a discussion of forward-looking statements and the significance of such statements in the context of this Report.

Risks Related to Our Business

We are a development stage company with limited operating history.

We are a development stage company with limited operating history in the mineral exploration field. These two factors make it impossible to reliably predict future growth and operating results. Accordingly, we are subject to all the risks and uncertainties which are characteristic of a relatively new business enterprise, including the substantial problems, expenses and other difficulties typically encountered in the course of its business, in addition to normal business risks. We face a high risk of business failure because we have commenced extremely limited business operations and have no revenues. We were organized in 2012, have not earned any revenues as of the date hereof and have had only losses since our inception related to our drilling, milling, and exploration operations. There is no history upon which to base any assumption as to the likelihood that our business will be successful, and there can be no assurance that we will be able to raise sufficient capital to begin operations, that we will generate significant operating revenues in the future or that we will ever be able to achieve profitable operations in the future. We face all of the risks commonly encountered by other businesses that lack an established operating history, including, but not limited to, the need for additional capital and personnel, and intense competition.

The mining industry is highly risky and there can be no certainty of our successful development of profitable commercial mining operations.

The development of mineral properties involves significant risks that even a combination of careful evaluation, experience and knowledge may not eliminate. Substantial expenses may be incurred to develop mineral reserves, develop metallurgical processes, and construct mining and processing facilities at a particular site. Whether a mineral deposit will be commercially viable depends on a number of factors, some of which are: the particular attributes of the deposit, such as size, grade, and proximity to infrastructure; metals prices which are highly cyclical; drilling and other related costs that appear to be rising; and government regulations, including those related to prices, taxes, royalties, land tenure, land use, importing and exporting of minerals, and environmental protection. The exact effect of these factors cannot be accurately predicted, but the combination of these factors may result in us not receiving an adequate return on invested capital

A part of our proposed business plan involves the acquisition of additional mineral claims, which we do not currently have the resources for.

We currently do not have resources to fund acquisitions of additional mineral claims. We will need to monetize our existing claims or obtain additional financing to, among other things, fund any future exploration, mining and drilling projects that we attempt to undertake and for general working capital purposes. Any additional equity financing may be dilutive to our shareholders and any such additional equity securities may have rights, preferences or privileges that are senior to those of the common stock. Debt financing, if available, will require payment of interest and may involve restrictive covenants that could impose limitations on our operating flexibility. We cannot assure you that additional funds will be available when and if needed from any source or, if available, will be available on terms that are acceptable to us. Further, we may incur substantial costs in pursuing future capital and/or financing, including investment banking fees, legal fees, accounting fees, printing and distribution expenses and other costs. Our ability to obtain needed financing may be impaired by such factors as the condition of the capital markets, our capital structure, the lack of a market for our shares of common stock, and our lack of profitability, all of which could impact the availability or cost of future financings. If we are unable to raise capital or sufficient capital to meet our needs, we could forfeit our mineral property interests and/or reduce or terminate operations. In addition, and as is also disclosed in our financial statements, these matters raise substantial doubt about our ability to continue as a going concern.

Because our business involves numerous operating hazards, we may be subject to claims of a significant size, which would cost a significant amount of funds and resources to rectify. This could force us to cease our operations.

Our operations are subject to the usual hazards inherent in exploring for minerals, such as general accidents, explosions, chemical exposure and cratering. The occurrence of these or similar events could result in the suspension of operations, damage to or destruction of the equipment involved and injury or death to personnel. Operations also may be suspended because of machinery breakdowns, abnormal climatic conditions, failure of subcontractors to perform or supply goods or services or personnel shortages. The occurrence of any such contingency would require us to incur additional costs, which would adversely affect our business. In addition, milling operations are subject to various hazards, including, without limitation, equipment failure and failure of retaining dams around tailings disposal areas, which may result in environmental pollution and legal liability.

Damage to the environment could also result from our operations. If our business is involved in one or more of these hazards, we may be subject to claims of a significant size that could force us to cease our operations.

Mineral resource exploration, production and related operations are subject to extensive rules and regulations of federal, provincial, state and local agencies. Failure to comply with these rules and regulations can result in substantial penalties. Our cost of doing business may be affected by the regulatory burden on the mineral industry. Although we intend to substantially comply with all applicable laws and regulations, because these rules and regulations frequently are amended or interpreted, we cannot predict the future cost or impact of complying with these laws.

Environmental enforcement efforts with respect to mineral operations have increased over the years, and it is possible that regulations could expand and have a greater impact on future mineral exploration operations. Although our management intends to comply with all legislation and/or actions of local, provincial, state and federal governments, non-compliance with applicable regulatory requirements could subject us to penalties, fines and regulatory actions, the costs of which could harm our results of operations. We cannot be sure that our proposed business operations will not violate environmental laws in the future.

Our operations and properties are subject to extensive laws and regulations relating to environmental protection, including the generation, storage, handling, emission, transportation and discharge of materials into the environment, and relating to health and safety. These laws and regulations may do any of the following: (i) require the acquisition of a permit or other authorization before exploration commences; (ii) restrict the types, quantities and concentration of various substances that can be released in the environment in connection with exploration activities; (iii) limit or prohibit mineral exploration on certain lands lying within wilderness, wetlands and other protected areas; (iv) require remedial measures to mitigate pollution from former operations; and (v) impose substantial liabilities for pollution resulting from our proposed operations.

The exploration and development of mineral reserves are subject to all of the usual hazards and risks associated with such activities, which could result in damage to life or property, environmental damage, and possible legal liability for any or all damages. Difficulties, such as unusual or unexpected rock formations encountered by workers but not indicated on a map, or other conditions may be encountered in the gathering of samples and information, and could delay our exploration program. Even though we are at liberty to obtain insurance against certain risks in such amounts we deem adequate, the nature of those risks is such that liabilities could exceed policy limits or be excluded from coverage. We do not currently carry insurance to protect against these risks and there is no assurance that we will obtain such insurance in the future. There are also risks against that we cannot, or may not elect to insure. The costs, which could be associated with any liabilities, not covered by insurance or in excess of insurance coverage or compliance with applicable laws and regulations may cause substantial delays and require significant capital outlays, adversely affecting our financial position, future earnings, and/or competitive positions.

We may not be able to compete with current and potential mining exploration and development companies, some of whom have greater resources and experience than we do in developing mineral reserves.

The natural resource market is intensely competitive, highly fragmented and subject to rapid change. We intend on acquiring additional mineral claims in the future after we have generated capital by monetizing our current interests. However, we may be unable to compete successfully with our existing competitors or with any new competitors in acquiring additional assets. We will be competing with many exploration and development companies that have significantly greater personnel, financial, managerial and technical resources than we do. This competition from other companies with greater resources and reputations may result in our failure to maintain or expand our business.

Our operations depend on our acquisition of certain equipment which has yet to be finalized.

Competition and unforeseen limited sources of supplies in the industry could result in occasional spot shortages of supplies and certain equipment such as bulldozers and excavators that we might need to conduct our operations. Though we do own some mining equipment, we will need to locate additional products, equipment and materials in the course of our operations. If we cannot find the products, equipment and materials we need, we will have to suspend or limit our operations until we do find the products, equipment and materials that we require.

Our auditors have expressed a going concern opinion.

We have no established source of revenues, have incurred losses since inception, have a working capital deficit and are in need of capital to grow our operations so that we can become profitable. Accordingly, the opinion of our auditors for the year ended September 30, 2012 is qualified and subject to uncertainty as to whether we will be able to continue as a going concern. This may negatively impact our ability to obtain additional funding that we may require or to do so on terms attractive to us and may negatively impact the market price of our stock.

We are heavily dependent on our management and a loss of any member of our management, particularly J. Duncan Reid, our chief executive officer and chairman of the board, would be severely detrimental to our prospects.

We have a very limited management and number of employees. We are highly dependent on all members of our management, in particular J. Duncan Reid, our chief executive officer and chairman of the board of directors. Our future performance will be substantially dependent on the continued services of our management and the ability to retain and motivate them. The loss of the services of any of our officers or directors, particularly those of Mr. Reid, would materially and adversely affect our business and operations. If he were to resign, there is no guarantee that we could replace him with qualified individuals in a timely or economic manner, if at all. At the present time, we do not maintain any “key-man” life insurance policies.

Defective title to our assets could have a material adverse effect on our exploration and exploitation activities.

There are uncertainties as to title matters in the mining industry. We believe we have good title to our assets; however, any defects in such titles that cause us to lose our rights in these mineral properties would seriously jeopardize our planned business operations. We have investigated our rights to explore, exploit and develop our assets in manners consistent with industry practice and, to the best of our knowledge, those rights are in good standing. However, we cannot guarantee that the title to or our rights to explore, exploit and develop our assets will not be challenged by third parties or governmental agencies. In addition, there can be no assurance that our assets are not subject to prior unregistered agreements, transfers or claims. Our title may be affected by undetected defects. Any such defects could have a material adverse effect on us.

In the event of a dispute regarding title to our assets in foreign countries or any facet of our operations, it would likely be necessary for us to resolve the dispute in a foreign country, where we would be faced with unfamiliar laws and procedures. The resolution of disputes in foreign countries as well as in the U.S. can be costly and time consuming, similar to the situation in the United States. However, in a foreign country, we face the additional burden of understanding unfamiliar laws and procedures. We may not be entitled to a jury trial, as we might be in the United States. Further, to litigate in a foreign country, we would be faced with the necessity of hiring lawyers and other professionals who are familiar with the foreign laws. For these reasons, we may incur unforeseen losses if we are forced to resolve a dispute in a foreign country.

We have relied and will continue to rely on independent analysis to evaluate our mineral claims and carry out our planned exploration activities.

We have relied and will continue to rely on independent geologists to engage in field work on our claim, to analyze our prospects, plan and carry out our exploration program, including an exploratory drilling program, and to prepare resource reports. While these geologists rely on standards established by various licensing bodies, there can be no assurance that their estimates or results will be accurate. Analyzing drilling results and estimating reserves or targeted drilling sites is not a certainty. Miscalculations and unanticipated drilling results may cause the geologists to alter their estimates. If this should happen, we may have devoted resources to areas where resources could have been better allocated, and as a result, our business could suffer.

At the present time we are unable to pay any dividends.

We have not paid any cash dividends and do not anticipate paying any cash dividends on our common stock in the foreseeable future. We anticipate that earnings, if any, which may be generated from operations will be used to finance our continued operations. Investors who anticipate the immediate need of cash dividends from their investment should refrain from purchasing any of our securities.

Risks Related to our Industry

The mining industry is highly competitive.

Competition in the mining industry is extremely intense in all aspects, including but not limited to raising investment capital for exploration and obtaining qualified managerial and technical employees. We are an insignificant participant in the mining industry due to our limited financial and personnel resources. Our competition includes large established mining companies, with substantial capabilities and with greater financial and technical resources than we have, as well as the myriad of other exploration stage companies. As a result of this competition, we may be unable to attract the necessary funding or qualified personnel. If we are unable to successfully compete for funding or for qualified personnel, our mining activities may be slowed, suspended or terminated, any of which would have a material adverse effect on our ability to continue operations.

The prices of natural resources are highly volatile and a decrease in metal prices can have a material adverse effect on our business.

The profitability of natural resource operations are directly related to the market prices of the underlying commodities. The market prices of metals fluctuate significantly and are affected by a number of factors beyond our control, including, but not limited to, the rate of inflation, the exchange rate of the dollar to other currencies, interest rates, and global economic and political conditions. Price fluctuations in the metals market from the time exploration for a mine is undertaken and the time production can commence can significantly affect the profitability of a mine. Accordingly, we may begin to develop a minerals property at a time when the price of the underlying metals make such exploration economically feasible and, subsequently, incur losses because metal prices have decreased. Adverse fluctuations of metals market prices may force us to curtail or cease our business operations.

The speculative price of natural resources may adversely impact commercialization efforts.

Exploration and production is highly speculative and involves numerous natural risks that may not be overcome by knowledge and experience. In particular, even if we are successful in mining silver and other deposits, for which no assurances can be given, the commercialization will be dependent upon the existing market price for gold and other minerals, among other factors. The market price of silver and other minerals has historically been unpredictable, and subject to wide fluctuations. The decline in the price of silver and other minerals could render a discovered property uneconomic for unpredictable periods of time.

Mining operations generally involve a high degree of risk.

Mining operations are subject to all the hazards and risks normally encountered in the exploration, development and production of base or precious metals, including unusual and unexpected geological formations, seismic activity, rock bursts, cave-ins, flooding and other conditions involved in the drilling and removal of material, any of which could result in damage to, or destruction of, mines and other producing facilities, damage to life or property, environmental damage and possible legal liability. Mining operations could also experience periodic interruptions due to bad or hazardous weather conditions and other acts of God. Milling operations are subject to hazards such as equipment failure or failure of retaining dams around tailing disposal areas, which may result in environmental pollution and consequent liability.

If any of these risks and hazards adversely affect our mining operations or our exploration activities, they may: (i) increase the cost of exploration to a point where it is no longer economically feasible to continue operations; (ii) require us to write down the carrying value of one or more mines or a property; (iii) cause delays or a stoppage in the exploration of minerals; (iv) result in damage to or destruction of mineral properties or processing facilities; and (v) result in personal injury, death or legal liability. Any or all of these adverse consequences may have a material adverse effect on our financial condition, results of operations, and future cash flows.

Increased insurance risk could negatively affect our business.

Insurance and surety companies may take actions that could negatively affect our proposed business, including increasing insurance premiums, requiring higher self-insured retentions and deductibles, requiring additional collateral or covenants on surety bonds, reducing limits, restricting coverage, imposing exclusions, and refusing to underwrite certain risks and classes of business. Any of these would adversely affect our ability in the future to obtain appropriate insurance coverage at reasonable costs which would have a material adverse effect on our business.

Our operations are subject to permitting requirements.

Our operations are subject to permitting requirements which could require us to delay, suspend or terminate our operations. Our operations, including but not limited to any exploitation program, require permits from the Ontario provincial governments. We may be unable to obtain these permits in a timely manner, on reasonable terms, or at all. If we cannot obtain or maintain the necessary permits, or if there is a delay in receiving these permits, our timetable and business plan for exploration and/or exploitation, may be materially and adversely affected.

We may experience supply and equipment shortages.

We may not be able to purchase all of the supplies and materials we need to continue our mining activities due to shortage of funds, lack of availability or other reasons. This could cause us to delay or suspend operations. Competition and unforeseen limited sources of supplies in the industry could result in occasional spot shortages of supplies, such as explosives, and certain equipment, such as bulldozers, drilling equipment and excavators, that we might need to conduct our mining activities. If we cannot find the supplies and equipment we need, we may have to suspend our operations until we do find the supplies and equipment we need. If we are unable to find the supplies in Canada but can find them in another location, the cost will increase significantly, as will the time to deliver them.

We are subject to Canadian governmental regulations that may limit our operations, increase our expenses or subject us to liability.

Our operations are subject to Canadian laws, ordinances and regulations regarding, among other things:

- Environmental matters, including the presence of hazardous or toxic substances;
- Land preservation;
- Health and safety; and
- Zoning, land use and other entitlements.

In developing any project in Canada, we may be required to obtain the approval of numerous Canadian governmental authorities (and others) regulating matters such as:

- Installation of utility services such as gas, electric, water and waste disposal;
- Permitted land uses; and
- The design, methods and materials used in the exploration and mining for previous metals and other minerals.

We may not now or in the future be in compliance with all regulatory requirements. If we are not in compliance with these regulatory requirements, we will be subject to penalties or forced to incur significant expenses to cure any noncompliance. In addition, some of the land that we could in the future acquire if we will at such time have the requisite resources and ability, may not have received planning approvals or entitlements necessary for planned or future development. Failure to obtain entitlements necessary for development on a timely basis or to the extent desired would adversely affect our business, results of operations, financial condition and future prospects.

Risks Related to our Shares of Common Stock

Our stock price may be volatile.

Our stock price may be volatile and as a result investors could lose all or part of their investment. In addition to volatility associated with over-the-counter securities in general, the value of any investment could decline due to the impact of any of the following factors upon the market price of our common stock:

- Changes in the worldwide price for silver and other minerals;
- Disappointing results from our exploration and drilling efforts;
- Fluctuation in production costs that make mining uneconomical;
- Unanticipated variations in grade and other geological problems;
- Unusual or unexpected rock formations;
- Failure to reach commercial production or producing at lower rates than those targeted;
- Decline in demand for our common stock;
- Downward revisions in securities analysts' estimates or changes in general market conditions;
- Investor perception of our industry or our company; and/or
- General economic trends.

In addition, stock markets have experienced extreme price and volume fluctuations and the market price of securities has been highly volatile. These fluctuations are often unrelated to asset value and may have a material adverse effect on the market price of our common stock. As a result, investors may be unable to resell their shares at a fair price.

Our Common Stock is quoted on the OTC Bulletin Board (the "OTCBB") which may have an unfavorable impact on our stock price and liquidity.

Our common stock is quoted on the OTCBB, which is a significantly more limited trading market than the New York Stock Exchange or The NASDAQ Stock Market. The quotation of the Company's shares on the OTCBB may result in a less liquid market available for existing and potential stockholders to trade shares of our common stock, could depress the trading price of our common stock and could have a long-term adverse impact on our ability to raise capital in the future.

There is limited liquidity on the OTCBB which may result in stock price volatility and inaccurate quote information.

When fewer shares of a security are being traded on the OTCBB, volatility of prices may increase and price movement may outpace the ability to deliver accurate quote information. Due to lower trading volumes in shares of our common stock, there may be a lower likelihood of one's orders for shares of our common stock being executed, and current prices may differ significantly from the price one was quoted at the time of one's order entry.

Our common stock is extremely thinly traded, so you may be unable to sell at or near asking prices or at all if you need to sell your shares to raise money or otherwise desire to liquidate your shares.

Though our Common Stock is listed on the OTCBB, there is little to no market for our Common Stock. Investors may have to bear the economic risk of an investment in the Company for an indefinite period of time. Future trading volume may be limited by the fact that many major institutional investment funds, including mutual funds, as well as individual investors follow a policy of not investing in OTCBB stocks and certain major brokerage firms restrict their brokers from recommending OTCBB stocks because they are considered speculative, volatile and thinly traded. The OTCBB market is an inter-dealer market much less regulated than the major exchanges and our common stock is subject to abuses, volatility and shorting. Thus, there is currently no broadly followed and established trading market for the Company's common stock. An established trading market may never develop or be maintained. Active trading markets generally result in lower price volatility and more efficient execution of buy and sell orders. Absence of an active trading market reduces the liquidity of the shares traded there.

The trading volume of our common stock has been and may continue to be extremely limited and sporadic. As a result of such trading activity, the quoted price for the Company's common stock on the OTCBB may not necessarily be a reliable indicator of its fair market value. Further, if we cease to be quoted, holders would find it more difficult to dispose of our common stock or to obtain accurate quotations as to the market value of the Company's common stock and as a result, the market value of our common stock likely would decline.

In addition, the stock market in general, and the market for mining companies in particular, has experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to the operating performance of such companies. Market and industry factors may adversely affect the market price of our common stock, regardless of our operating performance. In the past, following periods of volatility in the market price of a company's securities, securities class-action litigation has often been instituted. Such litigation, if instituted, could result in substantial costs and a diversion of management's attention and resources. We may not have complied in the past with federal and/or state securities laws and regulations, which could potentially result in litigation, penalties and/or fines, other substantial costs and expenses and a substantial diversion of management's attention and resources.

Because we became public by means of a "reverse merger," we may not be able to attract the attention of major brokerage firms.

Additional risks may exist since we will become public through a "reverse merger." Securities analysts of major brokerage firms may not provide coverage of us since there is little incentive to brokerage firms to recommend the purchase of our common stock. We cannot assure you that brokerage firms will want to conduct any secondary offerings on behalf of our company in the future.

The sale of securities by us in any equity or debt financing could result in dilution to our existing stockholders and have a material adverse effect on our earnings.

Any sale of common stock by us in a future private placement offering could result in dilution to the existing stockholders as a direct result of our issuance of additional shares of our capital stock. In addition, our business strategy may include expansion through internal growth, by acquiring subscribers email lists, or by establishing strategic relationships with targeted customers and vendor. In order to do so, or to finance the cost of our other activities, we may issue additional equity securities that could dilute our stockholders' stock ownership. We may also assume additional debt and incur impairment losses related to goodwill and other tangible assets if we acquire another company and this could negatively impact our earnings and results of operations.

Future sales of our common stock in the public market could lower the price of our common stock and impair our ability to raise funds in future securities offerings.

Future sales of a substantial number of shares of our common stock in the public market, or the perception that such sales may occur, could adversely affect the then prevailing market price of our common stock and could make it more difficult for us to raise funds in the future through a public offering of our securities.

We are subject to penny stock regulations and restrictions and you may have difficulty selling shares of our common stock.

We are subject to the provisions of Section 15(g) and Rule 15g-9 of the Exchange Act, commonly referred to as the "penny stock rule." Section 15(g) sets forth certain requirements for transactions in penny stock, and Rule 15g-9(d) incorporates the definition of "penny stock" that is found in Rule 3a51-1 of the Exchange Act. The SEC generally defines a penny stock to be any equity security that has a market price less than $5.00 per share, subject to certain exceptions. We will be subject to the SEC's penny stock rules.

Since our Common Stock is deemed to be penny stock, trading in the shares of our common stock is subject to additional sales practice requirements on broker-dealers who sell penny stock to persons other than established customers and accredited investors. "Accredited investors" are persons with assets in excess of $1,000,000 (excluding the value of such person's primary residence) or annual income exceeding $200,000 or $300,000 together with their spouse. For transactions covered by these rules, broker-dealers must make a special suitability determination for the purchase of such security and must have the purchaser's written consent to the transaction prior to the purchase. Additionally, for any transaction involving a penny stock, unless exempt the rules require the delivery, prior to the first transaction of a risk disclosure document, prepared by the SEC, relating to the penny stock market. A broker-dealer also must disclose the commissions payable to both the broker-dealer and the registered representative and current quotations for the securities. Finally, monthly statements must be sent disclosing recent price information for the penny stocks held in an account and information to the limited market in penny stocks. Consequently, these rules may restrict the ability of broker-dealer to trade and/or maintain a market in our common stock and may affect the ability of the Company's stockholders to sell their shares of common stock.

There can be no assurance that our shares of common stock will qualify for exemption from the Penny Stock Rule. In any event, even if our common stock was exempt from the Penny Stock Rule, we would remain subject to Section 15(b)(6) of the Exchange Act, which gives the SEC the authority to restrict any person from participating in a distribution of penny stock if the SEC finds that such a restriction would be in the public interest.

Because we do not intend to pay dividends, stockholders will benefit from an investment in our Common Stock only if it appreciates in value.

We have never declared or paid any cash dividends on our Preferred Stock or Common Stock. For the foreseeable future, it is expected that earnings, if any, generated from our operations will be used to finance the growth of our business, and that no dividends will be paid to holders of the Company's Preferred Stock or Common Stock. As a result, the success of an investment in our Preferred Stock or Common Stock will depend upon any future appreciation in its value. There is no guarantee that our Preferred Stock or Common Stock will appreciate in value.

Certain provisions of our Articles of Incorporation and Bylaws and Nevada law make it more difficult for a third party to acquire us and make a takeover more difficult to complete, even if such a transaction were in the stockholders' interest.

Our Articles of Incorporation and Bylaws and certain provisions of Nevada State law could have the effect of making it more difficult or more expensive for a third party to acquire, or from discouraging a third party from attempting to acquire, control of the Company, even when these attempts may be in the best interests of our stockholders. For example, Nevada law provides that approval of a majority of the stockholders is required to remove a director, which may make it more difficult for a third party to gain control of the Company. This concentration of ownership limits the power to exercise control by the minority shareholders.

Compliance with the reporting requirements of federal securities laws can be expensive.

When we become a public reporting company in the United States, we will be subject to the information and reporting requirements of the Exchange Act and other federal securities laws, and the compliance obligations of the Sarbanes-Oxley Act. The costs of preparing and filing annual and quarterly reports and other information with the SEC and furnishing audited reports to stockholders are substantial. In addition, we will incur substantial expenses in connection with the preparation of registration statements and related documents with respect to the registration of resale of the Common Stock.

Applicable regulatory requirements, including those contained in and issued under the Sarbanes-Oxley Act, may make it difficult for us to retain or attract qualified officers and directors, which could adversely affect the management of its business and its ability to obtain or retain listing of our Common Stock.

We may be unable to attract and retain those qualified officers, directors and members of board committees required to provide for effective management because of the rules and regulations that govern publicly held companies, including, but not limited to, certifications required by principal executive officers. The enactment of the Sarbanes-Oxley Act has resulted in the issuance of a series of related rules and regulations and the strengthening of existing rules and regulations by the SEC, as well as the adoption of new and more stringent rules by the stock exchanges. The perceived increased personal risk associated with these changes may deter qualified individuals from accepting roles as directors and executive officers.

Further, some of these changes heighten the requirements for board or committee membership, particularly with respect to an individual's independence from the corporation and level of experience in finance and accounting matters. We may have difficulty attracting and retaining directors with the requisite qualifications. If we are unable to attract and retain qualified officers and directors, the management of our business and our ability to obtain or retain listing of our shares of Common Stock on any stock exchange (assuming we elect to seek and are successful in obtaining such listing) could be adversely affected.

If we fail to maintain an effective system of internal controls, we may not be able to accurately report our financial results or detect fraud. Investors could lose confidence in our financial reporting and this may decrease the trading price of our Common Stock.

We must maintain effective internal controls to provide reliable financial reports and detect fraud. We have been assessing our internal controls to identify areas that need improvement. Failure to maintain an effective system of internal controls could harm our operating results and cause investors to lose confidence in our reported financial information. Any such loss of confidence would have a negative effect on the trading price of our Common Stock.

The price of our Common Stock may become volatile, which could lead to losses by investors and costly securities litigation.

The trading price of our Common Stock is highly volatile and could fluctuate in response to factors such as:

- actual or anticipated variations in our operating results;
- announcements of developments by us or our competitors;
- the timing of IND and/or NDA approval, the completion and/or results of our clinical trials;
- regulatory actions regarding our products;

- announcements by us or our competitors of significant acquisitions, strategic partnerships, joint ventures or capital commitments;
- adoption of new accounting standards affecting the our industry;
- additions or departures of key personnel;
- sales of the our Common Stock or other securities in the open market; and
- other events or factors, many of which are beyond our control.

The stock market is subject to significant price and volume fluctuations. In the past, following periods of volatility in the market price of a company's securities, securities class action litigation has often been initiated against such a company. Litigation initiated against us, whether or not successful, could result in substantial costs and diversion of our management's attention and Company resources, which could harm our business and financial condition.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The information and financial data discussed below is derived from the audited financial statements of Trio for the period May 16, 2012 (date of inception) to its fiscal year end September 30, 2012. The financial statements of Trio were prepared and presented in accordance with generally accepted accounting principles in the United States. The information and financial data discussed below is only a summary and should be read in conjunction with the financial statements and related notes of Trio contained elsewhere in this Report. The financial statements contained elsewhere in this Report fully represent Trio financial condition and operations; however, they are not indicative of the Company's future performance. See "Cautionary Note Regarding Forward Looking Statements" above for a discussion of forward-looking statements and the significance of such statements in the context of this Report.

Overview

We operate as a mining and exploration company in the province of Ontario, Canada. Our operations have been limited to acquiring our initial land holdings and mineral claims and our initial equipment and fixed assets to allow us to begin to implement our plans to start small-scale processing and monetization of our existing above-ground mineral resources.

We are an exploration stage company and have not generated any revenues to date. We are in the initial stages of developing our mineral properties, have very limited cash resources and are in need of substantial additional capital to execute our business plan. For these and other reasons, our independent auditors have raised substantial doubt about our ability to continue as a going concern.

As a development stage company we have not as yet generated operating revenues and have incurred losses from our inception, May 16, 2012, to September 30, 2012 of $479,032. To date we have funded our operations through advances from a related party and from private third party lenders utilizing convertible notes. Subsequent to our year end we have signed a draw-down facility which will give us access to CDN $500,000 activities and four convertible debentures which have provided CDN $29,500 and US$345,081 of cash to fund our activities. We intend to raise additional funding through third party equity or debt financing. There is no certainty that funding will be available as needed. These factors raise substantial doubt about our ability to continue operating as a going concern. Our ability to continue our operations as a going concern, realize the carrying value of our assets, and discharge our liabilities in the normal course of business is dependent upon our ability to raise capital sufficient to fund our commitments and ongoing losses, and ultimately generate profitable operations.

Recent Development

Acquisition of Trio

On the Closing Date, we entered into a Share Exchange Agreement with (i) Trio and (ii) the Trio Shareholders, and (iii) the Principal Shareholder, pursuant to which Allied acquired all of the outstanding capital stock of Trio from the Trio Shareholders in exchange for the issuance of 2,130,000 shares of Common Stock to the Trio Shareholders. The shares issued to the Trio Shareholders in the Share Exchange constituted approximately 66.15% of our issued and outstanding shares of Common Stock as of and immediately after the consummation of the Share Exchange. As part of the Share Exchange, Trio paid $250,000 to Allied upon the consummation of the Share Exchange and the Principal Shareholder cancelled all 1,500,000 shares of Common Stock that he owned, which constituted 57.9% of the issued and outstanding shares of Common Stock at the time of the Share Exchange.

As a result of the Share Exchange, Trio became the wholly owned subsidiary of Allied and the Trio Shareholders became the controlling shareholders of Allied, owning an aggregate of 2,130,000 of the issued and outstanding shares of Common Stock. In connection with the Share Exchange, the Principal Shareholder submitted a resignation letter resigning from his positions as the sole director and officer of Allied, effective upon the closing of the Share Exchange, and the directors of Trio were appointed to the Board of Directors of Allied, and the officers of Trio were appointed as the officers of Allied.

As a condition to closing the Exchange Agreement, our shareholders and Board of Directors have approved the following amendments to our Articles of Incorporation: (i) a name change to "Trio Resources, Inc." to better reflect our business plan after the reverse merger; and (ii) an increase of our authorized common stock to 400,000,000. As a further condition to the Exchange Agreement, the Board of Directors shall approve a 1-for-100 forward stock split to occur as soon as reasonably practicable following the closing of the Share Exchange.

Plan of Operations

Trio's intention is to conduct extensive exploration initiatives, with the intention of becoming cash-flow positive as soon as possible by processing and monetizing natural resources, and other valuable minerals from existing above-ground mineral claims. Trio utilizes modern mining and exploration technology in conjunction with environmentally friendly processing, and focuses on combining the right blend of experienced mining and technological management.

We intend to conduct further extensive exploration initiatives, in order to target additional high-concentration regions, which would be profitable to develop. We plan to have our exploration initiative coincide with our milling program, through which we are able to run a cash-flow positive business by producing precious metals, and other valuable minerals. Through monetizing our existing ore initiatives, we will be able to fund the increasingly robust exploration and development programs, which will increase the viability and profitability of mineral extraction. By reinvesting the profits realized by capitalizing on our existing ore reserves, we anticipate having the ability to expedite our business plan, and fund the expansion of our operations, internally. With a short view toward exploration and immediate monetization of its existing assets, Trio aims at a long-term view toward demonstrating a viable and lucrative opportunity for Super Pitting and/or Ramp Mining.

Results of Operations

We are in the development stage as defined under the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 915 Development Stage Entities ("ASC 915"). The Company has not generated any revenue to date and consequently its operations are subject to all risks inherent in the establishment of a new business enterprise. Our operations have been limited to the purchase of our initial land position including 2 patent claims, and the acquisition of fixed assets which will be eventually incorporated into our processing facility.

We have conducted minimal operations during the period from May 16, 2012 (date of incorporation) through September 30, 2012 and we have not generated any revenues and had net losses of $479,032 for the period ended September 30, 2012.

Our expenses have been limited to legal and professional fees, consulting fees, travel expenses, and exploration expenses such as acquiring equipment. Exploration expenses are charged to expenses as incurred. Such expenditures amounted to $165,811 from May 16, 2012 (date of incorporation) through September 30, 2012.

Liquidity and Capital Resources

As of September 30, 2012 we had cash of $8,086 and negative working capital of $42,575. Subsequent to year end we entered into four convertible notes for CDN $29,500 and US$ 345,081 and a draw-down facility for up to CDN $500,000. The Company has the ability to draw down this facility over a 12 month period. At the end of the first twelve month period the principal that is drawn will be either converted into equity or exchanged into a convertible note which will have a term of a further twelve (12) months and may converted into equity at the option of the holder.

To date we have relied on third parties to provide financing for our operations by way of convertible notes. The proceeds may not be sufficient to effectively develop our business to the fullest extent to allow us to maximize our revenue potential in which case we will need additional capital. We will need capital to allow us to acquire additional properties adjacent to our property to all for a more efficient use of drilling equipment and provide for the potential of a more economical mining operation. In addition we will need to provide the Company with working capital. The amount and timing of capital required and the timing will depend on when we are able to conclude agreements either to purchase additional land and the associated patented claims and/or enter into licensing or other working relationships to allow the Company to have access the largest mining asset base as possible within the financial constraints of the Company. If we are unable to generate sufficient cash flow from operations we will be required to raise additional funds either in the form of capital or debt. There are no assurances that we will be able to generate the necessary capital or debt to carry out our current plan of operations.

On September 30, 2012, TrioResources AG Inc. entered into a financing agreement with three separate investors in the aggregate amount of $621,049. In addition, on October 31, 2012, TrioResources AG Inc. entered into a similar financing agreement with the same 3 investors for an additional CDN $29,500 and US$ 345,081. The term of each note is for 2 years, bears interest at a rate of 10% per annum and can be converted into common stock, at any time by the Holder, at a price equal to the lower of: (i) $1.00 per share; or (ii) a 20% discount to the initial listing price or the price of any equity financing completed by the Company. Copies of the notes are attached hereto as Exhibits 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, and 10.12.

Additionally, on November 1, 2012, TrioResources AG Inc. entered into a Convertible Note Draw-Down Facility with Seagel Investment, Ltd. in the total amount of CDN $500,000. Pursuant to the terms of this Draw-Down Facility, TrioResources AG Inc. may request funds from Seagel Investment, Ltd. To date, TrioResources AG has received US $110,000 under this Draw-Down Facility. Every time a Draw-Down is completed, Seagel Investment, Ltd. receives a convertible note that bears interest at 10% per annum and converts into common stock at a price equal to the lower of: (i) $1.00 per share; or (ii) a 20% discount to the initial listing price or the price of any equity financing completed by the Company. A copy of the Draw-Down Facility is attached hereto as Exhibit10.13.

Critical Accounting Policies

The financial statements included in the Report have been prepared assuming that the Company will continue as a going concern. Since its inception in May 2012, the Company has not generated revenue and has incurred net losses. The Company has a working capital deficit of $42,575 as of September 30, 2012, incurred net losses accumulated during the development stage of $479,032. Accordingly, it has not generated cash flows from operations and has primarily relied upon advances from stockholders, promissory notes, advances from unrelated parties, and equity financing to fund its operations.

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP") and are expressed in US dollars. The Company's fiscal year-end is September 30. The Company's functional currency is Canadian dollars ("CDN"). Foreign currency translation adjustments have been reflected as an adjustment to Shareholders' Equity, Deficit.

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could materially differ from those estimates.

Comprehensive Income (Loss)

For the period ended September 30, 2012 there was a difference between net loss and comprehensive loss in the amount of $10,296 which represented the foreign currency translation adjustment.

Cash

Cash, includes deposits in banks which are unrestricted as to withdrawal or use.

Inventory

Inventory is comprised of ore baring material that is available for immediate concentration and processing. The amount of inventory purchased was 4,000 metric tonnes and is valued at $1,770, the lower of the original cost or fair market value.

Mineral Property and Exploration Costs

The Company has been in the exploration stage since its formation on May 16, 2012 and has been undertaking plans and taking steps to build a facility which in the near future will capable of processing ore. We have not yet realized any revenues from planned operations.

Before mineralization is classified as "proven and probable" reserves; costs are expensed and classified as *Mineral property and exploration costs*. Capitalization of mine development project costs, that meet the definition of an asset, begins once mineralization is classified as "proven and probable reserves. "

When it has been determined that a mineral property can be economically developed as a result of establishing proven and probable reserves, the costs incurred to acquire and develop such property are capitalized. Such costs will be amortized using the units-of-production method over the estimated life of the probable reserve. If mineral properties are subsequently abandoned or impaired, any capitalized costs will be charged to operations.

Mineral Properties

Mineral property acquisition costs are capitalized when incurred and will be amortized using the units –of – production method over the estimated life of the reserve following the commencement of production. If a mineral property is subsequently abandoned or impaired, any capitalized costs will be expensed in the period of abandonment or impairment.

Acquisition costs include cash consideration and the fair market value of shares issued on the acquisition of mineral properties.

Exploration Costs

Exploration costs, which include maintenance, development and exploration of mineral claims, are expensed as incurred. When it is determined that a mineral deposit can be economically developed as a result of establishing proven and probable reserves, the costs incurred after such determination will be capitalized and amortized over their useful lives. To date, the Company has not established the commercial feasibility of its exploration prospects; therefore, all exploration costs are being expensed.

Mining Rights

The Company has determined that its patented mining claims meet the definition of mineral resource asset, as defined by accounting standards, and are tangible assets. As a result, the costs of mining assets are initially capitalized as tangible assets when purchased. If proven and probable reserves are established for a property and it has been determined that a mineral property can be economically developed, costs will be amortized using the units-of-production method over the estimated life of the probable reserves. The Company's rights to extract minerals are not limited by time. For mining rights in which proven and probable reserves have not yet been established, the Company assesses the carrying value for impairment at the end of each reporting period. During the period ended September 30, 2012, the Company did not record any impairment charges.

Impairment of Long Lived Assets

The Company tests long-lived assets or asset groups for recoverability when events or changes in circumstances indicate that their carrying amount may not be recoverable. Circumstances which could trigger a review include, but are not limited to: significant decreases in the market price of the asset; significant adverse changes in the business climate or legal factors; accumulation of costs significantly in excess of the amount originally expected for the acquisition or construction of the asset; current period cash flow or operating losses combined with a history of losses or a forecast of continuing losses associated with the use of the asset; and current expectation that the asset will more likely than not be sold or disposed significantly before the end of its estimated useful life.

Recoverability is assessed based on the carrying amount of the asset and its fair value which is generally determined based on the sum of the undiscounted cash flows expected to result from the use and the eventual disposal of the asset, as well as specific appraisal in certain instances. An impairment loss is recognized when the carrying amount is not recoverable and exceeds fair value. Management believes no impairment exists as of September 30, 2012.

Fair Value Measurements and Fair Value of Financial Instruments

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date in the principal or most advantageous market. The Company uses a fair value hierarchy that has three levels of inputs, both observable and unobservable, Standards require that the utilization of the highest level of input to determine fair value.

Level 1 — quoted prices (unadjusted) in active markets for identical assets or liabilities;

Level 2 — observable inputs other than Level 1, quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, and model-derived prices whose inputs are observable or whose significant value drivers are observable; and
Level 3 — assets and liabilities whose significant value drivers are unobservable and cooberated by little or no market data.

Income Taxes

Deferred tax assets and liabilities are recognized for the expected tax consequences of temporary differences between the tax bases of assets and liabilities and their financial statement reported amounts, and for tax loss and credit carry-forwards. A valuation allowance is provided against deferred tax assets when it is determined to be more likely than not that the deferred tax asset will not be realized.

The Company determines its income tax expense in each of the jurisdictions in which it operates. The income tax expense includes an estimate of the current income tax expense, as well as deferred income tax expense, which results from the determination of temporary differences arising from the different treatment of items for book and tax purposes.

The Company files income tax returns in Canada and the Province of Ontario.

The Company assesses the likelihood of the financial statement effect of a tax position that should be recognized when it is more likely than not that the position will be sustained upon examination by a taxing authority based on the technical merits of the tax position, circumstances, and information available as of the reporting date. Management does not believe that there are any uncertain tax positions that would result in an asset or liability for taxes being recognized in the accompanying financial statements. The Company recognizes tax-related interest and penalties, if any, as a component of income tax expense.

Recently Issued Accounting Standards

In June 2011, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2011-05, *Presentation of Comprehensive Income* (“ASU No. 2011-05”), which improves the comparability, consistency, and transparency of financial reporting and increases the prominence of items reported in other comprehensive income ("OCI") by eliminating the option to present components of OCI as part of the statement of changes in stockholders' equity. The amendments in this standard require that all non-owner changes in stockholders' equity be presented either in a single continuous statement of comprehensive income or in two separate but consecutive statements. Subsequently in December 2011, the FASB issued Accounting Standards Update No. 2011-12, *Deferral of the Effective Date for Amendments to the Presentation of Reclassifications of Items Out of Accumulated Other Comprehensive Income* ("ASU No. 2011-12"), which indefinitely defers the requirement in ASU No. 2011-05 to present on the face of the financial statements reclassification adjustments for items that are reclassified from OCI to net income in the statement(s) where the components of net income and the components of OCI are presented. The amendments in these standards do not change the items that must be reported in OCI, when an item of OCI must be reclassified to net income, or change the option for an entity to present components of OCI gross or net of the effect of income taxes. The amendments in ASU No. 2011-05 and ASU No. 2011-12 are effective for interim and annual periods beginning after December 15, 2011 and are to be applied retrospectively. The adoption of the provisions of ASU No. 2011-05 and ASU No. 2011-12 in 2012 did not have a material impact on the presentation of the Company's financial statements.

Off-Balance Sheet Arrangements

We have no off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that are material to stockholders.

DESCRIPTION OF PROPERTY

Our principal executive offices are located at 100 King Street West, Suite 5600, Toronto, Ontario M5X 1B5. This office is a virtual office that we have contracted for a one-year lease where we pay $100/month in rent and have a virtual office and access to a conference room for meetings.

The mining properties are located at LOT 3, CON 4, Coleman Township, District of Temiskaming, Ontario, Canada.

The Company has ancillary offices until June 30, 2013 at 1053 Glenanna Road, Pickering, Ontario, L1V 5E4. It is a one-year lease for corporate offices at a lease amount of $1,500/month.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table shows the beneficial ownership of our Common Stock as of the closing of the Share Exchange held by (i) each person known to us to be the beneficial owner of more than five percent (5%) of our Common and Preferred Stock; (ii) each director; (iii) each executive officer; and (iv) all directors and executive officers as a group.

Beneficial ownership is determined in accordance with the rules of the SEC, and generally includes voting power and/or investment power with respect to the securities held. Shares of Common Stock subject to options and warrants currently exercisable or exercisable within 60 days of the closing of the Share Exchange, are deemed outstanding and beneficially owned by the person holding such options or warrants for purposes of computing the number of shares and percentage beneficially owned by such person, but are not deemed outstanding for purposes of computing the percentage beneficially owned by any other person. Except as indicated in the footnotes to this table, the persons or entities named have sole voting and investment power with respect to all shares of our Common Stock shown as beneficially owned by them.

The percentages below are based on fully diluted shares of our Common Stock equivalents as of the closing of the Share Exchange. Unless otherwise indicated, the principal address of each of the persons below is c/o Allied Technologies Group, Inc., 100 King Street West, Suite 5600, Toronto, Ontario M5X 1C9.

Executive Officers and Directors	Number of Shares of Common Stock and Preferred Stock Beneficially Owned	Percentage of Ownership(1)
J. Duncan Reid	977,530(1)	28.9%
Donald J. Page	1,000	Less than 1%
Sam Kerr	250	Less than 1%
All Directors and Officers as a Group (3 persons)	**978,780**	28.9%
Other 5% Shareholders:		
None		

(1) Based on 3,381,000 shares of Common Stock outstanding as of December 14, 2012, after the closing of the Share Exchange and cancellation of the 1,500,000 shares owned by Ihar Yaravenka.

DIRECTORS AND EXECUTIVE OFFICERS

Effective upon the closing of the Share Exchange, Ihar Yaravenka resigned from his position as the sole member of our Board of Directors and as the sole officers of the Company. Also effective upon the closing of the Share Exchange, J. Duncan Reid, Donald J. Page, and Sam Kerr were appointed to our Board of Directors to fill the vacancies created by the resignation of Mr. Yaravenka. In addition, our Board of Directors appointed Mr. Reid to serve as our Chief Executive Officer and Chairman of the Board, Mr. Page to serve as our Chief Financial Officer, and Mr. Kerr to serve as our Vice President of Business Development, effective immediately upon the closing of the Share Exchange.

The following sets forth information about our directors and executive officers as of the date of this Report and following the closing of the Share Exchange:

Name	Age	Position
J. Duncan Reid	53	Chief Executive Officer, Chairman of the Board
Donald J. Page	59	Chief Financial Officer and Director
Sam Kerr	26	Vice President, Business Development and Director

J. Duncan Reid, age 53, CEO & Chairman of the Board. J. Duncan Reid has more than 30 years of experience in a variety of industries, serving in senior management roles in both private and publicly held companies. Since 2003, Mr. Reid has served as the owner and operator of 2023682 Ontario Inc., a privately held Canadian mining company. He is the founder and since 1997 has served as the CEO of KMA Global Solutions International Inc. (OTCBB: KMAG), a manufacturer and supplier of electronic article surveillance tagging solutions. He has functioned as an asset owner in the mining industry for over ten years, during which time he has established a unique position for TrioResources AG to surpass its competitors. During this time, Mr. Reid has developed both the technical and managerial skills necessary in order to establish, expand, and transform junior mining companies to the next level, and prepare them for growth. Mr. Reid earned a Bachelor of Commerce from the University of Windsor, with Honours.

Donald J. Page, CPA C. A., age 59, CFO and Director. Donald J. Page is a strategic senior financial manager with hands on experience working with Board of Directors, banks, lawyers and investment bankers. Since 1986 he has served as the president of Glister Limited. From February 2012 through October 2012 he served as the CFO of ADcentricity Corporation a digital media advertising technology company. He served as the Vice President of Finance of Carta Solution Inc. from March 2009 to March 2010. From March 2002 to September 2003, he was the Vice Chairman of Kingsdale Capital Partners Inc., a fiscal advisory and financial services firm. Mr. Page is a Chartered Account and member of the Ontario Institute of Chartered Accountant. He has strong competencies in budget management, financial forecasts, tax issues, mergers and acquisitions, and is well versed in corporate governance, complex business and tax issues. He has served as a lecturer in introductory income tax at York University in Toronto. He earned his Bachelor of Arts from University of Western Ontario, Huron College.

Sam Kerr, age 26, Vice President of Business Development and Director. Sam Kerr has served in a variety of capacities in the securities and private equity related fields. He has experience with management and raising capital for start-up enterprises. Mr. Kerr is a co-founder and since June 2011 has served as the Managing Director of Impavidus Investment Group, LLC, a private investment firm. From June 2010 to June 2011 he served as the Vice President of Business Development for Raw Brokers USA, LLC. From May 2007 to June 2010 he served as an Account Executive and Consultant for Edenville Consultants Inc. Mr. Kerr earned his Bachelor of Arts from the University of Toronto, with Honour.

Corporate Governance

The business and affairs of the Company are managed under the direction of the Board of Directors (the "Board"), which is currently comprised of J. Duncan Reid, Donald J. Page, and Sam Kerr.

Term of Office

Directors are appointed for a one-year term to hold office until the next annual general meeting of stockholders or until removed from office in accordance with our bylaws. Our officers are appointed by our Board and hold office until removed by our Board.

All officers and directors listed above will remain in office until the next annual meeting of our stockholders, and until their successors have been duly elected and qualified. Our bylaws provide that officers are appointed annually by our Board and each executive officer serves at the discretion of our Board.

Director Independence

We use the definition of "independence" of The NASDAQ Stock Market to make this determination. NASDAQ Listing Rule 5605(a)(2) provides that an "independent director" is a person other than an officer or employee of the company or any other individual having a relationship which, in the opinion of the Company's Board, would interfere with the exercise of independent judgment in carrying out the responsibilities of a director. The NASDAQ listing rules provide that a director cannot be considered independent if:

- the director is, or at any time during the past three years was, an employee of the company;
- the director or a family member of the director accepted any compensation from the company in excess of $120,000 during any period of 12 consecutive months within the three years preceding the independence determination (subject to certain exclusions, including, among other things, compensation for board or board committee service);
- a family member of the director is, or at any time during the past three years was, an executive officer of the company;
- the director or a family member of the director is a partner in, controlling stockholder of, or an executive officer of an entity to which the company made, or from which the company received, payments in the current or any of the past three fiscal years that exceed 5% of the recipient's consolidated gross revenue for that year or $200,000, whichever is greater (subject to certain exclusions);
- the director or a family member of the director is employed as an executive officer of an entity where, at any time during the past three years, any of the executive officers of the company served on the compensation committee of such other entity; or
- the director or a family member of the director is a current partner of the company's outside auditor, or at any time during the past three years was a partner or employee of the company's outside auditor, and who worked on the company's audit.

We have determined that none of our directors are considered "independent" as defined by applicable SEC rules and NASDAQ Stock Market listing standards.

Board Committees

We do not currently have committees of the Board.

Family Relationships

There are no family relationships among any of our officers or directors.

Involvement in Certain Legal Proceedings

To our knowledge, none of our current directors or executive officers has, during the past ten years:

- been convicted in a criminal proceeding or been subject to a pending criminal proceeding (excluding traffic violations and other minor offenses);
- had any bankruptcy petition filed by or against the business or property of the person, or of any partnership, corporation or business association of which he was a general partner or executive officer, either at the time of the bankruptcy filing or within two years prior to that time;
- been subject to any order, judgment, or decree, not subsequently reversed, suspended or vacated, of any court of competent jurisdiction or federal or state authority, permanently or temporarily enjoining, barring, suspending or otherwise limiting, his involvement in any type of business, securities, futures, commodities, investment, banking, savings and loan, or insurance activities, or to be associated with persons engaged in any such activity;
- been found by a court of competent jurisdiction in a civil action or by the SEC or the Commodity Futures Trading Commission to have violated a federal or state securities or commodities law, and the judgment has not been reversed, suspended, or vacated;
- been the subject of, or a party to, any federal or state judicial or administrative order, judgment, decree, or finding, not subsequently reversed, suspended or vacated (not including any settlement of a civil proceeding among private litigants), relating to an alleged violation of any federal or state securities or commodities law or regulation, any law or regulation respecting financial institutions or insurance companies including, but not limited to, a temporary or permanent injunction, order of disgorgement or restitution, civil money penalty or temporary or permanent cease-and-desist order, or removal or prohibition order, or any law or regulation prohibiting mail or wire fraud or fraud in connection with any business entity; or
- been the subject of, or a party to, any sanction or order, not subsequently reversed, suspended or vacated, of any self-regulatory organization (as defined in Section 3(a)(26) of the Exchange Act), any registered entity (as defined in Section 1(a)(29) of the Commodity Exchange Act), or any equivalent exchange, association, entity or organization that has disciplinary authority over its members or persons associated with a member.

Except as set forth in our discussion below in "Certain Relationships and Related Transactions," none of our directors or executive officers has been involved in any transactions with us or any of our directors, executive officers, affiliates or associates which are required to be disclosed pursuant to the rules and regulations of the SEC.

Code of Ethics

The Company has not currently adopted a code of ethics.

EXECUTIVE COMPENSATION

The following table provides information regarding the compensation earned during the period from May 16, 2012 (date of inception) to the Company's fiscal year end September 30, 2012 by our Chief Executive Officer and the two next most highly compensated executive officers.

Name/Position	Year	Salary	Bonus	Option Awards	Total
J. Duncan Reid, CEO	2012	$ 97,500(1)	$ 0	$ 0	$ 97,500
Donald J. Page, CFO	2012(2)	$ 0	$ 0	$ 0	$ 0
Sam Kerr, VP, Business Development	2012	$ 9,600	$ 0	$ 0	$ 9,600

(1) Of the $97,500, J. Duncan Reid was paid cash of $95,000 and has agreed to accrue $2,500 of unpaid wages.

(2) Donald J. Page was a consultant to TrioResouces AG Inc. from October 15, 2012 to November 30, 2012 and was hired by TrioResources AG Inc. as CFO on December 1, 2012 and therefore was not paid any compensation prior to September 30, 2012.

Employment Agreements

We have entered into employment agreements with our officers and directors.

Pursuant to their respective employment agreements, Mr. Reid has a base salary of CDN $240,000 (approximately US$241,704) per year, and Messrs. Page and Kerr each have a base salary of CDN $120,000 (approximately US$120,852) per year, which begin on December 1, 2012 and November 26, 2012 respectively . Each of the executive officers is eligible to receive discretionary bonus but none has ever received a bonus from the Company and the Company does not have a history giving bonuses at this time.

Copies of each of these employment agreements are incorporate by reference and attached hereto as Exhibits 10.3, 10.4 and 10.5. These employment agreements will be assumed by the Company following the Merger.

Director Compensation

Directors of the Company do not receive any cash compensation.

Outstanding Equity Awards at Fiscal Year-End Table

At September 30, 2012, Trio and Allied had no outstanding equity awards.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Related Party Transactions

On May 17, 2012, Trio entered into a purchase agreement ("Purchase Agreement") with 2023682 Ontario Inc. DBA Canamet Resources and Jeffrey D. Reid ("Ontario Inc.") under which Trio purchased certain of the assets of Ontario Inc., which includes the mining claims and equipment currently owned by Trio. Under the terms of the Purchase Agreement, Trio paid Ontario Inc. CDN $100,000 (approximately US$100,710) and issued a convertible note to Ontario Inc. in the amount of CDN $500,000 (the "Vendor Note"). This note is due two years from the date of issuance and accrues interest at 3% per annum. Should the Company be successful in a 'going public' transaction it is convertible into common shares of the Company at the average 5 day bid price within 30 days of the Company's 'going public' event. This convertible note may be repaid at any time without penalty or bonus. This convertible note is interest free for the first 12 months post-closing of the asset purchase, thereafter it accrues interest at the rate of 3% per annum.

J. Duncan Reid, the CEO and Chairman of the Board of Trio, is also the president of Ontario Inc. In addition, Mr. Reid owns 100% of the issued and outstanding equity of Ontario Inc.

Director Independence

Our Common Stock is not currently quoted or listed on any national exchange or interdealer quotation system with a requirement that a majority of our board of directors be independent and, therefore, the Company is not subject to any director independence requirements. Under NASDAQ Rule 5605(a)(2)(A), a director is not considered to be independent if he or she also is an executive officer or employee of the corporation. Under such definition, we do not have any independent directors. Our Board does not have any committees.

LEGAL PROCEEDINGS

From time to time, we may become involved in various lawsuits and legal proceedings, which arise in the ordinary course of business. Litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm business. We are currently not aware of any such legal proceedings or claims that will have, individually or in the aggregate, a material adverse effect on our business, financial condition or operating results.

MARKET PRICE AND DIVIDENDS ON OUR COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Market Information

Our common stock is listed on OTCBB, under the symbol "ALIE". However, there is no active market for our Common Stock and our Common Stock has never been traded.

After the effectiveness of the Company's Name Change to Trio Resources, Inc., the Company plans on submitting an application to FINRA to change its ticker symbol. The Company has not yet determined which ticker symbols it will request from FINRA.

Holders

As of the Closing Date and after giving effect to the Share Exchange, 3,381,000 shares of Common Stock were issued and outstanding, which were held by approximately 59 holders of record.

Of the 3,381,000 shares of Common Stock issued and outstanding, 2,291,000 of such shares are restricted shares under the Securities Act. None of these restricted shares are eligible for resale absent registration or an exemption from registration under the Securities Act. As of the date hereof, the exemption from registration provided by Rule 144 under the Securities Act is not available for these shares pursuant to Rule 144(i).

Dividends

We have never declared or paid a cash dividend. Any future decisions regarding dividends will be made by our Board of Directors. We currently intend to retain and use any future earnings for the development and expansion of our business and do not anticipate paying any cash dividends in the foreseeable future. Our Board of Directors has complete discretion on whether to pay dividends. Even if our Board of Directors decides to pay dividends, the form, frequency and amount will depend upon our future operations and earnings, capital requirements and surplus, general financial condition, contractual restrictions and other factors that the Board of Directors may deem relevant.

Penny Stock

Our Common Stock is subject to provisions of Section 15(g) and Rule 15g-9 of the Exchange Act, commonly referred to as the "penny stock rule." Section 15(g) sets forth certain requirements for transactions in penny stock, and Rule 15g-9(d) incorporates the definition of "penny stock" that is found in Rule 3a51-1 of the Exchange Act. The SEC generally defines a penny stock to be any equity security that has a market price less than $5.00 per share, subject to certain exceptions. The Company is subject to the SEC's penny stock rules.

Since the Common Stock will be deemed to be penny stock, trading in the shares of our common stock is subject to additional sales practice requirements on broker-dealers who sell penny stock to persons other than established customers and accredited investors. "Accredited investors" are persons with assets in excess of $1,000,000 or annual income exceeding $200,000 or $300,000 together with their spouse. For transactions covered by these rules, broker-dealers must make a special suitability determination for the purchase of such security and must have the purchaser's written consent to the transaction prior to the purchase. Additionally, for any transaction involving a penny stock, unless exempt the rules require the delivery, prior to the first transaction of a risk disclosure document, prepared by the SEC, relating to the penny stock market. A broker-dealer also must disclose the commissions payable to both the broker-dealer and the registered representative and current quotations for the securities. Finally, monthly statements must be sent disclosing recent price information for the penny stocks held in an account and information to the limited market in penny stocks. Consequently, these rules may restrict the ability of broker-dealer to trade and/or maintain a market in our common stock and may affect the ability of the Company's stockholders to sell their shares of common stock.

Securities Authorized for Issuance under Equity Compensation Plans

We do not have in effect any compensation plans under which our equity securities are authorized for issuance. The Company intends to adopt an equity compensation plan in which its directors, officers, employees and consultants shall be eligible to participate. However, no formal steps have been taken as of the date of this Report to adopt such a plan.

RECENT SALES OF UNREGISTERED SECURITIES

Reference is made to the disclosure set forth under Item 3.02 of this Report, which disclosure is incorporated by reference into this section.

DESCRIPTION OF SECURITIES

Introduction

In the discussion that follows, we have summarized selected provisions of our articles of incorporation, bylaws and Nevada law relating to our capital stock. This summary is not complete. This discussion is subject to the relevant provisions of Nevada law and is qualified in its entirety by reference to our articles of incorporation and our bylaws. You should read the provisions of our certificate of incorporation and our bylaws as currently in effect for provisions that may be important to you.

Authorized Capital Stock

Prior to the Closing of the Share Exchange, the total authorized shares of capital stock of the Company currently consists of 75,000,000 shares of common stock, par value $0.001 per share. As a condition to the Share Exchange and upon the effectiveness of the Charter Amendment, the Company has approved and is authorized to increase the number of authorized shares from 75,000,000 shares to 400,000,000 shares.

Common Stock

Holders of our common stock are entitled to receive notice of and to attend all meetings of our stockholders, and to one vote for each share on all matters submitted to a stockholder vote. Holders of common stock do not have cumulative voting rights. Therefore, holders of a majority of the shares of common stock voting for the election of directors can elect all of the directors. Holders of our common stock representing a majority of the voting power of our capital stock issued, outstanding and entitled to vote, represented in person or by proxy, are necessary to constitute a quorum at any meeting of our stockholders. A vote by the holders of a majority of our outstanding shares is required to effectuate certain fundamental corporate changes such as liquidation, merger or an amendment to our articles of incorporation.

In the event of liquidation, dissolution or winding up, each outstanding share entitles its holder to participate pro rata in all assets that remain after payment of liabilities and after providing for each class of stock, if any, having preference over the common stock. Holders of our common stock have no pre-emptive rights, no conversion rights and there are no redemption provisions applicable to our common stock.

As of December 14, 2012 and immediately following the Share Exchange, including the cancellation of the 1,500,000 shares of common stock owned by Ihar Yaravenka and the issuance of 161,000 shares to Seagel Investment per its Consulting Agreement, 3,381,000 shares of Common Stock were issued and outstanding, which were held by 59 holders of record. Following the effectiveness of the Forward Stock Split, which we expect to be effective within 10 days of the closing of the Share Exchange, there will be 338,100,000 shares of Common Stock issued and outstanding.

Dividends

Holders of common stock are entitled to share in all dividends that the board of directors, in its discretion, declares from legally available funds. We have not paid any cash dividends on our Common Stock and do not plan to pay any such dividends in the foreseeable future. We currently intend to use all available funds to develop our business. We can give no assurances that we will ever have excess funds available to pay dividends.

Anti-takeover Effects of Our Articles of Incorporation and By-laws

Our Articles of Incorporation and Bylaws contain certain provisions that may have anti-takeover effects, making it more difficult for or preventing a third party from acquiring control of our Company or changing our Board of Directors and management. According to our Bylaws and Articles of Incorporation, neither the holders of our common stock nor the holders of our preferred stock have cumulative voting rights in the election of our directors. The combination of the present ownership by a few stockholders of a significant portion of our issued and outstanding common stock and lack of cumulative voting makes it more difficult for other stockholders to replace our Board of Directors or for a third party to obtain control of our Company by replacing our Board of Directors.

Anti-takeover Effects of Nevada Law

Business Combinations

The "business combination" provisions of Sections 78.411 to 78.444, inclusive, of the Nevada Revised Statutes, or NRS, generally prohibit a Nevada corporation with at least 200 stockholders of record, a "resident domestic corporation," from engaging in various "combination" transactions with any "interested stockholder" unless certain conditions are met or the corporation has elected in its articles of incorporation to not be subject to these provisions.

A "combination" is generally defined to include (a) a merger or consolidation of the resident domestic corporation or any subsidiary of the resident domestic corporation with the interested stockholder or affiliate or associate of the interested stockholder; (b) any sale, lease, exchange, mortgage, pledge, transfer, or other disposition, in one transaction or a series of transactions, by the resident domestic corporation or any subsidiary of the resident domestic corporation to or with the interested stockholder or affiliate or associate of the interested stockholder having: (i) an aggregate market value equal to 5% or more of the aggregate market value of the assets of the resident domestic corporation, (ii) an aggregate market value equal to 5% or more of the aggregate market value of all outstanding shares of the resident domestic corporation, or (iii) 10% or more of the earning power or net income of the resident domestic corporation; (c) the issuance or transfer in one transaction or series of transactions of shares of the resident domestic corporation or any subsidiary of the resident domestic corporation having an aggregate market value equal to 5% or more of the resident domestic corporation to the interested stockholder or affiliate or associate of the interested stockholder; and (d) certain other transactions with an interested stockholder or affiliate or associate of the interested stockholder.

An "interested stockholder" is generally defined as a person who, together with affiliates and associates, owns (or within three years, did own) 10% or more of a corporation's voting stock. An "affiliate" of the interested stockholder is any person that directly or indirectly through one or more intermediaries is controlled by or is under common control with the interested stockholder. An "associate" of an interested stockholder is any (a) corporation or organization of which the interested stockholder is an officer or partner or is directly or indirectly the beneficial owner of 10% or more of any class of voting shares of such corporation or organization; (b) trust or other estate in which the interested stockholder has a substantial beneficial interest or as to which the interested stockholder serves as trustee or in a similar fiduciary capacity; or (c) relative or spouse of the interested stockholder, or any relative of the spouse of the interested stockholder, who has the same home as the interested stockholder.

If applicable, the prohibition is for a period of two years after the date of the transaction in which the person became an interested stockholder, unless such transaction is approved by the board of directors prior to the date the interested stockholder obtained such status; or the combination is approved by the board of directors and thereafter is approved at a meeting of the stockholders by the affirmative vote of stockholders representing at least 60% of the outstanding voting power held by disinterested stockholders; and extends beyond the expiration of the two-year period, unless (a) the combination was approved by the board of directors prior to the person becoming an interested stockholder; (b) the transaction by which the person first became an interested stockholder was approved by the board of directors before the person became an interested stockholder; (c) the transaction is approved by the affirmative vote of a majority of the voting power held by disinterested stockholders at a meeting called for that purpose no earlier than two years after the date the person first became an interested stockholder; or (d) if the consideration to be paid to all stockholders other than the interested stockholder is, generally, at least equal to the highest of: (i) the highest price per share paid by the interested stockholder within the three years immediately preceding the date of the announcement of the combination or in the transaction in which it became an interested stockholder, whichever is higher, plus compounded interest and less dividends paid, (ii) the market value per share of common shares on the date of announcement of the combination and the date the interested stockholder acquired the shares, whichever is higher, plus compounded interest and less dividends paid, or (iii) for holders of preferred stock, the highest liquidation value of the preferred stock, plus accrued dividends, if not included in the liquidation value. With respect to (i) and (ii) above, the interest is compounded at the rate for one-year United States Treasury obligations from time to time in effect.

Applicability of the Nevada business combination law would discourage parties interested in taking control of our company if they cannot obtain the approval of our board of directors. These provisions could prohibit or delay a merger or other takeover or change in control attempt and, accordingly, may discourage attempts to acquire our company even though such a transaction may offer our stockholders the opportunity to sell their stock at a price above the prevailing market price. The Company has not opted out of the business combination provisions, but currently has fewer than 200 stockholders of record so it does not currently apply to us.

Control Share Acquisitions

The "control share" provisions of Sections 78.378 to 78.3793, inclusive, of the NRS, apply to "issuing corporations," which are Nevada corporations with at least 200 stockholders of record, including at least 100 stockholders of record who are Nevada residents, and which conduct business directly or indirectly in Nevada, unless the corporation has elected to not be subject to these provisions.

