

THIS AGREEMENT is made on 31^x April 2012.

BETWEEN:

- (1) **THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE** (the "Government");
 - (2) **SRL ACQUISITION NO. 3, LIMITED** a company incorporated in the British Virgin Islands (registered number 436691) and whose registered office is at Trinity Chambers, PO Box 430, Road Town, Tortola, British Virgin Islands (the "Purchaser"); and
 - (3) **SIERRA RUTILE LIMITED** a company incorporated in the Republic of Sierra Leone under company number CF/34/1971 and whose registered office is at 20 Hill Cot Road, Hill Station, Freetown, Sierra Leone (the "Subsidiary").
- (together the "Parties" and individually a "Party").

RECITALS:

- (A) The Government is the legal and beneficial owner of seven thousand and eighty five (7,085) issued shares (the "Shares") of US\$0.01 each in the capital of Sierra Rutile Holdings Limited (the "Company"), a company incorporated in British Virgin Islands under registration number 99548. The Company is the legal and beneficial owner of the entire issued share capital of the Subsidiary.
- (B) The Government and the Subsidiary entered into an agreement dated 20 November 2001, as amended on 4 February 2004 (the "2001 Agreement"), pursuant to which the Government assigned to the Purchaser the benefit of certain PAYE taxes due from the Subsidiary in return for the right to be transferred up to thirty per cent (30%) of the issued share capital in the Company.
- (C) On or about the date of this Agreement, the Government and the Subsidiary have entered into an agreement amending certain terms of the 2001 Agreement relating to the assignment of PAYE taxes due from the Subsidiary.
- (D) The Government has agreed to sell and transfer to the Purchaser the Shares upon the terms and subject to the conditions set out in this Agreement.

IT IS AGREED as follows:

1. SALE AND PURCHASE

Sale and purchase

- 1.1 The Government is the legal and beneficial owner of and shall sell and the Purchaser shall purchase the Shares with all legal and beneficial rights attaching to them and free from any Encumbrance and together with all rights attached to the Shares at the date of this Agreement or subsequently becoming attached to them.

Purchase price

- 1.2 The purchase price payable by the Purchaser as consideration for the purchase of the Shares is \$13,000,000.00, which shall be satisfied by the payment of:
 - 1.2.1 US\$12,272,636.00 to the Government; and
 - 1.2.2 US\$727,364.00 to the Subsidiary on behalf of the Government, in full satisfaction of the debt for the same amount owing by the Government to the Subsidiary in respect of the loan agreement dated 2 December 1992 between the Government and the Subsidiary related to the IFC/Seracem loan.

Share transfer form and share certificate

- 1.3 On the date of this Agreement, the Government shall deliver or cause to be delivered to the Purchaser:
- 1.3.1 a share transfer form duly executed by the Government in favour of the Purchaser evidencing the transfer of all of the Shares to the Purchaser; and
 - 1.3.2 the original share certificates evidencing the name of the Government as registered holder in respect of all of the Shares; and

Electronic transfers

- 1.4 On the date of this Agreement, the Purchaser shall pay by electronic transfer:
- 1.4.1 to the account of the Government (details of which have been provided in writing to the Purchaser) the amount of US\$12,272,636.00 as provided for in Clause 1.2.1; and
 - 1.4.2 to the account of the Subsidiary the amount of US\$727,364.00 as provided for in Clause 1.2.2.

Further assurance

- 1.5 Each Party undertakes to execute all such deeds and documents and do all such things as may be required including the payment of any costs, fees or expenses to implement and perfect the transactions intended to be effected under, or pursuant to, this Agreement and for giving the Purchaser the full benefit of the provisions of this Agreement, including vesting in the Purchaser the legal and beneficial title to the Shares.

2. WARRANTIES

Government warranties

- 2.1 The Government covenants with, and warrants and represents to, the Purchaser that:
- 2.1.1 it is the legal and beneficial owner of, and is entitled to transfer the legal and beneficial title to the Shares, free from any Encumbrances;
 - 2.1.2 it has the corporate power and authority to enter into and perform this Agreement and any agreement entered into pursuant to the terms of this Agreement and the provisions of this Agreement and any agreement entered into pursuant to the terms of this Agreement, constitute legal, valid and binding obligations of the Government and are enforceable against the Government, in accordance with their respective terms;
 - 2.1.3 the execution and delivery by the Government, and the performance by the Government of its obligations under, this Agreement and any agreement entered into pursuant to the terms of this Agreement will neither result in a breach of, or conflict with, any provision, laws, regulations, directives, statutes, subordinate legislation, or other requirement to which it is bound nor result in a material breach of, or constitute a material default under, any instrument to which it is a party or by which it is bound;
 - 2.1.4 no consents, permissions, authorisations approvals, declarations, filings nor agreements of any ministry, government, governmental department, commission, agency or other organisation having jurisdiction is necessary or desirable for the Government to enter into and perform this Agreement and any agreement entered into pursuant to the terms of this Agreement;

- 2.1.5 the Government has duly authorised and executed this Agreement and any agreements to be entered into pursuant to the terms of this Agreement; and
- 2.1.6 the Subsidiary has duly paid and discharged all PAYE taxes due from the Subsidiary between 1 January 2005 and 31 December 2011 in accordance with the terms of the 2001 Agreement and the Purchaser has discharged all obligations regarding the transfer of shares in the Company in respect of such period.

