

**AN ACT TO RATIFY THE CONCESSION AGREEMENT
AMONG THE GOVERNMENT OF THE
REPUBLIC OF LIBERIA, WESTERN CLUSTER LIMITED,
SESA GOA LIMITED, BLOOM FOUNTAIN LIMITED AND
ELENILTO MINERALS AND MINING LLC.**

APPROVED: AUGUST 22, 2011

**PUBLISHED BY AUTHORITY
MINISTRY OF FOREIGN AFFAIRS
MONROVIA, LIBERIA**

AUGUST 22, 2011

MINERAL DEVELOPMENT AGREEMENT

Among

**THE GOVERNMENT OF
THE REPUBLIC OF LIBERIA,
WESTERN CLUSTER LIMITED,
SESA GOA LIMITED,
BLOOM FOUNTAIN LIMITED**

AND

ELENILTO MINERALS & MINING LLC

Dated as of August 3, 2011

AN ACT TO RATIFY THE CONCESSION AGREEMENT AMONG THE GOVERNMENT OF THE REPUBLIC OF LIBERIA, WESTERN CLUSTER LIMITED, SESA GOA LIMITED, BLOOM FOUNTAIN LIMITED AND ELENILTO MINERALS AND MINING LLC

It is enacted by the Senate and House of Representatives of the Republic of Liberia in Legislature assembled:

SECTION I:

That from and immediately upon the passage of this Act, "AN ACT TO RATIFY THE CONCESSION AGREEMENT AMONG THE GOVERNMENT OF THE REPUBLIC OF LIBERIA, WESTERN CLUSTER LIMITED, SESA GOA LIMITED, BLOOM FOUNTAIN LIMITED AND ELENILTO MINERALS AND MINING LLC" as herein recited below word for word in the authentic English Version be, and the same is hereby ratified.

SECTION II: SHORT TITLE:

This ACT TO RATIFY THE CONCESSION AGREEMENT AMONG THE GOVERNMENT OF THE REPUBLIC OF LIBERIA, WESTERN CLUSTER LIMITED, SESA GOA LIMITED, BLOOM FOUNTAIN LIMITED AND ELENILTO MINERALS AND MINING LLC shall also be cited as the **WESTERN CLUSTER CONCESSION AGREEMENT**.

SECTION III:

That any and all obligations, covenants, terms and conditions as contained in the above mentioned ACT TO RATIFY THE CONCESSION AGREEMENT AMONG THE GOVERNMENT OF THE REPUBLIC OF LIBERIA, WESTERN CLUSTER LIMITED, SESA GOA LIMITED, BLOOM FOUNTAIN LIMITED AND ELENILTO MINERALS AND MINING LLC ALONG WITH ITS ADDENDUM ACT TO RATIFY THE CONCESSION AGREEMENT AMONG THE GOVERNMENT OF THE REPUBLIC OF LIBERIA, WESTERN CLUSTER LIMITED, SESA GOA LIMITED, BLOOM FOUNTAIN LIMITED AND ELENILTO MINERALS AND MINING LLC shall be carried to full completion unless otherwise modified, amended or repealed.

SECTION IV:

This Act shall take effect immediately upon the publication into handbill.

ANY LAW TO THE CONTRARY NOTWITHSTANDING.

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SCHEDULES AND EXHIBITS

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| Schedule 1 | – | Description of Exploration Area |
| Schedule 2 | – | Description of Pre-Feasibility Study Activities |
| Schedule 3 | – | Shareholders, Affiliates and Related Matters |
| Exhibit 1A | – | Form of Mining License |
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| Exhibit 2A | – | Parent Guarantee |
| Exhibit 2B | – | Form of Exploration Guarantee |
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| Exhibit 3 | – | Other Approved Fiscal Provisions |
| Exhibit 4 | – | The Pricing Agreement (To be attached after Effective Date pursuant to Section 15.3(c)) |
| Exhibit 5 | – | [RESERVED] |
| Exhibit 6 | – | Principles Relating to Community Funding |
| Exhibit 7 | – | Intermediate Inputs and Consumables |
| Exhibit 8 | – | Form of Deed of Adherence |
| Exhibit 9 | – | Port Lease (including map of leased area in Port) (To be provided after Effective Date when Port Lease is negotiated and executed. See Section 6.7(j)) |
| Exhibit 10A | – | Map of Railroad Corridor to Monrovia Port |
| Exhibit 10B | – | Map of Road Corridor to Monrovia Port (To be prepared by the MOPW and attached to this Agreement as an exhibit when it has been approved by the MOPW pursuant to Section 6.7(b)) |
| Exhibit 11A | – | Form of Escrow Release Notice |
| Exhibit 11B | – | Form of Document Release Notice |

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MINERAL DEVELOPMENT AGREEMENT

This Mineral Agreement (as hereinafter defined, the "Agreement") is made the 3rd of _____ and among:

GOVERNMENT OF THE REPUBLIC OF LIBERIA

represented by the Minister of Lands, Mines and Energy, the Minister of Finance, and the Chairman of Investment Commission, and attested to by the Minister of Justice,

WESTERN CLUSTER LIMITED

a corporation incorporated under the laws of Liberia (as hereinafter defined, the "Company")

SESA GOA LIMITED

a publicly listed corporation incorporated under the laws of India ("Sesa Goa"),

BLOOM FOUNTAIN LIMITED

a corporation incorporated under the laws of Mauritius (as hereinafter defined, "Bloom"), and

ELENILTO MINERALS & MINING LLC,

a limited liability corporation organized under the laws of Delaware (as hereinafter defined, "Elenilto").

Capitalized terms in this Agreement without other definition have the respective meanings assigned in Section 1.

WITNESSET

- A. Every mineral on the surface of the ground or in the soil or sub-soil, rivers, water courses, waters and continental shelf of Liberia is the property and national heritage of Liberia and all rights related to the exploration for and exploitation of minerals belong exclusively to Liberia.
- B. The Government desires to encourage the further exploration and development of Minerals, and wishes to promote and facilitate the operation of mining companies in connection therewith.
- C. The Government also desires, through the operation of mining companies, to benefit the areas in which Minerals are developed, including facilitating growth centers and regional development, to create more employment opportunities, to encourage and develop local business and ensure that skills and technology are transferred to citizens of Liberia, to

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acquire basic data regarding and related to the country's Mineral resources and to preserve and rehabilitate the natural environment for further development of Liberia.

- D. On November, 28th 2008, the Government issued a general solicitation for bid proposals for the exploration and mining of iron ore in the "Western Cluster Iron Ore Deposits" of Liberia, ("Western Cluster Project") as described in Tender Documents dated December 15, 2008.
- E. On May 15th 2009, Elenilto Minerals & Mining Ltd, a company registered under the laws of Anguilla ("Elenilto Anguilla"), submitted a bid in response to the Western Cluster Invitation to Bid as set forth in the Bid Proposal of May 15, 2009 and subsequently in the Clarifications to bid proposals submitted on November 30, 2009;
- F. In December 2009, the Government notified Elenilto Minerals & Mining Ltd that its bid had been accepted by the Government and that Elenilto Minerals & Mining Ltd was determined to be the "Provisional Winner" of the Tender for the Rehabilitation and Development of the Western Cluster Iron Ore Project;
- G. In order to carry out the Western Cluster Iron Ore Project, Elenilto Minerals & Mining Ltd formed Western Cluster Limited, a Liberian corporation, as a wholly owned subsidiary;
- H. Subsequently, Sesa Goa sought to acquire, directly or indirectly, a majority interest in the issued and outstanding share capital of the Company from Elenilto Minerals & Mining Ltd, and the Government approved the acquisition of such interest by Sesa Goa (or its wholly owned subsidiary);
- I. On June 7, 2011, Elenilto Anguilla filed a certificate of conversion with the Secretary of State of the State of Delaware converting from an Anguillan company to a Delaware limited liability company under the name "Elenilto Minerals & Mining LLC";
- J. On July 25, 2011, Elenilto, Sesa Goa, the Company, and Bloom Fountain Limited, a company formed under the laws of Mauritius ("Bloom") and a wholly-owned subsidiary of Sesa Goa, have entered into a Share Purchase and Operation Agreement pursuant to which Bloom has acquired title to 51% of the outstanding shares of capital stock of the Company and has agreed to have control over the management and operations of the business of the Company and the Project;
- K. In compliance with the laws of Liberia, Elenilto shall pay all applicable taxes, including withholding tax as provided herein, on the proceeds received in connection with the acquisition by Bloom of a majority interest in the issued and outstanding share capital of the Company, and Bloom shall withhold from its payment to Elenilto, and remit to the Government, the amount of withholding tax required by this Agreement;
- L. Elenilto, Bloom, and Sesa Goa, as the shareholders or parent thereof, of the Company, shall be jointly and severally liable for all obligations of the Company;

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- M. Consistent with the objective of the Invitation to Bid and the Tender Documents published by the Government in December of 2008, the Government, Elenilto, Sesa Goa, Bloom, and the Company have entered into this Agreement for the purpose of confirming the terms and conditions under which the Government is willing to grant the Company Exploration Licenses for the Bomi Hills, Bea Mountain and Mano River iron ore deposits and confirming the terms and conditions that will govern the Company's transition to Class A Mining Licenses covering the Bomi Hills, Bea Mountain and Mano River iron ore deposits and its operations under such Class A mining licenses.
- N. The Government is willing to grant the Company's rights with respect to Mineral exploration and mining in connection with the referenced deposits on the terms and conditions set forth herein, and the Company is willing to accept such rights on the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereby agree as follows:

SECTION 1 DEFINITIONS, TERMINOLOGY AND INTERPRETATION

The following terms wherever used in this Agreement shall have the respective meanings set forth below:

"Acceptable Third Party Financial Institution" means a third party financial institution with a long-term credit rating of at least A (or its equivalent) from at least two internationally recognized credit-rating agencies.

"Affiliate" of any Person means any other Person that, directly or indirectly, Controls or is Controlled by or is under common Control with, such Person.

"Agreed Revenue Code" has the meaning given in Section 14.2(a).

"Agreement" means this Mineral Development Agreement as well as all schedules and exhibits annexed to it, as they may from time to time be amended.

"Annual Social Contribution" has the meaning given in Section 8.2(a).

"APMT" has the meaning given in Section 6.7(d).

"Big Four Firm" has the meaning given in Section 20.7.

"Bloom" has the meaning given in the preamble to this Agreement.

"Business Day" means any day other than a Saturday or Sunday or a holiday declared by the Government.

"Chairperson of the Winding Up Commission" means the person designated as the Chairperson of the Winding Up Commission in accordance with Section 25.7(a).

"Chairperson of the National Investment Commission" means the Chairperson of the National Investment Commission of the Republic of Liberia.

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“Change of Control” means any assignment, sale, or transfer of interest of any type which results in a change in possession of the power to Control the Company, whether such power is vested in a single Person or a Group. A Change of Control of a shareholder (including any Shareholder), member, partner or joint venturer of the Company or of a Group made up of such Persons will constitute a Change of Control of the Company if such shareholder, member, partner, joint venturer or Group can Control the Company.

“CIM Code” has the meaning given in the definition of Selected CRIRSCO Code.

“Commission” has the meaning given in Section 25.7(a).

“Committee” has the meaning given in Section 8.2(c).

“Communication” has the meaning given in Section 28.1.

“Company” has the meaning given in the preamble to this Agreement.

“Company Event of Default” has the meaning given in Section 25.2.

“Competent Person” has the meaning assigned in the Selected CRIRSCO Code, provided that for three years from the Effective Date the term “Competent Person” shall also include a geologist who is a citizen and resident of Liberia with a graduate degree in mineral geology from an internationally recognized geology program who lacks the professional membership requirements imposed for qualification as a Competent Person under the Selected CRIRSCO Code but who otherwise has a minimum of five years post-graduate experience in non-governmental employment relevant to the style of mineralization and type of deposit or class of deposit under consideration and to the activity which that person is undertaking, provided that (a) if such person is estimating or supervising the estimation of Mineral Resources, the relevant experience shall be in the estimation, assessment and evaluation of Mineral Resources, (b) if such person is estimating, or supervising the estimation of Mineral Reserves, the relevant experience shall be in the estimation, assessment, evaluation and assessment of the economic extraction of Mineral Reserves, and (c) such person has certified to the Minister that he has the requisite professional competence in the commodity, type of deposit and situation under consideration.

“Confidential Information” has the meaning given in Section 22.2(a).

“Control” (including the terms “Controlled by” and “under common Control with” and “Controls”) means the possession, directly or indirectly, of the power to direct or cause the direction of (or to block action by) the management of a Person. Without limiting the generality of the preceding sentence, the ability to control a Person is presumed to exist if a second Person or Group holds or can direct the exercise of at least 25% of the Management Rights with respect to such first Person and no third Person or Group holds or can direct the exercise of a percentage of the Management Rights with respect to such first Person that exceeds the percentage of the Management Rights held by such second Person or Group.

“Controlling Person” has the meaning given in Section 23.11.

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“Deflator” means the GDP Implicit Price Deflator as published and revised from time to time by the U.S. Department of Commerce Bureau of Economic Analysis. If such index is no longer published, the parties shall agree upon a functionally and substantively similar replacement reference or otherwise agree upon adjustments that will substantially preserve the economic impact and timing of the periodic adjustments contemplated by Sections 8.2(b), 11.3(b) and 11.4.

“Development” means all preparation for the removal and recovery of Minerals, including the construction and installation of all Mining Plant, Infrastructure and other equipment to be used in connection with the mining, handling, milling, beneficiation or other processing or transportation of Minerals.

“Development Plan” has the meaning given in Section 5.6(a)(iv).

“Disapproval Notice” has the meaning given in Section 5.9(e).

“Disapproved Feasibility Report” has the meaning given in Section 5.9(e).

“Dispute” has the meaning given in Section 27.1(a).

“Dollar” and “US\$” means the lawful currency of the United States of America.

“ECOWAS” means the Economic Community of West African States.

“Effective Date” has the meaning given in Section 2.

“EIA” has the meaning given in Section 5.6(b).

“Elenitlo” has the meaning given in the preamble to this Agreement.

“EMP” has the meaning given in Section 5.6(b).

“Environmental Restoration Obligations” has the meaning given in Section 5.7(c).

“Environmental Restoration Obligations Funding Agreement” has the meaning given in Section 5.7(c).

“Environmental Restoration Obligations Guarantee” has the meaning given in Section 5.7(c).

“EPA” means the Environmental Protection Agency of Liberia and any other ministry, department or agency of Liberia that succeeds to its environmental protection functions.

“Event of Default” means a Government Event of Default or a Company Event of Default.

“Exploration” and “Explore” have the respective meanings assigned in the Exploration Regulations.

“Exploration Area” means each of the areas described in Schedule 1 to this Agreement as such area may be modified by Section 3.2 of the Exploration Regulations.

“Exploration Guarantee” has the meaning given in Section 20.6(c).

“Exploration Guarantor” has the meaning given in Section 20.6(c).

“Exploration Guarantor Net Worth Requirements” has the meaning given in Section 20.6(c).

“Exploration License” means the “License” for purposes of the Exploration Regulations, issued to Company with respect to the Exploration Area.

“Exploration Period” means the term of an Exploration License issued pursuant to this Agreement, including as modified or extended from time to time.

“Exploration Period Project Linkages Plan” has the meaning given in Section 4.2(e).

“Exploration Regulations” means the Regulation Governing Exploration Under a Mineral Exploration License of the Republic of Liberia which became effective on and after March 2010, as from time to time amended, supplemented or modified.

“Feasibility Consultant” has the meaning given in Section 5.2(a)(i).

“Feasibility Report” has the meaning given in Section 5.2(a)(i).

“Final Closure Plan” has the meaning given in Section 26.2(i).

“Financial Year” means January 1 through December 31, or such other period of twelve calendar months ending on March 31, June 30 or October 31 as may be agreed by the parties.

“Force Majeure” has the meaning given in Section 29.2.

“Freeport Concession Agreement” has the meaning given in Section 6.7(d).

“Freeport of Monrovia” means the area located at latitude of 6°20'31” North and longitude of 10°47'45” West on the coast of Liberia.

“GAAP” has the meaning given in Section 17.4(a).

“Government” means the Government of Liberia, including all of the branches, divisions, instrumentalities and agencies of its government.

“Government Event of Default” has the meaning given in Section 25.1.

“Group” means two or more Persons who are acting together for the purpose of acquiring, holding, voting or disposing of Management Rights of a Person. The parties to a shareholders agreement with respect to a corporation that establishes how directors of the corporation are to be chosen or how the parties must vote their shares in certain cases, and the parties to any similar agreement with respect to any other business entity, are in each case members of a Group.

“Guarantor” means either the Exploration Guarantor or the Mining Guarantor, as applicable.

"Guarantor Net Worth Requirements" means either the Exploration Guarantor Net Worth Requirements or the Mining Guarantor Net Worth Requirements, as applicable.

"IFRS" has the meaning given in Section 17.4(a).

"Immovable" means, when referring to tangible property, all improvements to the Land, such as roads, dams, and canals, and all items of tangible property that are securely affixed and attached to the Land or to buildings or other structures on the Land. All other items of tangible property are "Movable".

"Indebtedness" has the meaning given in Section 20.4(c).

"Indicated Mineral Resource" has the meaning given in and is to be determined as prescribed in the Selected CRIRSCO Code.

"Inferred Mineral Resource" has the meaning given in and is to be determined as prescribed in the Selected CRIRSCO Code.

"Infrastructure" includes all facilities and, to the extent provided below, equipment, constructed or acquired by purchase, lease or otherwise by the Company (other than Mining Plant) and used by the Company in connection with Operations (other than in Exploration), including (by way of example):

- (a) Immovable transportation and communication facilities (including roads, bridges, railroads, airports, landing strips and landing pads for aircraft, hangars and other airport facilities, garages, channels, tramways, pipelines and Immovable installations for radio, telephone, telegraph, telecommunications, and electronic or other forms of communications).
- (b) Immovable port facilities (including docks, harbors, piers, jetties, breakwaters, terminal facilities and warehouses, and loading and unloading facilities).
- (c) Immovable power, water and sewerage facilities (including electrical generating plants and transmission lines, dams, water drains, water supply systems and systems for disposing of tailings, plant waste and sewage).
- (d) Immovable public welfare facilities (including schools, clinics and public halls).
- (e) Miscellaneous Immovable facilities used primarily in connection with the operation of any of the foregoing (including offices, machine shops, foundries, repair shops, employees' housing and warehouses).
- (f) Movable equipment used as an integral part of the Immovable facilities described above.

"International Mining Standards" means such practices, methods and acts as are in accordance with good standards of skill, diligence, judgment, prudence and foresight practiced by prudent professionals employed by leading international firms in the international mining industry (for example, firms that are members of the International Council on Minerals and Metals), provided that the Government may by Law designate a

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particular international Mining Standard as being generally applicable to all holders of Class A mining licenses or exploration licenses issued under the Mining Law.

“Investor Parties” has the meaning given in Section 27.1(a).

“Iron Ore” means Minerals of which the principal economic value is its iron content.

“JORC Code” has the meaning given in the definition of Selected CRIRSCO Code.

“Land” means any land in Liberia including any creeks, streams, rivers or bodies of water (and their residue) contained on or within all such land.

“Landowner” has the meaning given in the Mining Law.

“Law” means any constitution, treaty obligation, law, statute, decree, rule, regulation, judicial act or decision, judgment, order, proclamation, directive, executive order or other sovereign act of the Government other than this Agreement.

“LCIA” means the London Court of International Arbitration.

“Legislature” has the meaning given in Section 2.

“Liberian Currency” means any currency, except Dollars, that is legal tender in Liberia, or circulates freely in any part of Liberia by virtue of any Law or authority as a medium of exchange for the purchase or sale of goods and services.

“Lien” means any mortgage, lien, pledge, charge, security interest or other encumbrance on any property or asset, or any interest or title of any vendor, lessor, lender or other secured party in or to any property or asset under any conditional sale or other title retention agreement.

“Major Contractor” has the meaning given in Section 12.

“Management Rights” means, with respect to a Person, the right to participate in the direction of the management and policies of such Person, through such means (by way of example and not limitation) as (i) the power to direct the vote of shares entitled to participate in the election of directors of such Person, (ii) any other right to participate in the designation of the directors of such Person, (iii) the power to act as, or to direct the vote of a voting partner of, any such Person that is a partnership, or (iv) the contractual right to act as a manager or operator of any such Person that is a limited liability company or similar entity, or to participate in the direction of such manager or operator.

“Material Adverse Effect” means any material adverse effect on (i) Operations or (ii) the ability of the Company to exercise its rights or perform its respective obligations under this Agreement, any Exploration License or any Mining License.

“Mine” when used as a verb, means to intentionally extract or win Minerals and includes any Operations directly or indirectly incidental thereto. “Mining”, when used as a verb, has a corresponding meaning. “Mine”, when used as a noun, refers to the tangible shafts, cuttings, excavations and diggings from which or through which Minerals are extracted from the earth.

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“Mineral” or “Minerals” means a naturally occurring element or compound having an orderly internal structure and characteristic chemical composition, crystal form, and physical properties, formed by or subject to a geological process but not including hydrocarbons.

“Mineral Development Fund” means the Mineral Development Fund established by the Mining Law.

“Mineral Reserves” has the meaning given in, and is to be determined as prescribed in, the Selected CRIRSCO Code.

“Mineral Resources” has the meaning given in, and is to be determined as prescribed in, the Selected CRIRSCO Code.

“Mining Guarantee” has the meaning given in Section 20.6(d).

“Mining Guarantor” has the meaning given in Section 20.6(d).

“Mining Guarantor Net Worth Requirements” has the meaning given in Section 20.6(d).

“Mining Law” means the Minerals and Mining Law 2000 Part I of Title 23 of the Liberian Code of Law Revised, as from time to time amended, supplemented or modified.

“Mining License” means a Class A mining license granted by the Government to the Company under the Mining Law and Section 5 of this Agreement to Mine and produce specific Minerals in a specified area in Liberia, which shall be substantially in the form of Exhibit 1 hereto or as the parties may otherwise agree.

“Mining Plant” means all facilities and equipment constructed or acquired by purchase, lease or otherwise by the Company that are directly used in the extraction, milling, beneficiation or other processing of Minerals into the form in which they are marketed by the Company, including both Immovable items and Movable items. For the avoidance of doubt, facilities and equipment used to transport Minerals after extraction and through the final stage of processing by the Company (including direct Mineral load-out facilities integrated into the final processing facility and transport from the final processing facility to adjacent storage areas) constitute Mining Plant, while such things as facilities and equipment used to load and transport Minerals onward from the point of final processing constitute Infrastructure.

“Mining Term” has the meaning given in Section 5.10(a).

“Minister” has the meaning given in the Mining Law.

“Minister of Finance” means the Minister of Finance of the Republic of Liberia.

“Minister of Justice” means the Minister of Justice of the Republic of Liberia.

“Ministry” means the Ministry of Lands, Mines and Energy of Liberia and any other ministry, department or agency of Liberia that succeeds to its responsibilities of supervising the undertaking of Mineral exploration and mining activities in Liberia.

“Ministry of Finance” means the Ministry of Finance of the Republic of Liberia.

“Ministry of Justice” means the Ministry of Justice of the Republic of Liberia.

“Ministry of Public Works” means the Ministry of Public Works of the Republic of Liberia.

“Mortgage” has the meaning given in Section 23.6.

“Mortgaged Property” has the meaning given in Section 23.6.

“Movable” has the meaning given in the definition of “Immovable” above.

“National Investment Commission” means the National Investment Commission of the Republic of Liberia.

“Net Worth” means, as to any corporate Person, at any relevant time:

- (a) the total assets of such Person which would be shown as assets on a balance sheet of such Person as of such time prepared in accordance with GAAP or IFRS, as applicable; minus
- (b) the total liabilities of such Person which would be shown as liabilities on a balance sheet of such Person as of such time prepared in accordance with GAAP or IFRS, as applicable.

“Occupant of Land” has the meaning given in the Mining Law.

“Official” has the meaning given in Section 21.1(i).

“Operations” means all activities and transactions conducted by or on behalf of the Company with respect to, under or incidental to this Agreement including Exploration, Development, Production and restoration or remediation.

“Operations Plan” has the meaning given in Section 5.6(a)(v).

“Parent Guarantee” has the meaning given in Section 20.6(b).

“Parent Guarantor” has the meaning given in Section 20.6(b).

“Parent Guarantor Net Worth Requirements” has the meaning given in Section 20.6(b).

“party” means either the Government or the Company or, solely for the purposes of Sections 21.3, 27 and 28.3, any Shareholder or Sesa Goa, and, in the plural form, both the Government and the Company and, solely for the purposes of Sections 21.3, 27 and 28.3, any Shareholder or Sesa Goa.

“Payment Notice” has the meaning given in Section 25.3.

“Permitted Subsidiaries” means the Company’s wholly-owned Liberian Subsidiaries working exclusively with the Company in relation solely to the Operations.

“Permitted Transferee” has the meaning given in Section 23.8.

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"Person" means any natural person and any partnership, joint venture, corporation, limited liability company, trust, estate or other organization or entity, and any branch, division, political sub-division, instrumentality, authority or agency of any government or state.

"Port" means the NIOC and LMC Iron Ore piers in the Freeport of Monrovia, Liberia and the other integrated infrastructure marked on the map included in Exhibit 9 hereto.

"Port Lease" means a lease agreement to be entered into between the Company and the National Ports Authority on mutually acceptable terms relating to land for use by the Company in connection with the Company's Iron Ore Operations that require use of facilities at the Port. The Port Lease shall include a detailed map relating to the portions of the Port where the Company is permitted to conduct Iron Ore Operations, which map, at such time as the Port Lease is attached to this Agreement, shall be deemed to be Exhibit 9 hereto.

"Power Plant" has the meaning given in clause (7) of Section 5.6(a)(iv).

"Pre-Feasibility Report" has the meaning given in Section 4.6.

"Prevailing Market Rate of Exchange" means the predominant rate, expressed in Dollars, at which willing sellers and willing buyers, acting at arms-length and in the ordinary course of business, are, on the day that the transaction takes place (or, if that day is not a business day, the preceding business day), prepared to purchase or sell (as appropriate for the applicable transaction) any currency issued by authority of the Central Bank of Liberia or any successor governmental agency of Liberia or any relevant currency of another jurisdiction (as the case may be) in London, United Kingdom and "business day" for purposes of this definition means a day on which banks are open for normal banking business in London, United Kingdom.

"Previous Negative Environmental Impact" has the meaning given in Section 13.6(a).

"Pricing Agreement" has the meaning given in Section 15.3(a).

"Probable Mineral Reserve" has the meaning given in and is to be determined as prescribed in the Selected CRIRSCO Code.

"Product(s)" means any product or products produced by the Company under the authority of a Mining License, be it ore, mill concentrates, pellets or any other product the principal economic value of which is its iron content.

"Production" means the commercial exploitation of Minerals found in the Exploration Area and authorized to be exploited under a Mining License and all other activities incidental thereto including the design, construction, installation, fabrication, operation, maintenance and repair of Mining Plant, Infrastructure and any other equipment, and the Mining, processing, stockpiling, transportation, export and sale of such Minerals.

"Production Area" means any of the areas in the Exploration Area designated by the Company as a "Proposed Production Area" pursuant to Section 5.1 for which the Government has granted a Mining License to the Company pursuant to Section 5.5, including, for the avoidance of doubt, Retained Production Areas.

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“Production Operating Period” means the period of time during which the Mining Plant is being operated, maintained and repaired and the Mining, processing, stockpiling, transportation, export and sale of Minerals is occurring.

“Profound Changes in Circumstances” means such changes, since the relevant base period under Section 31.1, in the economic conditions of the mineral and mining industry worldwide or in Liberia, or such changes in the economic, political or social circumstances existing in Liberia specifically or elsewhere in the world at large as to result in such a material and fundamental alteration of the conditions, assumptions and bases relied upon by the parties at such base period that the overall balance of equities and benefits reasonably anticipated by them will no longer as a practical matter be achievable.

“Project” means the Mine, Mining Plant and Infrastructure relating to a Production Area or a Proposed Production Area (as applicable).

“Prohibited Person” has the meaning given in Section 23.8.

“Property List” has the meaning given in Section 26.2(a).

“Proposed Production Area” means an area or area designated as such by the Company pursuant to and in accordance with the requirements of Section 5.1.

“Proven Mineral Reserve” has the meaning given in and is to be determined as prescribed in the Selected CRIRSCO Code.

“Railroad” has the meaning given in Section 6.7(a).

“RAP” has the meaning specified in Section 5.8(b).

“Regulations” means the regulations at the time in effect issued by the Minister pursuant to Chapter 21 of the Mining Law.

“Related Person” has the meaning set forth in Section 208 of the Revenue Code.

“Relinquished Area” has the meaning given in Section 4.4.

“Restricted Payment” has the meaning given in Section 20.4(d).

“Retained Production Areas” has the meaning given in Section 4.3.

“Revenue Code” means the Revenue Code of Liberia 2000 of Liberia, as from time to time amended, supplemented or modified, or any successor revenue code of Liberia. References in this Agreement to the Revenue Code shall be deemed to include the modifications set forth in Exhibit 3, as if such modifications were in force and constituted applicable Law for the purpose of determining the liabilities of the Company under the Revenue Code.

“Review Period” has the meaning given in Section 5.9(a).

“Road” has the meaning given in Section 6.6.

"Royalty" has the meaning given in Section 15.1(a).

"Royalty Rate" has the meaning given in Section 15.1(a).

"SAMREC Code" has the meaning given in the definition of Selected CRIRSCO Code.

"SAP" has the meaning given in Section 5.6(c).

"Selected CRIRSCO Code" means a Committee for Mineral Reserves International Reporting Standards (CRIRSCO) recognized mineral evaluation code such as the Joint Ore Reserves Committee of the Australasian Institute of Mining and Metallurgy, Australian Institute of Geoscientists and Minerals Council of Africa Coded for Reporting of Exploration Results, Mineral Resources and Ore Reserves, as in effect from time to time (the "JORC Code"), the Canadian Institute of Mining, Metallurgy and Petroleum Definition Standards on Mineral Resources or Mineral Reserves, as in effect from time to time (the "CIM Code"), or the South African Mineral Resource Code for the Reporting of Exploration Results, Mineral Resources and Mineral Reserves, as in effect from time to time (the "SAMREC Code"), as elected by the Company from time to time. Initially, the Selected CRIRSCO Code is the SAMREC Code. If the Selected CRIRSCO Code is no longer in effect or no longer defines a term defined herein by reference to it, the Company will select a CRIRSCO-compliant replacement code or if none exists a functionally and substantively similar replacement code and promptly notify the Government thereof.

"Sesa Goa" has the meaning given in the preamble to this Agreement.

"Shareholder(s)" means Elcnitlo, Bloom, and any other Person that acquires an interest in the Company in accordance with this Agreement.

"SIA" has the meaning given in Section 5.6(c).

"Start of Commercial Production" has the meaning given to the commencement of "commercial production" in Section 700 (e) of the Revenue Code.

"Subsidiary" means, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a 50% interest in the profits or capital thereof is owned by such first Person and/or one or more of its Subsidiaries.

"Taxes and Duties" means any and all direct and indirect income, profit, excess profit, additional profit, gains, capital gains, corporation, dividend, interest, financing, net worth, sales, transaction, payroll, import, export, customs, consul, inspection, value added, consumption, supply, use, turnover, severance, stumpage, cash flow, rental, land rental, surface rental, property, stamp, withholding and other taxes, duties, fees, levies, excises, rates, charges, imposts, surcharges, royalties and other Government imposed revenue payments of whatever nature and however called and whether paid to the Government or to any other Person at its directive or pursuant to Law.

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"Term" means the term of this Agreement set forth in Section 3, as it may from time to time be extended in accordance with the provisions of this Agreement.

"Termination Notice" has the meaning given in Section 25.5(a).

"Third Party Company Claim" has the meaning given in Section 13.6(b)(i).

"Third Party Government Claim" has the meaning given in Section 20.1(a)(i).

"Transfer" means and includes a sale, assignment, pledge or other transfer of property, by operation of law or otherwise.

"Transfer Pricing Study" has the meaning given in Section 20.7.

"UNCITRAL Rules" means the arbitration rules of United Nations Commission on International Trade Law.

"Up-Front Payment" has the meaning given in Section 16.7.

"Up-Front Payment Guarantee" means the certain guarantee of the Company's payment of the Up-Front Payment, dated as of the 25th of July 2011 and issued by the Standard Chartered Bank in favor of the Government.

"Work" means all activities undertaken by or on behalf of the Company under this Agreement, including continuing Exploration under its Exploration License, if any, the design and construction of all Mines, Mining Plant and Infrastructure and the acquisition of related equipment, the operation of all Mines, Mining Plant, Infrastructure and related equipment, the shutdown and demobilization of all Mines, Mining Plant and Infrastructure, all environmental protection, restoration and remediation activities required by this Agreement or by the EPA, and any other activities required to be undertaken by the Company pursuant to this Agreement.

This Agreement shall be read with such changes in gender or number as the context shall require. Headings to the clauses and sections of this Agreement are inserted for convenience only and shall not affect its construction. Unless otherwise specifically provided for in this Agreement, all references in this Agreement to Law or to any specific laws or regulations of Liberia, including a specific section thereof, shall mean such laws, regulations and/or section, including any successor law, regulation and/or section to any law, regulation and/or section specifically cited in this Agreement as are at the time in effect. All references in this Agreement to Law shall include, with respect to any statute, any regulations promulgated thereunder. References to "Sections," "Appendices," "Schedules" and "Exhibits" without other attribution are references to Sections, Appendices, Schedules and Exhibits forming part of this Agreement.

Any reference to a Person includes such Person's successors by operation of law and any reference to a party also includes such party's permitted assigns or any transferee pursuant to Section 23.

Unless otherwise stated, a reference to "hereof," "hereunder," "herein," or words of similar meaning, means this Agreement. The words "and" and "or" will include the conjunctive and disjunctive, as the context may require or permit. The word "include" (and any variation of that word), without other qualification, means "including but not

limited to." The Government, the Company and Elenilto have jointly participated in the negotiation and drafting of this Agreement and it shall not be construed against any party as the drafting party.

SECTION 2 EFFECTIVE DATE

2.1 Effective Date.

This Agreement, after having first been signed on behalf of the parties as provided on the signature pages of this Agreement, shall become effective and be binding on them on the date (the "Effective Date") on which the last of the following conditions have been satisfied: (i) attestation of this Agreement by the Minister of Justice, (ii) approval of this Agreement by the President of the Republic of Liberia, (iii) ratification of this Agreement by the National Legislature of the Republic of Liberia (the "Legislature"), and (iv) publication of this Agreement in handbills (at which point this Agreement shall take effect as Law). The Ministry and the Ministry of Finance shall provide the Company with a certificate signed by representatives of the Ministry of Finance and the Ministry certifying that the events described in clauses (i) through (iv) of the foregoing sentence have occurred.

2.2 Acquisition of Shares.

According to the terms of the Stock Purchaser and Operation Agreement executed between Sesa Goa, Elenilto, Bloom and the Company, Bloom has acquired legal and beneficial ownership of 51% of the outstanding shares of capital stock of the Company and simultaneously therewith, Bloom has transferred an amount of \$90,000,000 (Ninety Million United States Dollars only) to an escrow account opened with JP Morgan, London Branch according to the terms of a cash escrow agreement executed between Bloom, Elenilto and JP Morgan. In parallel, Bloom and Elenilto have also executed a document escrow agreement under which, Bloom and Elenilto have deposited certain documents, including the Up-Front Payment Guarantee that was deposited by Bloom.

Immediately and in any event within 2 (two) days after ratification and prior to the Effective Date, the Government shall, through the Minister of Justice, issue the valid release notices under the above two escrow agreements. Forms of the valid release notices are attached hereto as Exhibits 11A and 11B.

SECTION 3 TERM OF THE AGREEMENT

The term of this Agreement commences on the Effective Date. The initial term of this Agreement is 25 years, subject to earlier termination as provided in this Agreement, and will be automatically extended to match any extension under Section 5.10(a) of the term of any Mining License.

SECTION 4 EXPLORATION LICENSE; INTERIM EXPLORATION RIGHTS; PRE-FEASIBILITY STUDY

4.1 Exploration Licenses.

Not later than ninety (90) days after the Effective Date, the Company shall be granted Exploration Licenses for each of the Exploration Areas (as specified

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herein or in accordance with the Exploration Regulations). The terms of the respective Exploration Licenses (the "Exploration Period" under the Exploration Regulations) shall terminate as scheduled below.

- (a) The Exploration License for the Bomi Deposit shall terminate on the third (3rd) anniversary of the Effective Date.
- (b) The Exploration License for the Mano River Deposit shall terminate on the fifth (5th) anniversary of the Effective Date; and
- (c) The Exploration License for the Bea Mountain Deposit shall terminate on the seventh (7th) anniversary of the Effective Date.

All of the above Exploration Licenses may be extended in accordance with the Mining Law or the Exploration Regulations.

4.2 Exploration Rights.

- (a) During the Exploration Period, the Company shall have exclusive right to conduct Exploration for Iron Ore within the Exploration Area.
- (b) The Company shall conduct Exploration within the Exploration Area in compliance with the Exploration Regulations, including Section 7 thereof, and this Agreement, notwithstanding any conflicting provisions of the Exploration License. Unless expressly otherwise provided in this Agreement, if there is a conflict between the terms of the Exploration Regulations and the terms of this Agreement, the terms of this Agreement shall control.
- (c) The rights of the Company to conduct Exploration under this Agreement are limited to exploration for Iron Ore.
- (d) During the Exploration Period the Company may conduct only such Exploration as does not require the filing with or application to, or the obtaining of any consent, approval, license or permit from, the EPA unless such filing or application has duly occurred and any such consent, approval, license or permit has been duly obtained; provided that if EPA fails to act timely, the Minister upon notice by the Company of such failure may permit continued Exploration until such time as the EPA does act. A copy of each such consent, approval, license or permit obtained by the Company from the EPA shall be promptly filed with the Minister. For clarity, the Company may commence Exploration in the Exploration Area following issuance of the Exploration License, provided that the Company has complied with the Exploration Regulations.
- (e) Within no more than 120 days following the Effective Date, and no later than the date of submission of the Company's Exploration Program, the Company shall provide the Government a project linkages plan which (i) identifies the potentials for local suppliers, contractors and service providers to service the Project, (ii) identifies key interventions to grow the minerals input industrial sector, and (iii) sets out a project local purchase

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plan with clear milestones identified in terms of an increasing percentage of local purchases of goods and services, and providing for bidding preferences for local suppliers, contractors and service providers (provided that such Persons offer quality, terms, delivery, service, quantity and price at least comparable to those obtainable from other sources) (the "Exploration Period Project Linkages Plan"). The Company shall update the Exploration Period Project Linkages Plan once every 12 months during the Exploration Period.

4.3 Retained Production Areas.

In addition to designation of Proposed Production Areas in accordance with Section 5.1(a), prior to the expiry of the Exploration Period, the Company may also nominate an area of Land for the purposes of access to and from the Proposed Production Areas, the development and operation of Infrastructure, or as reasonably required in connection with existing and future Operations, including reasonable buffer zones around Proposed Production Areas ("Retained Production Areas"). Any such Retained Production Areas shall be deemed to be part of the applicable Proposed Production Area and shall be subject to the rights and obligations set out under this Agreement (other than the Company's right to conduct Exploration in such Retained Production Areas).

4.4 Termination of Exploration Rights and Lapse of Exploration Area.

Except as provided in Section 5.1(d) with respect to Exploration conducted in a Proposed Production Area timely designated in compliance with the requirements of Sections 5.1(a) and 5.1(b), from and after the expiration of the Exploration Period the Company shall have no further rights under this Agreement or any prior agreement with or license or permit from the Government with respect to any portion of the Exploration Area other than that encompassed by Proposed Production Areas timely designated in compliance with the requirements of Sections 5.1(a) and 5.1(b) (such portion(s) in which the Company no longer has rights, the "Relinquished Area"). Unless otherwise permitted by the Government, the Company shall, within a reasonable period, but not to exceed 180 days after the expiration of the Exploration Period, cause the removal and proper disposal of any property used by the Company or any of its contractors that is located on the Relinquished Area.

4.5 Third Party Rights in the Exploration Area.

The Company acknowledges that the Government may grant rights to one or more third parties to Explore for gold and other Minerals (but not, for the avoidance of doubt, Iron Ore) in the Exploration Area, subject to the Company and each such third party working in good faith to reach agreement with respect to the conduct of their respective activities in the Exploration Area. The Company agrees that it will engage in negotiations with any third party seeking such Exploration rights regarding the conduct of their respective activities in the Exploration Area and shall conduct such negotiations in good faith with the goal of reaching an agreement that is reasonably acceptable to the Company and such third party. The Company agrees that, if the Company and such third party fail to reach such an

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agreement, the Company will submit to an independent dispute resolution process with such third party, which process shall be reasonable in light of the circumstances, including the financial resources of the third party. The Company acknowledges that the Government shall have no obligation to intervene on behalf of the Company in any dispute between the Company and such third party, whether in connection with such negotiations or otherwise, but may intervene to help resolve such dispute.

4.6 Pre-Feasibility Report.

The Company agrees that it will prepare, in good faith and in accordance with International Mining Standards, a study in accordance with the requirements set forth below and in Schedule 2 attached hereto (the "Pre-Feasibility Report") to be submitted together with its notice designating a Proposed Production Area pursuant to Section 5.1. The Pre-Feasibility Report will include (i) preliminary engineering studies and financial analysis regarding the route selection, design, investment requirements and other relevant factors to permit the construction of the Railroad and the rehabilitation of the leased areas in the Port, as described in Section 6.7(c), (ii) an evaluation of the feasibility, from technical and financial standpoints, of different power generation alternatives that will enable the Company to comply with its obligations under Section 19.3, and (iii) an evaluation, from technical and financial standpoints, of downstream processing alternatives, such evaluation to include pelletisation and iron-making. For the purposes hereof, "preliminary" means (i) with respect to any resource estimate that will comprise part of the Pre-Feasibility Report, the CRIRSCO Indicated Resource standard and (ii) with respect to all other engineering studies in the Pre-Feasibility Report, the Association for the Advancement of Cost Engineering Inc. (AACE) Class 3 estimate standards or equivalent, specifically accuracy range of $\pm 20\%$, with 5-15% of engineering completed, and 15-20% contingency. The Pre-Feasibility Report for the Bomi and Mano River Deposits will be completed, and a copy thereof will be provided to the Government no later than the second anniversary of the Effective Date, while the Pre-Feasibility Report for the Bea Mountain Deposit will be completed and a copy provided to the Government no later than the third anniversary of the Effective Date, it being understood the Pre-Feasibility Report will be provided for informational purposes only and not subject to approval by the Government. The parties shall discuss in good faith which of any of the power generation alternatives described in clause (ii) of the second sentence of this Section 4.6 indicated in the Pre-Feasibility Report as feasible will be evaluated further as part of the Feasibility Report and select one of such alternatives for such further evaluation.

SECTION 5 MINING LICENSES

5.1 Designation of Proposed Production Areas and Application for a Mining License.

- (a) If the Company identifies potentially exploitable Iron Ore deposits in the Exploration Area of a type covered by its Exploration License with respect to such Exploration Area that constitute Indicated Mineral Resources, it may designate by notice to the Minister that all or one or more portions of the Exploration Area are proposed production areas (each, a "Proposed Production Area"). The Company may give more than one notice under

this Section 5.1(a), provided that, except as permitted pursuant to Sections 5.3(a) and 5.4, no such notice may be given with respect to any portion of the Exploration Area at any time following the expiration of the Exploration Period of the Exploration License. Each such notice shall set forth:

- (i) the proposed boundaries of each Proposed Production Area covered by such notice,
- (ii) the nature, location and estimated quality of the Iron Ore constituting the Indicated Mineral Resource in such Proposed Production Area and
- (iii) the form in which the Product(s) of the Iron Ore are expected to be marketed by the Company.

Each notice with respect to a Proposed Production Area shall be accompanied by (y) the report of a Competent Person setting forth his or her conclusion that the deposit(s) constitute Indicated Mineral Resources, and the basis for such conclusion, in the form required by the selected CRIRSCO Code for the public reporting of Mineral Resources, and setting forth the scope of any Iron Ore constituting Inferred Mineral Resources located within the Proposed Production Area, and (z) evidence of payment of the processing fee required by Section 16.1(a).

Except as provided in Section 5.3(a), if no notice designating a Proposed Production Area in compliance with the requirements of this Section 5.1(a) and Section 5.1(b) is delivered to the Minister on or before the expiration of the Exploration Period of the Exploration License, then such Exploration License shall automatically terminate without requirement of action by the Minister or the Government. For the avoidance of doubt, the termination of any single Exploration License shall not affect the Company's right to carry on Exploration and Operations in connection with the remaining Exploration Areas or Production Areas, as the case may be, that are not covered by the Exploration License so terminated. If all of the Exploration Licenses have been terminated pursuant to this Section 5.1, then this Agreement shall automatically terminate without requirement of action by the Minister or the Government.

- (b) Each Proposed Production Area (i) shall consist of such part of the Exploration Area as in the light of International Mining Standards is reasonable, taking into account the extent and nature of the Iron Ore or other Mineral constituting Mineral Resources, for the mining and recovery of such Mineral Resources, including the Retained Production Areas, and (ii) shall form a compact block as much as possible, with the borders aligned to the true north-south and east-west. A Proposed Production Area may not include Land (i) located within the boundaries of any cities, commonwealth districts, municipal districts, cemeteries, transportation or communication facilities, aqueducts, military base, port, Poro or Sande grounds, and other grounds reserved for public purposes, except with the consent of the officials authorized to administer or control the affairs of

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such entities, and subject to such special terms and reasonable conditions as may be prescribed for the protection of surface users; (ii) the use of which for Mining operations would violate Section 10.1 of the Mining Law; or (iii) as otherwise reasonably agreed by the parties. A Proposed Production Area may not include surface areas other than the surface above the Iron Ore constituting Indicated and Inferred Mineral Resources and any additional Land reasonably required for the extraction from the earth of such resources. If other land is required to facilitate the processing of extracted Iron Ore, the disposition of waste materials or other activities not constituting actual extraction, the Company may acquire that land as provided in Section 7.3.

- (c) The Company shall submit to the Government, within 60 days following the notice given under Section 5.1(a), detailed maps for each Proposed Production Area covered by such notice, based on actual surveys using the most current technology, that, with respect to a Proposed Production Area, set forth the boundaries and coordinates of the area containing the deposits from which Iron Ore is expected to be Mined. The maps shall be of such scale and contain such detail, including geographical and topographical information, (x) as may reasonably be necessary to identify accurately the boundaries of the Iron Ore constituting Indicated and Inferred Mineral Resources within such Proposed Production Area and (y) as may otherwise reasonably be required by the Liberian Geological Survey for the mapping of such Proposed Production Area.
- (d) If the Company wishes to carry out additional Exploration within a Proposed Production Area it may do so, provided that the work is covered by an exploration work program that has been approved under the terms of the Exploration Regulations. No budget or annual expenditure requirements apply to such work, but all other provisions of the Exploration Regulations as to the manner of carrying out such work and as to reporting the results of such work remain applicable.

5.2 The Feasibility Report

- (a) Unless the Company has complied with Sections 5.4(a) and (b) (implementing the "marginal deposit" provisions of Section 5.3(l) of the Mining Law), the Company shall within 18 months of the date of designation of an area as a Proposed Production Area, file with the Minister, the following:
 - (i) a plan for the design, production and operation of efficient and economic Mining, processing, rail transport, port loading, shipping and marketing of Products from such Proposed Production Area prepared by an internationally recognized mine engineering consulting firm not affiliated with the Company or any of its principal direct or indirect shareholders (the "Feasibility Consultant") substantially complying with Sections 5.6 through 5.8 (such plan, together with any and all amendments thereto, the "Feasibility Report"), and

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- (ii) an application for a Class A mining license, or an amendment to an application for a Class A mining license or an amendment to a Mining License, as the case may be, to permit the mining of such deposits in the form required by the Mining Law and such Regulations as are then in effect; and
- (iii) a certificate of the chief executive officer of the Company dated the date of submission to the effect that (x) the Company has complied through the date of such certificate in all material respects with its obligations under this Agreement (except as to such defaults in the performance by the Company of any of such obligations that have been cured to the reasonable satisfaction of, or waived by, the Minister), and (y) the Company is prepared to develop the Mine, Mining Plant and Infrastructure in the manner set forth in the Feasibility Report (other than as may reasonably be required to respond to facts and circumstances not known to the Company at the time the Feasibility Report was filed), and setting forth the manner in which the Company proposes to finance the construction and acquisition of the Mine, the Mining Plant, the Infrastructure and the related equipment (including the proposed proximate and ultimate sources of such funds).

Except as otherwise provided in Section 5.3(a), the Company's rights in any Proposed Production Area timely designated under and in compliance with the requirements of Section 5.1(a) and (b) expire if the Company does not timely file the maps required by Section 5.1(c) or does not timely file the Feasibility Report and related materials as provided in this Section 5.2(a) and in Section 5.2(b).

- (b) The Feasibility Report required by Section 5.2(a) shall be accompanied by evidence of the payment by the Company of the processing fee required by Section 16.1(b).
- (c) If the Company proposes to produce Products from two or more separate sites using similar extraction techniques and shared processing or beneficiation facilities, a single Feasibility Report shall be required and a single Mining License shall be issued covering all such sites, subject to the approval of the Minister of Finance for the treatment of such operations and facilities as a single "mining project" under the Revenue Code. If the Company proposes to use materially different extraction techniques or substantially independent processing or beneficiation facilities for separate mining sites, separate Mining Licenses and Feasibility Reports shall be required for each site. Notwithstanding the foregoing, nothing in this section 5.2 (c) shall require the approval of the Minister of Finance for the treatment of any operations and facilities as a single "mining project" where such operations and facilities are treated as a single "mining project" pursuant to Section 5.2(d).
- (d) Provided that the Company is using "shared infrastructure facilities" for their operations, all operations covered and facilities shared by one or more Mining Licenses granted in respect of the MDA shall be treated as

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a single "mining project" for the purposes of the Revenue Code. As used herein, the Company shall be deemed to be using "shared infrastructure facilities" for operations covered by more than one Mining License if such operations under the applicable Mining Licenses share the use of significant components of the Infrastructure, including shared use of rail, port, or processing plant Infrastructure.

- (e) If multiple Mining Licenses are required by Section 5.2(c), and the Company is not using shared infrastructure facilities for their operations, the Ministry will notify the Ministry of Finance of the applications of the Company, and the Minister of Finance is entitled to impose such conditions upon such Mining Licenses as the Minister of Finance reasonably deems necessary to comply with Revenue Code requirements of separating the costs and expenses of separate "mining projects". The Minister of Finance reserves the right to require that a separate company be formed to hold each Mining License and related assets if it determines that to be the most appropriate means of separating the costs and expenses of separate "mining projects".