The control share statute prohibits an acquirer of shares of an issuing corporation, under certain circumstances, from voting its shares of a corporation's stock after crossing certain ownership threshold percentages, unless the acquirer obtains approval of the target corporation's disinterested stockholders. The statute specifies three thresholds: (a) one-fifth or more but less than one-third, (b) one-third but less than a majority, and (c) a majority or more, of the outstanding voting power. Generally, once a person acquires shares in excess of any of the thresholds, those shares and any additional shares acquired within 90 days thereof become "control shares" and such control shares are deprived of the right to vote until disinterested stockholders restore the right. These provisions also provide that if control shares are accorded full voting rights and the acquiring person has acquired a majority or more of all voting power, all other stockholders who do not vote in favor of authorizing voting rights to the control shares are entitled to demand payment for the fair value of their shares in accordance with statutory procedures established for dissenters' rights.

A corporation may elect to not be governed by, or "opt out" of, the control share provisions by making an election in its articles of incorporation or bylaws, provided that the opt-out election must be in place on the 10th day following the date an acquiring person has acquired a controlling interest, that is, crossing any of the three thresholds described above. We have not opted out of the control share statutes, but currently has fewer than 200 stockholders of record so it does not currently apply to us.

The effect of the Nevada control share statute is that the acquiring person, and those acting in association with the acquiring person, will obtain only such voting rights in the control shares as are conferred by a resolution of the stockholders at an annual or special meeting. The Nevada control share law, if applicable, could have the effect of discouraging takeovers of our company.

INDEMNIFICATION OF DIRECTORS AND OFFICERS

We are a Nevada corporation and generally governed by the Nevada Private Corporations Code, Title 78 of the Nevada Revised Statutes, or NRS.

Section 78.138 of the NRS provides that, unless the corporation's Articles of Incorporation provide otherwise, a director or officer will not be individually liable unless it is proven that (i) the director's or officer's acts or omissions constituted a breach of his or her fiduciary duties, and (ii) such breach involved intentional misconduct, fraud, or a knowing violation of the law. Our Articles of Incorporation provide that no director or officer shall be personally liable to the corporation or any of its stockholders for damages for any breach of fiduciary duty as a director or officer except for liability of a director or officer for (i) acts or omissions involving intentional misconduct, fraud, or a knowing violation of law or (ii) payment of dividends in violation of Section 78-300 of the NRS.

Section 78.7502 of the NRS permits a company to indemnify its directors and officers against expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with a threatened, pending, or completed action, suit, or proceeding, if the officer or director (i) is not liable pursuant to NRS 78.138, or (ii) acted in good faith and in a manner the officer or director reasonably believed to be in or not opposed to the best interests of the corporation and, if a criminal action or proceeding, had no reasonable cause to believe the conduct of the officer or director was unlawful. Section 78.7502 of the NRS also precludes indemnification by the corporation if the officer or director has been adjudged by a court of competent jurisdiction, after exhaustion of all appeals, to be liable to the corporation or for amounts paid in settlement to the corporation, unless and only to the extent that the court determines that in view of all the circumstances, the person is fairly and reasonably entitled to indemnity for such expenses and requires a corporation to indemnify its officers and directors if they have been successful on the merits or otherwise in defense of any claim, issue, or matter resulting from their service as a director or officer.

Section 78.751 of the NRS permits a Nevada company to indemnify its officers and directors against expenses incurred by them in defending a civil or criminal action, suit, or proceeding as they are incurred and in advance of final disposition thereof, upon determination by the stockholders, the disinterested board members, or by independent legal counsel. Section 78.751 of NRS requires a corporation to advance expenses as incurred upon receipt of an undertaking by or on behalf of the officer or director to repay the amount if it is ultimately determined by a court of competent jurisdiction that such officer or director is not entitled to be indemnified by the company if so provided in the corporations articles of incorporation, bylaws, or other agreement. Section 78.751 of the NRS further permits the company to grant its directors and officers additional rights of indemnification under its articles of incorporation, bylaws, or other agreement.

Section 78.752 of the NRS provides that a Nevada company may purchase and maintain insurance or make other financial arrangements on behalf of any person who is or was a director, officer, employee, or agent of the company, or is or was serving at the request of the company as a director, officer, employee, or agent of another company, partnership, joint venture, trust, or other enterprise, for any liability asserted against him and liability and expenses incurred by him in his capacity as a director, officer, employee, or agent, or arising out of his status as such, whether or not the company has the authority to indemnify him against such liability and expenses.

The Bylaws implement the indemnification provisions permitted by Chapter 78 of the NRS by providing that the Company:

- shall and does hereby indemnify and hold harmless each person and their heirs and administrators who shall serve at any time hereafter as a Director or Officer of the Corporation from and against any and all claims, judgments and liabilities to which such persons shall become subject by reason of their having heretofore or hereafter been a Director or Officer of the Corporation, or by reason of any action alleged to have heretofore or hereafter taken or omitted to have been taken by him as such Director or Officer, and shall reimburse each such person for all legal and other expenses reasonably incurred by him in connection with any such claim or liability, including power to defend such persons from all suits or claims as provided for under the provisions of the Nevada Revised Statutes; provided, however, that no such persons shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of his (or her) own negligence or willful misconduct. The rights accruing to any person under the foregoing provisions of this section shall not exclude any other right to which he or she may lawfully be entitled, nor shall anything herein contained restrict the right of the Corporation to indemnify or reimburse such person in any proper case, even though not specifically herein provided for. The Corporation, its Directors, Officers, employees and agents shall be fully protected in taking any action or making any payment, or in refusing so to do in reliance upon the advice of counsel.

At the present time, there is no pending litigation or proceeding involving a director, officer, employee, or other agent of ours in which indemnification would be required or permitted. We are not aware of any threatened litigation or proceeding that may result in a claim for such indemnification.

Stock Transfer Agent

Our stock transfer agent is VStock Transfer, LLC, 77 Spruce Street, Suite 201, Cedarhurst, NY 11516.

CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

The disclosures in Item 4.01 below are hereby incorporated by reference to this Item 2.01.

Item 3.02 Unregistered Sales of Equity Securities.

The information contained in Item 1.01 above is incorporated herein by reference in response to this Item 3.02.

In connection with the Exchange Agreement, on December 14, 2012, we issued an aggregate of 2,130,000 shares of our common stock to the Trio Shareholders. We received in exchange from the Trio Shareholders the 2,130,000 shares of TrioResources AG Inc., representing 100% of the issued and outstanding shares of TrioResources AG Inc., which exchange resulted in TrioResources AG Inc. becoming our wholly-owned subsidiary. *The shares of common stock of Allied issued to the Trio Shareholders in connection with the Share Exchange, and the original issuance of common stock of Trio to the Trio Shareholders, were offered and sold in a private transaction in reliance upon exemptions from registration pursuant to Section 4(2) of the Securities Act and Regulation S promulgated under the Securities Act. Such reliance on Section 4(2) of the Securities Act was based upon the following factors: (a) the issuance of the securities was an isolated private transaction by us which did not involve a public offering; (b) there were only a limited number of offerees; (c) there were no subsequent or contemporaneous public offerings of the securities by us; (d) the securities were not broken down into smaller denominations; and (e) the negotiations for the sale of the stock took place directly between the offerees and us. Our reliance on Regulation S was based on that such shareholders were not a "U.S. person" as that term is defined in Rule 902(k) of Regulation S under the Act, and that such shareholders were acquiring our common stock, for investment purposes for their own respective accounts and not as nominees or agents, and not with a view to the resale or distribution thereof, and that the shareholders understood that the shares of our common stock may not be sold or otherwise disposed of without registration under the Securities Act or an applicable exemption therefrom.*

On September 30, 2012, TrioResources AG Inc. entered into a financing agreement with three separate investors in the aggregate amount of $621,049 for the sale of convertible notes. In addition, on October 31, 2012, TrioResources AG Inc. entered into a similar financing agreement with the same 3 investors for an additional CDN $ 29,500 and US$ 345,081. These convertible notes were assigned and assumed to us in connection with the Exchange Agreement. *The convertible notes were offered and sold in a private transaction in reliance upon exemptions from registration pursuant to Section 4(2) of the Securities Act and Regulation S promulgated under the Securities Act. Such reliance on Section 4(2) of the Securities Act was based upon the following factors: (a) the issuance of the securities was an isolated private transaction by us which did not involve a public offering; (b) there were only a limited number of offerees; (c) there were no subsequent or contemporaneous public offerings of the securities by us; (d) the securities were not broken down into smaller denominations; and (e) the negotiations for the sale of the stock took place directly between the offerees and us. Our reliance on Regulation S was based on that such shareholders were not a "U.S. person" as that term is defined in Rule 902(k) of Regulation S under the Act, and that such shareholders were acquiring our common stock, for investment purposes for their own respective accounts and not as nominees or agents, and not with a view to the resale or distribution thereof, and that the shareholders understood that the shares of our common stock may not be sold or otherwise disposed of without registration under the Securities Act or an applicable exemption therefrom.*

On November 1, 2012, TrioResources AG Inc. entered into a Convertible Note Draw-Down Facility with Seagel Investment, Ltd. in the total amount of CDN $ 500,000. Pursuant to the terms of this Draw-Down Facility, TrioResources AG Inc. may request funds from Seagel Investment, Ltd. Every time a Draw-Down is completed, Seagel Investment, Ltd. receives a convertible note that bears interest at 10% per annum and converts into common stock at a price equal to the lower of: (i) $1.00 per share; or (ii) a 20% discount to the initial listing price or the price of any equity financing completed by the Company. These convertible notes were assigned and assumed to us in connection with the Exchange Agreement. *The Draw-Down Facility was issued and sold in a private transaction in reliance upon exemptions from registration pursuant to Section 4(2) of the Securities Act and Regulation S promulgated under the Securities Act. Such reliance on Section 4(2) of the Securities Act was based upon the following factors: (a) the issuance of the securities was an isolated private transaction by us which did not involve a public offering; (b) there were only a limited number of offerees; (c) there were no subsequent or contemporaneous public offerings of the securities by us; (d) the securities were not broken down into smaller denominations; and (e) the negotiations for the sale of the stock took place directly between the offerees and us. Our reliance on Regulation S was based on that such shareholders were not a "U.S. person" as that term is defined in Rule 902(k) of Regulation S under the Act, and that such shareholders were acquiring our common stock, for investment purposes for their own respective accounts and not as nominees or agents, and not with a view to the resale or distribution thereof, and that the shareholders understood that the shares of our common stock may not be sold or otherwise disposed of without registration under the Securities Act or an applicable exemption therefrom.*

On May 17, 2012, TrioResources AG Inc. entered into a Consulting Agreement with Seagel Investment Corp. Per the Consulting Agreement, Seagel is entitled to 5% of the number of shares issued and outstanding immediately following the closing of a "going public' transaction. In connection with the Exchange Agreement, we issued Seagel Investment Corp a total of 161,000 shares, or 5% of the total number of shares outstanding following the Exchange Agreemetn. *The shares were issued in reliance upon exemptions from registration pursuant to Section 4(2) of the Securities Act and Regulation S promulgated under the Securities Act. Such reliance on Section 4(2) of the Securities Act was based upon the following factors: (a) the issuance of the securities was an isolated private transaction by us which did not involve a public offering; (b) there were only a limited number of offerees; (c) there were no subsequent or contemporaneous public offerings of the securities by us; (d) the securities were not broken down into smaller denominations; and (e) the negotiations for the sale of the stock took place directly between the offerees and us. Our reliance on Regulation S was based on that such shareholders were not a "U.S. person" as that term is defined in Rule 902(k) of Regulation S under the Act, and that such shareholders were acquiring our common stock, for investment purposes for their own respective accounts and not as nominees or agents, and not with a view to the resale or distribution thereof, and that the shareholders understood that the shares of our common stock may not be sold or otherwise disposed of without registration under the Securities Act or an applicable exemption therefrom.*

Item 4.01. Changes in Registrant's Certifying Accountant.

(a) Dismissal of Independent Accountant Previously Engaged as Principal Accountant.

On December 14, 2012, the Company dismissed Silberstein Ungar, PLLC CPAs ("Silberstein"), as the independent registered public accounting firm of the Company. The dismissal was approved by the Board of Directors.

The reports of Silberstein on the financial statements of the Company for the fiscal years ended September 30, 2012 and 2011, did not contain any adverse opinion or a disclaimer of opinion, and were not qualified or modified as to uncertainty, audit scope or accounting principles except an explanatory paragraph as to an uncertainty with respect to the Company's ability to continue as a going concern.

During the fiscal years ended September 30, 2012 and 2011, and through the date of this report, there were no (1) disagreements with Silberstein on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements if not resolved to the satisfaction of Silberstein, would have caused them to make reference thereto in their reports on the financial statements for such years; or (2) "reportable events" as defined in Item 304(a)(1)(v) of Regulation S-K.

The Company has requested that Silberstein furnish it with a letter addressed to the SEC stating whether or not it agrees with the above statements and, if not, stating the respects in which it does not agree. A copy of such letter, dated December 14, 2012, indicating that it is in agreement with such disclosures is filed as Exhibit 16.1 to this Form 8-K.

(b) Engagement of New Independent Accountant as Principal Accountant.

On December 14, 2012, the Board of Directors approved the appointment of MNP LLP ("MNP") as the independent registered public accounting firm of the Company.

During the Company's most recent fiscal years, neither the Company nor anyone on behalf of the Company consulted with MNP regarding the application of accounting principles to any specific completed or contemplated transaction, or the type of audit opinion that might be rendered on the Company's financial statements, and MNP did not provide any written or oral advice that was an important factor considered by the Company in reaching a decision as to any accounting, auditing or financial reporting issue or any matter that was the subject of a "disagreement" or a "reportable event," as such terms are defined in Item 304(a)(1) of Regulation S-K.

Item 5.01 Changes in Control of Registrant.

Reference is made to the disclosure set forth under Item 2.01 of this report, which disclosure is incorporated herein by reference.

Prior to the Share Exchange, Ihar Yaravenka, the former sole officer and director of Allied, owned 1,500,000 shares of Common Stock, comprising approximately 57.9%, of the issued and outstanding shares.

As a result of the Share Exchange, the Trio Shareholders own 66.15% of the issued and outstanding shares of Common Stock.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On the Closing Date, Ihar Yaravenka submitted a resignation letter to Allied resigning from his position as the sole director and officer, effective upon the closing of the Share Exchange and the appointment of replacement directors and officers. The resignation of Mr. Yaravenka was not in connection with any known disagreement with us on any matter.

On the Closing Date, J. Duncan Reid, Donald J. Page, and Sam Kerr were appointed by our Board of Directors to fill the vacancies created by the resignation of Mr. Yaravenka, effective upon the closing of the Share Exchange.

In addition, on the Closing Date, the Board of Directors appointed Mr. Reid to serve as our Chief Executive Officer and Chairman of the Board, Mr. Page to serve as our Chief Financial Officer, and Mr. Kerr to serve as our Vice President of Business Development, effective immediately upon the closing of the Share Exchange.

For certain biographical and other information regarding the new directors and officers of the Company, see the disclosure under "Item 2.01—Directors and Executive Officers" of this Report, which disclosure is incorporated herein by reference.

Item 5.03 Amendments to Articles Of Incorporation or Bylaws; Change in Fiscal Year.

As a condition to the Share Exchange Agreement, on December 14, 2012, Allied filed a Certificate of Amendment of its Articles of Incorporation (the "Charter Amendment") with the Secretary of State of Nevada to (1) change its name from Allied Technologies Group, Inc. to Trio Resources, Inc. (the "Name Change") and (2) increase its total authorized shares of Common Stock, from 75,000,000 shares to 400,000,000 shares (the "Authorized Share Increase").

The Charter Amendment was adopted by the sole director and Majority Shareholder of Allied before the effectiveness of the Share Exchange Agreement, as a condition to Closing.

A copy of the Charter Amendment is attached to this current report as Exhibit 3.2 and is incorporated herein by reference.

As a further condition to the Share Exchange Agreement, on December 14, 2012, the Board of Directors of Allied approved and authorized the officers of the Company to take such necessary steps to effect a forward stock split of the issued and outstanding shares of Common Stock, such that each lot of one (1) issued and outstanding share of Common Stock shall be automatically changed and converted into one hundred (100) shares of Common Stock, payable to all holders of record of the Common Stock as of ten days following the closing of the Exchange Agreement (the "Forward Stock Split").

Item 5.06 Change in Shell Company Status.

To the extent that we might have been deemed to be a shell company prior to the closing of the Share Exchange, reference is made to the disclosure set forth under Items 2.01 and 5.01 of this Report, which disclosure is incorporated herein by reference. Following the consummation of the Merger described in Item 2.01 of this Current Report on Form 8-K, we believe that we are not a shell corporation as that term is defined in Rule 405 of the Securities Act and Rule 12b-2 of the Exchange Act.

Item 9.01 Financial Statements and Exhibits.

(a) Financial Statements of Business Acquired.

In accordance with Item 9.01(a), the Audited Financial Statements for the year ended September 30, 2012 for Trio are included with this Current Report beginning on Page F-1.

(b) Pro Forma Financial Information.

Pro Forma Financial Information is not presented as it would duplicate the financial information in the Financial Statements of TrioResources AG Inc. because Allied Technologies was a shell company with no assets, revenues or liabilities at the time of closing this transaction.

(c) Shell Company Transactions.

Reference is made to Items 9.01(a) and 9.01(b) and the exhibits referred to therein which are incorporated herein by reference.

(d) Exhibits.

Certain of the agreements filed as exhibits to this Report contain representations and warranties by the parties to the agreements that have been made solely for the benefit of the parties to the agreement. These representations and warranties:

- may have been qualified by disclosures that were made to the other parties in connection with the negotiation of the agreements, which disclosures are not necessarily reflected in the agreements;
- may apply standards of materiality that differ from those of a reasonable investor; and
- were made only as of specified dates contained in the agreements and are subject to subsequent developments and changed circumstances.

Accordingly, these representations and warranties may not describe the actual state of affairs as of the date that these representations and warranties were made or at any other time. Investors should not rely on them as statements of fact.

Exhibit Number	Description
2.1	Share Exchange Agreement, dated December 14, 2012, by and among Allied Technologies Group, Inc., Ihar Yaravenka, TrioResources AG Inc., and the shareholders of TrioResources AG Inc.
3.1	Articles of Incorporation of Allied Technologies Group, Inc. (incorporated by reference to Exhibit 3.1 of the Company's Registration Statement on Form S-1 filed with the SEC on December 14, 2012).
3.2	Amendment No. 1 to the Articles of Incorporation of Allied Technologies Group, Inc.

3.3	Bylaws of Allied Technologies Group, Inc. (incorporated by reference to Exhibit 3.2 of the Company's Registration Statement on Form S-1 filed with the SEC on December 11, 2011).
10.1	Purchase Agreement, dated May 17, 2012, by and between TrioResources AG Inc. and 2023682 Ontario Inc. DBA Canamet Resources and Jeffrey D. Reid.
10.2	Consultant Services Agreement, dated May 17, 2012, by and between TrioResources AG Inc. and Seagel Investment Corp.
10.3	Employment Agreement, effective November 26, 2012, by and between TrioResources AG Inc. and J. Duncan Reid.
10.4	Employment Agreement, effective December 1, 2012, by and between TrioResources AG Inc. and Donald J. Page.
10.5	Employment Agreement, effective November 26, 2012, by and between TrioResources AG Inc. and Sam Kerr.
10.6	Convertible Note, dated September 30, 2012, by and between TrioResources AG Inc. and Incendia Management Group Inc.
10.7	Convertible Note, dated September 30, 2012, by and between TrioResources AG Inc. and Siderion Capital Group Inc.
10.8	Convertible Note, dated September 30, 2012, by and between TrioResources AG Inc. and Seagel Investment Corp.
10.9	Convertible Note, dated October 31, 2012, by and between TrioResources AG Inc. and Seagel Investment Ltd.
10.10	Convertible Note, dated October 31, 2012, by and between TrioResources AG Inc. and Incendia Management Group Inc.
10.11	Convertible Note, dated October 31, 2012, by and between TrioResources AG Inc. and Siderion Capital Group Inc.
10.12	Convertible Note, dated October 31, 2012, by and between TrioResources AG Inc. and Seagel Investment Corp.
10.13	Draw-Down Facility, dated November 1, 2012, by and between TrioResources AG Inc. and Seagel Investment Ltd.
16.1	Letter from Silberstein Ungar, PLLC CPAs
99.1	TrioResources AG Inc. audited financial statements for the period from May 16, 2012 (inception) to September 30, 2012.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: December 17, 2012

ALLIED TECHNOLOGIES GROUP, INC.

By: */s/ J. Duncan Reid*
J. Duncan Reid, Chief Executive Officer

TrioResources AG Inc.
(An Exploration Stage Company)
FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2012

Incorporated by reference to Exhibit 99.1

SHARE EXCHANGE AGREEMENT

This SHARE EXCHANGE AGREEMENT (this "Agreement"), dated as of December 14, 2012, is by and among ALLIED TECHNOLOGIES GROUP, INC., a Nevada corporation (the "Parent"), IHAR YARAVENKA, the principal shareholder of the Parent (the "Principal Shareholder"), TRIORESOURCES AG INC., an Ontario corporation (the " Company"), and the shareholders of the Company (each a " Shareholder" and collectively the "Shareholders"). Each of the parties to this Agreement is individually referred to herein as a " Party" and collectively as the "Parties."

BACKGROUND

Whereas, the Company has 2,130,000 shares of common stock (the " Company Shares") outstanding, all of which are held by the Shareholders.

Whereas, the Principal Shareholder owns 1,500,000 shares of common stock, par value $0.001 per share of the Parent (the " PS Shares"), constituting approximately 57.9% of the issued and outstanding shares of common stock of the Parent (the " Parent Shares").

Whereas, in exchange for (A) the Parent receiving all of the Company Shares held by the Shareholders and the Principal Shareholder receiving $250,000 cash from the Company, (B) the Parent has agreed to issue 2,130,000 Parent Shares (the " Exchange Shares") to the Company, and the Principal Shareholder has agreed to surrender and cancel the PS Shares.

Whereas, the exchange of Company Shares for Parent Shares is intended to constitute a reorganization within the meaning of Section 351 of the Internal Revenue Code of 1986, as amended (the " Code"), or such other tax free reorganization or restructuring provisions as may be available under the Code.

Whereas, the Board of Directors of each of the Parent and the Company has determined that it is desirable to effect this plan of reorganization and share exchange.

AGREEMENT

Now, Therefore, in consideration of the premises and of the covenants, representations, warranties and agreements herein contained, the Parties intending to be legally bound hereby agree as follows:

ARTICLE I

Exchange of Shares and Other Transactions

SECTION 1.01. Exchange by the Shareholders. Upon the execution of this Agreement, the Parties agree to effect the following transactions as soon as practicable (the "Transactions"):

(a) The Company shall transfer $250,000 cash, in United States currency (the " Purchase Price"), to Anslow & Jaclin, LLP (the "Escrow Agent").

(b) The Parent shall issue and deliver to the Escrow Agent, certificates for the Exchange Shares to be released and delivered to Company by the Escrow Agent, subject to the terms of this Agreement.

(c) The Principal Shareholder shall deliver to the Parent, certificates for the PS Shares duly endorsed for transfer or with executed stock powers medallion guaranteed attached to be released, surrendered, and delivered, and the PS Shares shall be cancelled by the Parent immediately upon closing this transaction.

SECTION 1.02. Closing. The closing (the "Closing") shall take place at the offices of the Escrow Agent in Manalapan, New Jersey, immediately upon the completion of the Transactions. At the Closing, the Escrow Agent shall disburse as soon as practicable: (a) the Purchase Price as directed by the Parent, and (b) the Exchange Shares to the Shareholders. If the Transactions are not completed as set forth in this Agreement, the Escrow Agent shall return the items delivered to it by the respective Parties.

ARTICLE II

Representations and Warranties of the Shareholders

Each Shareholder hereby jointly and severally represents and warrants to the Parent and the Principal Shareholder, as follows:

SECTION 2.01. Good Title. The Shareholder is the record and beneficial owner, and has good and marketable title to its Company Shares (as set forth on Exhibit A), with the right and authority to sell and deliver such Company Shares to Parent as provided herein. Upon registering of the Parent as the new owner of such Company Shares in the share register of the Company, the Parent will receive good title to such Company Shares, free and clear of all liens, security interests, pledges, equities and claims of any kind, voting trusts, shareholder agreements and other encumbrances (collectively, " Liens").

SECTION 2.02. Power and Authority. All acts required to be taken by the Shareholder to enter into this Agreement and to carry out the Transactions have been properly taken. This Agreement constitutes a legal, valid and binding obligation of the Shareholder, enforceable against such Shareholder in accordance with the terms hereof.

SECTION 2.03. No Conflicts. The execution and delivery of this Agreement by the Shareholder and the performance by the Shareholder of his obligations hereunder in accordance with the terms hereof: (i) will not require the consent of any third party or any federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign ("Governmental Entity") under any statutes, laws, ordinances, rules, regulations, orders, writs, injunctions, judgments, or decrees (collectively, " Laws"); (ii) will not violate any Laws applicable to such Shareholder; and (iii) will not violate or breach any contractual obligation to which such Shareholder is a party.

SECTION 2.04. No Finder's Fee. The Shareholder has not created any obligation for any finder's, investment banker's or broker's fee in connection with the Transactions that the Company or the Parent will be responsible for.

SECTION 2.05. Purchase Entirely for Own Account. The Parent Stock proposed to be acquired by the Shareholder hereunder will be acquired for investment for his own account, and not with a view to the resale or distribution of any part thereof, and the Shareholder has no present intention of selling or otherwise distributing the Parent Stock, except in compliance with applicable securities laws.

SECTION 2.06. Available Information. The Shareholder has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Parent.

SECTION 2.07. Non-Registration. The Shareholder understands that the Parent Stock has not been registered under the Securities Act of 1933, as amended (the "Securities Act") and, if issued in accordance with the provisions of this Agreement, will be issued by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Shareholder's representations as expressed herein. The non-registration shall have no prejudice with respect to any rights, interests, benefits and entitlements attached to the Parent Stock in accordance with the Parent charter documents or the laws of its jurisdiction of incorporation.

SECTION 2.08. Restricted Securities. The Shareholder understands that the Parent Stock is characterized as "restricted securities" under the Securities Act inasmuch as this Agreement contemplates that, if acquired by the Shareholder pursuant hereto, the Parent Stock would be acquired in a transaction not involving a public offering. The Shareholder further acknowledges that if the Parent Stock is issued to the Shareholder in accordance with the provisions of this Agreement, such Parent Stock may not be resold without registration under the Securities Act or the existence of an exemption therefrom. The Shareholder represents that it is familiar with Rule 144 promulgated under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.

SECTION 2.09. Legends. It is understood that the Parent Stock will bear the following legend or another legend that is similar to the following:

> THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL TO THE TRANSFEROR TO SUCH EFFECT, THE SUBSTANCE OF WHICH SHALL BE REASONABLY ACCEPTABLE TO THE COMPANY. THESE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT SECURED BY SUCH SECURITIES.

and any legend required by the "blue sky" laws of any state to the extent such laws are applicable to the securities represented by the certificate so legended.

ARTICLE III

Representations and Warranties of the Company

The Company represents and warrants to the Parent and the Principal Stockholder that, except as set forth in the Company Disclosure Schedule attached hereto (the "Company Disclosure Schedule"), regardless of whether or not the Company Disclosure Schedule is referenced below with respect to any particular representation or warranty:

SECTION 3.01. Organization, Standing and Power. The Company is duly incorporated or organized, validly existing and in good standing under the laws of the Province of Ontario and has the corporate power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets and to conduct its businesses as presently conducted, other than such franchises, licenses, permits, authorizations and approvals the lack of which, individually or in the aggregate, has not had and would not reasonably be expected to have a material adverse effect on the Company, a material adverse effect on the ability of the Company to perform its obligations under this Agreement or on the ability of the Company to consummate the Transactions (a " Company Material Adverse Effect "). The Company is duly qualified to do business in each jurisdiction where the nature of its business or its ownership or leasing of its properties make such qualification necessary, except where the failure to so qualify would not reasonably be expected to have a Company Material Adverse Effect. The Company has delivered to the Parent true and complete copies of the articles of incorporation and bylaws of the Company, each as amended to the date of this Agreement (as so amended, the "Company Charter Documents").

SECTION 3.02. Capital Structure. The authorized share capital of the Company consists of an unlimited number of Company Shares, of which 2,130,000 Company Shares are issued and outstanding, and 25,000,000 Class A Preference Shares, of which none are issued and outstanding. No shares or other voting securities of the Company are issued, reserved for issuance or outstanding. All outstanding Company Shares are duly authorized, validly issued, fully paid and non-assessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of the applicable corporate laws of its jurisdiction of incorporation, the Company Charter Documents or any Contract (as defined in Section 3.04) to which the Company is a party or otherwise bound. Other than the Convertible Notes, there are no bonds, debentures, notes or other indebtedness of the Company having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which holders of Company Shares may vote (" Voting Company Debt"). Except as set forth herein including the Convertible Notes and the Seagel Agreement, as of the date of this Agreement, there are no options, warrants, rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, commitments, Contracts, arrangements or undertakings of any kind to which the Company is a party or by which the Company is bound (i) obligating the Company to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares or other equity interests in, or any security convertible or exercisable for or exchangeable into any shares or capital stock or other equity interest in, the Company or any Voting Company Debt, (ii) obligating the Company to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, Contract, arrangement or undertaking or (iii) that give any person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights occurring to holders of the shares or capital stock of the Company.

For purposes of this Agreement:

"Convertible Notes" includes (i) the convertible notes dated September 30, 2012 by TrioResources AG Inc. with three separate investors in the aggregate amount of $621,049; (ii) the convertible notes dated October 31, 2012 by TrioResources AG Inc. with the same 3 investors for an additional CDN $29,500 and US$ 345,081; and (iii) the convertible note draw-down facility in the total amount of CDN $500,000.

"Seagel Agreement" shall mean that Consulting Agreement dated May 17, 2012 by and between TrioResources AG Inc and Seagel Investment Corp whereby Seagel shall provide consulting services to TrioResources AG Inc. in exchange for: (i) cash payment of $20,000 per month; and (ii) a number of shares of common stock equal to 5% of the total number of shares outstanding after a 'going public' transaction.

SECTION 3.03. Authority; Execution and Delivery; Enforceability. The Company has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the Transactions. The execution and delivery by the Company of this Agreement and the consummation by the Company of the Transactions have been duly authorized and approved by the Board of Directors of the Company and no other corporate proceedings on the part of the Company are necessary to authorize this Agreement and the Transactions. When executed and delivered, this Agreement will be enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency and similar laws of general applicability as to which the Company is subject.

SECTION 3.04. No Conflicts; Consents.

(a) The execution and delivery by the Company of this Agreement does not, and the consummation of the Transactions and compliance with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Lien upon any of the properties or assets of the Company under any provision of (i) the Company Charter Documents, (ii) any material contract, lease, license, indenture, note, bond, agreement, permit, concession, franchise or other instrument (a " Contract") to which the Company is a party or by which any of their respective properties or assets is bound or (iii) subject to the filings and other matters referred to in Section 3.04(b), any material judgment, order or decree ("Judgment") or material Law applicable to the Company or its properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect.

(b) Except for required filings with the Securities and Exchange Commission (the " SEC") and applicable "Blue Sky" or state securities commissions, no material consent, approval, license, permit, order or authorization (" Consent") of, or registration, declaration or filing with, or permit from, any Governmental Entity is required to be obtained or made by or with respect to the Company in connection with the execution, delivery and performance of this Agreement or the consummation of the Transactions.

SECTION 3.05. Taxes.

(a) The Company has timely filed, or has caused to be timely filed on its behalf, all Tax Returns required to be filed by it, and all such Tax Returns are true, complete and accurate, except to the extent any failure to file or any inaccuracies in any filed Tax Returns, individually or in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect. All Taxes shown to be due on such Tax Returns, or otherwise owed, have been timely paid, except to the extent that any failure to pay, individually or in the aggregate, has not had and would not reasonably be expected to have a Company Material Adverse Effect. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim.

(b) If applicable, the Company has established an adequate reserve reflected on its financial statements for all Taxes payable by the Company (in addition to any reserve for deferred Taxes to reflect timing differences between book and Tax items) for all Taxable periods and portions thereof through the date of such financial statements. No deficiency with respect to any Taxes has been proposed, asserted or assessed against the Company, and no requests for waivers of the time to assess any such Taxes are pending, except to the extent any such deficiency or request for waiver, individually or in the aggregate, has not had and would not reasonably be expected to have a Company Material Adverse Effect.

(c) For purposes of this Agreement:

"Taxes" includes all forms of taxation, whenever created or imposed, and whether of the United States or elsewhere, and whether imposed by a local, municipal, governmental, state, foreign, federal or other Governmental Entity, or in connection with any agreement with respect to Taxes, including all interest, penalties and additions imposed with respect to such amounts.

"Tax Return" means all federal, state, local, provincial and foreign Tax returns, declarations, statements, reports, schedules, forms and information returns and any amended Tax return relating to Taxes.

SECTION 3.06. Litigation. There is no action, suit, inquiry, notice of violation, proceeding (including any partial proceeding such as a deposition) or investigation pending or threatened in writing against or affecting the Company, or any of its properties before or by any court, arbitrator, governmental or administrative agency, regulatory authority (federal, state, county, local or foreign), stock market, stock exchange or trading facility ("Action") which (i) adversely affects or challenges the legality, validity or enforceability of any of this Agreement or the Parent Stock or (ii) could, if there were an unfavorable decision, individually or in the aggregate, have or reasonably be expected to result in a Company Material Adverse Effect. Neither the Company nor any director or officer thereof (in his or her capacity as such), is or has been the subject of any Action involving a claim or violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty.

SECTION 3.07. Compliance with Applicable Laws. The Company is in compliance with all applicable Laws, including those relating to occupational health and safety and the environment, except for instances of noncompliance that, individually and in the aggregate, have not had and would not reasonably be expected to have a Company Material Adverse Effect. This Section 3.08 does not relate to matters with respect to Taxes, which are the subject of Section 3.05.

SECTION 3.08. Brokers; Schedule of Fees and Expenses. Except for those brokers as to which the Company and Parent shall be solely responsible, no broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Company.

SECTION 3.09. Application of Takeover Protections. The Company has taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Company's charter documents or the laws of its state of incorporation that is or could become applicable to the Shareholders as a result of the Shareholders and the Company fulfilling their obligations or exercising their rights under this Agreement, including, without limitation, the issuance of the Parent Stock and the Shareholders' ownership of the Parent Stock.

SECTION 3.10. Investment Company. The Company is not, and is not an affiliate of, and immediately following the Closing will not have become, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

SECTION 3.11. Disclosure. The Company confirms that neither it nor any person acting on its behalf has provided the Shareholders or their respective agents or counsel with any information that the Company believes constitutes material, non-public information, except insofar as the existence and terms of the proposed transactions hereunder may constitute such information and except for information that will be disclosed by the Parent under a current report on Form 8-K filed no later than four (4) business days after the Closing. The Company understands and confirms that the Parent will rely on the foregoing representations and covenants in effecting transactions in securities of the Parent. All disclosure provided to the Parent regarding the Company, its business and the Transactions, furnished by or on behalf of the Company (including the Company's representations and warranties set forth in this Agreement) are true and correct and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

SECTION 3.12. Foreign Corrupt Practices. Neither the Company, nor, to the Company's knowledge, any director, officer, agent, employee or other person acting on behalf of the Company has, in the course of its actions for, or on behalf of, the Company (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

ARTICLE IV

Representations and Warranties of the Parent

The Parent represents and warrants as follows to the Shareholders and the Company, that, except as set forth in the reports, schedules, forms, statements and other documents filed by the Parent with the SEC and publicly available prior to the date of the Agreement (the " Parent SEC Documents"), or in the Disclosure Schedule attached hereto delivered by the Parent to the Company and the Shareholders (the " Parent Disclosure Schedule"):

SECTION 4.01. Organization, Standing and Power. The Parent is duly organized, validly existing and in good standing under the laws of the State of Nevada and has full corporate power and authority and possesses all governmental franchises, licenses, permits, authorizations and approvals necessary to enable it to own, lease or otherwise hold its properties and assets and to conduct its businesses as presently conducted, other than such franchises, licenses, permits, authorizations and approvals the lack of which, individually or in the aggregate, has not had and would not reasonably be expected to have a material adverse effect on the Parent, a material adverse effect on the ability of the Parent to perform its obligations under this Agreement or on the ability of the Parent to consummate the Transactions (a "Parent Material Adverse Effect"). The Parent is duly qualified to do business in each jurisdiction where the nature of its business or their ownership or leasing of its properties make such qualification necessary and where the failure to so qualify would reasonably be expected to have a Parent Material Adverse Effect. The Parent has delivered to the Company true and complete copies of the certificate of incorporation of the Parent, as amended to the date of this Agreement (as so amended, the " Parent Charter"), and the Bylaws of the Parent, as amended to the date of this Agreement (as so amended, the "Parent Bylaws").

SECTION 4.02. Subsidiaries; Equity Interests. The Parent does not own, directly or indirectly, any capital stock, membership interest, partnership interest, joint venture interest or other equity interest in any person.

SECTION 4.03. Capital Structure. The authorized capital stock of the Parent consists of 75,000,000 shares of common stock, par value $0.001 per share, of which 2,590,000 shares of Parent Stock are issued and outstanding (before giving effect to the Transactions at Closing). No other shares of capital stock or other voting securities of the Parent were issued, reserved for issuance or outstanding. All outstanding shares of the capital stock of the Parent are, and all such shares that may be issued prior to the date hereof will be when issued, duly authorized, validly issued, fully paid and non-assessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right under any provision of the Nevada Revised Statutes, the Parent Charter, the Parent Bylaws or any Contract to which the Parent is a party or otherwise bound. There are no bonds, debentures, notes or other indebtedness of the Parent having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which holders of Parent Stock may vote (" Voting Parent Debt"). Except in connection with the Transactions, as of the date of this Agreement, there are no options, warrants, rights, convertible or exchangeable securities, "phantom" stock rights, stock appreciation rights, stock-based performance units, commitments, Contracts, arrangements or undertakings of any kind to which the Parent is a party or by which it is bound (i) obligating the Parent to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of capital stock or other equity interests in, or any security convertible or exercisable for or exchangeable into any capital stock of or other equity interest in, the Parent or any Voting Parent Debt, (ii) obligating the Parent to issue, grant, extend or enter into any such option, warrant, call, right, security, commitment, Contract, arrangement or undertaking or (iii) that give any person the right to receive any economic benefit or right similar to or derived from the economic benefits and rights occurring to holders of the capital stock of the Parent. As of the date of this Agreement, there are no outstanding contractual obligations of the Parent to repurchase, redeem or otherwise acquire any shares of capital stock of the Parent. The Parent is not a party to any agreement granting any security holder of the Parent the right to cause the Parent to register shares of the capital stock or other securities of the Parent held by such security holder under the Securities Act. The stockholder list provided to the Company is a current stockholder list generated by its stock transfer agent, and such list accurately reflects all of the issued and outstanding shares of the Parent Stock as at the Closing.

SECTION 4.04. Authority; Execution and Delivery; Enforceability . The execution and delivery by the Parent of this Agreement and the consummation by the Parent of the Transactions have been duly authorized and approved by the Board of Directors of the Parent and no other corporate proceedings on the part of the Parent are necessary to authorize this Agreement and the Transactions. This Agreement constitutes a legal, valid and binding obligation of the Parent, enforceable against the Parent in accordance with the terms hereof.

SECTION 4.05. No Conflicts; Consents.

(a) The execution and delivery by the Parent of this Agreement, does not, and the consummation of Transactions and compliance with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to loss of a material benefit under, or to increased, additional, accelerated or guaranteed rights or entitlements of any person under, or result in the creation of any Lien upon any of the properties or assets of the Parent under, any provision of (i) the Parent Charter or Parent Bylaws, (ii) any material Contract to which the Parent is a party or by which any of its properties or assets is bound or (iii) subject to the filings and other matters referred to in Section 4.05(b), any material Judgment or material Law applicable to the Parent or its properties or assets, other than, in the case of clauses (ii) and (iii) above, any such items that, individually or in the aggregate, have not had and would not reasonably be expected to have a Parent Material Adverse Effect.

(b) No Consent of, or registration, declaration or filing with, or permit from, any Governmental Entity is required to be obtained or made by or with respect to the Parent in connection with the execution, delivery and performance of this Agreement or the consummation of the Transactions, other than the (A) filing with the SEC of reports under Section 13 of the Securities Exchange Act of 1934, as amended (the " Exchange Act"), and (B) filings under state "blue sky" laws, as each may be required in connection with this Agreement and the Transactions.

SECTION 4.06. SEC Documents; Undisclosed Liabilities.

(a) The Parent has filed all Parent SEC Documents since March 7, 2012 pursuant to Sections 13 and 15 of the Exchange Act, as applicable.

(b) As of its respective filing date, each Parent SEC Document complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the SEC promulgated thereunder applicable to such Parent SEC Document, and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. Except to the extent that information contained in any Parent SEC Document has been revised or superseded by a later filed Parent SEC Document, none of the Parent SEC Documents contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The financial statements of the Parent included in the Parent SEC Documents comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto, have been prepared in accordance with the U.S. generally accepted accounting principles ("GAAP") (except, in the case of unaudited statements, as permitted by the rules and regulations of the SEC) applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present the financial position of Parent as of the dates thereof and the results of its operations and cash flows for the periods shown (subject, in the case of unaudited statements, to normal year-end audit adjustments).

(c) Except as set forth in the Parent SEC Documents, the Parent has no liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) required by GAAP to be set forth on a balance sheet of the Parent or in the notes thereto. The Parent Disclosure Schedule sets forth all financial and contractual obligations and liabilities (including any obligations to issue capital stock or other securities of the Parent) due after the date hereof. As of the date hereof, all liabilities of the Parent have been paid off and shall in no event remain liabilities of the Parent, the Company or the Shareholders following the Closing.

SECTION 4.07. Information Supplied. None of the information supplied or to be supplied by the Parent for inclusion or incorporation by reference in any SEC filing or report contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

SECTION 4.08. Absence of Certain Changes or Events. Except as disclosed in the filed Parent SEC Documents or in the Parent Disclosure Schedule, from the date of the most recent audited financial statements included in the filed Parent SEC Documents to the date of this Agreement, the Parent has conducted its business only in the ordinary course, and during such period there has not been:

(a) any change in the assets, liabilities, financial condition or operating results of the Parent from that reflected in the Parent SEC Documents, except changes in the ordinary course of business that have not caused, in the aggregate, a Parent Material Adverse Effect;

(b) any damage, destruction or loss, whether or not covered by insurance, that would have a Parent Material Adverse Effect;

(c) any waiver or compromise by the Parent of a valuable right or of a material debt owed to it;

(d) any satisfaction or discharge of any lien, claim, or encumbrance or payment of any obligation by the Parent, except in the ordinary course of business and the satisfaction or discharge of which would not have a Parent Material Adverse Effect;

(e) any material change to a material Contract by which the Parent or any of its assets is bound or subject;

(f) any material change in any compensation arrangement or agreement with any employee, officer, director or stockholder;

(g) any resignation or termination of employment of any officer of the Parent;

(h) any mortgage, pledge, transfer of a security interest in, or lien, created by the Parent, with respect to any of its material properties or assets, except liens for taxes not yet due or payable and liens that arise in the ordinary course of business and do not materially impair the Parent's ownership or use of such property or assets;

(i) any loans or guarantees made by the Parent to or for the benefit of its employees, officers or directors, or any members of their immediate families, other than travel advances and other advances made in the ordinary course of its business;

(j) any declaration, setting aside or payment or other distribution in respect of any of the Parent's capital stock, or any direct or indirect redemption, purchase, or other acquisition of any of such stock by the Parent;

(k) any alteration of the Parent's method of accounting or the identity of its auditors;

(l) any issuance of equity securities to any officer, director or affiliate, except pursuant to existing Parent stock option plans; or

(m) any arrangement or commitment by the Parent to do any of the things described in this Section 4.08.

SECTION 4.09. Taxes.

(a) The Parent has timely filed, or has caused to be timely filed on its behalf, all Tax Returns required to be filed by it, and all such Tax Returns are true, complete and accurate, except to the extent any failure to file, any delinquency in filing or any inaccuracies in any filed Tax Returns, individually or in the aggregate, have not had and would not reasonably be expected to have a Parent Material Adverse Effect. All Taxes shown to be due on such Tax Returns, or otherwise owed, has been timely paid, except to the extent that any failure to pay, individually or in the aggregate, has not had and would not reasonably be expected to have a Parent Material Adverse Effect.

(b) The most recent financial statements contained in the Parent SEC Documents reflect an adequate reserve for all Taxes payable by the Parent (in addition to any reserve for deferred Taxes to reflect timing differences between book and Tax items) for all Taxable periods and portions thereof through the date of such financial statements. No deficiency with respect to any Taxes has been proposed, asserted or assessed against the Parent, and no requests for waivers of the time to assess any such Taxes are pending, except to the extent any such deficiency or request for waiver, individually or in the aggregate, has not had and would not reasonably be expected to have a Parent Material Adverse Effect.

(c) There are no Liens for Taxes (other than for current Taxes not yet due and payable) on the assets of the Parent. The Parent is not bound by any agreement with respect to Taxes.

SECTION 4.10. Absence of Changes in Benefit Plans. From the date of the most recent audited financial statements included in the Parent SEC Documents to the date of this Agreement, there has not been any adoption or amendment in any material respect by Parent of any collective bargaining agreement or any bonus, pension, profit sharing, deferred compensation, incentive compensation, stock ownership, stock purchase, stock option, phantom stock, retirement, vacation, severance, disability, death benefit, hospitalization, medical or other plan, arrangement or understanding (whether or not legally binding) providing benefits to any current or former employee, officer or director of Parent (collectively, " Parent Benefit Plans"). As of the date of this Agreement there are not any employment, consulting, indemnification, severance or termination agreements or arrangements between the Parent and any current or former employee, officer or director of the Parent, nor does the Parent have any general severance plan or policy.

SECTION 4.11. ERISA Compliance; Excess Parachute Payments. The Parent does not, and since its inception never has, maintained, or contributed to any "employee pension benefit plans" (as defined in Section 3(2) of ERISA), "employee welfare benefit plans" (as defined in Section 3(1) of ERISA) or any other Parent Benefit Plan for the benefit of any current or former employees, consultants, officers or directors of Parent.

SECTION 4.12. Litigation. Except as disclosed in the Parent SEC Documents, there is no Action which (i) adversely affects or challenges the legality, validity or enforceability of any of this Agreement or the Parent Stock or (ii) could, if there were an unfavorable decision, individually or in the aggregate, have or reasonably be expected to result in a Parent Material Adverse Effect. Neither the Parent nor any director or officer thereof (in his or her capacity as such), is or has been the subject of any Action involving a claim or violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty.

SECTION 4.13. Compliance with Applicable Laws. Except as disclosed in the Parent SEC Documents, the Parent is in compliance with all applicable Laws, including those relating to occupational health and safety, the environment, export controls, trade sanctions and embargoes, except for instances of noncompliance that, individually and in the aggregate, have not had and would not reasonably be expected to have a Parent Material Adverse Effect. Except as set forth in the Parent SEC Documents, the Parent has not received any written communication during the past two years from a Governmental Entity that alleges that the Parent is not in compliance in any material respect with any applicable Law. The Parent is in compliance with all effective requirements of the Sarbanes-Oxley Act of 2002, as amended, and the rules and regulations thereunder, that are applicable to it, except where such noncompliance could not have or reasonably be expected to result in a Parent Material Adverse Effect.

SECTION 4.14. Contracts. Except as disclosed in the Parent SEC Documents, there are no Contracts that are material to the business, properties, assets, condition (financial or otherwise), results of operations or prospects of the Parent taken as a whole. The Parent is not in violation of or in default under (nor does there exist any condition which upon the passage of time or the giving of notice would cause such a violation of or default under) any Contract to which it is a party or by which it or any of its properties or assets is bound, except for violations or defaults that would not, individually or in the aggregate, reasonably be expected to result in a Parent Material Adverse Effect.

SECTION 4.15. Title to Properties. The Parent has good title to, or valid leasehold interests in, all of its properties and assets used in the conduct of its businesses. All such assets and properties, other than assets and properties in which the Parent has leasehold interests, are free and clear of all Liens except for Liens that, in the aggregate, do not and will not materially interfere with the ability of the Parent to conduct business as currently conducted. The Parent has complied in all material respects with the terms of all material leases to which it is a party and under which it is in occupancy, and all such leases are in full force and effect. The Parent enjoys peaceful and undisturbed possession under all such material leases.

SECTION 4.16. Intellectual Property. The Parent owns, or is validly licensed or otherwise has the right to use, all Intellectual Property Rights which are material to the conduct of the business of the Parent taken as a whole. The Parent Disclosure Schedule sets forth a description of all Intellectual Property Rights which are material to the conduct of the business of the Parent taken as a whole. No claims are pending or, to the knowledge of the Parent, threatened that the Parent is infringing or otherwise adversely affecting the rights of any person with regard to any Intellectual Property Right. To the knowledge of the Parent, no person is infringing the rights of the Parent with respect to any Intellectual Property Right.

SECTION 4.17. Labor Matters. There are no collective bargaining or other labor union agreements to which the Parent is a party or by which it is bound. No material labor dispute exists or, to the knowledge of the Parent, is imminent with respect to any of the employees of the Parent.

SECTION 4.18. Transactions With Affiliates and Employees. Except as set forth in the Parent SEC Documents, none of the officers or directors of the Parent and, to the knowledge of the Parent, none of the employees of the Parent is presently a party to any transaction with the Parent or any subsidiary (other than for services as employees, officers and directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any officer, director or such employee or, to the knowledge of the Parent, any entity in which any officer, director, or any such employee has a substantial interest or is an officer, director, trustee or partner.

SECTION 4.19. Internal Accounting Controls. The Parent maintains a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability, (iii) access to assets is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Parent has established disclosure controls and procedures for the Parent and designed such disclosure controls and procedures to ensure that material information relating to the Parent is made known to the officers by others within those entities. The Parent's officers have evaluated the effectiveness of the Parent's controls and procedures. Since July 30, 2012, there have been no significant changes in the Parent's internal controls or, to the Parent's knowledge, in other factors that could significantly affect the Parent's internal controls.

SECTION 4.20. Solvency. Based on the financial condition of the Parent as of the Closing Date (and assuming that the closing shall have occurred but without giving effect to any funding requirement of the Company or any of the Company's subsidiaries), (i) the Parent's fair saleable value of its assets exceeds the amount that will be required to be paid on or in respect of the Parent's existing debts and other liabilities (including known contingent liabilities) as they mature, (ii) the Parent's assets do not constitute unreasonably small capital to carry on its business for the current fiscal year as now conducted and as proposed to be conducted including its capital needs taking into account the particular capital requirements of the business conducted by the Parent, and projected capital requirements and capital availability thereof, and (iii) the current cash flow of the Parent, together with the proceeds the Parent would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, would be sufficient to pay all amounts on or in respect of its debt when such amounts are required to be paid. The Parent does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt).

SECTION 4.21. Application of Takeover Protections. The Parent has taken all necessary action, if any, in order to render inapplicable any control share acquisition, business combination, poison pill (including any distribution under a rights agreement) or other similar anti-takeover provision under the Parent's charter documents or the laws of its state of incorporation that is or could become applicable to the Shareholders as a result of the Shareholders and the Parent fulfilling their obligations or exercising their rights under this Agreement, including, without limitation, the issuance of the Parent Stock and the Shareholders' ownership of the Parent Stock.

SECTION 4.22. No Additional Agreements. The Parent does not have any agreement or understanding with the Shareholders with respect to the Transactions other than as specified in this Agreement.

SECTION 4.23. Investment Company. The Parent is not, and is not an affiliate of, and immediately following the Closing will not have become, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

SECTION 4.24. Disclosure. The Parent confirms that neither it nor any person acting on its behalf has provided any Shareholder or its respective agents or counsel with any information that the Parent believes constitutes material, non-public information except insofar as the existence and terms of the proposed transactions hereunder may constitute such information and except for information that will be disclosed by the Parent under a current report on Form 8-K filed after the Closing. All disclosure provided to the Shareholders regarding the Parent, its business and the transactions contemplated hereby, furnished by or on behalf of the Parent (including the Parent's representations and warranties set forth in this Agreement) are true and correct and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

SECTION 4.25. Certain Registration Matters. Except as specified in the Parent SEC Documents, the Parent has not granted or agreed to grant to any person any rights (including "piggy-back" registration rights) to have any securities of the Parent registered with the SEC or any other governmental authority that have not been satisfied.

SECTION 4.26. Listing and Maintenance Requirements. The Parent is, and has no reason to believe that it will not in the foreseeable future continue to be, in compliance with the listing and maintenance requirements for continued listing of the Parent Stock on the trading market on which the Parent Stock are currently listed or quoted. The issuance and sale of the Parent Stock under this Agreement does not contravene the rules and regulations of the trading market on which the Parent Stock are currently listed or quoted, and no approval of the stockholders of the Parent is required for the Parent to issue and deliver to the Shareholders the Parent Stock contemplated by this Agreement.

SECTION 4.27. No Undisclosed Events, Liabilities, Developments or Circumstances . No event, liability, development or circumstance has occurred or exists, or is contemplated to occur with respect to the Parent, its subsidiaries or their respective businesses, properties, prospects, operations or financial condition, that would be required to be disclosed by the Parent under applicable securities laws on a registration statement on Form S-1 filed with the SEC relating to an issuance and sale by the Parent of its Parent Stock and which has not been publicly announced.

SECTION 4.28. Foreign Corrupt Practices . Neither the Parent, nor to the Parent's knowledge, any director, officer, agent, employee or other person acting on behalf of the Parent has, in the course of its actions for, or on behalf of, the Parent (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

ARTICLE V

Representations and Warranties of the Principal Shareholder

The Principal Shareholder hereby represents and warrants to the Company and the Shareholders, as follows:

SECTION 5.01. Good Title. The Shareholder is the record and beneficial owner, and has good and marketable title to the PS Shares, free and clear of all liens, security interests, pledges, equities and claims of any kind, voting trusts, shareholder agreements and other encumbrances, and has the right and authority to transfer and surrender such PS Shares to Parent, and has the authority and ability to have the PS Shares cancelled by Parent.

SECTION 5.02. Power and Authority. All acts required to be taken by the Shareholder to enter into this Agreement and to carry out the Transactions have been properly taken. This Agreement constitutes a legal, valid and binding obligation of the Principal Shareholder, enforceable against the Principal Shareholder in accordance with the terms hereof.

SECTION 5.03. No Conflicts. The execution and delivery of this Agreement by the Principal Shareholder and the performance by the Principal Shareholder of his obligations hereunder in accordance with the terms hereof: (i) will not require the consent of any third party or any Governmental Entity under any Laws; (ii) will not violate any Laws applicable to the Principal Shareholder; and (iii) will not violate or breach any contractual obligation to which the Principal Shareholder is a party.

SECTION 5.04. No Finder's Fee. The Principal Shareholder has not created any obligation for any finder's, investment banker's or broker's fee in connection with the Transactions that the Company or the Parent will be responsible for.

SECTION 5.05. Available Information. The Principal Shareholder has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the Transactions.

ARTICLE VI

Deliveries

SECTION 6.01. Deliveries of the Shareholders. At or prior to the Closing, the Shareholders shall deliver to the Escrow Agent:

(a) this Agreement which shall constitute a duly executed share transfer power for transfer by the Shareholders of their Company Shares to the Parent (which Agreement shall constitute a limited power of attorney in the Parent or any officer thereof to effectuate any Share transfers as may be required under applicable law, including, without limitation, recording such transfer in the share registry maintained by the Company for such purpose).

SECTION 6.02. Deliveries of the Parent. At or prior to the Closing, the Parent shall deliver to the Escrow Agent:

(a) a certificate from the Parent, signed by its Secretary or Assistant Secretary certifying that the attached copies of the Parent Charter, Parent Bylaws and resolutions of the Board of Directors of the Parent approving this Agreement and the transactions contemplated hereunder, are all true, complete and correct and remain in full force and effect;

(b) evidence of the resignations of the Principal Shareholder from all offices held with the Parent and as the director of the Parent;

(c) evidence of the election of such directors of the Parent as shall have been designated by the Shareholders effective upon the Closing;

(d) evidence of the election of such officers of the Parent as shall been designated by the Shareholders effective upon the Closing;

(e) such pay-off letters and releases relating to liabilities as the Company shall require in order to result in the Company having no liabilities at Closing and such pay-off letters and releases shall be in form and substance satisfactory to the Company;

(f) if requested, the results of UCC, judgment lien and tax lien searches with respect to the Parent, the results of which indicate no liens on the assets of the Parent;

(g) evidence of requisite approval of the board of directors and shareholders of Parent for (1) the change of name of the Parent from Allied Technologies Group, Inc. to Trio Resources, Inc. (the "Name Change"), (2) an increase in the total authorized shares of Parent Stock, from 75,000,000 shares of Parent Stock to 400,000,000 shares of Parent Stock (the "Authorized Share Increase"), and (3) a forward stock split of the issued and outstanding shares of Parent Stock, such that each lot of one (1) issued and outstanding share of Parent Stock shall be automatically changed and converted into one hundred (100) shares of Parent Stock, payable to all holders of record of the Parent Stock as of December 27, 2012 (the "Forward Stock Split"); and

(h) a fully executed Certificate of Amendment to the Parent Charter effecting the Name Change, the Authorized Share Increase, and the Forward Stock Split; and

(i) certificates representing the new shares of Parent Stock issued to the Shareholders set forth on Exhibit A.

SECTION 6.03. Deliveries of the Company. At or prior to the Closing, the Company shall deliver to the Escrow Agent:

(a) $250,000 cash in U.S. currency; and

(b) a certificate from the Company, signed by its Secretary or Assistant Secretary certifying that the attached copies of the Company's Charter Documents and resolutions of the Board of Directors of the Company approving this Agreement and the Transactions, are all true, complete and correct and remain in full force and effect.

SECTION 6.04. Deliveries of the Principal Shareholder. At or prior to the Closing, the Principal Shareholder shall deliver to the Escrow Agent:

(a) Evidence that the Principal Shareholder had delivered and surrendered the PS Shares to the Parent and that the Parent had cancelled the shares; and

(b) A letter releasing the Company, the Parent, and the Shareholders from any and all claims and liability.

ARTICLE VII

Conditions to Closing

SECTION 7.01. Shareholders and Company Conditions Precedent. The obligations of the Shareholders and the Company to enter into and complete the Closing is subject, at the option of the Shareholders and the Company, to the fulfillment on or prior to the Closing Date of the following conditions.

(a) Representations and Covenants. The representations and warranties of the Parent and the Principal Shareholder contained in this Agreement shall be true in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date. The Parent and Principal Shareholder shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by the Parent on or prior to the Closing Date. The Parent and Principal Shareholder shall have each delivered to the Shareholder and the Company, a certificate, dated the Closing Date, to the foregoing effect.

(b) Litigation. No action, suit or proceeding shall have been instituted before any court or governmental or regulatory body or instituted or threatened by any governmental or regulatory body to restrain, modify or prevent the carrying out of the Transactions or to seek damages or a discovery order in connection with such Transactions, or which has or may have, in the reasonable opinion of the Company or the Shareholders, a materially adverse effect on the assets, properties, business, operations or condition (financial or otherwise) of the Parent or the Company.

(c) No Material Adverse Change. There shall not have been any occurrence, event, incident, action, failure to act, or transaction since March 7, 2012 which has had or is reasonably likely to cause a Parent Material Adverse Effect.

(d) Post-Closing Capitalization. At, and immediately after, the Closing, the authorized capitalization, and the number of issued and outstanding shares of capital stock of the Parent, on a fully-diluted basis, shall be as described in Section 4.03.

(e) SEC Reports. The Parent shall have filed all reports and other documents required to be filed by Parent under the U.S. federal securities laws through the Closing Date.

(f) OTCBB Quotation. The Parent shall have maintained its status as a Company whose common stock is quoted on the Over-the-Counter Bulletin Board and no reason shall exist as to why such status shall not continue immediately following the Closing.

(g) Deliveries. The deliveries specified in Section 6.02 and 6.04 shall have been made by the Parent and the Principal Shareholder, respectively.

(h) No Suspensions of Trading in Parent Stock; Listing. Trading in the Parent Stock shall not have been suspended by the SEC or any trading market (except for any suspensions of trading of not more than one trading day solely to permit dissemination of material information regarding the Parent) at any time since the date of execution of this Agreement, and the Parent Stock shall have been at all times since such date quoted for trading on a trading market.

(i) Satisfactory Completion of Due Diligence. The Company and the Shareholders shall have completed their legal, accounting and business due diligence of the Parent and the results thereof shall be satisfactory to the Company and the Shareholders in their sole and absolute discretion.

SECTION 7.02. Parent Conditions Precedent. The obligations of the Parent to enter into and complete the Closing are subject, at the option of the Parent, to the fulfillment on or prior to the Closing Date of the following conditions, any one or more of which may be waived by the Parent in writing.

(a) Representations and Covenants. The representations and warranties of the Shareholders and the Company contained in this Agreement shall be true in all material respects on and as of the Closing Date with the same force and effect as though made on and as of the Closing Date. The Shareholders and the Company shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by the Shareholders and the Company on or prior to the Closing Date. The Company shall have delivered to the Parent, if requested, a certificate, dated the Closing Date, to the foregoing effect.

(b) Litigation. No action, suit or proceeding shall have been instituted before any court or governmental or regulatory body or instituted or threatened by any governmental or regulatory body to restrain, modify or prevent the carrying out of the Transactions or to seek damages or a discovery order in connection with such Transactions, or which has or may have, in the reasonable opinion of the Parent, a materially adverse effect on the assets, properties, business, operations or condition (financial or otherwise) of the Parent.

(c) Deliveries. The deliveries specified in Section 6.01 and Section 6.03 shall have been made by the Shareholders and the Company, respectively.

(d) Post-Closing Capitalization. At, and immediately after, the Closing, the authorized capitalization, and the number of issued and outstanding shares of the Company, on a fully-diluted basis, shall be described in Section 3.02.

(e) Satisfactory Completion of Due Diligence. The Parent shall have completed its legal, accounting and business due diligence of the Company and the results thereof shall be satisfactory to the Parent in its sole and absolute discretion.

ARTICLE VIII

Exculpation and Indemnification of Escrow Agent.

SECTION 8.01. Indemnification of Escrow Agent. The Escrow Agent shall have no duties or responsibilities other than those expressly set forth herein. The Escrow Agent shall have no duty to enforce any obligation of any person to make any payment or delivery, or to direct or cause any payment or delivery to be made, or to enforce any obligation of any person to perform any other act. The Escrow Agent shall be under no liability to the other Parties or anyone else, by reason of any failure, on the part of any Party or any maker, guarantor, endorser or other signatory of a document or any other person, to perform such person's obligations under any such document. Except for joint written instructions given to the Escrow Agent by the other Parties relating to the Escrowed Funds, the Escrow Agent shall not be obligated to recognize any other agreement between or among the Parties, notwithstanding that references hereto may be made herein and whether or not it has knowledge thereof.

SECTION 8.02. Not Liable to Other Parties. The Escrow Agent shall not be liable to the other Parties or to anyone else for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith and acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Escrow Agent), statement, instrument, report, or other paper or document or any joint written instructions from the Parties (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained), which is believed by the Escrow Agent to be genuine and to be signed or presented by the proper person or persons. The Escrow Agent shall not be bound by any of the terms thereof, unless evidenced by written notice delivered to the Escrow Agent signed by the proper Party or Parties and, if the duties or rights of the Escrow Agent are affected, unless it shall give its prior written consent thereto.

SECTION 8.03. Not Responsible for Form. The Escrow Agent shall not be responsible for the sufficiency or accuracy of the form, or of the execution, validity, value or genuineness of, any document or property received, held or delivered to it hereunder, or of any signature or endorsement thereon, or for any lack of endorsement thereon, or for any description therein; nor shall the Escrow Agent be responsible or liable to the other Parties or to anyone else in any respect on account of the identity, authority or rights, of the person executing or delivering or purporting to execute or deliver any document or property or this Escrow Agreement.

SECTION 8.04. Right to Assume. The Escrow Agent shall have the right to assume, in the absence of written notice to the contrary from the proper person or persons, that a fact or an event, by reason of which an action would or might be taken by the Escrow Agent, does not exist or has not occurred, without incurring liability to the other Parties or to anyone else for any action taken or omitted to be taken or omitted, in good faith and in the exercise of its own best judgment, in reliance upon such assumption.

SECTION 8.05. Joint and Several Indemnification. The Escrow Agent will be indemnified and held harmless by the other Parties, jointly and severally, from and against all expenses, as incurred, including all counsel fees and disbursements, or loss suffered by the Escrow Agent in connection with any action, suit or proceedings involving any claim, or in connection with any claim or demand, which in any way, directly or indirectly, arises out of or relates to this Escrow Agreement, the services of the Escrow Agent hereunder or the monies or other property held by it hereunder. Promptly after the receipt of the Escrow Agent of notice of any demand or claim or the commencement of any action, suit or proceeding, the Escrow Agent shall, if a claim in respect thereof is to be made against either any of the Parties, notify it thereof in writing, but the failure by the Escrow Agent to give such notice shall not relieve any such Party from any liability which the Parties may have to the Escrow Agent hereunder.

SECTION 8.06. Expense or Loss. For purposes hereof, the term “expense or loss” shall include all amounts paid or payable to satisfy any claim, demand or liability, or in settlement of any claim, demand, action, suit or proceeding settled with the express written consent of the Escrow Agent, and all costs and expenses, including, but not limited to, reasonable counsel fees and disbursements, whether or not the Escrow Agent uses outside counsel or its own attorneys, paid or incurred in investigating or defending against any such claim, demand, action, suit or proceeding.