Purchaser warranties and undertakings

- 2.2 The Purchaser warrants and represents to the Government that:
 - 2.2.1 it is duly incorporated and validly existing under the laws of its jurisdiction and has full power to conduct its business as conducted at the date of this Agreement;
 - 2.2.2 it has corporate power and authority to enter into and perform this Agreement and any agreement entered into pursuant to the terms of this Agreement and the provisions of this Agreement and any agreement entered into pursuant to the terms of this Agreement, constitute valid and binding obligations on the Purchaser and are enforceable against the Purchaser, in accordance with their respective terms;
 - 2.2.3 the execution and delivery by the Purchaser, and the performance by the Purchaser of its obligations under, this Agreement and any agreement entered into pursuant to the terms of this Agreement will neither result in a breach of, or conflict with, any provision, laws, regulations, directives, statutes, subordinate legislation, or other requirement to which it is bound nor result in a material breach of, or constitute a material default under, any instrument to which it is a party or by which it is bound;
 - 2.2.4 no consents, permissions, authorisations approvals, declarations, filings nor agreements of any ministry, government, governmental department, commission, agency or other organisation having jurisdiction is necessary or desirable for the Purchaser to enter into and perform this Agreement and any agreement entered into pursuant to the terms of this Agreement; and
 - 2.2.5 it has duly authorised and executed this Agreement and any agreements to be entered into pursuant to the terms of this Agreement.

3. MISCELLANEOUS

Waiver

- 3.1 The rights and remedies of the Parties shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by any other Party or by anything whatsoever except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect any other rights or remedies of the Parties. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

Variation

- 3.2 No variation of this Agreement (or any of the documents referred to in it) shall be valid unless it is in writing (which, for this purpose, does not include email) and signed by or on behalf of each of the Parties. The expression "variation" includes any variation, supplement, deletion or replacement however effected.

Interpretation



- 3.3 In this Agreement, the capitalised term "Encumbrance" shall mean any claim, option, charge (fixed or floating), mortgage, lien, pledge, equity, encumbrance, right to acquire, right of pre-emption, right of first refusal, title retention or any other third party right or other security interest or any other agreement or arrangement having a similar effect or any agreement to create any of the foregoing.

4. GOVERNING LAW AND JURISDICTION

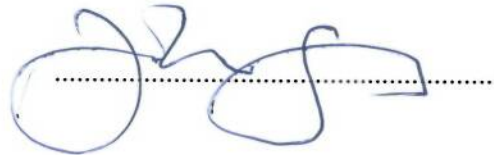
- 4.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims) (a "**Dispute**") shall be governed by and construed in accordance with the laws of the British Virgin Islands.
- 4.2 Each Party irrevocably agrees for the benefit of the other Party that the Courts of the British Virgin Islands (the "**Courts**") shall have exclusive jurisdiction in relation to any Dispute and irrevocably waives any right that it may have to object to an action being brought in those Courts, to claim that the action has been brought in an inconvenient forum, or to claim that those Courts do not have jurisdiction. Each Party irrevocably undertakes that it will neither issue nor cause to be issued originating or other process (other than in respect of enforcement of a judgment of the Courts) in respect of such a Dispute in any jurisdiction other than in the British Virgin Islands. Each Party hereby irrevocably appoints the Registered Agent of the Company as its authorised agent for the service of process in any action or proceeding in the British Virgin Islands under or in connection with this Agreement, and undertakes to provide the Registered Agent of the Company with the address to be used in connection with any such action or proceeding. The Government hereby waives, both with respect to itself (including any of its agencies or instrumentalities) and to its property, any sovereign immunity from jurisdiction and/or execution to which it may be entitled.

This Agreement has been duly executed by the Parties (or their duly authorised representatives) on the date specified at the beginning of this Agreement.

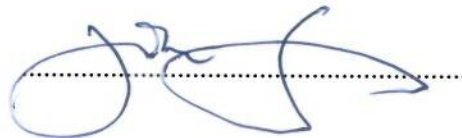
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SIERRA RUTILE LIMITED)
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SIERRA RUTILE HOLDINGS LIMITED
incorporated in the British Virgin Islands
Company No. 99548
(the "Company")

SHARE TRANSFER INSTRUMENT

We, the Government of the Republic of Sierra Leone of Secretariat Building, George Street, Freetown, Sierra Leone (the "**Transferor**") **DO HEREBY** transfer to SRL Acquisition No. 3, Limited of Trinity Chambers, P.O. Box 4301, Road Town, Tortola, British Virgin Islands, the seven thousand and eighty five (7,085) shares of \$0.01 each in our name in the share register of the Company.

This share transfer instrument is governed by the law of the British Virgin Islands.

As witness the hand of a duly authorised representative of the Transferor on 31 April 2012.


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for and on behalf of

THE GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE