PROJECT FACILITY AGREEMENT

ANVIL MINING CONGO SARL

RMB INTERNATIONAL (DUBLIN) LIMITED

EACH PARTY LISTED IN SCHEDULE 1

AND

RMB RESOURCES LIMITED

PART 1 OF 3

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Project Facility Agreement

Anvil Mining Congo SARL

RMB International (Dublin) Limited

Each party listed in schedule 1

and

RMB Resources Limited

Freehills

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Reference DAW:GLV:RGW:80196616

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$34,155.10 Reduction Allowed | $8,551,881.00 Sum Secured
Signature 18.4.02 | NDP Duty

This project facility agreement

is made on 18 April 2002 between the following parties:

1. **Anvil Mining Congo SARL**
   of 7th Floor, UBC Building
   Avenue des Aviateurs
   Kinshasa/Gombe
   Democratic Republic of Congo
   (Borrower)

2. **RMB International (Dublin) Limited**
   of West Block
   International Financial Services Centre
   Dublin 1 Ireland
   (Lender)

3. **Each party listed in schedule 1**
   (each a **Guarantor**)

4. **RMB Resources Limited**
   ACN 074 930 715
   of Level 5, Underwood House
   37-49 Pitt Street
   Sydney, New South Wales
   (Agent)

Recitals

The Borrower and each of the Guarantors have requested the Lender to make available a credit facility to the Borrower on the terms and conditions contained in this agreement.

The parties agree

in consideration of, among other things, the mutual promises contained in this agreement:

1 Definitions and Interpretation

1.1 Definitions

In this agreement, unless the contrary intention appears:

Anticipated Project Financial Completion Date means the date on which Project Financial Completion is forecast to occur most recently advised to the Agent by the Borrower;

Anvil means Anvil Mining NL ACN 060 478 962;

Anvil Group means:

(a) Anvil;

(b) the Borrower;

(c) each Guarantor;

(d) each Subsidiary of Anvil from time to time; and

(e) Anvil Zambia;

Anvil Group Member means a member of the Anvil Group;

Anvil No 2 means Anvil Mining No 2 Pty Ltd ACN 073 280 841;

Anvil No 3 means Anvil Mining No 3 Pty Ltd ACN 073 280 869;

Anvil Trust Deed No 1 means the trust deed – Anvil Trust No 1 dated 21 July 2000 between the Borrower and Central African Holdings Pty Ltd;

Anvil Trust Deed No 2 means the trust deed – Anvil Trust No 2 dated 21 July 2000 between the Borrower and Congo Development Pty Ltd;

Anvil Trust No 1 means the trust established and constituted under the Anvil Trust Deed No 1;

Anvil Trust No 2 means the trust established and constituted under the Anvil Trust Deed No 2;

Anvil UK means Anvil Mining UK Limited (registered number 3188509), a company incorporated in England of care of McKelvie & Co, 82 Wandsworth Bridge Road, Fulham, London, England;

Anvil Zambia means Anvil Mining Zambia Limited, a company incorporated in Zambia of care of Grant Thornton, Chartered Accountants, 2nd Floor, Farmers House, Cairo Road, Lusaka, Zambia;

Authorisation includes any consent, registration, filing, agreement, certificate, licence, approval, permit, authority or exemption from, by or with a Governmental Agency;

Authorised Officer means:

(a) in relation to a Transaction Party, a director or company secretary for the time being; and

(b) in relation to a Finance Party, a director, an associate director, a company secretary, an officer whose title contains the word "director", "manager" or "executive", or a person performing the functions of any of them,

or in either case, a person appointed by a party to act as an Authorised Officer for the purposes of the Facility or the Transaction Documents;

Available Resources is defined in clause 9.4(a);

Availability Period means the period commencing on the date of satisfaction of the conditions precedent set out in clause 3.1 and ending on the earlier of:

(a) 31 October 2002;

(b) the date on which the Facility is fully drawn; or

(c) the date on which the Commitment is cancelled in full,

or if a Force Majeure Event occurs, the date agreed in writing between the Agent and the Borrower;

Bill means a bill of exchange as defined in the Bills of Exchange Act 1909 (Cth);

Budget means an annual operating and financial budget and activities plan prepared by the Borrower for the Borrower's forthcoming financial year;

Business Day means a day on which banks are open for general banking business in Sydney, New South Wales, London, England and Kinshasa, the DRC excluding Saturdays, Sundays and public holidays;

Calculation Period means:

(a) the period from and including the date of this agreement to and including the Quarterly Date first occurring after that date; and

(b) thereafter, each successive Quarter;

Cashflow Model means the cashflow projections for the construction, development and operation phases of the Project;

Central African means Central African Holdings Pty Ltd ACN 078 351 827 in its own capacity and in its capacity as trustee of the Anvil Trust No 1;

Collateral Security means any present or future Encumbrance, Surety Obligation or other document or agreement entered into by the Borrower, another Transaction Party or another person as security for the payment of the Secured Moneys;