ARTICLE IX

Covenants

SECTION 9.01. Public Announcements. The Parent and the Company will consult with each other before issuing, and provide each other the opportunity to review and comment upon, any press releases or other public statements with respect to the Agreement and the Transactions and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchanges.

SECTION 9.02. Fees and Expenses. All fees and expenses incurred in connection with this Agreement shall be paid by the Party incurring such fees or expenses, whether or not this Agreement is consummated.

SECTION 9.03. Continued Efforts. Each Party shall use commercially reasonable efforts to (a) take all action reasonably necessary to consummate the Transactions, and (b) take such steps and do such acts as may be necessary to keep all of its representations and warranties true and correct as of the Closing Date with the same effect as if the same had been made, and this Agreement had been dated, as of the Closing Date.

SECTION 9.04. Exclusivity. Each of the Parent and the Company shall not (and shall not cause or permit any of their affiliates to) engage in any discussions or negotiations with any person or take any action that would be inconsistent with the Transactions and that has the effect of avoiding the Closing contemplated hereby. Each of the Parent and the Company shall notify each other immediately if any person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing.

SECTION 9.05. Filing of 8-K and Press Release. The Parent shall file, no later than four (4) business days of the Closing Date, a current report on Form 8-K and attach as exhibits all relevant agreements with the SEC disclosing the terms of this Agreement and other requisite disclosure regarding the Transactions.

SECTION 9.06. Access. Each Party shall permit representatives of any other Party to have full access to all premises, properties, personnel, books, records (including Tax records), contracts, and documents of or pertaining to such Party.

SECTION 9.07. Indemnification. The Principal Shareholder agrees to indemnify the Company, the Parent, the Shareholders, and each of the officers, agents, and directors of the Company, the Parent, the Shareholders as of the date of execution of this Agreement against any loss or liability to which it or they may become subject arising out of or based on any inaccuracy appearing in or misrepresentation made under this Agreement, or for any loss or liability incurred as a result of the activity of the Parent or the Principal Shareholder before the date of Closing. The indemnification provided for in this paragraph shall survive the Closing and consummation of the transactions contemplated hereby and termination of this Agreement for two years following the Closing.

SECTION 9.08. Preservation of Business. From the date of this Agreement until the Closing Date, the Company and the Parent shall operate only in the ordinary and usual course of business consistent with their respective past practices (provided, however, that Parent shall not issue any securities without the prior written consent of the Company), and shall use reasonable commercial efforts to (a) preserve intact their respective business organizations, (b) preserve the good will and advantageous relationships with customers, suppliers, independent contractors, employees and other persons material to the operation of their respective businesses, and (c) not permit any action or omission that would cause any of their respective representations or warranties contained herein to become inaccurate or any of their respective covenants to be breached in any material respect.

SECTION 9.09. Conversion of Convertible Notes and Issuance of Shares under Seagel Agreement . On the Closing Date, all Convertible Notes issued by TrioResources AG Inc. shall be assigned and assumed in full on the same terms as previously issued by Allied Technologies Group, Inc. Additionally, on the Closing Date, the Parent shall honor the terms of the Seagel Agreement and issue 5% of the total number of shares outstanding immediately following the closing of this Agreement to Seagel Investment Corp.

ARTICLE X

Miscellaneous

SECTION 10.01. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed given upon receipt by the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

If to the Parent or the Principal Shareholder, to:
Allied Technologies Group, Inc.
28A Horbow-Kolonia
Zalesie, Poland 21-512
Telephone: +48833111672

If to the Company or the Shareholders, to:

Trio-Resources AG Inc.
100 King Street West, Suite 5600
Toronto, Ontario M5X 1C9
Telephone: +1 705.479.1046
Facsimile: +1 705.805.9280

with a copy to:

Anslow & Jaclin, LLP
195 Route 9 South, Suite 204
Manalapan, NJ 07726
Attention: Gregg E. Jaclin, Esq.
Telephone: (732) 409-1212
Facsimile (732) 577-1188

SECTION 10.02. Amendments; Waivers; No Additional Consideration. No provision of this Agreement may be waived or amended except in a written instrument signed by the all of the Parties. No waiver of any default with respect to any provision, condition or requirement of this Agreement shall be deemed to be a continuing waiver in the future or a waiver of any subsequent default or a waiver of any other provision, condition or requirement hereof, nor shall any delay or omission of any Party to exercise any right hereunder in any manner impair the exercise of any such right.

SECTION 10.03. Replacement of Securities. If any certificate or instrument evidencing any Parent Stock is mutilated, lost, stolen or destroyed, the Parent shall issue or cause to be issued in exchange and substitution for and upon cancellation thereof, or in lieu of and substitution therefore, a new certificate or instrument, but only upon receipt of evidence reasonably satisfactory to the Parent of such loss, theft or destruction and customary and reasonable indemnity, if requested. The applicants for a new certificate or instrument under such circumstances shall also pay any reasonable third-party costs associated with the issuance of such replacement Parent Stock. If a replacement certificate or instrument evidencing any Parent Stock is requested due to a mutilation thereof, the Parent may require delivery of such mutilated certificate or instrument as a condition precedent to any issuance of a replacement.

SECTION 10.04. Remedies. In addition to being entitled to exercise all rights provided herein or granted by law, including recovery of damages, the Parties will each be entitled to specific performance under this Agreement. The Parties agree that monetary damages may not be adequate compensation for any loss incurred by reason of any breach of obligations described in the foregoing sentence and hereby agrees to waive in any action for specific performance of any such obligation the defense that a remedy at law would be adequate.

SECTION 10.05. Interpretation. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

SECTION 10.06. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law, or public policy, all other conditions and 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.

SECTION 10.07. Counterparts; Facsimile Execution. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. Facsimile execution and delivery of this Agreement is legal, valid and binding for all purposes.

SECTION 10.08. Entire Agreement; Third Party Beneficiaries. This Agreement, taken together with the Company Disclosure Schedule and the Parent Disclosure Schedule, (a) constitute the entire agreement, and supersede all prior agreements and understandings, both written and oral, among the Parties with respect to the Transactions and (b) are not intended to confer upon any person other than the Parties any rights or remedies.

SECTION 10.09. Governing Law. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without reference to principles of conflicts of laws. Any action or proceeding brought for the purpose of enforcement of any term or provision of this Agreement shall be brought only in the Federal or state courts sitting in New York, New York, and the parties hereby waive any and all rights to trial by jury.

SECTION 10.10. Assignment. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Share Exchange Agreement as of the date first above written.

The Parent:

ALLIED TECHNOLOGIES GROUP, INC.

By: _____
Name: Ihar Yaravenka
Title: President

The Principal Stockholder:

IHAR YARAVENKA

_____
Ihar Yaravenka, Individually

The Company:

TRIORESOURCES AG INC.

By: _____
Name: Duncan Reid
Title: Chief Executive Officer

[Signature Page to Share Exchange Agreement]

The Shareholders:

J. DUNCAN REID

By: _____
Name: J. Duncan Reid, Individually
Number of Shares: 977,530

CHRIS MICHAELSKI

By: _____
Name: Chris Michaelski, Individually
Number of Shares: 50

DONALD J. PAGE

By: _____
Name: Donald J. Page, Individually
Number of Shares: 1,000

CATHY PAGE

By: _____
Name: Cathy Page, Individually
Number of Shares: 10

ALICE BIGRAS

By: _____
Name: Alice Bigras, Individually
Number of Shares: 1,000

GARY BIGELOW

By: _____
Name: Gary Bigelow, Individually
Number of Shares: 100

MICHAEL BIGELOW

By: _____
Name: Michael Bigelow, Individually
Number of Shares: 5

TERRY BIGELOW

By: _____
Name: Terry Bigelow, Individually
Number of Shares: 5

KIM BIGELOW

By: _____
Name: Kim Bigelow, Individually
Number of Shares: 5

SAM KERR

By: _____
Name: Sam Kerr, Individually
Number of Shares: 250

[Signature Page to Share Exchange Agreement]

PATRICIA BIGELOW

By: _____
Name: Patricia Bigelow, Individually
Number of Shares: 5

DUPONT ASSETS MANAGEMENT, INC

By: _____
Name:
Title:
Number of Shares: 6,000

BLUE OAK RIDGE INVESTMENTS INC.

By: _____
Name:
Number of Shares: 20,000

PAUL PAGE

By: _____
Name: Paul Page, Individually
Number of Shares: 10

PETER VECERA

By: _____
Name: Peter Vecera, Individually
Number of Shares: 10

ROBIN FORGET

By: _____
Name: Robin Forget, Individually
Number of Shares: 50

MARESSA TULIPANO

By: _____
Name: Maressa Tulipano, Individually
Number of Shares: 10

CHRISTOPHER TULIPANO

By: _____
Name: Christopher Tulipano, Individually
Number of Shares: 10

LAWRENCE MALONE

By: _____
Name: Lawrence Malone, Individually
Number of Shares: 50

DAVID YARMOLUK

By: _____
Name: David Yarmoluk, Individually
Number of Shares: 50

[Signature Page to Share Exchange Agreement]

VINCENT HO

By: _____
Name: Vincent Ho, Individually
Number of Shares: 100

SIDERION CAPITAL GROUP INC. IN TRUST

By: _____
Name:
Title
Number of Shares: 160,000

DAVID YURMAS

By: _____
Name: David Yurmas, Individually
Number of Shares: 500

CONNIE COLANGELO

By: _____
Name: Connie Colangelo, Individually
Number of Shares: 1,500

CARMEN COLANGELO

By: _____
Name: Carmen Colangelo, Individually
Number of Shares: 1,500

JAY BUDD

By: _____
Name: Jay Budd, Individually
Number of Shares: 250

SHAWBRIDGE SECURITIES CORPORATION

By: _____
Name:
Title:
Number of Shares: 160,000

EURO INVESTMENTS SERVICES LTD

By: _____
Name:
Title:
Number of Shares: 160,000

SEAGEL INVESTMENT LTD.

By: _____
Name:
Title:
Number of Shares: 160,000

GEAR INVEST CORP.

By: _____
Name:
Title:
Number of Shares: 160,000

[Signature Page to Share Exchange Agreement]

MATTHEWS VENTURE INC.	WINDSOR WORLDWIDE INVESTMENTS CORP.
By: _____	By: _____
Name:	Name:
Title:	Title:
Number of Shares: 160,000	Number of Shares: 160,000

[Signature Page to Share Exchange Agreement]

EXHIBIT A

SHAREHOLDERS OF TRIORESOURCES AG INC.

Name of Shareholder	Number of Company Shares Being Exchanged	Number of Shares of Parent Stock to be Received by Shareholder
J. Duncan Reid	977,530	977,530
Chris Michaelski	50	50
Donald J Page	1,000	1,000
Cathy Page	10	10
Alice Bigras	1,000	1,000
Gary Bigelow	100	100
Michael Bigelow	5	5
Terry Bigelow	5	5
Kim Bigelow	5	5
Sam Kerr	250	250
Patricia Bigelow	5	5
Dupont Assets Management, Inc	6,000	6,000
Blue Oak Ridge Investments Inc	20,000	20,000
Paul Page	10	10
Peter Vecera	10	10
Robin Forget	50	50
Maressa Tulipano	10	10
Christopher Tulipano	10	10
Lawrence Malone	50	50
David Yarmoluk	50	50
Vincent Ho	100	100
Siderion Capital Group Inc. In TRUST	160,000	160,000
David Yurmas	500	500
Connie Colangelo	1,500	1,500
Carmen Colangelo	1,500	1,500
Jay Budd 250	250	250
Shawbridge Securities Corporation	160,000	160,000
Euro Investments Services Ltd	160,000	160,000
Seagel Investment Ltd.	160,000	160,000
Gear Invest Corp.	160,000	160,000
Matthews Venture Inc.	160,000	160,000
Windsor Worldwide Investments Corp.	160,000	160,000
TOTALS	2,130,000	2,130,000

090201

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

Certificate of Amendment

(PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT **ABOVE SPACE IS FOR OFFICE USE ONLY**

Certificate of Amendment to Articles of Incorporation
For Nevada Profit Corporations
(Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Allied Technologies Group Inc.

2. The articles have been amended as follows: (provide article numbers, if available)

1. The name of the corporation is: Trio Resources, Inc.

3. The corporation is authorized to issue 400,000,000 shares, par value $0.001 per share.

Upon the date of this Certificate of Amendment to the Articles of Incorporation becomes effective in accordance with the Nevada Revised Statutes, each issued and outstanding share of the common stock of the Corporation, par value $0.001 per share as of the designated record date shall be automatically surrendered and converted into one hundred (100) shares of the common stock of the Corporation, par value $0.001 per share.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is:

4. Effective date and time of filing: (optional) Date: Time:

(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X_____
Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

THIS AGREEMENT is made 17th day of May, 2012

BETWEEN:

TrioResources AG, a Ontario corporation, (the "Purchaser")

- and -

2023682 Ontario Inc. DBA Canamet Resources and Jeffrey D. Reid ,

(the "Vendor")

The Purchaser and the Vendor agree as follows:

1. The Purchaser shall purchase from the Vendor and the Vendor shall sell to the Purchaser, as a going concern, the Vendor's Assets (the "Assets") and all the assets and rights used in carrying on the Business other than cash on hand and in the bank or other similar depository (the "Purchased Assets") including:

(a) Property Parcel 1. PT E 1/2 of N 1/2 Lot 3 CON 4 as in NP 1503 S/T NL 10177 Coleman District of Temiskaming

(b) Property Parcel 2. SW ¼ of N ½ Lot 3 Con 4 as in NP1644 S/T NLT 17839 Coleman District of Temiskaming

(c) Real Property Including the Two buildings, Office/locker room, 40 foot Storage Container, Portable loading ramps

(d) Inventory of Cobalt/Silver feedstock on the property approximately 4,000 metric tons

(e) All Equipment including Cat 235B Excavator, 22x13 Jaw Crusher, Vibratory Screeners, 2 Cat Diesel 300 KVA Generators, Gehl Skid Steer 330, Lift Truck, Digital Scale, and High Speed bagging equipment but excluding Mill Equipment.

(f) Patented Claims 1831 NND and Patented Claim 3694NND.

2 The purchase price payable for the Purchased Assets of $600,000 (the "Purchase Price") shall be allocated in accordance with Schedule A and shall be paid as follows:

(i) cash of $100,000.00 CDN ("Cash"); and

(ii) a Vendor Note representing $500,000 which shall be automatically convertible into common shares of the Company upon the completion of a Go-Public Transaction. The convertible price of the shares shall be the average 5 day BID price of the stock within 30 days of the company going public The Vendor Note shall bear interest at the rate of [3%] per annum starting 12 months after closing. The interest shall be accrued and be added to the principal of the Vendor Note for the purposes of determining the number of shares in on a Go-Public Transaction.

3 The transaction shall be completed on 15th day of June, 2012 (the "Closing Date") at 12 a.m. at Pickering when the Purchaser shall pay the Cash to the Vendor by negotiable certified cheque or bank draft, subject to the adjustments provided for herein, against delivery of the documents to be delivered by the Vendor to the Purchaser hereunder on the Closing Date.

4 Real property taxes, electricity, water, fuel and shall be appropriately adjusted between the Vendor and the Purchaser as of the Closing Date.

5 The Purchaser shall assume the Vendor's obligations with respect to liabilities in respect of which an adjustment is made pursuant to section 4. but shall not assume any other liabilities or obligations of the Vendor. The Vendor shall indemnify and hold the Purchaser harmless against all loss, costs or damages which the Purchaser may suffer as a result of the assertion against the Purchaser at any time after the Closing Date by any person, firm or corporation of any failure or alleged failure of the Vendor to perform or satisfy any of its liabilities or obligations other than those assumed by the Purchaser hereunder.

6 On the Closing Date the Vendor shall deliver to the Purchaser:

a. all conveyances, bills of sale, transfers, assignments, consents and other documents necessary to vest in the Purchaser good and marketable title, free and clear of all liens, charges and encumbrances, to the Purchased Assets;

b. evidence satisfactory to the Purchaser that the Vendor has complied with the *Bulk Sales Act* (Ontario) and that all taxes payable by the Vendor under the *Retail Sales Tax Act* (Ontario) have been paid;

c. evidence satisfactory to the Purchaser that all necessary corporate action (including shareholder approval) has been duly taken to approve this agreement and the sale of the Purchased Assets hereunder.

7 From time to time after the Closing Date, the Vendor shall deliver to the Purchaser such further documents and take such further action as the Purchaser may reasonably request to convey, transfer and assign the Purchased Assets to the Purchaser.

8 Until the Closing Date the Vendor shall:

a. conduct the Business in the ordinary course and maintain the goodwill of the Business;

b. not enter into any contract, commitment or transaction pertaining to the Business except as necessary to conduct the Business in the ordinary course;

c. not increase wages, salaries or other compensation of any employee of the Business;

d. not sell, dispose of or encumber any of the Purchased Assets other than inventories used in the ordinary course of the Business;

e. give to Purchaser's representatives full access during business hours to all assets, agreements and records relating to the Business and furnish them with such information as they may reasonably request.

9 The Purchased Assets shall remain at the risk of the Vendor up to the Closing Date. If any of the Purchased Assets are lost, damaged or destroyed the Purchaser may, at its option, either terminate this agreement or complete the purchase and have all proceeds of insurance paid to it.

a. it owns and has good and marketable title, free and clear of all liens, charges and encumbrances (except for liens for current taxes not yet due) to all of the Purchased Assets and has the right to sell them to the Purchaser;

b. it is a resident of Canada under the *Income Tax Act* (Canada);

c. all facts relating to the Business and the Purchased Assets which would be material to an intending purchaser of the Purchased Assets and the Business have been disclosed to the Purchaser; and

d. the foregoing warranties will be true on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

10 All representations, warranties and agreements contained herein shall survive the closing of the transaction and shall continue for the applicable limitation period.

11 All representations, warranties and agreements of the Vendor herein may, at the Purchaser's option, be treated as conditions, the breach of any of which will entitle the Purchaser to terminate this agreement.

12 Time is of the essence of this agreement.

13 This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

TrioResources AG

by: _____
Angelo Boujos
President

2023682 Ontario Inc.

by: _____
Jeffrey Reid
President

DBA Canamet Resources.

by: _____
Jeffrey Reid
President

Jeffrey Reid.

by: _____
Jeffrey Reid

SCHEDULE A

Purchased Assets

TrioResources AG Inc.

A	Mining Equpt
B	Moterized Equpt
C	Generators/Furances
D	Containers

BREAKDOWN OF PURCHASE AND SALE AGREEMENT				**PURCHASE PRICE**	**LIFE**	**AMORT/ YEAR**	
Crusher		1	A	$ 75,000	5	15000	1,250
Generator		2	A	$ 60,000	5	12000	1,000
Cat Excavator 235B		1	B	$ 45,000	5	9000	750
Screener & Conveyor		1	A	$ 40,000	5	8000	667
Bagger		1	A	$ 25,000	5	5000	417
Digital Scale		1	A	$ 5,000	5	1000	83
Office/Locker Room		1	D	$ 10,000	5	2000	167
Storage Container		1	D	$ 1,000	5	200	17
Furnaces		2	C	$ 16,000	5	3200	267
Ball Mill		1	A	$ 55,000	5	11000	917
Lift Truck		1	B	$ 3,000	5	600	50
Skid Steer		1	B	$ 30,000	5	6000	500
Compressor		1	B	$ 800	5	160	13
Gas Generators		1	B	$ 1,000	5	200	17
Tools		1	E	$ 10,000	5	2000	167
						75360	6282
EQUIPMENT				$ 376,800			
BUILDING/CLAIMS				$ 95,200	20	4,760	396.6667
INVENTORY	4000 MT @ $32			$ 128,000			
TOTAL PURCHASE				$ 600,000			

CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT (the "Agreement"), is made and entered into effective the 17th day of May, 2012, by and between Trio Resources AG Inc., a limited company formed under the laws of Ontario (with its affiliated entities, collectively, the "Company") and Seagel Investment Corp.., a corporation formed under the laws of Ontario (the "Consultant").

RECITALS

WHEREAS, Consultant desires provide business services to Company, and Company desires to engage Consultant as an independent contractor to provide services on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the obligations herein made and undertaken, the parties, intending to be legally bound, covenant and agree as follows:

1. Services.

Consultant shall provide the following "Services" on a best efforts basis:

1.1 Assist you in the establishment or reorganization of your overall corporate structure, which may include Trio Resources AG Inc. (Nevada Public Company) and Trio Resources AG Inc.

1.2 Assist you in developing and implementing appropriate plans and means for presenting your business and business plans, strategy and personnel to the financial community, including introductions to third parties providing corporate services (as needed), such as a transfer agent, public relations/media service, language translation and other corporate specialists.

1.3 Assist you in developing and establishing an image and name for you in the marketplace, which may include making recommendations regarding design of corporate website(s), branding and marketing, subject to you securing your own rights to the use of your names, marks, and logos, consulting with respect to corporate symbols, logos, names, the presentation of such symbols, logos and names, and other matters relating to corporate image.

1.4 Assist in the preparation of press releases, reports and other communications with or to shareholders, the investment community and the general public; and consultation with respect to the timing, form, distribution and other matters related to such releases, reports and communications (subject to your final approval).

1.5 Perform other related consulting services pertaining to your business operations, as reasonably requested and agreed.

2. Compensation for Services.

2.1 In undertaking this engagement and compensation for the services herein, the Company shall promptly pay to Consultant the following:

2.1.1. a commencement bonus of 5% non-dilutable of the common shares and 5% of the preferred shares in the capital stock of the Company to be issued to Consultant (or its designee); and

2.1.2. Twenty Thousand USD ($20,000) per month to Consultant (or its designee), to commence on the date first written above.

2.2 Company shall reimburse Consultant for reasonable expenses incurred in relation to the provision of the Services, including but not limited to expenditures for hotels, meals, first class air or rail fare, taxis, car rental, parking and toll fees, telephone, and incidentals.

2.3 Payment of monthly compensation and reimbursement of expenses may be deferred at the discretion of the Consultant.

2.4 All cash payments and monetary amounts referred to in this Agreement are to be paid in US Dollars only, unless as otherwise explicitly directed by the Consultant.

3. Term and Termination.

3.1 The term of this Agreement shall commence on the date hereof and shall continue for one (1) year, and shall be automatically renewed for a further one (1) year period unless either party gives written notice to the other of its intention to terminate this Agreement 30 days prior to the expiration of the term.

3.2 The obligations of the Company and Consultant as set forth in this Agreement in Section 2 and Section 4 shall survive the termination or expiration of this Agreement.

4. Accurate Information Provided to Consultant.

4.1 The Company represents and warrants to Consultant that any information provided to Consultant (whether written or oral), pertaining to the Company in connection with the performance of Consultant's services hereunder, shall be true and correct and shall will not contain any known untrue statement of material fact or omit to state a known material fact necessary to make the statements made therein misleading.

4.2 The Company acknowledges and understands that, in rendering services hereunder, Consultant will be relying, without independent verification, on the accuracy and completeness of all information that is or will be furnished by the Company to Consultant or any other potential party to a transaction with the Company, and Consultant will not in any respect be responsible for the truth, accuracy, or completeness of such information and Company shall be liable for all damages based on any intentionally omitted or purposeful misinformation.

4.3 The Company shall hold Consultant harmless from any and all liability, expenses or claims arising from the disclosure or use of such information in relation to the Services.

5. Limitation of Liability and Indemnity.

5.1 Except as set forth herein, Consultant makes no representation or warranties to Company and all such representations and warranties are hereby disclaimed.

5.2 The Company agrees to indemnify and hold harmless the Consultant and its affiliates, and the respective directors, officers, shareholders, employees, agents and controlling persons of Consultant and its affiliates (collectively, the "Indemnified Parties"), to the fullest extent lawful, against any and all losses, damages, liabilities, costs, and expenses, joint or several, to which the Indemnified Parties may become subject arising out of or related to any claim, demand, or cause of action (whether civil, criminal, or regulatory in nature) made or threatened by any third party against any of the Indemnified Parties as a result of or based upon any misinformation provided by the Company, actions allegedly or actually taken or omitted to be taken by the Company (including acts or omissions constituting negligence) pursuant to the terms of, or in connection with services rendered pursuant to, this Agreement, and to fund the reasonable legal expenses of the Indemnified Parties for counsel of Consultant's choosing, in advance, upon demand by Consultant, and to reimburse the Indemnified Parties for any other expenses reasonably incurred by them in respect thereof at the time such expenses are incurred; provided, however, the Consultant shall not be liable under the foregoing in respect of any loss, damage or liability if a court having jurisdiction shall have determined by a final judgment that such loss, damage or liability resulted primarily from the willful misconduct of the Consultant.

6. Applicable Law.

6.1 This Agreement is governed by and construed under the laws of Switzerland, and any action brought by either party against the other party to enforce or interpret this Agreement shall be brought in an appropriate Swiss court.

7. Notices.

7.1 Any notice, request, instruction or other document to be given under this Agreement by either party to the other party shall be in writing and (a) delivered personally; (b) sent by facsimile with confirmation of delivery; (c) delivered by overnight express (charges prepaid); or (d) sent by registered or certified mail, postage prepaid:

If to Company to:

TrioResorces AG Inc.
100 King Street West Suite 5600
Toronto, Ontario
Canada M5X 1C9

If to Consultant to:

Seagel Investment Corp.
1053 Glenanna Road
Pickering, Ontario L1V 5E4
Canada

or at such other address for a party as shall be specified by like notice. Any notice which is delivered personally, via facsimile or sent by overnight express in the manner provided in this Section 7 shall be deemed to have been duly given to the party to whom it is addressed upon actual receipt by such party. Any notice which is addressed and mailed in the manner herein provided shall be conclusively presumed to have been given to the party to whom it is addressed at the close of business, local time of the recipient, on the third business day after it is so placed in the mail.

8. Entire Agreement.

8.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all previous agreements between the parties, whether written or oral, with respect to the subject matter.

9. Successors and Assigns.

9.1 The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Neither Consultant nor Company may assign their rights or delegate their obligations under this Agreement without the prior written consent of the other.

10. Modification and Waiver.

10.1 None of the terms or conditions of this Agreement may be waived except in writing by the party which is entitled to the benefits thereof. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by Consultant and Company. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver.

11. Severability.

11.1 If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws by any court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the legality, enforceability or validity of any other provisions or of the same provision as applied to any other fact or circumstance and such illegal, unenforceable or invalid provision shall be modified to the minimum extent necessary to make such provision legal, valid or enforceable, as the case may be.

12. Prevailing Party.

12.1 In the event that either party takes legal action to enforce its rights hereunder, the prevailing party shall be entitled to recover and the other party agrees to pay the prevailing party's reasonable attorney's fees and expenses and suit costs, including those associated with any appellate or post judgment collection proceedings in addition to all other rights and remedies of the prevailing party in connection with such enforcement action.

13. Definition of Affiliate.

13.1 For the purposes hereof, "affiliate" shall mean with respect to any person or entity, any other person, corporation, partnership, trust or other entity that directly or indirectly, through one or more intermediaries, is controlled by, controls or is under common control with, such person or entity.

14. Relationship of the Parties.

14.1 The parties are and shall be engaged in an independent contractor relationship, and nothing contained herein shall make or constitute either party as an agent, broker, licensor, partner, joint venturer, franchiser or franchisee, or employee or employer, one with the other.

15. Full Corporate Authority.

15.1 The Company and Consultant has all requisite corporate power and authority to execute and perform this Agreement, all corporate action necessary for the authorization, execution, delivery and performance of this Agreement has been taken; this Agreement constitutes a valid and binding obligation of the Consultant; the execution and performance of this Agreement by the Company will not violate any provision of the Company's charter or bylaws or any agreement or other instrument to which the Company is a party or by which it is bound.

16. Miscellaneous.

16.1 The headings herein are for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of its provisions.

16.2 This Agreement shall be construed according to its fair meaning and not strictly for or against either party.

16.3 This Agreement may be executed in any number of counterparts and by facsimile transmission, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, on the date and year first above written.

COMPANY:

TrioResources AG Inc.

Name:Jeffery Reid
Title: President & CEO

CONSULTANT:

Seagel Investment Corp.

Name:Angelo Boujos
Title: Managing Director

PRIVATE & CONFIDENTIAL

November 26, 2012

Mr. J. Duncan Reid

Dear Duncan:

On behalf of the Board of Directors of TrioResources AG Inc., I am pleased to offer you the position of Chief Executive Officer ("CEO") of TrioResources AG Inc. ("Employer"). This agreement replaces any prior arrangements with the Company (the "Agreement") with respect to those items listed below.

1. ***Circumstances of Employment***

We confirm that the circumstances of your entering into this Agreement are as follows:

a. Your start date of this Agreement is December 1, 2012

2. ***Position***. In your role as CEO, you will report to the Board of Directors of the Company and will be responsible for such duties as may be agreed to by you and the Board from time to time. You will be expected at all times to perform your duties faithfully, industriously and to the best of your ability, experience and talent, to the reasonable satisfaction of Company.

3. ***Salary and Benefits***.

(a) Base Salary. Your annual base salary will be $240,000 effective December 1, 2012. You will be paid your annual base salary in instalments in arrears in accordance with Employer's payroll practices in effect from time to time, less statutory deductions, by direct deposit into a bank account designated by you or by manual cheque.

(b) Bonus. You are eligible to participate in the Company's bonus program. Any bonus entitlement will be based on the successful and timely completion of projects assigned to you, as well as meeting management's expectations in the performance of your employment, the financial performance of the Company, on a consolidated basis, and will be granted completely in the discretion of the board of directors of the Company

(c) Special Bonus. In the event that there is sale of the either TrioResources AG Inc., or substantially all of the assets of either company, you will be entitled to a special bonus equal to two (2) times your base salary at the time and the average of the last two years bonus declared by the Board of directors. Normal payroll deductions will apply to this payment.

(d) Benefits. You will be eligible, in respect of you and your eligible family members, to participate in Employer's group insurance plan, when and if such group insurance plan becomes available. You understand and agree that Employer reserves the right to unilaterally revise the terms of the group insurance plan or to eliminate any group insurance plan altogether or to never offer any group insurance plan. Please note that benefits will be provided in accordance with the formal plan documents or policies and any issue with respect to entitlement or payment of benefits under any of the group insurance benefits will be governed by the terms of such documents or policies establishing the benefit in issue. In the case of insured benefits, any dispute about entitlement is with the insurer.

(e) Employee Stock Option Plan. At this time, the Company does not have a Stock Option Plan in place. Notwithstanding, you will be eligible, at the discretion of the Employer's board of directors, to participate in such plan at which time it is implemented. Any allocation of Stock Option is at the sole discretion of the Board of Directors of TrioResources AG Inc.

(f) Vacation. In addition to normal statutory holidays recognized by Employer in Ontario, you will be entitled to **six** (**6**) weeks of paid vacation for each calendar year, prorated for each part year of your employment from your start date. If you do not take your vacation in the year in which it is earned, Employer will allow you to carry over those unused vacation days for a period of no longer than **three** months into the next calendar year. All vacation must be taken at mutually agreed times.

(g) Cellular Telephone. Employer agrees that you own your cellular telephone number 416-406-4080. Employer will reimburse you for costs in using such cellular telephone number in the course of performing your employment duties.

(h) Travel. Employer will reimburse you for all reasonable travel and related expenses relating to your employment on a basis consistent with travel expense reimbursement made to other executive employees of **TrioResources.**

(i) Client Entertainment. Employer will reimburse you for all reasonable entertainment and client/customer reward related expenses. Employer agrees that such its annual budget will reference such reasonable amounts.

(j) **Ongoing Education**. The Employer encourages continuing education and it will work with the Employee to determine which courses and events would enhance both the Employee and the Employer. The Employer will reimburse the Employee for any courses that are work related where the Employee successfully passes the course. The Employer will evaluate the Employee attending conferences and where the conferences are approved the Employer will pay for the Employee to attend.

4. ***Expenses***: If you incur expenses, in addition to those referenced in Section 5, in the course of performing your duties, you will be reimbursed for such reasonable expenses actually incurred, following approval by your supervisor of an expense report together with such supporting invoices and/or receipts as are required by Employer's expense reimbursement policy from time to time.

5. ***Termination of Your Employment***.

a. ***For Cause***. Employer may terminate your employment at any time for cause, in which case you will not be entitled to any advance notice of termination or compensation in lieu of notice. Cause for this purpose includes but is not limited to such things as unsatisfactory job performance or insubordination, either of which goes uncorrected 30 days following written warnings from the President and CEO or the Chief Financial Officer, and wilful misconduct that could reasonably be expected to have a material adverse effect on Employer.

b. ***Without Cause***. Employer may terminate your employment at any time without cause on the following terms:

(i) Upon such termination, Employer will continue to pay you your base salary and continue your enrolment in any Employer group benefit plans in which you are enrolled at the time of termination of your employment, for a period of six (6) months from the effective date of termination of your employment,. Upon such termination, Employer will provide payment of any unpaid annual bonus, if any, described in Section 3(b) or 3(c) , but only to the extent that such bonus has been declared by the board of directors of **TrioResources AG Inc.** prior to the expiry of the time period described in the immediately foregoing sentence, and your rights to participate in pension, insurance and other benefit plans and programs of Employer, or to receive similar coverage, if any, shall be as determined under such plans and programs in the circumstances.

