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Ministry of Finance and
Economic Development
Secretariat Building
George Street, Freetown
SIERRA LEONE

27th October, 2016

To: John Bonoh Sisay
Chief Executive Officer
Sierra Rutile Limited
Access Bank Building
30 Siaka Stevens Street
Freetown, Sierra Leone

From: The Government of the Republic of Sierra Leone
Minister of Finance and Economic Development and
National Authorising Officer for the EDF

Dear Sirs,

RE: Loan agreement between Sierra Rutile Limited and the Government of the Republic of Sierra Leone signed on 2 August 2004

1. BACKGROUND

1.1 We refer to the loan agreement between Sierra Rutile Limited ("SRL") and the Government of the Republic of Sierra Leone ("GOSL") signed on 2 August 2004 (as amended, novated and supplemented from time to time, including by way of (i) a letter from the Ministry of Finance and Economic Development of GOSL to SRL dated 15 July 2016 and (ii) an extension to the loan agreement by way of an instrument dated 15 July 2016 (the "Loan Agreement"). Unless otherwise defined in this letter, capitalised terms used in this letter have the same meaning as that given to them under the Loan Agreement.

1.2 Following several discussions with the Management of SRL, we understand that SRL intends to repay or pay in full to GOSL all outstanding amounts owing under the Loan Agreement in full and final discharge of its obligations under the Loan Agreement. The total amount required to be repaid as at 15 December 2016 is Euro 21,965,747.15 (the "Final Payment Amount"). The Final Payment Amount comprises the outstanding principal balance, accrued interest and any other amount owing or due under the Loan Agreement as at 15 December 2016.

2. CONFIRMATION

Notwithstanding any notice period for prepayment of the Loan required under Section 3.07 of the Loan Agreement, we confirm that:

- 2.1 the payment of the Final Payment Amount to GOSL on or before 15 December 2016 will fully and finally discharge all of SRL's obligations and liabilities under or in connection with the Loan Agreement and SRL will not be required to make any other payment to GOSL in relation to the Loan Agreement; and
- 2.2 after the payment of the Final Payment Amount to GOSL on or before 15 December 2016, SRL will not have any further obligation or liability under or in connection with the Loan Agreement and GOSL will no longer have any rights or obligations under or in connection with the Loan Agreement.

3. SETTLEMENT

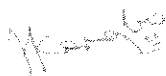
In the event that the Final Payment Amount is paid by SRL to GOSL prior to 15 December 2016 and the Final Payment Amount exceeds the aggregate amounts outstanding under the Loan Agreement on the date of payment (the "Actual Outstandings"), GOSL hereby agrees to refund any such excess amount (being the difference between the Final Payment Amount and the Actual Outstandings) to SRL as soon as reasonably practicable thereafter.

4. GENERAL

- 4.1 This letter may be executed or endorsed in a number of counterparts, and this has the same effect as if the signatures or endorsements on the counterparts were on a single original of this letter.
- 4.2 This letter and any non-contractual obligations arising out of or in connection with this letter are governed by English law.
- 4.3 Section 8.03 of the Loan Agreement shall apply to this letter as if set out in full herein and as if references to 'this Agreement' were references to this letter.

Please confirm your agreement to the above by countersigning a copy of this letter.

Yours faithfully,



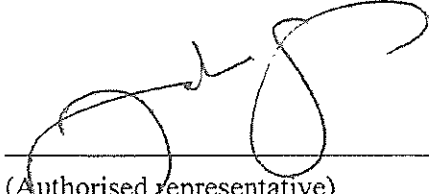
Name: Momodu L. Kargbo

(Authorised representative)

Government of Sierra Leone

Minister of Finance and Economic Development and
National Authorising Officer for the EDF

Acknowledged and agreed.



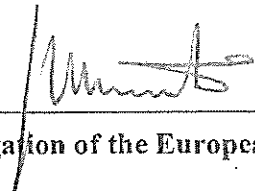
(Authorised representative)

For and on behalf of Sierra Rutile Limited

Name:

Date:

Endorsed by the European Commission



Head of the Delegation of the European Commission in Sierra Leone

Name:

Date:

PETER VERSTEEG
HEAD OF DELEGATION
SIERRA LEONE