Commencement of Production means the date on which the first delivery of copper cathode is made by the Borrower under the offtake agreement referred to in clause 9.3(l)(2) or any other Sales Contract;

Commitment means the maximum aggregate amount agreed to be provided by the Lender under the Facility being US$4,500,000, as reduced or cancelled in accordance with this agreement;

Congo Development means Congo Development Pty Ltd ACN 078 773 547 in its own capacity and in its capacity as trustee of the Anvil Trust No 2;

Corporate Budget means the corporate budget for non-Project expenditure of the Borrower and the Guarantors for a period approved by the Agent;

Corporations Act means the Corporations Act 2001 of the Commonwealth of Australia;

Cost Overrun Provision means the cost overrun provision in an amount of US$500,000;

Default means the occurrence of an event of default described in clause 11;

Dispose in relation to any asset, property or right, means to sell, transfer, assign, surrender, convey, lease, licence, discount, lend, farm-out or otherwise dispose of any interest in the asset, property or right;

Documents means the Transaction Documents and the Project Documents;

DRC means the Democratic Republic of Congo;

DRC Franc means the currency of the DRC;

DRC Securities means:

(a) the mortgage over mining concession (hypothèque sur la concession minière) dated on or about the date of this agreement between the Borrower and the Lender;

(b) the business asset pledge agreement (acte de gage de fonds de commerce) dated on or about the date of this agreement between the Borrower and the Lender;

(c) the pledge agreement for shares (contrat de nantissement de titres) dated on or about the date of this agreement between the Lender and Anvil UK;

(d) the pledge agreement of balance of banking accounts (contrat de gage sur le solde crediteur des comptes bancaires) dated on or about the date of this agreement between the Borrower, Stanbic Bank Congo SARL, La Banque Internationale pour l'Afrique au Congo and the Lender;

(e) the agreement of assignment (convention de cession) dated on or about the date of this agreement between the Borrower, Anvil and the Lender;

(f) any other Encumbrance or Surety Obligation granted by any Guarantor or the Borrower in favour of any Finance Party in respect of any assets located in the DRC;

Encumbrance means an interest or power:

(a) reserved in an interest in any asset including, but not limited to, any retention of title; or

(b) created or otherwise arising in any interest in any asset under a mortgage, charge, bill of sale, lien, pledge, trust or power,

by way of security for the payment of a debt, another monetary obligation or the performance of another obligation, and includes, but is not limited to, an agreement to grant or create any of the above;

Environmental Approvals means all consents, approvals, licences or other authorisations of any kind required by Environmental Law;

Environmental Law means any law, whether deriving from statute (including, but not limited to, the relevant laws of the DRC) or otherwise, concerning environmental matters, and includes, but is not limited to, law concerning land use, development, pollution, waste disposal, toxic and hazardous substances, conservation of natural or cultural resources and resource allocation including any law relating to exploration for, and development or exploitation of, any natural resource including the rehabilitation of any land;

Environmental Liabilities means any obligation, expense, penalty or fine under an Environmental Law which would or could be imposed on a Transaction Party, or an Authorised Officer or employee of a Transaction Party, or any occupier of the Project Area as a result of activities carried on during the ownership or occupation of the Project Area by the Borrower, or by its predecessors in title;

Equity Funding Amount means equity funding for the Project in the amount of US$1,100,000;

Equivalent Amount in respect of an amount on a day, means the amount of United States Dollars converted from another currency at the spot rate for the purchase of United States Dollars with that currency quoted by the Agent at or about 11.00 am (London time) on that day for value on the second LIBOR Business Day after that day;

Excess Cash Flow for the Quarter ending on 30 June 2003 and each Quarter thereafter, means the aggregate of:

(a) the Project Cash Flow for that Quarter; and

(b) moneys deposited to the credit of the Proceeds Account, the Local US$ Account and the Local Currency Account during that Quarter (but with no double counting of amount),

less the following amounts paid during that Quarter or on the Quarterly Date at the end of that Quarter:

(c) interest payable in relation to the Facility under clause 5.1 and each payment of the Principal Outstanding under clause 6.1;

(d) moneys payable under a Hedging Contract;

(e) any payments made, or to be made, under the NSR Financing Interest Agreement; and

(f) an amount of US$1,500,000 in respect of a working capital provision to meet Operating Costs prior to the next receipt of Revenue payments,

but excluding any capital expenditure in respect of Stage 2 and Stage 3 paid during that Quarter or on the Quarterly Date at the end of that Quarter;

Facility means the cash facility to be provided by the Lender to the Borrower under this agreement;

Final Repayment Date means 30 September 2005;

Finance Party means each of the following:

(a) the Lender; and

(b) the Agent,

and **Finance Parties** means both of them;

Financial Indebtedness means any debt or other monetary liability in respect of moneys borrowed or raised or financial accommodation including, but not limited to, under or in respect of any:

(a) Bill, bond, debenture, note, letter of credit, bank guarantee or similar instrument;

(b) acceptance, endorsement or discounting arrangement;

(c) Surety Obligation;

(d) finance lease;

(e) deferred purchase price for more than 90 days of any asset or service;