(ii) The amounts referenced above include payment of any termination and/or severance pay to which you would be entitled pursuant to the *ESA* or any successor legislation governing your statutory entitlement to payment on the termination of your employment without cause.

(iii) You agree to accept the payments set out in this Section 5(b) in full and final satisfaction of any claim which you may have against Employer or any affiliated entity, including Predecessor, and to sign a full and final release in a form acceptable to Employer following your termination and in consideration of the payments described above, provided however, that such effective release will not affect any right that you, or in the event of your death, your personal representative or beneficiary, otherwise has to any accrued payment or benefit provided for in this Agreement (which for greater certainty, in respect of the annual bonus described in Section 3(b) or 3(c), shall only include a bonus that has been declared by the board of directors of **TrioResources AG Inc.** or to any vested benefits you may have in any employee benefit plan of Employer or its subsidiaries or affiliates **,** or any right you have under any other agreement between you and Employer or any or its subsidiaries or affiliates.

c. ***Resignation***. You may terminate your employment with Employer at any time by providing at least eight (8) weeks advance notice of your intention to resign. Upon such termination, Employer shall have no further obligations hereunder other than to (i) pay you your accrued but unpaid salary, if any, in accordance with Section 3(a) hereof; and (ii) provide payment of unpaid annual bonus, if any, described in Section 3(b) or 3(c) , but only to the extent that such bonus has been declared by the board of directors of **TrioResources AG Inc..** Your rights to participate in pension, insurance and other benefit plans and programs of Employer, or to receive similar coverage, if any, shall be as determined under such plans and programs in the circumstances.

d. ***Termination on Executive's Death.*** In the event of your death during the term of employment under this Agreement, your employment and this Agreement shall automatically terminate. In the event of such termination, Employer shall have no further obligations hereunder, except to pay your beneficiary or legal representative (i) your accrued but unpaid salary, if any, in accordance with Section 3(a) hereof; and (ii) your unpaid annual bonus, if any, described in Section 3(a) or 3(c), but only to the extent that such bonus has been declared by the board of directors of **TrioResources AG Inc..** Your estate's or beneficiary's rights to participate in pension, insurance and other benefit plans and programs of Employer, or to receive similar coverage, if any, shall be as determined under such plans and programs in the circumstances.

6. ***Compliance with Policies***. You agree that you will adhere to all Employer policies, rules, systems and procedures which are in place at Employer, as amended from time to time during the term of your employment. Employer reserves the right to amend the provisions of the Employee policies at any time.

7. ***Confidentiality Obligation***. You acknowledge that in the course of performing your duties for Employer, you may have access to and be entrusted with confidential information of Employer and its affiliated companies including: customer names, prices quoted or paid to customers, and information which concerns the present and contemplated financial status and competitive and business activities of Employer and its affiliates, including its business strategic and acquisition targets. You agree to not directly or indirectly divulge any confidential information relating to Employer, or any affiliated corporation or any of its customers to any person whatsoever except as may be required in the course of performing your employment obligations. You further acknowledge that the disclosure of such confidential information contrary to the provisions of this Section 8 would be highly detrimental to Employer. You agree that the right to maintain the confidentiality of such information constitutes a proprietary right which Employer is entitled to protect. Accordingly, you agree and covenant with Employer that you will not, during the term of your employment or thereafter, disclose any confidential information to any person whatsoever, except as required in the normal course of your employment. Upon termination of your employment with Employer, with or without cause, initiated by us or by you, you will not disclose or make use of any Employer confidential information in any way, directly or indirectly.

   Notwithstanding the foregoing, nothing shall prevent disclosure or use of information by you which:

   (a) prior to its disclosure by you was available to the general public;

   (b) prior to its disclosure by you is disclosed in any publicly available document or published literature;

   (c) becomes otherwise available to the public through no improper act of your own; or

   (d) is disclosed as required by law.

8. ***Non-disparagement***. Each party hereto covenants and agrees that it shall not engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumours, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill any of the other party hereto.

9. ***Assignment.*** This Agreement shall inure to the benefit of and shall be binding upon your heirs, executors, administrators, successors and legal representatives, and shall inure to the benefit of and be binding upon Employer and its successors and assigns. You may not assign this Agreement.

10. ***Entire Agreement.*** This Agreement constitutes the complete understanding between you and Employer with respect to your employment, and no statement, representation, warranty or covenant has been made by you or Employer with respect to this Agreement except as expressly set forth herein. This Agreement shall not be altered, modified, amended or terminated unless agreed to in writing by both you and Employer.

11. ***Waiver.*** A waiver by you or Employer of any breach under this Agreement shall not constitute a waiver of any further breaches of this Agreement.

12. ***Invalidity***. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected by such invalidity.

13. ***Counterparts.*** This Agreement may be executed in counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

14. ***Governing Law***. You agree that this Agreement will be construed in accordance with the laws of the Province of Ontario.

15. ***Independent Legal Advice***. You acknowledge that you have received independent legal advice from counsel prior to signing this Agreement.

[Remainder of page is intentionally left blank]

If you are prepared to accept employment with Employer in accordance with the terms and conditions set out in this letter, please sign a duplicate copy of this letter where indicated below and return to me. The other copy is for your personal files.

We look forward to your acceptance of this offer.

TrioResources AG Inc.

Per: _____

Donald J. Page, CPA, CA, Director

Accepted and Agreed:

_____ _____

J. Duncan Reid Witness

PRIVATE & CONFIDENTIAL

November 26, 2012

Mr. Donald J. Page, CPA, CA
204-50 Old Mill Rd
Oakville, ON L6J 7W1

Dear Don:

On behalf of the Board of Directors of TrioResources AG Inc., I am pleased to offer you the position of Chief Financial Officer ("CFO") of TrioResources AG Inc. ("Employer"). This letter replaces the consulting arrangements with Glister Limited (the "Agreement") with respect to those items listed below.

1. ***Circumstances of Employment***

We confirm that the circumstances of your entering into this Agreement are as follows:

a. Your start date of full time employment is December 1, 2012

b. You have agreed to become a director of the Company subject to the Company having appropriate D&O insurance in place prior to your acceptance.

2. ***Definitions.*** Unless otherwise defined herein, capitalized terms have the meaning set out in Schedule "A" annexed to this Agreement

3. ***Position***. In your role as CFO, you will report to the CEO and will be responsible for such duties as may be agreed to by you and Employer from time to time. You will be expected at all times to perform your duties faithfully, industriously and to the best of your ability, experience and talent, to the reasonable satisfaction of Employer. .

4. ***Salary and Benefits***.

(a) Base Salary. Your annual base salary will be $120,000 effective December 1, 2012. You will be paid your annual base salary in instalments in arrears in accordance with Employer's payroll practices in effect from time to time, less statutory deductions, by direct deposit into a bank account designated by you or by manual cheque.

(b) Bonus. You are eligible to participate in the Company's bonus program. Any bonus entitlement will be based on the successful and timely completion of projects assigned to you, as well as meeting management's expectations in the performance of your employment, the financial performance of the Company. on a consolidated basis, and will be granted completely in the discretion of the board of directors of the Company

(c) Special Bonus. In the event that there is sale of the either TrioResources AG Inc., or substantially all of the assets of either company, you will be entitled to a special bonus equal to two (2) times your base salary at the time and the average of the last two years bonus declared by the Board of directors. Normal payroll deductions will apply to this payment.

(d) Benefits. You will be eligible, in respect of you and your eligible family members, to participate in Employer's group insurance plan, when and if such group insurance plan becomes available. You understand and agree that Employer reserves the right to unilaterally revise the terms of the group insurance plan or to eliminate any group insurance plan altogether or to never offer any group insurance plan. Please note that benefits will be provided in accordance with the formal plan documents or policies and any issue with respect to entitlement or payment of benefits under any of the group insurance benefits will be governed by the terms of such documents or policies establishing the benefit in issue. In the case of insured benefits, any dispute about entitlement is with the insurer.

(e) Employee Stock Option Plan. At this time, the Company does not have a Stock Option Plan in place. Notwithstanding, you will be eligible, at the discretion of the Employer's board of directors, to participate in such plan at which time it is implemented. Any allocation of Stock Option is at the sole discretion of the Board of Directors of TrioResources AG Inc.

(f) Vacation. In addition to normal statutory holidays recognized by Employer in Ontario, you will be entitled to **six** (**6**) weeks of paid vacation for each calendar year, prorated for each part year of your employment from your start date. If you do not take your vacation in the year in which it is earned, Employer will allow you to carry over those unused vacation days for a period of no longer than **three** months into the next calendar year. All vacation must be taken at mutually agreed times.

(g) Cellular Telephone. Employer agrees that you own your cellular telephone number 416-500-4818_. Employer will reimburse you for costs in using such cellular telephone number in the course of performing your employment duties.

(h) Travel. Employer will reimburse you for all reasonable travel and related expenses relating to your employment on a basis consistent with travel expense reimbursement made to other executive employees of **TrioResources.**

(i) Client Entertainment. Employer will reimburse you for all reasonable entertainment and client/customer reward related expenses. Employer agrees that such its annual budget will reference such reasonable amounts.

(j) **Ongoing Education**. The Employer encourages continuing education and it will work with the Employee to determine which courses and events would enhance both the Employee and the Employer. The Employer will reimburse the Employee for any courses that are work related where the Employee successfully passes the course. The Employer will evaluate the Employee attending conferences and where the conferences are approved the Employer will pay for the Employee to attend.

(k) **Professional Dues**. The Employer will reimburse the Employee for annual professional dues.

5. ***Expenses***: If you incur expenses, in addition to those referenced in Section 5, in the course of performing your duties, you will be reimbursed for such reasonable expenses actually incurred, following approval by your supervisor of an expense report together with such supporting invoices and/or receipts as are required by Employer's expense reimbursement policy from time to time.

6. ***Termination of Your Employment***.

a. ***For Cause***. Employer may terminate your employment at any time for cause, in which case you will not be entitled to any advance notice of termination or compensation in lieu of notice. Cause for this purpose includes but is not limited to such things as unsatisfactory job performance or insubordination, either of which goes uncorrected 30 days following written warnings from the President and CEO or the Chief Financial Officer, and wilful misconduct that could reasonably be expected to have a material adverse effect on Employer.

b. ***Without Cause***. Employer may terminate your employment at any time without cause on the following terms:

(i) Upon such termination, Employer will continue to pay you your base salary and continue your enrolment in any Employer group benefit plans in which you are enrolled at the time of termination of your employment, for a period equal to greater of (i) six (6) months from the effective date of termination of your employment,. Upon such termination, Employer will provide payment of any unpaid annual bonus, if any, described in Section 4(b) or 4 (c), but only to the extent that such bonus has been declared by the board of directors of **TrioResources AG Inc.** prior to the expiry of the time period described in the immediately foregoing sentence, and your rights to participate in pension, insurance and other benefit plans and programs of Employer, or to receive similar coverage, if any, shall be as determined under such plans and programs in the circumstances.

(ii) The amounts referenced above include payment of any termination and/or severance pay to which you would be entitled pursuant to the *ESA* or any successor legislation governing your statutory entitlement to payment on the termination of your employment without cause.

(iii) You agree to accept the payments set out in this Section 6(b) in full and final satisfaction of any claim which you may have against Employer or any affiliated entity, including Predecessor, and to sign a full and final release in a form acceptable to Employer following your termination and in consideration of the payments described above, provided however, that such effective release will not affect any right that you, or in the event of your death, your personal representative or beneficiary, otherwise has to any accrued payment or benefit provided for in this Agreement (which for greater certainty, in respect of the annual bonus described in Section 4(b) or 4(c), shall only include a bonus that has been declared by the board of directors of **TrioResources AG Inc.** or to any vested benefits you may have in any employee benefit plan of Employer or its subsidiaries or affiliates **,** or any right you have under any other agreement between you and Employer or any or its subsidiaries or affiliates.

c. ***Resignation***. You may terminate your employment with Employer at any time by providing at least four (4) weeks advance notice of your intention to resign. Upon such termination, Employer shall have no further obligations hereunder other than to (i) pay you your accrued but unpaid salary, if any, in accordance with Section 4(a) hereof; and (ii) provide payment of unpaid annual bonus, if any, described in Section 4(b) or 4(c) , but only to the extent that such bonus has been declared by the board of directors of **TrioResources AG Inc..** Your rights to participate in pension, insurance and other benefit plans and programs of Employer, or to receive similar coverage, if any, shall be as determined under such plans and programs in the circumstances.

d. ***Termination on Executive's Death.*** In the event of your death during the term of employment under this Agreement, your employment and this Agreement shall automatically terminate. In the event of such termination, Employer shall have no further obligations hereunder, except to pay your beneficiary or legal representative (i) your accrued but unpaid salary, if any, in accordance with Section 4(a) hereof; and (ii) your unpaid annual bonus, if any, described in Section 4(b) or 4(c), but only to the extent that such bonus has been declared by the board of directors of **TrioResources AG Inc..** Your estate's or beneficiary's rights to participate in pension, insurance and other benefit plans and programs of Employer, or to receive similar coverage, if any, shall be as determined under such plans and programs in the circumstances.

7. ***Compliance with Policies***. You agree that you will adhere to all Employer policies, rules, systems and procedures which are in place at Employer, as amended from time to time during the term of your employment. Employer reserves the right to amend the provisions of the Employee policies at any time.

8. ***Confidentiality Obligation***. You acknowledge that in the course of performing your duties for Employer, you may have access to and be entrusted with confidential information of Employer and its affiliated companies including: customer names, prices quoted or paid to customers, and information which concerns the present and contemplated financial status and competitive and business activities of Employer and its affiliates, including its business strategic and acquisition targets. You agree to not directly or indirectly divulge any confidential information relating to Employer, or any affiliated corporation or any of its customers to any person whatsoever except as may be required in the course of performing your employment obligations. You further acknowledge that the disclosure of such confidential information contrary to the provisions of this Section 8 would be highly detrimental to Employer. You agree that the right to maintain the confidentiality of such information constitutes a proprietary right which Employer is entitled to protect. Accordingly, you agree and covenant with Employer that you will not, during the term of your employment or thereafter, disclose any confidential information to any person whatsoever, except as required in the normal course of your employment. Upon termination of your employment with Employer, with or without cause, initiated by us or by you, you will not disclose or make use of any Employer confidential information in any way, directly or indirectly.

   Notwithstanding the foregoing, nothing shall prevent disclosure or use of information by you which:

   (a) prior to its disclosure by you was available to the general public;

   (b) prior to its disclosure by you is disclosed in any publicly available document or published literature;

   (c) becomes otherwise available to the public through no improper act of your own; or

   (d) is disclosed as required by law.

9. ***Non-disparagement***. Each party hereto covenants and agrees that it shall not engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumours, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill any of the other party hereto.

10. ***Assignment.*** This Agreement shall inure to the benefit of and shall be binding upon your heirs, executors, administrators, successors and legal representatives, and shall inure to the benefit of and be binding upon Employer and its successors and assigns. You may not assign this Agreement.

11. ***Entire Agreement.*** This Agreement constitutes the complete understanding between you and Employer with respect to your employment, and no statement, representation, warranty or covenant has been made by you or Employer with respect to this Agreement except as expressly set forth herein. This Agreement shall not be altered, modified, amended or terminated unless agreed to in writing by both you and Employer.

12. ***Waiver.*** A waiver by you or Employer of any breach under this Agreement shall not constitute a waiver of any further breaches of this Agreement.

13. ***Invalidity***. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected by such invalidity.

14. ***Counterparts.*** This Agreement may be executed in counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

15. ***Governing Law***. You agree that this Agreement will be construed in accordance with the laws of the Province of Ontario.

16. ***Independent Legal Advice***. You acknowledge that you have received independent legal advice from counsel prior to signing this Agreement.

[Remainder of page is intentionally left blank]

If you are prepared to accept employment with Employer in accordance with the terms and conditions set out in this letter, please sign a duplicate copy of this letter where indicated below and return to me. The other copy is for your personal files.

We look forward to your acceptance of this offer.

TrioResources AG Inc.

Per: _____

J. Duncan Reid, CEO

Accepted and Agreed:

_____ _____

Donald J. Page Witness

SCHEDULE A

PRIMARY RESPONSIBILITIES

Position Summary

The Chief Financial Officer is responsible for directing TrioResources' financial and administrative organization, including the treasury, investor relations, legal, regulatory and human resources, as well as facilities and administrative functions.

Reports to: CEO

Responsibilities

- Responsible for financial operations, including working capital, capital expenditures, debt levels, taxes, budget, and general accounting.
- Develop and direct financial plans to the strategic business plan, company growth, and market opportunities and direction.
- Establish and maintain stable cash flow management policies and procedures, and ensure cash resources are available for daily operations and business and product development.
- Set-up and/or oversee all financial and operational controls and metrics within the organization.
- Participate with the CEO in all capital market activities, including but not limited to meetings with new and existing investors, including participation in road shows, bank meetings, analyst meetings, and more.
- Manage TrioResources' pricing policies, discounts, terms and conditions.
- Analyze current and future business operations and plans to determine financial effectiveness.
- Manage outside lending and equity relationships, as well as relations with investors and shareholders within the investment community.
- Prepare and file federal, provincial, third-party, and other financial reports to ensure compliance with GAAP, Canada Revenue Agency and other taxing entity requirements.
- Evaluate, integrate, and manage TrioResources financial, administrative, human resource, legal and regulatory compliance functions.
- Establish the performance goals, allocate resources, and assess policies for employees, through other managers.

PRIVATE & CONFIDENTIAL

November 26, 2012

Mr. Sam Kerr
69 Stillwater Crescent
Toronto, Ontario
M2R 3S3

Dear Sam:

On behalf of the Board of Directors of TrioResources AG Inc., I am pleased to offer you the position of Vice President ("VP") of TrioResources AG Inc. ("Employer"). This agreement replaces any prior arrangements with the Company (the "Agreement") with respect to those items listed below.

1. ***Circumstances of Employment***

We confirm that the circumstances of your entering into this Agreement are as follows:

a. Your start date of this Agreement is November 26, 2012

2. ***Position***. In your role as VP, you will report to the Board of Directors of the Company and will be responsible for such duties as may be agreed to by you and the Board from time to time. You will be expected at all times to perform your duties faithfully, industriously and to the best of your ability, experience and talent, to the reasonable satisfaction of Company.

3. ***Salary and Benefits***.

(a) Base Salary. Your annual base salary will be $120,000 effective November 26, 2012. You will be paid your annual base salary in instalments in arrears in accordance with Employer's payroll practices in effect from time to time, less statutory deductions, by direct deposit into a bank account designated by you or by manual cheque.

(b) Bonus. You are eligible to participate in the Company's bonus program. Any bonus entitlement will be based on the successful and timely completion of projects assigned to you, as well as meeting management's expectations in the performance of your employment, the financial performance of the Company, on a consolidated basis, and will be granted completely in the discretion of the board of directors of the Company

(c) Special Bonus. In the event that there is sale of the either TrioResources AG Inc., or substantially all of the assets of either company, you will be entitled to a special bonus equal to two (2) times your base salary at the time and the average of the last two years bonus declared by the Board of directors. Normal payroll deductions will apply to this payment.

(d) Benefits. You will be eligible, in respect of you and your eligible family members, to participate in Employer's group insurance plan, when and if such group insurance plan becomes available. You understand and agree that Employer reserves the right to unilaterally revise the terms of the group insurance plan or to eliminate any group insurance plan altogether or to never offer any group insurance plan. Please note that benefits will be provided in accordance with the formal plan documents or policies and any issue with respect to entitlement or payment of benefits under any of the group insurance benefits will be governed by the terms of such documents or policies establishing the benefit in issue. In the case of insured benefits, any dispute about entitlement is with the insurer.

(e) Employee Stock Option Plan. At this time, the Company does not have a Stock Option Plan in place. Notwithstanding, you will be eligible, at the discretion of the Employer's board of directors, to participate in such plan at which time it is implemented. Any allocation of Stock Option is at the sole discretion of the Board of Directors of TrioResources AG Inc.

(f) Vacation. In addition to normal statutory holidays recognized by Employer in Ontario, you will be entitled to **four** (**4**) weeks of paid vacation for each calendar year, prorated for each part year of your employment from your start date. If you do not take your vacation in the year in which it is earned, Employer will allow you to carry over those unused vacation days for a period of no longer than **three** months into the next calendar year. All vacation must be taken at mutually agreed times.

(g) Cellular Telephone. Employer agrees that you own your cellular telephone number 416-822-5583. Employer will reimburse you for costs in using such cellular telephone number in the course of performing your employment duties.

(h) Travel. Employer will reimburse you for all reasonable travel and related expenses relating to your employment on a basis consistent with travel expense reimbursement made to other executive employees of **TrioResources.**

(i) Client Entertainment. Employer will reimburse you for all reasonable entertainment and client/customer reward related expenses. Employer agrees that such its annual budget will reference such reasonable amounts.

(j) **Ongoing Education**. The Employer encourages continuing education and it will work with the Employee to determine which courses and events would enhance both the Employee and the Employer. The Employer will reimburse the Employee for any courses that are work related where the Employee successfully passes the course. The Employer will evaluate the Employee attending conferences and where the conferences are approved the Employer will pay for the Employee to attend.

4. ***Expenses***: If you incur expenses, in addition to those referenced in Section 5, in the course of performing your duties, you will be reimbursed for such reasonable expenses actually incurred, following approval by your supervisor of an expense report together with such supporting invoices and/or receipts as are required by Employer's expense reimbursement policy from time to time.

5. ***Termination of Your Employment***.

a. ***For Cause***. Employer may terminate your employment at any time for cause, in which case you will not be entitled to any advance notice of termination or compensation in lieu of notice. Cause for this purpose includes but is not limited to such things as unsatisfactory job performance or insubordination, either of which goes uncorrected 30 days following written warnings from the President and CEO or the Chief Financial Officer, and wilful misconduct that could reasonably be expected to have a material adverse effect on Employer.

b. ***Without Cause***. Employer may terminate your employment at any time without cause on the following terms:

(i) Upon such termination, Employer will continue to pay you your base salary and continue your enrolment in any Employer group benefit plans in which you are enrolled at the time of termination of your employment, for a period of six (6) months from the effective date of termination of your employment. Upon such termination, Employer will provide payment of any unpaid annual bonus, if any, described in Section 3(b) or 3(c), but only to the extent that such bonus has been declared by the board of directors of **TrioResources AG Inc.** prior to the expiry of the time period described in the immediately foregoing sentence, and your rights to participate in pension, insurance and other benefit plans and programs of Employer, or to receive similar coverage, if any, shall be as determined under such plans and programs in the circumstances.

(ii) The amounts referenced above include payment of any termination and/or severance pay to which you would be entitled pursuant to the *ESA* or any successor legislation governing your statutory entitlement to payment on the termination of your employment without cause.

(iii) You agree to accept the payments set out in this Section 5(b) in full and final satisfaction of any claim which you may have against Employer or any affiliated entity, including Predecessor, and to sign a full and final release in a form acceptable to Employer following your termination and in consideration of the payments described above, provided however, that such effective release will not affect any right that you, or in the event of your death, your personal representative or beneficiary, otherwise has to any accrued payment or benefit provided for in this Agreement (which for greater certainty, in respect of the annual bonus described in Section 3(b) or 3(c), shall only include a bonus that has been declared by the board of directors of **TrioResources AG Inc.** or to any vested benefits you may have in any employee benefit plan of Employer or its subsidiaries or affiliates **,** or any right you have under any other agreement between you and Employer or any or its subsidiaries or affiliates.

c. ***Resignation***. You may terminate your employment with Employer at any time by providing at least four (4) weeks advance notice of your intention to resign. Upon such termination, Employer shall have no further obligations hereunder other than to (i) pay you your accrued but unpaid salary, if any, in accordance with Section 3(a) hereof; and (ii) provide payment of unpaid annual bonus, if any, described in Section 3(b) or 3(c), but only to the extent that such bonus has been declared by the board of directors of **TrioResources AG Inc..** Your rights to participate in pension, insurance and other benefit plans and programs of Employer, or to receive similar coverage, if any, shall be as determined under such plans and programs in the circumstances.

d. ***Termination on Executive's Death.*** In the event of your death during the term of employment under this Agreement, your employment and this Agreement shall automatically terminate. In the event of such termination, Employer shall have no further obligations hereunder, except to pay your beneficiary or legal representative (i) your accrued but unpaid salary, if any, in accordance with Section 3(a) hereof; and (ii) your unpaid annual bonus, if any, described in Section 3(b) or 3(c), but only to the extent that such bonus has been declared by the board of directors of **TrioResources AG Inc..** Your estate's or beneficiary's rights to participate in pension, insurance and other benefit plans and programs of Employer, or to receive similar coverage, if any, shall be as determined under such plans and programs in the circumstances.

6. ***Compliance with Policies***. You agree that you will adhere to all Employer policies, rules, systems and procedures which are in place at Employer, as amended from time to time during the term of your employment. Employer reserves the right to amend the provisions of the Employee policies at any time.

7. ***Confidentiality Obligation***. You acknowledge that in the course of performing your duties for Employer, you may have access to and be entrusted with confidential information of Employer and its affiliated companies including: customer names, prices quoted or paid to customers, and information which concerns the present and contemplated financial status and competitive and business activities of Employer and its affiliates, including its business strategic and acquisition targets. You agree to not directly or indirectly divulge any confidential information relating to Employer, or any affiliated corporation or any of its customers to any person whatsoever except as may be required in the course of performing your employment obligations. You further acknowledge that the disclosure of such confidential information contrary to the provisions of this Section 8 would be highly detrimental to Employer. You agree that the right to maintain the confidentiality of such information constitutes a proprietary right which Employer is entitled to protect. Accordingly, you agree and covenant with Employer that you will not, during the term of your employment or thereafter, disclose any confidential information to any person whatsoever, except as required in the normal course of your employment. Upon termination of your employment with Employer, with or without cause, initiated by us or by you, you will not disclose or make use of any Employer confidential information in any way, directly or indirectly.

   Notwithstanding the foregoing, nothing shall prevent disclosure or use of information by you which:

   (a) prior to its disclosure by you was available to the general public;

   (b) prior to its disclosure by you is disclosed in any publicly available document or published literature;

   (c) becomes otherwise available to the public through no improper act of your own; or

   (d) is disclosed as required by law.

8. ***Non-disparagement***. Each party hereto covenants and agrees that it shall not engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumours, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or goodwill any of the other party hereto.

9. ***Assignment.*** This Agreement shall inure to the benefit of and shall be binding upon your heirs, executors, administrators, successors and legal representatives, and shall inure to the benefit of and be binding upon Employer and its successors and assigns. You may not assign this Agreement.

10. ***Entire Agreement.*** This Agreement constitutes the complete understanding between you and Employer with respect to your employment, and no statement, representation, warranty or covenant has been made by you or Employer with respect to this Agreement except as expressly set forth herein. This Agreement shall not be altered, modified, amended or terminated unless agreed to in writing by both you and Employer.

11. ***Waiver.*** A waiver by you or Employer of any breach under this Agreement shall not constitute a waiver of any further breaches of this Agreement.

12. ***Invalidity***. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected by such invalidity.

13. ***Counterparts.*** This Agreement may be executed in counterparts each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

14. ***Governing Law***. You agree that this Agreement will be construed in accordance with the laws of the Province of Ontario.

15. ***Independent Legal Advice***. You acknowledge that you have received independent legal advice from counsel prior to signing this Agreement.

[Remainder of page is intentionally left blank]

If you are prepared to accept employment with Employer in accordance with the terms and conditions set out in this letter, please sign a duplicate copy of this letter where indicated below and return to me. The other copy is for your personal files.

We look forward to your acceptance of this offer.

TrioResources AG Inc.

Per: _____

J. Duncan Reid, CEO

Accepted and Agreed:

_____ _____

Sam Kerr Witness

SCHEDULE A

PRIMARY RESPONSIBILITIES

Position Summary

The Vice President is responsible for directing TrioResources' business development and investor relations initiatives. This includes strategic planning with regard to the Company's operations, all governing compliance and regulations, public image, marketing and advertising programs, as well as liaising with potential investors and institutions. Moreover, the Vice President is responsible for coordinating the implementation and organization of the Company's short, intermediate, and long-term business plan, through working with all departments and officers of the company in order to align their efforts.

Reports to: CEO

Responsibilities

- Coordinate with the CEO and CFO in authoring the business plan of the Company. This will include establishing essential target dates for milestones and other stages of development.
- Responsible for strategic planning across all Company levels, through coordinating the efforts of all departments, in aligning the operations of the business and the Company's funding and promotion.
- Develop investment strategy with CFO, through which the Company will optimize its market exposure and volume of shares traded.
- Establish relationships with US market makers, broker-dealers, funds, and institutions in order to further the company's exposure and backing.
- Responsible for reviewing all government documents and Company filings, and coordinating with legal counsel over filings.
- Liaise with all applicable government agencies in order to ascertain the necessary compliance and regulatory obligations of the Company, and to provide point-of-contact to any outside consulting agencies through which the Company will maintain its compliance.
- Source the purchase of mining and milling equipment, as well as their import/transport to the mine, and all related infrastructural considerations.
- Provide support to CEO and CFO in any/all of their roles, in ensuring the consistency and completeness of all tasks.
- Preparing all marketing collateral, investor presentations & documentations.
- Maintaining Company website, including back-end support, providing that all information is accurate and up-to-date.
- Oversee the assay results of wastewater in order to coordinate MMER and MISA compliance.

CONVERTIBLE NOTE

ISSUER: **TRIO RESOURCES AG INC. (THE "DEBTOR")**

HOLDER: **INCENDIA MANAGEMENT GROUP INC. (THE "CREDITOR")**

DATE: **SEPTEMBER 30TH, 2012**

FOR VALUE RECEIVED up to September 30th, 2012, the Debtor hereby acknowledges itself indebted to, and promises to pay to the Creditor in cash, certified cheque, bank draft or wire of immediately available funds, the principal sum of Two Hundred and Sixty Six Thousand Four Hundred and Forty Four Dollars and Seventy Cents **(CDN$266,444.70)** (the "**Principal**") in the manner set forth herein.

1. **Payment.** Other than as set out herein, the Debtor shall pay all Principal without setoff or counterclaim and without deduction or withholding for or on account of any present or future taxes, levies, duties, imports or other charge of any kind.

2. **Conversion of Principal and Repayment.** At the option of the Creditor and subject to applicable securities laws, the entire principal amount outstanding represented by this Convertible Note, plus any accrued interest thereon, may be converted into common shares of the Debtor at $1.00 per common share. In the event that the Debtor goes public the Convertible Note may be converted into common shares of the Public Company at the lower of $1.00 per share or at the initial listing price less 20% discount of the public Shares or any financing that is done by the company via registration statement the debtor has an option to convert at whichever price is the lowest of all options above. After such conversion, all obligations of the Debtor to the Creditor pursuant to this Convertible Note shall be deemed to have been satisfied.

3. **Security.** The Convertible Note shall be secured until company becomes a Publicly Traded and the Note is converted to shares or note is paid.

4. **Term:** The term of the Convertible Note shall be 2 years from the date of issue.

5. **Repayment**. The Principal and accrued interest shall be repaid on or before the end of the Term from either: (a) the proceeds from a financing that the Debtor may complete; (b) excess working capital not required for the operations of the business, or (c) conversion into common shares as outlined above. There shall be no penalty or bonus for repayment of the Convertible Note prior to the end of the Term. Creditor has the right as he chooses to convert the debt note to shares of the public company at the conversion rate agreed upon above at his option at any time during the period listed above at which time both the principal and accrued interest will become due for the purpose of conversion.

6. **Demand.** The entire unpaid Principal owing by the Debtor to the Creditor evidenced hereby shall forthwith become due and payable at (a) the end of the Term; (b) the Creditor has the option to convert the debt to shares at any time of the term of this Convertible Note once the company becomes Publicly traded and (c) upon demand by the Creditor if: (i) the Debtor makes default in the observance or performance of any written covenant or undertaking given by the Debtor to the Creditor pursuant to a specific security agreement to be entered into between the Debtor and the Creditor; (ii) the Debtor makes default in payment of any indebtedness or liability of the Debtor to the Creditor when due whether hereunder or not and such default is not cured within 30 days following receipt or deemed receipt of such default; (iii) an order is made or a resolution passed for the winding-up of the Debtor, or a petition is filed for the winding-up of the Debtor; (iv) the Debtor becomes insolvent or makes an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition is filed or presented against the Debtor; (v) any proceedings with respect to the Debtor are commenced under the *Companies' Creditors Arrangement Act* (Canada) or the *Bankruptcy and Insolvency Act* (Canada); (vi) a judgment, execution or any other similar process of any court becomes enforceable against the Debtor or a distress or analogous process is levied upon the property of the Debtor or any part thereof; (vii) the Debtor shall permit any sum which has been admitted as due by the Debtor or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the property of the Debtor to remain unpaid for thirty (30) days after proceedings have been taken to enforce the same; (viii) the Debtor ceases or threatens to cease to carry on its business or commits or threatens to commit any act of bankruptcy; or (ix) any material licenses, permits or approvals required by any law, regulation or governmental policy or by any governmental agency or commission for the operation by the Debtor of its business shall be withdrawn or cancelled .

7. **Interest.** The outstanding Principal shall bear interest at the rate of 10% per annum. The interest shall accrue and be paid at the end of the Term or at the end of the conversion period.

8. **Continuing Obligation.** This Convertible Note shall remain an obligation of the Debtor until the Principal has been fully satisfied by the Debtor either by repayment or conversion into equity.

9. **Notices.** Any notice, consent or approval required or permitted to be given in connection with this Convertible Note (in this Section referred to as a "**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile:

(a) in the case of a Notice to the Debtor at:

100 King Street West, Suite 5600
Toronto ON
M5X 1C9
Attention: Chief Financial Officer

(b) in the case of a Notice to the Creditor at:

Attention: Incendia Management Group Inc.
1053 Glenanna Road
Pickering, Ontario
L1V 5E4

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a business day then the Notice shall be deemed to have been given and received on the next business day.

Any party may, from time to time, change its address by giving Notice to the other party in accordance with the provisions of this Section.

10. **Jurisdiction.** The provisions of this Convertible Note shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

11. **Assignment.** This Convertible Note, or any part thereof or any rights thereunder, shall be assignable by the Debtor at its sole discretion.

Legal*8038125.2

12. **Enurement.** This Convertible Note and each of its provisions shall be binding upon and shall enure to the benefit of the Creditor and its successors and assigns, and the Debtor and its successors and assigns. The term "successor" shall include, without limitation, any person resulting from the amalgamation, merger or combination of the Debtor with one or more other persons.

13. **Waivers.** A waiver by the Creditor of any right or remedy under this Convertible Note on any occasion shall not be a bar to exercise of the same right or remedy on any subsequent occasion or of any other right or remedy at any time. The Debtor hereby expressly waives presentment, demand, and protest, dishonor and nonpayment of this Convertible Note, and all other notices or demands of any kind in connection with the delivery, acceptance, performance, default or enforcement hereof, and hereby consents to any delays, extensions of time, renewals, waivers or modifications that may be granted or consented to by the Creditor with respect to the time of payment or any other provision hereof.

IN WITNESS WHEREOF the parties Debtor has executed this Convertible Note by a duly authorized officer.

DATED as of September 30th, 2012.

TRIO RESOURCES AG INC.

Per: _____
Name: J. Duncan Reid
Title: CEO

Legal*8038125.2

CONVERTIBLE NOTE

ISSUER: **TRIO RESOURCES AG INC. (THE "DEBTOR")**

HOLDER: **SIDERION CAPITAL GROUP INC. (THE "CREDITOR")**

DATE: **SEPTEMBER 30TH, 2012**

FOR VALUE RECEIVED up to September 30th, 2012, the Debtor hereby acknowledges itself indebted to, and promises to pay to the Creditor in cash, certified cheque, bank draft or wire of immediately available funds, the principal sum of Two Hundred and Ninety Five Thousand One Hundred and Sixty Two Dollars and Fifty One Cents **(CDN$295,162.51)** (the "**Principal**") in the manner set forth herein.

1. **Payment.** Other than as set out herein, the Debtor shall pay all Principal without setoff or counterclaim and without deduction or withholding for or on account of any present or future taxes, levies, duties, imports or other charge of any kind.

2. **Conversion of Principal and Repayment.** At the option of the Creditor and subject to applicable securities laws, the entire principal amount outstanding represented by this Convertible Note, plus any accrued interest thereon, may be converted into common shares of the Debtor at $1.00 per common share. In the event that the Debtor goes public the Convertible Note may be converted into common shares of the Public Company at the lower of $1.00 per share or at the initial listing price less 20% discount of the public Shares or any financing that is done by the company via registration statement the debtor has an option to convert at whichever price is the lowest of all options above. After such conversion, all obligations of the Debtor to the Creditor pursuant to this Convertible Note shall be deemed to have been satisfied.

3. **Security.** The Convertible Note shall be secured until company becomes a Publicly Traded and the Note is converted to shares or note is paid.

4. **Term:** The term of the Convertible Note shall be 2 years from the date of issue.

5. **Repayment**. The Principal and accrued interest shall be repaid on or before the end of the Term from either: (a) the proceeds from a financing that the Debtor may complete; (b) excess working capital not required for the operations of the business, or (c) conversion into common shares as outlined above. There shall be no penalty or bonus for repayment of the Convertible Note prior to the end of the Term. Creditor has the right as he chooses to convert the debt note to shares of the public company at the conversion rate agreed upon above at his option at any time during the period listed above at which time both the principal and accrued interest will become due for the purpose of conversion.

6. **Demand.** The entire unpaid Principal owing by the Debtor to the Creditor evidenced hereby shall forthwith become due and payable at (a) the end of the Term; (b) the Creditor has the option to convert the debt to shares at any time of the term of this Convertible Note once the company becomes Publicly traded and (c) upon demand by the Creditor if: (i) the Debtor makes default in the observance or performance of any written covenant or undertaking given by the Debtor to the Creditor pursuant to a specific security agreement to be entered into between the Debtor and the Creditor; (ii) the Debtor makes default in payment of any indebtedness or liability of the Debtor to the Creditor when due whether hereunder or not and such default is not cured within 30 days following receipt or deemed receipt of such default; (iii) an order is made or a resolution passed for the winding-up of the Debtor, or a petition is filed for the winding-up of the Debtor; (iv) the Debtor becomes insolvent or makes an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition is filed or presented against the Debtor; (v) any proceedings with respect to the Debtor are commenced under the *Companies' Creditors Arrangement Act* (Canada) or the *Bankruptcy and Insolvency Act* (Canada); (vi) a judgment, execution or any other similar process of any court becomes enforceable against the Debtor or a distress or analogous process is levied upon the property of the Debtor or any part thereof; (vii) the Debtor shall permit any sum which has been admitted as due by the Debtor or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the property of the Debtor to remain unpaid for thirty (30) days after proceedings have been taken to enforce the same; (viii) the Debtor ceases or threatens to cease to carry on its business or commits or threatens to commit any act of bankruptcy; or (ix) any material licenses, permits or approvals required by any law, regulation or governmental policy or by any governmental agency or commission for the operation by the Debtor of its business shall be withdrawn or cancelled .

7. **Interest.** The outstanding Principal shall bear interest at the rate of 10% per annum. The interest shall accrue and be paid at the end of the Term or at the end of the conversion period.

8. **Continuing Obligation.** This Convertible Note shall remain an obligation of the Debtor until the Principal has been fully satisfied by the Debtor either by repayment or conversion into equity.

9. **Notices.** Any notice, consent or approval required or permitted to be given in connection with this Convertible Note (in this Section referred to as a "**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile:

(a) in the case of a Notice to the Debtor at:

100 King Street West, Suite 5600
Toronto ON
M5X 1C9
Attention: Chief Financial Officer

(b) in the case of a Notice to the Creditor at:

Attention: Siderion Capital Group Inc.
1053 Glenanna Road
Pickering, Ontario
L1V 5E4

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a business day then the Notice shall be deemed to have been given and received on the next business day.

Any party may, from time to time, change its address by giving Notice to the other party in accordance with the provisions of this Section.

10. **Jurisdiction.** The provisions of this Convertible Note shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

11. **Assignment.** This Convertible Note, or any part thereof or any rights thereunder, shall be assignable by the Debtor at its sole discretion.

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12. **Enurement.** This Convertible Note and each of its provisions shall be binding upon and shall enure to the benefit of the Creditor and its successors and assigns, and the Debtor and its successors and assigns. The term "successor" shall include, without limitation, any person resulting from the amalgamation, merger or combination of the Debtor with one or more other persons.

13. **Waivers.** A waiver by the Creditor of any right or remedy under this Convertible Note on any occasion shall not be a bar to exercise of the same right or remedy on any subsequent occasion or of any other right or remedy at any time. The Debtor hereby expressly waives presentment, demand, and protest, dishonor and nonpayment of this Convertible Note, and all other notices or demands of any kind in connection with the delivery, acceptance, performance, default or enforcement hereof, and hereby consents to any delays, extensions of time, renewals, waivers or modifications that may be granted or consented to by the Creditor with respect to the time of payment or any other provision hereof.

IN WITNESS WHEREOF the parties Debtor has executed this Convertible Note by a duly authorized officer.

DATED as of September 30th, 2012.

TRIO RESOURCES AG INC.

Per: _____
Name: J. Duncan Reid
Title: CEO

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CONVERTIBLE NOTE

ISSUER: **TRIO RESOURCES AG INC. (THE "DEBTOR")**

HOLDER: **SEAGEL INVESTMENT CORP. (THE "CREDITOR")**

DATE: **SEPTEMBER 30TH, 2012**

FOR VALUE RECEIVED up to September 30, 2012, the Debtor hereby acknowledges itself indebted to, and promises to pay to the Creditor in cash, certified cheque, bank draft or wire of immediately available funds, the principal sum of Forty Nine Thousand Dollars **(CDN$49,000.00)** (the "**Principal**") in the manner set forth herein.

1. **Payment.** Other than as set out herein, the Debtor shall pay all Principal without setoff or counterclaim and without deduction or withholding for or on account of any present or future taxes, levies, duties, imports or other charge of any kind.

2. **Conversion of Principal and Repayment.** At the option of the Creditor and subject to applicable securities laws, the entire principal amount outstanding represented by this Convertible Note, plus any accrued interest thereon, may be converted into common shares of the Debtor at $1.00 per common share. In the event that the Debtor goes public the Convertible Note may be converted into common shares of the Public Company at the lower of $1.00 per share or at the initial listing price less 20% discount of the public Shares or any financing that is done by the company via registration statement the debtor has an option to convert at whichever price is the lowest of all options above. After such conversion, all obligations of the Debtor to the Creditor pursuant to this Convertible Note shall be deemed to have been satisfied.

3. **Security.** The Convertible Note shall be secured until company becomes a Publicly Traded and the Note is converted to shares or note is paid.

4. **Term:** The term of the Convertible Note shall be 2 years from the date of issue.

5. **Repayment**. The Principal and accrued interest shall be repaid on or before the end of the Term from either: (a) the proceeds from a financing that the Debtor may complete; (b) excess working capital not required for the operations of the business, or (c) conversion into common shares as outlined above. There shall be no penalty or bonus for repayment of the Convertible Note prior to the end of the Term. Creditor has the right as he chooses to convert the debt note to shares of the public company at the conversion rate agreed upon above at his option at any time during the period listed above at which time both the principal and accrued interest will become due for the purpose of conversion.

6. **Demand.** The entire unpaid Principal owing by the Debtor to the Creditor evidenced hereby shall forthwith become due and payable at (a) the end of the Term; (b) the Creditor has the option to convert the debt to shares at any time of the term of this Convertible Note once the company becomes Publicly traded and (c) upon demand by the Creditor if: (i) the Debtor makes default in the observance or performance of any written covenant or undertaking given by the Debtor to the Creditor pursuant to a specific security agreement to be entered into between the Debtor and the Creditor; (ii) the Debtor makes default in payment of any indebtedness or liability of the Debtor to the Creditor when due whether hereunder or not and such default is not cured within 30 days following receipt or deemed receipt of such default; (iii) an order is made or a resolution passed for the winding-up of the Debtor, or a petition is filed for the winding-up of the Debtor; (iv) the Debtor becomes insolvent or makes an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition is filed or presented against the Debtor; (v) any proceedings with respect to the Debtor are commenced under the *Companies' Creditors Arrangement Act* (Canada) or the *Bankruptcy and Insolvency Act* (Canada); (vi) a judgment, execution or any other similar process of any court becomes enforceable against the Debtor or a distress or analogous process is levied upon the property of the Debtor or any part thereof; (vii) the Debtor shall permit any sum which has been admitted as due by the Debtor or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the property of the Debtor to remain unpaid for thirty (30) days after proceedings have been taken to enforce the same; (viii) the Debtor ceases or threatens to cease to carry on its business or commits or threatens to commit any act of bankruptcy; or (ix) any material licenses, permits or approvals required by any law, regulation or governmental policy or by any governmental agency or commission for the operation by the Debtor of its business shall be withdrawn or cancelled .

7. **Interest.** The outstanding Principal shall bear interest at the rate of 10% per annum. The interest shall accrue and be paid at the end of the Term or at the end of the conversion period.

8. **Continuing Obligation.** This Convertible Note shall remain an obligation of the Debtor until the Principal has been fully satisfied by the Debtor either by repayment or conversion into equity.

9. **Notices.** Any notice, consent or approval required or permitted to be given in connection with this Convertible Note (in this Section referred to as a "**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile:

(a) in the case of a Notice to the Debtor at:

100 King Street West, Suite 5600
Toronto ON
M5X 1C9
Attention: Chief Financial Officer

(b) in the case of a Notice to the Creditor at:

Attention: Seagel Investment Corp.
1053 Glenanna Road
Pickering, Ontario
L1V 5E4

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a business day then the Notice shall be deemed to have been given and received on the next business day.

Any party may, from time to time, change its address by giving Notice to the other party in accordance with the provisions of this Section.

10. **Jurisdiction.** The provisions of this Convertible Note shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

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11. **Assignment.** This Convertible Note, or any part thereof or any rights thereunder, shall be assignable by the Debtor at its sole discretion.

12. **Enurement.** This Convertible Note and each of its provisions shall be binding upon and shall enure to the benefit of the Creditor and its successors and assigns, and the Debtor and its successors and assigns. The term "successor" shall include, without limitation, any person resulting from the amalgamation, merger or combination of the Debtor with one or more other persons.

13. **Waivers.** A waiver by the Creditor of any right or remedy under this Convertible Note on any occasion shall not be a bar to exercise of the same right or remedy on any subsequent occasion or of any other right or remedy at any time. The Debtor hereby expressly waives presentment, demand, and protest, dishonor and nonpayment of this Convertible Note, and all other notices or demands of any kind in connection with the delivery, acceptance, performance, default or enforcement hereof, and hereby consents to any delays, extensions of time, renewals, waivers or modifications that may be granted or consented to by the Creditor with respect to the time of payment or any other provision hereof.

IN WITNESS WHEREOF the parties Debtor has executed this Convertible Note by a duly authorized officer.

DATED as of September 30th, 2012.

TRIO RESOURCES AG INC.

Per: _____
Name: J. Duncan Reid
Title: CEO

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CONVERTIBLE NOTE

ISSUER: **TRIO RESOURCES AG INC. (THE "DEBTOR")**

HOLDER: **SEAGEL INVESTMENT LTD. (THE "CREDITOR")**

DATE: **OCTOBER 31ST, 2012**

FOR VALUE RECEIVED up to October 31st, 2012, the Debtor hereby acknowledges itself indebted to, and promises to pay to the Creditor in cash, certified cheque, bank draft or wire of immediately available funds, the principal sum of Four Hundred and Thirty Five Thousand and Eighty Dollars and Eighty Two Cents **(USD$345,080.82)** (the "**Principal**") in the manner set forth herein.

1. **Payment.** Other than as set out herein, the Debtor shall pay all Principal without setoff or counterclaim and without deduction or withholding for or on account of any present or future taxes, levies, duties, imports or other charge of any kind.

2. **Conversion of Principal and Repayment.** At the option of the Creditor and subject to applicable securities laws, the entire principal amount outstanding represented by this Convertible Note, plus any accrued interest thereon, may be converted into common shares of the Debtor at $1.00 per common share. In the event that the Debtor goes public the Convertible Note may be converted into common shares of the Public Company at the lower of $1.00 per share or at the initial listing price less 20% discount of the public Shares or any financing that is done by the company via registration statement the debtor has an option to convert at whichever price is the lowest of all options above. After such conversion, all obligations of the Debtor to the Creditor pursuant to this Convertible Note shall be deemed to have been satisfied.

3. **Security.** The Convertible Note shall be secured until company becomes a Publicly Traded and the Note is converted to shares or note is paid.

4. **Term:** The term of the Convertible Note shall be 2 years from the date of issue.

5. **Repayment**. The Principal and accrued interest shall be repaid on or before the end of the Term from either: (a) the proceeds from a financing that the Debtor may complete; (b) excess working capital not required for the operations of the business, or (c) conversion into common shares as outlined above. There shall be no penalty or bonus for repayment of the Convertible Note prior to the end of the Term. This option shall be agreed upon by the Creditor if Creditor chooses to convert to shares at his option.

6. **Demand.** The entire unpaid Principal owing by the Debtor to the Creditor evidenced hereby shall forthwith become due and payable at (a) the end of the Term; (b) the Creditor has the option to convert the debt to shares at any time of the term of this Convertible Note once the company becomes Publicly traded and (c) upon demand by the Creditor if: (i) the Debtor makes default in the observance or performance of any written covenant or undertaking given by the Debtor to the Creditor pursuant to a specific security agreement to be entered into between the Debtor and the Creditor; (ii) the Debtor makes default in payment of any indebtedness or liability of the Debtor to the Creditor when due whether hereunder or not and such default is not cured within 30 days following receipt or deemed receipt of such default; (iii) an order is made or a resolution passed for the winding-up of the Debtor, or a petition is filed for the winding-up of the Debtor; (iv) the Debtor becomes insolvent or makes an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition is filed or presented against the Debtor; (v) any proceedings with respect to the Debtor are commenced under the *Companies' Creditors Arrangement Act* (Canada) or the *Bankruptcy and Insolvency Act* (Canada); (vi) a judgment, execution or any other similar process of any court becomes enforceable against the Debtor or a distress or analogous process is levied upon the property of the Debtor or any part thereof; (vii) the Debtor shall permit any sum which has been admitted as due by the Debtor or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the property of the Debtor to remain unpaid for thirty (30) days after proceedings have been taken to enforce the same; (viii) the Debtor ceases or threatens to cease to carry on its business or commits or threatens to commit any act of bankruptcy; or (ix) any material licenses, permits or approvals required by any law, regulation or governmental policy or by any governmental agency or commission for the operation by the Debtor of its business shall be withdrawn or cancelled .

7. **Interest.** The outstanding Principal shall bear interest at the rate of 10% per annum. The interest shall accrue and be paid at the end of the Term or at the end of the conversion period.

8. **Continuing Obligation.** This Convertible Note shall remain an obligation of the Debtor until the Principal has been fully satisfied by the Debtor either by repayment or conversion into equity.

9. **Notices.** Any notice, consent or approval required or permitted to be given in connection with this Convertible Note (in this Section referred to as a "**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile:

(a) in the case of a Notice to the Debtor at:

100 King Street West, Suite 5600
Toronto ON
M5X 1C9
Attention: Chief Financial Officer

(b) in the case of a Notice to the Creditor at:

Attention: Seagel Investment Ltd.
Withfield Tower
4792 Coney Drive
Belize City, Belize

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a business day then the Notice shall be deemed to have been given and received on the next business day.

Any party may, from time to time, change its address by giving Notice to the other party in accordance with the provisions of this Section.

10. **Jurisdiction.** The provisions of this Convertible Note shall be governed by and interpreted in accordance with the laws of Switzerland applicable therein.

11. **Assignment.** This Convertible Note, or any part thereof or any rights thereunder, shall be assignable by the Debtor at its sole discretion.

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12. **Enurement.** This Convertible Note and each of its provisions shall be binding upon and shall enure to the benefit of the Creditor and its successors and assigns, and the Debtor and its successors and assigns. The term "successor" shall include, without limitation, any person resulting from the amalgamation, merger or combination of the Debtor with one or more other persons.

13. **Waivers.** A waiver by the Creditor of any right or remedy under this Convertible Note on any occasion shall not be a bar to exercise of the same right or remedy on any subsequent occasion or of any other right or remedy at any time. The Debtor hereby expressly waives presentment, demand, and protest, dishonor and nonpayment of this Convertible Note, and all other notices or demands of any kind in connection with the delivery, acceptance, performance, default or enforcement hereof, and hereby consents to any delays, extensions of time, renewals, waivers or modifications that may be granted or consented to by the Creditor with respect to the time of payment or any other provision hereof.

IN WITNESS WHEREOF the parties Debtor has executed this Convertible Note by a duly authorized officer.

DATED as of October 31st, 2012.

TRIO RESOURCES AG INC.

Per: _____
Name: J. Duncan Reid
Title: CEO

Legal*8038125.2

CONVERTIBLE NOTE

ISSUER: **TRIO RESOURCES AG INC. (THE "DEBTOR")**

HOLDER: **INCENDIA MANAGEMENT GROUP INC. (THE "CREDITOR")**

DATE: **OCTOBER 31ST, 2012**

FOR VALUE RECEIVED up to October 31st, 2012, the Debtor hereby acknowledges itself indebted to, and promises to pay to the Creditor in cash, certified cheque, bank draft or wire of immediately available funds, the principal sum of Seven Thousand Dollars **(CDN$7,000.00)** (the "**Principal**") in the manner set forth herein.

1. **Payment.** Other than as set out herein, the Debtor shall pay all Principal without setoff or counterclaim and without deduction or withholding for or on account of any present or future taxes, levies, duties, imports or other charge of any kind.

2. **Conversion of Principal and Repayment.** At the option of the Creditor and subject to applicable securities laws, the entire principal amount outstanding represented by this Convertible Note, plus any accrued interest thereon, may be converted into common shares of the Debtor at $1.00 per common share. In the event that the Debtor goes public the Convertible Note may be converted into common shares of the Public Company at the lower of $1.00 per share or at the initial listing price less 20% discount of the public Shares or any financing that is done by the company via registration statement the debtor has an option to convert at whichever price is the lowest of all options above. After such conversion, all obligations of the Debtor to the Creditor pursuant to this Convertible Note shall be deemed to have been satisfied.

3. **Security.** The Convertible Note shall be secured until company becomes a Publicly Traded and the Note is converted to shares or note is paid.

4. **Term:** The term of the Convertible Note shall be 2 years from the date of issue.

5. **Repayment**. The Principal and accrued interest shall be repaid on or before the end of the Term from either: (a) the proceeds from a financing that the Debtor may complete; (b) excess working capital not required for the operations of the business, or (c) conversion into common shares as outlined above. There shall be no penalty or bonus for repayment of the Convertible Note prior to the end of the Term. Creditor has the right as he chooses to convert the debt note to shares of the public company at the conversion rate agreed upon above at his option at any time during the period listed above at which time both the principal and accrued interest will become due for the purpose of conversion.

6. **Demand.** The entire unpaid Principal owing by the Debtor to the Creditor evidenced hereby shall forthwith become due and payable at (a) the end of the Term; (b) the Creditor has the option to convert the debt to shares at any time of the term of this Convertible Note once the company becomes Publicly traded and (c) upon demand by the Creditor if: (i) the Debtor makes default in the observance or performance of any written covenant or undertaking given by the Debtor to the Creditor pursuant to a specific security agreement to be entered into between the Debtor and the Creditor; (ii) the Debtor makes default in payment of any indebtedness or liability of the Debtor to the Creditor when due whether hereunder or not and such default is not cured within 30 days following receipt or deemed receipt of such default; (iii) an order is made or a resolution passed for the winding-up of the Debtor, or a petition is filed for the winding-up of the Debtor; (iv) the Debtor becomes insolvent or makes an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition is filed or presented against the Debtor; (v) any proceedings with respect to the Debtor are commenced under the *Companies' Creditors Arrangement Act* (Canada) or the *Bankruptcy and Insolvency Act* (Canada); (vi) a judgment, execution or any other similar process of any court becomes enforceable against the Debtor or a distress or analogous process is levied upon the property of the Debtor or any part thereof; (vii) the Debtor shall permit any sum which has been admitted as due by the Debtor or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the property of the Debtor to remain unpaid for thirty (30) days after proceedings have been taken to enforce the same; (viii) the Debtor ceases or threatens to cease to carry on its business or commits or threatens to commit any act of bankruptcy; or (ix) any material licenses, permits or approvals required by any law, regulation or governmental policy or by any governmental agency or commission for the operation by the Debtor of its business shall be withdrawn or cancelled .

7. **Interest.** The outstanding Principal shall bear interest at the rate of 10% per annum. The interest shall accrue and be paid at the end of the Term or at the end of the conversion period.

8. **Continuing Obligation.** This Convertible Note shall remain an obligation of the Debtor until the Principal has been fully satisfied by the Debtor either by repayment or conversion into equity.

9. **Notices.** Any notice, consent or approval required or permitted to be given in connection with this Convertible Note (in this Section referred to as a "**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile:

(a) in the case of a Notice to the Debtor at:

100 King Street West, Suite 5600
Toronto ON
M5X 1C9
Attention: Chief Financial Officer

(b) in the case of a Notice to the Creditor at:

Attention: Incendia Management Group Inc.
1053 Glenanna Road
Pickering, Ontario
L1V 5E4

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a business day then the Notice shall be deemed to have been given and received on the next business day.

Any party may, from time to time, change its address by giving Notice to the other party in accordance with the provisions of this Section.

10. **Jurisdiction.** The provisions of this Convertible Note shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

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11. **Assignment.** This Convertible Note, or any part thereof or any rights thereunder, shall be assignable by the Debtor at its sole discretion.

12. **Enurement.** This Convertible Note and each of its provisions shall be binding upon and shall enure to the benefit of the Creditor and its successors and assigns, and the Debtor and its successors and assigns. The term "successor" shall include, without limitation, any person resulting from the amalgamation, merger or combination of the Debtor with one or more other persons.

13. **Waivers.** A waiver by the Creditor of any right or remedy under this Convertible Note on any occasion shall not be a bar to exercise of the same right or remedy on any subsequent occasion or of any other right or remedy at any time. The Debtor hereby expressly waives presentment, demand, and protest, dishonor and nonpayment of this Convertible Note, and all other notices or demands of any kind in connection with the delivery, acceptance, performance, default or enforcement hereof, and hereby consents to any delays, extensions of time, renewals, waivers or modifications that may be granted or consented to by the Creditor with respect to the time of payment or any other provision hereof.

IN WITNESS WHEREOF the parties Debtor has executed this Convertible Note by a duly authorized officer.

DATED as of October 31st, 2012.

TRIO RESOURCES AG INC.

Per: _____
Name: J. Duncan Reid
Title: CEO

Legal*8038125.2

CONVERTIBLE NOTE

ISSUER: **TRIO RESOURCES AG INC. (THE "DEBTOR")**

HOLDER: **SIDERION CAPITAL GROUP INC. (THE "CREDITOR")**

DATE: **OCTOBER 31ST, 2012**

FOR VALUE RECEIVED up to October 31st, 2012, the Debtor hereby acknowledges itself indebted to, and promises to pay to the Creditor in cash, certified cheque, bank draft or wire of immediately available funds, the principal sum of Twenty Thousand Dollars **(CDN$20,000.00)** (the "**Principal**") in the manner set forth herein.

1. **Payment.** Other than as set out herein, the Debtor shall pay all Principal without setoff or counterclaim and without deduction or withholding for or on account of any present or future taxes, levies, duties, imports or other charge of any kind.

2. **Conversion of Principal and Repayment.** At the option of the Creditor and subject to applicable securities laws, the entire principal amount outstanding represented by this Convertible Note, plus any accrued interest thereon, may be converted into common shares of the Debtor at $1.00 per common share. In the event that the Debtor goes public the Convertible Note may be converted into common shares of the Public Company at the lower of $1.00 per share or at the initial listing price less 20% discount of the public Shares or any financing that is done by the company via registration statement the debtor has an option to convert at whichever price is the lowest of all options above. After such conversion, all obligations of the Debtor to the Creditor pursuant to this Convertible Note shall be deemed to have been satisfied.

3. **Security.** The Convertible Note shall be secured until company becomes a Publicly Traded and the Note is converted to shares or note is paid.

4. **Term:** The term of the Convertible Note shall be 2 years from the date of issue.

5. **Repayment**. The Principal and accrued interest shall be repaid on or before the end of the Term from either: (a) the proceeds from a financing that the Debtor may complete; (b) excess working capital not required for the operations of the business, or (c) conversion into common shares as outlined above. There shall be no penalty or bonus for repayment of the Convertible Note prior to the end of the Term. Creditor has the right as he chooses to convert the debt note to shares of the public company at the conversion rate agreed upon above at his option at any time during the period listed above at which time both the principal and accrued interest will become due for the purpose of conversion.

6. **Demand.** The entire unpaid Principal owing by the Debtor to the Creditor evidenced hereby shall forthwith become due and payable at (a) the end of the Term; (b) the Creditor has the option to convert the debt to shares at any time of the term of this Convertible Note once the company becomes Publicly traded and (c) upon demand by the Creditor if: (i) the Debtor makes default in the observance or performance of any written covenant or undertaking given by the Debtor to the Creditor pursuant to a specific security agreement to be entered into between the Debtor and the Creditor; (ii) the Debtor makes default in payment of any indebtedness or liability of the Debtor to the Creditor when due whether hereunder or not and such default is not cured within 30 days following receipt or deemed receipt of such default; (iii) an order is made or a resolution passed for the winding-up of the Debtor, or a petition is filed for the winding-up of the Debtor; (iv) the Debtor becomes insolvent or makes an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition is filed or presented against the Debtor; (v) any proceedings with respect to the Debtor are commenced under the *Companies' Creditors Arrangement Act* (Canada) or the *Bankruptcy and Insolvency Act* (Canada); (vi) a judgment, execution or any other similar process of any court becomes enforceable against the Debtor or a distress or analogous process is levied upon the property of the Debtor or any part thereof; (vii) the Debtor shall permit any sum which has been admitted as due by the Debtor or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the property of the Debtor to remain unpaid for thirty (30) days after proceedings have been taken to enforce the same; (viii) the Debtor ceases or threatens to cease to carry on its business or commits or threatens to commit any act of bankruptcy; or (ix) any material licenses, permits or approvals required by any law, regulation or governmental policy or by any governmental agency or commission for the operation by the Debtor of its business shall be withdrawn or cancelled .

7. **Interest.** The outstanding Principal shall bear interest at the rate of 10% per annum. The interest shall accrue and be paid at the end of the Term or at the end of the conversion period.

8. **Continuing Obligation.** This Convertible Note shall remain an obligation of the Debtor until the Principal has been fully satisfied by the Debtor either by repayment or conversion into equity.

9. **Notices.** Any notice, consent or approval required or permitted to be given in connection with this Convertible Note (in this Section referred to as a "**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile:

(a) in the case of a Notice to the Debtor at:

100 King Street West, Suite 5600
Toronto ON
M5X 1C9
Attention: Chief Financial Officer

(b) in the case of a Notice to the Creditor at:

Attention: Siderion Capital Group Inc.
1053 Glenanna Road
Pickering, Ontario
L1V 5E4

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a business day then the Notice shall be deemed to have been given and received on the next business day.

Any party may, from time to time, change its address by giving Notice to the other party in accordance with the provisions of this Section.

10. **Jurisdiction.** The provisions of this Convertible Note shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

11. **Assignment.** This Convertible Note, or any part thereof or any rights thereunder, shall be assignable by the Debtor at its sole discretion.

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12. **Enurement.** This Convertible Note and each of its provisions shall be binding upon and shall enure to the benefit of the Creditor and its successors and assigns, and the Debtor and its successors and assigns. The term "successor" shall include, without limitation, any person resulting from the amalgamation, merger or combination of the Debtor with one or more other persons.

13. **Waivers.** A waiver by the Creditor of any right or remedy under this Convertible Note on any occasion shall not be a bar to exercise of the same right or remedy on any subsequent occasion or of any other right or remedy at any time. The Debtor hereby expressly waives presentment, demand, and protest, dishonor and nonpayment of this Convertible Note, and all other notices or demands of any kind in connection with the delivery, acceptance, performance, default or enforcement hereof, and hereby consents to any delays, extensions of time, renewals, waivers or modifications that may be granted or consented to by the Creditor with respect to the time of payment or any other provision hereof.

IN WITNESS WHEREOF the parties Debtor has executed this Convertible Note by a duly authorized officer.

DATED as of October 31st, 2012.

TRIO RESOURCES AG INC.

Per: _____
Name: J. Duncan Reid
Title: CEO

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CONVERTIBLE NOTE

ISSUER: **TRIO RESOURCES AG INC. (THE "DEBTOR")**

HOLDER: **SEAGEL INVESTMENT CORP. (THE "CREDITOR")**

DATE: **OCTOBER 31ST, 2012**

FOR VALUE RECEIVED up to October 31st, 2012, the Debtor hereby acknowledges itself indebted to, and promises to pay to the Creditor in cash, certified cheque, bank draft or wire of immediately available funds, the principal sum of Two Thousand Five Hundred Dollars **(CDN$2,500.00)** (the "**Principal**") in the manner set forth herein.

1. **Payment.** Other than as set out herein, the Debtor shall pay all Principal without setoff or counterclaim and without deduction or withholding for or on account of any present or future taxes, levies, duties, imports or other charge of any kind.