5.3 Extension Of The Due Dates For Filing Notices And Feasibility Report

- (a) The Company may extend for a period of six months either but not both of
 - (i) the time for designating Proposed Production Areas in compliance with Sections 5.1(a) and (b) or
 - (ii) the time for filing the Feasibility Report and the related materials required by Sections 5.2(a) and (b)

by payment, at least 30 days prior to the expiration of the time period otherwise applicable, of the extension fee provided for in Section 16.1(c) or (d), respectively, provided that the Company may not utilize for any Proposed Production Area both the postponement provided for in clause (ii) of this Section 5.3(a) and the postponement provided for in Section 5.4.

- (b) If, as contemplated by Section 5.1(a), the Company has timely designated more than one Proposed Production Area within a single Exploration Area, but believes that development of one or more of such areas should be postponed as provided in Section 5.4, it may file a Feasibility Report with respect to the areas initially to be developed and postpone the filing of a Feasibility Report for the other areas by complying as to those areas with the provisions of Section 5.4.

5.4 Postponement of Feasibility Report.

- (a) If the Company believes that the "marginal deposit" provisions of Section 5.3(1) of the Mining Law are applicable to the Iron Ore resources contained in a Proposed Production Area, and has not theretofore obtained an extension under clause (ii) of Section 5.3(a), it may apply to the

Minister in accordance with Section 5.3(1) of the Mining Law within 12 months of the date of designation of such Proposed Production Area under Section 5.1(a) for postponement of the obligation to deliver a Feasibility Report and related materials under Sections 5.2(a) and (b) for up to two years. The application shall be accompanied by

- (i) a certificate of a Competent Person to the effect that in his or her reasonable judgment sufficient information is available about the Mineral Resource involved to conclude that it is not exploitable under current technical and economic conditions, and the production from such deposit cannot reasonably be expected to be sold on commercially viable terms for a period of at least two years (plus a reasonable period for Mine and Mining Plant construction) from the date on which the Feasibility Report is otherwise required to be filed under Section 5.2(a), and
 - (ii) a certificate of the chief executive officer of the Company to the effect that the Company has given the Competent Person referred to in clause (i) of this Section 5.4(a) all information available to the Company relating to a determination as to the scope and other characteristics of the Mineral Resources included in the such Proposed Production Area.
- (b) The Minister shall approve the application unless the Company is at the time in default in the performance of its obligations under this Agreement in a material respect. Any such delay period, if approved, will operate to extend the due date of the Feasibility Report to be filed under Section 5.2(a) for a period of two years from the date originally due under Section 5.2(a) or such lesser period of time as is requested by the Company.
- (c) Not more than 180 and not less than 90 days prior to the end of the initial delay period, the Company may apply for a second delay period of up to two years upon complying in full with the requirements of Section 5.4(a) as though they were applicable by their terms to a second delay period.
- (d) In order to retain its rights in a Proposed Production Area following an approval by the Minister of a delay period, the Company:
- (i) shall pay (in addition to the surface rent payable with respect to such Proposed Production Area as provided in the Revenue Code) an annual postponement fee for each year of the delay, as determined in Section 16.1(d), and
 - (ii) shall file the Feasibility Report, and related materials required by Sections 5.2(a) and (b) applicable to such Proposed Production Area prior to the end of the delay period (or the second delay period, if applicable).
- (e) If a payment due under Section 5.4(d)(i) is not made when due, or if a Feasibility Report, and related materials complying with Sections 5.2(a) and (b) and applicable to such Proposed Production Area are not filed

when due pursuant to Section 5.4(d)(ii), and such default is not cured within the applicable cure period provided in Section 25.2, all rights of the Company to such Proposed Production Area shall terminate.

- (f) If the Company elects to develop one or more of the areas as to which development has been postponed as provided in this Section 5.4, it shall timely file a new Feasibility Report encompassing its entire operation and otherwise complying with the requirements of this Agreement governing the filing and approval of Feasibility Reports. This requirement is to ensure that the financial and technical capacity of the Company and the environmental, social and other impacts of the proposed enlarged operation are considered in their entirety and not on a piecemeal basis. The new Feasibility Report shall reflect the actual state of facts as of its date with respect to the development contemplated by the original Feasibility Report, and may not merely incorporate the relevant provisions of the initial Feasibility Report. If the new Feasibility Report is filed before the original Feasibility Report is approved, it shall be deemed to replace the original Feasibility Report. If it is filed at a later date, it shall be deemed an amendment of the original Feasibility Report.

5.5 Mining License.

The Minister will grant the Company a Class A mining license for the Mining of the Iron Ore proposed to be extracted from each Proposed Production Area subject to the satisfaction of the following requirements:

- (a) The Company timely complied with the requirements of Sections 5.1(a) through (c).
- (b) The Company has not been notified by the Government that it is in default in any material respect in the performance of its obligations under this Agreement or under the Exploration Regulations except as to such defaults as have been cured to the reasonable satisfaction of, or waived by, the Government.
- (c) The Company has timely submitted a Feasibility Report, in accordance with Sections 5.2(a) and (b) that complies with the requirements of Sections 5.6 through 5.8, and the Feasibility Report has been approved by the Minister pursuant to Section 5.9.
- (d) The Company and the Government have entered into an Environmental Restoration Obligations Funding Agreement or the Company has furnished the Environmental Restoration Obligations Guarantee.
- (e) The Company has furnished the Mining Guarantee.

If the Company elected to postpone in accordance with Section 5.4 the submission of a Feasibility Report, for one or more but less than all of such Proposed Production Areas as contemplated by Section 5.3(b), on approval of the amended Feasibility Report as contemplated by Section 5.4(f), the Minister shall amend the Mining License issued in connection with the original Feasibility Report (if

previously issued) if the foregoing clauses (b) through (d) have been complied with as applicable to the expanded project contemplated by the amended Feasibility Report.

Any Mining License issued pursuant to this Agreement shall recite that it is issued subject to the terms and conditions contained in such Mining License and this Agreement, and that it is not assignable or transferable in any way other than as permitted by the terms of this Agreement.

Any failure by the Government to give notice in accordance with Section 5.5(b) shall not affect the Government's rights and remedies under this Agreement to the extent the Company was in default in a material respect in the performance of its obligations or the discharge of its liabilities under this Agreement or under the Exploration Regulations which have not been cured to the reasonable satisfaction of, or waived by, the Government.

5.6 Components of the Feasibility Report.

(a) The Feasibility Report for a Proposed Production Area shall comply with applicable Law and International Mining Standards, shall include the basic technical and financial components described in this Section 5.6(a) and shall also include the additional components set forth in Sections 5.6(b) through (g):

(i) a description of the Iron Ore to be Mined, the Mining and processing methods proposed to be used, and the quality of the Product(s) to be marketed;

(ii) a statement of the expected Production rates for the Iron Ore to be Mined over the term of the Mining License and for the output of the expected Product(s);

(iii) a report of a Competent Person setting forth his or her conclusion as to the amount of Iron Ore constituting the Proven Mineral Reserves and Probable Mineral Reserves in the Proposed Production Area, and the basis for such conclusion, and at the election of the Company, in the form required by the selected CRIRSCO Code for the public reporting of Mineral Resources;

(iv) a development plan setting forth the basic design and operating specifications for each proposed Mine and related Mining Plant, Infrastructure and equipment (the "Development Plan"), which shall, among other things,

(1) implement the requirements of Sections 6.6, 6.7 and 19.3;

(2) include maps at the scale required by the Ministry setting forth the proposed location of each proposed Mine and related Mining Plant and Infrastructure, and any other activities or improvements described in Section 6.7(e) or 11.6 of the Mining Law and, in the case of each activity

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referred to in Section 6.7(e) or Section 11.6(c), (e) or (f) of the Mining Law, setting forth the capacity expected to be available for public utilization, provided that activities described in Section 11.6(a) or 11.6(b) of the Mining Law shall be limited to those reasonably necessary for the implementation of the Development Plan;

- (3) include a capital development plan (in reasonable detail);
 - (4) include the capacity demonstration measures required by clause (ix) of this Section 5.6(a);
 - (5) include a construction (or acquisition), completion and commencement of operations schedule for each proposed Mine and all related Mining Plant, Infrastructure and equipment proposed in the Development Plan
 - (6) include a timetable for development as follows: Bomi - completion of construction and acquisition no later than September 30, 2016 and commencement of production no later than October 30, 2016; Mano - completion of construction and acquisition no later than September 30, 2018 and commencement of production no later than October 30, 2018; and Bea - completion of construction and acquisition no later than September 30, 2021 and commencement of production no later than October 30, 2021;
 - (7) include final engineering studies and financial analysis regarding the route selection, design, investment requirements and other relevant factors to permit the expansion of the Railroad and the Port as described in Section 6.7 (for the purposes hereof, "final" means AACE Class 2 estimates or equivalent, specifically $\pm 10\%$ accuracy, 30-35% of engineering completed, 10-15% contingency); and
 - (8) include a construction, completion, and commencement of operations schedule for the power generation alternative selected by the parties pursuant to Section 4.6 (the "Power Plant");
- (v) a plan for Operations (an "Operations Plan") that sets forth the Company's plan for operating each proposed Mine and related Mining Plant, Infrastructure and equipment, including expected staffing requirements and implements the requirements of Sections 6.6 and 6.7,
- (vi) a plan for marketing and selling the Products (including projected principal customers and projected means of transporting Product(s) from Liberia to such customers) for the Mining Term.

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- (vi) a project linkages plan as described in Section 5.6(c);
 - (viii) a financing plan, setting forth the manner in which the Company proposes to fund the Development Plan and the methods the Company proposes to use to fund the EMP, the SIA and the SAP; and
 - (ix) a program for capacity verification and testing to demonstrate that the principal components of each proposed Mine and related Mining Plant, Infrastructure and equipment have substantially the operating capacities set forth in the Development Plan, which shall demonstrate that the completed facilities have the capacity to perform as specified in the Feasibility Report.
 - (x) If the Mine, Mining Plant and Infrastructure are designed so that any portion of the facilities for transporting ore to the port or the facilities at the port will be used for less than the entire output of the Mine, then the Feasibility Report shall include provision for comparable testing of such portions of such facilities based on their intended capacities. Thus, if the Feasibility Report and the Development Plan provide for a two-stage development, with transport and port facilities initially being sized for one Mine and are later to be expanded to provide for a second (or expanded) Mine, the capacity demonstration tests for the transport and port facilities shall be conducted once at the lower capacity levels and, upon completion of any expansion, at the higher capacity levels.
- (b) The Feasibility Report shall include an Environmental Impact Assessment Study Report ("EIA") and an Environmental Management Plan ("EMP") complying with Section 5.7 and applicable Law, prepared by an internationally recognized independent environmental consultant not affiliated with the Company or any of its principle direct or indirect shareholders, as filed by the Company with and approved by the EPA.
 - (c) The Feasibility Report shall include a Social Impact Assessment ("SIA") and Social Action Plan ("SAP") complying with Section 5.8 and applicable Law.
 - (d) The Feasibility Report shall include (i) final engineering studies and financial analysis regarding the route selection, design, investment requirements and other relevant factors to permit the expansion of the Railroad and the Port as described in Section 6.7; and (ii) a mineral value added study that assesses possible further value addition within Liberia to Iron Ore Mined by the Company, including pelletization of such Iron Ore and identifies the critical conditions for realization of such downstream investments.
 - (e) The Feasibility Report shall include a project linkages plan that (i) identifies the potentials for local suppliers, contractors and service providers to service the project, (ii) identifies key interventions to grow the minerals input industrial sector, and (iii) sets out a project local purchase

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plan with clear milestones identified in terms of an increasing percentage of local purchases of goods and services, and providing for bidding preferences for local suppliers, contractors and service providers (provided that such Persons offer quality, terms, delivery, service, quantity and price at least comparable to those obtainable from other sources);

- (f) The Feasibility Report shall include a skills and technology development plan that contains an annual projection of the Company's commitments to the development of local human resources and planned expenditure on research and development within Liberia and the region indicating how the Company proposes to discharge its obligations under Section 11, including detailed plans and programs for the recruitment and training of citizens of Liberia, including timetables and schedules, in connection with the construction and operation of the proposed Mines, Mining Plant and Infrastructure.
- (g) The Feasibility Report shall include a confirmation from the Feasibility Consultant substantially to the effect that:
 - (i) the Company has the design, procurement and construction management capacity necessary to implement the proposed Development Plan, or has identified contractors with which it will contract for the design, procurement and production of each proposed Mine and related Mining Plant, Infrastructure and equipment that have the capacity to carry out such activities;
 - (ii) the Company has the management capacity to operate each proposed Mine and related Mining Plant, Infrastructure and equipment in accordance with the proposed Operations Plan;
 - (iii) each proposed Mine and related Mining Plant, as designed, will if constructed in accordance with the designs and maintained in accordance with good maintenance practices, support the planned operating levels of such Mine as set out in the Feasibility Report;
 - (iv) the Railroad, Port and Power Plant, as designed, will, if constructed in accordance with the designs and maintained in accordance with good operating practices, (A) support the transport and loadout of the projected production capacity of each proposed Mine for the term of this Agreement assuming each such proposed Mine and its related Mining Plant are operating at the design levels specified in the proposed Development Plan; (B) will have at least the excess capacity required by the terms of this Agreement and (C) will have such additional useful life following the termination of this Agreement as set forth in the proposed Development Plan;
 - (v) the geotechnical survey work done in connection with locating all proposed Mining Plant and Infrastructure is sufficient to support the conclusion that the sites of such proposed Mining Plant and Infrastructure are suitable for the construction and operation of those facilities;

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- (vi) the EIA done in connection with the proposed siting of, and the subsequent operations of, each proposed Mine and related Mining Plant, Infrastructure and equipment was conducted in a manner consistent with the World Bank "Environmental Health and Safety Guidelines for Mining" and otherwise complies with the requirements of Section 5.7;
- (vii) the design of each proposed Mine and related Mining Plant, Infrastructure and equipment is in accordance with contemporary best practice for the design of mines and related facilities of similar size and type and is appropriate for the climate and geography of Liberia, and the Company has under license from the Government or has otherwise acquired rights to sufficient Land (x) to accommodate in an environmentally sound manner in accordance with International Mining Standards and applicable Law all Mining Plant and Infrastructure expected to be necessary for the Mining and all proposed processing of Iron Ore in accordance with the proposed Development Plan, (y) reasonably to insulate surrounding areas in accordance with International Mining Standards from possible adverse impacts of Operations, and (z) to provide for all activities proposed to be undertaken as part of its ongoing environmental protection plan;
- (viii) the completion verification procedures set forth in Section 6.1 and the capacity demonstration procedures set forth in the proposed Development Plan are sufficient reasonably to demonstrate that each proposed Mine and all related Mining Plant and Infrastructure have been completed in accordance with the proposed Development Plan and can reasonably be expected to have the operating capacity specified in the proposed Development Plan;
- (ix) the EMP, if implemented as proposed, will limit the likely amount of environmental damage to limits established in the World Bank "Environmental Health and Safety Guidelines for Mining", the Company's mine closing plan meets the standards established by World Bank "Environmental Health and Safety Guidelines for Mining" and the estimated cost for such plan (valued in current dollars) is reasonable, and such plan otherwise complies with the requirements of Section 5.7; and
- (x) the mineral value added study referred to in Section 5.6(d) fairly assesses the costs of possible adding further value in Liberia to the output of each proposed Mine and identifies and reasonably quantifies the critical conditions for the realization of such downstream investments.

If the Company's Feasibility Consultant is unwilling to provide a confirmation with respect to any matter set forth in any of the foregoing clauses of this Section 5.6(g), the Company shall arrange for such confirmation to be provided by a separate internationally recognized

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mining engineering or other firm with appropriate expertise not affiliated with the Company or any of its principal direct or indirect shareholders.

- (h) Any amendment to a Feasibility Report shall be permitted only if it results in such Feasibility Report, as so amended, complying with the requirements of Sections 5.6 through 5.8.

5.7 The Environmental Impact Assessment Study Report and the Environmental Management Plan.

- (a) The EIA and the EMP shall comply with applicable requirements imposed by the EPA and with this Section 5.7. The EIA shall at a minimum identify pre-existing environmental conditions and set forth the potential adverse impact of the construction and operation of the Mining Plant and the Infrastructure proposed in the Feasibility Report shall take into account all activities or improvements to be undertaken by the Company and referred to in Section 6.7(d), 6.7(e) or 11.6 of the Mining Law, and shall otherwise comply with applicable Law. The EMP shall at a minimum set forth detailed plans consistent with the EIA for the mitigation of environmental harm attributable to, and the restoration or remediation of the environment to the extent affected by, the implementation of the Development Plan and subsequent Operations, including the actions to be taken by the Company to comply with Sections 8.1 through 8.3 of the Mining Law, International Mining Standards and other applicable Law, and shall in any event comply with applicable EPA requirements and Section 5.7(b).
- (b) The EMP must include a closure management plan and a closure management budget designed to ensure that upon closure (i) each proposed Mining Plant and Infrastructure shall not present any health or safety issues (including provision for the control of acid drainage and other long-term environmental hazards) and (ii) each Proposed Production Area and the surroundings of any Mining Plant or Infrastructure not located in such Proposed Production Area shall be restored to productive use or reforested or where restoration is impractical, suitably remediated. The closure management plan must include a list and assessment of risk and any uncertainties associated with the preferred closure option, address the social aspects of closure and rehabilitation, and provide a process for participation by the community and other stakeholders in closure management and monitoring. The closure management budget shall provide a realistic initial estimate of the expected closure cost, broken down by principal activities. Notwithstanding any other provision of this Agreement or applicable law, the Government acknowledges that the Bomi and Mano River Deposits have been mined in the past by third parties, and that nothing in this Agreement shall impose on Company, its Shareholders or any of their affiliates or subcontractors any such closure or other responsibilities or obligations with regard to or emanating from work performed in such sites by third parties.
- (c) The EMP must also set forth the means by which the Company proposes to ensure the availability of funds to finance its environmental restoration

and remediation obligations under Sections 8.2 and 8.3 of the Mining Law (the "Environmental Restoration Obligations") so that the cost of closure will be borne by the Company and not the public or the Government. The Company shall, at its election, (i) agree in writing with the Government to a "pay-as-you-go" funding scheme (such agreement, an "Environmental Restoration Obligations Funding Agreement") or (ii) provide financial support (an "Environmental Restoration Obligations Guarantee") for such obligations in the form of a letter of credit in form and content reasonably acceptable to the Minister of Finance and the Minister issued on behalf of the Company from a third party financial institution with a long-term credit rating of at least A (or its equivalent) from at least two internationally recognized credit-rating agencies and providing for redetermination of estimated closure costs at least once every three years and corresponding adjustments in the amount of the letter of credit in amount reasonably acceptable to the Minister of Finance and the Minister. In the case of third party credit support, if the party supplying the letter of credit no longer has a long-term credit rating of at least A (or its equivalent) from at least two internationally recognized credit-rating agencies, the letter of credit must provide that if the Company does not within 90 days thereafter secure a substitute letter of credit from another third party financial institution satisfying the requirements of this section, the letter of credit may be called upon for the maximum amount then available thereunder, subject to the requirement that such amount be deposited in a trust account from which it may be withdrawn only for the purposes of financing the Company's environmental restoration and remediation obligations. Nothing in this section shall be deemed to limit the Company's obligations or liability for environmental restoration and remediation under applicable Law.

- (d) The Company shall have held public hearings on the EIA and the EMP at least in Monrovia, in the county seat of each county in which a Proposed Production Area is located and in the county seat of each county in which the Railroad, Port, Power Plant or any road described in Section 6.6 is located or to be located, and shall have included as part of the Feasibility Report a statement of the means taken to publicize the hearings, an indication of the numbers of persons who attended such hearings and their affiliates, a summary of the issues raised at such hearings, and a discussion of the actions taken by the Company in response to such hearings. The Ministry may set forth by regulation additional standards consistent with accepted practice in OECD countries for the location of, notification of and conduct of such hearings.

5.8 Social Impact Assessment and Social Action Plan

- (a) The SIA shall set forth the potential adverse impact of the construction and operation of each proposed Mine, and the related Mining Plant and Infrastructure on the individuals and communities resident in and around (i) each Proposed Production Area and any Mining Plant or Infrastructure not located within a Proposed Production Area, or (ii) areas affected by the proposed processing or transport of Product whether using Company-

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provided Infrastructure or equipment or facilities or equipment provided by the Government or third parties.

- (b) The SAP shall set forth reasonable measures, in light of the costs involved, for the mitigation of the adverse impact referred to in Section 5.8(a) above, as well as making provision for the continuing economic and social viability of centers of population that have formed and which may form as a result of Operations during the term of this Agreement. The SAP shall include a Resettlement Action Plan ("RAP") component if communes located in or adjacent to each Proposed Production Area or to Mining Plant or Infrastructure not located in the Proposed Production Area should under International Mining Standards be resettled for health or safety reasons. The RAP shall provide for (but not be limited to) suitable area(s) of resettlement to be undertaken at Company expense with key emphasis on shelter and livelihood continuity.
- (c) The Company shall have held public hearings on the SIA and the SAP at least in Monrovia, in the county seat of each county in which a Proposed Production Area is located and in the county seat of each county in which the Railroad, Port, Power Plant or any road described in Section 6.6 is located or to be located, and shall include as part of the Feasibility Report a statement of the means taken to publicize the hearings, an indication of the numbers of persons who attended such hearings and, to the extent known to the Company, the names of the organizations such persons represent, a summary of the issues raised at such hearings, and a discussion of the actions taken by the Company in response to such hearings. The Ministry may set forth by regulation additional standards consistent with accepted practice in OECD countries for the location of, notification of and conduct of such hearings, and may establish generally applicable requirements for third party review of the SIA and the SAP comparable to the technical review of the Development Plan and Operations Plan undertaken by the Feasibility Consultant.

5.9 Approval of the Feasibility Report and Grant of Mining License.

- (a) The Minister may, within 90 days of receipt of the Feasibility Report (the "Review Period"), (i) appoint independent consultants and/or bankers, at the Government's own cost, to assist in its review of the Feasibility Report, (ii) reasonably request additional information with respect to any aspect of the Feasibility necessary to satisfy applicable requirements of this Agreement and upon the provision of such additional information by the Company, the Review Period shall recommence unless otherwise agreed with the Minister, and (iii) recommend reasonable changes in any component of the Development Plan to the extent the Minister deems the changes necessary to satisfy applicable Law on the requirements of this Agreement. In the absence of notice from the Minister that the Feasibility Report is incomplete, the Feasibility Report shall be deemed to be complete as to form and content at the end of the Review Period.
- (b) Unless the Government has notified the Company that (i) the design or Operation of each proposed Mine and related Mining Plant, Infrastructure

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and equipment in accordance with the Development Plan would violate any provision of applicable Law; or (ii) the Company is in default in any material respect in the performance of its obligations or the discharge of its liabilities under this Agreement or under the Exploration Regulations (as modified by this Agreement) which have not been cured to the reasonable satisfaction of, or waived by, the Government, and provided that immediately following the issue of a Class A mining license pursuant to Section 5.9(g) the Company shall comply with Section 20.4, the Minister shall approve the Feasibility Report, or the Feasibility Report as amended, as the case may be, if:

- (i) the Feasibility Report and its specific components comply with the provisions of the Mining Law and the terms of this Agreement;
- (ii) the EPA has approved the EMP and the EIA as complying with the requirements of this Agreement, International Mining Standards and applicable Law, and
- (iii) each of the EMP, the EIA, the SIA, the SAP, the Project Linkages Plan and the Skills and Technology Development Plan have been generally made available to the public for at least 60 days prior to the date of approval of the Feasibility Report, including by way of (A) posting thereof on-line on a Government provided website, (B) making available copies thereof for examination at the relevant ministries during normal business hours, (C) publishing notice of such posting and availability in one or more newspapers of wide circulation in Monrovia and (D) publishing a summary thereof in one or more of such newspapers provided that to the extent the Government does not effect (A) or (B) above within 45 days of being provided the relevant documents by the Company for such purpose, the Company shall not be required to have complied with those provisions.
- (iv) the capital expenditure plan shows that the Company's debt/equity ratio taking into account initial working capital at the commencement of regular commercial operations shall not exceed 3:1,
- (v) the Company has provided an opinion of an internationally recognized investment banking firm to the effect that it has reviewed the Company's plan to finance the construction, equipping, start-up and entry into commercial production of each proposed Mine and all related Mining Plant and Infrastructure, and that, in its professional judgment, it is reasonable to conclude that the Company has available to it the financial resources necessary to carry out all such activities in keeping with the schedule and other terms of the Feasibility Report, the Feasibility Report as amended, as the case may be, and this Agreement (such report to specify the bases for its conclusion), provided that to the extent the conclusion of such investment banking firm is based on funding to be provided by or through the Company's shareholders or their related Persons,

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such shareholders or related Persons shall have agreed with the Government to be jointly and severally liable to provide funding to the Company, and

- (vi) Section 6.8 of this Agreement has been amended to reflect all modifications thereof reasonably requested by the Government so that the reporting obligations set forth therein are appropriately tailored to the specific type of Mine(s) covered by the Development Plan .
- (c) Any failure by the Government to give notice to the Company in accordance with Section 5.9(b) shall not affect the Government's rights and remedies under this Agreement to the extent the Company was in default in a material respect in the performance of its obligations or the discharge of its liabilities under this Agreement or under the Exploration Regulations (as modified by this Agreement), which have not been cured to the reasonable satisfaction of, or waived by, the Government.
- (d) The Minister shall be deemed to have approved the Feasibility Report unless the Minister has notified the Company in writing of the reasons for disapproval not later than 60 days after the end of the Review Period. Following any such disapproval and the resubmission by the Company of an amended, modified or supplemented application for a Class A mining license or Feasibility Report, the Minister shall be deemed to have approved the Feasibility Report unless within 60 days of such amendment, modification or supplement the Minister has notified the Company in writing of the reasons for disapproval.
- (e) In the event the Minister has given the Company timely notice of its disapproval of the Feasibility Report (a "Disapproval Notice," and such disapproved Feasibility Report, a "Disapproved Feasibility Report"), the Company and the Ministry shall discuss in good faith (i) what, if any, amendments, modifications or supplements to the Disapproved Feasibility Report would make the Feasibility Report acceptable to the Ministry and (ii) what would constitute a reasonable period of time for the Company to submit to the Ministry for approval a Feasibility Report as so amended, modified or supplemented. In the event that the parties fail to reach agreement with respect to the matters described in the foregoing sentence within 180 days of the date of the Disapproval Notice the parties shall jointly appoint an expert who is a mining industry professional with substantial working experience in the conduct of feasibility or related studies who shall determine: (i) what, if any, amendments, modifications or supplements to the Disapproved Feasibility Report should be made such that the amended Feasibility Report should be approved pursuant to this Agreement; and (ii) what would constitute a reasonable period of time for the Company to submit to the Ministry for approval a Feasibility Report as so amended, modified or supplemented.
- (f) If the Company fails to submit to the Ministry for approval an amended, modified or supplemented Feasibility Report within the time period (i) agreed by the parties, and has failed to cure such default within the

applicable cure period provided in Section 25.2, or (ii) determined by the expert in accordance with Section 5.9(e) (to the extent the expert determines that such amendment, modification or supplement to the Disapproved Feasibility Report is required), all rights of the Company to the Proposed Production Areas covered by the Disapproved Feasibility Report may be terminated by the Government upon prior written notice to the Company and all right, title and interest in the Disapproved Feasibility Report shall automatically vest in the Government subject to the Company continuing to be able to use such information in connection with other projects in Liberia. The provisions of Section 5.9(e) or (f) do not impose any obligation upon the Minister to approve any amended, modified or supplemented Feasibility Report, it being understood that all requirements of this Section 5.9 shall apply thereto.

- (g) No later than five Business Days following the latest to occur of the conditions set forth in Section 5.5(a) through (e), the Minister shall grant the Company a Mining License covering each Proposed Production Area covered by the approved Feasibility Report. In the case of the approval of a Feasibility Report filed as contemplated by Section 5.4(f) that proposes to add additional Proposed Production Areas to Production Areas for which a Mining License has already been issued, the Minister shall amend the Mining License to include the additional Proposed Production Areas. Each Production Area so covered by a Mining License is an "approved Production Area" for the purposes of this Agreement. Unless expressly otherwise provided in this Agreement, if there is a conflict between the terms of any Regulations and the terms of this Agreement, the terms of this Agreement shall prevail.

5.10 Term of Mining Licenses.

- (a) The term of any Mining License granted to the Company under this Agreement shall commence on the date such license is issued and shall end on the earlier of (i) the date the Mining License is relinquished pursuant to Section 5.10(c) or (ii) the date the Mining License is terminated pursuant to Section 25 (the "Mining Term"). The Company is entitled to renew any Mining License for consecutive additional terms not to exceed 25 years each if the Company has complied with all of its payment obligations under this Agreement and under the Revenue Code, and the Government has not notified the Company that it is in default in any material respect with its other obligations under this Agreement or the Mining Law, other than any defaults which have been waived by, or cured to the reasonable satisfaction of, the Government, if:
- (i) the Company demonstrates that there continues to exist in one or more approved Production Areas Proven Mineral Reserves of Iron Ore in sufficient quantities to support continued mining for at least 80% of the renewal term requested by the Company (assuming no interruptions to production),
 - (ii) if the continued operations will involve significant additional investment or significant changes in production processes (*i.e.* a

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fundamental change in the technology or operation of any major component of its Operations) the Company has delivered an updated Feasibility Report setting forth the Company's development and operations plans for the extended term and which otherwise complies with the requirements of Section 5.6 through Section 5.8, and

- (iii) the Company satisfies such other conditions as are required by applicable Law.

The Company may apply for renewal of a Mining License not more than three years and not less than one year prior to the date of expiration of the current Mining License.

- (b) Any failure by the Government to give notice to the Company in accordance with Section 5.10(a) shall not affect the Government's rights and remedies under this Agreement to the extent the Company was in default in a material respect in the performance of its obligations or the discharge of its liabilities under this Agreement or under the Mining Law (as modified by this Agreement), which have not been cured to the reasonable satisfaction of, or waived by, the Government.
- (c) At any time following the issuance of the Mining License, the Company may file a request with the Government to relinquish the Mining License as of a date specified therein. Such request shall be filed at least 180 days prior to the desired relinquishment date and shall include the Company's confirmation of its obligation to, and willingness to carry out, the approved closure management plan applicable to the Operations carried out under the Mining License and payment of the processing fee described in Section 16.1(f). The Government shall approve such request if
 - (i) on or prior to the date of such notice and on or prior to the date of the issuance of the Government's response to such request, the Government shall not have notified the Company that the Company is in default in any material respect in the performance of its obligations or the discharge of its liabilities under this Agreement, which defaults have not been cured to the reasonable satisfaction of, or waived by, the Government, and
 - (ii) the Minister, the Minister of Finance and the head of the EPA have reasonably determined that the arrangements made by the Company for funding the performance of its approved closure management plan are sufficient to secure such performance,
 - (iii) the Exploration Guarantee (if applicable) has not been revoked and the Exploration Guarantor satisfies the Exploration Guarantor Net Worth Requirements,
 - (iv) the Environmental Restoration Obligations Guarantee (if applicable) has not been revoked and the guarantor thereunder remains an Acceptable Third Party Financial Institution, and

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- (v) the Mining Guarantec has not been revoked and the Mining Guarantor satisfies the Mining Guarantor Net Worth Requirements.

The Government shall notify the Company of its decision no later than 120 days following the date of filing of such request. If the Government grants such request, the Mining License shall be relinquished as of the date requested by the Company, provided, that, on such date, there is no payment default and no other material default unwaived by the Government in the performance by the Company of its obligations under this Agreement. Upon relinquishment of the Mining License this Agreement shall terminate and all provisions hereof relating to termination, including Section 26, shall apply.

- (d) Notwithstanding the relinquishment of a Mining License pursuant to Section 5.10(c), the Company shall remain liable to the Government for all obligations and liabilities that accrued prior to the date set as the effective date of relinquishment and have not been waived by the Government. Upon relinquishment of a Mining License, all right, title and interest in the Feasibility Reports or portions thereof covered by such Mining License shall automatically vest in the Government subject to the Company continuing to be able to use such information in connection with other projects in Liberia.

5.11 Additional Capital Investment or Material Changes in Operations.

If the Company proposes additional investment relating to changes in Mine operating technology or procedures, which investment (i) exceeds 20% of the investment amount provided for in the initial Feasibility Report or (ii) which investment constitutes a fundamental change in the technology or operation of any major component of its Operations or a substantial expansion of the output of the Mine, it may not make such investment until it has delivered and the Minister has approved in the manner provided in Section 5.9 an updated Feasibility Report setting forth the Company's development and operations plans and otherwise complying with the requirements of Section 5.6 through Section 5.8. If the Company proposes to make substantial changes in its methods of Operations that would materially affect employment or could materially affect the environment or the social structures of the communities in the area affected by such changes, it may not do so until it has updated its EIA, EMP, SIA and SMP, and the plans referred to in Sections 5.6(e) and 5.6(f) to reflect the consequences of such proposed changes, such plans have been made available for public comment for at least 60 days in the manner required by clause (iii) of Section 5.9(b), and the Minister (the EPA in the case of the EIA and the EMP) has approved such plans, such approvals not to be unreasonably withheld or delayed.

SECTION 6 CONSTRUCTION AND OPERATIONS

6.1 Capital Expenditures; Construction.

- (a) Upon the issuance to the Company of a Mining License pursuant to Section 5, the Company shall incur capital expenditures and commence,

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continue and cause to be completed construction, acquisition and installation of each proposed Mine and all related Mining Plant, Infrastructure and equipment, all in accordance in all material respects with the schedule set forth in the Development Plan contained in the approved Feasibility Report relating to such Mining License, and shall cause the capacity demonstration tests provided for in Section 6.2 to occur within the period of time provided in Section 6.2. The Company may not make material changes in the Development Plan unless it applies for and receives the approval of the Minister to appropriate amendments to such plans, and to the extent applicable, the Feasibility Report and the related plans, reports and studies provided for in Sections 5.6 through 5.8, which approval shall not be unreasonably withheld. Any such application shall be accompanied by the processing fee required by Section 16.1(e) or (f), as applicable.

(b) Prior to undertaking any required first stage capacity demonstration test set forth in Section 6.2, the Company shall deliver to the Minister:

(i) a certificate of the Feasibility Consultant to the effect that

(A) such firm has reviewed the approved Feasibility Report, the Development Plan and the records of the Company pertaining to the construction, acquisition and installation of the installations, plant and equipment covered by such capacity test and has inspected the same, and

(B) based on such review and inspection such firm believes that the construction, acquisition and installation of such installations, plant and equipment have been completed in accordance in all material respects with the designs, plans and specifications contained in the Development Plan or otherwise forming the basis of the approved Feasibility Report (except to the extent not scheduled for completion until after the commencement of production of marketable Iron Ore in the commercial volumes contemplated by the Feasibility Report), and

(ii) a certificate of the chief executive officer of the Company to the effect that the construction, acquisition and installation of such installations, plant and equipment have been completed in accordance in all material respects with the designs, plans and specifications contained in the Development Plan or otherwise forming the basis of the approved Feasibility Report (except to the extent any portion thereof is not scheduled for completion until after the commencement of production of marketable Iron Ore in the commercial volumes contemplated by the Feasibility Report).

(c) Prior to undertaking any second stage capacity demonstration tests set forth in Section 6.2, the Company shall deliver to the Minister:

(i) a certificate of the Feasibility Consultant to the effect that

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- (A) such firm has reviewed the approved Feasibility Report, the Development Plan and the records of the Company pertaining to the construction, acquisition and installation of all Mines and all related Mining Plant, Infrastructure and equipment provided for in the approved Feasibility Report and has inspected the same, and
 - (B) based on such review and inspection such firm believes that the construction, acquisition and installation of all Mines and all related Mining Plant, Infrastructure and equipment have been completed in accordance in all material respects with the designs, plans and specifications forming the basis of the approved Feasibility Report, and
- (ii) a certificate of the chief executive officer of the Company to the effect that the construction, acquisition and installation of all Mines and all Mining Plant, Infrastructure and equipment have been completed in accordance in all material respects with the designs, plans and specifications forming the basis of the approved Feasibility Report.

6.2 Completion.

- (a) With respect to each proposed Mine, within 180 days of the scheduled completion date thereof set forth in the Development Plan (subject to delay on account of force majeure), the Company shall demonstrate, through performance of the proposed capacity demonstration testing program set forth in the Feasibility Study, that the Mine and all related Mining Plant, Infrastructure and equipment have substantially the operating capacities set forth in the Development Plan. As noted in Section 5.6(a), required extended capacity demonstration covering major components of the Mine, Mining Plant and Infrastructure may be conducted separately. Thus, if the Feasibility Report and the Development Plan call for a two-stage development, with the initial stage being completion of a Mine, with the initial Iron Ore processing facilities and railroad and port facilities tailored to the capacity of that Mine, followed by a second stage encompassing the development of a second (or expanded) Mine and upgrade of the Iron Ore processing facilities, railroad and port, each capacity demonstration test for the first stage Mine, Mining Plant, Infrastructure and equipment shall be completed within 180 days of the stage one scheduled completion date for the components covered by that test, and each capacity demonstration test for the second stage shall be completed within 180 days of the stage two scheduled completion date for the components covered by that test.
- (b) The Company shall give the Ministry notice of, and the opportunity to have representatives witness, all testing required by the Development Plan and shall evidence the satisfaction of each component of the required capacity demonstrations by the timely delivery to the Minister of a certificate of the Feasibility Consultant to the effect that the Company has successfully completed such component of the capacity demonstration program and has demonstrated the capacities required by such component

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(setting out the requirements and time period covered by the demonstrations and certifying specifically as to the actual results of the demonstrations).

- (c) The Company shall pay minimum Royalties under this Agreement based on the greater of actual Iron Ore shipments and assumed shipments equal to 80% of design capacity as set forth in the approved Feasibility Report from the outside day set forth in the first sentence of Section 6.2(a) for the capacity demonstrations required by Section 5.6(a)(ix) until the date on which such capacity demonstrations have been certified as required by this Section 6.2. So long as the Company complies with the preceding sentence there are no other consequences for the failure of the Company to satisfy the capacity demonstration requirements.

6.3 Mining Term Operations.

- (a) All Mining, processing or treatment of Iron Ore by the Company shall be conducted in accordance with International Mining Standards and applicable Law. The Company undertakes to use all reasonable efforts in accordance with such standards and law to maintain the production of marketable Iron Ore of the quality and in the quantity contemplated by the Feasibility Report, provided it is economically and technically feasible to do so.
- (b) The Company may not undertake any activity referred to in Section 6.7 or 11.6 of the Mining Law except to the extent expressly covered in the Company's EIA and approved in the context of the Company's EMP and, then only within a Production Area or an area in which the Company is otherwise entitled by Law and by agreement with any relevant Landowner to carry on such activities. The preceding sentence does not authorize the Company to take any action that would violate Section 10.1 of the Mining law. The Company may not transfer to any Person timber removed from the Land pursuant to Section 6.7(d)(4) or 11.6(a) of the Mining Law without the consent of the Forestry Development Authority. The Company shall not deprive any Person of a constant and reasonable supply of usable water from or pollute a previously utilized traditional source without providing an alternative source of substantially the same quality and quantity, nor shall the Company, without the Minister's consent and at least 30 days prior notice to the affected community, interfere with any water rights enjoyed by any user under any agreement with the Government made prior to the date of execution of this Agreement; it being understood that the Government shall be responsible for the removal of the water bottling plant operated by the Liberia Bottling and Beverage Company situated in Bomi County, at the sole expense of the Government; The Company's use of water under this Agreement will be subject to charges as provided in applicable Law or in the absence of applicable Law, as provided in Section 16.6.
- (c) The Company shall cause all Mines, Mining Plant, Infrastructure and equipment constructed, renovated or acquired by it to be maintained

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throughout the Mining Term in a safe and sound condition in accordance with International Mining Standards and the requirements of insurers.

- (d) The Company shall construct and operate all Mines, Mining Plant, and Infrastructure and equipment in accordance with the Development Plan and the Operations Plan set forth in the approved Feasibility Report. The Company may not make material changes in the Development Plan or the Operations Plan unless it applies for and receives the approval of the Minister, which approval may not be unreasonably withheld, to appropriate amendments to such plans, and to the extent applicable, the Feasibility Report and the related plans, reports and studies provided for in Sections 5.6 through 5.8. Any such application shall be accompanied by the processing fee required by Section 16.1(e) or (f), as applicable.
- (e) In the event of any loss or damage to (i) the property of the Company, including any property leased or deemed to be leased from the Government or a third party; (ii) any property used in Operations title to which is retained by the Government or shall automatically revert to the Government upon termination of this Agreement (whether under Section 26 or otherwise); or (iii) any property which constitutes social infrastructure (e.g., schools or medical facilities) which is constructed by, or on behalf of, the Company, the Company shall promptly proceed to restore such property:
 - (i) in the case of property described in the foregoing clause (i) or (ii), to the extent necessary to begin or resume Operations as contemplated by the Feasibility Report, and
 - (ii) in the case of property described in the foregoing clause (iii), to the extent necessary to allow the Company to fulfill its obligations under this Agreement for which such property is utilized.
- (f) The Company may contract the operation of all or any portion of a completed Mine, Mining Plant or Infrastructure to any Person organized under the Laws of Liberia who has the technical expertise and financial ability to conduct such operation and who is not a shareholder of the Company or an Affiliate of a shareholder of the Company. If the Company contracts any operation in accordance with the foregoing sentence, the Company is responsible to the Government for the compliance by such third party with all requirements of this Agreement applicable to the operations undertaken by such contractor as though such operations were undertaken by the Company. The requirements of Section 11.1 shall apply to the operations of any such contractor(s). Material operating contracts shall be disclosed in each annual operating report of the Company under Section 6.8(e).

6.4 Recovery Shortfalls.

- (a) If in the reasonable opinion of the Government, the Company is failing without good cause to produce, transport and ship marketable Iron Ore at not less than 80% of the rate indicated in the approved Feasibility Report,



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it may give notice in writing to the Company. Within three months of the receipt of this notice the Company shall

- (i) commence work to improve its operations to the reasonable satisfaction of the Government, provided that the Company shall in no event be obliged to conduct Mining, processing or treatment activities otherwise than is economically and technically feasible at the time, and
 - (ii) submit to the Government evidence that the steps it is taking will lead to compliance with Section 6.3(a).
- (b) If the Government remains unsatisfied with the Company's response to such notice, the Government may commission an independent technical study to determine a fair average recovery and/or shipment rate taking into account the nature of the reserves then being mined, the nature of the Mines, Mining Plant, Infrastructure and other equipment (assuming they are of the design and quality set forth in the Feasibility Report and have been prudently maintained and operated), and the economic and technical feasibility of achieving increased recovery and/or shipment of Product(s) by the Company in accordance with the standards set forth in Section 6.3(a). Such study shall be carried out by an internationally recognized independent mining engineering consultant appointed by the Government from a list of three such consultants, none of whom shall be affiliated with the Company or any of its principal direct or indirect shareholders (including any Shareholder or Sesa Goa), named by the Company on the request of the Government. Each of the Government and the Company may submit information to the consultant. The fees and expenses of such consultant shall be borne by the Company, but unless the consultant concludes the performance of the Company's Production is at least 10% less than the fair average recovery rate referred to in the first sentence of this Section 6.4(b), the Company shall be entitled to offset the fees and expenses of such consultant against Royalties subsequently payable by the Company under Section 15.1 of this Agreement.
- (c) If following the completion of such study, the Company fails within a reasonable period to achieve the fair average recovery rate indicated by such study, the Government may increase the Royalty applicable to such Products under Section 15.1 in proportion to the extent that recovery of such Products by the Company is less than 90% of the fair average rate indicated by such studies. But at no time shall the payment of such increased Royalty free the Company from its obligation to satisfy Section 6.3(a).
- (d) In no event shall recovery shortfalls caused by a suspension order incorrectly given in accordance with Section 24 hereof shall fall within the scope of this Section 6.4 and shall not give any rights to the Government in accordance with this Section 6.4.

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6.5 Increasing Liberia-Based Value-Added Production Capacity.

- (a) The Company will work towards and assist the Government in achieving the policy of the establishment or expansion of downstream metals processing facilities in Liberia in relation to pelletization or other further beneficiation, refining and/or metals manufacturing and fabricating (to the extent not already carried out by the Company pursuant to an approved Feasibility Report) if, in light of recognized economic, technical and scientific standards, the Iron Ore mined by the Company is amenable to such additional activities and provided it is economically and practically feasible to do so.
- (b) At any time if the Company wishes to establish its own beneficiation, pelletisation, refining or manufacturing facilities in Liberia, it may do so pursuant to applicable Law, provided that any such facilities shall be deemed additional Mining Plant to be incorporated in an amended Feasibility Report satisfying the requirements of Sections 5.6 through 5.8.
- (c) The Company shall submit to the Minister copies of any studies relating to the feasibility of establishing in Liberia the facilities as described in Section 6.5(a) prepared by or at the direction of the Company.
- (d) In the event that pelletisation facilities are proposed to be established in Liberia by an entity other than an Affiliate of the Company for the further processing of Products of the type produced by the Company, the Company shall agree to make its Product(s) available to that entity for further processing on conditions not less favorable than the conditions that can be obtained by the Company for sale of such products outside of Liberia. This obligation of the Company is subject and subordinate to any beneficiation, pelletisation, refining, manufacturing or marketing contracts with third parties entered into by the Company prior to the Company's receipt of a request to commit Product(s) to such facilities, but in the case of any such contract, only for such period of time as the Company has no right to terminate (or to decline to renew or extend) such contract.
- (e) Within five years of first production the Company must finance a pre-feasibility study for the establishment in Liberia of a facility for the next value added step in the transformation of Iron Ore into steel. "Value added" means at a minimum both an increase in value and an increase in purity (grade) of the Product(s) of the Company's Mine(s). If at the time of the study the parties cannot agree on the appropriate next value addition step or steps, the parties will select an international expert in iron and steel production to define the appropriate focus of the pre-feasibility study, with the costs of such expert to be shared equally by the Government and the Company.
- (f) The pre-feasibility study shall be conducted for the Government by an internationally recognized independent consulting firm with significant experience in the design of Iron Ore processing facilities and the production of iron and steel selected by the Company from a list of such firms provided by the Government. Unless within 360 days of receipt of

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the completed pre-feasibility study the Company undertakes to establish (directly, with appropriate partners or by agreement with a third party) such a value added facility, the Government shall be entitled to utilize the pre-feasibility study for any purpose, including the establishment of such a value added facility itself (directly or with partners) or to permit third parties to utilize such pre-feasibility study to solicit third parties to establish such a value added facility and, as between it and the Company, shall retain all right, title and interest therein. If the Company fails to notify the Government of its interest in establishing such a value add facility within 90 days of its receipt of a copy thereof, it shall be deemed to have declined to establish such a value add facility.

6.6 Concerning Road Construction and Renovations.

The Company will build a two-lane asphalt paved all-weather road from Tubmanburg to Mano River (Kongo) for general public use with capacity for handling heavy traffic (the "Road"). Not later than the second (2nd) anniversary of the Effective Date, the Company will begin preliminary work on the Road, including a feasibility study (which shall include route, design and construction specifications, completion milestones and such other provisions reasonably required by the Ministry of Public Works), survey, and completion of the tender process for construction. Prior to such time, the Ministry of Public Works will develop the standards for the design, construction and paving of the Road. Construction of the Road shall begin within not more than one (1) year of the Government's approval of the feasibility study referenced in this Section 6.6. The Road shall be completed to the satisfaction of the Ministry of Public Works as soon as possible thereafter, but in any case within not more than two (2) years of the Government's approval of the feasibility study referenced in this Section 6.6. Completion and conformity of the Road with agreed standards shall be certified by an internationally recognized road engineering consulting firm.

6.7 Concerning Railroad and Port Construction and Operations and Ore Transportation.

- (a) The Development Plan shall provide for the construction by the Company or another entity that is mutually acceptable to the Company and the Government of a railroad (the "Railroad") from the Mines to that certain portion of the Port as designated and marked on the map attached as Exhibit 10A, with the capacity to move from the Mines to the Port on a continuing basis the maximum sustained output of Products contemplated by the Feasibility Report. The Railroad shall be designed so that it can be expanded on a commercially feasible basis to carry on a continuing basis twice as much traffic as is contemplated by the preceding sentence but the Company shall not be under any obligation to build such additional capacity except as it may elect pursuant to this Section 6.7. The Government or any third-party may elect to have the capacity of the Railroad expanded to service the requirements of the Government or such third-party with the costs of such expansion to be borne by the Government or such third party, as applicable. The Government shall retain title to the fixed assets of the Railroad.

(b) Notwithstanding the foregoing commitment to develop and construct the Railroad pursuant to the foregoing paragraph, the Company shall be entitled, working in conjunction with the Ministry of Public Works (MOPW), to develop new roads and/or rehabilitate existing roads from its mining sites to the Port, along the corridor designated in Exhibit 10B hereto (which exhibit shall be prepared by the MOPW and attached to this Agreement as an exhibit when it has been approved by the MOPW), as may be reasonably required by the Company, subject to compliance with applicable Laws, including the receipt of all necessary approvals and permits, in connection with such development or rehabilitation. As a condition to the use by the Company of new or existing roads to transport Iron Ore to the Port, the Company shall conduct a short-form feasibility study in accordance with terms of reference and other criteria specified by the Government. Subject to approval by the Government of such feasibility study, for a period of three (3) years following the approval of such feasibility study, the Company shall be allowed to transport Iron Ore to the Port via such roads by trucks in the manner specified in and in accordance with such feasibility study. As soon as the Railroad becomes operational and can be used to transport the iron Ore to the Port, the Company shall cease transporting the Iron Ore by trucks and shall only transport it by the Railroad. The Company shall be responsible, at the direction of the MOPW, for performing and paying for repair of any damages and abnormal wear to roads and other infrastructure caused by its use of public roads to transport Iron Ore. The Government shall retain title to any such roads constructed by the Company.