(f) obligation to deliver goods or provide services paid for in advance by any financier or in relation to another financing transaction; or

(g) amount of capital and premium payable in connection with the redemption of preference shares or an amount of purchaser price payable for or in connection with the acquisition of redeemable preference shares,

and irrespective of whether the debt or liability:

(h) is present or future;

(i) is actual, prospective, contingent or otherwise;

(j) is at any time ascertained or unascertained;

(k) is owed or incurred alone or severally or jointly or both with another person; or

(l) is a combination of the above;

Financing Account means the account described in clause 4.2 of the NSR Financing Interest Agreement;

Financing Plan means the plan which details the sources of funds, including the Equity Funding Amount and the Cost Overrun Provision, to pay the costs set out in the Project Development Budget;

Force Majeure Event means:

(a) an act of God;

(b) war, revolution, or any other unlawful act against public order or authority;

(c) a restraint by a Governmental Agency;

(d) any other event which a reasonable person could not foresee or reasonably make provision for or insure against,

which wholly or partially prevents, hinders, obstructs, delays or interferes with the development or operation of the Project or the sale of Product;

Foreign Exchange Regime Agreement means the agreement relating to specific foreign exchange regime dated 22 May 2001 between the Central Bank of Congo and the Borrower;

Funding Date means the date on which a Funding Portion is, or is to be, provided to the Borrower under this agreement;

Funding Notice means a notice requesting a Funding Portion in the form of schedule 2, specifying the matters indicated in that schedule;

Funding Period means a period for the fixing of interest rates determined under clause 4.4;

Funding Portion means each portion of the Commitment provided under this agreement;

Funding Rate for a Funding Portion, means the sum of LIBOR for that Funding Period plus the Margin;

Governmental Agency means a government or a governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

GST has the same meaning as in the GST Act;

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

Half Year means the period of 6 months ending on a Half Yearly Date;

Half Yearly Date means each of 30 June and 31 December in each year;

Hedging Contract means any agreement or arrangement entered into by the Borrower with any financial institution, in connection with the management and protection of commodity risk, foreign currency risk or interest rate risk;

Income Tax Act means the Income Tax Act Chapter 323 of the laws of Zambia;

Initial Excess Cash Flow for the period commencing on the date of Commencement of Production and ending on 31 March 2003, means the aggregate of:

(a) the Project Cash Flow for that period; and

(b) moneys deposited to the credit of the Proceeds Account, the Local US$ Account and the Local Currency Account during that period (but with no double counting of amount),

less the following amounts paid during that period or on 31 March 2003:

(c) interest payable in relation to the Facility under clause 5.1 and each payment of the Principal Outstanding under clause 6.1;

(d) moneys payable under a Hedging Contract;

(e) any payments made, or to be made, under the NSR Financing Interest Agreement;

(f) an amount of US$1,500,000 in respect of a working capital provision to meet Operating Costs prior to the next receipt of Revenue payments,

but excluding any capital expenditure in respect of Stage 2 and Stage 3 paid during that period or on 31 March 2003;

Initial Funding Portion is defined in clause 4.4(h);

Insolvency Act means the Insolvency Act 1986 (United Kingdom);

Insolvency Event means the happening of any of these events with respect to a Transaction Party:

(a) an application or petition is made to a court for an order, or an order is made, that a Transaction Party be wound up, put into administration or dissolved;

(b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of a Transaction Party, or one of them is appointed, whether or not under an order;

(c) a receiver, receiver and manager, official manager, trustee, administrator, controller (as defined in the Corporations Act), liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, administrative receiver or similar official is appointed in any jurisdiction over any of the assets or undertaking of a Transaction Party;

(d) the directors or other officers of a Transaction Party request the appointment of a receiver, receiver and manager, official manager, trustee, administrator, controller (as defined in the Corporations Act), liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, administrative receiver or similar official;

(e) except to reconstruct or amalgamate while solvent on terms approved by the Agent, a Transaction Party enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;

(f) a Transaction Party resolves, or a meeting of a Transaction Party is convened to consider any resolution for that Transaction Party, to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the Agent or is otherwise wound up or dissolved;

(g) a Transaction Party is (or is deemed under section 123 of the Insolvency Act to be) insolvent or is unable to pay its debts when they are due or states that it is insolvent or is insolvent as defined in the Corporations Act;

(h) a Transaction Party suspends payment of its debts generally or announces an intention to do so;

(i) by reason of actual or anticipated financial difficulties, a Transaction Party begins negotiations with any creditor for the rescheduling of any of its indebtedness;

(j) a Transaction Party takes any step to obtain protection (including a moratorium) or is granted protection (including a moratorium) from its creditors under the Corporations Act, the Insolvency Act or under the law of any applicable jurisdiction or an administrator is appointed to a Transaction Party under the Corporations Act or under the law of any applicable jurisdiction;

(k) a Transaction Party becomes an insolvent under administration as defined in section 9 of the Corporations Act or action is taken which could result in that event;

(l) a notice under section 601AB of the Corporations Act is given to, or an application under section 601AA is made by, or in respect of a Transaction Party; or

(m) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction, including with respect to the Borrower, the laws of the DRC, with respect to Anvil UK, the laws of the England and with respect to Anvil Zambia, the laws of Zambia;

Inter-Company Claims means all debts and liabilities of each Subordinated Group Member to any and all other Subordinated Group Members on any account and in any capacity, irrespective of whether the debts or liabilities:

(a) are present or future;

(b) are actual, prospective, contingent or otherwise;

(c) are at any time ascertained or unascertained;

(d) are owed or incurred by or on account of a Subordinated Group Member alone or severally or jointly with another person;

(e) are owed to or incurred for the account of a Subordinated Group Member alone, or severally or jointly with another person;

(f) are owed to another person as agent (whether disclosed or not) for or on behalf of a Subordinated Group Member;

(g) are owed or incurred as principal, interest, fees, charges, taxes, duties or other imposts, damages (whether for breach of contract or tort or incurred on another ground), losses, costs or expenses, or on any other account;

(h) are owed to or incurred for the account of a Subordinated Group Member directly or as a result of:

(1) the assignment or transfer to a Subordinated Group Member of a debt or monetary liability of a Subordinated Group Member (whether by way of assignment, transfer or otherwise); or

(2) another dealing with a debt or liability of that kind;

(i) are owed to or incurred for the account of a Subordinated Group Member before the date of this agreement, before the date of any assignment of this agreement to a Subordinated Group Member by another person or otherwise; or

(j) comprise a combination of the above;

Lending Office in respect of a Finance Party, means the office of that Finance Party set out on page 1 of this agreement, or another office notified by a Finance Party under this agreement;

LIBO Page means the page entitled "LIBO" on the Reuters Monitor Money Rates Service or any other page which may replace the LIBO page for the purpose of displaying offered rates for United States Dollar deposits;

LIBOR in relation to a Funding Period for a Funding Portion, means the rate per cent per annum determined by the Agent to be:

(a) the average of the rates quoted on the LIBO Page as being the rate per annum at which United States Dollar deposits are offered for a period equivalent to the Funding Period at about 11.00 am (London time) on the Value Date, eliminating the highest and the lowest rates and rounding up the resultant figure to 4 decimal places;

(b) where 2 or fewer rates are quoted for the relevant period on the LIBO Page at the relevant time, the average of the rates notified to the Agent by each Reference Bank to be the rate per annum at which United States Dollar deposits are offered to that Reference Bank for a period equivalent to the Funding Period at about 11.00 am (London time) on the Value Date, rounding up the resultant figure to 4 decimal places; or

(c) if LIBOR cannot be determined in accordance with paragraphs (a) or (b) of this definition, the rate most nearly approximating the rate that would otherwise have been calculated by the Agent in accordance with paragraph (a) having regard to comparable indices then available in the financial markets;

LIBOR Business Day means a day (not being a Saturday or Sunday) on which banks are open for general banking business in London and New York;

Local Currency Account means the account described in clause 10.1(b);

Local US$ Account means the account described in clause 10.1(c);

LSTK Contract means the contract for the design, supply, construction and commissioning of the Dikulushi barge, process, plant and related infrastructure dated 28 March 2002 between Anvil and MDM;

LSTK Side Agreement means the LSTK side agreement dated on or about the date of this agreement between Anvil, MDM, the Lender and the Agent;

Margin means 2.5% per annum;

Material Adverse Effect means a material adverse effect on:

(a) the ability of a Transaction Party to perform an obligation under a Transaction Document to which it is a party;

(b) the value of the Secured Property; or

(c) the business or operations of a Transaction Party;

Measured, Indicated and Inferred Resources means "Measured Mineral Resource", "Indicated Mineral Resource" and "Inferred Mineral Resource" as construed, reported and calculated in accordance with the Australasian Code for Reporting of Mineral Resources and Ore Reserves effective as at September 1999 (as amended from time to time);

MDM means Metallurgical Design and Management Ltd of 2nd Floor, 35-37 New Street, St Helier, Jersey, Channel Islands;

Mineral Rights means:

(a) the mineral rights described in the DRC Securities;

(b) the mineral rights described in the Mining Concession;

(c) all entitlements of the Borrower or any Transaction Party under the provisions of the Mining Convention and the Mining Law (as applicable) to conduct exploration or mining activities on the Project Area;

(d) any present or future interest from time to time held by or on behalf of the Borrower or any Transaction Party in any present or future right, lease, licence, claim, permit or other authority which confers or may confer a right to prospect or explore for or mine any metals or minerals in any part of the Project Area;

(e) any present or future renewal, extension, modification, substitution, amalgamation or variation of any of the mineral rights described above (whether extending over the same or a greater or lesser area); and

(f) any present or future application for or interest in any of the above, which confers or which, when granted, will confer the same or similar rights;

Mining Concession means the mining concession granted on 31 January 2002 by the Government of the DRC in favour of the Borrower;

Mining Convention means the mining convention dated 31 January 1998 between the Government of the DRC and Anvil;

Mining Law means the Mining Legislation Ordinance-Law No 81-013 of 2 April 1981 which sets out the general legislation on mines and hydrocarbons as modified, including Ordinance No 67-416 of 23 September 1967 which sets out the mining regulations as modified;

Mobilisation Facility Agreement means the mobilisation facility agreement dated 9 October 2001 between Anvil, RMB Australia Holdings Limited and the Agent;

Mopani means Mopani Copper Mines plc, a company incorporated in Zambia (registered number 44139) of Central Offices, Central Street, Nkana West, Kitwe, Zambia;

NSR Financing Interest Agreement means the net smelter return financing interest agreement dated on or about the date of this agreement between the Borrower, Anvil UK, the Agent and the Lender;

Operating Costs means all expenses (including, but not limited to, capital and recurrent expenditure of a routine nature and head office administration costs, but excluding all other capital expenditure) incurred and paid by the Borrower in the ordinary course of business in connection with the day to day activities of the Project but excluding:

(a) any payments to third parties in respect of liabilities to them covered by third party insurance; and

(b) expenses incurred in connection with exploration activities;

Overdue Rate in relation to an unpaid amount on any date, means the rate which is the sum of 2% per annum and the Funding Rate for a Funding Portion equal to the unpaid amount and having a Funding Period of 90 days;

Payment Currency means the currency in which any payment is actually made;

Permitted Encumbrances means the Encumbrances described in schedule 3;

Potential Default means an event or condition which with notice or lapse of time or satisfaction of some other condition or any combination of the foregoing would become a Default;

Power means a right, power, authority, discretion or remedy conferred on a Finance Party by a Transaction Document, an applicable law or otherwise;

Principal Outstanding at any time, means the sum of all outstanding Funding Portions drawn under the Facility at that time;

Proceeds Account means the account described in clause 10.1(a);

Product means the Borrower's present and future right, title and interest in and to all copper (including, without limitation, copper in ore, concentrates, matte, anodes and cathodes) and silver (including, without limitation, silver in ore, concentrates, matte, anodes and refinery sludge) and other metals and minerals mined, extracted or derived from the Project Area;

Project means the Dikulushi mining project in the Katanga Province in the DRC;

Project Area means the areas the subject of the Mineral Rights described in the DRC Securities;

Project Assets means all the right, title and interest both present and future of the Borrower which is attributable to the Project and includes all the right, title and interest both present and future of the Borrower in, to, under or derived from:

(a) the Mineral Rights;

(b) the Product;

(c) the Project Area, including any title to or interest in the land included in the Project Area now or at a later time held by the Borrower;

(d) the Sales Contracts, including the offtake agreement described in clause 9.3(l)(2);

(e) every contract for the use by any third party of any of the assets and property included in the Project;

(f) Authorisations in relation to the Project;

(g) any other contract, agreement, permit, lease, licence, consent, easement, right of way and other rights or interests in land, which relates to the construction, operation or maintenance of the Project, or to the mining, production, transportation, storage, treatment, processing or marketing of the Product;

(h) all exploration and mining information, documents, maps, reports, records, studies and other written data, including all data stored on magnetic tapes, disks or diskettes or any other computer storage media, relating to geological, geochemical and geophysical work, feasibility studies and other operations conducted with respect to the Project Area;

(i) all buildings, improvements, structures, systems, fixtures, plant, machinery, barges, tools and other personal property at any time used or intended for use in connection with or incidental to the exploration, mining, storage, transporting and processing of Product, and all associated facilities and infrastructure (including any treatment or processing plant);

Project Cash Flow in relation to a Calculation Period, means the Revenue for the Calculation Period less the aggregate of the following amounts actually paid by the Borrower during that Calculation Period (or, where not actually paid at the date of any calculation, projected or estimated by the Agent to be actually paid by the Borrower during that Calculation Period):

(a) Operating Costs in accordance with the current Budget;

(b) any capital expenditure in respect of Stage 1 of the Project as may be approved by the Agent; and

(c) any fees or Taxes paid to the Government of the DRC or to a Governmental Agency in respect of the Project (whether currently payable or levied or imposed after the date of this agreement);

Project Costs means the capital costs, incurred before the Project is completed, of planning, design, construction, development, commissioning and management of the Project in accordance with the Project Implementation Plan;

Project Development Budget means the budget which sets out the total funding requirements for the Borrower, including the Project Costs, the Cost Overrun Provision, financing costs and the Borrower's overheads;

Project Documents will be on terms acceptable to the Agent and include the following:

(a) the Mining Convention;

(b) the Foreign Exchange Regime Agreement;

(c) the Mining Concession;

(d) the LSTK Contract;

(e) all instruments and indicia of title to the Mineral Rights and all other documentation under which the Borrower or any Transaction Party derives the right to explore or mine the Project Area;

(f) each agreement and contract described in clause 9.3(l); and

(g) any other document executed from time to time by any person in respect of the documents described in paragraphs (a) to (f) inclusive or which is collateral, supplementary or related to those documents;