2. **Conversion of Principal and Repayment.** At the option of the Creditor and subject to applicable securities laws, the entire principal amount outstanding represented by this Convertible Note, plus any accrued interest thereon, may be converted into common shares of the Debtor at $1.00 per common share. In the event that the Debtor goes public the Convertible Note may be converted into common shares of the Public Company at the lower of $1.00 per share or at the initial listing price less 20% discount of the public Shares or any financing that is done by the company via registration statement the debtor has an option to convert at whichever price is the lowest of all options above. After such conversion, all obligations of the Debtor to the Creditor pursuant to this Convertible Note shall be deemed to have been satisfied.

3. **Security.** The Convertible Note shall be secured until company becomes a Publicly Traded and the Note is converted to shares or note is paid.

4. **Term:** The term of the Convertible Note shall be 2 years from the date of issue.

5. **Repayment**. The Principal and accrued interest shall be repaid on or before the end of the Term from either: (a) the proceeds from a financing that the Debtor may complete; (b) excess working capital not required for the operations of the business, or (c) conversion into common shares as outlined above. There shall be no penalty or bonus for repayment of the Convertible Note prior to the end of the Term. Creditor has the right as he chooses to convert the debt note to shares of the public company at the conversion rate agreed upon above at his option at any time during the period listed above at which time both the principal and accrued interest will become due for the purpose of conversion.

6. **Demand.** The entire unpaid Principal owing by the Debtor to the Creditor evidenced hereby shall forthwith become due and payable at (a) the end of the Term; (b) the Creditor has the option to convert the debt to shares at any time of the term of this Convertible Note once the company becomes Publicly traded and (c) upon demand by the Creditor if: (i) the Debtor makes default in the observance or performance of any written covenant or undertaking given by the Debtor to the Creditor pursuant to a specific security agreement to be entered into between the Debtor and the Creditor; (ii) the Debtor makes default in payment of any indebtedness or liability of the Debtor to the Creditor when due whether hereunder or not and such default is not cured within 30 days following receipt or deemed receipt of such default; (iii) an order is made or a resolution passed for the winding-up of the Debtor, or a petition is filed for the winding-up of the Debtor; (iv) the Debtor becomes insolvent or makes an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition is filed or presented against the Debtor; (v) any proceedings with respect to the Debtor are commenced under the *Companies' Creditors Arrangement Act* (Canada) or the *Bankruptcy and Insolvency Act* (Canada); (vi) a judgment, execution or any other similar process of any court becomes enforceable against the Debtor or a distress or analogous process is levied upon the property of the Debtor or any part thereof; (vii) the Debtor shall permit any sum which has been admitted as due by the Debtor or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the property of the Debtor to remain unpaid for thirty (30) days after proceedings have been taken to enforce the same; (viii) the Debtor ceases or threatens to cease to carry on its business or commits or threatens to commit any act of bankruptcy; or (ix) any material licenses, permits or approvals required by any law, regulation or governmental policy or by any governmental agency or commission for the operation by the Debtor of its business shall be withdrawn or cancelled .

7. **Interest.** The outstanding Principal shall bear interest at the rate of 10% per annum. The interest shall accrue and be paid at the end of the Term or at the end of the conversion period.

8. **Continuing Obligation.** This Convertible Note shall remain an obligation of the Debtor until the Principal has been fully satisfied by the Debtor either by repayment or conversion into equity.

9. **Notices.** Any notice, consent or approval required or permitted to be given in connection with this Convertible Note (in this Section referred to as a "**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile:

(a) in the case of a Notice to the Debtor at:
100 King Street West, Suite 5600
Toronto ON
M5X 1C9
Attention: Chief Financial Officer

(b) in the case of a Notice to the Creditor at:
Attention: Seagel Investment Corp.
1053 Glenanna Road
Pickering, Ontario
L1V 5E4

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a business day then the Notice shall be deemed to have been given and received on the next business day.

Any party may, from time to time, change its address by giving Notice to the other party in accordance with the provisions of this Section.

10. **Jurisdiction.** The provisions of this Convertible Note shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

11. **Assignment.** This Convertible Note, or any part thereof or any rights thereunder, shall be assignable by the Debtor at its sole discretion.

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12. **Enurement.** This Convertible Note and each of its provisions shall be binding upon and shall enure to the benefit of the Creditor and its successors and assigns, and the Debtor and its successors and assigns. The term "successor" shall include, without limitation, any person resulting from the amalgamation, merger or combination of the Debtor with one or more other persons.

13. **Waivers.** A waiver by the Creditor of any right or remedy under this Convertible Note on any occasion shall not be a bar to exercise of the same right or remedy on any subsequent occasion or of any other right or remedy at any time. The Debtor hereby expressly waives presentment, demand, and protest, dishonor and nonpayment of this Convertible Note, and all other notices or demands of any kind in connection with the delivery, acceptance, performance, default or enforcement hereof, and hereby consents to any delays, extensions of time, renewals, waivers or modifications that may be granted or consented to by the Creditor with respect to the time of payment or any other provision hereof.

IN WITNESS WHEREOF the parties Debtor has executed this Convertible Note by a duly authorized officer.

DATED as of October 31st, 2012.

TRIO RESOURCES AG INC.

Per: _____
Name: J. Duncan Reid
Title: CEO

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CONVERTIBLE NOTE
DRAW DOWN FACILITY

ISSUER: **TRIO RESOURCES AG INC. (THE "DEBTOR")**

HOLDER: **SEAGEL INVESTMENT LTD. (THE "CREDITOR")**

DATE: **NOVEMBER 1ST, 2012**

The Creditor hereby agrees to provide the Debtor with a draw-down facility of $500,000 ("Facility"). The terms of the Facility are provided for below.

FOR VALUE RECEIVED and pursuant to the **Facility**, the Debtor hereby acknowledges that the Creditor has provided a draw-down facility of **$500,000.00.** The Debtor will give the the Creditor five days written notice of the amount of a draw-down under the Facility and the Creditor shall provide funds at its discretion after review of such request. The Debtor promises to pay to the Creditor in cash, certified cheque, bank draft or wire of immediately available funds, the total of all amounts drawn under the Facility (the " **Principal**") in the manner set forth herein.

1. **Payment.** Other than as set out herein, the Debtor shall pay all Principal without setoff or counterclaim and without deduction or withholding for or on account of any present or future taxes, levies, duties, imports or other charge of any kind.

2. **Conversion of Principal and Repayment.** At the option of the Creditor and subject to applicable securities laws, the entire principal amount outstanding represented by this Convertible Note, plus any accrued interest thereon, may be converted into common shares of the Debtor at $1.00 per common share. In the event that the Debtor goes public the Convertible Note may be converted into common shares of the Public Company at the lower of $1.00 per share and the initial listing price less 20% discount of the public Shares or any financing that is done by the company via registration statement the debtor has an option to convert at whichever price is the lowest of all options above. After such conversion, all obligations of the Debtor to the Creditor pursuant to this Convertible Note shall be deemed to have been satisfied.

3. **Security.** The Facility and the Convertible Note shall be secured until company becomes a Publicly Traded and the Note is converted to shares or note is paid.

4. **Term:** The term of the Facility shall be for one year from the date of this Agreement during which time the Debtor may draw up to $500,000.00 After the one year period, the total Principal and all accrued and unpaid interest shall be converted in a Convertible Note and no further draw-downs will be permitted under the Facility. The Convertible Note shall have a further term of one year, thus bringing the total term of the Facility and the Convertible Note to two (2) years ("Term").

5. **Repayment**. The Principal and accrued interest shall be repaid on or before the end of the Term from either: (a) the proceeds from a financing that the Debtor may complete; (b) excess working capital not required for the operations of the business, or (c) conversion into common shares as outlined above. There shall be no penalty or bonus for repayment of the Facility or the Convertible Note prior to the end of the Term. Creditor has the right as he chooses to convert the debt note to shares of the public company at the conversion rate agreed upon above at his option at any time during the period listed above at which time both the principal and accrued interest will become due for the purpose of conversion.

6. **Demand.** The entire unpaid Principal owing by the Debtor to the Creditor evidenced hereby shall forthwith become due and payable at (a) the end of the Term; and (b) upon demand by the Creditor if: (i) the Debtor makes default in the observance or performance of any written covenant or undertaking given by the Debtor to the Creditor pursuant to a specific security agreement to be entered into between the Debtor and the Creditor; (ii) the Debtor makes default in payment of any indebtedness or liability of the Debtor to the Creditor when due whether hereunder or not and such default is not cured within 30 days following receipt or deemed receipt of such default; (iii) an order is made or a resolution passed for the winding-up of the Debtor, or a petition is filed for the winding-up of the Debtor; (iv) the Debtor becomes insolvent or makes an assignment in bankruptcy or a bulk sale of its assets or a bankruptcy petition is filed or presented against the Debtor; (v) any proceedings with respect to the Debtor are commenced under the *Companies' Creditors Arrangement Act* (Canada) or the *Bankruptcy and Insolvency Act* (Canada); (vi) a judgment, execution or any other similar process of any court becomes enforceable against the Debtor or a distress or analogous process is levied upon the property of the Debtor or any part thereof; (vii) the Debtor shall permit any sum which has been admitted as due by the Debtor or is not disputed to be due by it and which forms or is capable of being made a charge upon any of the property of the Debtor to remain unpaid for thirty (30) days after proceedings have been taken to enforce the same; (viii) the Debtor ceases or threatens to cease to carry on its business or commits or threatens to commit any act of bankruptcy; or (ix) any material licenses, permits or approvals required by any law, regulation or governmental policy or by any governmental agency or commission for the operation by the Debtor of its business shall be withdrawn or cancelled .

7. **Interest.** The outstanding Principal shall bear interest at the rate of 10% per annum. The interest shall accrue and be paid at the end of the Term.

8. **Continuing Obligation.** This Convertible Note shall remain an obligation of the Debtor until the Principal has been fully satisfied by the Debtor either by repayment or conversion into equity.

9. **Notices.** Any notice, consent or approval required or permitted to be given in connection with this Convertible Note (in this Section referred to as a "**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile:

(a) in the case of a Notice to the Debtor at:

100 King Street West, Suite 5600
Toronto ON
M5X 1C9
Attention: Chief Financial Officer

(b) in the case of a Notice to the Creditor at:

Attention: Seagel Investment Ltd.
Withfield Tower
4792 Coney Drive
Belize City, Belize

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a business day then the Notice shall be deemed to have been given and received on the next business day.

Any party may, from time to time, change its address by giving Notice to the other party in accordance with the provisions of this Section.

10. **Jurisdiction.** The provisions of this Facility and Convertible Note shall be governed by and interpreted in accordance with the laws of Switzerland applicable therein.

11. **Assignment.** This Facility and Convertible Note, or any part thereof or any rights thereunder, shall be assignable by the Debtor at its sole discretion..

12. **Enurement.** This Facility and Convertible Note and each of its provisions shall be binding upon and shall enure to the benefit of the Creditor and its successors and assigns, and the Debtor and its successors and assigns. The term "successor" shall include, without limitation, any person resulting from the amalgamation, merger or combination of the Debtor with one or more other persons.

13. **Waivers.** A waiver by the Creditor of any right or remedy under this Facility or Convertible Note on any occasion shall not be a bar to exercise of the same right or remedy on any subsequent occasion or of any other right or remedy at any time. The Debtor hereby expressly waives presentment, demand, and protest, dishonor and nonpayment of this Facility or Convertible Note, and all other notices or demands of any kind in connection with the delivery, acceptance, performance, default or enforcement hereof, and hereby consents to any delays, extensions of time, renewals, waivers or modifications that may be granted or consented to by the Creditor with respect to the time of payment or any other provision hereof.

IN WITNESS WHEREOF the parties have executed this Facility and Convertible Note by a duly authorized officers.

DATED as of November 1st, 2012.

TRIO RESOURCES AG INC.

Per: _____
Name: J. Duncan Reid
Title: CEO

SEAGEL INVESTMENT LTD.

Per: _____
Name:
Title: ASO

Legal*8038125.2

Phone (248) 203-0080
Fax (248) 281-0940
30600 Telegraph Road, Suite 2175
Bingham Farms, MI 48025-4586
www.sucpas.com

December 14, 2012

Securities and Exchange Commission
450 Fifth Street, NW
Washington, D.C. 20549

Re: Allied Technologies Group, Inc.
File No. 333-178472

Commissioners:

We have read the statements made by Registrant, which we understand will be filed with the Securities and Exchange Commission, pursuant to item 4.01 of Form 8-K, as part of the Form 8-K of Registrant dated December 14, 2012. We agree with the statements concerning our Firm in such Form 8-K. We have no basis to agree or disagree with other statements of the registrant contained therein.

Sincerely,

/s/ Silberstein Ungar, PLLC

Silberstein Ungar, PLLC

TrioResources AG Inc.
(An Exploration Stage Company)
FINANCIAL STATEMENTS
FOR THE PERIOD FROM MAY 16, 2012 (INCEPTION) THROUGH
SEPTEMBER 30, 2012

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
TrioResources AG Inc. (the "Company")

We have audited the accompanying balance sheet of TrioResources AG Inc. (a development stage company) as of September 30, 2012, and the related statements of operations and comprehensive loss, shareholders' deficit, and cash flows for the period from May 16, 2012 (date of inception) through September 30, 2012. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of September 30, 2012 and the results of its operations and its cash flows for the period from May 16, 2012 (date of inception) through September 30, 2012, in conformity with generally accepted accounting principles in the United States of America.

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company is a development stage company, it has incurred losses since inception, and it has no established source of revenue. Those conditions raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

MNP LLP

Toronto, Ontario
December 14, 2012

Chartered Accountants

ACCOUNTING › CONSULTING › TAX
701 – 85 RICHMOND STREET W, TORONTO, ON M5H 2C9
1.877.251.2922 P: 416.596.1711 F: 416.596.7894 mnp.ca

TrioResources AG Inc.
(An Exploration Stage Company)
Balance Sheet
September 30, 2012

ASSETS		
CURRENT ASSETS		
Cash	$	8,086
Inventory		1,770
Other Receivables		7,553
Prepaid Expenses		2,691
Total Current Assets		20,100
Loan Receivable – Related Party (Note 6)		68,820
Patent Claim (Note 6)		10,374
Property and equipment, net (Note 3)		115,796
TOTAL ASSETS	**$**	**215,090**
LIABILITIES AND SHAREHOLDERS' DEFICIT		
CURRENT LIABILITIES		
Accounts Payable and Accrued Expenses	$	62,675
LONG TERM LIABILITIES		
Notes Payable (Note 8)		621,049
Note Payable –Related Party (Note 7)		298,135
Total Liabilities		981,859
SHAREHOLDERS' DEFICIT		
Preferred Stock (Note 4)		-
Common Stock (Note 4)		21,664
Excess of purchase price over net asset value (Notes 6 and 7)		(299,105)
Accumulated other comprehensive loss		(10,296)
Deficit accumulated during the exploration stage		(479,032)
Total Shareholders' Deficit		(766, 769)
TOTAL LIABILITIES AND SHAREHOLDERS' DEFICIT	**$**	**215,090**

See accompanying notes to the financial statements

TrioResources AG Inc.
(An Exploration Stage Company)
Statement of Operations and Comprehensive Loss
Period from May 16, 2012 (Inception) through September 30, 2012

REVENUES	$ -
EXPENSES	
Depreciation	3,594
Corporate Expenses	295,064
Interest Expense	14,563
Exploration and Development Costs	165,811
Total Expenses	479,032
NET LOSS	(479,032)
Other comprehensive loss:	
Foreign currency translation adjustment	(10,296)
COMPREHENSIVE LOSS	$ (489,328)

See accompanying notes to the financial statements

TrioResources AG Inc.
(An Exploration Stage Company)
Statement of Shareholders' Deficit
Period from May 16, 2012 (Inception) through September 30, 2012

	Common Stock	Common Stock	Excess of purchase price over net asset value	Comprehensive Loss	Total
May 16,2012 (Inception)	-	$ -	$ -	$ -	$ -
Issue of shares	2,130,000	21,664			21,664
Foreign currency translation adjustment				(10,296)	(10,296)
Excess of purchase price over net asset value			(299,105)		(299,105)
Deficit accumulated during the exploration stage					(479,032)
Balance, September 30, 2012	2,130,000	$ 21,664	$ (299,105)	$ (10,296)	$ (766,769)

See accompanying notes to the financial statements

TrioResources AG Inc.
(An Exploration Stage Company)
STATEMENT OF CASH FLOWS
Period of May 16, 2012 (Inception) through September 30, 2012

CASH FLOWS FROM OPERATING ACTIVITIES	
Net Loss	$ (479,032)
Adjustment to reconcile net loss to net cash used by operating activities	
Depreciation	3,594
Changes in assets and liabilities	
Increase in other receivable	(7,553)
Increase in inventory	(1,770)
Increase in prepaid expenses	(2,691)
Increase in accounts payables and accrued expenses	62,675
Other, net	(970)
NET CASH USED BY OPERATING ACTIVITIES	**(425,747)**
CASH FLOWS FROM INVESTING ACTIVITIES	
Increase in Patented Claim	(10,374)
Advances to Related Party	(68,820)
Increase in Property and Equipment	(119,390)
NET CASH USED BY INVESTING ACTIVITIES	**(198,584)**
CASH FLOW FROM FINANCING ACTIVITIES	
Proceeds from issuance of Notes Payable	621,049
Proceeds from issuance of Common Stock	21,664
NET CASH PROVIDED BY FINANCING ACTIVITIES	**642,713**
Effect of exchange rate changes on cash	(10,296)
NET INCREASE IN CASH	**8,086**
CASH, BEGINNING OF PERIOD (INCEPTION)	-
CASH, END OF PERIOD	**$ 8,086**
NON-CASH INVESTING AND FINANCING ACTIVITIES	
Increase in Convertible Note Payable – Related Party	298,135
Non cash investing and financing activities	(299,105)
NON CASH FINANCIAL ACTIVITIES	(970)

See accompanying notes to the financial statements

TrioResources AG Inc. (An Exploration Stage Company)
Notes to the Financial Statements
Period from Inception (May 16, 2012) through September 30, 2012

1. Organization, Nature of Business, Going Concern and Management's Plans

Organization and Nature of Business

TrioResources AG Inc. (the "Company" or "TrioResources") was incorporated in the Province of Ontario, Canada on May 16, 2012. TrioResources is considered to be a development stage company as defined under Accounting Standards Codification ("ASC") 915-205. The Company's principal business is the exploration of mineral resources on the Company's existing property and any new properties it may acquire.

Going Concern and Management's Plans

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. Since its inception in May 2012, the Company has not generated revenue and has incurred a net loss. The Company has a working capital deficit of $42,575 as of September 30, 2012, and incurred a net loss accumulated during the exploration stage of $479,032. Accordingly, it has not generated cash flows from operations and has primarily relied upon debt and equity financing from third parties and related parties to fund its operations. Subsequent to September 30, 2012, the Company has negotiated a (CDN) $500,000 Draw Down facility with Segal Investments Corp. which will provide the Company with working capital which should be sufficient to support the next twelve months' operations. However, there can be no assurance that such financial support shall be ongoing or available on terms or conditions acceptable to the Company. These factors raise substantial doubt about the Company's ability to continue as a going concern.

2. Summary of Significant Account Policies

Basis of Presentation

The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("US GAAP") and are expressed in US dollars. The Company's fiscal year-end is September 30. The Company's functional currency is CDN dollars. The Company's reporting currency is the U.S. dollar. Assets and liabilities are translated into the U.S. dollar using the exchange rates at each balance sheet date. Revenue and expenses are translated at average rates prevailing during the reporting period. Shareholders' equity is translated at historical rates. Adjustments resulting from translating the financial statements into the U.S. dollar are recorded as a separate component of accumulated other comprehensive income (loss) in the statement of shareholders' equity (deficit).

Use of Estimates

The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could materially differ from those estimates.

Comprehensive Income (Loss)

For the period ended September 30, 2012 there was a difference between net loss and comprehensive loss in the amount of $10,296 which represented the foreign currency translation adjustment.

Cash

Cash, includes deposits in banks which are unrestricted as to withdrawal or use.

Inventory

Inventory is comprised of ore baring material that is available for immediate concentration and processing. Inventory is valued at the lower of cost or net realizable value.

Mineral Property and Exploration Costs

The Company has been in the exploration stage since its formation on May 16, 2012, and it has been undertaking plans and taking steps to build a facility which will be capable of processing ore.

Before mineralization is classified as “proven and probable” reserves; costs are expensed and classified as *Mineral property and exploration costs*. Capitalization of mine development project costs, that meet the definition of an asset, begins once mineralization is classified as “proven and probable reserves. ”

When it has been determined that a mineral property can be economically developed as a result of establishing proven and probable reserves, the costs incurred to acquire and develop such property are capitalized. Such costs will be amortized using the units-of-production method over the estimated life of the probable reserve. If mineral properties are subsequently abandoned or impaired, any capitalized costs will be charged to operations.

Mineral Properties

Mineral property acquisition costs are capitalized when incurred and will be amortized using the units –of – production method over the estimated life of the reserve following the commencement of production. If a mineral property is subsequently abandoned or impaired, any capitalized costs will be expensed in the period of abandonment or impairment.

Acquisition costs include cash consideration and the fair value of shares issued on the acquisition of mineral properties.

Exploration Costs

Exploration costs, which include maintenance, development and exploration of mineral claims, are expensed as incurred. When it is determined that a mineral deposit can be economically developed as a result of establishing proven and probable reserves, the costs incurred after such determination will be capitalized and amortized over their useful lives. To date, the Company has not established the commercial feasibility of its exploration prospects; therefore, all exploration costs are being expensed.

Mining Rights

The Company has determined that its patented mining claims meet the definition of mineral resource asset, as defined by accounting standards, and are tangible assets. As a result, the costs of mining assets are initially capitalized as tangible assets when purchased. If proven and probable reserves are established for a property and it has been determined that a mineral property can be economically developed, costs will be amortized using the units-of-production method over the estimated life of the probable reserves. The Company's rights to extract minerals are not limited by time. For mining rights in which proven and probable reserves have not yet been established, the Company assesses the carrying value for impairment at the end of each reporting period. During the period ended September 30, 2012, the Company did not record any impairment charges.

Impairment of Long Lived Assets

The Company tests long-lived assets or asset groups for recoverability when events or changes in circumstances indicate that their carrying amount may not be recoverable. Circumstances which could trigger a review include, but are not limited to: significant decreases in the market price of the asset; significant adverse changes in the business climate or legal factors; accumulation of costs significantly in excess of the amount originally expected for the acquisition or construction of the asset; current period cash flow or operating losses combined with a history of losses or a forecast of continuing losses associated with the use of the asset; and current expectation that the asset will more likely than not be sold or disposed significantly before the end of its estimated useful life.

Recoverability is assessed based on the carrying amount of the asset and its fair value which is generally determined based on the sum of the undiscounted cash flows expected to result from the use and the eventual disposal of the asset, as well as specific appraisal in certain instances. An impairment loss is recognized when the carrying amount is not recoverable and exceeds fair value. Management believes no impairment exists as of September 30, 2012.

Fair Value Measurements and Fair Value of Financial Instruments

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date in the principal or most advantageous market. The Company uses a fair value hierarchy that has three levels of inputs, both observable and unobservable. Accounting standards require utilization of the highest level of input to determine fair value. The three levels of input are as follows:

Level 1 — quoted prices (unadjusted) in active markets for identical assets or liabilities;
Level 2 — observable inputs other than Level 1, quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, and model-derived prices whose inputs are observable or whose significant value drivers are observable; and
Level 3 — assets and liabilities whose significant value drivers are unobservable and cooberated by little or no market data.

The Company's asset recorded at fair value is cash, which is based on Level 1 inputs.

Income Taxes

Deferred tax assets and liabilities are recognized for the expected tax consequences of temporary differences between the tax bases of assets and liabilities and their financial statement reported amounts, and for tax loss and credit carry-forwards. A valuation allowance is provided against deferred tax assets when it is determined to be more likely than not that the deferred tax asset will not be realized.

The Company determines its income tax expense in each of the jurisdictions in which it operates. The income tax expense includes an estimate of the current income tax expense, as well as deferred income tax expense, which results from the determination of temporary differences arising from the different treatment of items for book and tax purposes.

The Company files income tax returns in Canada and the Province of Ontario.

The Company assesses the likelihood of the financial statement effect of a tax position that should be recognized when it is more likely than not that the position will be sustained upon examination by a taxing authority based on the technical merits of the tax position, circumstances, and information available as of the reporting date. Management does not believe that there are any uncertain tax positions that would result in an asset or liability for taxes being recognized in the accompanying financial statements. The Company recognizes tax-related interest and penalties, if any, as a component of income tax expense.

Recently Issued Accounting Standards

In June 2011, the Financial Accounting Standards Board (“FASB”) issued ASU No. 2011-05, *Presentation of Comprehensive Income* (“ASU No. 2011-05”), which improves the comparability, consistency, and transparency of financial reporting and increases the prominence of items reported in other comprehensive income ("OCI") by eliminating the option to present components of OCI as part of the statement of changes in stockholders' equity. The amendments in this standard require that all non-owner changes in stockholders' equity be presented either in a single continuous statement of comprehensive income or in two separate but consecutive statements. Subsequently in December 2011, the FASB issued Accounting Standards Update No. 2011-12, *Deferral of the Effective Date for Amendments to the Presentation of Reclassifications of Items Out of Accumulated Other Comprehensive Income* ("ASU No. 2011-12"), which indefinitely defers the requirement in ASU No. 2011-05 to present on the face of the financial statements reclassification adjustments for items that are reclassified from OCI to net income in the statement(s) where the components of net income and the components of OCI are presented. The amendments in these standards do not change the items that must be reported in OCI, when an item of OCI must be reclassified to net income, or change the option for an entity to present components of OCI gross or net of the effect of income taxes. The amendments in ASU No. 2011-05 and ASU No. 2011-12 are effective for interim and annual periods beginning after December 15, 2011 and are to be applied retrospectively. The adoption of the provisions of ASU No. 2011-05 and ASU No. 2011-12 in 2012 did not have a material impact on the presentation of the Company's financial statements.

3. Property and Equipment

On June 15, 2012, the Company acquired property and equipment from 2023682 Ontario Inc., a commonly-controlled related party (see Note 6). The cost of these acquired assets was recorded at the same historical carrying values reflected in the accounts of 2023682 Ontario Inc.

Equipment and buildings consist of the following as of September 30, 2012:

Equipment	$ 102,417
Buildings	16,973
	119,390
Less accumulated depreciation	(3,594)
	$ 115,796

Depreciation expense was $3,594 for the period ended September 30, 2012. Equipment and buildings are depreciated on a straight line basis over their estimated useful lives: equipment 15 years, and buildings 20 years.

At September 30, 2012, the Company also has mining property patent claims of $10,374. These patent claims provide the Company with mining rights to certain land located in Cobalt, Ontario, Canada.

The value of these claims will be amortized on a per tonne basis based on the production of existing inventory. No amortization was taken for the period ended September 30, 2012 as there was no production.

4. Stockholders' Equity:

The Company's authorized capital consists of common stock with an unlimited number of common shares authorized, with no par value and 25,000,000 Class A Preferred Shares authorized. At September 30, 2012, there were no Class A Preferred Shares issued or outstanding, and there were 2,130,000 common shares issued and outstanding.

During the period from inception through September 30, 2012, the Company issued 2,130,000 founders shares of its common stock for gross proceeds of $21,664 (CDN $21,300) at a price of $0.01 per share.

Note 5 – Income Taxes

At September 30, 2012, the Company has approximately $316,819 of non-capital loss carry-forwards which expire in 2032.

Deferred tax assets and liabilities represent the future impact of temporary differences between the financial statement and tax bases of assets and liabilities. The Company's net deferred tax assets, which consist of non-capital loss carry forwards, of approximately $83,957, property and equipment of $77,977, exploration and development costs of $66,926 and inventory of $34,031 have been fully reserved, effectively by a valuation allowance, because management does not believe realization of the deferred tax assets is more likely than not at the balance sheet date.

A reconciliation of income tax benefit computed at the federal and provincial combined tax rate of 26.5% to the effective income tax rate is as follows:

Federal rate	11%
Provincial rate	15.5
Valuation allowance	(26.5)
Effective rate	0%

6. Related Party Transactions:

On June 15, 2012, the Company purchased certain assets from 2023682 Ontario Inc., a related party in which the Company's CEO was the sole director of 2023682 Ontario Inc. The value of the assets purchased by the Company was carried over at the historical carrying amounts that were recorded by the related party. The purchase consideration consisted of cash of CDN $100,000 and a promissory note in the amount of CDN $500,000 (see Note 7). Because the purchase was from a commonly controlled related party, the excess of the purchase price over the carrying value of the assets purchased has been reflected as a deduction against Shareholders' Equity (Deficit), equivalent to a distribution of equity to the shareholder. The assets purchased and consideration given is as follows:

Property and equipment	$ 88,596
Patent claims	10,374
Inventory	1,770
Total assets purchased	100,740
Purchase price	(610,260)
Discount on note payable (Note 7)	(210,415)
Deduction in shareholders' equity (deficit)	$ (299,105)

This transaction was accounted for as a transfer between entities under common control, and the cost of these assets is based on the transferor's historical cost of the asset. Management determined that the assets acquired did not meet the definition of a "business" as defined by accounting standards, or as a "predecessor business", as defined in U.S. Securities and Exchange Commission (SEC) rules.

During the period ended September 30, 2012, the Company advanced to 2023682 Ontario Inc. $68,820. The amount is unsecured, non-interest bearing and is recorded as a loan receivable with no specific terms of repayment.

7. Notes payable — related parties

As of September 30, 2012, the Company has a convertible note payable of $508,550 (CDN $500,000) to 2023682 Ontario Inc. This note is due two years from the date of issue and accrues interest at 3% per annum. Should the Company be successful in a 'going public' transaction it is convertible into common shares of the Company at the average 5 day BID price within 30 days of the Company going public. This convertible note may be repaid at any time without penalty or bonus. This convertible note is interest free for the first 12 months post-closing of the asset purchase, thereafter, it accrues interest at the rate of 3% per annum This note was discounted resulting in an effective interest rate of 27%. As a result, a $210,415 discount to the note was recorded which is being amortized to interest expense over the term of the note.

Related party interest expense for the period ended September 30, 2012 was $nil.

8. Convertible notes

During the period ended September 30, 2012, the Company issued three secured convertible notes under multiple funding arrangements with various third-party investors totaling $621,049. These notes bear interest at 10% per annum and mature two years from the date of issue. The convertible notes are secured until the Company goes public. At such time the Company goes public, the notes become convertible, at any time at the option of the holder, into shares of common stock of the Company at a conversion rate of the lower of CDN $1 per share or 20% below the original listing price of the shares. The convertible notes may be repaid at any time without penalty or bonus. The total amount of interest that has been expensed for the period ending September 30, 2012 is $14,563.

9. Subsequent Events

Subsequent to September 30, 2012, the Company entered into a Draw Down facility with Segal Investments Inc. with a maximum credit of CDN $500,000. The Draw Down facility is secured until such time as the Company goes public and debt is converted to equity. Funds can be drawn down from this facility for one year from the signing of the facility. At the end of one year, the balance outstanding shall be converted into a convertible note which will have a further term of one year, and after the Company becomes public, it may be converted into a fixed number of commons shares of the Company at the lower of CDN $1.00 per share or 20% of the initial listing price. The Draw Down facility and the convertible note shall have an interest rate of 10% per annum on the amount outstanding. The Draw Down facility and the convertible note may be repaid at any time without penalty or bonus. As at December 14, 2012 the amount outstanding was $110,000.

Subsequent to September 30, 2012, the Company also has entered into four convertible note agreements in the total amount of CDN $29,500 and US $345,081. The convertible notes have a term of two years are secured until such time as the Company goes public and debt is converted to equity. After the Company becomes public, they may be converted into a fixed number of commons shares of the Company at the lower of CDN$1.00 per share or 20% of the initial listing price. The convertible notes shall have an interest rate of 10% per annum on the amount outstanding. The convertible notes may be repaid at any time without penalty or bonus.

On December 14, 2012 the shareholders of the Company entered into an Exchange Agreement with Allied Technologies Group, Inc. (“Allied”), a company listed on the OTCBB, whereby all of the 2,130,000 shares of the Company were exchange for 2,130,000 shares of Allied and Allied has filed a Certificate of Amendment with the state of Nevada to change its name to Trio Resources, Inc. The Company paid Allied $250,000 and the principal shareholder of Allied cancelled 1,500,000 of his shares of Allied. The Company will be filing an 8K with the US Securities and Exchange Commissions which fully describes the transaction.

The Company evaluated all other subsequent events through December 14, 2012, the date the financial statements were available to be issued.

10. **Commitments and Contingencies.**

The Company has entered into a Consulting Services Agreement with Seagel Investment Corp. wherein in the event the company goes public Seagel Investment Corp shall be paid a commencement bonus equal to 5% of the shares of the Company.

The Company has entered into a rental agreement with Seagel Investment Corp wherein the Company pays monthly rent in the amount of CDN $1,500. The rental agreement expires on July 1, 2013 and the remaining rental payment commitment subsequent to year end is CDN $13,500.