(c) The Development Plan shall provide (i) for the rehabilitation by the Company of the Port and, (ii) provided the Government and the Company agree, in the event the Feasibility Report contains a finding that the Freeport of Monrovia cannot reasonably support the Iron Ore exporting volume anticipated for the Company's Operations throughout the term of this Agreement after opportunities for expansion of the Freeport of Monrovia have been exhausted, for the construction by the Company or another entity that is mutually acceptable to the Company and the Government of a new port or jetty (and related logistic areas) as required to support its operations which shall be suitable and at a reasonable distance from the Company's mining sites. The Government shall provide Marine Services and retain legal title to the leased areas of the Port and shall receive title to any fixed assets of the Port as built by the Company, while the Company shall have priority rights to possession and use of such assets subject to the terms and conditions of this Agreement, including those with respect to the rights of third parties to utilize such assets described in Section 6.7(d). Immediately upon the expiration of the Term or any extensions thereof or earlier termination of this Agreement, all rights of possession, control, and use shall revert to the Government. For the avoidance of doubt, the Company shall at no time be exempt from complying with all applicable Laws, including in particular all Laws with respect to environmental contamination and remediation, in respect of its activities relating to the Port or the transportation of ore by railroad or roads. The Government shall, in consultation with the Company, and on

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reasonable notice to the Company, authorize third party use of excess capacity of the Port, provided that the Company or the Government confirms that excess capacity exists and third party use of such excess capacity does not unreasonably interfere with the efficient and economic conduct of the Operations. The technical and commercial terms for such third party use of the excess capacity shall be mutually agreed to in good faith among the Government, the Company, and such third parties in accordance with acceptable international industrial standards. A formula to share the revenue fees from such third-party use shall be agreed upon in good faith between the Government and the Company. Such third party access and use shall be at no cost to the Company, and all related costs shall be borne by the third party. The Company is not authorized to provide port operational services to any such third party users of the leased areas of the Port or any new port that the Company may be authorized to construct hereunder.

- (d) The Company has priority use of the NIOC and LMC Iron Ore piers located in the Port during the Exploration and Production Operating Periods and any extensions thereof, subject to all applicable Laws, the terms of the Port Lease, and rights of third parties relating to the Port, including the rights of APMT Terminals Liberia, Ltd. ("APMT") as set forth in the Act to Ratify the Concession Agreement Between the National Port Authority and APM Terminals Liberia, Ltd., ratified September 17, 2010 (the "Freeport Concession Agreement"), and APMT's rights to use the LMC Pier during the "Construction Phase" (as such term is defined in Section 1.01 and Appendix 4 of the Freeport Concession Agreement) as set forth in Sections 4.04 and 7.06 of the Freeport Concession Agreement. The Company shall use its best efforts to reach a separate written agreement with APMT as to mutual use of and access to the LMC Pier during the "Construction Phase" (as such term is defined in Section 1.01 and Appendix 4 of the Freeport Concession Agreement), or until such earlier time as APMT no longer has need to use the LMC Pier. Any such agreement with APMT shall, to the extent possible, minimize any material adverse effects on the ability of APMT to perform its operations or complete construction as contemplated by the Freeport Concession Agreement and, in particular, Section 4.04(b) thereof.
- (e) In accordance with applicable Law, and subject to a feasibility study at the sole expense of the Company to determine commercial viability to be approved by the Company and the Government, the Company shall make provision for additional passenger service and the transportation of non-bulk cargo on the Railroad.
- (f) If the Government or one or more third parties wish to use the Railroad to move bulk cargo, the Company shall permit such usage subject to the negotiation by the Company and the Government or such third party of commercially reasonable rates for such usage. The costs of all required additions to rolling stock and motive power to accommodate such usage shall be borne by the Government or such third party, as applicable. If accommodation of the requested additional usage would materially

adversely affect the ability of the Company to move Iron Ore to the Port or handle Iron Ore trains at the Port, the Government or such third party shall bear the cost of the additional investment needed to enhance the Railroad to avoid such material adverse effect.

- (g) If the Government or one or more third parties wish to use the Railroad to carry bulk cargo, the Company may continue to operate the Railroad itself and carry out the operation of all trains on the Railroad, or the Company may transfer operational responsibility for the Railroad to an operating company owned by the Company and each other entity that has contributed to the capital investment (exclusive of motive power and rolling stock) in the railway, and such operating company may either operate the Railroad and all trains, or may be responsible solely for the operation and maintenance of the fixed rail facilities and allow all persons that meet non-discriminatory operating standards to operate their own bulk cargo trains on the fixed rail facilities. Whether the operator is the Company or such new operating company, the Railroad shall be operated in a way that does not discriminate against the shipments of any Person.
- (h) During the Exploration Period, the Company shall develop preliminary studies estimating the cost of constructing, respectively, each of the Railroad and the Port, based on the Company's estimate at the time of the respective required rail and port capacity, the additional works and equipment that would be required to double the capacity of the Railroad as contemplated by Section 6.7(a) and to rehabilitate and expand the Port or construct a new port or jetty as contemplated by Section 6.7(c), and the estimated cost of such additional works and equipment. The capital development plan required by Section 5.6(a)(iv)(3) to be included in the Feasibility Study shall set forth the estimated costs of constructing, respectively, each of the Railroad and the Port, shall identify with reasonable specificity the additional works and equipment required to double the respective capacity of the Railroad as contemplated by Section 6.7(a), and shall set forth the cost of such additional works and equipment (if performed or provided immediately after the respective completion of the initial railroad). The additional equipment referred to in this Section 6.7(h) does not include the motive power and rolling stock required to increase the capacity of the Railroad.
- (i) If the Government or a third party wishes to provide for expansion of the Railroad's capacity as contemplated by Sections 6.7(a) and (f), the Company may elect to, but is not required to, itself carry out or contract for the additional work required. If it does so elect, it shall agree to complete the expansion within a commercially reasonable period of time, assuming that the necessary funding is timely received and subject to force majeure (it being understood that the Company is not obligated to incur binding commitments until funding for those commitments is in hand). If it does not so elect, the third party responsible for the expansion work shall submit the expansion designs and work plan to the Company for approval, which shall not be withheld unless such designs and works plans would unreasonably interfere with Operations.

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- (j) At the request of the Company, the National Ports Authority shall use reasonable efforts to provide land to be leased to the Company on mutually acceptable terms for use by the Company in connection with the Company's Iron Ore Operations that require use of facilities at the Port. Such land will be leased under a separate lease agreement between the National Ports Authority and the Company. Such lease agreement (including a detailed map of the area in the Freeport of Monrovia that is subject to the Port Lease) shall be affixed as Exhibit 9 to this Agreement following execution of such lease agreement by the parties thereto.
- (k) If there is a dispute with the Company as to any matter arising under Sections 6.7(f), (g) or (i) that is not resolved within 60 days after it is identified by any party to such dispute by notice to the other parties as a "senior management dispute", each party to such dispute shall promptly designate a senior member of the management of its ultimate controlling entity to participate in discussions to determine whether such dispute can be resolved. If the Government is a party to the dispute, the President shall designate a minister of cabinet rank to participate on behalf of the Government.
- (l) If a resolution of any such dispute cannot be reached within 105 days after designation pursuant to the preceding paragraph as a "senior management dispute," the Company, the Government or a third party that is a party to the dispute may demand that the dispute be submitted to a technical dispute resolution committee. The Company shall designate two persons to participate in such committee, and the other parties to the dispute (which may be the Government, the Government and one or more third parties, or one or more third parties) shall also designate two persons to participate in such committee. One person designated by each side shall have experience in either railroad or port operations, as the case may be, and shall not be regularly employed or retained by any person party to or having an interest in the outcome of the dispute. The four persons so selected shall not be regularly employed or retained by any person party to or having an interest in the outcome of the dispute and shall not be a citizen of Liberia or of any country whose nationals have a material interest in the dispute. The four persons so selected shall choose a fifth person who shall have experience in railroad operations, and shall not be regularly employed or retained by any person party to or having an interest in the outcome of the dispute and who shall chair the committee. The recommendations of the committee as to the resolution of the dispute shall be binding on the parties to the dispute except that if the recommendations of the committee depend upon a determination of the legal meaning of any provision of this Agreement, the Company or the Government may seek arbitration under the terms of this Agreement as to the correctness of such determination.
- (m) Disputes among third parties or between one or more third parties and the Government are not subject to the terms of the two preceding paragraphs.

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6.8 Company Reporting Requirements.

The Company shall submit to the Minister (and the Minister of Finance, in the case of Section 6.8(f)) the following Production and financial reports, in addition to the financial statements required by Section 17.4:

- (a) prior to the grant of a Mining License, those reports required by Section 6 of the Exploration Regulations;
- (b) following the grant of a Mining License but prior to satisfaction of the capacity demonstration requirement set forth in Section 6.2, a six-monthly report on the progress of construction of the Mining Plant and Infrastructure provided for in the approved Feasibility Report, indicating progress and expenditures to date, and estimated date of satisfaction of the capacity demonstration requirement;
- (c) a quarterly statistical report (which shall be delivered for every quarter, including months ending an annual reporting period) beginning with the calendar quarter in which commencement of the Production Operating Period occurred, setting forth (i) the amounts of Iron Ore Mined, the amounts of Iron Ore processed at the Mine, the amounts of Product(s) shipped to the port, the amounts of Product(s) exported, the amounts of Product(s) otherwise disposed of and the stocks of mined Iron Ore and Product(s) at the end of the period at the Mine and at the port (Product(s) in transit being deemed located at the port), (ii) the number and location of the workings on which work was performed during the preceding quarter, (iii) the number of workers employed thereon at the end of the quarter, and (iv) a brief description of the work in progress at the end of the quarter and of the work contemplated during the following quarter;
- (d) a quarterly operating report, beginning with the calendar quarter in which the commencement of the Production Operating Period occurred, concerning the progress of its operations in the Production Areas that are the subject of a Mining License issued pursuant to this Agreement, specifying in full:
 - (i) those workings in which technically exploitable Minerals are considered to have been found, regardless of whether the deposits of such Minerals are deemed to be commercial or not (together with all data relative to the estimated volumes and the kind or kinds of such technically exploitable Minerals encountered and the analyses of such data), the number and description of workings which have been placed in commercial production and full particulars concerning the disposition of such production, the number of workers employed on each of such workings, the work in progress at the end of the quarter in question, and the work contemplated during the ensuing quarter; and
 - (ii) the work accomplished during the quarter in question with respect to all installations and facilities directly or indirectly related to its exploitation program, together with the work contemplated for the

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ensuing quarter with respect to the same installations and facilities and indicating both actual and estimated investment in such installations and facilities made, committed or to be committed with respect to such installations and facilities;

- (e) an annual operating report, beginning with the Financial Year in which the commencement of the Production Operating Period occurred, which shall include:
 - (i) the number and description of the workings which were in progress at the end of the Financial Year preceding the Financial Year in question (with a showing as to which were then in commercial production), the number and description of workings abandoned during the Financial Year in question; the production of each of the workings, regardless of whether in commercial production or not, with a full description of the kind and quality and analyses of Products produced from each working, and the number of workings on which activities are continuing at the end of the Financial Year in question, but which have not gone into commercial production;
 - (ii) the total volume of Products, kind-by-kind, broken down into volumes Mined, volumes transported from the Mines and their corresponding destination, volumes stockpiled at the Mines or elsewhere in Liberia, volumes sold or committed for export (whether actually shipped from Liberia or not), and volumes actually shipped from Liberia (with full details as to purchaser, destination and terms of sale);
 - (iii) work accomplished and work in progress at the end of the year in question with respect to all of the installations and facilities related to the production program, together with a full description of all work programmed for the ensuing Financial Year with respect to such installations and facilities including a detailed report of all investment actually made or committed during the year in question and all investment committed for the ensuing Financial Year or Financial Years;
 - (iv) a report on all other Production and activities for that Financial Year;
 - (v) as a supplement, a report describing in reasonable detail the actions the Company has taken during the reporting year to comply with the requirements of each of Sections 8 through 12;
- (f) an annual financial report, beginning with the Financial Year in which the commencement of the Production Operating Period occurred, setting forth the quantity of Product(s) produced and shipped from Liberia or Transferred to a third party in Liberia during the Financial Year and the computation of the Royalties or any other Taxes and Duties imposed with respect to the quantity of Product(s) so shipped or so Transferred, in each case paid or remaining to be paid on such shipments or Transfers;

- (g) any monthly operating reports that it regularly provides to any of its Affiliates; and
- (h) on request from the Government from time to time, evidence of the Company's compliance with Section 6.3(a).

The Company shall also provide such additional information as is necessary to keep the Government fully informed of all operations and activities, wherever conducted in Liberia, and of its plans in respect thereof. All monthly and quarterly reports required under this Section 6.8 shall be submitted within 30 days of the end of the quarter in question, and all annual reports required under this Section 6.8 shall be submitted within 60 days of the end of the Financial Year in question. Each report referred to in Sections 6.8(a), 6.8(b), 6.8(c), 6.8(d) and 6.8(e) shall be certified as true and correct by the chief executive officer and the chief operating officer of the Company. The report referred to in Section 6.8(f) shall be certified as true and correct by the chief executive officer and the chief financial officer of the Company.

6.9 Books and Records.

The Company shall maintain at its principal office in Liberia, or at such other offices as the Minister may approve, copies of all maps, geological, mining or other earth science reports and mineral analyses (together with all field data which support such reports or data), production records, marketing and financial reports and other data obtained or compiled by the Company as a result of Operations. The Government shall have full access to inspect on site all such information, data and material, following receipt by the Company of at least two Business Days' prior written notice provided that such access does not unreasonably interfere with Operations.

6.10 Inspection.

The Ministry and other agencies of the Government having jurisdictions (such as the EPA and any governmental entity at the time responsible for employee safety and welfare) shall have the right to monitor Operations (including inspecting relevant documents) from time to time and may, without prior notice but at reasonable times of day and without materially interfering with the normal conduct of the Company's business, visit and inspect any of the facilities and Operations of the Company in Liberia, provided that nothing herein shall limit the right of the Government to access or inspect facilities and Operations of the Company in order to investigate criminal, security, employee health and safety or environmental matters, which inspections may, for the avoidance of doubt, be conducted at any time.

6.11 Insurance.

- (a) At all times during the Term (including during the construction period) the Company will maintain, with financially sound and reputable insurers, insurance with respect to its properties, including any properties leased or deemed to be leased from the Government or a third party, any other property used in Operations title to which is retained by the Government or

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shall automatically revert to the Government upon termination of the Agreement (whether pursuant to Section 26 or otherwise), and any property which constitutes social infrastructure (e.g., schools or medical facilities) which is constructed by, or on behalf of, the Company, against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities of established reputations engaged in the same or a similar business. Such insurance shall include protection against loss or damage to such property, third-party liability insurance and, to the extent commercially available on reasonable terms, business interruption insurance (as to which the Government shall be an additional named insured or loss payee as its interest so appears). The Company shall provide the Government at least annually with evidence as to the existence of such insurance.

- (b) Where an event occurs which gives rise to an ability to make a claim against the insurance maintained by the Company pursuant to Section 6.11(a), unless the Government consents otherwise, the Company shall promptly file a claim with the relevant insurance company and, in the case of third party liability insurance, the Government shall be entitled to file a claim. Unless the Government consents otherwise, the Company shall be obligated to re-invest the proceeds of insurance covering loss or damage to any property which constitutes social infrastructure which is constructed by, or on behalf of the Company or title to which is retained by the Government or shall automatically revert to the Government upon termination of this Agreement (whether pursuant to Section 26 or otherwise) for the restoration or replacement of such property. In respect of any other insurance coverage for loss or damage to property, the Company shall be entitled to re-invest or retain the insurance proceeds as it shall determine in its sole discretion, provided, that if the Company does not re-invest the proceeds and as result thereof there is no material production or processing in a Production Area, then in respect of that Production Area the Company shall relinquish the Mining License applicable to such Production Area.

SECTION 7 LAND AND FACILITIES

7.1 Surface Rights.

Subject to Section 6.3(b), the Company shall have the right, subject to the requirements of applicable Law, to enter upon and utilize Land included in (i) the Exploration Area, (ii) as otherwise specified in Sections 5.1(b) of this Agreement, and, (iii) following the issue of a Mining License, in a Production Area for purposes of and incidental to Operations; subject to the payment of reasonable compensation to the Landowners or Occupants of Land so utilized for loss of or diminution in the value of such Land or the products thereof attributable to Operations.

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7.2 Limitation on Exploration and Production.

This Agreement may not be construed to permit the Company to Explore for Iron Ore or any other Minerals outside of the Exploration Area or, following the end of the Exploration Period, other than Exploration for Iron Ore in a Proposed or actual Production Area, or to produce any Minerals from outside an approved Production Area.

7.3 Acquisition of Land Use Rights Outside a Production Area.

- (a) To the extent otherwise permitted by applicable Law and not already provided for in this Agreement, the Company is permitted to acquire surface land use rights in respect of Land which is not included in the Production Area sufficient to entitle it to construct, install and operate Mining Plant or Infrastructure. If following the approval of a Feasibility Report the Company cannot reasonably obtain sufficient land use rights to enable it to construct, install and operate Mining Plant or Infrastructure provided for in the approved Feasibility Report, the Government will make available to the Company for such purposes Land owned by the Government and not subject to a valid leasehold or other third party interest and not otherwise required for the achievement of other Government programs. If the Government cannot make available to the Company sufficient surface rights in such Land and the Company is unable to acquire sufficient rights from relevant third parties on reasonable terms and conditions, the Government shall assist the Company in acquiring sufficient rights for such purposes, including providing assistance for the purposes of clarifying the nature and extent of any title to Land. If no other surface rights are reasonably available to the Company for such purposes the Government will use its powers of eminent domain to obtain such rights from an unwilling third party.
- (b) Surface rights made available by the Government from Land owned by the Government shall be subject to applicable provisions of the Revenue Code, including any obligation to pay surface rental.

7.4 Costs of Acquisition of Land Use Rights; Termination of Rights.

- (a) All costs incurred by the Company or by the Government at the request of the Company in connection with the acquisition by the Company from parties other than the Government of rights in Land for activities provided for in an approved Feasibility Report, including costs incurred by the Government pursuant to its exercise of its powers of eminent domain, shall be borne by the Company. Payment shall be due within 30 days following receipt by the Company of a statement from the Government setting forth the amounts for which reimbursement is sought.
- (b) The Company's right to occupy such Land shall terminate at the end of the Term, or, if earlier, at such time as it is no longer used in the Company's business if other use can be made of such Land without danger to the Occupants of Land or other users of the relevant areas or interference with the Company's business.

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SECTION 8 COMMUNITY RESOURCES

8.1 Community Responsibility.

It is the policy of the Government and the obligation of the Company to develop programs for the development and maintenance of the economic and social viability of the centers of population that have formed and that may form as a result of Operations during the term of this Agreement. Upon the reasonable request of the Government at any time the Company shall work with the Government and the local communities affected by Operations to establish plans and programs for the implementation of this objective, and thereafter the Company shall in good faith cooperate with the Government with regard to its efforts concerning the realization of such plans and programs, provided that the Company shall be under no obligation to provide financial assistance or otherwise commit resources for the purpose of achieving such plans and programs other than as specified in this Agreement.

8.2 Community Funding Obligation

- (a) The Company shall provide the annual social contribution set forth below (the "Annual Social Contribution"), as provided in this Section 8.2(a). Commencing on the Effective Date and thereafter on each anniversary of the Effective Date until the end of the year prior to the year in which the Start of Commercial Production occurs with respect to the first Production Area, the Company shall pay Two Million Dollars (US\$2,000,000) within ten (10) days of the Effective Date for the first year of the Term; Two and a Half Million Dollars (US\$2,500,000) on each anniversary of the Effective Date until the year in which the Start of Commercial Production occurs and on each anniversary of the Effective Date. Thereafter, the Company shall pay an Annual Social Contribution of Three Million and One Hundred Thousand Dollars (US\$3,100,000) (adjusted annually for inflation in the manner provided for in Section 8.2(b)). The Annual Social Contribution shall be deposited and held as provided in Exhibit 6. The Annual Social Contribution shall be in lieu of any obligation of the Company pursuant to Section 9.3(b) of the Exploration Regulations.
- (b) The amount payable pursuant to Section 8.2 (a) shall be adjusted annually for inflation for each payment after the initial payment in proportion to the change in Deflator over the year ending on the last day of the month immediately prior to the due date of each payment. The Government's determination of such amount shall be final, absent manifest error.
- (c) The Annual Social Contribution and utilization of such funds for specific projects shall be managed by a dedicated committee (the "Committee") in accordance with the structures established by the Government in consultation with the Committee from time to time, provided that in all cases (i) the Company shall at all times have at least one representative on the Committee; (ii) structures and processes will be established to provide for the participation (in a decision-making or advisory capacity as the Government shall determine from time to time) of officials, businesses and residents from the affected counties in the identification and selection of

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projects to be supported with funds from the Annual Social Contribution; (iii) no funds shall be disbursed from the Annual Social Contribution, if, in the Company's view, the disbursement of the funds or the project supported by the funds would cause the Company to be in violation of applicable Law, including any applicable anti-corruption laws; (iv) funds from the Annual Social Contribution may be disbursed (A) only for direct delivery of services and community Infrastructure improvements, and not to fund the general work programs of administrative offices or officials save funding of customary and reasonable compensation and benefits for the Committee's administrative assistant and of reasonable amount for basic office supplies, and (B) except as provided in Exhibit 6, only for the benefit of Liberian communities in the affected counties, provided, that residents of Bomi County, Grand Cape Mount County, and Gbarpolu County and any other County identified in the Pre-Feasibility Report or the Feasibility Report as being directly impacted by Operations shall be the primary beneficiaries. Projects supported with funds from the Annual Social Contribution and the actual disbursements from the Annual Social Contributions shall be publicly disclosed and shall be subject to the same audit procedures provided for expenditures by the Government of Liberia and as may be further provided by Law. Periodic reports and audit reports shall be made available to the Company and to the public and the Company shall have the right to independently audit (at its own expense) any disbursement or expenditure made or project supported with funds from the Annual Social Contribution and for this purpose shall be provided with and have access to all relevant documentation and information.

SECTION 9 PUBLIC HEALTH AND SAFETY

9.1 Safety Procedures and Notifications.

In connection with Operations, the Company shall install, maintain and use such modern health and safety devices, work gears and equipment, and shall practice such modern health and safety procedures and precautions (including regular safety training instruction for its employees) as are in accordance with applicable Law and International Mining Standards. The Company shall notify the Government promptly of any death of or serious injury to any employee of the Company or any of its contractors or any other persons that occurs as a result of Operations. For the purposes of this Section 9, a serious injury means an injury that is likely to cause the injured Person to lose five or more working days.

9.2 Security.

- (a) The Company may, directly or by contract with a responsible provider of security services, establish, manage and maintain its own asset and employee security and protection service for the purpose of maintaining law, order and security in the Exploration Area, in each Proposed Production Area or in each Production Area and in the immediate vicinity of other locations at which Company has or maintains property and assets through its own security force and to do so always being subject to applicable Law (including all Laws relating to apprehension and detention and human rights) and the "Voluntary Principles on Security and Human

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Rights” (as of October 2009 located at: <http://www.voluntaryprinciples.org>), provided that if at any time during the Term the foregoing principles are no longer published on the Internet, the last available published form shall apply to this Section 9.2(a) unless and until the parties agreed upon an alternative set of principles to be applied. Those members of the Company’s (or such contractor’s) security services as being certified by the Ministry of Justice as being literate, as having received training in police and law enforcement procedures given by an outside contractor (which contractor has been certified by the Ministry of Justice) and as having been provided with operating manuals approved by the Ministry of Justice shall have enforcement powers within the areas described in the preceding sentence, always being subject to applicable Law.

- (b) The Company’s security services will have (i) the power of apprehension and detention in accordance with applicable Law, and (ii) the power, to the extent permitted by applicable Law, to search and exclude or evict unauthorized Persons from the areas described in Section 9.2(a). If any person is detained by the Company’s security services, the appropriate Government authority shall be notified immediately, and the person detained shall be handed over to such authority as soon as practical and in no case later than the earlier of 24 hours from the time of detention and when requested by Liberian National Police. The Company’s security services may not use unreasonable force in detaining, excluding or evicting persons, whatever the nature of their intrusion, and any detention facilities shall be adequately ventilated, reasonably clean and with access to sanitary toilet facilities. In addition to the foregoing requirements, any security services provided by the Company in the Port or any new port, whether directly or through a contractor, shall comply with the International Code for the Security of Ships and Port Facilities (the “ISPS Code”) and any port facility security plan adopted thereunder with respect to the Port or any new port at which the Company conducts its Operations. In accordance therewith, the Company shall immediately notify the port police of any security incident (within the meaning of the ISPS) and turn over to the port police any person suspected of engaging in or threatening to engage in a security incident who is detained by the Company or its security services.
- (c) The Company shall coordinate the activities of the Company security services, or to the extent that a contractor provides such security services to the Company, the Company shall procure that such contractor shall coordinate with the Government’s police and law enforcement authorities and report (or procure that the relevant contractor reports) quarterly to the Minister of Justice (with a copy to the Minister) on the activities of the Company’s or its contractor’s security services (as applicable), including numbers of persons detained and excluded or evicted, the reason for, the place of and the period of any detention, and the disposition of each detained person, provided that where the Company’s or its contractor’s security services have detained any person, the Company or its contractor (as applicable) shall report to the Minister of Justice (with a copy to the

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Minister) as soon as practicable and in any event within a month of the relevant detention. Each such report shall be certified by the chief executive officer of the Company (or by the equivalent person within the contractor, as applicable) as being true and correct.

- (d) The Company is and shall be fully responsible for the compliance of the members of its security force, whether its employees or the employees of a contractor, with all requirements of this Section 9.2 and for all consequences of any breach of those requirements.

9.3 Employee Housing.

The Company shall, either directly or indirectly, ensure access to housing for the employees of the Company and their resident spouses and resident dependent children (up to the age of 21) and shall ensure that such housing conforms to minimum standards as agreed between the Government and the Company including ensuring those requirements set out in Sections 9.4 to 9.6.

9.4 Sanitation.

Access to housing under Section 9.3, will include provision for bathroom facilities with a toilet, sink and shower located in each house. The Company shall also provide clean and accessible toilet (and, where the nature of the work makes it appropriate shower) facilities at its workplaces.

9.5 Water Supply; Clean and Safe Drinking Water.

Access to housing under Section 9.3, will include provision for a clean and safe pipe-borne water system for all houses. In addition, the Company shall construct hand pumps or other sources of water at its workplaces that ensure a convenient and uninterrupted supply of clean and safe drinking water. All drinking water shall meet or exceed the approved Government standards for drinking water quality.

9.6 Size of Houses.

Each family house will have separate bedrooms for parents and children, and, in addition separate bedrooms for male children and female children, i.e. a minimum of 2 or 3 bedrooms.

SECTION 10 MEDICAL CARE

Upon the commencement of construction of any Mine, Mining Plant or Infrastructure, the Company shall construct or cause to be constructed, and during the period that a Mining License is in effect under this Agreement the Company shall maintain and operate or cause to be operated, health facilities to ensure the availability in each Production Area of medical treatment, care and attention in accordance with applicable Law, and such other improved standards as may be agreed between the parties. All such facilities shall be staffed with qualified medical personnel and shall be properly equipped and supplied for the level of service required in accordance with international medical standards. No later than the commencement of Production, the Company shall have constructed or caused to

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be constructed and shall maintain, at the Company's primary Mining location, a hospital facility providing a wide range of curative and preventative services supported by a small laboratory and meeting all standards under applicable Law. Such treatment, care and attention shall be free of charge for the Company's employees and their resident spouses and resident dependent children up to the age of 21. Government officials and/or employees assigned to and regularly employed in the Production Area in an official capacity, and resident in or adjacent to the Production Area, and their resident spouses and resident dependent children (up to the age of 21), shall, during the time of such assignment, employment and residence, also be entitled to receive medical care on the same basis as Company employees, provided that the Government agency which represents each such Government official or employee shall, at the time of the assignment or regular employment, certify to the Company the names and full identification of the Government official or employee, the resident spouses and resident dependent children (up to the age of 21). The Company shall also provide reasonable access to such health facilities to members of local communities for ambulatory or emergency care. It is understood that "reasonable access" may include the imposition of fees that are reasonable in light of the economic level of such communities, it being also understood that such fees are unlikely to cover the cost of service.

SECTION 11 EMPLOYMENT, TRAINING AND EDUCATION

11.1 Employment.

- (a) Employment practices of the Company shall conform to applicable labor practices Law and other applicable Law and the Company will require any contractors or sub-contractors to comply with this provision with respect to their own employment practices.
- (b) None of the Company nor any other contractor or sub-contractor may hire individuals who are not citizens of Liberia for unskilled labor positions.
- (c) The Company shall (and the Company will require any other contractors or sub-contractors to) employ and give preference to the employment of qualified citizens of Liberia for financial, accounting, technical, administrative, supervisory, managerial and executive positions and other skilled positions as and when such positions become available unless and to the extent that such competent and suitably qualified citizens are not available for such positions, it being the objective of the parties as soon as is practicable that the Operations under this Agreement should be conducted and managed primarily by citizens of Liberia.
- (d) In furtherance of the obligations under Section 11.1(c), the Government and the Company shall agree prior to the approval of the Feasibility Report on progressive implementation of an employment schedule with the objective of citizens of Liberia holding at least 30% of all management positions including 30% of its ten most senior positions within five years of the initial grant to the Company of a Mining License under this Agreement, and at least 70% of all management positions including 70% of its ten most senior positions within ten years of such date. Appointment of a citizen of Liberia to a particular position does not preclude subsequent employment of a citizen of another country in such position and it shall, at

at times, be in the Company's reasonable judgment as to whether a Person is suitably qualified for a particular position, having regard to all relevant criteria, including such Person's skills and training and any health and safety considerations.

- (e) Subject to the above, the Company may at all times choose its employees and shall be free to employ such Persons who are not citizens of Liberia as are required for the efficient conduct of Operations in Liberia. Where applicable Law stipulates minimum technical qualifications and/or minimum levels of competence for any technical post, the Government undertakes to recognize equivalent technical qualifications and/or certificates of competency held by Persons who are not citizens of Liberia, provided that such qualifications and/or certificates of competency shall have been issued by a recognized institution or statutory authority in any other country having a substantial mining industry or internationally recognized mining education institution.

11.2 Training of Liberians.

- (a) Following the grant to the Company of a Mining License under this Agreement, the Company shall provide on a continuing basis for the training of citizens of Liberia in order to qualify them for financial, accounting, supervisory, managerial, executive positions and other skilled positions, and as required by Operations provide on-the-job training, operate vocational training facilities, and utilize whatever other measures are necessary and reasonable to transfer to other citizen employees the ability to work in skilled trades and to supervise other tradesmen and laborers.
- (b) The Company shall facilitate the qualification of a Liberian geologist under international resource reporting codes but shall not be required to guarantee employment after training. The Government shall provide the Company with a list of potential candidates for iron ore Competent Person (CP) status accreditation under CRIRSCO guidelines. The Company shall continue to hire and train Liberian geologists, including funding their CRIRSCO accreditation as and when they qualify. The Company shall furthermore facilitate applications by its own Liberian geologist employees for accreditation and subsequent registration under CRIRSCO guidelines as iron ore Competent Persons.
- (c) The Company shall also provide for the following:
 - (i) Training of a high-calibre Liberian technical professional to assume the role of Company Site Manager within 5 years from the Effective Date;
 - (ii) Training of a high-calibre Liberian caterer or chef to assume the role of Company Catering Manager at the Site within 5 years from the Effective Date;

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- (iii) Engagement of an international security services consultant to provide training to the Company's Liberian security contractor in security risk evaluation and mitigation, and the preparation of emergency plans;
- (iv) Engagement of an international medical services provider to train a Liberian nurse employed by the Company at its first aid post health;
- (v) Training of Liberians from surrounding villages in various exploration support infrastructure functions; and
- (vi) Regular training in defensive driving techniques for Company drivers, who will also benefit from regular first aid training from the Company's international medical services provider.

11.3 General Education Funding.

- (a) The Company shall, commencing on the Effective Date until the award of a Mining License, contribute annually on the anniversary of the Effective Date through a Company administered program a total of Two Hundred Thousand Dollars (US\$200,000) (adjusted annually for inflation in the manner provided for in Section 11.3(b)) to education funding to be allocated as follows: (i) US\$80,000 (Eighty Thousand Dollars) per year (as adjusted for inflation) towards geology or mining engineering scholarships at the University of Liberia and technical apprenticeships at the University of Liberia educational establishments, with such scholarships and apprenticeships preferably awarded to students from Bomi, Grand Cape Mount, and Gbarpolu Counties, (ii) US\$40,000 (Forty Thousand Dollars) per year (as adjusted for inflation) towards the creation and operation of a Mining and Geology Institute at the University of Liberia for students majoring in mining engineering and geology, (iii) US\$20,000 (Twenty Thousand Dollars) per year (as adjusted for inflation) towards the promotion of graduate training programs in Geology and Mining Engineering or other related disciplines at the University of Liberia or such other state operated higher education institutions, and (iv) US\$60,000 (Sixty Thousand Dollars) per year (as adjusted for inflation) towards the facilitation of graduate training of and sponsor exchange programs for students majoring in mining engineering and geology, with preference for students from Bomi, Grand Cape Mount, and Gbarpolu Counties, in universities in other parts of the world (it being understood that such programs should be structured to provide reasonable incentive for such employees to return to Liberia on completion of their training). Following the grant of a Mining License to the Company under this Agreement, the Company shall increase the total annual contribution to the inflation adjusted equivalent of US\$500,000 (Five Hundred Thousand Dollars), which shall be payable on the anniversary of the Effective Date for the remainder of the Term and shall be allocated for the purposes described in the foregoing sentence in the same proportions provided therein. The inflation adjustment shall account for the change in the Deflator between the Effective Date and the date of issuance of the Mining License. This

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amount will in turn be adjusted annually for inflation in the manner provided for in Section 11.3(b)).

- (b) The amounts payable pursuant to Section 11.3 (a) shall be adjusted annually for inflation for each payment after the initial payment in proportion to the change in Deflator over the year ending on the last day of the month immediately prior to the due date of each payment. The Government's determination of such amount shall be final, absent manifest error.
- (c) The amount referred to in clause (ii) of Section 11.3(a) shall be paid to the general revenue account of the Government and earmarked for the University of Liberia. The Company's obligations under clause (iv) of Section 11.3(a) shall include, but are not limited to, the funding up to the amount provided in clause (iv) in each year (commencing in the year the first Mining License is granted) of the expenses of at least one Liberian citizen in a recognized graduate school for a master's degree or the equivalent in geology, mining engineering, or a related field. The Company may condition such funding on an agreement of the student to work for the Company, an Affiliate of the Company or an Affiliate of a shareholder of the Company upon graduation.
- (d) The Company will, directly or indirectly in conjunction with the Ministry of Education, ensure that there is available free primary and secondary education (K-12) to the resident dependent children (up to the age of 21) of the Company's employees and of Government officials and/or employees assigned to and regularly employed in a Production Area in an official capacity and who are resident in or adjacent to such Production Area.

11.4 Scientific Research Fund.

The Company shall also make an annual contribution to the Scientific Research Fund of One Hundred Thousand Dollars (US \$100,000 (adjusted annually for inflation in the manner provided for in Section 11.3(b)), commencing on the Effective Date and payable thereafter on the anniversary of the Effective Date, through the Term. Such amount shall be adjusted annually for inflation in the manner provided in Section 11.3(b) and shall be paid into the general revenue account of the Government for the Scientific Research Fund.

11.5 Audit Rights.

The Company shall have the right to independently audit (at its own expense) the use of any contributions made pursuant to Sections 11.3(a) and (c) or Section 11.4 and for this purpose shall be provided with and have access to all relevant documentation and information. The Company shall not be required to make any contribution under Sections 11.3 and 11.4 that, in its view, would cause the Company to be in violation of applicable Law including applicable anti-corruption laws.

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SECTION 12 USE OF LIBERIAN GOODS AND SERVICES

When purchasing goods and services related to Operations, the Company shall, and shall cause its Major Contractors, and will use reasonable efforts to encourage its other contractors, to, (i) organize their procurement practices to give meaningful opportunities to bid for contracts to those entitled to preference pursuant to clause (ii) of this sentence, and (ii) give preference to the maximum extent possible to materials and goods produced in Liberia and services provided by natural persons who are citizens of Liberia resident in Liberia or entities incorporated or formed in Liberia where natural persons who are citizens of Liberia resident in Liberia are entitled to receive 60% or more of all profits from such entities, unless such materials or goods are not provided in Liberia or such services are not provided by Liberian persons. Subject to the foregoing, the Company and its contractors may freely contract with any Person. The Company must report to the Minister within 60 days following the end of each Financial Year on the extent to which the Company and its Major Contractors acquired during such year materials, goods and services from the preferred sources described in the first sentence of this Section 12. A "Major Contractor" is a contractor or a subcontractor who received more than US\$200,000 directly or indirectly from the Company in the relevant Financial Year and who had significant operations in Liberia in that Financial Year. Merely maintaining a representative office, or the mere presence of supervisory personnel to inspect or direct work performed by other contractors, do not constitute "significant operations" for the purposes of this Section 12.

SECTION 13 ENVIRONMENTAL PROTECTION AND MANAGEMENT

13.1 The Company's Duty.

The environmental responsibilities of the Company during Exploration are as set forth in the Exploration Regulations (as modified by this Agreement). Following the grant of a Mining License to the Company, the Company shall conduct its Operations in accordance with Sections 8.1 through 8.3 of the Mining Law, applicable Law, the World Bank/IFC Environmental Health and Safety Guidelines for Mining, the IFC Performance Standards on Environmental and Social Sustainability, the approved EMP and this Agreement. The Company shall in any event take appropriate preventive measures to protect all streams and water bodies within or bordering Liberia, all dry land surfaces, and the atmosphere from pollution, contamination or damage resulting from Operations. If Operations violate any requirement referred to in the two previous sentences or otherwise have material adverse impact on the environment, the Company shall proceed diligently to restore the environment as much as possible to its original and natural state (or to remediate the negative impact where restoration is impractical) and shall take appropriate preventive measures to avoid further material adverse impact on the environment.

13.2 Environmental Reports and Audits.

- (a) The Company shall deliver to the Minister, within 60 days after each anniversary of the date of the issue of the Mining License, an environmental report prepared by the Company which shall include an assessment of the Production Areas under such license plus all areas



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outside of the Production Areas in which the Company conducts Operations.

- (b) The Company shall deliver to the Minister (i) once every two years commencing with the second anniversary of the submission of the first environmental report pursuant to Section 13.2(a) and (ii) on the last day of the Mining Term, an environmental audit and assessment of the Production Areas under such license plus all areas outside of the Production Areas in which the Company conducts Operations. The audit shall be performed or supervised by an environmental consultant who is not a regular employee of the Company or an Affiliate of the Company and who is a registered engineer or scientist with at least ten years of experience in making environmental compliance assessments and audits in the mining industry, the identity of whom is agreed with the Minister. The audit and assessment are for the purpose of determining whether Operations since the beginning of the relevant period that is the subject of the audit are being conducted in conformity with applicable environmental Law and the other requirements of this Agreement and the Company's approved EMP. Such audit and assessment will also include an assessment of the status of the Company's provision for restoration or remediation of the Production Areas and such other areas in which the Company conducts or has conducted Operations and its conformity with the requirements of the approved EMP. The audit and assessment will also include a full accounting for all changes during such relevant period in the balance of any account established pursuant to the approved EMP to fund such restoration and remediation. If any such audit and assessment for any relevant period identifies any failure to comply with the requirements of Section 13.1 or the EMP, the Company shall promptly remedy such situation at its own expense.

13.3 Government Environmental Inspections.

The Minister or the EPA may conduct, at its own expense, periodic inspections of Exploration Areas, Production Areas and other areas in which the Company conducts Operations following receipt by the Company of at least two Business Days' prior written notice of such inspection, provided that no prior written notice is required where the inspection relates to a concern regarding employee health and safety or a negative environmental impact. As a condition to permitting such inspection, the Company may require (i) receipt of a copy of written instructions to conduct such inspection from an official senior to the official purporting to conduct the inspection, manually and legibly signed on the letterhead of the relevant ministry or Government agency, and (ii) viewing and copying the identification of the persons claiming the right to conduct such inspection.

13.4 Updating the EIA and the EMP.

- (a) The Company shall periodically (not less frequently than every four years, or as may otherwise be required by applicable Law) update the EIA and the EMP to reflect the actual status of Operations at the time and updated risk assessments generally applicable with respect to Operations or Mine

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closure, and updated estimates of the cost of carrying out the closure management plan.

- (b) The Company shall also update the EIA and the EMP as a condition to making any material changes in Operations, or any Mine, Mining Plant or Infrastructure. The updated EIA and EMP (including an updated closure management plan and budget) are to be submitted to and are subject to the review and approval of the EPA in accordance with then-applicable environmental Law, such approval not to be unreasonably withheld or delayed. As a condition of approval, the Minister or the EPA may require additional funding to be provided or secured in accordance with the agreed funding scheme pursuant to Section 5.7(c) if such action is required to assure adequate and secure funding of estimated closure costs. The Company shall in any event comply with its undertakings contained in the most recently approved EIA and EMP.

13.5 Scope of Duty to Cease Operations during Remediation.

Any environmental remediation required by applicable Law or this Agreement to occur during the Mining Term shall not require the Company to cease Operations during the restoration or remediation period (except to the extent necessary to carry out such restoration or remediation) so long as the Company is proceeding diligently to undertake the required restoration or remediation and has ceased any activities that constituted a violation of applicable Law or a breach of the obligations of the Company under Section 13.1. This Section does not limit the right of the Minister to suspend Operations under Section 24 when Operations are causing a material adverse impact on the environment.

13.6 No Liability for Previous Negative Environmental Impact.

- (a) The Company shall assume no liability for and shall have no liability to any third party for any negative environmental impact within any part of an Exploration Area, Production Area or any other area in which the Company is conducting Operations in existence prior to commencement of any Exploration or other Operations or resulting from the acts or omissions by parties other than the Company or its Affiliates prior to commencement of any Exploration or other Operations ("Previous Negative Environmental Impact").
- (b) The Government shall indemnify and hold harmless the Company from any losses and liability incurred by it resulting from any claims made against the Company by third parties which have arisen in connection with Previous Negative Environmental Impact in respect of Land owned by the Government which it has made available to the Company for the purposes of Operations (excluding any Land that is made available to the Company pursuant to the exercise by the Government of its powers of eminent domain pursuant to Section 7.3), provided that:
 - (i) the Company shall notify the Minister of Justice promptly of any suit, action, proceedings, claims, investigations and negotiations

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made against the Company in respect of this Section 13.6 (a "Third Party Company Claim");

- (ii) the Company shall have the right to conduct all suits, actions, proceedings, claims, investigations and negotiations relating to any matter referred to in this Section 13.6; and
- (iii) in the conduct of any Third Party Company Claim, the Company shall:
 - (A) if so required by the Government, take all such steps or proceedings as the Government may reasonably require including steps to avoid, dispute, resist, mitigate, compromise, defend or appeal against any such Third Party Company Claim (provided that such steps or proceedings shall be taken at the Government's cost and expense);
 - (B) provide the Government with all such information and reports concerning any such Third Party Company Claim and any steps or proceedings taken by the Company as the Government may from time to time reasonably request; and
 - (C) not agree to settle and/or settle any such Third Party Company Claim without prior written consent of the Government (such consent not to be unreasonably withheld).

SECTION 14 TAXATION

14.1 Law of General Applicability.

The Company shall pay all Taxes and Duties and conform to all procedures pursuant to applicable Law except as may otherwise be provided in this Agreement.

14.2 Fiscal Regime.

- (a) Exhibit 3 to this Agreement sets forth certain modifications to the Revenue Code. The modifications set out in Exhibit 3 shall be read in conjunction with the Revenue Code as if such modifications were in force and constituted applicable Law for the purpose of determining the liabilities of the Company under the Revenue Code. The Revenue Code as it would read were such modifications in force and constituted applicable Law is herein called the "Agreed Revenue Code". The Agreed Revenue Code shall apply to the Operations during the Term and the Company shall be bound by all the provisions thereof, except to the extent that the provisions of this Agreement vary the provisions of the Agreed Revenue Code.
- (b) The Government hereby agrees that with respect to those items set out in Section 17 of the Agreed Revenue Code and subject to the limitations therein, the applicable Taxes and Duties shall be stabilized as of the

Effective Date for the period equal to the lesser of the Term or 15 years provided that such Taxes and Duties may be subject to adjustment as a result of periodic review of those items every five years, if the Company and the Government mutually agree on any such adjustments as provided in Section 31.2. After the Effective date, should the Government reduce the applicable Taxes and Duties below those applicable to the Company then the Company will become entitled to such reductions upon providing notice to the Minister of Finance.

- (c) From the Effective Date until the expiry of two (2) years following Start of Commercial Production with respect to the Production Area related to each Mining License, the Company shall be exempt from all import duties, and excise charges, but shall be subject to the payment of a Customs User Fee, on all modules, plants, equipment, construction material, machinery, and heavy vehicles, capital spare parts, raw materials (other than gasoline and gas oil), and intermediate inputs, all of which are specified in Exhibit 7, for use in a Production Area as to which such period shall not have expired.
- (d) The Company shall pay a Customs User Fee not exceeding 1.5 percent (1.5%) of the CIF Liberian Port value of imported goods or US\$10,000.00 per item, which ever is less, in accordance with the Agreed Revenue Code, in respect of all items that are exempted from the import duty as provided for in Section 14.2(c), all of which items are specified on Exhibit 7 hereto. For the avoidance of doubt, the Company shall not pay any Customs User Fee in respect of any goods which are subject to import duty but will be subject to inspection fees in accordance with Section 16.3. The Company shall not be required to pay any Customs User Fee in respect of any goods on export of such goods but will be subject to inspection fees, where applicable, in accordance with Section 16.3.
- (e) Sections 14.2 (c) and (d) shall apply to the Company's contractors and their subcontractors to the extent that such contractors and subcontractors are exclusively rendering goods or services to the Company in relation to its Operations or importing goods in connection with the Operations; provided that any such goods or services are identified as goods or services exclusively relating to the Operations.

14.3 Withholding Tax.

- (a) In the case of a transfer of an interest in the Company, the Company or any transferor of such interest shall pay a withholding tax to the Government of fifteen 15 percent of the value of all cash and other consideration received directly or indirectly by the transferor or any other entity with respect to such transfer in accordance with the Law of general application within ten (10) days after the last day of the calendar month in which such transfer shall have occurred.
- (b) The payment of withholding tax referred to in paragraph (a) above shall be accompanied by documentation of all amounts and the value of any

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consideration paid with respect to such transfer and such other reasonable documentation as the Ministry of Finance may require. Such documentation shall be certified as true, correct, and complete by the chief executive officer and the chief financial officer of each of the transferors and transferees of any interest.

- (c) The Shareholders and Sesa Goa acknowledge that the sale of an equity interest in Western Cluster to Bloom on or prior to the date hereof, and the payment therefor on or prior to the Effective Date, shall require payment of withholding tax to the Government in accordance with this Section 14.3. Bloom agrees that it shall withhold 15% of the consideration payable to Elenilto in the amount of US\$13,500,000 (Thirteen Million Five Hundred Thousand Dollars) for the purchase of 51% of the outstanding shares of capital stock of the Company, which is US\$90,000,000 (Ninety Million Dollars), and remit such amount to the Government directly from the escrow account by JPMorgan in accordance with applicable procedures and accompanied by the applicable documentation provided above and by applicable Law, promptly following certification by the Minister of Justice that this Agreement has been ratified by the National Legislature. Following the issuance of the release notices (Exhibits —11A and 11B), sent by the Minister of Justice to JPMorgan London, the withholding tax of US\$13,500,000 (Thirteen Million Five Hundred Thousand United States Dollars) shall be transferred directly to the general revenue account of the Government of Liberia. Elenilto and Sesa Goa shall be liable to pay such withholding tax to the extent Bloom does not withhold such amount and remit it to the Government.
- (d) No transfer of any interest shall be effective until such documents have been delivered and such withholding tax is paid; provided that the transfer of shares in Western Cluster to Bloom described in Section 14.3(c) shall be deemed to be effective at such time as the necessary withholding tax and applicable documents are deposited with an escrow agent to be held and applied in accordance with instructions acceptable to the Government.

SECTION 15 ROYALTIES, DETERMINATION OF FAIR MARKET VALUE, EXPORT SALES PRICE

15.1 Royalties.

- (a) The Company shall pay the Government a royalty of 4.5 percent (the "Royalty Rate") multiplied by the fair market value determined in accordance with Section 703 the Revenue Code, (such payment collectively, the "Royalty").
- (b) The Royalty shall be paid to the general revenue account of the Government in Dollars on the date of shipment in respect of which payment of a Royalty is to be made. At the time of making such payment,

the Company shall provide the Ministry of Finance with a statement showing the manner of computation of the Royalties due in such detail as the Ministry of Finance may require by regulation or otherwise.

15.2 Fair Market Value, the Sales Price; Computation of Gross Income.

The fair market value f.o.b. Liberia for purposes of Section 703 of the Revenue Code and the sales price for computing gross revenue for purposes of Section 201 of the Revenue Code shall be:

- (a) in the case of a sale to a non-Affiliate f.o.b. Liberia, the actual sales price paid or payable f.o.b. Liberia, and
- (b) in the case of a sale to an Affiliate f.o.b. Liberia in connection with a back-to-back sale by the Affiliate to a non-Affiliate f.o.b. Liberia, the actual sales price paid or payable f.o.b. Liberia to the Affiliate by the non-Affiliate.

In all other cases the fair market value for purposes of Section 703 of the Revenue Code and the transfer price for transactions between Related Persons provided for in Section 713 of the Revenue Code (such transfer price to be used for computing gross revenue for purposes of Section 201 of the Revenue Code) shall be determined in accordance with the Pricing Agreement provided for in Section 15.3.

15.3 The Pricing Agreement.

- (a) Prior to the approval of the Feasibility Report, the Government and the Company shall enter into an agreement (the "Pricing Agreement") which shall set out the method for determining (i) the fair market value of each Product consistent with the requirements of Section 703 of the Revenue Code and (ii) the transfer price for each Product consistent with the requirements of Section 713 of the Revenue Code.
- (b) Upon request from the Government, the Company shall deliver to the Government:
 - (i) such documentation and information as may be required, pursuant to the Revenue Code, of a taxpayer in connection with the calculation of any Royalties payable; and
 - (ii) such other information requested by the Government that is reasonably relevant to the determination of the fair market value or transfer price for each Product.
- (c) If either party in good faith believes that the values for the fair market value or the transfer price of any Product determined pursuant to the Pricing Agreement are no longer consistent with the requirements of Sections 703 and 713, respectively of the Revenue Code, the parties will seek to agree upon a revised Pricing Agreement.

- (c) Failing agreement between the parties on a Pricing Agreement for determining the fair market value or the transfer price or any revisions thereto, such matters shall be determined by a single arbitrator as provided by Section 27.5, such arbitrator to be a recognized expert in the pricing of Iron Ore. The Pricing Agreement and any decision by an arbitrator if such is required shall be public and shall be posted by the Government electronically or through such other means as may be provided by regulation and shall be attached to this Agreement as Exhibit 4.