Project Financial Completion means the earliest date at which the Agent is satisfied in its discretion that:

(a) all contractors, sub-contractors and suppliers performing work in respect of the Project or supplying goods or services for the Project have been paid all amounts owed to them except for retention amounts and amounts in dispute;

(b) Commercial Completion (as defined in the LSTK Contract) has occurred;

(c) the Project has operated with positive cashflows for a period of one month; and

(d) the Project is projected by the Agent to have positive cashflows for the 6 months following the period described in paragraph (c) above;

Project Implementation Plan means the plan which sets out the work required to develop, construct, commission and operate the Project;

Projected Funding Shortfall is defined in clause 9.4(b);

Proved Reserves and **Probable Reserves** means "Proved Ore Reserves" and "Probable Ore Reserves" as construed, reported and calculated in accordance with the Australasian Code for Reporting of Mineral Resources and Ore Reserves effective as at September 1999 (as amended from time to time);

Quarter means the period of 3 months preceding a Quarterly Date;

Quarterly Date means each of 31 March, 30 June, 30 September and 31 December in each year;

Reference Bank means the principal London offices of Barclays Bank plc, The Chase Manhattan Bank N.A. and National Westminister Bank plc;

Relevant Currency means the currency in which a payment is required to be made under a Transaction Document;

Revenue for any Calculation Period, means the aggregate of the following amounts actually received (or, where not received at any date of calculation, projected or estimated by the Agent as likely to be actually received) during that Calculation Period:

(a) Sales Proceeds;

(b) interest credited to any Transaction Account;

(c) liquidated damages and other amounts received under any Project Document;

(d) moneys received under or in relation to any Hedging Contract; and

(e) any other money received in connection with the Project (including, without limitation, proceeds of sales of assets and insurance proceeds) and for any purpose whatsoever, which money is not subject to any escrow or like conditions,

but excluding:

(f) the proceeds of a Funding Portion and any financial accommodation (other than a Hedging Contract) made available by the Lender;

(g) the proceeds of any equity contribution or loan or other financial accommodation provided to the Borrower by a Guarantor or any other person; and

(h) the proceeds of any insurance in respect of liabilities to third parties;

Sales Contracts means any contract, agreement or arrangement for the sale, transfer or other disposal, or any contract, agreement or arrangement for any agency for sale, exchange, transfer or other disposal, of Product;

Sales Proceeds means moneys received from the sale of Product including, but not limited to, moneys received under any Sales Contract;

Same Day Funds means a bank cheque or other immediately available funds;

Secured Moneys means all debts and monetary liabilities of the Borrower and each other Transaction Party to a Finance Party under or in relation to a Transaction Document in any capacity, irrespective of whether the debts or monetary liabilities:

(a) are present or future;

(b) are actual, prospective, contingent or otherwise;

(c) are at any time ascertained or unascertained;

(d) are owed or incurred by or on account of the Borrower or another Transaction Party alone or severally or jointly with another person;

(e) are owed to or incurred for the account of a Finance Party alone, or severally or jointly with another person;

(f) are owed to another person as agent (whether disclosed or not) for or on behalf of a Finance Party;

(g) are owed or incurred as principal, interest, fees, charges, taxes, duties or other imposts, damages (whether for breach of contract or tort or incurred on another ground), losses, costs or expenses, or on any other account;

(h) are owed to or incurred for the account of a Finance Party directly or as a result of:

  (1) the assignment or transfer to a Finance Party of a debt or monetary liability of the Borrower (whether by way of assignment, transfer or otherwise) or another Transaction Party; or

  (2) another dealing with a debt or monetary liability of that kind;

(i) are owed to or incurred for the account of a Finance Party before the date of this agreement, before the date of any assignment of this agreement to a Finance Party by another person or otherwise; or

(j) comprise a combination of the above;

Secured Property means the property the subject of the Securities and each Collateral Security;

Securities means the securities described in schedule 4;

Stage 1 means stage one of the Project as described in the Project Implementation Plan and in accordance with the Project Development Budget;

Stage 2 means stage two of the Project in respect of developing the flotation processing for the Project;

Stage 3 means stage three of the Project in respect of the underground mining of the Project;

Subordinated Group means the Anvil Group and the Subordinated Parties;

Subordinated Group Member means each member of the Subordinated Group;

Subordination Parties means Central African, Congo Development, Anvil Mining Investment Company South Africa (Pty) Ltd, Anvil International Holdings Limited, Anvil International Finance Limited, Bannon Mining Pty Ltd ACN 078 987 425 and Leda Mining Pty Ltd ACN 078 987 416;

Subsidiary of an entity, means another entity which is a subsidiary of the first within the meaning of part 1.2 division 6 of the Corporations Act or is a subsidiary of or otherwise controlled by the first within the meaning of generally accepted accounting standards and principles as in effect from time to time in Australia;

Surety Obligation means a guarantee, suretyship, letter of credit, letter of comfort or another obligation (whatever called and of whatever nature):

(a) to provide funds (whether by the advance or payment of money, the purchase of or subscription for shares or other securities, the purchase of assets or services, or otherwise) for the payment or discharge of;

(b) to indemnify a person against the consequences of default in the payment of; or

(c) to be responsible for,

a debt or monetary liability of another person or the assumption of any responsibility or obligation in respect of the insolvency or the financial condition of another person;

Tax means:

(a) a tax, levy, charge, impost, duty, fee, deduction, compulsory loan or withholding;

(b) income, stamp or transaction duty, tax or charge;

(c) GST; or

(d) VAT,

which is assessed, levied, imposed or collected by, or payable to, a Governmental Agency, except if imposed in respect of the overall net income of a Finance Party and includes, but is not limited to, interest, fines, penalties, charges, fees, value added tax or other amounts imposed on or in respect of any of the above;

Taxable Supply has the same meaning as in the GST Act and in the Income Tax Act;

Termination Notice is defined in clause 9.4(e)(2);

Transaction Accounts means:

(a) the Local US$ Account;

(b) the Local Currency Account; and

(c) the Proceeds Account;

Transaction Documents means:

(a) this agreement;

(b) the letter dated on or about the date of this agreement from the Borrower to the Lender and the Agent in relation to insurance;

(c) the Securities;

(d) the LSTK Side Agreement;

(e) the NSR Financing Interest Agreement;

(f) each deed of covenant described in clause 9.3(m);

(g) each document which the Borrower and the Agent agree is a Transaction Document;

Transaction Party means:

(a) the Borrower;

(b) each Guarantor;

(c) any other person the Borrower and the Agent agree is a Transaction Party;

Undrawn Commitment at any time, means the Commitment at that time less the Principal Outstanding at that time;

United States Dollars and **US$** means the currency of the United States of America;

Value Date means the date 2 Business Days before the first day of a Funding Period;

VAT has the same meaning as in the Income Tax Act; and

Zambia means the Republic of Zambia.

1.2 Interpretation

In this agreement, unless the context otherwise requires:

(a) clause headings do not affect the interpretation of this agreement and a reference to clauses, paragraphs, schedules and annexures is a reference to the clauses, paragraphs, schedules and annexures in this agreement;

(b) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;

(c) a reference to any agreement, instrument or document includes a reference to the agreement, instrument or document as amended, varied, supplemented or replaced from time to time;

(d) words indicating the singular include the plural and vice versa, expressions indicating natural persons include a company, corporation or other body corporate, partnership, joint venture, association and a Governmental Agency;

(e) a reference to a party includes that party's executors, administrators, successors, substitutes and assigns, including a person taking by way of novation;

(f) a reference to a month means a calendar month (whether or not beginning on the first day of any month);

(g) a reference to an agreement other than this agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;

(h) a reference to an asset includes all property of any nature, including, but not limited to, a business, and all rights, revenues and benefits;

(i) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind;

(j) other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning;

(k) where the day on or by which a matter or thing is to be done is not a Business Day, that matter or thing must be done on or by the preceding Business Day; and

(l) a reference to liquidation includes official management, appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, assignment for the benefit of creditors, scheme, composition or arrangement with creditors, insolvency, bankruptcy, or any similar procedure.

1.3 Accounting Principles

In this agreement, unless the context otherwise requires:

(a) all computations and determinations as to financial matters, and all financial statements to be delivered under this agreement, must be made or prepared in accordance with generally accepted accounting practices of the jurisdiction applicable to the Borrower and to each Guarantor respectively and principles for the time being consistently applied; and

(b) all accounting terms used in this agreement have the meanings respectively ascribed to those terms by those practices and principles for the time being.

1.4 Liability

The obligations of the Borrower and each Guarantor under this agreement bind each of them jointly and severally.

1.5 Calculations

Any amount or figure to be calculated or estimated under or for the purposes of the definitions of "Excess Cash Flow", "Initial Excess Cash Flow", "Project Cash Flow", "Project Costs", "Operating Costs" and "Revenue" is to be calculated by the Agent on the basis of the latest Cashflow Model and accounts and other financial information under clause 9.6, as estimated by the Agent on the basis of the latest Cashflow Model and other accounts and information available to the Agent. Where actual figures are known, then those figures must be used instead of any forecast figures. The Agent will consult with the Borrower regarding the accuracy of the calculations.

1.6 Calculations in United States Dollars

All calculations under this agreement will be made in United States Dollars. For the purpose of determining Operating Costs, Excess Cash Flow, Project Cash Flow, Project Costs and Revenue for any period, any amount paid or received by the Borrower in a currency other than United States Dollars will:

(a) to the extent the amount paid or received has been converted from or to United States Dollars by the Borrower, be taken into account as that United States Dollar amount; and

(b) to the extent that no such conversion or payment has taken place, be taken into account as the Equivalent Amount as at the last day of the period.

2 Commitment, purpose and availability of the Facility

2.1 Provision of Commitment

Subject to this agreement, the Lender will make the Commitment available to the Borrower during the Availability Period under this agreement.