SECTION 16 OTHER PAYMENTS TO THE GOVERNMENT

16.1 Processing and Delay Fees.

All fees in connection with Exploration shall be in the amount and paid as provided in the Exploration Regulations. The following additional processing fees apply under this Agreement. No action will be taken with respect to any filing or application referred to in any Section of this Agreement requiring the payment of a processing fee with the application until the Minister receives confirmation that the relevant fee has been paid. No approval or consent requiring the payment of a fee upon the granting of such approval or consent will be effective until the Minister receives confirmation that the relevant fee has been paid.

The processing fee for the filing of a notice designating one or more Proposed Production Areas and the accompanying Mining License application is US\$10,000 per Proposed Production Area, payable on filing of the notice.

- (a) The processing fee for the filing of a Feasibility Report is US\$10,000, payable on filing of the Feasibility Report.
- (b) The fee for a six month extension of the time to designate Proposed Production Areas pursuant to clause (i) of Section 5.3(a) is US\$15,000, payable on filing of the notice of extension.
- (c) The fee for a six month extension of the time to file a Feasibility Report pursuant to clause (ii) of Section 5.3(a) is US\$100,000, payable on filing of the notice of extension.
- (d) The processing fee for an application to postpone development under Section 5.4 is US\$500,000, payable on filing of the application.
- (e) The processing fee for an application to modify or amend a Feasibility Report is US\$10,000, payable on filing of the application.
- (f) The processing fee in connection with an application for a consent required under Section 23 is US\$10,000, payable on filing of the request for consent.

16.2 ECOWAS Trade Levy.

Notwithstanding any general exemption from import duties applicable to the Company under the Revenue Code or this Agreement, the Company shall be

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subject to the ECOWAS Trade Levy on all goods from non-ECOWAS states which it imports into Liberia at the rate established by applicable Law.

16.3 Inspection Fees.

The Company shall be subject to inspection on all imports and exports. If at any time the Government does not itself provide inspection services, the Company shall utilize the services of the inspection entities approved by the Minister of Finance at rates to be negotiated between the Company and the designated inspection agency. Where the Government does provide such inspection services, the Company shall pay such inspection fees to the Government as are in effect from time to time under applicable Law.

16.4 Regulatory Fees.

The Company shall pay such Taxes and Duties as are generally applicable under Law in Liberia with respect to driver's licenses, vehicle registrations, corporate registration, residency and work permits and other license, registrations and permits incidental to doing business or conducting activities in Liberia.

16.5 Mineral Development and Research Fund.

Pursuant to Section 18.4 of the Mining Law, the Company shall make a one-time contribution of US \$50,000 to the Mineral Development Fund, payable on the Effective Date. Such amount shall be paid into the general account of the Ministry of Finance for the Mineral Development Fund.

16.6 Water Use Levy.

The Company shall be liable to the payment of a water use levy to be negotiated between the parties in light of the requirements of the Company as set forth in the Feasibility Report submitted pursuant to Section 5.6 and prior to the grant of a Mining License under Section 5.

16.7 Up-Front Payments.

The Company shall pay to the Government a fee of US\$25,000,000 (the "Up-Front Payment"), payable according to the following schedule:


- (i) US\$12.5 million within ten (10) days after the Effective Date; and
- (ii) US\$12.5 million within ninety (90) days after the first payment;

Such amounts shall be paid into the general revenue account of the Government.

SECTION 17 FINANCIAL REPORTING AND CURRENCY

17.1 Accounting and Tax Matters.

All of the Company's accounting under this Agreement shall be in Dollars and all amounts paid or received, and obligations incurred or transactions carried out, in currency that is Liberian Currency or in any other currency other than Dollars



shall be converted to Dollars in accordance with and pursuant to the financial reporting standard adopted by the Company pursuant to the requirements of Section 17.4 based upon the Prevailing Market Rate of Exchange of Dollars and any such currency at the date of the applicable transaction.

17.2 Exchange Control.

The Company shall at all times have the right, without restriction or penalty, directly or indirectly, to obtain, hold, deal with, remit, receive and disburse funds in such manner, currencies and places as it chooses in direct connection with its Operations. Without prejudice to the generality of the foregoing, the Company shall have the unrestricted and unencumbered right to sell and receive payment for Product(s) in any currency and all proceeds therefrom may be deposited in bank accounts outside of Liberia and held there or remitted therefrom to anywhere in the world, in any currency. Notwithstanding the foregoing, the Company shall maintain at least one account with a bank or financial institution in Liberia. The Company shall also have the right to acquire from, and sell to, any Person currency that is legal tender in Liberia at the Prevailing Market Rate of Exchange in direct connection with Operations.

17.3 Currency of Payments to the Government.

Except as otherwise expressly provided in this Agreement, payment of the Company's obligations to the Government under this Agreement, including obligations for Taxes and Duties payable as a consequence of Operations, shall be in Dollars. Any obligation originally stated in Liberian Currency shall be converted to Dollars at the Prevailing Market Rate of Exchange. The Company shall make payments of sums it collects on behalf of the Government, including, but not limited to, Taxes withheld from the salaries or wages of its employees, and any other sums payable to other Persons from which a portion is required by applicable Law (as modified by this Agreement) to be withheld or retained by it on behalf of the Government, in the currency in which such salaries or wages or such other sums are paid. For the purposes of determining compliance by the Company of required payments in Liberian Currency under any applicable Law (including any Law determining minimum wages) the amount of any payment by the Company made in Dollars shall be converted to Liberian Currency at the Prevailing Market Rate of Exchange as of the date of payment.

17.4 Financial Statements and Audit.

- (a) The Company shall deliver to the Government within 90 days after the end of each Financial Year of the Company:
- (i) a balance sheet of the Company as at the end of such year, and
 - (ii) statements of income, changes in shareholders' equity and cash flows of the Company for such year,

setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail, and certified by the chief financial officer of the Company as having been prepared in accordance with









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generally accepted accounting principles in the United States ("GAAP") or generally accepted accounting principles as reflected in International Financial Reporting Standards as in effect from time to time in the European Union ("IFRS"), consistently applied except as otherwise noted.

- (b) Such financial statements shall be accompanied by an opinion thereon of independent public accountants of recognized international standing, which opinion shall state that such financial statements present fairly, in all material respects, the financial position of the companies being reported upon and their results of operations and cash flows and have been prepared in conformity with GAAP or IFRS, consistently applied except as otherwise noted, that the examination of such accountants in connection with such financial statements has been made in accordance with generally accepted auditing standards, and that such audit provides a reasonable basis for such opinion in the circumstances.
- (c) Each year's financial statements shall be accompanied by a certificate of the chief financial officer of the Company to the effect that during the Financial Year then ended the Company was in compliance with (i) Section 20.3, (ii) Section 20.4 (setting forth in such certificate the value of the ratio provided for in such Section as at the end of each quarter of such Financial Year) and (iii) Section 20.7 (or setting forth the extent of non-compliance at such time (if any) and the actions taken and being taken to remedy such non-compliance), and has made all deposits or contributions (if any) required by the closure management component of the Company's approved EMP.
- (d) Each year's financial statements shall be accompanied by a listing of all transactions with Affiliates and Related Persons of the Company reflected in such financial statements, identifying the amount of the transaction, the Affiliate or Related Person involved, and the nature of the transaction, certified by the chief financial officer of the Company as being correct and complete. Transactions of the same type with the same entity that are individually immaterial may be aggregated rather than separately listed. The Company shall maintain contemporaneous documentation of each such transaction with any such Affiliate or Related Person evidencing the pricing of the transaction, including all documentation required by the Revenue Code or any regulations issued thereunder.
- (e) Each year's financial statements shall be accompanied by certificate of the chief financial officer of the Company to the effect that (i) with respect to goods or services covered by any Pricing Agreement in effect during the relevant period, the Company's transfer prices during such year were computed in accordance with the requirements of such Pricing Agreement and (ii) with respect to goods or services sold or provided in a transaction between the Company and an Affiliate or a Related Person of the Company which are not covered by such Pricing Agreement, the prices thereof imposed during the relevant period were computed in accordance with Section 20.7.

- (f) If the Minister of Finance determines that it is necessary for it to cause an independent review or audit the Company's records or books, the Company will cooperate to provide the Government with copies of the information, books and records needed to complete the review or audit. If the Government nonetheless deems it necessary for any part of such audit to be performed outside of Liberia, the cost of associated travel will be borne by the Government except to the extent that the Company is unable to provide or procure the provisions of the information, books or records needed to complete the audit in Liberia, in which case the Company shall bear both the reasonable travel cost of a reasonable number of auditors selected by the Minister of Finance to travel to the place where such information, books and records may be obtained and their accommodation costs for a reasonable amount of time necessary to complete their review. The Government agrees that its requests for inspection of information, books or records outside of Liberia shall be reasonable and the justification thereof well-documented.
- (g) Sections 6.1(i) and 11.1(c) of the Exploration Regulations or any equivalent provision under applicable Law shall not apply to the Company, which shall be entitled to keep consolidated books and records in respect of its operations regardless of the number of Exploration Licenses or Mining Licenses it has in effect.

17.5 Compliance with LEITI.

The Company shall comply with requirements of the Liberian Extractive Industries Transparency Initiative with respect to all payments to be made by it to the Government.

SECTION 18 INCIDENTAL RIGHTS AND OTHER MATTERS

18.1 Imports.

The Company may import and use directly for Operations, and subsequently export, any and all machinery, equipment, vehicles, supplies, consumable items, fuels, petroleum products, explosives and any other thing whatsoever reasonably required with respect to Operations. The Company shall at all times comply with applicable Law regarding the safe use, safe, disposal and security of fuels, petroleum products, and explosives.

18.2 Taxes on Resale of Imported Items.

The Company may sell, in Liberia, all imported items that are no longer needed for Operations, except that the Company may not sell explosives, gasoline or diesel within Liberia to third parties without the consent of the Government. If such imported items were exempted in all or part from Taxes and Duties on import into Liberia, then the Company shall upon their sale pay to the general revenue account of the Government those Taxes and Duties payable on such items under applicable Law in effect on the date of sale calculated on the basis of the fair market value of such items on the date of sale as determined in accordance with the Revenue Code and fulfill all formalities required by Law in connection

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with such sales; provided that the Company shall be entitled to export from Liberia, exempt from all Taxes and Duties, any modules, plant, equipment, construction material, machinery, and light and heavy vehicles, spare parts as well as raw materials, intermediate inputs and consumables, including those items referred to in Exhibit 7 to this Agreement, that were previously imported in connection with the Operations which were exempt from any import tax.

18.3 Right to Export Minerals and Other Rights.

The Company (i) may, directly or through appropriate contractual arrangements, market and sell (at arm's length international market and competitive prices) the Product(s) obtained from Operations during the Term of the relevant Mining License to any Person in any country or state, subject in all cases to the provisions of this Agreement, and (ii) subject to its obligations to pay Royalty, Taxes and Duties and other amounts due to the Government under this Agreement, may receive all income and proceeds from such sales and deposit them in banks within Liberia and outside of Liberia of its own choosing, provided that notice has been given by the Company to the Central Bank of Liberia of its choice of external bank and approval thereof by the Central Bank of Liberia has been obtained, if such approval is required under applicable Law.

18.4 Dealership Licenses.

The Company is not entitled to acquire a dealership license under the Mining Law. This restriction does not bar an Affiliate of the Company from acquiring such a license if the Affiliate does not purchase Minerals or Products from the Company.

SECTION 19 ADDITIONAL UNDERTAKINGS OF THE GOVERNMENT

19.1 Access to Information

The Company is entitled to obtain access to geological or other information relating to the Exploration Area that is owned by or subject to the control of the Government in the manner and to the extent provided in the Exploration Regulations.

19.2 Provision of Documents.

Subject to Section 11.1 and except to the extent any such Person may be disqualified by applicable Law, the Government shall promptly furnish to each officer, director, employee and consultant of the Company, or of its Affiliates, contractors and subcontractors, who is not a citizen of Liberia, and to the spouse and minor children of each such Person, all documents and visas necessary to enable such Person to enter and to leave, or travel within, the territory of Liberia.

19.3 Electricity Generation and Transmission.

- (a) The Company shall provide in its Feasibility Report for the installation of one or more Power Plants in order to meet the Company's reasonable needs for conducting Operations in Liberia and to comply with its

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obligations under Section 19.3(b), and in connection with the Power Plants, to construct necessary Infrastructure, provided that any proposed installation of hydropower capacity by the Company shall have the prior approval of the Minister and may not be approved unless sized to utilize the optimal energy potential of the hydropower resources involved, as reasonably determined by the Minister after consultation with internationally recognized hydropower consultants. In all cases, the Company will be subject to, and agrees to comply with, the requirements of any applicable Law regulating the manner in which any such facilities shall be constructed, operated, maintained, repaired or expanded for the safety of the public or protection of the environment. Nothing herein shall be deemed to authorize the Company to construct any Power Plant within the Port or any new port constructed by the Company.

- (b) The parties acknowledge that, in the event the Company constructs a Power Plant at any of its mining sites, such Power Plant shall be designed to generate a quantity of electric energy in excess of the electric energy required by the Company for Operations to supply third party users located within a 10 km radius thereof on a 7 days per week, 24 hours per days basis in accordance with third party user demand from time to time, provided that the Company shall not be required to build a Power Plant in a manner that it generates an excess of more than 10% over the electric energy required by it for Operations; and further provided, that the Company shall only be obligated to provide the power at the gates of any Power Plant and interconnection between the third party consumers and the Power Plant and the distribution of the electricity shall be done on the Government's infrastructure. The Company may charge third party users rates at market price for their power usage. The Company shall provide electric power free of charge to Government agencies in the 10 km radius area surrounding any Power Plant; provided that the Government be responsible for and pay the costs associated with interconnection and distribution of from such Power Plant to such Government agencies.
- (c) To the extent that the electrical energy generated by a Power Plant is used by the Company in connection with Operations or is (with respect to excess energy only) sold to third parties in the manner provided in Section 19.3(b), the Company shall have no liability for any franchise, license or similar fees otherwise imposed by applicable Law on or in connection with the generation or transmission of electricity. All sales to third parties will be subject to any applicable taxes or fees imposed by applicable Law relating to the sale of electricity, including any service tax, and the Company shall be entitled to recover from such third parties an amount equal to the amount any such taxes or fees to the extent assessed against the Company.
- (d) Any Power Plant shall also be designed and constructed so that it can be expanded on a commercially feasible basis to have twice the electricity generating capacity necessary to service Operations.
- (e) As an alternative to Company constructing a Power Plant, the Company shall also provide in its Feasibility Report for the purchase of power from

the Government, including from one or more Government-owned hydropower projects to be located on the St. Paul River, and any Infrastructure necessary to interconnect the Company's facilities with such Government-owned power projects, which Infrastructure shall be constructed by the Company. It is understood that the Company shall have no responsibility to conduct or fund a feasibility study for development of Government-owned hydropower project.

19.4 Communications Facilities, Systems and Frequencies.

The Government will use its reasonable efforts to facilitate:

- (a) the receipt by the Company from the Government of such rights, licenses, registrations, permits and other authorizations as may be required by applicable Law in connection with the possession, use, importation or purchase of such communications systems as are necessary for internal communications, including radio, telecommunications, electronic mail systems, satellite networks, cellular systems, microwave devices and other communications devices and systems subject to the compliance by the Company with the requirements of applicable Law in connection with the receipt of such rights, licenses, registrations, permits and other authorizations; and
- (b) to the extent available from the Government, and as approved by the Liberian Telecommunications Authority (LTA), the obtaining by the Company of the right to utilize, at generally available rates, of such number of broadcast and communications frequencies for domestic and international use as may reasonably be required for Operations; provided that the frequencies used by the Company within the Port or any other port shall be subject to approval by the National Port Authority to avoid interference with other communications uses.

19.5 Right to Water.

The Company shall have the right to access (including by means of extraction) such water supplies as are reasonably required by it for the purposes of carrying out its Operations subject to the payment by the Company of any charges required by applicable Law for the use of water and provided that such access by the Company does not affect the water supplies used by the surrounding population or, to the extent it does so affect water supplies, the Company provides an alternative source of water supply to the affected population.

19.6 Peaceful Enjoyment.

The Government hereby warrants and defends the Company's title to, possession and peaceful enjoyment of, all rights granted to it by the Government under this Agreement, including its right to all Land and property in Liberia in accordance with applicable Law, provided, that the Government shall have no obligations with respect to any claims that may arise out of rights of third parties with respect to Land as to which the Company has acquired rights pursuant to Section 7.1 or Section 7.3(a).

19.7 Expropriation and Non-Discrimination.

Subject to Article 24 of the Constitution of Liberia, the Government undertakes that it shall not, by direct or indirect means, nationalize or expropriate, except (a) pursuant to a public purpose and under the process of law, (b) on a non-discriminatory basis, and (c) upon payment of prompt, just and adequate compensation based on fair market value:

- (a) any Mining Plant, Infrastructure or other property of the Company to the extent used in, connected with or affecting Operations; or
- (b) any Minerals resulting from Operations, the Mining of which is authorized under the Company's Mining License(s), or the Product(s) derived therefrom;
- (c) any equity, shares or ownership interests of whatever nature held in or issued by the Company.

The Government further undertakes not to adopt any provision of Law that imposes a material financial or other burden solely on the Company or any of its Affiliates, whether or not such provision specifically identifies the Company or any of its Affiliates as the target thereof, provided that this provision shall not apply to any Law reasonably intended to protect the safety, health, welfare or security of the Government or citizens of Liberia or to fulfill the Government's international obligations.

19.8 Use of Existing Public Utilities and Facilities; Integration with Company Infrastructure.

- (a) The Company may purchase services from public utilities and other facilities (such as toll bridges, airports and port facilities) operated or provided by the Government, or by any other Person under license or authority of the Government, to the extent adequate (after taking into account the public use thereof and the Company's obligations under Sections 6.6, 6.7 and 19.3 as determined in the reasonable judgment of the Government to meet the Company's needs with respect to Operations. The Government shall ensure that all charges for, and other terms and conditions of, the use by the Company of public infrastructure are fair and reasonable, taking into account the cost of providing such infrastructure and the relative availability of alternatives to the Company and to other users of such infrastructure. The Government may limit the access of the Company to any such infrastructure to the extent necessary to meet the demands of the general public, but in any such case of insufficient capacity to provide for the needs of both the general public and the Company (and users similarly situated with the Company), the Minister and the Company (and such similarly situated users) shall in good faith consider how additional capacity can be provided in a manner that fairly allocates the additional costs of providing and operating capacity in excess of that required by the general public to the Company (and others similarly situated).

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- (b) The Government shall use its reasonable efforts to assist the Company to integrate any item of Infrastructure acquired or constructed by the Company under an approved Feasibility Report with similar existing public utilities or facilities operated or provided by the Government, or by any other Person under license or authority of the Government, to the extent required by the Company and to the extent reasonable in connection with Operations and consistent with the needs of the general public.
- (c) The Government reserves the right (either directly or through such state owned or controlled corporations or entities as are permitted by applicable Law to exercise such a right), on reasonable notice to the Company, after consultation with the Company and subject to the Company's prior written consent if, in the reasonable opinion of the Company, any of the following actions are likely to substantially interfere with the efficient and economic conduct of Operations, to construct roads, highways, railroads, power, telegraph and telephone lines and other lines of communication within the Exploration Area or the Production Areas if such action is in the public interest. The Government will take account of the reasonable concerns of the Company, and seek to minimize any disruption or interruption to the conduct of Operations. In the event of unavoidable disruption or interruption to Operations in a Production Area attributable to such construction, the Company is entitled only to compensation for any verifiable direct, out of pocket additional costs incurred by the Company and attributable to such disruption or interruption. The Government shall indemnify and hold harmless the Company from all claims by third parties for damages attributable to the negligence or misconduct of the Government or contractors retained by the Government in connection with such construction.

19.9 Further Undertakings.

- (a) The Government undertakes that the contributions and payments set out in Sections 8.2, 11.3, 16.1, 16.5, and 16.7 are the exclusive and only payments to be made during the Term with respect to the matters addressed in those Sections.
- (b) The Government undertakes that to the extent that there are any future amendments, additions, revisions, modifications or other changes to any Law applicable to the Company or its Affiliates in relation to Operations that would have the effect of imposing an additional material obligation on the Company or its Affiliates with respect to the matters addressed in this Agreement (which are not otherwise subject to Section 19.9(a)):
- (i) the parties shall agree on appropriate transitional arrangements that will apply to the Company and/or its Affiliates in relation to the introduction of the relevant Law or changes to Law that will provide the Company and/or its Affiliates with a reasonable period of time for the purposes of ensuring compliance with such Law or changes to Law; and



(ii) if the relevant new Law or change in Law results in a delay of more than 30 days in Operations as a consequence of the Company ensuring compliance with such new Law or change in Law, the Company shall notify the Government of such delay (giving reasons for the delay and details of the work required to be undertaken by the Company to ensure compliance with the new Law or change in Law) and the period of time reasonably required by the Company to ensure compliance. To the extent the Company requires an extension to the period of time for Exploration, the time for the designation of a Proposed Production Area or the time for filing a Feasibility Report (as the case may be) it may request an extension of time from the Government equivalent to the period of delay resulting from the work to be undertaken by the Company to ensure compliance with the new Law or change in Law, and the Government shall not unreasonably withhold its consent to such extension. If Company believes that the Government has unreasonably withheld its consent to an extension of time or the parties cannot agree on the period of a required extension, the matter shall be referred to a single arbitrator as provided by Section 27.4.

(c) The Government undertakes that all of the funds that will be provided by the Company under any provision of this Agreement will be used in accordance with applicable anti-corruption laws.

19.10 Status of this Agreement.

(a) Notwithstanding that this Agreement becomes Law following ratification by the Legislature in accordance with Section 2, this Agreement is a contract between the parties which may only be varied in accordance with Section 33.3.

(b) If there are any amendments to Law which are stated not to apply to mine developments agreements issued under the Mining Law then, unless it is specified to the contrary, this Agreement shall be deemed for those purposes to be a mine development agreement under the Mining Law.

SECTION 20 OTHER UNDERTAKINGS OF THE COMPANY

20.1 Indemnification of the Government by the Company.

(a) The Company shall indemnify and hold harmless the Government and its officers and agents from all losses and liabilities incurred as a direct consequence of death or injury to Persons or damage to property directly resulting from the conduct by the Company, including for this purpose the conduct of any contractor described in Section 6.3(f), of its Operations provided that:

(i) the Government shall notify the Company promptly of any suit, action, proceedings, claims, investigations and negotiations made

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- (iv) all liabilities for borrowed money secured by any Lien (whether or not the Company has assumed or otherwise become liable for such liabilities);
- (v) all liabilities of the Company in respect of letters of credit or instruments serving a similar function issued or accepted for its account by banks and other financial institutions representing or supporting the payment of obligations referred to in clauses (i) through (iv) hereof; and
- (vi) any guarantee or similar undertaking of the Company with respect to liabilities of a type described in any of clauses (i) through (v) hereof.

Indebtedness of the Company shall also include all obligations of the Company of the character described in clauses (i) through (vi) to the extent the Company remains legally liable in respect of such obligations notwithstanding that any such obligation is deemed to be extinguished under GAAP or IFRS, as applicable under Section 17.4(a).

- (d) “Restricted Payment” means (i) any dividends or other distributions or payments on capital stock or other equity interest of the Company (except distributions in such stock or other equity interest); and the redemption or acquisition of any stock or other equity interests in the Company or of warrants, rights or other options to purchase such stock or other equity interests (except when solely in exchange for such stock or other equity interests) unless made, contemporaneously, from the net proceeds of a sale of such stock or other equity interests, including any such action resulting in the acquisition by the Company of securities that would constitute treasury stock, and (ii) any payment, repayment, redemption, retirement, repurchase or other acquisition, direct or indirect, by the Company of, on account of, or in respect of, the principal of any subordinated debt (or any installment thereof) held by the Company, any shareholder of the Company, any Affiliate of the Company, or any Affiliate of either.
- (e) The deductibility or other treatment of any interest payments by the Company for purposes of Taxes and Duties shall be governed by the Revenue Code and shall be unaffected by this Section 20.4.

20.5 Provision of Funds and Technical Capability.

The Company shall ensure:

- (a) that it has a prudent capital structure and is provided with adequate funds as and when needed to ensure timely Development and performance of Operations in accordance with and within the limits defined in the approved Feasibility Report and compliance with the requirements of Section 20.4; and

- (b) that it has directly or indirectly the technical skills and experience to carry out its obligations under this Agreement, the Exploration License and each Mining License.

20.6 Guarantees.

- (a) Prior to the Effective Date, the Company has delivered the fully executed and effective Up-Front Payment Guarantee to the Government and the Up-Front Payment Guarantee has not been revoked.
- (b) Prior to the Effective Date, the Company has delivered a fully executed and effective guarantee (the "Parent Guarantee"), dated the date hereof, from each of Sesa Goa, Bloom, and Elenilto (in such capacity, each a "Parent Guarantor"), in the form attached as Exhibit 2A hereto, jointly and severally guaranteeing the performance of the obligations of Bloom and the Company hereunder, and the Parent Guarantee has not been revoked. At all times the Sesa Goa, in its capacity as one of the Parent Guarantors, shall have a Net Worth (by reference to the Net Worth in its latest balance sheet (which balance sheet shall be certified by the chief financial officer of such entity as being true and correct in all material respects)) which is greater than or equal to US\$100,000,000.00 (the "Parent Guarantor Net Worth Requirements").
- (c) Within five Business Days following the Effective Date, the Company shall provide the Government an executed guarantee (the "Exploration Guarantee"), dated effective as of the Effective Date, from Elenilto and Sesa Goa (the "Exploration Guarantor"), in the form attached as Exhibit 2B hereto, guaranteeing the obligations of the Company under Section 10.1 of the Exploration Regulations. At all times Sesa Goa, in its capacity as one of the Exploration Guarantors, shall have a Net Worth (by reference to the Net Worth in its latest balance sheet (which balance sheet shall be certified by the chief financial officer of such entity as being true and correct in all material respects)) which is greater than or equal to US\$10,000,000.00 (the "Exploration Guarantor Net Worth Requirements"). The Company represents that the Exploration Guarantor is an entity that is duly formed and validly existing under the Laws of the jurisdiction of its formation and that, as of the date of the execution of this Agreement, Sesa Goa has a Net Worth in excess of US\$1,000,000,000.
- (d) As a condition to the grant to the Company of a Class A mining license as described in Section 5.5, the Company shall provide the Government an executed guarantee (the "Mining Guarantee") from Elenilto and Sesa Goa (the "Mining Guarantor"), which has a Net Worth (by reference to the Net Worth in the relevant entity's latest balance sheet (which balance sheet shall be certified by the chief financial officer of such entity as being true and correct in all material respects)) which is equal to or greater than US\$100,000,000 (the "Mining Guarantor Net Worth Requirements"), in the form attached as Exhibit 2C hereto, guaranteeing the obligations of the Company under the Environmental Restoration Obligations Funding Agreement, if applicable, and Sections 6.1, 6.2 and 13.1. This provision

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shall not preclude the Government from pursuing other remedies to which it is entitled under this Agreement.

- (e) Section 10.3 of the Exploration Regulations or any other provision under applicable Law relating to the provision of security in connection with the grant of an Exploration license or a Mining license shall not apply. To the extent that there is any inconsistency between the Laws relating to the matters set out in this Section 20.6 (whether in effect at the Effective Date or enacted thereafter) and this Agreement, this Agreement shall prevail.
- (f) The Parent Guarantee, the Exploration Guarantee, the Environmental Restoration Obligations Guarantee (if applicable) and the Mining Guarantee (if applicable) shall remain in effect following termination of this Agreement.

20.7 Transactions with Related Persons.

The Company will not enter into directly or indirectly any transaction or group of related transactions (including the purchase, lease, sale or exchange of properties of any kind or the rendering of any service) with any Affiliate or Related Person of the Company or any Affiliate or Related Person of any shareholder of the Company, except in the ordinary course and pursuant to the reasonable requirements of the Company's business and upon fair and reasonable terms no less favorable to the Company than would be obtainable in a comparable arm's length transaction with a Person not an Affiliate or a Related Person of the Company or such shareholder. Without limiting the generality of the foregoing, (i) each transaction between the Company and an Affiliate or the Company or an Affiliate of a Company shareholder involving Product(s) shall be on the basis of the transfer prices determined pursuant to Section 15.3 and Exhibit 4 and (ii) each transaction between the Company and one of its Affiliates or an Affiliate of a Company shareholder involving items or services other than Product(s) and a price or value in excess of US\$500,000 shall be supported by an external transfer pricing study prepared by one of the "Big Four" international accountancy and professional services firms (a "Big Four Firm") or by another internationally-recognized, independent transfer pricing expert approved in advance by the Minister of Finance (a "Transfer Pricing Study"). All Tax returns of the Company shall be prepared by, or reviewed prior to filing by, a Big Four Firm or by another firm of national reputation in the United States or Europe and shall be prepared and timely filed in accordance such transfer pricing studies. The Ministry of Finance shall be entitled to review any such transfer pricing studies in connection with any audit of any of the Company's Tax returns.

20.8 The Company.

At all times during the Term, (i) the Company shall be a corporation organized under the laws of Liberia, (ii) none of the Affiliates, directors, officers or other Persons described in Section 21.1(c) (whether or not listed on Schedule 3) may be a Prohibited Person, (iii) the Company shall be an "Eligible Applicant" under the Mining Law and (iv) no officer or director of the Company may be a Person described in Sections 4.2(a), (d), (f) or (g) of the Mining Law.

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SECTION 21 REPRESENTATIONS AND WARRANTIES

21.1 Representations and Warranties of the Company.

The Company represents and warrants to the Government at the date of this Agreement and on the Effective Date as follows:

- (a) The Company is a corporation duly organized, validly existing and in good standing under the laws of Liberia, and has the corporate power and authority to execute, deliver and perform its obligations under this Agreement.
- (b) This Agreement has been duly authorized by all necessary corporate action on the part of the Company, and this Agreement constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
- (c) Schedule 3 contains (except as otherwise noted) complete and correct lists or tables setting forth:
 - (i) the Company's shareholders;
 - (ii) the Company's Affiliates showing forth, in each case, its relationship to the Company and the jurisdiction in which it is organized;
 - (iii) the directors and senior officers of the Company, each shareholder of the Company, and each Person or Group deemed to Control the Company, and

each Person or Group that is the ultimate beneficial owner of 5% or more of (x) the voting rights ordinarily empowered to control the management of the Company or (y) the rights to share in the profits of the Company, and the chain through which such rights are exercised.

- (d) None of the Affiliates, directors, officers or other Persons identified in Schedule 3 is a Prohibited Person. The Company is an "Eligible Applicant" under the Mining Law and no officer or director of the Company is a Person described in Sections 4.2(a), (d), (f) or (g) of the Mining Law.
- (e) The execution, delivery and performance by the Company of this Agreement will not (i) contravene, result in any breach of, or constitute a default under, any agreement or instrument to which the Company is a party or by which it or any of its properties are bound or affected, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator

or governmental authority, applicable to the Company or (iii) violate any provision of any statute or other rule or regulation of any governmental authority applicable to the Company.

- (f) There are no actions, suits, investigations or proceedings pending or, to the knowledge of the Company, threatened, against or affecting the Company or any property of the Company in any court or before any arbitrator of any kind or before or by any governmental authority that call into question the right of the Company to enter into and perform its obligations under this Agreement or that, if resolved against the Company, would materially adversely affect its ability to perform its obligations under this Agreement.
- (g) Neither the Company, nor any of the Company's Affiliates, has been determined under any order, judgment, decree or ruling of any court, arbitrator or governmental authority to be in material violation of (i) any applicable Law, ordinance, rule or regulation relating to the protection of the environment of any governmental authority or (ii) any agreement pursuant to which it is entitled to extract Minerals or hydrocarbons under the laws of any jurisdiction
- (h) The Company has the experience, finance, expertise, technical know-how and systems required for the conduct of the activities contemplated by this Agreement.
- (i) None of the Company, any Affiliate of the Company or any Person acting on behalf of the Company or any Affiliate of the Company has made or promised to make any payment or transfer of anything of value, directly or indirectly, to or for the benefit of an Official or an Official's family member or to an intermediary for payment to or for the benefit of an Official or an Official's family member in connection with this Agreement or the transactions contemplated hereby. (For the purposes of this paragraph, "Official" means (i) any employee or officer of the Government, including any regional or local department or agency or instrumentality thereof, (ii) any employee or officer of any enterprise owned or controlled by the Government, (iii) any official of a political party in Liberia, (iv) any official or employee of a public international organization, (v) any other person acting in an official capacity for, or on behalf of, any of the entities described in clauses (i) through (iv), or (vi) any candidate for political office in Liberia.)

For the avoidance of doubt, this Section 21.1 shall apply in substitution of Section 4.2(d) of the Exploration Regulations, which shall not apply to the Company.

21.2 Representations and Warranties of the Government.

The Government represents and warrants to the Company that on the Effective Date, the execution, delivery and performance of this Agreement will have received all necessary governmental approvals and authorizations and will constitute the legal, valid and binding obligation of the Government.

21.3 Representations, Warranties, and Undertakings of the Shareholders and Sesa Goa.

(a) Elenilto represents and warrants to the Government at the date of this Agreement and on the Effective Date as follows: (i) it is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and has the limited liability company power and authority to execute, deliver and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized by all necessary limited liability company action on the part of Elenilto, and this Agreement constitutes a legal, valid and binding obligation of Elenilto enforceable against it in accordance with its terms, except as such enforceability may be limited by (A) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (B) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); (iii) the execution, delivery and performance by Elenilto of this Agreement will not (A) contravene, result in any breach of, or constitute a default under, any agreement or instrument to which it is a party or by which it or any of its properties are bound or affected, (B) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or governmental authority, applicable to it or (C) violate any provision of any statute or other rule or regulation of any governmental authority applicable to it; (iv) there are no actions, suits, investigations or proceedings pending or, to the knowledge of Elenilto, threatened, against or affecting it or any of its properties in any court or before any arbitrator of any kind or before or by any governmental authority that call into question the right of the Elenilto to enter into and perform its obligations under this Agreement or that, if resolved against Elenilto, would materially adversely affect its ability to perform its obligations under this Agreement; (v) the representation and warranty of the Company set forth in Sections 21.1(c) and (d) are true and correct; and (vi) none of Elenilto, its Affiliates or any Person acting on behalf of Elenilto or its Affiliates has made or promised to make any payment or transfer of anything of value, directly or indirectly, to or for the benefit of an Official or an Official's family member or to an intermediary for payment to or for the benefit of an Official or an Official's family member in connection with this Agreement or the transactions contemplated hereby.

(b) Bloom represents and warrants to the Government at the date of this Agreement and on the Effective Date as follows: (i) it is a corporation, duly organized, validly existing and in good standing under the laws of Mauritius, and has the corporate power and authority to execute, deliver and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized by all necessary corporate action on the part of Bloom, and this Agreement constitutes a legal, valid and binding obligation of Bloom enforceable against it in accordance with its terms, except as such enforceability may be limited by (A) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (B) general principles of

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equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); (iii) the execution, delivery and performance by Bloom of this Agreement will not (A) contravene, result in any breach of, or constitute a default under, any agreement or instrument to which it is a party or by which it or any of its properties are bound or affected, (B) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or governmental authority, applicable to it or (C) violate any provision of any statute or other rule or regulation of any governmental authority applicable to it; (iv) there are no actions, suits, investigations or proceedings pending or, to the knowledge of Bloom, threatened, against or affecting it or any of its properties in any court or before any arbitrator of any kind or before or by any governmental authority that call into question the right of the Bloom to enter into and perform its obligations under this Agreement or that, if resolved against Bloom, would materially adversely affect its ability to perform its obligations under this Agreement; (v) the representation and warranty of the Company set forth in Sections 21.1(c) and (d) are true and correct; and (vi) none of Bloom, its Affiliates or any Person acting on behalf of Bloom or its Affiliates has made or promised to make any payment or transfer of anything of value, directly or indirectly, to or for the benefit of an Official or an Official's family member or to an intermediary for payment to or for the benefit of an Official or an Official's family member in connection with this Agreement or the transactions contemplated hereby.

- (c) Sesa Goa represents and warrants to the Government at the date of this Agreement and on the Effective Date as follows: (i) it is a company, duly organized, validly existing and in good standing under the laws of India, and has the corporate power and authority to execute, deliver and perform its obligations under this Agreement; (ii) this Agreement has been duly authorized by all necessary corporate action on the part of Sesa Goa, and this Agreement constitutes a legal, valid and binding obligation of Sesa Goa enforceable against it in accordance with its terms, except as such enforceability may be limited by (A) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (B) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); (iii) the execution, delivery and performance by Sesa Goa of this Agreement will not (A) contravene, result in any breach of, or constitute a default under, any agreement or instrument to which it is a party or by which it or any of its properties are bound or affected, (B) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or governmental authority, applicable to it or (C) violate any provision of any statute or other rule or regulation of any governmental authority applicable to it; (iv) there are no actions, suits, investigations or proceedings pending or, to the knowledge of Sesa Goa, threatened, against or affecting it or any of its properties in any court or before any arbitrator of any kind or before or by any governmental authority that call into question the right of the Sesa Goa to enter into and perform its obligations







under this Agreement or that, if resolved against Sesa Goa, would materially adversely affect its ability to perform its obligations under this Agreement; (v) the representation and warranty of the Company set forth in Sections 21.1(c) and (d) are true and correct; and (vi) none of Sesa Goa, its Affiliates or any Person acting on behalf of Sesa Goa or its Affiliates has made or promised to make any payment or transfer of anything of value, directly or indirectly, to or for the benefit of an Official or an Official's family member or to an intermediary for payment to or for the benefit of an Official or an Official's family member in connection with this Agreement or the transactions contemplated hereby.

- (d) Without limitation to its capacity as Guarantor, Elenilto, Bloom, and any other Person that becomes a Shareholder and Sesa Goa shall be jointly and severally liable for all obligations and liabilities of the Company under this Agreement.

- SECTION 22 CONFIDENTIALITY

22.1 The Agreement.

This Agreement is not confidential, and the Company is not entitled to confidential treatment of information relating to this Agreement except as expressly provided in the Exploration Regulations and set out in Section 22.2. The Government or the Company may, and the Government expects to, make public information relating to the timing and amount of Royalties and other payments specifically due or paid under the terms of this Agreement or of Taxes and Duties payable or paid by the Company or the rates at which Royalties, Taxes and Duties or other payments become due or are assessed.

22.2 Other Information.

- (a) Subject to the limitations set out in Section 22.2(b) and subject to Section 22.1, for a period of three years from disclosure, each party agrees not to divulge information designated in writing by the other party at the time of delivery as confidential information or which relates to the Company's Products, Operations, processes, plans or intentions, Product information, know-how, design rights, trade secrets, market opportunities and business and financial affairs ("Confidential Information") to any other Person without the prior written consent of the designating party. By designation of information as Confidential Information a party will be deemed to have represented that after review of such information it has reasonably determined that the release of such information to third parties would materially adversely affect the party or its economic well-being.
- (b) Confidential Information does not include information that:
- (i) was publicly available or otherwise known to a party prior to the time of disclosure to it and not subject to a confidentiality obligation;

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- (ii) subsequently becomes publicly known through no act or omission by a party;
 - (iii) constitutes financial statements delivered to the Government under Section 17.4 that are otherwise publicly available;
 - (iv) is of scientific rather than commercial value, such as geological and geophysical data relating to areas in which the Company no longer holds a valid Exploration License and has not designated as a Proposed Production Area; or
 - (v) has been disclosed pursuant to generally applicable Law or a final order of any court having jurisdiction that is not subject to appeal.
- (c) Each party will maintain the confidentiality of Confidential Information disclosed to it in a manner consistent with procedures adopted by such party to protect its own confidential information, provided that such party may deliver or disclose Confidential Information to:
- (i) its Affiliates, and its Affiliates' financial, legal and other professional advisors of the party or its Affiliates (to the extent such disclosure reasonably relates to the administration of this Agreement); or
 - (ii) any other Person to which such delivery or disclosure may be necessary or appropriate (A) to effect compliance with any law, rule, regulation or order applicable to such party, (B) in response to any subpoena or other legal process, (C) in connection with any litigation to which such party is a party if reasonably considered necessary to protect such party's position in such litigation or (D) if an Event of Default has occurred and is continuing but only to the extent such party reasonably determines such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under this Agreement.

SECTION 23 ASSIGNMENTS, TRANSFERS AND CHANGES OF CONTROL

The restriction on Transfers contained in Section 23.1 and the restriction on Changes of Control in Section 23.4 are to be independently applied.

23.1 General Transfer Rule

No Transfer of (1) this Agreement or a Mining License, or (2) any rights of the Company in a Mine or any Immovable Infrastructure (other than in the ordinary course of renewal and replacement of its properties and other than Transfers of Product(s) in the ordinary course of business) is permitted unless the Transfer (i) has received the prior written consent of the Government, which consent may be given or withheld in its sole discretion, or (ii) is otherwise permitted under the terms of Section 23.2, 23.3 or 23.6. Unless the Company has received the prior written consent of the Government, which consent may be given or withheld in its

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sole discretion, the Company may not Transfer any Exploration License relating to the Exploration Area independently of a Transfer of this Agreement; any Transfer by the Company of all of this Agreement shall be deemed to include a Transfer of all rights of the Company under any such Exploration License.

23.2 Permitted Transfer to an Affiliate

- (a) A Transfer of (1) this Agreement and each Mining License or Exploration License issued pursuant to this Agreement (if any), and (2) all rights of the Company in the Mine, Mining Plant, Infrastructure (i) to an Affiliate or (ii) as a consequence of a merger or consolidation of the Company with an Affiliate of the Company in which the Company is not the survivor, is permitted if:
- (i) at the time of the consummation of such transaction the Company has not been notified by the Government that it is in material default in the performance of its obligations or the discharge of its liabilities under this Agreement (other than any obligations that have been waived by the Government or defaults that have been cured by the Company to the reasonable satisfaction of the Government) and no order suspending Work by the Company issued under Section 24 of this Agreement or Section 16 of the Exploration Regulations is outstanding and unresolved;
 - (ii) such transaction is not otherwise in violation of applicable Law;
 - (iii) such transaction does not result in a Change of Control; and
 - (iv) the survivor or transferee, as the case may be, is (x) a corporation organized and validly subsisting under the laws of Liberia and (y) an "Eligible Applicant" under the Mining Law and a Permitted Transferee under Section 23.8, and delivers to the Minister, the Minister of Finance and the Chairman of the National Investment Commission prior to the consummation of such Transfer:
 - (A) its agreement, in the form of a deed of adherence to this Agreement or a novation of this Agreement, to assume and perform or discharge all of the obligations and liabilities of the Company under this Agreement and each Mining License;
 - (B) its written representations and warranties to the effect set forth in Section 21.1 stated to be true and correct as of a time immediately after giving effect to such Transfer;
 - (C) the confirmation of the Company, if it continues to exist following such transaction, that it remains liable for the performance and discharge of its obligations and liabilities under this Agreement and each such Mining License, unless otherwise agreed by the Minister; and

- (D) the confirmation of the Guarantors that the Guarantees provided pursuant to Section 20.6, to the extent required, to apply to the survivor or transferee, as the case may be.
- (b) Any failure by the Government to give notice to the Company in accordance with clause (i) of Section 23.2(a) shall not affect the Government's rights and remedies under this Agreement to the extent the Company was in default in a material respect in the performance of its obligations or the discharge of its liabilities under this Agreement or under the Exploration Regulations, which have not been cured to the reasonable satisfaction of, or waived by, the Government.

23.3 Permitted Transfer to a Person not an Affiliate.

A Transfer of (1) this Agreement and each Mining License issued pursuant to this Agreement (if any), and (2) all rights of the Company in the Mine, Mining Plant, Infrastructure (i) to a Person not an Affiliate of the Company or (ii) as a consequence of a merger or consolidation of the Company with a Person not an Affiliate of the Company in which the Company is not the survivor, is permitted if each of the requirements of Section 23.2(a) is satisfied other than clause (iii) of Section 23.2(a) and clause (iv)(D) of Section 23.2(a) and in addition the survivor or transferee, as the case may be,

- (a) has demonstrated to the satisfaction of the Government, acting reasonably, that it has directly or indirectly the technical skills, experience and financial resources necessary (or could be reasonably expected to obtain the financial resources necessary as evidenced by a viable financing plan, which is supported by an appropriate commitment letter from any provider of finance) to carry out its obligations under this Agreement, each Exploration License and each Mining License; and
- (b) has delivered to the Minister of Finance guarantees, to the extent required, in the form and from an entity or entities required by Section 20.6 guaranteeing the specified obligations of the survivor or the transferee, as the case may be.

If the Government objects to any proposed survivor or transferee on the basis that such proposed survivor or transferee does not satisfy the requirements specified in Section 23.3(a), it shall notify in writing its objection to the Company, giving reasons therefor, within one month from the date it receives notification from the Company that it proposes to make a permitted Transfer in accordance with this Section 23.3. If the Company has not received such notification from the Government within one month from the date the Government received its notification of a proposed permitted Transfer, the proposed survivor or transferee shall be treated as having satisfied the requirements specified in Section 23.3(a).

23.4 General Change of Control Rule.

No Change of Control of the Company is permitted unless it has received the prior written consent of the Government or is otherwise permitted under the terms of



Section 23.5 or 23.6. For the avoidance of doubt, the granting of any pledge, mortgage, charge or other encumbrance, which, if exercised would result in a Change of Control, will not be treated as a Change of Control until exercised.

23.5 Permitted Changes of Control.

- (a) A Change of Control with respect to the Company is permitted if the Change of Control occurs solely by operation of a Transfer otherwise permitted under Section 23.3 or if:
- (i) at the time of the Change of Control the Company has not been notified by the Government that it is in material default in the performance of its obligations or the discharge of its liabilities under this Agreement (other than any obligations that have been waived by the Government or defaults that have been cured by the Company to the reasonable satisfaction of the Government) and no order suspending Work by the Company issued under Section 24 of this Agreement or Section 16 of the Exploration Regulations is outstanding and unresolved;
 - (ii) the Company delivers to the Government prior to the Change of Control its written representations and warranties to the effect set forth in Section 21.1 stated to be true and correct as of a time immediately after giving effect to such Change of Control;
 - (iii) the Company has demonstrated to the satisfaction of the Government, acting reasonably, prior to the Change of Control that after giving effect to the Change of Control it will have directly or indirectly the technical skills, experience and financial resources necessary (or could be reasonably expected to obtain the financial resources necessary as evidenced by a viable financing plan, which is supported by an appropriate commitment letter from any provider of finance) to carry out its obligations under this Agreement, each Exploration License and each Mining License; and
 - (iv) prior to the Change of Control, either the Guarantors under the Guarantees issued pursuant to Section 20.6 have confirmed to the Minister of Finance in writing the continued effectiveness of the Guarantees notwithstanding the Change of Control or the Company has delivered to the Minister of Finance new Guarantees in the form and from an entity or entities required by Section 20.6 guaranteeing the specified obligations of the Company under this Agreement.
 - (v) prior to the Change of Control, the withholding tax imposed pursuant to Section 14.3 has been paid.
- (b) If the Government objects to any Changes of Control on the basis that following such proposed Change of Control the Company would not satisfy the requirements specified in clause (iii) of Section 23.5(a), it shall

notify in writing its objection to the Company, giving reasons therefor, within one month from the date it receives notification from the Company that it proposes to make a permitted Change of Control in accordance with this Section 23.5. If the Company has not received such notification from the Government within one month from the date the Government received its notification of a proposed permitted Change of Control, the Company shall be treated as having satisfied the requirements specified in clause (iii) of Section 23.5(a) following such Change of Control.

- (c) Any failure by the Government to give notice to the Company in accordance with clause (i) of Section 23.5(a) shall not affect the Government's rights and remedies under this Agreement to the extent the Company was in default in a material respect in the performance of its obligations or the discharge of its liabilities under this Agreement or under the Exploration Regulations (as modified by this Agreement), which have not been cured to the reasonable satisfaction of, or waived by, the Government.
- (d) If a Person who acquires Control is a wholly-owned subsidiary of a Person who has Control and such acquiring Person continues to have Control after such transaction then such transaction will not be treated as a Change of Control.

23.6 Right to Encumber, and Related Transfers and Changes of Control.

The Company may mortgage, charge or otherwise encumber (collectively, a "Mortgage"), in a single financing, all but not less than all of its interest under this Agreement and each Mining License as security for an obligation or indebtedness as contemplated by Section 9.18 of the Mining Law if such Mortgage also covers all right, title and interest of the Company in the Mine, Mining Plant, Infrastructure and related equipment (collectively with its rights under this Agreement and each such Mining License, the "Mortgaged Property") and the holder of such Mortgage agrees in writing with the Minister prior to the granting of such Mortgage that it will cause a foreclosure or other exercise of remedies under such Mortgage against the rights of the Company in the Mortgaged Property to occur only if:

- (a) the exercise of remedies results in a Transfer of 100% of the interest of the Company in the Mortgaged Property to a corporation other than the Company organized and validly subsisting under the laws of Liberia;
- (b) the transferee delivers to the Minister, the Minister of Finance and the Chairman of the National Investment Commission prior to such Transfer
 - (i) its agreement, in form and substance reasonably satisfactory to the Minister, the Minister of Finance and the Chairman of the National Investment Commission to assume and perform or discharge all of the obligations and liabilities of the Company under this Agreement and each such Mining License;

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- (i) evidence that all required consents or approvals of the EPA and any other agencies of the Government to the grant of such Mortgage have been obtained; and
 - (iii) its written representations and warranties to the effect set forth in Section 21.1 stated to be true and correct as of a time immediately after giving effect to such Transfer;
- (c) the transferee has demonstrated prior to such Transfer to the reasonable satisfaction of the Minister, the Minister of Finance and the Chairman of the National Investment Commission that it has the technical skills, experience, and financial resources necessary to carry out its obligations under this Agreement and, where relevant, each Mining License; and
- (d) all outstanding failures of the Company to make any payments due to the Government under this Agreement have been cured at the time of such Transfer (including a failure to pay royalties due but excluding any failure to pay taxes due on income or profits), and the transferee has undertaken to cure all other defaults of the Company then existing (to the extent they can be cured by an entity other than the Company) within 270 days of the date of the transfer.

Any exercise of remedies under a Mortgage in compliance by such holder in accordance with the requirements set forth in this Section 23.6 is both a permitted Transfer and a permitted Change of Control.

If requested, the Minister, acting on behalf of the Government, will enter into an agreement with any such holder embodying the terms of this Section 23.6 at the time any such Mortgage is granted.

Notwithstanding the foregoing provisions of this Section 23.6, the Company may grant purchase money security interests in any Movable property owned by it. Any other partial assignment shall be subject to the Government's prior written approval.

23.7 Reissue of Mining License in Name of Transferee; Mining License Invalid unless Reissue Request Timely Received.

The Minister shall reissue in the name of the transferee any Mining License that is the subject of a Transfer permitted under this Section 23 within 30 days after receipt of a transfer request from the transferor or the transferee. A Mining License becomes invalid 90 days after a Transfer otherwise permitted under this Section 23 unless a request to reissue the Mining License in the name of the transferee is received by the Minister within such 90-day period.

23.8 Permitted Transferee.

A "Permitted Transferee" is a Person permitted to hold a Mining License under the Mining Law who (i) is not a Prohibited Person, does not have an officer or director who is a Prohibited Person, and is not controlled by a Prohibited Person, and (ii) as to which no Person or Persons holding in the aggregate (x) in excess of

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5% of the voting rights ordinarily empowered to control the management of such Person or (y) in excess of 5% of the rights to share in the profits of such Person is or are Prohibited Persons. A "Prohibited Person" is a Person that has been (i) identified as such in regulations issued under the authority of the Ministry of Finance and the Ministry of Justice and applicable to the holders of licenses issued under the Mining Law, (ii) has been identified as being subject to sanctions by any member organization that Government is a member of, or with which Government has entered into treaties or other agreements with, provided such person has been provided due process under the law, or (iii) has been identified by Government as a Person that would pose a serious risk to the national security, public health and safety or the economic or political stability of Government. A "Prohibited Person" also includes any Person that issues bearer shares or other instruments to evidence ownership of such Person that do not permit the identification of the owners of such Person.

23.9 Responsibility of Licensee.

It is the responsibility of the Company and its Controlling Persons to ensure that Management Rights with respect to the Company are structured and held in such a manner that transfers of such rights are made in compliance with the Change of Control provisions of this Section 23.

23.10 Disclosure; Consents; Exceptions; Fees.

- (a) If the Minister questions whether a Transfer or a Change of Control occurred without a required consent, the Company has the burden of demonstrating that consent was not required
- (b) A Transfer or a Change of Control does not comply with the requirements of this Section 23 if any representations and warranties required to be delivered in connection with such Transfer or Change of Control were not true and correct in any material respect as of the date as of which they were made.
- (c) A Mining License the subject of a Transfer in violation of this Section 23 becomes invalid upon such Transfer. A Mining License the subject of a Change of Control in violation of this Section 23 becomes invalid 30 days after the occurrence of such Change of Control unless the transaction(s) constituting such Change of Control are reversed within such 30-day period and the Company within such 30-day period reports to the Minister such occurrence and the steps taken to reverse it within five days after the end of such 30-day period.
- (d) A Ministerial or Governmental consent required under this Section 23 will not be given prior to payment of the processing fee provided under Section 16.1(f).
- (e) For the avoidance of doubt, this Section 23 shall apply in substitution of Section 15 of the Exploration Regulations, which shall not apply to the Company or its Affiliates. To the extent that there is any inconsistency between the Laws relating to the matters set out in this Section 23



(whether in effect at the Effective Date or enacted thereafter) and this Agreement, this Agreement shall prevail.

23.11 Terms used in Section 23.

For the purpose of this Section 23 a "Controlling Person" is a Person who Controls the Company or who is a member of a Group that Controls the Company; and if a trust or other entity holds the rights to share in the profits of a Person, the beneficiaries of such trust are deemed to hold the rights to share in the profits of that Person.

SECTION 24 SUSPENSION

24.1 Power of Minister to Suspend Work.

The Exploration Regulations govern the right to suspend Work during the term of the Exploration License subject to the terms of this Agreement. After the issuance of a Mining License pursuant to Section 5 the Minister may order the suspension of all or the relevant portion of any Operations being carried on by the Company under the authority of this Agreement and such Mining License if any of the following events or conditions relating to the Company has occurred and is continuing:

- (a) the Company did not pay a surface rent payment when due and the failure is not cured within 15 days after the Company receives notice of the failure from the Minister or the Minister of Finance; or
- (b) the Minister has determined that continuation of such Operations would constitute a material continuing violation of Section 9.1 or would otherwise pose significant risks to the health and safety of workers engaged in or affected by such Operations or of individuals residing in or near any Production Area or any other area in which the Company is conducting Operations; or
- (c) an environmental assessment and audit under Section 13 has demonstrated, or the Minister or the EPA, as the case may be, has determined (acting reasonably) that there exist material failures to comply with the approved EMP and the Company has not remedied such failures to the satisfaction of the Minister or the EPA (acting reasonably), as the case may be, within 90 days from notice to the Company from either of them as to the nature of such failures; or
- (d) the Company is in violation of Section 6.3(b) (other than an isolated immaterial violation); or
- (e) the Company is conducting Mining Operations outside of the Production Area that is the subject of such Mining License; or
- (f) the Company is in breach of any its obligations under Section 20.4 or Section 20.8 and has not cured such breach within 90 days after receiving notice from the Minister of such breach; or

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- (g) the Company is in material breach of any its obligations under Section 17.4 or Section 20.3 and has not cured such breach within 90 days after receiving notice from the Minister of such breach; or
- (h) the Company is in default of its obligation to pay Royalties under Section 15.1 in excess of US\$100,000, and such default has not been cured within 30 days after notice from the Minister or the Minister of Finance.

24.2 Order Suspending Work.

Except as provided in the following sentence, a suspension order shall be in writing and signed by the Minister, and will be effective the Business Day following its receipt by the Company at its address for notices, or, if delivered to the person in charge at a field office or other location at which the Operations to be suspended are being performed, is effective on delivery. An order of suspension based on a violation of Section 9.1 that has resulted in (or is determined by the Minister to create a serious risk of resulting in) death or severe personal injury may be given by telephone confirmed in writing within 24 hours, and is effective immediately. Any suspension order (except a telephone order under the preceding sentence) shall set forth in a summary manner the facts relied upon for the issuance of the order and the name, location and telephone number of a responsible person at the Ministry (or the Ministry of Finance, as the case may be) who may be contacted for additional information. Subject to Section 24.5, neither the Company's payment obligations under nor the term of this Agreement or the term of the relevant Mining License are suspended by an order of suspension under this Section.

24.3 Compliance with Suspension Order.

The Company shall comply with an order of suspension properly given under this Section 24 until such order is withdrawn (or deemed withdrawn) pursuant to Section 24.4 or is directed to be withdrawn pursuant to an administrative order in a hearing held pursuant to the Administrative Procedure Act of Liberia, or an order in a judicial proceeding, or pursuant to an arbitration under Section 27.

24.4 Resumption of Work.

The Company may at any time submit a request that a suspension order be withdrawn, setting forth in reasonable detail the facts and circumstances relied upon to demonstrate the elimination or correction of the event or condition that supported the issuance of the order. The Minister shall withdraw the order if the event or condition no longer exists or has been remedied to the satisfaction of the Minister, acting reasonably. If within ten Business Days of receiving such submission the Minister neither grants such request nor notifies the Company of the reasons for not granting such request, the order involved will be deemed withdrawn. If within five Business Days of receiving a resubmitted request for withdrawal of the same order, the Minister does not either grant such request or give notice to the Company setting forth reasons for not granting such request, the order involved will be deemed withdrawn. The initial and each subsequent resubmission (if any) shall be conspicuously marked to show all changes (additions and deletions) from the previous submission.



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24.5 Suspension Order Incorrectly Given.

In the event that the Government issues an order of suspension and the Company disputes the existence of a breach or otherwise disputes the validity of such an order, any dispute shall be resolved in the manner set out in Section 27. In the event that an arbitral award determines that the suspension order was incorrectly given, the Company shall, as the case may be, (i) obtain an extension of time equivalent to the amount of time the suspension order was in effect in relation to the time for Exploration, the time for the designation of a Proposed Production Area and the time for filing a Feasibility Report or (ii) if it has been determined that a Company Event of Default under Section 25.2(e) is directly attributable to the incorrectly given order, be excused from such Company Event of Default for a period reasonably necessary to cure such Company Event of Default.

SECTION 25 EVENTS OF DEFAULT; TERMINATION

25.1 Government Events of Default.

A "Government Event of Default" shall exist:

- (a) if (i) the Government shall have failed to comply with its material obligations under this Agreement and such failure has had a Material Adverse Effect on the Company, (ii) such failure is continuing for more than 90 days after the Company notifies the Government of such failure and (iii) within such 90 day period the Government has not cured the adverse impact of such failure; or
- (b) any representation or warranty of the Government contained in Section 21.2 proves to be false or incorrect in any material respect on the date as of which made.

25.2 Company Events of Default.

A "Company Event of Default" shall have occurred if any of the following conditions or events shall occur and be continuing:

- (a) the Company shall have failed to make any payment of surface rent and, subject to Section 25.3, such failure not cured within 15 days of notice from the Minister or the Minister of Finance; or
- (b) the Company shall have failed to make any other payment due under this Agreement, the Exploration Regulations, any Mining License issued pursuant to this Agreement or any undertaking of the Company provided for in this Agreement and, subject to Section 25.3, such failure is not cured within 30 days of notice from the Minister or the Minister of Finance; or
- (c) Standard Chartered Bank shall revoke the Up-Front Payment Guarantee; or
- (d) any Parent Guarantor, the Exploration Guarantor or the Mining Guarantor (if applicable) shall revoke the Parent Guarantee, the Exploration Guarantee or the Mining Guarantee, as applicable, or the applicable

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Guarantor shall no longer satisfy the applicable Guarantor Net Worth Requirements, and the Company shall have failed to provide a replacement Parent Guarantee, Exploration Guarantee or Mining Guarantee (if applicable) provided by a Person which meets the applicable Guarantor Net Worth Requirements within 90 days after receipt of notice thereof from the Minister or the guarantor under Environmental Restoration Obligations Guarantee is no longer an Acceptable Third Party Financial Institution and the Company shall have failed to provide a replacement guarantor in accordance with Section 5.7(c); or

- (e) any representation or warranty of the Company contained in Section 21.1 or Section 20.6(a) proves to have been false or incorrect in any material respect on the date as of which made; or
- (f) the Company shall default in the performance of any other material obligation of the Company under this Agreement, any Mining License, the Environmental Restoration Obligations Funding Agreement (if applicable) or any undertaking of the Company provided for in this Agreement and shall have failed to cure such default within 60 days after notice thereof from the Minister (from the Minister of Finance, in the case of a failure to pay any Taxes and Duties within the grace period provided by applicable Law); or
- (g) the Company shall (i) voluntarily make an assignment of all or substantially all of its assets for the benefit of creditors other than an assignment made to secure indebtedness incurred in the ordinary course of business, (ii) file a petition or application to any tribunal for the appointment of a trustee or receiver for all or any substantial part of its assets, (iii) commence any proceedings for its bankruptcy, reorganization, arrangement (other than a scheme of arrangement not involving an insolvent company) or insolvency under any laws applicable it whether now or hereafter in effect, or if any such petition or application is filed, or any such proceedings are commenced against it, indicate its approval thereof, consent thereto or acquiescence therein, or (iv) if any order is entered appointing any such trustee or receiver, or adjudicating it bankrupt or insolvent, or approving the petition in any such proceedings, permit such order to remain in effect for more than 90 days.

25.3 Disputed Payments.

If the Company is notified by the Minister or the Minister of Finance in accordance with Section 25.2 that it has failed to make any payment due under this Agreement, the Exploration Regulations (as modified by this Agreement), any Mining License issued pursuant to this Agreement or any undertaking of the Company provided for in this Agreement (a "Payment Notice"), and the Company disputes part or all of the amount which is the subject of the Payment Notice, it shall, within ten Business Days of receipt of the Payment Notice, notify the Minister or the Minister of Finance of that fact, giving reasons therefor. To the extent the parties are unable to resolve the dispute within a reasonable period of time (taking into account the subject matter of the dispute), the parties shall resolve such dispute in accordance with Section 27. Nothing in this Section 25.3



shall relieve the Company from being obliged to pay any undisputed amount which is the subject of a Payment Notice within the time periods referred to in Section 25.2.

25.4 Nature of Notice of Default.

Any notice of an alleged Event of Default by either party shall identify with reasonable clarity the principal provision or provisions with respect to which the default arises and the facts alleged to constitute such default.

25.5 Notice of Termination; Termination When a Mortgage Exists; Arbitration of Disputes as to Existence of Event of Default.

- (a) If an Event of Default with respect to a party has occurred and is continuing, the other party may give the defaulting party notice of termination (a "Termination Notice"). This Agreement and each Exploration License or Mining License shall terminate 60 days after receipt of the Termination Notice by the defaulting party (or at such later time as may be provided in the Termination Notice), subject to Sections 25.5(b) and (c).
- (b) If a Mortgage permitted under Section 23.6 exists, the Termination Notice will not be effective so long as the Company, the holder of the Mortgage and the responsible officer of any relevant tribunal referred to in Section 25.2(f) are diligently seeking to transfer the rights and obligations of the Company under this Agreement, any Mining License, the Mine and substantially all of the Mining Plant, Infrastructure and related property of the Company to a transferee that would be permitted under Section 23 so long as (i) such a transfer is completed within 18 months from the commencement of such proceedings, (ii) the operations of the Company continue on a commercial scale throughout such period (subject to Force Majeure) in substantial compliance with the requirements of this Agreement and the relevant Mining License, and (iii) the Company becomes and remains in compliance with its EMP and its payment obligations under this Agreement.
- (c) Any dispute relating to the existence of an Event of Default, its remedy and any purported termination in connection therewith pursuant to this Section 25 shall be resolved in the manner set out in Section 28. If a party asserts the existence of an Event of Default and the other party refers to arbitration in accordance with Section 27 a dispute as to the existence of such Event of Default, termination of this Agreement may not take effect other than after the finality of, and in accordance with, an arbitration award upholding the existence of such Event of Default. In the event that an arbitration award upholds the existence of such Event of Default, the party in default shall be entitled to cure the default in accordance with the relevant cure period specified in this Section 25. Failure to cure the default within such period shall entitle the non-defaulting party to terminate this Agreement in accordance with Section 25.5(a). The Company shall reimburse the Government for all expenses incurred by it in connection with arbitration held pursuant to this Section 25.5(c) if the

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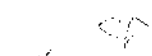
Government's determination that a Company Event of Default exists is upheld in the arbitration. The Government shall reimburse the Company for all expenses incurred by it in connection with arbitration held pursuant to this Section 25.5(c) if the Company's determination that a Government Event of Default exists is upheld in the arbitration. For the avoidance of doubt, Section 18 of the Exploration Regulations or any other equivalent provision under applicable Law shall not apply.

25.6 Automatic Termination.

If, at any time during the Term:

- (a) the Company has no remaining Exploration Licenses or Mining Licenses and is not awaiting the issuance of a Mining License pursuant to Section 5.9(g); or
- (b) no Proposed Production Area has been designated by the Company pursuant to Section 5.1(a) and there are no areas as to which the Company has extended the time for designating Proposed Production Areas pursuant to Section 5.3(a)(i) as to which the period for extension has not expired; or
- (c) no Feasibility Report has been submitted by the Company pursuant to Section 5.2(a) and there are no Proposed Production Areas as to which the Company has extended the time for filing a Feasibility Report pursuant to Section 5.3(a)(ii) or has received approval from the Government to deliver a Feasibility Report pursuant to Section 5.4, in each case as to which, if the applicable Feasibility Report has not been filed, the applicable time for filing has not expired; and
- (d) there are no other designated Proposed Production Areas as to which the applicable deadline for filing a Feasibility Report has not expired; or
- (e) the deadline for Feasibility Report submission specified in Section 5.2(a) has expired, there are no Proposed Production Areas as to which the Company has extended the time for filing a Feasibility Report pursuant to Section 5.3(a)(ii) or has received approval from the Government to deliver a Feasibility Report pursuant to Section 5.4, in each case as to which, if the applicable Feasibility Report has not been filed, the applicable time for filing has not expired, and there are no Feasibility Reports, including any amendments, modifications or supplements thereof, under review by the Ministry; and
- (f) there are no Disapproved Feasibility Reports as to which the applicable time periods set forth in Section 5.9(e) have not expired,

this Agreement shall automatically terminate without requirement of action by the Company or the Government and the Company and the Government shall have no further obligations under this Agreement other than (i) with respect to the Company, its closure management obligations as set out in its Approved Work Program and Budget or its approved EMP (as applicable) and (ii) with respect to both parties those matters that survive pursuant to, and all other liabilities or



obligations described in, Section 36.8; provided that this Agreement shall not terminate pursuant to this Section 25.6 unless the Government has first provided written notice of its determination that a condition or event under this Section 25.6 exists or has occurred (as the case may be) and the Company, within a period of not more than sixty (60) days from receipt of such notice, has failed to present evidence reasonably acceptable to the Government that such condition or event does not exist or has not occurred (as the case may be).

25.7 Winding-up Commission.

- (a) Except as provided in Section 25.7(d), if a notice of termination has been given, the parties hereto shall set up a winding up commission (hereinafter referred to as the "Commission") which shall consist of two directors of the Company, two members appointed by the Government and a member of an internationally recognized accounting or law firm selected by the Government and reasonably acceptable to the Company, who will be the "Chairperson of the Winding Up Commission". The fifth member may not in the last ten years have represented the interests of the Government or the Company and his or her firm may not in the past five years have been regularly retained by the Government or the Company. The Chairperson will be responsible for scheduling meetings, for establishing the agenda of meetings, and for keeping the record of meetings.
- (b) The Chairperson of the Winding Up Commission shall issue a notice and agenda for the first meeting of the Commission, which shall be held no later than three weeks after the establishment of the Commission. Thereafter, the Commission shall hold periodic meetings at least once a calendar month.
- (c) The Company shall present to the Commission within 30 days of its establishment a summary report, and within 60 days of its establishment a detailed report, on the status of Operations as of the date of termination so that the Commission will be able to make recommendations to the Government as to whether the Commission and the Company should seek to transfer the assets and operations of the Company to a third party, or should establish plans for the full or partial cessation of operations including the disposition of assets and their demolition or removal according to Section 26 and the restoration of the areas environmentally adversely affected by Operations to such condition as prescribed in the closure management plan provided for in the EMP.
- (d) The operation of this Section 25.7 is suspended under the circumstances contemplated by Section 25.5(b) or pending the final decision of an arbitration challenging such termination commenced under Section 27. The notice of arbitration is automatically terminated if a transfer contemplated by Section 25.5(b) is timely completed or if a final decision in an arbitration commenced under Section 27 determines that the notice of termination is invalid or should be disregarded.

SECTION 26 DISPOSITION OF ASSETS

26.1 General Provision.

Prior to the termination of this Agreement, the Company shall have the right to control all its Mining Plant, Infrastructure and other assets (other than any such Infrastructure located in the Port or any other port where the Company may conduct Operations), whether or not the same may revert to and become the property of the Government upon such termination, and, to the extent no longer required for Operations or for compliance with any specific provision of this Agreement, to dispose of in the ordinary course of its business any such assets (other than Land leased from the Government, Immovables or the Company's rights under any Exploration License or any Mining License).

26.2 Disposition of Assets on Termination by the Government or Expiration of the Term.

Upon the termination of this Agreement for any reason excluding termination by the Company upon the occurrence and continuation of a Government Event of Default, the following rules apply:

- (a) The Company shall deliver to the Government, not more than 90 days after the termination date a list (the "Property List") describing in reasonable detail and locating:
 - (i) all Mining Plant and Infrastructure constituting structures or installations of any kind, including structures and installations and other Infrastructure to which the Government has title (including all Infrastructure located in the Port or any other port where the Company may conduct Operations), and any Movable assets required for the full use or operation of any such Mining Plant and Infrastructure (such as, by way only of example, computers and computer programs controlling the operation of Mine ventilation systems and elevators), but excluding other Movable assets, identifying which assets could be used in continued Operations or otherwise and which in the good faith judgment of the Company have no further utility; and
 - (ii) the Mine, any assets required for the full use or operation of the Mine and all Mining Plant and Infrastructure constituting improvements to the Land (including such things as roads, earthworks, bridges and dams, but excluding any Movable assets).

The Property List shall also set forth the estimated fair market value of each Movable asset contained on such list. Movable assets identified in clause (i) of this Section 26.2(a) may be grouped for valuation purposes by generic type of asset and physical location, so that, for example, all Movable assets in a particular heavy equipment maintenance shop might be classified for valuation purposes as "mine truck parts and supplies," "dragline and shovel parts and supplies" and "maintenance equipment", but such grouping for valuation purposes does not excuse the Company

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from the duty to describe such Movable assets in reasonable detail and the Government may request that the price for specified items included on the Property List be broken out from such aggregate valuation. The Property List shall be accompanied by a certificate of the Chief Executive Officer of the Company to the effect that such list is complete and correct in all material respects.

- (b) The Company shall, as part of its closure responsibilities, remove all such structures and installations described in the Property List pursuant to clause (i) of Section 26.2(a) and to which the Company has title except insofar as the Government, within 90 days of receipt of such list, has directed the Company to transfer to the Government such structures or installations, related rights to Land (in the case of any such assets not located on Government Land), and any Movable assets which the Government elects to purchase pursuant to Section 26.2(f). The Company shall transfer to the Government, without charge, all of its right title and interest in each structure or installation (other than Movable items) promptly following its receipt of such authorization or direction as to such property. The Company shall also, as part of its closure responsibilities, remove those structures and installations described in the Property List pursuant to clause (i) of Section 26.2(a) and to which the Government has title and those required Movable assets identified on the Property List and to which the Government has title, in each case as to which the Government, within 90 days of receipt of such list, has directed the Company to remove.
- (c) The Company shall transfer to the Government, without charge, all of its rights, title and interest in all Immovable property and Infrastructure that is Movable that is described pursuant to clauses (i) and (ii) of Section 26.2(a) within 10 days of the delivery of the Property List.
- (d) If the Company wishes to sell to a third party (other than an Affiliate) any Movable assets (except any Movable assets which are referred to in clause (i) of Section 26.2(a) and ordinary office equipment, furnishings and supplies and consumables reasonably expected to be consumed before the Termination Date) and any other information required for the full use or operation of such Movable assets, it shall include such assets and information in the Property List. For the avoidance of doubt, the Company shall be permitted to transfer any Movable assets (except any Movable assets which are referred to in clause (i) of Section 26.2(a)) to any Affiliate on any terms without first offering them to the Government pursuant to this Section 26.2.
- (e) The Government shall have the first right of refusal to purchase the Movable assets contained in the Property List in accordance with Section 26.2(f).
- (f) The delivery of the Property List shall constitute an offer by the Company to sell to the Government or its designee any or all Movable assets contained in the Property List at a purchase price equal to the lesser of the fair market value or depreciated book value of each such asset, on an "as is

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and where is" basis. If the Government does not exercise such purchase right as to any Movable asset included in the Property List by notice to the Company within 60 days after delivery of the list, then the Company may sell such asset to any Person for such price as it may be able to obtain therefore or remove such asset from Liberia. If the Government exercises its purchase right with respect to any Movable asset and related information, it shall pay the purchase price within 90 days of the date upon which such purchase price is established, against transfer by the Company to the Government of all of its right title and interest in such Movable asset.

- (g) The Government, by notice to the Company within a reasonable period but not to exceed one year after any termination of this Agreement, may require the Company to dispose of in accordance with applicable Law any Movable assets not sold to the Government that remain on Government Land or in Mining Plant or Infrastructure that has been transferred to the Government. If the Company does not reasonably dispose of or remove such asset or assets within a reasonable period after said notice, the Government may effect such reasonable disposal or removal at the expense of the Company.
- (h) Except in accordance with Section 26.2(i) and (j), no transfer to the Government of any assets pursuant to this Section 26 with or without compensation shall release the Company from any of its environmental restoration or remediation obligations under this Agreement which exist as at the date of termination of this Agreement.
- (i) Subject to Section 26.2(j) below, following the termination of this Agreement and prior to the transfer of any assets to the Government in accordance with this Section 26, the Company, the Government and the EPA shall agree upon the nature and extent of the Company's environmental restoration or remediation obligations in accordance with the agreed closure plan comprised in the EMP (as may have been updated from time to time) (the "Final Closure Plan"), including such amounts required to fund the Company's obligations as set out in the Final Closure Plan. Following the transfer of any assets pursuant to this Section 26 to the Government, subject to its obligations in the Final Closure Plan, the Company shall have no further liability in respect of any environmental restoration or remediation other than as provided for in the Final Closure Plan. Once the Company shall have completed the Final Closure Plan it shall provide a certificate of the Chief Executive Officer to the Government as to its completion. If either the Government confirms its agreement in writing or fails to provide within 9 months of the date of such certificate a notice setting out in writing the areas where it considers that the Company has not satisfied the obligations in the Final Closure Plan then the Company shall have no further liability in respect of any environmental restoration or remediation. In the event that the Government provides such a notice then once the Company has completed the items (or any dispute in respect thereof has been settled) then the Company shall be entitled to recommence the process.



- (j) If the Government arranges for a qualified replacement operator to acquire all of the assets on the Property List and to continue the operations of the Mine, it will release the Company from its environmental restoration or remediation obligations and amounts set aside for environmental restoration and remediation shall be available to fund the environmental restoration or remediation obligations of the replacement operator and the Company shall have no further liability in respect of any environmental restoration or remediation other than in respect of any obligations set out in the Final Closure Plan save that the Company shall not be responsible for any environmental restoration or remediation required as a result of the continued operations of the Mine. In any such case, the Company shall at the request of the Government transfer directly to such replacement operator all assets otherwise to be transferred to the Government under this Section 26.2, in the manner provided for in this Section 26.2, provided that the Company is not obligated to transfer assets for which payment is required under Section 26.2 except against payment of the purchase price required by this Section 26.2.
- (k) All right, title and interest in all Feasibility Reports shall automatically vest in the Government, subject to the Company being able to use such Feasibility Reports in connection with any obligations which survive termination or any other projects in Liberia.

26.3 Special Provisions for Public Use Infrastructure.

To the extent the Company has built and is operating under its Mining License or this Agreement facilities required by Regulations, this Agreement or other applicable Law to be made available for use by third parties (such facilities could include, by way of example and not limitation, highways, railroads, port facilities, water supplies, electrical supplies, hospitals or schools), unless the Government agrees otherwise with the Company, the Government may, in lieu of the procedures set forth in Section 26.2, require (by notice to the Company within 90 days after the delivery of the Property List) the Company to transfer all of its right title and interest, in and to any such facility (including all Movable Assets normally used in conjunction with any such facility and all other information required for the full use or operation of such facility) to a Person designated by the Government, in the case of Immovable assets, without charge or, in the case of Movable assets, for the purchase price attributable to such Movable assets and related information determined as provided in Section 26.2(f), as applicable, on an "as is and where is" basis. If the Government so designates a facility for purchase by a third party, the third party shall pay the relevant purchase price within 90 days of the later of the date upon which such purchase price is established and the date such purchaser is designated.

26.4 Certain Insurance and Maintenance Obligations of the Company.

The Company shall insure in accordance with the requirements of this Agreement and maintain (in accordance with the requirements of this Agreement) the Mine, all Mining Plant and Infrastructure and all Movable assets until (i) title is transferred to the Government by the Company, where transfer of the property is required under this Section 26 without action by the Government, (ii) payment is

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to be made for such property under this Section 26, where such transfer is to be made against payment by the Government or a third party following election of transfer by the Government, or (iii) at such time as the right of the Government under this Section 26 to elect to require the transfer of such property to it or a third party has expired, in the case of property the transfer of which is not required by the Government in accordance with this Section 26.

26.5 Determination of Movable Asset Fair Market Value.

Unless the Government notifies the Company that it disagrees with the Company's fair market value estimates for a Movable asset (and related information) included in the Property List at or prior to the time it notifies the Company of its desire to acquire such asset, the Company's valuation shall be final. If the Government does give notice of disagreement, fair market value shall be determined by internationally recognized appraisal firm experienced in the valuation of mining Movable assets. The firm will be selected by the Government, but shall be from a list of three such firms selected by the Company if the Company provides such list when it provides the Property List. The costs of the appraiser in respect of each appraisal shall be allocated by the appraiser and shall be borne by the Company unless the valuation placed on the asset by the appraiser is at least 95% of the valuation placed on the asset by the Company, in which case the cost of the appraiser shall be by the Government. If the Company is unable or fails to provide for the transfer of any information required for the full use or operation of any Movable asset (or if for any reason the Government or a purchaser designated by the government elects not to acquire and such information), its fair market value shall be determined based on its value to a Person who shall acquire in the marketplace the necessary information.

26.6 Disposition of Mining Plant and Infrastructure on Termination by the Company.

- (a) Upon a termination of this Agreement by the Company upon the occurrence and continuation of a Government Event of Default, all Mining Plant and Infrastructure or installations of any kind (other than any Movable items or any information related thereto) become the property of the Government except to the extent the Government elects to transfer the relevant Land to the Company. The right is reserved for any Shareholder or the Company to submit a claim to arbitration for appropriate relief and remedy.
- (b) All Movable assets (and information related to the use or operation of such Movable assets) shall be and remain the property of the Company. The Company shall remove all such property from Land not owned or leased by the Government within two years of the date of termination.

26.7 Miscellaneous.

In connection with any transfer of rights in property pursuant to this Section 26, the Company shall execute such instruments of transfer sufficient to transfer all right, title and interest of the transferor as the transferee may reasonably request.

26.8 Liens.

Any transfer of property to the Government or a third party pursuant to this Section 26 shall be free and clear of Liens or other charges and encumbrances of any kind arising out of any action or inaction of the Company or any Person claiming by, through or under the Company (other than any Liens granted pursuant to and in accordance with Section 23.6).

26.9 Intellectual Property.

To the extent that any intellectual property is required for the full use or operation of the Mine, Mining Plant and Infrastructure which is transferred to the Government pursuant to this Section 26, to the extent the Company owns or has a right to such intellectual property, so far as it is reasonably able to do so and subject to any third party rights in relation to such intellectual property, the Company shall grant a license or assign its rights to the intellectual property to the Government. To the extent the terms on which the Company is granted the rights to use such intellectual property prohibit its assignment without third party consent, the Company shall use reasonable endeavors to obtain such consent on behalf of the Government. "Intellectual property" includes trademarks, patent licenses, copyrights, software, electronically stored data and "know-how".

SECTION 27 MEDIATION; ARBITRATION

27.1 Mediation.

- (a) Where any dispute, controversy or claim between the Government and the Company or any Shareholder or Sesa Goa (the Company, Sesa Goa, and any Shareholder(s) together, the "Investor Parties") arising out of or in relation to or in connection with this Agreement, including any dispute as to its existence, interpretation, construction, validity or termination, the rights or liabilities of the parties, the enforceability, performance, expiry, termination or breach of the Agreement whether based on contract, tort or otherwise (a "Dispute"), the Government and the Investor Parties shall attempt to reach an amicable settlement through mutual discussion. If, notwithstanding the parties' attempts, it is not possible to reach such a settlement within 20 Business Days of one party giving the other parties notice of the Dispute, the Dispute shall be first referred to a mediator to be agreed upon by the Government and the Investor Parties. Mediation shall commence by written notice from the complaining party or parties calling for mediation, with a statement of its grievance, followed in 15 Business Days after appointment of the mediator by a written response in writing from the other party (or parties) stating its response to the grievance. The complaining party may elect to file a reply within 15 days after receipt of the response, but such reply shall be limited only to new facts raised in the response. If the parties cannot agree upon a mediator within 30 Business Days after service of the notice from the complaining party, the mediator shall be appointed by the LCIA.

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- (b) The mediator shall submit written nonbinding recommendation(s) to the parties which shall include, but not be limited to, terms on which the dispute, controversy or claim may be resolved or settled.
- (c) Within 10 Business Days of the submission of the mediator's recommendation(s), both the Government and the Investor Parties shall submit to the other its written response to the recommendation(s), detailing which items, if any, it accepts or rejects or which items, if any, it wishes further direct negotiations within the context of the recommendation(s). Where the mediator's recommendation(s) are rejected by either of the parties and it is evident that further direct negotiations will not resolve or settle the dispute, controversy or claim, the matter shall be submitted to arbitration pursuant to Section 27.2.
- (d) No Dispute shall be submitted to arbitration before mediation has been exhausted. The cost and expenses of the mediator shall be equally borne by Government and the Investor Parties.

27.2 Submission to UNCITRAL Arbitration.

- (a) Any Dispute between the Government and the Company not settled pursuant to Section 27.1 shall be referred to and finally resolved by arbitration conducted in accordance with the UNCITRAL Rules. Any such arbitration shall be administered by the LCIA.
- (b) Unless the Government and the Company agree that any matter subject to arbitration under this Agreement shall be referred for resolution by a single arbitrator, any arbitral tribunal constituted pursuant to Section 27.2(a) shall consist of three arbitrators appointed in accordance with the UNCITRAL Rules. The Government and the Company shall each appoint one arbitrator and the two arbitrators so appointed shall appoint a third arbitrator who shall act as president of the arbitral tribunal. Where either the Government or the Company fails to appoint an arbitrator within 45 Business Days of being called upon to do so by the other party or where the party-appointed arbitrators have not appointed a third arbitrator within 20 Business Days after the appointment of the second of them, either party may apply to the LCIA Court to appoint that arbitrator.

27.3 Seat of Arbitration.

The seat of any arbitration conducted pursuant to this Agreement shall be London, England and the proceedings shall be conducted in the English language. The Government and the Company agree to submit irrevocably to the jurisdiction of the English courts for the limited purpose of enforcing this agreement to arbitrate.

27.4 Single Arbitrator.

To the extent permitted by law or applicable arbitration rules, where this Agreement provides, or if the parties agree that any matter subject to arbitration under this Agreement shall be referred for resolution by a single arbitrator, the parties shall promptly appoint such an arbitrator by agreement between them. In

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the absence of agreement as to the choice of arbitrator, an arbitrator shall be appointed by the LCIA Court. The decision of the single arbitrator shall be final and binding unless appealed by any party to a full panel of arbitrators appointed as provided in this Section 27, who shall examine the single arbitrator's decision only as to manifest error of law, findings of fact that are not supported by any credible evidence, and abuse of authority, misconduct or other unauthorized act by the single arbitrator.

27.5 Single Claim; No Concurrent Proceedings.

Concurrent arbitration proceedings shall not be permitted and all matters relating to a Dispute, whether initiated by the Government, the Company, Sesa Goa, or any Shareholder(s), shall be decided in a single proceeding. Whenever an arbitration has been initiated before LCIA with respect to a Dispute, any subsequent arbitration initiated with respect to the same Dispute shall be abated.

27.6 Special Provisions.

Any decision of the arbitrator(s) shall be public. Any monetary award shall be assessed and payable in Dollars (determined at the Prevailing Market Rate of Exchange if the award involved an obligation expressed in any currency other than Dollars). The arbitrators may not award specific performance or similar equitable remedies against the Government. No party shall have any liability for either consequential damages or exemplary or punitive damages. Enforcement of any UNCITRAL award shall be in accordance with the provisions of the New York Convention.

27.7 Exclusive Remedy

Failing mediation, arbitration hereunder shall be the parties' exclusive remedy and no party to arbitration shall be required to exhaust any local administrative or judicial remedy.

27.8 Severability

The provisions of this Section 27 shall be severable from the remainder of this Agreement and shall remain in full force and effect notwithstanding any cancellation or termination of this Agreement.

27.9 Shareholder Benefit and Appointment and Government Acknowledgement.

- (a) Any Shareholder shall benefit from the rights conferred on the Company under this Agreement, including but not limited to under this Section 27, and shall be entitled to be a party and to make claims in its own name in any arbitration under this Agreement and to all the remedies that would be available to the Company and the Government hereby acknowledges and consents to any Shareholder having such rights. Whether advanced in the name of any Shareholder or the Company, only a single claim may be made with respect to any Dispute under this Agreement and any award shall be limited by the amount that the Company could claim for breach of this Agreement.

- (b) The Company hereby irrevocably appoints any Shareholder(s), jointly (but not severally), to act on its behalf with respect to all matters pursuant to this Section 27. Such appointment shall include the right to initiate, conduct, manage, and settle any and all aspect of any arbitration pursuant to such Section, and the Government hereby acknowledges and consents to such appointment.
- (c) Any Shareholder may transfer its interest in the Company (including a Controlling interest in the Company) in accordance with this Agreement, in which case any new Shareholder shall enter into a deed of adherence to this Agreement in the form set out in Exhibit 8 and the Company and the Government acknowledge and agree that any new Shareholder's entry into such a deed of adherence shall constitute a written arbitration agreement between the new Shareholder, the Company and the Government on the terms set out in this Section 27.

SECTION 28 NOTICES

28.1 Written Communications.

All orders, approvals, declarations and notices of any kind between the parties (hereinafter each referred to as a "Communication") shall be in writing and delivered by hand, by fax, by electronic mail, by postage prepaid registered mail, by prepaid internationally recognized courier service, or by any other means of communication agreed upon in writing by the parties. Communication by fax or electronic mail is valid under this Agreement only to fax numbers or electronic email addresses set forth below or identified as acceptable to a party by notice to the other party pursuant to this Section 28. A Communication other than an electronic mail shall bear an original or facsimile reproduction of the signature of a representative of the sending party responsible for such Communication and all Communications shall indicate the identity of such representative and state how he or she may be reached by telephone and, if practical, electronic mail. A Communication under this Agreement is not effective until delivery.

28.2 Delivery.

Subject to Section 28.5, delivery of a Communication to a party shall be deemed to have occurred in any one of the following circumstances:

- (a) Fax confirmation of receipt is electronically issued to the sender by the fax receiving device.
- (b) Electronic mail confirmation of receipt originated by the recipient is received at the electronic mail address of the sender.
- (c) Written confirmation of receipt is received by the postal or courier service delivering the Communication.
- (d) The recipient has otherwise directly or indirectly acknowledged receipt of the Communication in writing.



- (e) Verification of receipt of the Communication has been obtained in any manner specifically agreed to in writing by the parties. Other confirmation of receipt acceptable to the recipient is obtained by the sending party.

28.3 Addresses.

All Communications from the Government to the Company shall be addressed as follows:

Project Director
Western Cluster Limited
HG Plaza Building
Sekou Toure Avenue
Mamba Point
Monrovia, Liberia

Email: amir@engelinvest.com and suresh.singh@vedanta.co.in

With a copy of all communications alleging or relating to any failure of a party to this Agreement to comply with the terms of this Agreement to:

Pierre, Tweh & Associates
Suite 201, Palm Hotel Building
Broad & Randall Streets
Post Box 2536
Monrovia, Liberia
Email: PierreTweh@hotmail.com

And

Email: alon@engelinvest.com and gal@csglaw.co.il

All Communications from the Government to Elenilto shall be addressed as follows:

160 Greentree Drive, Suite 101
Dover, Kent County
Delaware, US 19904
Attention: Company Secretary

Email: alon@engelinvest.com, Jacob@engelinvest.com, and gal@csglaw.co.il

With a copy of all communications alleging or relating to any failure of a party to this Agreement to comply with the terms of this Agreement to:

Pierre, Tweh & Associates
Suite 201, Palm Hotel Building
Broad & Randall Streets
Post Box 2536

Monrovia, Liberia
Email: PierreTweh@hotmail.com

And

Email: alon@engelinvest.com and gal@csglaw.co.il

All Communications from the Government to Bloom shall be addressed as follows:

Address: c/o Multiconsult Ltd.,
Rogers House,
5 President John Kennedy Street,
Port Louis,
Mauritius
Fax number: +230 212 5265
Attention: Akhtar Janally / Lovy Bundho
Email: Akhtar.Janally@cimglobalbusiness.com/
Lovy.Bundho@cimglobalbusiness.com

With a Copy to Sesa Goa at the address and details mentioned below
All Communications from the Government to Sesa Goa shall be addressed as follows:

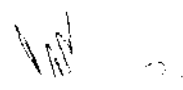
Address: Sesa Ghor,
Patto, Panjim,
Goa, India 403 001
Fax number: +91 832 246 0816
Attention: Mr. P.K. Mukherjee
Email: pkm@vedanta.co.in and sushil.gupta@vedanta.co.in

All Communications from the Company, Sesa Goa, and/or any Shareholder to the Government shall be addressed as follows:

The Minister of Lands, Mines and Energy
Ministry of Lands, Mines and Energy
Capitol Hill
Monrovia, Liberia

And

The Minister of Finance
Ministry of Finance
Broad Street
Monrovia, Liberia



And

The Chairman, National Investment Commission
National Investment Commission
12th Street Sinkor
Monrovia, Liberia

With a copy of all communications alleging or relating to any failure of a party to this Agreement to comply with the terms of this Agreement to:

The Minister of Justice
Ministry of Justice
Ashmun & Center Street
Monrovia, Liberia

28.4 Change of Address.

Any party may, upon prior notice to the other party, at any time change the designation of a Person named to receive Communications under this Agreement, or the address or fax number of the office in Liberia or elsewhere authorized to receive such Communications.

28.5 Quantities.

All notices, reports, applications, feasibility reports and related plans and documents, financial statements and similar materials furnished to the Government by the Company under this Agreement shall be delivered to each Government addressee provided for under Section 28.3 or Section 28.4 (but not more than five addressees at any one time) in duplicate paper copies, and, if more than six pages long, shall be accompanied by a reproducible electronic copy in Microsoft Word or Adobe PDF format that is compatible with versions of such program that have been readily available in Monrovia for at least 36 months. The Government may change the required electronic data format for such documents to any other readily available format on at least 60 days prior notice to the Company.

SECTION 29 FORCE MAJEURE

29.1 Application.

In the event of a party being rendered unable, in whole or in part, by Force Majeure to carry out any obligation under this Agreement, other than an obligation of the Company to make payments of money to the Government, the party shall give notice and the particulars of such Force Majeure in writing to the other party as soon as practicable after the occurrence of the cause relied on. Thereafter, any obligation of the party giving such notice that such party is unable to carry out because of such Force Majeure shall be suspended during the continuance of any such inability so caused, but for no longer period. The party giving such notice shall take all reasonable steps to mitigate such disability with all reasonable dispatch. All time periods specified in this Agreement for the performance of obligations or the enjoyment of rights that are affected by Force

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Majeure, other than obligations for the payment of money, shall be extended until the effect of such Force Majeure is remedied as above provided or otherwise ceases. However, the Term and all Mining Terms shall be extended as a result of an event of Force Majeure if and only if such event causes the stoppage of substantially all of a material part of Operations.

29.2 Definition.

The term "Force Majeure" as used in this Agreement shall mean acts of God, accidents, wars, acts of war, invasions, acts of public enemies, hostilities (whether war is declared or not), restrictions on trade or other activities imposed by any sovereign nation or state, embargoes, blockades, revolutions, riots, civil commotions, acts of terrorism, sabotage, strikes and/or other industrial, labor or employer-employee disputes (if not cured for a period of more than two months), fires, explosions, earthquakes or any other natural disasters, expropriation of facilities or goods, epidemics, public health emergencies and any similar cause, provided any such cause was not within the reasonable control of the party claiming the benefit of Force Majeure and could not have been avoided or overcome by such party through the exercise of due diligence.

29.3 No Required Settlement.

Nothing in Sections 29.1 and 29.2 above shall, in and of itself, be construed to require the Company to settle any strike, lockout or other labor or industrial dispute.

29.4 Termination As a Result of Force Majeure.

The Company shall be entitled to terminate this Agreement and shall have no further obligations under this Agreement if the circumstances giving rise to a Force Majeure event are continuing for a period of more than 360 days, provided that the Company has notified the Minister of such fact, following which the Agreement shall terminate 180 days following such notification being sent to the Minister.

SECTION 30 GOVERNING LAW

30.1 Applicability of Liberian Law.

Except as explicitly provided in this Agreement and the Revenue Code, the Company shall be subject to all of the internal laws of Liberia as in effect from time to time, including with respect to labor, environmental, health and safety, customs and tax matters.

30.2 Construction and Interpretation.

This Agreement and the rights, obligations and duties of the parties hereunder shall be construed and interpreted in accordance with Liberian law.

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SECTION 31 PERIODIC REVIEW

31.1 Profound Change in Circumstances.

For the purpose of considering Profound Changes in Circumstances from those existing on the Effective Date or on the date of the most recent review of this Agreement pursuant to this Section 31.1, the Government on the one hand and the Company on the other hand, shall meet once every five (5) years after the date hereof or earlier, if one party reasonably considers a Profound Changes in Circumstances to have occurred, to establish whether or not a Profound Changes in Circumstances has occurred. To the extent that a Profound Changes in Circumstances has occurred the parties shall enter into good faith discussions to consider such modifications to this Agreement as they may in good faith agree are necessary. The parties shall effect such modifications to this Agreement that the parties agree are necessary.

31.2 Other Consultation.

In addition to the consultation and review provided by Section 31.1, each party may at any time request a consultation with the other party with respect to any matter affecting the rights and obligations of the parties pursuant to this Agreement or any matter relating to Operations. The parties shall meet to review in good faith the matter raised as soon after such request as is reasonably convenient for them both. Subsequent to such consultation, the parties shall take such action, if any, that is mutually agreed to address the matter, subject to the requirements of Section 33.3.

SECTION 32 WAIVER OF SOVEREIGN IMMUNITY

The Government hereby irrevocably waives, in relation to any dispute arising in connection with this Agreement, whether relating to acts of a sovereign or governmental nature or otherwise, all claims of immunity from the jurisdiction of, and from the enforcement of any arbitral award rendered by, an arbitral tribunal constituted pursuant to this Agreement as well as all claims of immunity from the service of process or the jurisdiction of any court situated in any state, country or nation in aid of the jurisdiction of such arbitral tribunal or in connection with the enforcement of any such award.

SECTION 33 MISCELLANEOUS

33.1 Where Payments to Government are Made.

Unless this Agreement expressly provides otherwise, all amounts payable by the Company to the Government under this Agreement shall be paid to the Ministry of Finance for deposit in the general revenues account of the Government against delivery of a receipt or other official document evidencing payment of the amount and the purpose for which paid.

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33.2 Entire Agreement.

This Agreement, including the Schedules and Exhibits attached to it, represents the entire agreement between the parties and shall with effect from the Effective Date, supersede all previous oral and written negotiations and agreements between the parties.

33.3 Amendment and Interpretations.

Any modification or amendment of this Agreement shall be by the mutual written agreement of the parties (with the Minister, the Minister of Finance, Minister of Justice and the Chairperson of the National Investment Commission, or such other persons as may be notified by the Government to the Company, acting for the Government) and shall not become effective until (i) approved by the President of the Republic and (ii) (except for non-material modifications and amendments), approved by the Legislature. Interpretations of this Agreement agreed to by the parties which affect the determination of amounts due under this Agreement are not valid and do not bind the Government unless the Minister of Justice and Minister of Finance have consented thereto in writing.

33.4 Limitation of Liability.

Neither party shall have any liability under this Agreement for consequential damages or any form of exemplary or punitive damages.

33.5 Non-Waiver of Rights.

Either party may (i) extend the time for the performance of any of the obligations of the other party, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto, or (iii) waive any non-compliance by the other party with, or default by the other party under, any provision of this Agreement, provided that such extension or waiver shall be in writing. In the case of the Government, any such extension or waiver shall be executed by the Minister, the Minister of Finance, Minister of Justice, and the Chairperson of the National Investment Commission, or such other persons as may be notified by the Government to the Company, provided that, save as expressly set out in this Agreement, any such extension or waiver that, if given effect, would modify any provision of applicable statutory Law (other than this Agreement), shall not become effective until, in addition, it is approved by the Legislature. The non-exercise or partial exercise by one or the other of the parties of any of its rights under the terms of this Agreement shall not in any case constitute a waiver of that right. Without prejudice to the generality of the foregoing sentence, the failure of the Government to make any inspection described in this Agreement or provided for under applicable Law or ascertain in any such inspection the existence of any breach by the Company of any of its obligations under this Agreement, any plan described in Sections 5.4 through 5.6 or applicable Law shall not affect the ability of the Government to require full compliance by the Company with such obligations.

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33.6 Third Party Beneficiary

Apart from the Government, the Company, Sesa Goa, and the Shareholders, as provided in Section 27.9, no Person shall have any rights under this Agreement.

33.7 Assignment and Succession.

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the successors by operation of law and permitted assignees of the parties including in the case of the Government, all future manifestations or forms of public power exercising sovereign authority over all or part of the present territory of Liberia.

33.8 Survival.

Notwithstanding termination of this Agreement by any party or for any reason, including a termination due to a finding that this Agreement or a portion thereof is void, invalid, or unenforceable, Section 1, the final sentence of Section 19.8(c), Sections 20.1, 20.5, 20.6, 22, 25.7, 26, 27, 28, 30, 32, and this Section 33, all liabilities of either party accruing prior to such termination and all closure management and environmental remediation, restoration or reforestation obligations of the Company under this Agreement or each EMP shall survive such termination. Moreover, any such termination shall be without prejudice to rights, duties and obligations of either party that have accrued prior to termination and, notwithstanding such termination, such provisions of this Agreement as are reasonably necessary for the full enjoyment and enforcement of such accrued rights, duties and obligations shall survive such termination for the period necessary.

33.9 Severability.

Should any Section of this Agreement, or any provision or term of any Section, be found, pursuant to Section 27, to be void, invalid or unenforceable, in whole or in part, then the remaining Sections, and those unaffected provisions or terms of any other Sections which contain some void; invalid or unenforceable provisions or terms, shall nevertheless remain valid and subsisting and shall be construed as if this Agreement had been executed without such void, invalid or unenforceable Sections, provisions or terms. Any otherwise void, invalid or unenforceable Section, term or provision of this Agreement shall be so construed, or reformed, as to alter, amend or change any such term, provision or condition to the extent necessary to render it valid, lawful and enforceable, while also giving maximum effect to the parties' originally intended purpose or result, short of creating any void, invalid or unenforceable provision, term or condition.

33.10 Publication.

The Government shall make public this Agreement and any amendments or written interpretations of this Agreement.



33.11 Counterparts.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

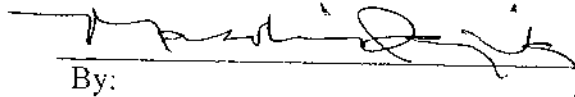
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IN WITNESS WHEREOF, the parties have signed this Agreement, through their respective duly authorized representatives, on the day, month and year indicated below.

Signed in ten (10) originals on the 3rd day of August, 2011.

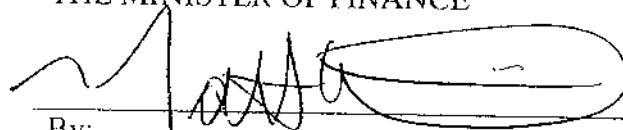
FOR THE GOVERNMENT OF THE REPUBLIC
OF LIBERIA



By:
THE MINISTER OF LANDS, MINES AND
ENERGY

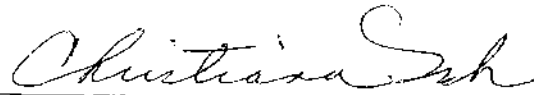


P.P. By:
THE MINISTER OF FINANCE



By:
THE CHAIRMAN OF THE NATIONAL
INVESTMENT COMMISSION

ATTESTED BY:



THE MINISTER OF JUSTICE

FOR THE COMPANY:



By: MR. AMIR NAGAMMY
DULY AUTHORISED REPRESENTATIVE

FOR ELENILTO:



By: MR. JACOB ENGEL
DULY AUTHORISED REPRESENTATIVE

FOR BLOOM:



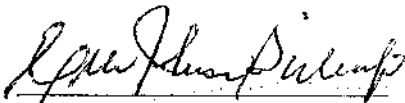
By: MR. P. K. MUKHERJEE
DULY AUTHORISED REPRESENTATIVE

FOR SESA GOA:



By: MR. P. K. MUKHERJEE
DULY AUTHORISED REPRESENTATIVE

Approved on this 12th day of August, A.D. 2011.



H.E. Ellen Johnson Sirleaf
PRESIDENT
REPUBLIC OF LIBERIA

SCHEDULES AND EXHIBITS

| | | |
|-------------|---|--|
| Schedule 1 | – | Description of Exploration Area |
| Schedule 2 | – | Description of Pre-Feasibility Study Activities |
| Schedule 3 | – | Shareholders, Affiliates and Related Matters |
| Exhibit 1A | – | Form of Mining License |
| Exhibit 1B | – | Form of Mineral Exploration License |
| Exhibit 2A | – | Parent Guarantee |
| Exhibit 2B | – | Form of Exploration Guarantee |
| Exhibit 2C | – | Form of Mining Guarantee |
| Exhibit 3 | – | Other Approved Fiscal Provisions |
| Exhibit 4 | – | The Pricing Agreement (To be attached after Effective Date pursuant to Section 15.3(c)) |
| Exhibit 5 | – | [RESERVED] |
| Exhibit 6 | – | Principles Relating to Community Funding |
| Exhibit 7 | – | Intermediate Inputs and Consumables |
| Exhibit 8 | – | Form of Deed of Adherence |
| Exhibit 9 | – | Port Lease (including map of leased area in Port) (To be provided after Effective Date when Port Lease is negotiated and executed. See Section 6.7(j)) |
| Exhibit 10A | – | Map of Railroad Corridor to Monrovia Port |
| Exhibit 10B | – | Map of Road Corridor to Monrovia Port (To be prepared by the MOPW and attached to this Agreement as an exhibit when it has been approved by the MOPW pursuant to Section 6.7(b)) |
| Exhibit 11A | – | Form of Escrow Release Notice |
| Exhibit 11B | – | Form of Document Release Notice |

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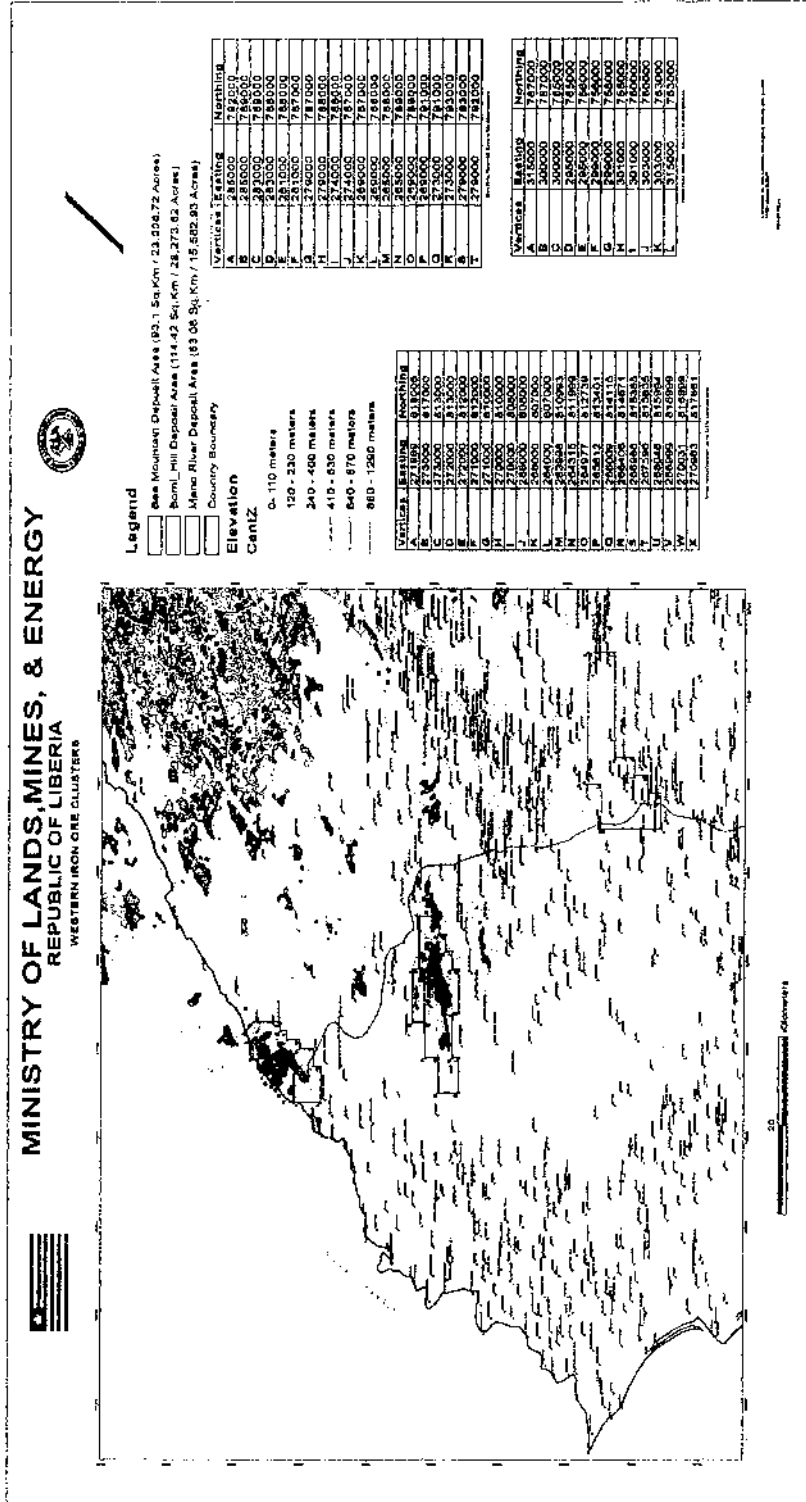
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SCHEDULE 1
DESCRIPTION OF EXPLORATION AREA

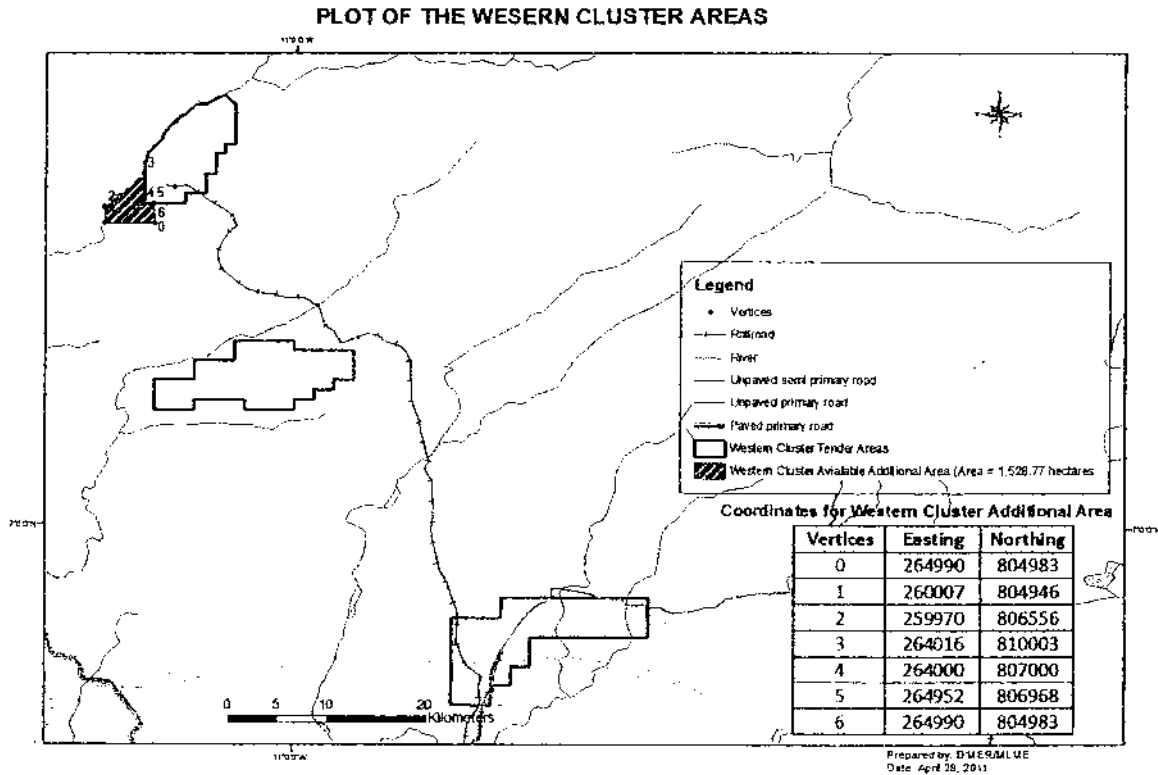
The Exploration Areas are as follows: (a) map of Bomi Hills, Bea Mountain and Mano River



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(b) map of 2nd exploration area at Mano River

The details of the Additional Exploration Areas in Mano River are as follows:



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SCHEDULE 2 DESCRIPTION OF PRE-FEASIBILITY STUDY ACTIVITIES

This section comprises a summary of the exploration / PFS work programme envisaged by the Company. It is intended to illustrate works planned and should not be interpreted as exhaustive or comprehensive.

1.1 Description of Exploration Activities Planned:

The exploration work programme described in this section 1 comprises one key component of a Pre-Feasibility Study on the Western Cluster iron ore project, leading to the generation of a CRIRSCO-compliant Indicated Resource estimate.

The PFS report for the Bomi and Mano River Deposits will be completed in the 1st phase and a copy will be provided to the government no later than the second anniversary of the Effective Date, while the PFS for the Bea Mountain Deposits will be completed and a copy provided to the Government no later than the third anniversary of the effective date. PFS studies typically allow the project owner to evaluate and select the most economically and technically viable option for project development, with 5-15% of engineering completed, project specific cost estimates with an accuracy of $\pm 20\%$ and 15-20% Contingency. A detailed description of the scope of work for the generation of the resource estimate and for the remainder of the PFS is presented at section 2.

The primary objective of the exploration work programme presented in this section, is to generate CRIRSCO-standard Indicated Resource estimates at Bomi, Mano River and Bea Mountain Deposits.

1.2 Drilling:

Detailed work program will be developed and estimation of the drilling required to establish Indicated Resources according to the definitions in the CRIRSCO reporting Template will be made. The number of holes and proposed drilled meterage by area will be recorded. Holes will be drilled via a combination of diamond drilling (DD) and reverse circulation (RC) drilling.

1.3 Airborne Magnetic Survey:

Company plans to engage magnetic survey over the deposit area to identify potential iron bearing zone for planning of detailed exploration drilling program. The objectives of this survey are i) to provide high resolution geomagnetic imagery to Locate the outcrop of Mineralization in the deposit area more accurately ii) to provide rigorous geomagnetic data for regional geological interpretation iii) to generate a digital elevation model, corrected for forest cover and iv) to generate aerial photographic imagery for use in environmental and social baseline studies.

1.4 Ground Magnetic Survey:

Company plans to conduct limited ground magnetic survey at Deposit Locations with the objective of providing information to assist with the location of drill-hole collars prior to the receipt of airborne magnetic data, as well as providing information to assist interpretation of the depth extent of the mineralisation at Deposits.



1.5 Metallurgical Testing:

Company plans to conduct orientation mineralogical analysis of samples from drill cores. This analysis will include i) quantitative X-ray analysis of mineral content (XRD), ii) petrographic analysis, iii) mineralographic analysis, iv) optic-geometrical analysis, v) spectroscopic analysis, and vi) Mössbauer Spectroscopy. The results of this orientation mineralogical study will provide guidance for the detailed design of the follow-up optical mineralogy studies planned during subsequent metallurgical testing. Bench-scale metallurgical testing will be completed on large (c. 400 kg) samples.

1.6 Analytical Works:

The sample preparation and analytical methodology will be based on input from international consultants. Davis Tube Recovery (DTR) methodology will be used to ensure the methodology facilitates extraction of maximum information from Deposit samples. The sample preparation and analytical methodology will comprise of i) sample preparation, with different approaches used for different ore type samples, ii) major element geochemical analysis, iii) DTR testing of samples, and iv) deleterious trace element determination on DTR concentrate composites.

1.7 Exploration Infrastructure:

Proper Exploration infrastructure will be created to operate an exploration camp comprising i) diesel fuel storage facility, ii) light vehicle workshop, iii) wells and pumps, iv) site security infrastructure, v) senior staff accommodation, vi) junior staff accommodation, vii) office block-building, viii) kitchen / mess block building, ix) VSAT communications equipment, x) core shed for core cutting, sample preparation and core storage, xi) containerised water treatment plant, xii) containerised sewage treatment plant, xiii) incinerator, and xiv) over 600 kVA of diesel generating capacity. Company will provide laundry, room cleaning and 3 meals / day for camp residents, as well as a casual meals service for temporary labourers recruited from the surrounding villages, and also provide office cleaning services and operate a camp shop and cash bar.

2. Scope of Work for PFS, Including Evaluation of processing, transportation and export of iron ore from free port of Monrovia

Company intends to evaluate the Western Cluster iron ore project in two stages:

i) A Prefeasibility Study (PFS) which shall satisfy the requirements of this Agreement, and during which all alternative project concepts are assessed in sufficient thoroughness that company can commit to a single project option that provides a viable, low risk business case, for which further information would need to be gathered and assessed during a DFS.

ii) A Definitive Feasibility Study (DFS) which shall satisfy the requirements of this Agreement, and during which the project is assessed in sufficient thoroughness that company could subsequently commit to the project, subject to it meeting company's investment and other criteria. This DFS should be completed to the standard expected by international financial institutions and their technical advisers.

In this section is described a typical PFS scope of work for an iron ore project in Liberia, which is likely to be applied to the Western Cluster iron ore project. This description is not

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presented as being either exhaustive in scope or complete in its detail. It should also be read in conjunction with section 1 above, which outlines the exploration works planned by company to generate data for a CRIRSCO-compliant indicated mineral resource estimate, which is a key component of the PFS.

2.1 Scope of Pre Feasibility Study

The manner of execution of the pre feasibility and feasibility stages of a project and their scope extent can have a profound impact on the successful outcome of the project.

Adequate investment in these phases is necessary to ensure success. A PFS typically addresses the following factors relating to the development of a mining Project i.e. i) strategy and market analysis, ii) assessment of the likely technical and Economic viability of a set of alternative mining, process, location, capacity and project configuration alternatives to determine the preferred alternative for a DFS, iii) determination of the material risks, key value drivers and risk/reward profile, iv) a description of the alternatives and final recommendation, and v) development of a work plan, schedule, cost, resources and services requirements necessary to undertake project development through the feasibility study to implementation. The PFS report will typically contain the chapters described in the following sections plus an executive summary that clearly summarises the content of the study report in a concise manner and presents the project strategy and recommended project configuration to be studied further in the DFS stage.

2.2 Market Analysis

The objective of this work is to support Company's PFS with an overview of the current and projected global iron ore industry – its products, suppliers, customers and cost drivers and the positioning of Western Cluster iron ore products in that competitive environment. This overview will include i) industry competitors, ii) market overview and iii) industry cost drivers. The data presented will be drawn together and some concluding remarks offered which detail both the historical and future attractiveness of the iron ore industry with particular focus on the dynamics of the Atlantic Basin. A marketing and pricing strategy for the Western Cluster iron ore products will be presented.

2.3 Geology and Mineral Resources

Company will continue to load and maintain a comprehensive electronic database that contains records of numerous attributes of geological samples, as well as results of tests to establish the quality (accuracy and precision) of the geological data, and metadata recording test methods, batch numbers, limits of detection, etc. The contents of the geological database will be reviewed against original survey records, geological logs, and laboratory reports to establish the reliability of the information within the database. The geological data will then be interpreted and the sequence subdivided into rock units that are meaningful to mining and/or mineral processing, and are as mineralogically and grade homogenous as possible. The spatial distribution of these rock units will be interpreted, and samples assigned to these units. The data from samples within each unit would then be assessed to establish the characteristics of the unit, and the distance over which grades are statistically related within each unit (i.e. geostatistics).

A digital cellular resource model will be created that contains estimates of rock type, grades of mineralisation, and density of all rocks, for all rock units in the proposed volume to be mined. This resource model will be the basis for estimates of Mineral Resources, and mine design leading to estimates of Mineral Reserves. The estimates of Mineral Resources will be classified according to definitions in the CRIRSCO reporting template.

2.4 Mining

The PFS will investigate and report on a number of alternative scenarios to generate preliminary mine development plans to exploit the Western Cluster iron ore resource. The aim is to narrow down the process and productivity alternatives into a single business case. The level of detail required in the study must be sufficient to ensure the alternatives are correctly ranked and the one selected scenario will deliver the best possible outcome.

The mine planning activities undertaken as part of the PFS will include provision of i) an overall description of the site layout, ii) a summary description of the key issues in describing the geological resource, including a description of the geological block model, material characteristics and resource estimate, iii) the key geotechnical parameters and hydro geological considerations including wall stability, surface and groundwater conditions etc. iv) an understanding of the main environmental and cultural considerations, and v) a summary description of the assumptions used to generate a mine design to a high level of confidence (basis of design document), including the main economic criteria to be applied to the project, process recovery and marketing. The mining methods being considered will be then be discussed and defined. The first task in the execution stage of the PFS will be to generate a mineable resource model, taking into account such factors as cut-off grade, ore dilution and ore recovery. This model will be used as the basis for the pit optimisation strategic study. The assessment of the model and project requirements will assist in the definition of the mine production rate for each of the alternative options. The preliminary definition of ore and waste will follow. Based on reference to physical and economic parameters, a high level pit optimisation assessment will be undertaken. Once the optimum pit shells (including cut-back sequence) have been selected, a strategic approach to pit development will follow. An indicative pit design with mineral inventory statement will be created. Scheduling of the mine will provide a practical mine production sequence for the development of the deposit. The PFS will also investigate the waste and overburden removal strategy and stockpile and dump designs. The task then is to investigate the material handling alternatives to establish truck fleet or other material handling configurations. The operating and capital costs will then be estimated and will include high level manning and infrastructure requirements. A summary list of the mine equipment requirements will be made for each alternative, to suit the production constraints and mining method.

The alternative scenarios will then be tabulated and assessed with trade-off studies to arrive at a single "go forward" recommendation from the study. Technical risks associated with the mining aspects of the operation will then be discussed. A future work Program will then be defined to further evaluate the recommended alternative.

2.5 Mineral Processing

The PFS will investigate and report on the various alternatives considered and the decision making process applied to determine the single, "go forward", DFS case. The level of detail and depth of study required must be sufficient to ensure that the selected DFS case will lead to the most valuable outcome for Company giving full consideration of the risk vs. reward context.

A number of flow sheet options will be developed for the PFS. The study will examine all of these options and any others that might arise in sufficient detail to enable a decision to be made as to which should become the base case for the DFS. In doing so the following factors, amongst others, will be considered; ore characteristics, test work results, environmental impacts, capital and operating costs.

In the initial stage of the PFS the process design team will liaise with geologists and mining engineers to develop a preliminary product grade model to be used in pit optimisation exercises. Using the preliminary basis for design document prepared from the metallurgical

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test work programme as a starting point, the process design will be developed to provide, for each option, preliminary; design criteria, flow diagrams, mass balance, equipment selections, description and costs. The prediction and control of final product quality is a key element of the design which involves close cooperation between mining and process engineers. The planning of mine schedules, crushing campaigns, mine stockpiles and port stockpiles will be conducted as an iterative exercise. The PFS report will contain a description of the development of the final recommended flow sheet clearly demonstrating how the flow sheet was derived from metallurgical test work data, experience at other mines and financial evaluation.

A review of available information will be undertaken by the PFS engineering contractor to identify key site information including i) geological setting, ii) climatic setting, iii) Hydrological setting, iv) topographic data, and v) local and regional infrastructure. The results of the review will be referenced in conjunction with project requirements and constraints identified by company and the PFS engineering contractor to identify a preferred Plant location and site layout.

A preliminary geotechnical investigation will be carried out to assist in the selection of suitable locations for plant and infrastructure facilities and to provide preliminary data for foundation and structural design.

Based on the process mass balances equipment selections and sizing will be determined for each option and a mechanical layout prepared. Preliminary 3D models will be developed including mechanical equipment layout and arrangement, structural elements and piping. Material quantities derived from these models and from preliminary engineering designs will be used in capital cost estimating. Preliminary power generation, distribution and control designs will be prepared. The plant operating, manning and control philosophies will be agreed which provide input to the capital and operating cost estimates.

2.6 Railroad Infrastructure:

Rail road infrastructure, specifically road and rail access to the project site is a key component of the project and will require assessment during the PFS. Work will include surveying and mapping, geological and geotechnical, and bathymetry and coastal engineering. Preliminary environmental and social impact statements.

All options for the ore transport from plant to port will be explored. The PFS engineering and cost estimates will be developed to the extent that a single preferred option can be identified.

The PFS scope of work for the railway will include i) a desktop review of existing documentation and identification of route selection constraints including any cadastral, geotechnical, hydrological, community and environmental issues, ii) the assessment and selection of preferred routes, including survey and measurement where necessary, iii) conceptual civil design for the preferred routes, typical formation designs, hydrological assessment of major creek crossings and preparation of drawings with typical bridge and culvert details where required, iv) identification of track ballast source(s), v) calculations of optimum train sets required including assessment of commercial viability of both bulk cargo and passenger / non-bulk cargo services, vi) preliminary design of mine and port marshalling yards and loading/unloading facilities and signalling, communications and control systems, and vii) preliminary assessment of operations and maintenance requirements.

The PFS scope of work for the port facility will include i) a review of existing hydrological, geological data and facilities available at the Monrovia Port iii) a review of the inlet channel and a preliminary estimate of dredging requirements, iv) an optimised vessel size using the port, and v) a preliminary design of the quays and jetty. Also the land area required for handling, storage and ship loading facilities as required to support planned volumes of export.



The PFS scope of work for site infrastructure engineering will include evaluation of i) water supply, storage and reticulation, ii) sewage collection and treatment, iii) a site layout plan, iv) site earthworks and drainage, vi) tailings storage facility, vii) accommodation, viii) industrial buildings, ix) power supply.

2.7 Human Resources

The PFS will include an examination, at a high level, of the Human Resources (HR) issues associated with the operational philosophy and management strategies identified for the project. Issues to be addressed include organisational philosophy and model, cultural fit, skills requirements, employee relations, recruitment and training and the statutory environment. Cost estimates for initial recruitment and training and ongoing HR related activities will be prepared and included in the financial evaluations.

2.8 Project Execution

The PFS will develop and describe a recommended project execution approach; it should describe the alternatives considered and clearly explain why the recommended approach has been selected. The preliminary project execution plan will address project scope, design criteria, product specifications, quality controls and key safety, health, environmental and security issues. A facility and package work breakdown structure will be developed as a basis for engineering, estimating and cost control. A recommendation will be made on the approach to engineering and the standards to be applied. Execution methodologies and contracting strategies will be examined and a preferred selection made which will form the basis of the PFS and subsequent DFS. This will include procurement and contracting strategies for execution, equipment and consumables. A high level project development schedule showing major DFS, engineering, construction, commissioning, start-up and ramp up activities will be developed.

2.9 Operations Management

The PFS will address the establishment, commissioning, start up and operating needs of the project in terms of the operating philosophy, owner or contractor, organisation and consequent labour, industrial relations and logistical requirements. Specific issues to be addressed include organisational structure, resources required and source, conditions of employment, accommodation, transport logistics and administration.

2.10 Information Management

During the PFS stage the information management and technology requirements of the project during both the execution and operating phases will need to be addressed. Preliminary plans and systems will be developed for the capture, sharing and transfer, back-up and security of data, information and knowledge.

2.11 Health, Safety, Environment and Community

For a PFS the role of the environmental and social impact team members is to better define i) the environmental legislation and international guidelines the project will need to comply with, ii) the environmental and social footprint for the project, iii) the key environmental and social risks, and iv) finally to communicate the findings and recommendations for management measures to the project engineering design team. This will allow environmental and social issues to be identified early and incorporated into environmental and social design criteria and environmental and social management plans for the project.

At the PFS stage it will be important to gain a thorough understanding of the legislative framework as it applies to environmental and social aspects of major projects such as this.



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This will enable strategies/plans to be developed and implemented with respect to gaining access and tenure to the required deposits and land and achieving government approval for the project. In addition to meeting the environmental legislation requirements of the Government of Liberia, it is considered best practice to also match the guidelines issued by international agencies, in particular the World Bank's (WB) Equator Principles and the International Finance Corporation's (IFC) Performance Standards. The IFC requirements must be complied with if finance is sought from an Equator Principles financial institution.

The PFS stage of a project is when information and data relating to the environmental and social footprint of the project is collected. This information will be collected through initial baseline studies, as well as through ongoing environmental monitoring of the project activities over the duration of the exploration phase of works. In order to fully assess the environmental impacts of the project will be necessary to have data available that represents the environmental baseline prior to commencement of development activities associated with the project. It is anticipated that there is minimal environmental or biodiversity information currently available at the required level of detail for the areas that fall within the project footprint. It will therefore be necessary to engage suitably qualified professionals to undertake baseline studies. It will be important to commence these studies at an early stage in the project lifecycle to allow sufficient time to collect data in both wet and dry seasons where relevant. It will also be important to have the information available prior to the project design being fixed because late design changes to mitigate environmental or social impacts can add unnecessary cost and result in delays.

The Environmental and Social Impact Assessment (ESIA) Scoping Study will define the baseline data required but it is envisaged that the following surveys/studies will be required i) a review of the project areas with respect to protected areas, ii) vegetation and fauna surveys of the areas impacted by the project, iii) background air quality survey, iv) surface and groundwater studies, v) climate and noise surveys and vi) a marine survey at for the port. In order to fully assess the social impact of the project on human communities likely to be affected by the project, it will be necessary to collect baseline data in the following areas i) social footprint of the project, ii) social and administrative structures within the region, iii) demographic study, iv) education and health statistics, v) land use and tenure, vi) livelihood activities & employment opportunities, vii) cultural heritage, public attitudes and perceptions and infrastructure and public services. At the PFS stage the social professionals on the project team will also commence the compilation of a stakeholder register. The stakeholders will include government agencies, non-government organisations (NGO's) and key members of the local communities. In addition a consultation strategy and a stakeholder engagement plan will be developed and implementation of the consultation plan will also commence at this stage. The information collected as a result of the studies outlined above will be collated, summarised and presented as a report, or Project Brief, prepared pursuant to section 8 of the Environment Protection Law. The Project Brief will enable a preliminary assessment of potential environmental and social impacts to be conducted. The project Brief will also be used in later stages of the project such as the Environmental and Social Impact Assessment process and in the preparation of environmental and social management plans. Preliminary Environmental and Social Design Criteria (ESDC) will be prepared for the project. The ESDC will be based on Liberian legislative requirements, World Bank guidelines, World Health Organisation (WHO) guidelines, best practice guidelines and other appropriate standards and limits together with company's environmental and social objectives. Social criteria will include the findings of the study of people's perceptions and values. The criteria will cover all aspects of the project. The ESDC is a document that will be used by the design team to ensure the project achieves the required level of performance with respect to environmental and social impacts. In order to achieve development approval from the



Government it will be necessary to conduct an environmental and social impact assessment of the project. The Scoping Study for the ESIA will be developed during the PFS and will include the potential environmental and social footprint of the project and reflect the requirements of the Government of Liberia (i.e. section 11 of the Scoping Study Law) and/or the World Bank/IFC as appropriate. The Scoping Study will be issued by government agencies and other relevant stakeholders for comment prior to commencement of the baseline data collection studies to ensure that it aligns with their expectations.

2.12 Capital Estimates

The capital estimates prepared for each project alternative for the mines, processing plants, rail road allocated place at free port of Monrovia including LMC and NIOC piers and rehabilitation at PFS level will typically have an accuracy range of $\pm 25\%$, sufficient for ranking, rejection and selection of alternatives. The estimates will be prepared using a mixture of detailed costing; budget quotes, database costs, preliminary engineering, and factored costing using industry accepted experience factors. A preliminary risk analysis will be applied to quantify the project contingencies (capital and schedule) and the determining the quantification of the project contingencies (capital and schedule) and the associated reserves or risk amounts that are congruent with the risk appetite of the project.

2.13 Operating Cost Estimates

The operating cost estimates prepared for each project alternative at the PFS level will typically have an accuracy range of $\pm 25\%$, sufficient for ranking, rejection and selection of alternatives. The estimates for consumables, labour, spares, administration, etc. will be prepared using a mixture of detailed costing; budget quotes, database costs, preliminary engineering, and factored costing using industry accepted experience factors.

2.14 Ownership, Legal and Contractual

This chapter of the PFS will address issues relating to ownership of the resource, royalties, ownership of land and surface rights and the status of any negotiations pertaining thereto. It will also address sovereign risk, the legal and regulatory systems applicable and taxation. At the PFS stage the intended contractual strategies for sales and marketing, labour, major inputs (electricity, water, etc.) and intellectual property will be developed.

2.15 Financial Evaluations

A complete financial evaluation of the selected alternative only will be presented in the PFS report. It will be structured so as to address company's investment criteria and hurdles and may be carried out by company or by the PFS contractor. The economic analysis for a major project such as Western Cluster is intended to capture all of the key aspects of the preliminary work that has been completed (engineering, market study, etc.) to develop potential outcomes that can be used to evaluate potential opportunities and risks. During the PFS, a number of options will be evaluated at a sufficient level of detail to select a preferred alternative for the subsequent DFS. The economic analysis at this stage of development will be budgetary, to help i) determine the validity of the business case, ii) select the best project option, iii) set project objectives, including target cost and schedule, iv) decide on whether to proceed to a DFS ("go or no-go decision point"), and v) define the scope and work plan for a DFS. Discounted cash flow (DCF) analysis is a valuation method used to estimate the attractiveness of an investment opportunity using future free cash flow projections and discounting them (using the weighted average cost of capital) to arrive at a present value,

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which is used to evaluate the potential for investment. If the value arrived at through DCF analysis is higher than the current cost of the investment, the opportunity may be a good one. A DCF model will be developed for Western Cluster, including the following key inputs i) revenues and production rate will be based on projected throughput and iron ore prices taken from the preliminary market study, ii) capital and operating cost estimates, iii) a preliminary estimate of working capital requirements, iv) a proposed capital structure and proposed financing, discussed and agreed with Company's shareholders to determine the appropriate cost of capital (preliminary at this stage), v) an allowance for taxes based on local regulations, vi) foreign exchange rate assumptions taken from consensus forecasts, and vii) a list of risk items not included in the capital cost estimate will be prepared, and an allowance made for risk management and mitigation (based on experience and benchmarking).

The financial model will be used to evaluate, for each option being considered, i) project internal rate of return (IRR), ii) net present value (NPV), iii) payback period, and iv) sensitivity of NPV to variations to major input parameters, including product price, capital cost, major operating cost inputs (diesel, labour, etc.), foreign exchange rate, and other relevant variables. The results will be used to help determine the viability of the project, areas of potential risk and opportunity and the best project option for the subsequent DFS.

2.16 Work Plan

As part of the PFS a work plan for the further development of the project will be prepared which will include i) activities for commencing the DFS, ii) DFS activities, iii) pre-project commitments required, iv) a detailed DFS schedule, v) a preliminary project schedule, and vi) a DFS cost estimate and implementation plan etc.

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SCHEDULE 3
SHAREHOLDERS, AFFILIATES AND RELATED MATTERS

A. The following is the list of the related companies with respect to Bloom Fountain Limited

| Sr. No | Company name | Country of incorporation | Relationship |
|--------|--|--------------------------|-----------------|
| 1 | Sesa Goa Limited | India | Parent Company |
| 2 | Sesa Resources Limited | India | Related Company |
| 3 | Sesa Mining Corporation Limited | India | Related Company |
| 4 | Onclave PTC Limited | Bahamas | Related Company |
| 5 | Anil Agarwal Discretionary Trust | Bahamas | Related Company |
| 6 | Mr Anil Agarwal | - | Related Party |
| 7 | Vedanta Resources Plc | Great Britain | Related Company |
| 8 | Vedanta Resources Holding Limited | Great Britain | Related Company |
| 9 | Vedanta Resources Jersey Limited | Jersey(CI) | Related Company |
| 10 | Vedanta Resources Jersey II Limited | Jersey(CI) | Related Company |
| 11 | Vedanta Finance (Jersey) Limited | Jersey(CI) | Related Company |
| 12 | Vedanta Resources Investments Limited | Great Britain | Related Company |
| 13 | Vedanta Jersey Investments Limited | Jersey(CI) | Related Company |
| 14 | Bharat Aluminium Company Limited | India | Related Company |
| 15 | Copper Mines Of Tasmania Pty Limited | Australia | Related Company |
| 16 | Fujariah Gold | UAE | Related Company |
| 17 | Hindustan Zinc Limited | India | Related Company |
| 18 | The Madras Aluminium Company Limited | India | Related Company |
| 19 | Monte Cello BV | Netherlands | Related Company |
| 20 | Monte Cello Corporation NV | Netherlands | Related Company |
| 21 | Konkola Copper Mines PLC | Zambia | Related Company |
| 22 | Sterlite Energy Limited | India | Related Company |
| 23 | Sterlite Industries (India) Limited | India | Related Company |
| 24 | Goa Maritime Private Limited | India | Related Company |
| 25 | Sterlite Opportunities and Venture Limited | India | Related Company |
| 26 | Sterlite Infra Limited | India | Related Company |
| 27 | Thalanga Copper Mines Pty Limited | Australia | Related Company |
| 28 | Twin Star Holding Limited | Mauritius | Related Company |
| 29 | Vedanta Aluminium Limited | India | Related Company |
| 30 | Richter Holding Limited | Cyprus | Related Company |
| 31 | Westglobe Limited | Mauritius | Related Company |
| 32 | Finsider International Company Limited | Great Britain | Related Company |
| 33 | Vedanta Resources Finance Limited | Great Britain | Related Company |
| 34 | Vedanta Resources Cyprus Limited | Cyprus | Related Company |
| 35 | Welter Trading Limited | Cyprus | Related Company |

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|----|---|---------------|-----------------|
| 36 | Lakomasko BV | Netherlands | Related Company |
| 37 | THL Zinc Ventures Limited - Former THL KCM Limited | Mauritius | Related Company |
| 38 | Twinstar Energy Holdings Limited - Former THL Aluminium | Mauritius | Related Company |
| 39 | THL Zinc Limited - Former KCM Holdings Limited | Mauritius | Related Company |
| 40 | Sterlite (USA) Inc. | USA | Related Company |
| 41 | Talwandi Sabo Power Limited | India | Related Company |
| 42 | Allied Port Services Pvt Ltd | India | Related Company |
| 43 | Konkola Resources Plc | Great Britain | Related Company |
| 44 | Vizag General Cargo Berth Pvt. Limited | India | Related Company |
| 45 | Twin Star Mauritius Holding Limited | Mauritius | Related Company |
| 46 | Vedanta Namibia Holdings Limited | Namibia | Related Company |
| 47 | Skorpion Zinc (Pty) Limited | Namibia | Related Company |
| 48 | Namzinc (Pty) Limited | Namibia | Related Company |
| 49 | Skorpion Mining Company (Pty) Limited | Namibia | Related Company |
| 50 | Amica Guesthouse (Pty) Ltd | Namibia | Related Company |
| 51 | Rosh Pinah healthcare (Pty) Ltd | Namibia | Related Company |
| 52 | Black Mountain Mining (Pty) Ltd | South Africa | Related Company |
| 53 | THL Zinc Holding BV - Former Labaume BV | Netherlands | Related Company |
| 54 | Lisheen Mine Partnership | Ireland | Related Company |
| 55 | THL Zinc Holding Cooperative U.A | Netherlands | Related Company |
| 56 | Pecvest 17 Pvt. Ltd. | South Africa | Related Company |
| 57 | Vedanta Lisheen Finance Limited | Ireland | Related Company |
| 58 | Vedanta Base Metals (Ireland) Limited | Ireland | Related Company |
| 59 | Vedanta Lisheen Mining Limited | Ireland | Related Company |
| 60 | Killoran Lisheen Mining Limited | Ireland | Related Company |
| 61 | Killoran Lisheen Finance Limited | Ireland | Related Company |
| 62 | Lisheen Milling Limited | Ireland | Related Company |
| 63 | Killoran Concentrates Limited | Ireland | Related Company |
| 64 | Killoran Lisheen Limited | Ireland | Related Company |
| 65 | Killoran Lisheen Holdings Limited | Ireland | Related Company |
| 66 | Azela Limited | Ireland | Related Company |
| 67 | Paradip Port Services Pvt Limited | India | Related Company |
| 68 | MALCO Power Company Limited | India | Related Company |
| 69 | Malco Industries Limited | India | Related Company |

B. The following is the list of the related companies with respect to Elenilto Minerals & Mining LLC:

| <u>Company name</u> | <u>place of incorporated</u> | <u>Relationship</u> |
|----------------------------------|------------------------------|---------------------|
| 1 Elenilto Minerals & Mining LLC | Delaware | parent company |

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|----|--|----------|-----------------|
| 2 | Elenilto Resources Ltd | Anguilla | related company |
| 3 | Elenilto Investments Ltd | Anguilla | related company |
| 4 | Engelinvest Ltd | Cyprus | related company |
| 5 | Elenilto Investments Ltd | Cyprus | related company |
| 6 | White sands Ltd | Israel | related company |
| 7 | Elenilto Israel Ltd | Israel | related company |
| 8 | Elenilto TZ Ltd | Tanzania | related company |
| 9 | M&N Ltd | Israel | related company |
| 10 | Venosa Ltd | Cyprus | related company |
| 11 | Engelinvestment Rus Ltd | Cyprus | related company |
| 12 | Banderiac Ltd | Cyprus | related company |
| 13 | Rimon estate Ltd | India | related company |
| 14 | Engelinvest 38 Ltd | Israel | related company |
| 15 | Global Comprehensive Development GCD Ltd | Cyprus | related company |

C. The senior officer and the director of the Company is Mr. Amir Nagammy.

D. The Senior Officer and/or Directors of Bloom Fountain Limited

| | |
|--------------------------|-----------------------------------|
| Minimax Limited | Director |
| Mr Gyaneshwarnath Gowrea | Representative of Minimax Limited |
| Mr Craig Thomas Downes | Representative of Minimax Limited |

The Senior Officer and/or Directors of Vedanta Resources Plc

| | |
|-------------------|---------------------------|
| Mr Anil Agarwal | Executive Chairman |
| Mr Navin Agarwal | Deputy Executive Chairman |
| Mr MS Mehta | Chief Executive Officer |
| Mr Naresh Chandra | Non Executive Director |
| Mr Aman Mehta | Non Executive Director |
| Mr Euan Macdonald | Non Executive Director |

The Senior Officer and/or Directors of Sesa Goa

| | |
|---------------------------|-------------------------|
| Mr. Prasun K. Mukherjee | Managing Director |
| Mr. Sushil Gupta | Chief Financial Officer |
| Mr. Suresh Ch Singh | Vice President |
| Mr. Amit Pradhan | Whole Time Director |
| Mr. Pandurang G. Kakodkar | Non Executive Director |
| Mr. Kuldip K. Kaura | Non Executive Director |
| Mr. Gurudas D. Kama | Non Executive Director |
| Mr. Ashok Kini | Non Executive Director |
| Mr. Jagdish P. Singh | Non Executive Director |

E. Indirectly (through Elenilto Minerals & Mining LLC) Mr. Jacob Engel owns 40.4%.

F. Individual Shareholders with Shareholding above 10%

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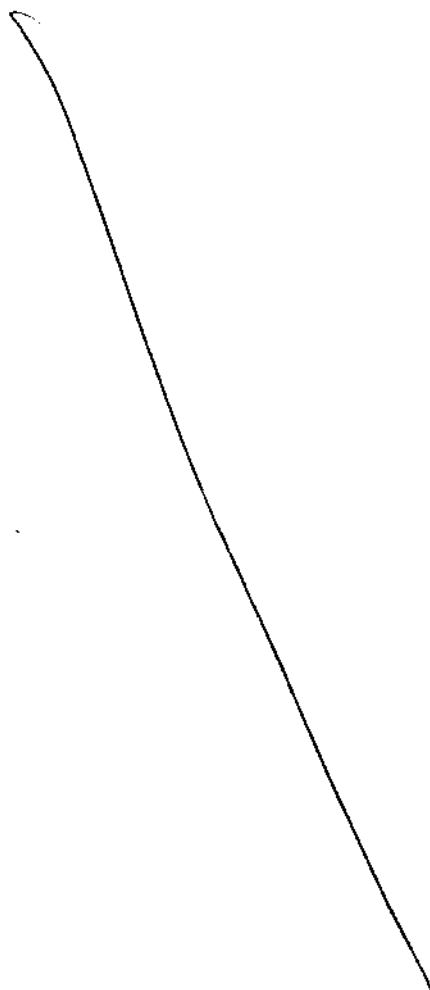
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| Sesa Goa Limited (as at June 2011) | |
|---|--------------|
| Finsider International Company Ltd | 46.20 |
| Westglobe Ltd | 5.10 |
| Twinstar Holdings Ltd | 3.83 |
| Total Vedanta Group | 55.13 |
| Outside shareholders with >10% Shareholding | NIL |

| Vedanta Resources Plc (As at June 2011) | |
|--|-----|
| Volcan Investments Ltd | 62% |
| Outside shareholders with >10% Shareholding | NIL |



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EXHIBIT 1A

FORM OF CLASS A MINING LICENSE

This **CLASS A MINING LICENSE** (this "Mining License") is dated [], 2[...] and made by and between the **MINISTER OF LANDS, MINES & ENERGY OF THE REPUBLIC OF LIBERIA** (hereinafter referred to as the "MINISTER"), and **WESTERN CLUSTER LIMITED**, a corporation organized under the laws of Liberia (hereinafter referred to as the "CONCESSIONAIRE").

Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Mineral Development Agreement, dated __ ____, 2011 among the Government of the Republic of Liberia, Western Cluster Limited and Elenilto Minerals & Mining Limited (the "MDA") or, if not defined therein, in the Minerals and Mining Law 2000 Part I, Title 23 of the Liberian Code of Laws Revised (the "Minerals and Mining Law"), any regulations issued under the Minerals and Mining Law (except to the extent provided in the MDA) or the Exploration Regulations.

WITNESSETH:

WHEREAS, the Government and the **CONCESSIONAIRE** have concluded, and the **CONCESSIONAIRE** is materially in compliance with, the provisions of the MDA relating to the application for a Mining License;

WHEREAS, the **CONCESSIONAIRE** is an Eligible Applicant for a Mining License;

WHEREAS, the **MINISTER** has the power to grant the **CONCESSIONAIRE** a Mining License as contemplated in the MDA, and to permit the **CONCESSIONAIRE** to conduct the Operations as contemplated by the MDA;

NOW, THEREFORE, for and in consideration of the premises, the mutual promises made by and between the Government and the **CONCESSIONAIRE** (hereinafter referred to as "the Parties"), and the terms and conditions herein contained and in the MDA, it is hereby irrevocably provided as follows:

Grant of Mining License

1. The **MINISTER** hereby grants to the **CONCESSIONAIRE** a Mining License for the Proposed Production Area, together with all related rights and privileges to allow the **CONCESSIONAIRE** to conduct the Operations contemplated by the MDA. This grant is subject to the provisions of the MDA. To the extent that there is any conflict between the terms of this Mining License or any Regulations and the terms of the MDA, the MDA shall prevail.

Term of License

2. The initial term of the Mining License shall commence on the date first above written and shall be for twenty-five (25) years unless earlier terminated pursuant to any Section of the MDA. The **CONCESSIONAIRE** shall have the right to renew the Mining License, for consecutive additional terms not to exceed twenty-five (25) years each subject to the provisions of the MDA.

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Discovery of Other Minerals

3. Subject to any prior rights of third parties arising as a result of exploration activities of such third parties permitted under Section 4.5 of the MDA, if the Company discovers other Minerals within a Production Area the Company may apply for an amendment to this Mining License or for a new Mining License to cover the new Minerals in accordance with this Mining License and the Agreement and the Government shall not unreasonably withhold its approval of such amendment or grant of a new Mining License provided that the Company has submitted to the Government an amendment to the existing Feasibility Report or, at the Government's discretion, a new Feasibility Report, for such other Minerals.

Additional Exploration within the Proposed Production Area

4. If the CONCESSIONAIRE wishes to carry out additional Exploration within the Proposed Production Area it may do so in accordance with the MDA.

Surface Rights

5. Without prejudice to the generality of the rights provided in the MDA, the grant of the Mining License shall, pursuant to the provisions of Section 6.7(d) of the Minerals and Mining Law, carry the following surface rights:
 - (i) Erection of habitations, office buildings, mill buildings, engine houses, storehouses;
 - (ii) Building of dumps, ditches for drainage, roads within the surface boundaries of the Proposed Production Area;
 - (iii) Making trenches and open cuts, constructed for and necessary Mining Operation;
 - (iv) Cutting of timber only insofar as it is necessary to clear for buildings and such works as are mentioned in (i) to (iii) above and to use in construction of the mining site; and
 - (v) Use of water and other resources necessary for the execution of the work.

Rights to Dispose of Minerals

6. The CONCESSIONAIRE shall have the right to freely dispose of within Liberia all Minerals extracted under the terms of this Mining License, and may export all such Minerals in their original or changed form subject to the specific provisions of the MDA.

Reports by the CONCESSIONAIRE

7. The CONCESSIONAIRE shall submit to the MINISTER reports in accordance with the MDA.

Inspection of Mining Premises and Books

8. The MINISTER shall have the right in accordance with the terms of the MDA to order an inspection at any time of the Proposed Production Area and of the books and records of the CONCESSIONAIRE.

SECTION 704. ROYALTIES AND SURFACE RENT

- (a) *Royalties.* A royalty is due and payable to the Government of Liberia at the time of each shipment and in the amount of the stated percent of the value of commercially shipped mineral, regardless of whether the shipment is a sale or other disposition:
- (1) *Iron ore.* 4.5 percent.
 - (2) *Gold and other base metals.* 3 percent.
 - (3) *Commercial diamonds.* 5 percent.
- (b) *Surface Rent.* A producer who has a mineral exploration license or a Class A mining license shall pay an annual surface rent.
- (1) The surface rent is:
 - (A) *Land within a mineral exploration license area.* US \$0.20 (Twenty United States Cents) per acre.
 - (B) *Land within a mining license area.*
 - (i) Year 1-10 US \$5.00 per acre.
 - (ii) Year 11-25 US \$10.00 per acre.
 - (2) Annual payments are due on or before the effective date of the agreement and on the agreement anniversary date thereafter.
 - (3) Surface rent amounts stated in this section shall be subject to inflationary adjustment in accordance with the GDP Implicit Price Deflator as published and revised from time to time to time by the U.S. Department of Commerce, Bureau of Economic Analysis ("the deflator"). The inflation-adjusted rent shall be effective January 1 of each calendar year based on the ratio of the value of the revised deflator for the second quarter of the immediately preceding calendar year to the value of the revised deflator for the second quarter of 2008.

SECTION 705. DETERMINATION OF TAXABLE INCOME OF MINING PROJECTS

- (a) *Gross Income.* The gross income of a mining project includes—
- (1) All revenues resulting from production and other operations carried out under the project's mining license;
 - (2) Any other income that the project receives from business activity or investment accruing in, derived from, brought into or received in Liberia, including currency gains when realized (but not gains from hedging transactions), less the deductions set forth in subsection (b).
- (b) *Deductions Allowed from Gross Income.* In accordance with the rules of Chapter 2, all expenditures incurred during the tax period wholly, exclusively, and necessarily in connection with project operations (including non-capital operating costs but excluding capital costs except to the extent of the annual allowance for depreciation), are allowed as deductions, including but not limited to the following items:
- (1) Royalties and surface rent (as specified in Section 704), and fees and rent paid for the privilege of a mining exploration license or a Class A mining license in accordance with the Mining Law.
 - (2) An allowance for depreciation of mining plant and equipment in accordance with the depreciation rules of Chapter 2, subject to the special rule of Section 706.
 - (3) A carryforward of net operating loss from a prior year to the extent permitted under Section 203(e) as modified by Section 707.

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- (c) *Form of Organization Disregarded.* Regardless of the legal form of organization adopted by one or more persons having an interest in a mining project, a producer's taxable income shall be determined separately for each mining production project, and a person with an interest in more than one mining production project shall not be permitted to consolidate income or loss of one mining production project with that of any other.
- (1) For purposes of determining income tax, income from a mining project is considered to be income of a resident legal person or of a Section 803 permanent establishment taxable according to the rules applicable to a resident legal person. Taxable income and income tax liability are determined under provisions of the regular income tax of Chapter 2 subject to special rules provided in this Chapter.
 - (2) In accordance with Section 10(z), a producer who holds a Class A mining license ("license") granted under the Mining Law is considered to have an interest in the mining project that is the subject of the license and is the taxpayer legally responsible for paying tax with respect to income of the project.
 - (3) The Chapter 9 filing and advance payment rules for the regular income tax apply to a producer with income from a mining project.
- (d) *Mining Law.* The Mining Law governs non-tax terms of extraction of minerals in Liberia, including licenses and fees.
- (e) *Valuation of Minerals.* Extracted minerals shall be valued for all purposes of this Code using the valuation method described in Section 703.
- (f) *US Dollar Accounting.* Books and records of a mining project may be kept in Liberian or US Dollars, but a mining project's tax and taxable income shall be determined in US Dollars.
- (g) *Consolidated Account.* An amount that a producer is required to contribute to a development fund or other fund specified in this Chapter, or a payment a producer is required to make under the Mining Law, is to be paid into the consolidated account.
- (h) *Compliance.* An amount due or amount in default under an agreement between a mining project producer and the Government of Liberia is treated as a tax liability under this Code, and is subject to the same procedural requirements (including penalties, fees, and interest).

SECTION 702. RATE OF TAX

- (a) *Rate.* The rate of tax on taxable income from a mining project shall be 30 percent.
- (b) *Surtax on Income from High-Yield Projects.* Income from a high-yield mining project, as defined in Section 730, shall be subject to a higher marginal rate of income tax on taxable income under the conditions and using the calculation method set out in that section.

SECTION 703. VALUATION

- (a) *General Rule.* Minerals extracted by a mining project are valued for all purposes at fair market value f.o.b. Liberia without reduction for claims, counterclaims, discounts, commissions, or any other asserted offset or deduction.
- (b) *Cross-Reference.* The fair market value f.o.b. Liberia is determined for the day of shipment in accordance with Section 10(cc), and in the case of a product for which there is a reliable international price index, as specified in regulations referencing that index.
- (c) *Gold.* The fair market value of gold f.o.b. Liberia is the London afternoon gold price fixing ("London PM fix") for the day the gold is shipped from Liberia.
- (d) *Advance Pricing Agreement.* The Government of Liberia and a producer may agree to a transfer pricing methodology in an advance pricing agreement in accordance with Section 18.

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- (4) **Mining Project.** The term "mining project" means mineral exploration, mineral development, or mining carried out by a mining project producer within a mineral exploration license area or a mining license area.
- (5) **Mining Production Project.** The term "mining production project" means mineral development, mining, or related activities carried out by a mining project producer within a mining license area.
- (5) **Other Mining Activity.** Mineral exploration, mining development, mining, or related activities carried out under any category of license issued in accordance with the Mining Law other than a mining exploration license or a Class A mining license is not a "mining project" and is taxable under the general rules of Chapter 2 rather than as a "mining project" under this Chapter, except that the royalty rates of Section 704 apply to the sale or other disposition of minerals mined under a license other than a Class A license.

- (d) **Capital Goods.** For purposes of this Chapter, the term "capital goods" has the same meaning as in Section 1001(g)(5).
- (e) **Commercial Production.**
- (1) A mining or petroleum project begins "commercial production" on the date of the first shipment of mineral or petroleum extracted from a mining license area or petroleum area as part of a regular program of profit-seeking activity.
 - (2) Commercial production ends on the last day of a tax period in which the number of shipments is less than one-tenth of the average shipments during the first three years of commercial production.
- (f) **Exploration Expenditures.**
- (1) **Mining.** "Mineral exploration expenditures" are costs associated with exploration of a mineral exploration license area to determine whether it is possible to develop the area for production of minerals.
- (g) **Development Expenditures.**
- (1) **Mining.** "Mining development expenditures" are costs associated with the development of a mining license area, or a part thereof, to prepare it for commercial production.
- (h) **Attribution of Expenditures.** Exploration, development, and capital goods expenditures incurred prior to a project's first tax period are attributable to it for income tax purposes as follows—
- (1) **Mining Project.** In the case of a mining project, expenditures incurred prior to the existence of any mining production project within a mineral exploration license area are attributable to the first mining production project established within the first mining license area within a mineral exploration license area. Subsequent expenditures in the mineral exploration license area after the date of the first Class A mining license, but outside the first mining license area, are attributed to subsequent mining production projects under subsequent Class A mining licenses issued for the mineral exploration license area. Exploration, development, and capital goods expenditures not attributable to a mining production project described in this paragraph are not deductible in determining taxable income.

SUBCHAPTER A. MINING

SECTION 701. SCOPE OF SUBCHAPTER

- (a) **Income Taxation.** In accordance with the provisions of Part II (to the extent applicable) and as specifically provided in this Chapter, income tax is imposed on taxable income from a mining project (as defined in Section 700). In case of inconsistency with other provisions of Part II, the provisions of this subchapter are determinative.
- (b) **Rate of Tax.** Taxable income from a mining project is subject to income tax at the rate stated in Section 702.



must disclose the error or omission in its next-filed tax return or other scheduled report (or sooner as specified in regulations).

(b) **Guidelines.** The term "Guidelines" means the guidelines established by the Organization for Economic Cooperation and Development and by the United Nations with respect to transfer pricing.

(c) **Obligations of the Parties.** In negotiation of a TPM, the Ministry of Finance and the producer are required to take the Guidelines into account.

CHAPTER 7. INCOME TAXATION OF NATURAL RESOURCES

Section 700. Definitions

Subchapter A. Mining

Section 701. Scope of Subchapter

Section 702. Rate of Tax

Section 703. Valuation

Section 704. Royalties and Surface Rent

Section 705. Determination of Taxable Income of Mining Projects

Section 706. Special Rule for Depreciation

Section 707. Special Rule for Net Operating Loss Carryforward

Section 708. Special Rule for Interest Deduction

Section 709. Special Rule for Mining Exploration and Development Expenditures

Section 710. Special Rule for Decommissioning Expenses

Section 711. Treatment of Property Transfers

Section 712. Successor Agreement; Transfer of Interest in Project

Section 713. Transactions between Related Persons

Section 714. Partnerships and Joint Ventures

Sections 715-729. Reserved

Section 730. Surtax on Income from High-Yield Projects

Section 731. Determination of Expenditures for Section 730 Purposes

Section 732. Determination of Total Revenues for Section 730 Purposes

Sections 733-739. Reserved

SECTION 700. DEFINITIONS

(a) **Producer.** The term "producer" means a "mining project producer" or a "petroleum project producer" as specified in subsections (b) and (c).

(b) **Mining Project.**

(1) **Producer.** A "mining project producer" (or the short form "producer," used for convenience when the context is clear) is a person who--

(A) Carries out mineral exploration under a mineral exploration license issued under the Mining Law; or

(B) Carries out mineral exploration, development, or production activity under a mineral development agreement or a Class A mining license issued in accordance with the Mining Law.

(2) **Mineral Exploration License Area.** A "mineral exploration license area" is the geographic area covered by a mineral exploration license.

(3) **Mining License Area.** A "mining license area" is the geographic area covered by a Class A mining license.

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EXHIBIT 3

OTHER APPROVED FISCAL PROVISIONS

This Exhibit shall be read in conjunction with the Revenue Code. To the extent of any conflict with the Revenue Code, this Exhibit shall govern to the extent that this Agreement so provides.

* * *

SECTION 17. STABILITY OF FISCAL REGIME FOR MINING, PETROLEUM, AND RENEWABLE RESOURCE PROJECTS

When entering into an agreement with a Chapter 6 contractor, or a Chapter 7 producer, the Government of Liberia is permitted to accept a clause stabilizing the following aspects of taxation to the terms under Code provisions for a period not to exceed 15 years from the effective date of the agreement:

- (1) The income tax rate;
- (2) The rate of royalty;
- (3) The special rule for extended net operating loss carryforward;
- (4) The special rule for depreciation and other cost recovery;
- (5) The rate for withholding of tax on payments;
- (6) The exemption provided in Section 1001(e)(6) and 1001(g)(5);
- (7) The exemption provided in Section 1708(b); and
- (8) The exemption provided in Section 2009(i).

Section 18. Advance Pricing Agreement

(a) **General Rule.** The term "advance pricing agreement" ("APA") means an agreement with the Government of Liberia establishing a transfer pricing methodology ("TPM") intended to reflect transactions between related parties as they would be if they had been between unrelated parties dealing at arm's length. If a person who has entered into an APA complies fully with its terms and conditions, the Ministry of Finance will not contest the application of the TPM to the subject matter of the APA.

- (1) In addition to the TPM, an APA may specify the related party transactions or transfers the agreement covers ("covered transactions"), the APA term, operational and compliance provisions, appropriate adjustments, critical assumptions regarding future events, mandatory recordkeeping, annual reporting responsibilities, and other provisions that may be appropriate, necessary, or desirable.
- (2) An APA is a supplement to administrative and judicial mechanisms for resolving transfer pricing issues.
- (3) A person who has entered into an APA must maintain books and records sufficient to enable the Ministry of Finance to examine whether the producer has complied with the APA.
- (4) Both while an APA request is pending and after an APA is executed, a person who has entered into an APA is under a continuing duty to supplement material facts and information submitted in connection with the person's request for the APA. If, after an APA is executed, the person discovers that information provided in connection with the APA request was false, incorrect, or incomplete in some material respect, the person

Handwritten marks at the bottom of the page, including a large 'u' and several smaller scribbles.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Guarantee as of the date first above written.

ELENILTO MINERALS & MINING LLC

By: _____
Name: _____
Title: _____

SESA GOA LTD

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED:

THE GOVERNMENT OF THE
REPUBLIC OF LIBERIA

By: _____
MINISTER OF LANDS, MINES
AND ENERGY

By: _____
MINISTER OF FINANCE

By: _____
THE CHAIRMAN OF THE
NATIONAL INVESTMENT
COMMISSION

ATTESTED BY:

MINISTER OF JUSTICE
REPUBLIC OF LIBERIA

(Handwritten signatures and initials)

has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on either Party anywhere in the world, whether within or without the jurisdiction of any such court.

- 33 If any term or other provision of this Guarantee is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Guarantee 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; provided, however, that this Guarantee may not be enforced without giving effect to the provisions of Section 1 hereof. No party hereto shall assert, and each party shall cause its respective affiliates not to assert, that this Guarantee or any part hereof is invalid, illegal or unenforceable. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Guarantee so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
- 34 This Guarantee may be executed and delivered (including by facsimile transmission) in two (2) or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- 35 Capitalized terms used but not defined herein shall have the meaning assigned to them in the MDA.

[Remainder of this page intentionally left blank: signature page follows.]



With a copy to

The Minister of Justice
Ministry of Justice
Ashmun & Center Street
Monrovia, Liberia

If to Guarantor:

ELENILTO MINERALS & MINING LLC

Address: 160 Greentree Drive, Suite 101,
Dover, Kent Country,
Delaware 19904

Fax number: + 972 3608 8455

Attention: Mr. Gal Chet

Email: gal@csglaw.co.il, alon@engelinvest.com,
jacob@engelinvest.com

SESA GOA LTD

Address: Sesa Ghor,
Patto, Panjim,
Goa 403 001

Fax number: +91 832 246 0816

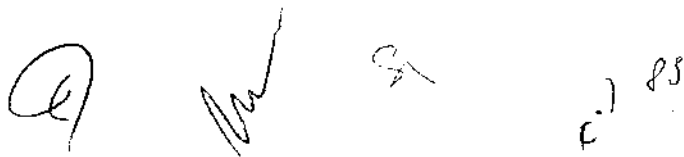
Attention: Mr. P.K. Mukherjee

Email: pkm@vedanta.co.in

Beneficiary and Guarantor may designate by notice in writing a new address to which any notice, demand, request or other communication may thereafter be so given, served or sent. Each notice, demand, request, or other communication which shall be delivered in the manner described above, shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee.

31 *This Guarantee shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws principles thereof (other than Section 5-1401 of the New York General Obligations Law).*

32 The parties agree that any suit, action or proceeding seeking to enforce any provision of, or based on *any matter arising out of or in connection with this Guarantee*, or the transactions contemplated hereby, shall be brought in any federal court sitting in New York State, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Guarantee shall be deemed to have arisen from a transaction of business in the State of New York. Each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or any objection that any such suit, action or proceeding brought in any such court



Guarantee; and (iii) this Guarantee constitutes a legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

- 28 Within 120 days following the end of each financial year of Sesa Goa Ltd., Sesa Goa Ltd. shall deliver to Beneficiary the financial statements and opinion regarding Sesa Goa (as opposed to the Company) described in Sections 17.4 (a) and (b), respectively, of the MDA.
- 29 This Guarantee shall remain in full force and effect and shall be binding on Guarantor, jointly and severally, and their respective successors and permitted assigns until the satisfaction in full of the Guaranteed Obligations.
- 30 All notices, demands, requests and other communications to Beneficiary or Guarantor hereunder must be in writing and shall be deemed to have been given: (i) on the date of personal delivery; or (ii) if sent by facsimile to the numbers shown below and followed with a telephonic confirmation or copy sent by first class mail, on the date of such facsimile transmission; or (iii) when properly deposited for delivery by commercial overnight delivery service, prepaid, on the date delivered, as set forth in the records of such delivery service; and shall be addressed as follows:

if to Beneficiary:

The Minister of Lands, Mines and Energy
Ministry of Lands, Mines and Energy
Capitol Hill
Monrovia,
Liberia

And

The Minister of Finance
Ministry of Finance
Broad Street
P.O. Box 10-9013
Monrovia, Liberia

And

The Chairman, National Investment Commission
National Investment Commission
12th Street Sinkor
P.O. Box 10-9043
Monrovia, Liberia

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conditions thereof; it being the intention hereof that Guarantor shall remain liable as a principal until all Guaranteed Obligations shall have been fully satisfied, or this Guarantee is otherwise terminated under Section 12 hereof, notwithstanding any act, omission, or thing which might otherwise operate as a legal or equitable discharge of Guarantor.

- 21 Guarantor's obligations as guarantor shall not be impaired, modified, changed, released, or limited in any manner whatsoever by any impairment, modification, change, release, or limitation of the liability of the Company or its estates in bankruptcy, resulting from the operation of any present or future provision of the bankruptcy laws or other similar statute, or from the decision of any court.
- 22 Beneficiary shall have the full right, in its discretion and without any notice to or consent from Guarantor, from time to time and at any time and without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder: (a) to extend, in whole or in part, by renewal or otherwise, and on one or any number of occasions, the time for the performance of any term or condition of the MDA; (b) to settle, compromise, release, substitute, surrender, modify, or impair; to enforce and exercise, or to fail or refuse to enforce or exercise, any claims, rights, or remedies, of any kind or nature, which Beneficiary may at any time have against the Company.
- 23 This Guarantee is an absolute, unconditional and continuing guarantee of performance and not of collection. Guarantor hereby agrees that its obligations hereunder are irrevocable, and are independent of the obligations of the Company; that a separate action or actions may be brought and prosecuted against Guarantor regardless of whether any action is brought against the Company or whether the Company is joined in any such action or actions; and Guarantor hereby waives the benefit of any statute of limitations affecting its liability hereunder or the enforcement hereof.
- 24 In the event that Beneficiary retains or engages an attorney or attorneys to successfully enforce this Guarantee Guarantor shall reimburse Beneficiary for all expenses incurred, including attorneys' fees and disbursements in connection with such enforcement.
- 25 Guarantor shall have no right of subrogation whatsoever with respect to the Guaranteed Obligations or to any collateral securing such obligations unless and until such obligations have been paid in full.
- 26 Guarantor may not assign its obligations under this Guarantee to any Person without the prior written consent of Beneficiary. Guarantor agrees that this Guarantee shall be binding upon and enforceable against Guarantor and Guarantor's successors or permitted assigns.
- 27 Guarantor hereby represents and warrants that: (i) the execution, delivery and performance by Guarantor of this Guarantee and the fulfillment of and compliance with the terms and provisions hereof have been duly authorized by Guarantor (with such authorization in full force and effect), and do not and will not conflict with or violate any provision of its formation or organizational documents or conflict with, or result in any breach of, or constitute a default under, any agreement to which Guarantor is a party or by which Guarantor is bound; (ii) no other action is necessary for Guarantor to enter into this

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**EXHIBIT 2C
FORM OF MINING GUARANTEE**

THIS GUARANTEE (this "Guarantee") is made as of _____ [], 2011 by ELENILTO MINERALS & MINING LLC and SESA GOA LTD ("Guarantor"), to and for the benefit of the Republic of Liberia ("Beneficiary").

WITNESSETH:

- A. By a Mineral Development Agreement, dated as of August 3, 2011, made by and among Beneficiary, Western Cluster Limited (the "Company") and Elenilto Minerals & Mining LLC and SESA GOA LTD (as such agreement may be amended from time to time, the "MDA"), the Company has agreed to execute and complete certain obligations upon the terms, and subject to the conditions set forth in, the MDA.
- B. The Company is directly or indirectly controlled by Guarantor or an Affiliate of the Guarantor and Guarantor or one of its Affiliates will be considerably benefited by the MDA.
- C. At the request of Beneficiary, Guarantor has agreed to guarantee due performance of the obligations of the Company as specified herein on the terms and subject to the conditions set out herein.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration the receipt of which is hereby acknowledged and accepted, Guarantor hereby agrees as follows:

- 18 Guarantor hereby irrevocably, unconditionally and absolutely guarantees any obligation or liability of the Company under, or undertaken in connection with Sections 6.2 and 20.5(a) of the MDA, provided, that in no event shall Guarantor be obligated to expend more than US\$50 million (the "Guaranteed Obligations"), regardless of whether recovery on such Guaranteed Obligations may be or hereafter become barred by any statute of limitations or such Guaranteed Obligations may otherwise be or become unenforceable.
- 19 Guarantor agrees that this Guarantee shall be deemed a continuing guarantee of those Guaranteed Obligations. Guarantor hereby expressly acknowledges and agrees that, notwithstanding anything to the contrary set forth in the MDA, for purposes of this Guarantee, "Guaranteed Obligations" shall be deemed to include all the obligations and liabilities of any Affiliate of the Company to which rights and obligations under the MDA have been assigned.
- 20 Guarantor hereby irrevocably waives (i) diligence, presentment, protest, notice of dishonor, demand, extension of time for payment, notice of non-payment, and indulgences and notices of every kind, (ii) any lack of validity or enforceability of this Guarantee, the MDA or any agreement or instrument relating thereto, and (iii) any other circumstance that might otherwise constitute a defense available to, or a discharge of Guarantor under, applicable law. Guarantor hereby consents to any and all forbearances and extensions of time of payment in connection with the MDA, and to any and all changes in terms, covenants, and

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IN WITNESS WHEREOF, the undersigned have executed and delivered this Guarantee as of the date first above written.

ELENILTO MINERALS & MINING LLC

By: _____
Name: _____
Title: _____

SESA GOA LTD

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED:

THE GOVERNMENT OF THE
REPUBLIC OF LIBERIA

By: _____
MINISTER OF LANDS, MINES
AND ENERGY

By: _____
MINISTER OF FINANCE

By: _____
THE CHAIRMAN OF THE
NATIONAL INVESTMENT
COMMISSION

ATTESTED BY:

MINISTER OF JUSTICE
REPUBLIC OF LIBERIA

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contemplated hereby, shall be brought in any federal court sitting in New York State, so long as one of such courts shall have subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Guarantee shall be deemed to have arisen from a transaction of business in the State of New York. Each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or any objection that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on either Party anywhere in the world, whether within or without the jurisdiction of any such court.

- 16 If any term or other provision of this Guarantee is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Guarantee 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; provided, however, that this Guarantee may not be enforced without giving effect to the provisions of Section 1 hereof. No party hereto shall assert, and each party shall cause its respective affiliates not to assert, that this Guarantee or any part hereof is invalid, illegal or unenforceable. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Guarantee so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.
- 17 This Guarantee may be executed and delivered (including by facsimile transmission) in two (2) or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- 18 Capitalized terms used but not defined herein shall have the meaning assigned to them in the MDA.

[Remainder of this page intentionally left blank: signature page follows.]

And

The Chairman, National Investment Commission
National Investment Commission
12th Street Sinkor
P.O. Box 10-9043
Monrovia, Liberia

With a copy to

The Minister of Justice
Ministry of Justice
Ashmun & Center Street
Monrovia, Liberia

If to Guarantor:

ELENILTO MINERALS & MINING LLC

Address: 160 Greentree Drive, Suite 101,
Dover, Kent Country,
Delaware 19904

Fax number: + 972 3608 8455

Attention: Mr. Gal Chet

Email: gal@csglaw.co.il, alon@engclinvest.com,
jacob@engclinvest.com

SESA GOA LTD

Address: Sesa Ghor,
Patto, Panjim,
Goa 403 001

Fax number: +91 832 246 0816

Attention: Mr. P.K. Mukherjee

Email: pkm@vedanta.co.in

Beneficiary and Guarantor may designate by notice in writing a new address to which any notice, demand, request or other communication may thereafter be so given, served or sent. Each notice, demand, request, or other communication which shall be delivered in the manner described above, shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee.

- 14 This Guarantee shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to the conflicts of laws principles thereof (other than Section 5-1401 of the New York General Obligations Law).
- 15 The parties agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Guarantee, or the transactions

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formation or organizational documents or conflict with, or result in any breach of, or constitute a default under, any agreement to which Guarantor is a party or by which Guarantor is bound; (ii) no other action is necessary for Guarantor to enter into this Guarantee; (iii) this Guarantee constitutes a legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms; and (iv) Exhibit A attached hereto sets forth a true, correct and complete copy of the most recent balance sheet of the Guarantor which balance sheet, has been prepared in accordance with GAAP or IFRS and presents fairly in all material respects the financial position of Guarantor as of the dates indicated therein.

- 11 Within 120 days following the end of each financial year of Sesa Goa Ltd., Sesa Goa Ltd. shall deliver to Beneficiary the financial statements and opinion regarding Sesa Goa (as opposed to the Company) described in Sections 17.4 (a) and (b), respectively, of the MDA.
- 12 This Guarantee shall remain in full force and effect and shall be binding on Guarantor, jointly and severally, and their respective successors and permitted assigns until the earliest of: (i) satisfaction in full of the Guaranteed Obligations; (ii) the payment by the Guarantor under this Guarantee of the maximum amount described in Section 1 hereof; and (iii) the date which is one year after the termination of all the Exploration Licenses.
- 13 All notices, demands, requests and other communications to Beneficiary or Guarantor hereunder must be in writing and shall be deemed to have been given: (i) on the date of personal delivery; or (ii) if sent by facsimile to the numbers shown below and followed with a telephonic confirmation or copy sent by first class mail, on the date of such facsimile transmission; or (iii) when properly deposited for delivery by commercial overnight delivery service, prepaid, on the date delivered, as set forth in the records of such delivery service; and shall be addressed as follows:

if to Beneficiary:

The Minister of Lands, Mines and Energy
Ministry of Lands, Mines and Energy
Capitol Hill
Monrovia, Liberia

And

The Minister of Finance
Ministry of Finance
Broad Street
P.O. Box 10-9013
Monrovia, Liberia

otherwise constitute a defense available to, or a discharge of Guarantor under, applicable law. Guarantor hereby consents to any and all forbearances and extensions of time of payment in connection with the MDA, and to any and all changes in terms, covenants, and conditions thereof; it being the intention hereof that Guarantor shall remain liable as a principal until all Guaranteed Obligations shall have been fully satisfied, or this Guarantee is otherwise terminated under Section 12 hereof, notwithstanding any act, omission, or thing which might otherwise operate as a legal or equitable discharge of Guarantor.

- 4 Guarantor's obligations as guarantor shall not be impaired, modified, changed, released, or limited in any manner whatsoever by any impairment, modification, change, release, or limitation of the liability of the Company or its estates in bankruptcy, resulting from the operation of any present or future provision of the bankruptcy laws or other similar statute, or from the decision of any court.
- 5 Beneficiary shall have the full right, in its discretion and without any notice to or consent from Guarantor, from time to time and at any time and without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder: (a) to extend, in whole or in part, by renewal or otherwise, and on one or any number of occasions, the time for the performance of any term or condition of the MDA; (b) to settle, compromise, release, substitute, surrender, modify, or impair, to enforce and exercise, or to fail or refuse to enforce or exercise, any claims, rights, or remedies, of any kind or nature, which Beneficiary may at any time have against the Company.
- 6 This Guarantee is an absolute, unconditional and continuing guarantee of performance and not of collection. Guarantor hereby agrees that its obligations hereunder are irrevocable, and are independent of the obligations of the Company; that a separate action or actions may be brought and prosecuted against Guarantor regardless of whether any action is brought against the Company or whether the Company is joined in any such action or actions; and Guarantor hereby waives the benefit of any statute of limitations affecting its liability hereunder or the enforcement hereof.
- 7 In the event that Beneficiary retains or engages an attorney or attorneys to successfully enforce this Guarantee, Guarantor shall reimburse Beneficiary for all expenses incurred, including attorneys' fees and disbursements in connection with such enforcement.
- 8 Guarantor shall have no right of subrogation whatsoever with respect to the Guaranteed Obligations or to any collateral securing such obligations unless and until such obligations have been paid in full.
- 9 Guarantor may not assign its obligations under this Guarantee to any Person without the prior written consent of Beneficiary. Guarantor agrees that this Guarantee shall be binding upon and enforceable against Guarantor and Guarantor's successors or permitted assigns..
- 10 Guarantor hereby represents and warrants that: (i) the execution, delivery and performance by Guarantor of this Guarantee and the fulfillment of and compliance with the terms and provisions hereof have been duly authorized by Guarantor (with such authorization in full force and effect), and do not and will not conflict with or violate any provision of its

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EXHIBIT 2B
FORM OF EXPLORATION GUARANTEE

THIS GUARANTEE (this "Guarantee") is made as of _____ [], 2011 by ELENILTO MINERALS & MINING LLC and SESA GOA LTD, a Delaware and an Indian entities, respectively ("Guarantor"), to and for the benefit of the Republic of Liberia ("Beneficiary").

WITNESSETH:

- A. By a Mineral Development Agreement, dated as of August 3, 2011, made by and among Beneficiary, Western Cluster Limited (the "Company") and Guarantor (as such agreement may be amended from time to time, the "MDA"), the Company has agreed to execute and complete certain obligations upon the terms, and subject to the conditions set forth in, the MDA.
- B. The Company is directly or indirectly controlled by Guarantor or an Affiliate of the Guarantor and Guarantor or one of its Affiliates will be considerably benefited by the MDA.
- C. At the request of Beneficiary, Guarantor has agreed to guarantee due performance of the obligations of the Company as specified herein on the terms and subject to the conditions set out herein.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration the receipt of which is hereby acknowledged and accepted, Guarantor hereby agrees as follows:

- 1 Guarantor hereby irrevocably, unconditionally and absolutely guarantees any obligation or liability of the Company under Section 10.1 of the Exploration Regulations with respect to any Exploration conducted pursuant to the MDA, provided, that in no event shall Guarantor be obligated to expend more than an amount in U.S. Dollars equal to 15% of the Approved Work Program pursuant to this Guarantee (the "Guaranteed Obligations"), regardless of whether recovery on such Guaranteed Obligations may be or hereafter become barred by any statute of limitations or such Guaranteed Obligations may otherwise be or become unenforceable subject to clause 12.
- 2 Guarantor agrees that this Guarantee shall be deemed a continuing guarantee of those Guaranteed Obligations. Guarantor hereby expressly acknowledges and agrees that, notwithstanding anything to the contrary set forth in the MDA, for purposes of this Guarantee, "Guaranteed Obligations" shall be deemed to include all the obligations and liabilities of any Affiliate of the Company to which such rights and obligations under the MDA have been assigned.
- 3 Guarantor hereby irrevocably waives (i) diligence, presentment, protest, notice of dishonor, demand, extension of time for payment, notice of non-payment, and indulgences and notices of every kind, (ii) any lack of validity or enforceability of this Guarantee, the MDA or any agreement or instrument relating thereto, and (iii) any other circumstance that might

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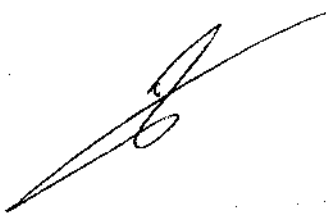
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- 16 This Guarantee may be executed and delivered (including by facsimile transmission) in two (2) or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- 17 Capitalized terms used but not defined herein shall have the meaning assigned to them in the MDA.

IN WITNESS WHEREOF, the parties have signed this Agreement, through their respective duly authorized representatives, on the day, month and year indicated below.

Signed in ten (10) originals on the 3rd day of August, 2011.

Witnesses



FOR ELENILTO:



By: MR. JACOB ENGEL
DULY AUTHORISED REPRESENTATIVE

FOR BLOOM:



By: MR. P. K. MUKHERJEE
DULY AUTHORISED REPRESENTATIVE

FOR SESA GOA:



By: MR. P. K. MUKHERJEE
DULY AUTHORISED REPRESENTATIVE

If to Guarantor:

ELENILTO MINERALS & MINING LLC

Address: 160 Greentree Drive, Suite 101,
Dover, Kent Country,
Delaware 19904

Fax number: + 972 3608 8455

Attention: Mr. Gal Chet

Email: gal@csglaw.co.il, alon@engelinvest.com,
jacob@engelinvest.com

BLOOM FOUNTAIN LIMITED

and

SESA GOA LTD

Address: Sesa Ghor,
Patto, Panjim,
Goa, India 403 001

Fax number: +91 832 246 0816

Attention: Mr. P.K. Mukherjee

Email: pkm@vedanta.co.in

Beneficiary and Guarantor may designate by notice in writing a new address to which any notice, demand, request or other communication may thereafter be so given, served or sent. Each notice, demand, request, or other communication which shall be delivered in the manner described above, shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee.

- 13 This Guarantee shall be governed by and construed in accordance with the laws of England.
- 14 The parties agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Guarantee, or the transactions contemplated hereby, shall be brought before the arbitration venue set forth in the MDA and the provisions regarding arbitration in the MDA shall apply to this Guarantee.
- 15 If any term or other provision of this Guarantee is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Guarantee 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; provided, however, that this Guarantee may not be enforced without giving effect to the provisions of Section 1 hereof. No party hereto shall assert, and each party shall cause its respective affiliates not to assert, that this Guarantee or any part hereof is invalid, illegal or unenforceable. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Guarantee so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.



Guarantor is bound; (ii) no other action is necessary for Guarantor to enter into this Guarantee; and (iii) this Guarantee constitutes a legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

- 11 This Guarantee shall remain in full force and effect and shall be binding on Guarantor, its successors and permitted assigns until the satisfaction in full of the Guaranteed Obligations.
- 12 All notices, demands, requests and other communications to Beneficiary or Guarantor hereunder must be in writing and shall be deemed to have been given: (i) on the date of personal delivery; or (ii) if sent by facsimile to the numbers shown below and followed with a telephonic confirmation or copy sent by first class mail, on the date of such facsimile transmission; or (iii) when properly deposited for delivery by commercial overnight delivery service, prepaid, on the date delivered, as set forth in the records of such delivery service; and shall be addressed as follows:

If to Beneficiary:

The Minister of Lands, Mines and Energy
Ministry of Lands, Mines and Energy
Capitol Hill
Monrovia,
Liberia

And


The Minister of Finance
Ministry of Finance
Broad Street
P.O. Box 10-9013
Monrovia, Liberia

And

The Chairman, National Investment Commission
National Investment Commission
12th Street Sinkor
P.O. Box 10-9043
Monrovia, Liberia

With a copy to

The Minister of Justice
Ministry of Justice
Ashmun & Center Street
Monrovia, Liberia



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payment in connection with the MDA, and to any and all changes in terms, covenants, and conditions thereof; it being the intention hereof that Guarantor shall remain liable as a principal until all Guaranteed Obligations shall have been fully satisfied, or this Guarantee is otherwise terminated under Section 12 hereof, notwithstanding any act, omission, or thing which might otherwise operate as a legal or equitable discharge of Guarantor.

- 4 Guarantor's obligations as guarantor shall not be impaired, modified, changed, released, or limited in any manner whatsoever by any impairment, modification, change, release, or limitation of the liability of the Company or its estates in bankruptcy, resulting from the operation of any present or future provision of the bankruptcy laws or other similar statute, or from the decision of any court.
- 5 Beneficiary shall have the full right, in its discretion and without any notice to or consent from Guarantor, from time to time and at any time and without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder: (a) to extend, in whole or in part, by renewal or otherwise, and on one or any number of occasions, the time for the performance of any term or condition of the MDA; (b) to settle, compromise, release, substitute, surrender, modify, or impair, to enforce and exercise, or to fail or refuse to enforce or exercise, any claims, rights, or remedies, of any kind or nature, which Beneficiary may at any time have against the Company.
- 6 This Guarantee is an absolute, unconditional and continuing guarantee of performance and not of collection. Guarantor hereby agrees that its obligations hereunder are irrevocable, and are independent of the obligations of the Company; that a separate action or actions may be brought and prosecuted against Guarantor regardless of whether any action is brought against the Company or whether the Company is joined in any such action or actions; and Guarantor hereby waives the benefit of any statute of limitations affecting its liability hereunder or the enforcement hereof.
- 7 In the event that Beneficiary retains or engages an attorney or attorneys to successfully enforce this Guarantee Guarantor shall reimburse Beneficiary for all expenses incurred, including attorneys' fees and disbursements in connection with such enforcement.
- 8 Guarantor shall have no right of subrogation whatsoever with respect to the Guaranteed Obligations or to any collateral securing such obligations unless and until such obligations have been paid in full.
- 9 Guarantor may not assign its obligations under this Guarantee to any Person without the prior written consent of Beneficiary. Guarantor agrees that this Guarantee shall be binding upon and enforceable against Guarantor and Guarantor's successors or permitted assigns.
- 10 Guarantor hereby represents and warrants that: (i) the execution, delivery and performance by Guarantor of this Guarantee and the fulfillment of and compliance with the terms and provisions hereof have been duly authorized by Guarantor (with such authorization in full force and effect), and do not and will not conflict with or violate any provision of its formation or organizational documents or conflict with, or result in any breach of, or constitute a default under, any agreement to which Guarantor is a party or by which

FORM OF PARENT GUARANTEE

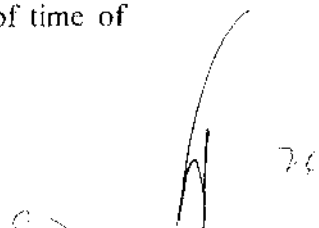
THIS GUARANTEE (this "Guarantee") is made as of August 3, 2011 by ELENILTO MINERALS & MINING LLC, BLOOM FOUNTAIN LIMITED, and SESA GOA LTD (collectively, "Guarantor" and each a Guarantor Entity), to and for the benefit of the Republic of Liberia ("Beneficiary").

WITNESSETH:

- A. By a Mineral Development Agreement, dated as of August 3, 2011, made by and among Beneficiary, Western Cluster Limited (the "Company") and Elenilto Minerals & Mining LLC, BLOOM FOUNTAIN LIMITED, and SESA GOA LTD (as such agreement may be amended from time to time, the "MDA"), the Company has agreed to execute and complete certain obligations upon the terms, and subject to the conditions set forth in, the MDA.
- B. The Company is directly or indirectly controlled by Guarantor or an Affiliate of the Guarantor and Guarantor or one of its Affiliates will be considerably benefited by the MDA.
- C. At the request of Beneficiary, Guarantor has agreed to guarantee due performance of the obligations of the Company as specified herein on the terms and subject to the conditions set out herein.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration the receipt of which is hereby acknowledged and accepted, each Guarantor Entity hereby agrees, jointly and severally, as follows:

- 1 Guarantor hereby irrevocably, unconditionally and absolutely guarantees any obligation or liability of the Company under, or undertaken in connection with the MDA (the "Guaranteed Obligations"), regardless of whether recovery on such Guaranteed Obligations may be or hereafter become barred by any statute of limitations or such Guaranteed Obligations may otherwise be or become unenforceable.
- 2 Guarantor agrees that this Guarantee shall be deemed a continuing guarantee of those Guaranteed Obligations. Guarantor hereby expressly acknowledges and agrees that, notwithstanding anything to the contrary set forth in the MDA, for purposes of this Guarantee, "Guaranteed Obligations" shall be deemed to include all the obligations and liabilities of any Affiliate of the Company to which rights and obligations under the MDA have been assigned.
- 3 Guarantor hereby irrevocably waives (i) diligence, presentment, protest, notice of dishonor, demand, extension of time for payment, notice of non-payment, and indulgences and notices of every kind, (ii) any lack of validity or enforceability of this Guarantee, the MDA or any agreement or instrument relating thereto, and (iii) any other circumstance that might otherwise constitute a defense available to, or a discharge of Guarantor under, applicable law. Guarantor hereby consents to any and all forbearances and extensions of time of

Handwritten signatures and initials at the bottom left of the page.Handwritten signature and the number 76 at the bottom right of the page.

- (c) the Liberia Minerals and Mining Law of 2000 (the "Mining Law"), the Liberia Revenue Code of 2000, the environmental laws and regulations of the Republic of Liberia and all other applicable laws and regulations of the Republic of Liberia, as such laws and regulations may from time to time be amended, modified or supplemented (subject to the terms of the MDA).
- 4.2. The Licensee will be required under the exploration regulations to make detailed quarterly reports of all field and sampling activities and results, and to make quarterly deposits with the Ministry of all geological information and samples gained from its exploration work in the Exploration Area, other than that position of the samples subjected to destructive analysis or testing, in each case within specified periods after the end of a quarter.
- 4.3. The term of this License is five years from the Effective Date, subject to any extension to such term pursuant to and in accordance with the terms of the MDA and subject to the earlier termination or relinquishment of this License pursuant to the terms of the MDA.
- 4.4. The address of the Licensee in Monrovia for notices relating to this License is as follows:

The Licensee may change this address to another address in Monrovia by notice to the Minister at the principal office of the Ministry in Monrovia in the manner provided in the Exploration Regulations.

- 4.5. If the Licensee discovers in the Exploration Area exploitable deposits of the minerals referred to in Section 1.2 of this License, subject to and in accordance with the terms of the MDA and the Mining Law, the Licensee will have the right to obtain a Class A Mining License for the mining of such deposits in accordance with the MDA, the Mining Law and the applicable regulations of the Ministry governing the issuance of and operations under a Class A Mining license.

SECTION 5. LICENSE BINDING ON GOVERNMENT.

This License is duly issued and binding on the Government of Liberia when signed by the Assistant Minister for Mineral Exploration and approved by the Minister.

Signed: _____
Assistant Minister for Mineral Exploration Ministry
of Lands, Mines and Energy

Approved: _____

Minister of Lands, Mines and Energy

DATE: _____

⁴ Insert address in Monrovia at which hand deliveries will be accepted during business hours

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EXHIBIT 1B

FORM OF MINERAL EXPLORATION LICENSE

This License is hereby granted by the Government of Liberia, through the Ministry of Lands, Mines and Energy (the "Ministry"), to ¹

(the "Licensee").

SECTION 1. SCOPE OF LICENCE

- 1.1. This License entitles the Licensee to explore for the minerals identified in Section 1.2 of this License in the exploration area defined in Section 3 of this License (the "Exploration Area") in order to ascertain the existence, location, quantity and quality or commercial value of deposits in the Exploration Area of such minerals.
- 1.2. The minerals covered by this License are the following:²

SECTION 2. EFFECTIVE DATE

The effective date of this License is _____.

SECTION 3. EXPLORATION AREA

The Exploration Area, which covers approximately _____ sq km,³ is the area defined by the UTM coordinates of *SPATIAL REFERENCE (WGS84 UTM GRID ZONE 29N)* set forth below:

[insert table]

SECTION 4. CONCERNING THE LICENSE

- 4.1. This License and the rights of the Licensee hereunder are subject to
 - (a) the terms of the MDA,
 - (b) the exploration regulations issued by the Minister of Lands, Mines and Energy (the "Minister") pursuant to the authority granted the Minister under the Liberia Minerals and Mining Law of 2000 (the "exploration regulations") (subject to the terms of the MDA), and

- _____
 - Insert full legal name of Licensee
 - Identify here the minerals or mineral groups covered by this License
 - Insert license area in square kilometres

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ANNEX I to the MINING LICENSE

DEFINITION OF THE PROPOSED PRODUCTION AREA

The Proposed Production Area encloses approximately ... sq km.

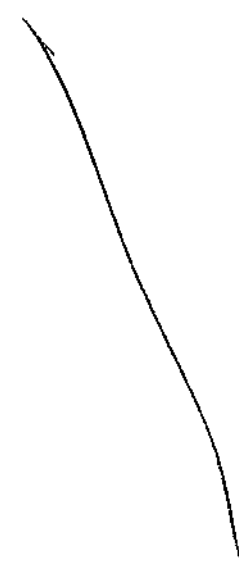
The boundary of the Proposed Production Area is shown on drawing [____].

The area is defined by the UTM coordinates of SPATIAL REFERENCE (*Insert reference*) set forth below:

| Vertices | Northing | Easting |
|-----------------|-----------------|----------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |

(See map on following page)

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Made in Monrovia, this ___ day of _____, 20__.

MINISTER OF LANDS, MINES & ENERGY

Name:

ACKNOWLEDGED AND AGREED:

By: WESTERN CLUSTER LIMITED

Name:
Title:

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- (4) Interest on any indebtedness of the mining project, and other financing costs incurred in connection with operations and paid to an affiliate or to a third party, for the tax period incurred, subject to the special rule of Section 708.
 - (5) Exploration and development expenditures as specified in Section 709.
 - (6) Payments to a Government-approved trust fund for mining reclamation, subject to the specific limitations set out in Section 710.
 - (7) Any taxation amount determined under Section 730 and paid during the tax period.
 - (8) Subject to the provisions of Chapter 2, management fees paid, whether to an affiliate or to a third party, but not the amount in excess of 2 percent of other operating expenses incurred for the tax period.
 - (9) Subject to the provisions of Section 203(c), the amount of bad debt incurred, so long as that amount was subject to income taxation in a prior tax period.
 - (10) Charitable contributions made in Liberia to a qualifying organization within the meaning of section 205(b) for educational or community development projects, social welfare, or medical purposes, or for the provision of other social services.
 - (11) Expenses related directly to the mining project's "other income" under subsection (a)(2), to the extent otherwise allowable as a deduction under Chapter 2 and this Chapter.
- (c) **Deductions Not Allowed.** The following expenses are not allowed as a deduction from gross income:
- (1) A payment to an expatriate employee as reimbursement for taxes and duties paid by the employee to the Government.
 - (2) A loss from a hedging transaction.
 - (3) An incentive deduction allowed by Section 204(d).
 - (4) An amount otherwise allowable as a special tax incentive deduction by Section 16.

SECTION 706. SPECIAL RULE FOR DEPRECIATION

- (a) **Commencement of Period.** For property placed in service before commercial production begins, the period for depreciation of property described in Section 204(b) (the cost of which is attributable to a mining production project) begins in the first tax period in which the mining production project's commercial production begins.
- (1) Up-front payments that are mandatory under a contract are treated as the cost of property placed in service before commercial production begins, and are to be amortized over a period of 10 years.
 - (2) The costs of community development contributions or social contributions that are mandatory under a contract are deductible in the year incurred.
- (b) **Tangible Moveable Property.** The cost of tangible moveable property shall be recovered over the period and by the method described in Section 204(b)(1).
- (c) **Five-Year Cost Recovery Period.**
- (1) In place of the 15-year period set out in Section 204(b)(2) and (3) for recovering the cost of tangible fixed property and intangible property, a mining project is allowed to recover the cost of a mining production asset on an asset-by-asset basis using the straight-line method over a five-year period at the rate of 20 percent per year.
 - (2) The term "mining production asset" means—
 - (A) Tangible fixed property used directly in the mining and quarrying of metallic and nonmetallic minerals and the milling, beneficiation, and other primary preparation of minerals, but not equipment used to smelt, reduce, refine, or process minerals or mineral ores; and

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(B) intangibles acquired to develop the site, for example the cost of ground-cover stripping, preparation of waste dumps, emplacement of haulage roads, and similar pre-development expenditures.

(d) **15-Year Cost Recovery Period.** A mining project's other tangible fixed property and intangible property shall be depreciated on an asset-by-asset basis over a 15-year period or the expected period of commercial production (whichever is shorter) using the straight-line method.

(e) **Termination of Project.** If a mining project is terminated before the end of the cost recovery period, the remaining unrecovered cost is treated as an expense deduction in determining taxable income for the tax period in which the project is terminated.

SECTION 707. SPECIAL RULE FOR NET OPERATING LOSS CARRYFORWARD

For the purposes of determining taxable income of a mining project, the Section 203(e) period for carryforward of net operating loss shall begin with the first tax period in which commercial production begins and shall be seven years.

SECTION 708. SPECIAL RULE FOR INTEREST DEDUCTION

(a) Interest incurred in a tax period and subject to the limitation of Section 203(d) may be carried forward to the next tax period.

(b) The amount of the carryforward is treated as interest incurred in the subsequent period, and is deductible to the extent permitted under Section 203(d).

(c) The interest carryforward allowed by this section does not expire.

SECTION 709. SPECIAL RULE FOR MINING EXPLORATION AND DEVELOPMENT EXPENDITURES

Mining exploration expenses and mining development expenses are attributable to a mining production project under the rules of Section 700 and are deductible in the first tax period in which commercial production begins.

SECTION 710. SPECIAL RULE FOR DECOMMISSIONING EXPENSES

(a) **Qualification.** A mining project's payment for decommissioning expenses is deductible from gross income under Section 705(b) only in the amount paid during the tax period—

(1) To defray reclamation or decommissioning expenses upon cessation of commercial production, and remedying damage caused to land used by the project or environmental damage the project may have caused (including damage that extends beyond the mining license area), but not if drawn from a trust fund described in paragraph (2); or

(2) To an approved trust fund established to defray future expenses of the type specified in paragraph (1), subject to any limitations or requirements specified in regulations.

(b) **Recapture.** An amount taken as a deduction under subsection (a) but not used for the specified purpose--

(1) If remaining after the tax period in which commercial production ends, shall be included in income for the following tax period; or

(2) If used for another purpose, shall be included in income in the tax period within which the amount is so used.

SECTION 711. TREATMENT OF PROPERTY TRANSFERS

(a) **General Rule.** Unless an exception applies under this Chapter, a mining project's gain or loss on the transfer of depreciable property used by the project is treated in accordance with section 204. Transfer of non-



depreciable property used in the business, or transfer of property other than property connected with mining, is determined in accordance with the property transfer rules of Section 207.

(b) *Special Cases.*

- (1) *Hedging.* Hedging transactions by a mining project are taxable as a separate business activity, and hedging gains and losses incurred are not includible or deductible in determining taxable income of the project or for the purposes of Section 730.
- (2) *Investment Gain.* Gain on property the project holds for investment is determined under Section 207 and is includible in income of a project, except to the extent reduced by investment loss under the rule of Section 203(b)(2).

SECTION 712. SUCCESSOR AGREEMENT; TRANSFER OF INTEREST IN MINING PROJECT

(a) *Successor Agreement.* If an agreement for a mining project (the "original agreement") is terminated and a new agreement (the "successor agreement") is entered into with the same producer for the same geographic area (the "successor project"), the project's loss carryforward existing at the termination date of the development agreement is deductible in the first tax period of the successor project under the successor agreement, provided:

- (1) The whole of the geographic area covered by the contract area of the successor agreement is within the contract area of the original agreement; and
- (2) The successor agreement entered into force within one month following the termination of the original agreement.

(b) *Transfer of Interest.* If the holder of an interest in a mining project transfers that interest—

- (1) The taxable income of the project shall continue to be determined using the tax cost and other tax attributes applicable at the date of the interest transfer; and
- (2) The transferor of the interest shall determine gain or loss under Section 207, which also applies to determine the transferee's tax cost in the interest.

(c) *Contract Area.* For the purposes of subsection (a), the term "contract area" means mineral exploration license area or mining license area, whichever is applicable.

SECTION 713. TRANSACTIONS BETWEEN RELATED PERSONS

(a) *General Rule.* A mining project's gain, loss, and other tax consequences in transactions with related persons are determined in accordance with the definitions in Section 10 (in Part I, General Provisions), and the provisions of this Part, especially Section 207, Property Transfers; Section 208, Related Persons; Section 209, Finance Leasing; Section 210, Income Splitting; and Section 211, Transactions Between Related Persons.

(c) *Disclosure.* A mining project producer must—

- (1) Disclose the existence of related-party transactions and contemporaneously document the manner in which prices are set in transfers to related persons;
- (2) Notarize an agreement governing a related-party transaction in accordance with the law of the related person's country of residence; and
- (3) Upon request of the Ministry, provide copies of agreements and other documents substantiating the existence of related-party transactions and the manner by which prices are set.

(d) *Advance Pricing Agreement.* The Government of Liberia and a producer may agree to a transfer pricing methodology in an advance pricing agreement in accordance with Section 18.

(e) *Regulations.* The Minister is required to issue regulations clarifying, to the degree feasible, the reference prices, comparables, and standards that will be used to evaluate transfer prices. Regulations are required to take into account the Guidelines described in Section 18(b).

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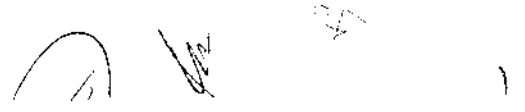
SECTION 714. PARTNERSHIPS AND JOINT VENTURES

- (a) **Pass-Through of Tax Attributes.** If a mining project producer is organized as a partnership or similar form of unincorporated joint venture, the mining project's income, expenses, loss, credits, and character of income or loss shall be attributed to the partners in accordance with their interests (including the items specified in Section 705), for the purpose of determining taxable income, loss, credits, and tax liability separately for each partner.
- (b) **Application of Other Rules.** If subsection (a) applies—
- (1) The provisions of this Chapter shall apply separately to each partner;
 - (2) Each partner shall be considered a taxpayer for purposes of this Part (Part II, Income Tax) and a mining project producer for purposes of this Chapter, and shall be liable for income tax as determined under this Chapter.

SECTIONS 715-729. RESERVED

SECTION 730. SURTAX ON INCOME FROM HIGH-YIELD PROJECTS

- (a) **Purpose.** This section applies to determine whether a mining project is sufficiently high-yield to be subject to surtax and, if so, the amount of tax.
- (b) **Definition of High-Yield.** A mining project is considered high-yield and thus subject to surtax when the project's pre-tax rate of return on total investment is greater than 22.5 percent, the threshold rate of return for application of this Section.
- (c) **Method to Calculate Yield.** A mining project's accumulated negative net cash flow shall be determined by applying an annual accumulation factor of 1.225 to negative net cash flow carried forward from a prior tax period. At the close of each tax period, accumulated negative net cash flow carried forward from the prior period shall be increased by current negative net cash flow or offset by current positive net cash flow. A project is not high-yield and subject to surtax unless its accumulated net cash flow at the close of a period is positive.
- (d) **Surtax Rate.** Positive net accumulated cash flow at the close of a tax period is taxable at a rate of 20 percent, and the amount of this liability is deductible from gross income for the tax period in accordance with Section 705(b).
- (e) **Re-Set Accumulation to Zero.** Following a tax period for which tax is due under this section, a mining project's accumulated negative cash flow is re-set to zero and the method of subsection (d) is re-applied using zero as the starting point for the succeeding tax period.
- (f) **Steps to Calculate Yield.** Beginning with the first tax period in which a mining project has a Class A mining license and has begun construction, the following steps are used to calculate yield in accordance with subsection (c).
- (1) **Cost.** State the expenditures, as specified in Section 731, for the tax period. This is the project's cost through the close of the period. Go to Step 2.
 - (2) **Revenues.** State the project's revenues, as specified in Section 732, for the tax period, including revenues, if any, from the exploration period as defined in Section 700. This amount is the project's *revenues* through the close of the period. Go to Step 3.
 - (3) **Test Net Cash Flow.**
 - (A) Determine net cash flow. Subtract from *revenues* the amount of *cost* to arrive at net cash flow ($R - C = \text{NCF}$).
 - (B) Net cash flow zero or negative. If net cash flow is zero or negative, the project is not yet a high-yield project and the surtax does not apply. Multiply the negative net cash flow by 1.225 to arrive at the project's *accumulated negative net cash flow* to be carried to the next tax period. Go to Step 4.



- (C) Net is positive. If net cash flow is positive, tax is determined under subsection (d), and this amount is deductible in determining taxable income under Section 703. Accumulated negative net cash flow is re-set to zero in accordance with subsection (e). Go to Step 4.
- (4) *Reprise*. Re-apply steps (1) through (3) for each succeeding tax period, beginning with the period after the one tested under Step 3
- (A) Add costs incurred in the succeeding period to any accumulated negative net cash flow carried from the prior period (zero if re-set) as under Step 1. Go to (B).
- (B) State revenues for the succeeding period as under Step 2. Go to (C).
- (C) Test net cash flow as under Step 3.

SECTION 731. DETERMINATION OF EXPENDITURES FOR SECTION 730 PURPOSES

(a) *Expenditures Counted*. For the purposes of determining cost under Section 730(g)(1), a mining project's *expenditures* for a tax period is the sum of the following amounts incurred during the period, and does not include the amount of any income tax paid:

- (1) Expenses deductible in computing taxable income, but not the allowance for depreciation or interest and finance charges or the surtax deduction under Section 705(b)(7);
- (2) Capital expenditures to acquire or construct a tangible or intangible asset for use in mining operations, but not an addition to (or reduction in) working capital; and
- (3) Mining exploration expenditures, mining development expenditures, and capital goods expenditures as defined in Section 700. For a project's first tax period, include expenditures for prior exploration, development, and capital goods attributable to the project under Section 700(h).

(b) *Transfer of Interest*. Consideration paid for transfer of an interest in a mining project is disregarded in determining the project's total expenditures.

(c) *Only Production Expenditures*. If an amount referred to in subsection (a) is related to commercial production as well as to some other non-production activity of a mining project, only the amount attributable to commercial production is included in determining the project's total expenditures.

SECTION 732. DETERMINATION OF TOTAL REVENUES

(a) *Revenues Counted*. For purposes of Section 730(f)(2), a mining project's total revenues for a tax period is the sum of the following amounts:

- (1) The project's gross income for income tax purposes for the tax period, including amounts from hiring or leasing-out property or the granting of rights to use property (but not including interest income);
- (2) The project's consideration received for the tax period for the disposal, destruction, or loss of any property (including materials, equipment, plant, facilities, and intellectual property or rights) used in mining operations if the expenditure incurred in acquiring the property was deducted in computing the project's net cash flow for any tax period;
- (3) Any amount received for the tax period for provision of information or data obtained from any survey, appraisal, or study relating to mining operations, if the expenditure incurred in undertaking the survey, appraisal, or study was previously deducted in computing the project's net cash flow for any tax period;

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(4) Any other amount received for the tax period that is a reimbursement, refund, or other recoupment of an amount previously deducted in computing the net cash flow of the project for any tax period; and

(5) If property used in mining operations has been destroyed or lost, any compensation, indemnity, or damages the project received in respect of the property under an insurance policy, indemnity agreement, settlement, condemnation action, or judicial decision.

(b) *Transfer of Interest.* Consideration received for transfer of an interest in a mining project is not included in the project's total revenues.

(c) *Only Production Revenues.* If an amount referred to in subsection (a) is related to commercial production as well as to some other non-production activity of a mining project, only the amount attributable to commercial production is included in determining the project's total revenues.

SECTIONS 733-739. RESERVED

SECTION 806. WITHHOLDING OF TAX ON PAYMENTS TO NONRESIDENTS

(a) *Payments.* A person listed in this subsection who makes a payment of the kind specified in this section is required to withhold tax at the rate specified in this section. The payor is treated as a withholding agent for all purposes of this Code. This subsection applies to the following types of persons:

(1) a resident legal or natural person;

(2) a nonresident's permanent establishment in Liberia;

(3) a government agency;

(4) unless expressly exempted by international agreement or treaty, a nongovernmental organization operating in Liberia or a diplomatic mission to Liberia;

(5) A foreign corporation authorized to do business in Liberia.

(b) *Interest, Dividends, Royalties, License Fees, And Similar Payments.* A payor who makes a payment to a nonresident of Liberia-source non-exempt interest, dividends, royalties, license fees, a payment in respect of mineral rights, or other income (except rent) derived from rights in property (including any form of intellectual property) is required to withhold tax at a rate of 15 percent of the amount of the payment.

(c) *Gaming Winnings.* A payor who makes a payment to a nonresident of winnings from gaming within Liberia is required to withhold tax at a rate of 20 percent of the amount of the payment.

(d) *Payers of Rent.* A payor who makes a payment to a nonresident of Liberia-source rent is required to withhold tax at a rate of 15 percent of the amount of each payment.

(e) *Payments for Services Rendered.* A payor who makes a payment to a nonresident for Liberian-source services rendered is required to withhold tax at the rate of 15 percent of the amount of the payment if payment is of a sort that, if made to a resident, would be includible in gross income under Section 201 (including Board fees, management fees, commissions, and the like).

(f) *Special Rule for Payments by Mining Projects, Petroleum Projects, and Renewable Resource Projects.* In lieu of the rates otherwise applicable under this section, in the case of the following types of Liberian-source payments to a nonresident, which for the purpose hereof is considered a Liberian-source for the payee, made by a mining project producer, petroleum project producer, or renewable resource project contract holder, the withholding rates stated below shall apply to the following withholding obligations—

(1) Interest, 5 percent.

(2) Dividends, 5 percent.

(3) Payments for services, 6 percent.

(g) *Payments of Acquisition Price.* Upon the payment to a nonresident of the acquisition price for an interest in an

investment asset in Liberia, the payor is required to withhold tax at the rate of 15 percent of the amount of the payment and pay it over to the Government of Liberia in accordance with the rules of subsection (h).

(1) For purposes of this subsection, the term "investment asset" means a direct or indirect interest in real property located in Liberia, shares of stock in a resident legal person, or an ownership interest or rights in a partnership, joint venture, or similar arrangement that has significant operations, property, or property rights in Liberia.

(2) This subsection does not apply if the investment asset is an ownership interest in a legal person described in Section 801(b) or (c).

(h) **Withholding Requirements, Remittance, And Statement.** Within 10 days after the last day of a month, a payor who has made a payment to a nonresident is required to remit to the tax authorities the total amount required to be withheld during that month. Each remittance of tax under this section must be accompanied by a statement specifying the name and address of each nonresident to whom a payment was made, the type and amount of each payment, and the amount of tax withheld (and, if the Minister requests, underlying documentation in accordance with Section 55, including contracts). If the withholding agent is a resident, the place for remittance is the withholding agent's filing location (as designated in Section 50). If the withholding agent is a nonresident, the place of remittance is the Ministry of Finance.

(i) **Election.** A nonresident subject to tax under this section may elect to file an income tax return by submitting it at the time and in the manner required by Part I and Chapter 9 of this Code, and is thereby required to pay the amount of income tax on taxable income specified in Section 200 or Section 201. An amount of tax withheld pursuant to Section 806 is creditable against income tax liability and refund of an overpayment may be available as described in Section 72. A nonresident's election to file an income tax return is effective for the tax period for which the election is made and for the next four succeeding tax periods.

(j) **Payments by Government Agency.** A government agency that makes a payment to a nonresident in circumstances other than those governed by subsections (a) through (g) is required to withhold a portion of the payment as specified in regulations, but not more than 4%.

SECTION 905. WITHHOLDING OF TAX ON PAYMENTS TO RESIDENTS

(a) **Payments.** A person listed in this subsection who makes a payment of the kind specified in this section is required to withhold tax at the rate specified in this section. The payor is treated as a withholding agent for all purposes of this Code. This subsection applies to the following types of persons:

(1) a resident legal or natural person;

(2) a nonresident with a branch in Liberia or doing business in Liberia;

(3) a government agency; or

(4) unless expressly exempted by international agreement or treaty, a nongovernmental organization operating in Liberia or a diplomatic mission to Liberia.

(b) **Interest, Dividends, Royalties, License Fees, and Similar Payments.** A payor who makes a payment to a resident of non-exempt interest, dividends, royalties, license fees, or other income (except rent) derived from rights in property (including any form of intellectual property), including a payment in respect of mineral rights, is required to withhold tax at a rate of 15 percent of the amount of the payment.

(c) **Gaming Winnings.** A payor who makes a payment to a resident of winnings from gaming within Liberia is required to withhold tax at a rate of 20 percent of the amount of the payment.

(d) **Payers of Rent.** A payor who makes a payment to a resident of rent is required to withhold tax at a rate of 10 percent of the amount of each payment if the total amount of rental payments made during a 12-month period is expected to be \$70,000 or more.

(e) **Payments of Wages or Salary to Employees.** A payor who makes a payment of wages or salaries to an employee in an amount that during the tax year exceeds the standard deduction amount of Section 205(a) is required to withhold tax from each payment in accordance with the income tax rates specified in Section 200(a).

(f) *Payments for Services Rendered.*

(a) If a payor makes a payment to a resident for services rendered, and the services are not the subject of a contract of employment, the payor is required to withhold tax at the rate of 10 percent of the amount of the payment.

(b) This subsection applies only if—

(1) the payment is of a sort includible in gross income under Section 201 (including Board fees, management fees, commissions, and the like); and

(2) the payment is \$100,000 or more (or of any amount if the total amount of payments made to the payee is (or is expected to be) \$1,000,000 or more for the payer's tax year).

(c) A payment for the acquisition of goods is not a payment for services rendered. If the payment is for a mixture of goods and services, withholding is required only on the portion of the payment that is allocable to the services.

(g) *Payments of Acquisition Price.* A payor who makes a payment to a resident representing all or part of the acquisition price of an investment asset in Liberia is required to withhold tax at the rate of 10 percent of the amount of the payment.

(1) For purposes of this subsection, the term "investment asset" means a direct or indirect interest in real property located in Liberia, shares of stock in a resident legal person, or an ownership interest or rights in a partnership, joint venture, or similar arrangement that has significant operations, property, or property rights in Liberia.

(2) This subsection does not apply if the investment asset is an ownership interest in a legal person described in Section 801(b) or (c).

(h) *Special Rule for Payments by Mining, Petroleum, and Renewable Resource Projects and Registered Manufacturers.* In lieu of the rates otherwise applicable under this section, in the case of the following types of payments made to a resident by a mining project producer, petroleum project producer, or renewable resource project contract holder, the withholding rates stated below apply to the following withholding obligations—

(1) Interest, 5 percent.

(2) Dividends, 5 percent.

(3) Payments for services, 6 percent.

(i) *Payments to High-Risk Suppliers.* If a payor makes a payment to a high-risk supplier of goods, the payor must withhold tax at the rate (not to exceed 20 percent) specified in regulations. The term "high-risk supplier" means a person in a category of suppliers identified in regulations as presenting a high risk of tax avoidance.

(j) *Withholding Requirements, Remittance, And Statement.* Within 10 days after the last day of a month, a payor described in (a) is required to remit to the tax authorities the total amount required to be withheld during that month. Each remittance of tax under this section must be accompanied by a statement specifying the name and address of each resident to whom a payment was made, the type and amount of each payment, and the amount of tax withheld (and, if the Minister requests, underlying documentation in accordance with Section 55, including contracts). The place for remittance is the payor's filing location (designated in Section 50).

(k) *Treatment Of Withholding.* A person who has had tax withheld from a payment during a tax period may claim a credit against income tax due on the income tax return for that period. A person not otherwise required to file an income tax return may elect to file a return to establish entitlement to credit or refund. The rules of Section 72 apply to an overpayment of tax withheld under this section.

(l) *Information Reporting for Payments to Resident Legal Person.* If a payor described in (a) makes a payment that would be subject to withholding under subsection (f) if made to a natural person, but is made to a resident legal person, then the payor (while not required to withhold tax on such payments) is required to provide the tax authorities with a statement setting out the name, address, and taxpayer identification number of each payee to whom such payments were made, the amount of the payments, and related information requested on the form

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specified by the Minister. The statement is due within 15 days after the last day of the month in which a payment is made. The place for filing the statement is the withholding agent's filing location (designated in Section 50).

- (m) **Penalties.** A person who has a withholding obligation under this section and fails to withhold and remit the amount of tax required to be withheld is subject to the Section 52 penalty for late payment and failure to pay. For the purpose of applying the Section 52 penalty to a failure to withhold and remit tax, references in Section 52 to the "payment due date" are to be understood as referring to the remittance due date under this section. A person who fails to provide the tax authorities with a required statement under subsection (l) is subject to a fine of \$10,000 for each required statement not provided.
- (n) **Payments by Government Agency.** A government agency that makes a payment to a resident in circumstances other than those described in subsections (a) through (i) is required to withhold a portion of the payment as specified in regulations, but not more than 4%.

SECTION 1001. TAXABLE SUPPLY

- (e) **Exempt Supply.** The following supplies are exempt supplies—

- (6) Subject to subsection (l), a supply made to a registered manufacturer; a renewable resource contractor subject to Part II, Chapter 6 and in the business of agriculture; a mining project producer or petroleum project producer subject to Part II, Chapter 7; or the holder of a Forestry Resource License engaged in the business of forestry, if the supply is of—
- (A) raw materials or other inputs for use directly in manufacturing;
 - (B) raw materials for use directly in forestry;
 - (C) raw materials for use directly in a renewable resource project described in Part II, Chapter 6;
 - (D) raw materials for use directly in a mining project or petroleum project described in Part II, Chapter 7; and
 - (E) capital goods.

- (g) **Definitions.** In this Part, unless the context otherwise requires—

- (5) **Capital Goods.** The term "capital goods" means—

- (A) Plant or equipment (but not motor vehicles of any kind), and spare parts for these goods, for use exclusively and directly in manufacturing, agriculture, or forestry.
- (B) The following goods for a producer's use exclusively and directly in a mining or petroleum project or in mining or petroleum exploration or development:
 - (i) Plant or equipment (including four-wheel-drive motor vehicles but not motorcycles, sedans or luxury vehicles as defined by regulation) and spare parts for these goods; and
 - (ii) From the inception of exploration until the date commercial production begins, intermediate inputs (including but not limited to explosives, drilling mud, grinding balls, tires for trucks used in operations, and similar items specified in regulations).

SECTION 1702. IMPORT DUTIES

- (a) **Levy and Payment.** Customs import duties shall be levied on and paid by the importer in respect of goods listed in this Chapter's Schedule 1, External Tariff Schedule at the rates specified therein.



- (b) **Exception.** In the case of an import qualifying under Section 1708 for exemption from import duty, no duty is payable. An exempt import is nonetheless subject to the Customs User Fee described in Section 1802.

SECTION 1708. EXEMPTION FROM IMPORT DUTIES

- (b) **Special Rule for Mining and Petroleum Projects.** During the period from the inception of exploration until the date commercial production begins, a Chapter 7 mining project or petroleum project is allowed an import duty exemption of the following goods:
- (1) Plant or equipment (including four-wheel-drive motor vehicles but not sedans or luxury vehicles as defined by regulation) and capital spare parts for these goods;
 - (2) Intermediate inputs (including but not limited to explosives, drilling mud, grinding balls, tires for trucks used in operations, and similar items specified in regulations); and
 - (3) Raw materials, except that no exemption is permitted from the 10 percent duty on gasoline and gas oil.

SECTION 1802. CUSTOMS USER FEE

- (a) **Minister's Authority to Set Fee.** The Minister has the authority and obligation to fix just and reasonable fees to be charged by the Bureau of Customs or on its behalf for issuing documents and performing other services in connection with the operation of the Customs service, including pre-shipment inspection, that are not set forth herein or in any other statute or regulation, and must do so by regulation and by widely circulated notice.
- (b) **Fee Limit on Imports.** The Customs user fee for imports must not exceed 1.5 percent of the CIF Liberian Port value of imported goods or US \$10,000 per item, whichever is less.
- (1) Except as specified in (2), the fee applies to all imports at all borders regardless of whether the goods are exempt from import duty because it is intended to cover the cost of the inspection service for non-exempt persons and the duty-free service for exempt persons.
 - (2) Petroleum products are exempt from the import Customs user fee.
 - (3) If an import is entered solely for the purpose of transshipment out of Liberia, it is not subject to the fee in this subsection (b) but is subject to the fee described in subsection (c).
- (c) **Fee Limit on Exports.** No Customs user fee shall be levied on any export except for unprocessed exportables, semi-processed exportables, and goods in transshipment. The fee for goods in transshipment or unprocessed exportables must not exceed 2.5 percent of the FOB value. The fee for semi-processed exportables must not exceed 1.25 percent of the FOB value. The fee applies regardless of whether the goods are exempt from export duty.
- (d) **Scanning Fee.** The Minister is empowered to charge a fee directly related to the scanning of cargo containers. The fee must be proportionate to the length of the container, and may not exceed US \$7 per foot.

SECTION 2009. EXEMPTIONS

The following categories of real property shall be exempt from real property taxes:

- (i) Real property within a mineral exploration license area, a mining license area, or a petroleum area and used for a mining project or petroleum project subject to Part II, Chapter 7.

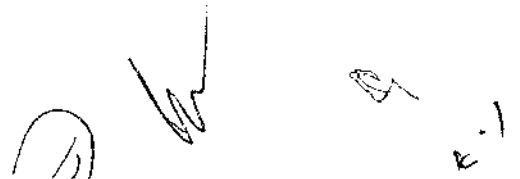
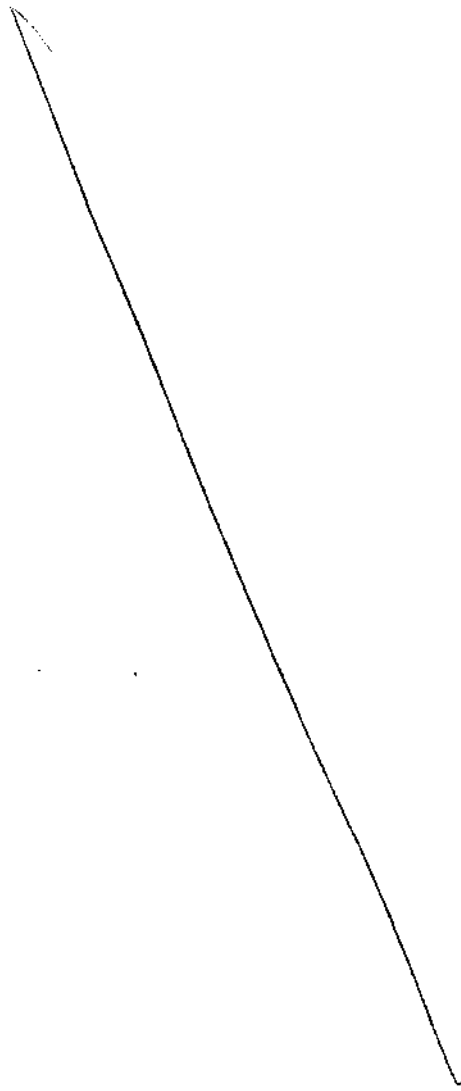


EXHIBIT 4

THE PRICING AGREEMENT

[To be attached after Effective Date pursuant to Section 15.3(c)]



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EXHIBIT 6

PRINCIPLES RELATING TO COMMUNITY FUNDING

General

Subject to the following paragraph, the Annual Social Contribution shall be deposited and held in one or more separate segregated accounts as determined by the Government from time to time for use in accordance with Section 8 and this Exhibit 6.

Where any audit conducted pursuant to Section 8.2(b) demonstrates a material discrepancy between the actual disbursements or expenditures made pursuant to Section 8.2 and the budgeted and/or reported disbursements or expenditures as determined by the Committee, the Company shall be entitled to require that the monies be retained in an escrow account pending an agreement between itself, the Government and the Committee regarding an alternative funding mechanism be established for the purposes of managing the contributions and disbursements made pursuant to Section 8 (for example, through the establishment of a trust arrangement).

The following principles shall be applied to any particular project or activity within the Program:

Governance of the community development and infrastructure investments

- Selection of the community development and infrastructure projects shall be apolitical and completely transparent.
- No direct payments to individuals will be made, save for the purpose of paying for goods or services duly rendered in the execution or oversight of one or more funded projects which has been authorized by the Committee.
- The Company retains the right to independently audit (at its own expense) any disbursement or expenditure made from the Annual Social Contribution or any project supported with funds from the Annual Social Contribution.
- Other than the obligations set forth in Section 8.2 of the Agreement, the Company will have no further obligations with respect to any project supported with funds from the Annual Social Contribution, including, but not limited to, any on-going or periodic maintenance and repair costs or other operational costs in connection with the projects funded by the Program Budget.

Project Selection Criteria and Process

- Members of the Committee will work collaboratively to identify, prioritize, and select appropriate community development and Infrastructure projects.

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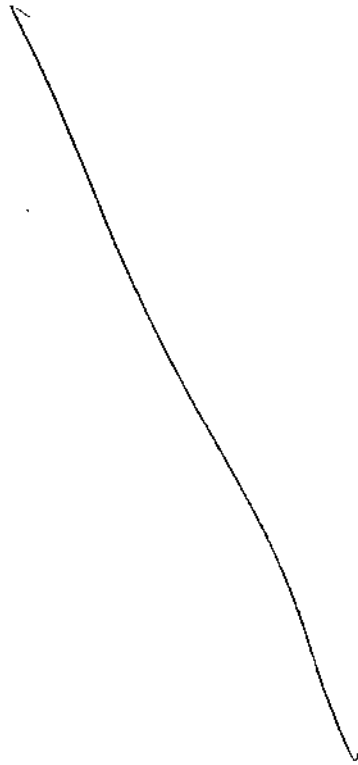
EXHIBIT 7

INTERMEDIATE INPUTS AND CONSUMABLES

| Type | Description | Examples |
|------------------------------------|---------------------------------|--|
| Capital | Mining Operations | Drill rigs, trucks, shovels, loaders, dozers, scrapers, graders, geophysical logging vehicles, excavators, compactors, etc. |
| | Mine Infrastructure | Camp equipment, pipes, power systems (incl. transformers, switch gear, transmission lines, substations), pit pumps, communications equipment, etc. |
| | Beneficiation and Processing | Feeders, grinding mills, crushers, screens, chutes, conveyors, flotation machines, spirals, magnetic separators, filters, centrifuges, pumps, piping & valves, reservoirs and tanks, electric motors, process control equipment, hydrocyclones, thickeners, samplers, online analyzers, laboratory equipment, etc. |
| | Stockpiling and Train Loading | Feeders, stackers, reclaimers, train loadout, hoppers, bins, etc. |
| | Miscellaneous Equipment | Bob cats, low loaders, cranes, forklifts, 4WD and other vehicles (excluding luxury sedans), buses, workshop equipment, tools, fuel trucks, explosives trucks, mine rescue vehicles. |
| | Housing, medical and offices | All equipment, furniture, appliances, and other fittings required in connection with the construction of offices and other buildings, portable accommodation facilities housing and medical centers and furnishing of those buildings, etc. |
| | IT and communications equipment | All IT and electrical equipment, including computers, printers, screens, projectors, satellite, radio and other transmission and reception equipment, etc. |
| | Railway & Rolling stock | Rail wagons, loco's, rail track, sleepers, ballast, control and signaling equipment, etc. |
| | Port & Maritime | Stockpiling yards, stacker, reclaimers, conveyors, chutes, hoppers, ship loaders, tug boats. |
| Consumables and Intermediate Items | Reagents | Flocculants, flotation reagents, oil, grease, heavy media, lubricants, etc. |
| | Grinding Equipment | Grinding rods, grinding balls, lifters, liners, grinding media, etc. |



| Type | Description | Examples |
|------|-----------------------|--|
| | Earthmoving Equipment | Engine parts, ground engaging implements, tires, wheels, blades, tracks, buckets, attachments, etc. |
| | Mineral Exploration | Drilling consumables and spare parts, exploration consumables and equipment, analytical instruments, etc. |
| | Processing Equipment | Screen frames, sub frames, screen panels, sprays, underpans, centrifuge baskets, cyclone nozzles, cyclone bodies, pipes, valves, hoses, pump impellers, liners, agitators, pump casings, belts, guards, conveyor belts, rollers, idlers, scrapers, pulleys, etc. |
| | Power | Coal, HFO, LPG, other hydrocarbons (except diesel and gasoline), etc. |
| | Social infrastructure | Consumables for use in the medical centers and schools. |
| | Misc | Explosives, equipment spare parts, vehicle parts, tools, nuts and bolts, shovels, picks, ropes, welding supplies, gas, electrical fittings and components, IT and office supplies and stationery, safety equipment (PPE etc), etc. |



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EXHIBIT 8

FORM OF DEED OF ADHERENCE

THIS DEED OF ADHERENCE is made on 201[•] and is SUPPLEMENTAL to a mineral development agreement dated [] [], 2011 and made between The Government of the Republic of Liberia, Western Cluster Limited, Eleninlto Minerals & Mining LLC, Sesa Goa Ltd and Bloom Fountain Ltd, as amended from time to time (the "MDA").

WHEREAS:

(A) By a transfer dated [•] 201[•], [insert name and address of transferor] (the "Old Shareholder") transferred to [insert name and address of transferee] (the "New Shareholder") Control in the Company.

(B) This Deed is entered into in compliance with the terms of Section 27.7 of the MDA.

NOW THIS DEED WITNESSES AS FOLLOWS:

- 1 This Deed is made for the benefit of the original parties to the MDA and any other person or persons who after the date of the MDA (and whether or not prior to or after the date of this Deed) adhere to the MDA.
- 2 Save where the context otherwise requires, words and expressions defined in the MDA have the same meanings when used herein.
- 3 The New Shareholder accepts the appointment in accordance with the provisions of Section 27.9(c) of the MDA and agrees that this document shall constitute a written arbitration agreement in the terms set out in Section 27 of the MDA.
- 4 This Deed and the rights of the parties hereunder shall be construed and interpreted in accordance with Liberian law and the provisions of the MDA shall apply *mutatis mutandis* as if set out herein.
- 5 For the purposes of Section 28 (Notices) of the MDA, the name and address of the New Shareholder are as set out below in this Deed:

[Insert notices details]

This Deed of Adherence has been executed as a deed and it has been delivered on the date stated at the beginning of this Deed of Adherence.

[Insert execution details]



EXHIBIT 9

PORT LEASE

(including map of leased area in Port)

*[To be provided after Effective Date when Port Lease is negotiated and executed.
See Section 6.7(j)]*

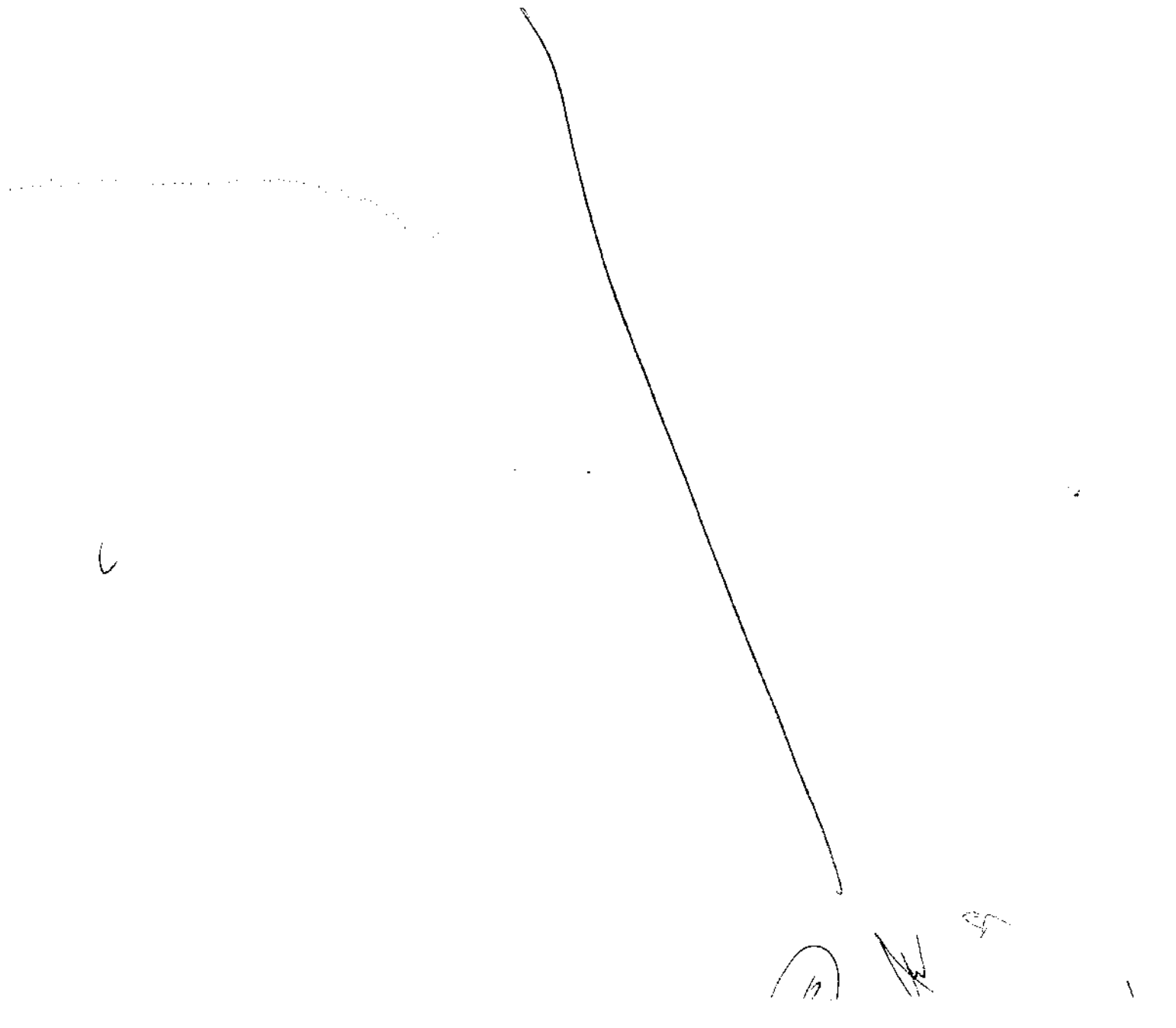
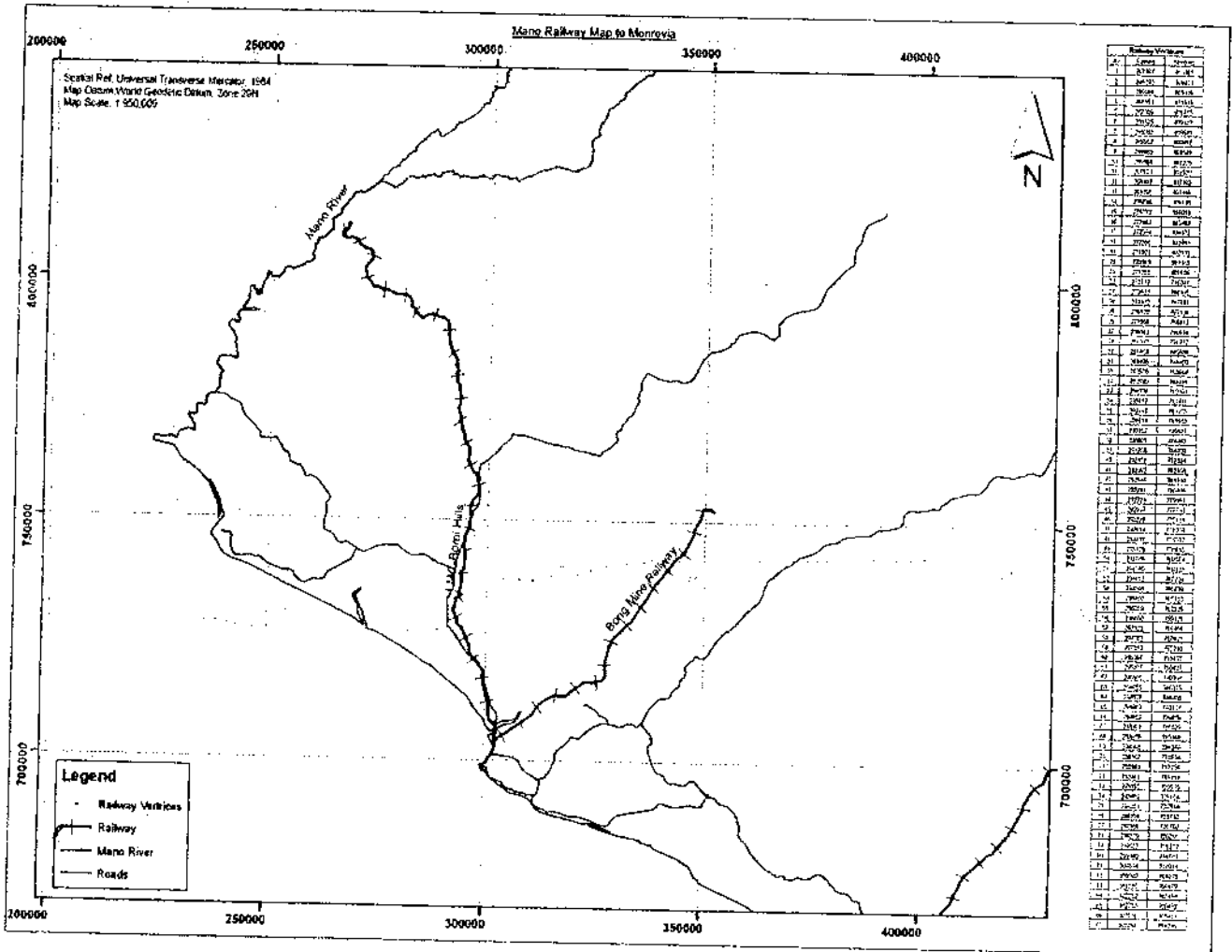


EXHIBIT 10A RAILROAD CORRIDOR TO MONROVIA PORT



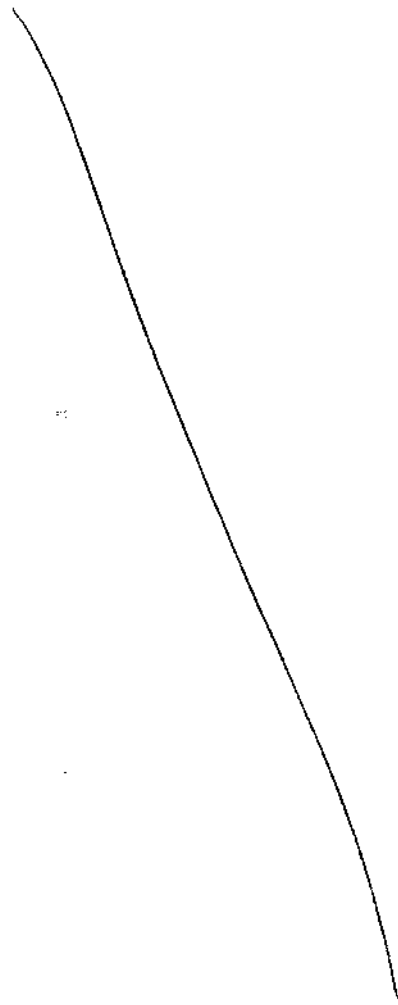
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EXHIBIT 10B
MAP OF ROAD CORRIDOR TO MONROVIA PORT

[TO BE PROVIDED]



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**EXHIBIT 11A
FORM OF ESCROW RELEASE NOTICE**

VALID ESCROW RELEASE NOTICE

Escrow reference 'Bloom Fountain / Elenito Escrow Account'

Date [•], 2011

We hereby declare that the Mineral Development Agreement ("MDA") relating to the Western Cluster iron-ore deposits has been executed between the Depositor, the Beneficiary, Sesa Goa Limited, Western Cluster Limited and the Government of Liberia.

We further declare and confirm that the MDA has been ratified by the National Legislature of the Republic of Liberia on [•] 2011.

Accordingly, based on the above declaration and under authority granted by the Depositor and the Beneficiary, I, the Minister of Justice on behalf of the Republic of Liberia hereby instruct the Escrow Agent to release the Escrow Amount to the Beneficiary and the Government of Liberia in the amounts and such accounts as are specified below.

Beneficiary Account Details

| | |
|--------------|---|
| Amount: | \$76,500,000 |
| In writing: | United States Dollars Seventy Six Million Five Hundred Thousand |
| Beneficiary | Elenito Minerals & Mining LLC |
| City | Dover, Kent Country |
| State: | Delaware |
| Country | United States of America |
| Bank | J.P. Morgan Chase Bank |
| Bank address | 125 London Wall, London, EC2Y 5AU |
| SWIFT-code | CHASGB2L |
| Iban | GB94CHAS60924241167586 |
| Account No. | 41167586 |

Government of Liberia Account Details

[Handwritten signature]

| | |
|--|--|
| Amount: | \$13,500,000 |
| In writing: | United States Dollars Thirteen Million Five Hundred Thousand |
| Beneficiary | The Government of Liberia |
| City | Monrovia |
| Country | Liberia |
| Bank | Central Bank of Liberia |
| Bank address | P.O. Box 2048, Carey & Warren Streets, Monrovia, Liberia |
| SWIFT-code | CBLRRLM |
| Account No. | 08335-0409-884-34-000 |
| Correspondent Bank Details | Credit Suisse, Zurich |
| SWIFT-code of Correspondent Bank | CRSCHKZ80A |
| For Further Credit To | A/c Title: GOL Revenue Account—USD |
| Account No. | 02-205-30000-153 |
| I, the Minister of Justice on behalf of the Republic of Liberia hereby instruct the Escrow Agent to release the entire interest accrued on the Escrow Amount to the Depositor such account as specified below. | |
| <u>Depositor Account Details</u> | |
| Beneficiary | Bloom Fountain Limited |
| City | 5, President John Kennedy Street, Port Louis |
| Country | Mauritius |
| Bank | Standard Chartered Bank (Mauritius) Limited |
| Bank address | Ebene House, 2nd Floor, Left Wing, 33, Cybercity, Ebene, Mauritius |
| SWIFT-code | SCBLMUXXX |
| Iban | MU81 SCBL 2301 012011173600 000000 |
| Account No. | 01/201/11736/00 |
| Correspondent Bank Details | Standard Chartered Bank, New York |
| SWIFT-code of Correspondent Bank | SCBLUS33 |
| PLEASE REFER TO THE RELEASE INSTRUCTIONS UNDER THE DOCUMENT ESCROW AGREEMENT EXECUTED SIMULTANEOUSLY WITH THE CASH ESCROW AGREEMENT. | |
| Minister of Justice, Republic of Liberia | |
| <div style="border: 1px solid black; padding: 5px; display: inline-block;"> [The Official seal of the Republic of Liberia to be affixed] </div> | |
| Name: | |
| Date: | |

1.7


Copy to: Mr. Gal Chet, Adv
Chet Sarid Sapir-Hen Lavron, Adv.
Azrieli Center, Square Tower, 24th floor,
Tel-Aviv 67025, Israel

Mr. P.K. Mukherjee
Sesa Goa Limited
Sesa Ghor, Patto, Panjim,
Goa 403 001, India

[Handwritten signature]

EXHIBIT 11B
FORM OF DOCUMENT RELEASE NOTICE

**FORMAT VALID RELEASE NOTICE TO RELEASE DOCUMENTS 1 TO THE
GOVERNMENT OF LIBERIA AND DOCUMENTS 2-5 TO THE DEPOSITOR**

J.P. Morgan Chase Bank, N.A., London Branch

Address: 60 Victoria Embankment

London, EC4Y 0JP

Fax: +44 (0) 20 7777 9411

Attention: Escrow Administration

Dear Sirs

Western Cluster Share Escrow - Document Escrow Agreement dated [●] July 2011

We refer to a custody agreement (the "Document Escrow Agreement") dated [●] July 2011 between Bloom Fountain Limited as Depositor and Elenitto Minerals & Mining LLC as Beneficiary and J.P. Morgan Chase Bank, N.A., London Branch as Custodian related to the Western Cluster Share Escrow Account.

Capitalised terms defined in this letter have the same meaning given to them in the Document Escrow Agreement.

PLEASE REFER TO THE RELEASE CONDITIONS UNDER THE CASH ESCROW AGREEMENT EXECUTED SIMULTANEOUSLY WITH THE DOCUMENT ESCROW AGREEMENT.

We hereby declare that the Mineral Development Agreement ("MDA") relating to the Western Cluster iron-ore deposits has been executed between the Depositor, the Beneficiary, Sesa Goa Limited, Western Cluster Limited and the Government of Liberia. We further declare and confirm that the MDA has been ratified by the National Legislature of the Republic of Liberia on [●] 2011.

Accordingly, based on the above declaration and under authority granted by the Depositor and Beneficiary, I, the Minister of Justice, on behalf of the Government of Liberia, hereby instruct the Custodian:

to release Document 1 to the Government of Liberia at the following address: (a)

Ministry of Finance, Republic of Liberia

Entity Details:



Broad Street Address:
Monrovia
[▪] [to be inserted] Postal Code and City:
Liberia Country:
Hon. Augustine Kpehe Ngaufan Contact Person:

to release Documents 2-5 to the Sesa Goa Limited at the following address: (b)

Sesa Goa Limited Entity Details:

Sesa Ghor, Address:
Patto, Panjim,
Goa 403 001 Postal Code and City:
India Country:
Mr. P.K. Mukherjee Contact Person:

Minister of Justice, Republic of Liberia

[The Official seal of the
Republic of Liberia to be
affixed]

Name:

Date:

Mr. Gal Chet, Adv. (i) cc:
Chet Sarid Sapir-Hen Lavron, Adv.
Azrieli Center, Square Tower, 24th floor,
Tel-Aviv 67025, Israel

Mr. P.K. Mukherjee (ii)
✓ Sesa Goa Limited
Sesa Ghor, Patto, Panjim,
Goa 403 001, India



eg

Broad Street Address:
Monrovia
[●] [to be inserted] Postal Code and City.
Liberia Country:
Hon. Augustine Kpehe Nganfui Contact Person:

to release Documents 2-5 to the Sesa Goa Limited at the following address: (b)

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Goa 403 001 Postal Code and City:
India Country:
Mr. P.K. Mukherjee Contact Person:

Minister of Justice, Republic of Liberia

Name:
Date:

[The Official seal of the
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Mr. Gal Chet, Adv (i) cc:
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Azrieli Center, Square Tower, 24th floor,
Tel-Aviv 67025, Israel

Mr P.K. Mukherjee (ii)
Sesa Goa Limited
Sesa Ghor, Patto, Panjim,
Goa 403 001, India



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[•] [to be inserted] Postal Code and City:
Liberia Country:
Hon. Augustine Kpehe Nganfah Contact Person:

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Patto, Panjim,
Goa 403 001 Postal Code and City:
India Country:
Mr. P.K. Mukherjee Contact Person:

Minister of Justice, Republic of Liberia

Name:
Date:

[The Official seal of the
Republic of Liberia to be
affixed]

Mr. Gal Chet, Adv (i) cc:
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Azrieli Center, Square Tower, 24th floor,
Tel-Aviv 67025, Israel

Mr. P.K. Mukherjee (ii)
Sesa Goa Limited
Sesa Ghor, Patto, Panjim,
Goa 403 001, India



Broad Street Address:
Monrovia
[•] {to be inserted} Postal Code and City:
Liberia Country:
Hon. Augustine Kpehe Ngeufan Contact Person:

to release Documents 2-5 to the Sesa Goa Limited at the following address: (b)

Sesa Goa Limited Entity Details:

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Goa 403 001 Postal Code and City:
India Country:
Mr. P.K. Mukherjee Contact Person:

Minister of Justice, Republic of Liberia

[The Official seal of the
Republic of Liberia to be
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Name:

Date:

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Azrieli Center, Square Tower, 24th floor,
Tel-Aviv 67025, Israel

Mr. P.K. Mukherjee (ii)

✓ Sesa Goa Limited
Sesa Ghor, Patto, Panjim,
Goa 403 001, India



EXHIBIT 11B
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to release Document 1 to the Government of Liberia at the following address: (a)

Ministry of Finance, Republic of Liberia

Entity Details:

Handwritten signature and initials in the bottom right corner of the page.

Copy to: Mr. Gal Chet, Adv
Chet Sarid Sapir-Hen Lavron, Adv.
Azrieli Center, Square Tower, 24th floor,
Tel-Aviv 67025, Israel

Mr. P.K. Mukherjee
Sesa Goa Limited
Sesa Ghor, Patto, Panjim,
Goa 403 001, India



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| Amount: | \$13,500,000 |
| In writing: | United States Dollars Thirteen Million Five Hundred Thousand |
| Beneficiary | The Government of Liberia |
| City | Monrovia |
| Country | Liberia |
| Bank | Central Bank of Liberia |
| Bank address | P.O. Box 2048, Carey & Warren Streets, Monrovia, Liberia |
| SWIFT-code | CBLLRLM |
| Account No. | 08335-0409-884-34-000 |
| Correspondent Bank Details | Credit Suisse, Zurich |
| SWIFT-code of Correspondent Bank | CRSCCH280A |
| For Further Credit To | A/c Title: GOL Revenue Account—USD |
| Account No. | 02-205-30000-153 |
| I, the Minister of Justice on behalf of the Republic of Liberia hereby instruct the Escrow Agent to release the entire interest accrued on the Escrow Amount to the Depositor such account as specified below. | |
| <u>Depositor Account Details</u> | |
| Beneficiary | Bloom Fountain Limited |
| City | 5, President John Kennedy Street, Port Louis |
| Country | Mauritius |
| Bank | Standard Chartered Bank (Mauritius) Limited |
| Bank address | Ebene House, 2nd Floor, Left Wing, 33, Cybercity, Ebene, Mauritius |
| SWIFT-code | SC8LMUMUXXX |
| Iban | MU81 SCBL 2301 01201173600 000000 |
| Account No. | 01/201/11736/00 |
| Correspondent Bank Details | Standard Chartered Bank, New York |
| SWIFT-code of Correspondent Bank | SCBLUS33 |
| PLEASE REFER TO THE RELEASE INSTRUCTIONS UNDER THE DOCUMENT ESCROW AGREEMENT EXECUTED SIMULTANEOUSLY WITH THE CASH ESCROW AGREEMENT. | |
| Minister of Justice, Republic of Liberia | |
| Name: | |
| Date: | |

[The Official seal of the
Republic of Liberia to be
affixed]

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**EXHIBIT 11A
FORM OF ESCROW RELEASE NOTICE**

VALID ESCROW RELEASE NOTICE

Escrow reference 'Bloom Fountain / Elenilto Escrow Account'

Date [•], 2011

We hereby declare that the Mineral Development Agreement ("MDA") relating to the Western Cluster iron-ore deposits has been executed between the Depositor, the Beneficiary, Sesa Goa Limited, Western Cluster Limited and the Government of Liberia.

We further declare and confirm that the MDA has been ratified by the National Legislature of the Republic of Liberia on [•] 2011.

Accordingly, based on the above declaration and under authority granted by the Depositor and the Beneficiary, I, the Minister of Justice on behalf of the Republic of Liberia hereby instruct the Escrow Agent to release the Escrow Amount to the Beneficiary and the Government of Liberia in the amounts and such accounts as are specified below.

Beneficiary Account Details

| | |
|--------------|---|
| Amount: | \$76,500,000 |
| In writing: | United States Dollars Seventy Six Million Five Hundred Thousand |
| Beneficiary | Elenilto Minerals & Mining LLC |
| City | Dover, Kent Country |
| State: | Delaware |
| Country | United States of America |
| Bank | J.P. Morgan Chase Bank |
| Bank address | 125 London Wall, London, EC2Y 5AJ |
| SWIFT-code | CHASGB2L |
| Iban | GB94CHAS60924241167586 |
| Account No. | 41167586 |

Government of Liberia Account Details

[Handwritten signature and initials]

2011

SIXTH SESSION OF THE FIFTY-SECOND
LEGISLATURE OF THE REPUBLIC OF LIBERIA

SENATE'S ENGROSSED BILL NO. 14 ENTITLED:

"AN ACT TO RATIFY THE CONCESSION
AGREEMENT AMONG THE GOVERNMENT OF THE
REPUBLIC OF LIBERIA, WESTERN CLUSTER
LIMITED, SESA GOA LIMITED, BLOOM FOUNTAIN
LIMITED AND ELENILTO MINERALS AND MINING
LLC."

On motion, Bill read. On motion, the Bill was adopted on its
first reading and sent to Committee Room on Wednesday,
August 17, 2011 @ 12:30 G.M.T

On motion, Bill taken from the Committee Room for its second
reading. On motion, under the suspension of the rule, the
second reading of the Bill constituted the third reading and the
Bill was adopted, passed into the full force of law, and ordered
engrossed today, Friday, August 19, 2011 @ 15:20 G.M.T


SECRETARY, LIBERIAN SENATE, R.L.

2011


SIXTH SESSION OF THE FIFTY-SECOND
LEGISLATURE OF THE REPUBLIC OF LIBERIA

HOUSE'S ENDORSEMENT TO SENATE'S ENGROSSED BILL
NO. 14 ENTITLED

"AN ACT TO RATIFY THE CONCESSION
AGREEMENT AMONG THE GOVERNMENT OF THE
REPUBLIC OF LIBERIA, WESTERN CLUSTER
LIMITED, SESA GOA LIMITED, BLOOM FOUNTAIN
LIMITED AND ELENILTO MINERALS AND MINING
LLC."

On motion, Bill read. On motion, the Bill was adopted on its
first reading and sent to Committee Room on Friday, August
19, 2011 @ 15:27 G.M.T.

On motion, the Bill was taken from Committee Room for its
second reading. On motion, under the suspension of the rule,
the second reading of the Bill constituted the third reading and
the Bill was adopted, passed into the full force of law, and
ordered engrossed today, Friday, August 19, 2011 @ 15:51
G.M.T.


CHIEF CLERK, HOUSE OF REPRESENTATIVES, R.L.

2011

ATTESTATION TO:

“AN ACT TO RATIFY THE CONCESSION AGREEMENT AMONG THE GOVERNMENT OF THE REPUBLIC OF LIBERIA, WESTERN CLUSTER LIMITED, SESA GOA LIMITED, BLOOM FOUNTAIN LIMITED AND ELENILTO MINERALS AND MINING LLC.”



VICE PRESIDENT OF LIBERIA/PRESIDENT OF THE SENATE



SECRETARY OF THE SENATE, R.L.



SPEAKER, HOUSE OF REPRESENTATIVES, R.L.



CHIEF CLERK, HOUSE OF REPRESENTATIVES, R.L.

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Office of the Secretary
of the Senate



The Liberian Senate

CAPITOL BUILDING, CAPITOL HILL, MONROVIA, LIBERIA
WEST AFRICA

2011

SIXTH SESSION OF THE FIFTY-SECOND LEGISLATURE OF THE
REPUBLIC OF LIBERIA

SCHEDULE OF SENATE'S ENROLLED BILL No. 14 ENTITLED:

"AN ACT TO RATIFY THE CONCESSION AGREEMENT AMONG THE
GOVERNMENT OF THE REPUBLIC OF LIBERIA, WESTERN CLUSTER LIMITED,
SESA GOA LIMITED, BLOOM FOUNTAIN LIMITED AND ELENILTO MINERALS
AND MINING LLC."

PRESENTED TO THE PRESIDENT OF THE REPUBLIC OF LIBERIA FOR
EXECUTIVE APPROVAL.

APPROVED THIS 22nd DAY OF August A.D. 2011

AT THE HOUR OF 11:30 A.M.

PRESIDENT OF THE REPUBLIC OF LIBERIA