2.2 Purpose

(a) The Borrower must use the proceeds of each Funding Portion under the Facility:

(1) first, to repay to RMB Australia Holdings Limited and the Agent all principal, interest, fees and other moneys outstanding by Anvil under the Mobilisation Facility Agreement; and

(2) next, to pay costs and expenses in connection with the development, construction and operation of Stage 1 of the Project.

(b) At the request of the Agent from time to time, the Borrower must provide a certificate to the Agent within 5 Business Days of the request being made, confirming that it has complied with clause 2.2(a)(2) and giving details of the application of the funds provided.

(c) All Funding Portions drawn by the Borrower for the purposes referred to in clause 2.2(a) will be transmitted by the Agent in United States Dollars to an account at a financial institution nominated by the Borrower.

(d) The Finance Parties have no responsibility in respect of the application of the proceeds of a Funding Portion.

2.3 Cancellation of Undrawn Commitment during the Availability Period

(a) The Borrower may, at any time during the applicable Availability Period cancel all or part of the Undrawn Commitment by giving the Agent at least 5 Business Days prior written notice.

(b) The notice must specify the amount of the cancellation.

(c) A partial cancellation of the Undrawn Commitment may only be made in an amount which is not less than US$200,000 and is an integral multiple of US$100,000.

(d) A notice given under clause 2.3(a), and the cancellation effected by the notice, are irrevocable, unless the Agent otherwise agrees.

(e) The Commitment is reduced by the amount of the Undrawn Commitment cancelled under this clause 2.3.

2.4 Cancellation at end of Availability Period

The Undrawn Commitment is cancelled at 5.00 pm (Sydney time) on the last day of the Availability Period.

3 Conditions Precedent

3.1 First Funding Portion

The Lender is not obliged to provide the Commitment or the first Funding Portion until the Agent has received all of the following in form and of substance satisfactory to the Agent:

(a) **constitution**: a certified copy of the constitution or other constituent documents of the Borrower and each Guarantor;

(b) **Transaction Documents**: an original copy of each of the Transaction Documents, executed, and, where applicable, stamped and in registrable form together with all fully executed documents and other things necessary to carry out registration of them;

(c) **Project Documents**: a certified copy of each of the Project Documents described in paragraphs (a), (b), (c) and (d) of the definition of Project Documents, executed by all parties to them and, where applicable, stamped, each on terms acceptable to the Agent;

(d) **corporate authorisation**: a certified copy of a resolution of the directors or other Authorised Officers of the Borrower and each Guarantor approving the provision of the Facility and the transactions contemplated by the Transaction Documents, authorising execution by the Borrower and each Guarantor of the Transaction Documents to which each is a party, and authorising a person or persons (being Authorised Officers) to sign notices, certificates or other documents in connection with the Transaction Documents on behalf of the Borrower;

(e) **authorised signatories**: a certified copy of the signatures of all Authorised Officers of the Borrower who are authorised to sign notices, certificates or other documents in connection with the Transaction Documents on its behalf;

(f) **certificate regarding Material Adverse Effect**: a certificate stating that since the end of the accounting period for the accounts referred to in clause 3.1(r), no event has occurred (and is continuing) which has, or may have, a Material Adverse Effect;

(g) **Mineral Rights**: evidence that:

(1) the Borrower has good title to the Mining Concession necessary for the development and operation of the Project; and

(2) the Mineral Rights held by the Borrower are valid and in good standing and give the Borrower all material rights required to enable the Borrower to construct, develop and operate the Project in accordance with the Project Implementation Plan;

(h) **Mining Convention**: evidence that:

(1) the Mining Convention remains in full force and effect; and

(2) all other steps have been taken which are required in the DRC for the development and operation of the Project;

(i) **insurance**: evidence of compliance with clause 9.3(j);

(j) **Cashflow Model**: the initial Cashflow Model;

(k) **budgets**: the Corporate Budget and the Budget;

(l) **Equity Funding Amount**: evidence that an amount of not less than the Equity Funding Amount has been expended after 31 January 2002 on Project Costs approved by the Agent and repayments of principal outstanding under the Mobilisation Facility Agreement;

(m) **indicative toll smelting and refining agreement**: evidence that the Borrower has agreed with Mopani the indicative terms of a copper-silver concentrate tolling agreement to produce electro-refined copper cathodes, which terms are satisfactory to the Agent;

(n) **smelter testwork**: the results of the refining testwork by Mopani on high-silver anodes;

(o) **offtake agreement**: evidence that the Borrower can agree with a metal trader the terms of an offtake agreement, which terms are satisfactory to the Agent;

(p) **Project management**: evidence that the Borrower has engaged a Project manager who is satisfactory to the Agent;

(q) **due diligence**: reports in respect of any technical and legal due diligence in respect of the Project to the satisfaction of the Agent;

(r) **accounts**: a certified copy of the Borrower's audited balance sheet and Anvil's audited consolidated balance sheet, as at 30 June 2001, and the Borrower's audited profit and loss statement and Anvil's audited consolidated profit and loss statement, for the period ended 30 June 2001;

(s) **searches and enquiries**: results of searches, enquiries and requisitions concerning: