

I, Pedro Francisco Hartwig Kaechele, holder of Identity Card Number M-265.319, Taxpayer Number 087.350.426-72, with office at Av. Álvares Cabral 593, Suite 1803, City of Belo Horizonte, MG, nominated by the Chamber of Commerce as Public Sworn Translator and Commercial Interpreter for the English Language, under registration number 773, on 28 May 2009, with jurisdiction over the State of Minas Gerais, Brazil, and full faith and credit throughout Brazil, pursuant to applicable law, being a Member of ASTRAJUR, "The Public Sworn Translators' Association of Minas Gerais", do hereby certify that a document written in Portuguese was presented to me in order to be translated into English, which I have done in my official capacity, to wit:



Associação dos
Tradutores
Juramentados
do Estado de
Minas Gerais
ASTRAJUR
TRADUÇÃO COM QUALIDADE

Translation No. 26.126

Book 223

Page 265

PROMISE OF CONVEYANCE AND OTHER AGREEMENTS

"COOMIGASP" - COOPERATIVA DE MINERAÇÃO DOS GARIMPEIROS DE SERRA PELADA, a private legal entity, with seat in the City of Curionópolis, State of Para, No. 120 - Centro - Curionópolis, State of Para, registered at the CNPJ under No. 05.023.221/0001-07, represented in this act by its President, Mr. Gessé Simão de Melo, Brazilian, divorced, mineral prospector, bearer of the Identity Card Nr. 028.129.922.004-1 SSP/MA, CPF No. 177.122.113-53, resident and domiciled at Rua Fortunato Bandeira No. 1270 - Nova Imperatriz - in the City of Imperatriz, State of Maranhão, and by its Commercial Director Mr. Marcos Antonio Rodrigues Prado, Brazilian, married, mineral prospector, bearer of the Identity Card Nr. 236.764.020.03-1 SSP/MA, CPF No. 157.183.872-49, resident and domiciled at Rua Jacarandá No. 81, Centro - Curionópolis, State of Para, hereinafter called "COOMIGASP";

SERRA PELADA - COMPANHIA DE DESENVOLVIMENTO MINERAL, with headquarters in the City of Belo Horizonte, State of Minas Gerais, at Avenida Getúlio Vargas 1420, Sala 1303, Bairro Funcionários, CEP. 30.112-021, CNPJ No. 04.828.209/0001-07, represented in this act by its Director-President Mr. Heleno Costa, Brazilian, married, Geologist, resident and domiciled in the City of Palmas, State of Tocantins, at Quadra 204, Sul, Alameda 10, Casa No. 24, CPF No. 150.260.271-72, Identity Card No. 247.229 SSP/DF and by its Director, Mr. Jairo Oliveira Leite, Brazilian, divorced, Lawyer, resident and domiciled in the City of Curionópolis, State of Para, at Rua do Abacate 563, Serra Pelada, Identity Card No. 6.057 OAB/DF, CPF No. 001.509.321-20, hereinafter called "SPE";

WITH THE INTERVENTION AND AGREEMENT OF:

COLOSSUS GEOLOGIA E PARTICIPAÇÕES LTDA., a private legal entity, registered at the CNPJ under No. 08.040.141/0001-40 with headquarters in the City of Belo Horizonte. State of Minas Gerais at Avenida Getúlio Vargas No. 1420, Sala 1303, Bairro Funcionários, represented in this act by its



administrator Mr. Augusto Kishida, Brazilian, married, Geologist, bearer of the Identity Card Nr. 1,929.783 SSP/RJ, CPF No. 032.278.041-15, hereinafter called "COLOSSUS";



WHEREAS "SPE" is a company in which "COOMIGASP" and "COLOSSUS" are Partners, having as its purposes the development of mining enterprises in the AREA of DNPM Process No. 850.425/1990 [hereinafter called "AREA A"] through a partnership between "COOMIGASP" and "COLOSSUS";

WHEREAS "COOMIGASP" is concluding the negotiations with VALE S.A., [hereinafter called "VALE"] for the execution of a Contract for Evaluation of the AREA and Realization of Mineral Survey Works and Option for the Partial Acquisition of Mineral Rights [hereinafter called "VALE CONTRACT"];

WHEREAS "VALE CONTRACT", if effectively signed, shall contemplate the execution of mineral survey works for a maximum period of 36 [thirty six] months, and minimum investment of US\$ 5,000,000.00 [five million United States dollars] in an AREA of 700 [seven hundred] hectares, that are part of DNPM Process 813.687/1969, and is delimited by the Annex to the "VALE CONTRACT" [hereinafter called "AREA B"];

WHEREAS "VALE", once effectively signing the "VALE CONTRACT", shall grant "COOMIGASP" the option to acquire the mineral rights regarding "AREA B", paying a premium based on the mineral reserve measured, and indicated by the survey to be executed;

WHEREAS "AREA B" is contiguous to "AREA A" and it is the interest of "COOMIGASP" to incorporate "AREA B" into the mining venture, to be developed by "SPE", in order to increase the mining project to be installed by "SPE";

WHEREAS "COOMIGASP" presented before DNPM [Departamento Nacional de Produção Mineral] a petition of "Permissão de Lavra Garimpeira" [permission for mineral prospection] for an AREA of 74 [seventy four] hectares, in accordance with DNPM Process No. 850.424/1990 [hereinafter called the "AREA C"] which, nevertheless, still demands investments for survey in order to evaluate its mining potential;

WHEREAS "AREA C" is contiguous to "AREA A" and "AREA B", and it is also the interest of "COOMIGASP" to incorporate "AREA C" into its mining project to be developed by "SPE", in order to increase the same;

WHEREAS "SPE" has also an interest in the execution of mineral survey in "AREA B" and "AREA C" and to acquire the mineral rights in these areas in order to develop a mining project including "AREA A";

WHEREAS "COLOSSUS" has an interest to contribute with "SPE" to receive the mineral rights from "AREA B" and "AREA C" and,

therefore, is willing to render "SPE" technical assistance for the execution of the surveys and pay-up the funds that are necessary for "SPE" to receive "AREA B" and "AREA C";

THE PARTIES HERETO decide to execute this PROMISE OF CONVEYANCE AND OTHER AGREEMENTS [hereinafter called the "PROMISE"], which shall be ruled by the following clauses and conditions.

CLAUSE ONE - OBJECT

1.1) The following are the objects of this present Promise:

- a) promise of "COOMIGASP" to convey the "VALE CONTRACT" to "SPE" if the deal is effectively concluded;
- b) promise of "COOMIGASP" to convey "AREA C" mineral rights to "SPE";
- c) stipulation of "COLOSSUS" responsibilities to provide "SPE" with all necessary funds, so "SPE" can comply with its obligations derived from the above-mentioned promises, if the "VALE CONTRACT" is effectively executed.

CLAUSE TWO - PROMISE OF CONVEYANCE OF THE "VALE CONTRACT"

- 2.1) Through this present Instrument, "COOMIGASP" promises to convey and transfer to "SPE", in its totality, in an irrevocable and unappealable form, the "VALE CONTRACT", if effectively executed. In this form, "SPE" shall hereby be subrogated, once the "VALE CONTRACT" is concluded, with all rights, prerogatives, duties and obligations that were attributed to "COOMIGASP" in the "VALE CONTRACT".
- 2.2) The Parties hereto declare that they are acquainted with and know about the future conveyance, independently of "VALE's" previous agreement considering that the "VALE CONTRACT" will allow the conveyance, by any of the Parties to the respective associated companies, in accordance with Item 10.1 of the "VALE CONTRACT".
- 2.3) The conveyance will be considered automatically concluded and in full force once the "VALE CONTRACT" is signed by "COOMIGASP" and "VALE", independently of any other condition, except those foreseen in Clause Nine.

CLAUSE THREE - PREMIUM TO BE PAID BY "SPE" TO "COOMIGASP" FOR THE FUTURE CONVEYANCE OF THE "VALE CONTRACT"

- 3.1) For the effective conveyance of the "VALE CONTRACT", relative to the "AREA B", "COOMIGASP" shall receive:
 - (a) A premium represented by the fix amount of R\$ 8,000,000.00 [eight million Brazilian Reais], to be paid by "SPE";

- (b) A premium in the amount of R\$ 300.00 [three hundred Brazilian Reais] for each kilogram of gold, platinum, palladium and other elements of the Platinum group which are produced and traded by "SPE", from "AREA B", to be paid by "SPE";
- (c) 25% [twenty five per cent] of "SPE's" shares which may become subscribed by "COLOSSUS" in accordance with Clause Four.
- 3.2) The above-mentioned premiums shall be paid by "SPE" to "COOMIGASP" after the start of the mineral production in "AREA B".
- 3.3) The premium referred in Sub-Item "b" of Item 3.1, shall be calculated based on the effective production and commercialization of gold, platinum, palladium and other elements of the platinum group [EGP], by "SPE", at each quarter, as informed by "SPE". The value of the premium per kilogram of gold shall be the same independently of all other precious metals produced by "SPE" [gold, platinum, palladium and other elements of the platinum group. This premium shall be paid by "SPE" to "COOMIGASP" every quarter, until the 30th day of the subsequent month of the respective quarter.
- 3.4) None of these values shall be due by "SPE" to "COOMIGASP" if "VALE CONTRACT" is not executed, since the conveyance, now promised, will become unfeasible.

CLAUSE FOUR - FINANCIAL RESOURCES PROVIDED BY "COLOSSUS" TO "SPE" FOR THE PAYMENT OF THE OBLIGATIONS RELATIVE TO THE FUTURE CONVEYANCE OF THE "VALE CONTRACT" AND PAYMENTS TO "COOMIGASP"

- 4.1) "COLOSSUS" commits itself, in an irrevocable and unappealable form, [if the conveyance is executed], to deliver to "SPE" all necessary financial resources to allow:
- a) "SPE" to comply with all obligations foreseen in the "VALE CONTRACT", including the obligations to perform the mineral survey works and to pay "VALE" the costs of acquisition of the mineral rights related to "AREA B";
 - b) "SPE" to make the payments to "COOMIGASP", related to the premiums foreseen in Clause Three.
- 4.2) The financial resources shall be provided through a capital increase of "SPE", with the subscription of shares by "COLOSSUS".
- 4.3) "COLOSSUS" shall transfer to "COOMIGASP", without any additional cost, 25% [twenty five per cent] of the shares subscribed in accordance with Items 4.1 and 4.2, in order to maintain the participation of "COOMIGASP" within "SPE" and as a partial consideration for the transfer of the "VALE CONTRACT", by "COOMIGASP", to "SPE".
- 4.4) "COOMIGASP" and "COLOSSUS" shall establish this obligation to provide financial resources in accordance

with the Shareholders. Alternately "COLOSSUS" and "COOMIGASP" may adjust other forms for the payment of the financial resources to "SPE", since the participation of 25% [twenty five per cent] of "COOMIGASP" is maintained in "SPE", without any additional cost to "COOMIGASP".

- 4.5) The payments now foreseen shall not be made if the "VALE CONTRACT" is not executed, considering that the conveyance now promised shall then become unfeasible.

CLAUSE FIVE - PROMISE OF CONVEYANCE OF MINERAL RIGHTS OF "AREA C"

- 5.1) "COOMIGASP" promises, in an irrevocable and unappealable form to convey and transfer to "SPE" the mineral rights relative to "AREA C".
- 5.2) "COOMIGASP" commits itself:
- (a) to obtain the License "Portaria de Lavra Garimpeira" requested at the DNPM Process No. 850.424/1990;
 - (b) to obtain the change in the Regime of "Portaria de Lavra Garimpeira" within the scope of the DNPM Process No. 850.424/1990, to the regime of Survey Authorization.
- 5.3) The conveyance of the mineral rights relative to "AREA C" shall be made through the signature of "COOMIGASP" and "SPE", and the DNPM - Departamento Nacional de Produção Mineral Docket, of the conveyance contract of the mineral rights relative to the DNPM Process No. 850.424/1990 and an Official Request for a previous agreement and register of the conveyance.
- 5.4) The signature and the docket of the documents mentioned in the previous Item shall be executed within 05 [five] days from the publication of the Survey Permit relative to the DNPM Process No. 850.424/1990.
- 5.5) "COOMIGASP" grants in this act, to "SPE", an irrevocable and unappealable Power-of-Attorney, for the execution before DNPM, of the necessary actions as disposed in this Clause.
- 5.6) The promise of conveyance of the mineral rights relative to "AREA C", foreseen in this Clause, may be annulled by "SPE", exclusively in the hypothesis of non execution of the "VALE CONTRACT", which would frustrate the promise of conveyance of "AREA B", foreseen in the previous Items. The desistence by "SPE" may occur at any time, being sufficient the implementation of the above-mentioned condition.

CLAUSE SIX - AMOUNTS TO BE PAID BY "SPE" TO "COOMIGASP" FOR THE ACQUISITION OF THE MINERAL RIGHTS OF "AREA C"

- 6.1) For the conveyance and transfer of the mineral rights relative to "AREA C", "COOMIGASP" shall receive:

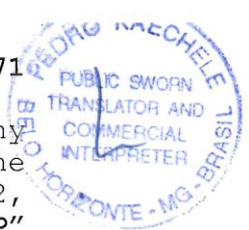
- (a) a premium represented by the fix amount of 4,000,000.00 [four million Brazilian Reais], to be paid by "SPE";
- (b) a premium in the amount of R\$ 1,450.00 [one thousand four hundred and fifty Brazilian Reais] for each kilogram of gold, platinum, palladium and other elements of the platinum group that are produced and commercialized by "SPE" in "AREA B", to be paid by "SPE";
- (c) 25% [twenty five per cent] of "SPE's" shares which shall be subscribed by "COLOSSUS" in accordance with Clause Eight.
- 6.2) The premiums above shall be paid by "SPE" to "COOMIGASP" after the start of the mineral production in "AREA C";
- 6.3) The premium referred in Sub-Item "b" of Item 3.1, shall be calculated based on the real and effective production and commercialization of gold, platinum, palladium or other elements of the Platinum Group [EGP] by "SPE" at each quarter, as informed by "SPE". The value of the premium per kilogram of gold shall be the same independently of all other precious metals produced by "SPE" [gold, platinum, palladium and other elements of the platinum group. This premium shall be paid by "SPE" to "COOMIGASP" every quarter, until the 30th day of the subsequent month of each quarter.
- 6.4) None of the amounts above shall be due, in the hypothesis foreseen in Item 5.6 of the previous clause.

CLAUSE SEVEN - MINERAL SURVEY PROGRAM IN "AREA C"

- 7.1) "SPE" commits itself to execute a mineral survey program to evaluate the deposit and to verify mineral utilization potential of "AREA C", except in the hypothesis foreseen in Item 5.6 of Clause Five.
- 7.2) The survey works shall be technically conducted by "SPE", which shall support the necessary costs.

CLAUSE EIGHT - FINANCIAL RESOURCES PROVIDED BY "COLOSSUS" TO "SPE" FOR THE PAYMENT OF THE OBLIGATIONS RELATIVE TO "AREA C"

- 8.1) "COLOSSUS" commits itself, in an irrevocable and unappealable form [except in the hypothesis foreseen in Item 5.6 of Clause Five], to deliver to "SPE" the necessary financial resources to allow:
- (a) "SPE" to comply with all obligations foreseen in "AREA C", assumed before "COOMIGASP" in this Contract, including the payments foreseen in Clause Six;
- (b) "SPE" to pay all survey expenses foreseen in Clause Seven;
- 8.2) The financial resources shall be provided through a capital increase of "SPE", with the subscription of shares by "COLOSSUS".



- 8.3) "COLOSSUS" shall transfer to "COOMIGASP", without any additional cost, 25% [twenty five per cent] of the shares subscribed in accordance with Items 8.1 and 8.2, in order to maintain the participation of "COOMIGASP" within "SPE" and as a partial consideration for the transfer by "COOMIGASP", of "AREA C", to "SPE".
- 8.4) "COOMIGASP" and "COLOSSUS" shall establish this obligation to provide financial resources in accordance with the Shareholders. Alternately "COLOSSUS" and "COOMIGASP" may adjust other forms for the payment of the financial resources by "COLOSSUS" to "SPE", since the participation of 25% [twenty five per cent] of "COOMIGASP" is maintained within "SPE", without any additional cost to "COOMIGASP".

CLAUSE NINE - EFFICACY OF THIS PRESENT CONTRACT

- 9.1) This Contract shall be good and valid and efficacious through the implementation of the following two conditions:
- a) approval of this present Contract, of the conveyance of the mineral rights of "AREA B" [herein promised] and the conveyance of the mineral rights of "AREA C" by the General Meeting of the members of "COOMIGASP";
 - b) approval by the Board of Directors of "COLOSSUS MINERALS INC.", controlling Partner of "COLOSSUS".

CLAUSE TEN - TERM

- 10.1) This Contract is executed for a undetermined term, and is irrevocable and unappealable [observing, in regard to "AREA B", the hypothesis of non execution of the "VALE CONTRACT", and for "AREA C", the provisions of Item 5.6 of Clause Five], binding the Parties, its successors and assignees.
- 10.2) Considering the investments to be made by "SPE" and also the payments to be made by "SPE" to "COOMIGASP", as well as the conveyance of the "VALE CONTRACT" [herein promised] and the mineral rights of "AREA C" by "COOMIGASP" to "SPE", this Contract is not subject to any revocation, retraction or regret by "COOMIGASP", and the same may never be resolved, cancelled, rescinded or denounced except in case of default by "SPE" or "COLOSSUS", determined in accordance with Clause Eleven, in continuance.
- 10.3) On the other hand, "SPE" may provoke the unilateral and non motivated rescission of this Contract, at any time, through a notice for these purposes, delivered to "COOMIGASP". In this case, no penalty shall be applied to "SPE", and the same shall not be obliged to execute the payments falling due.



- Nevertheless, "SPE" shall lose for the behalf of "COOMIGASP", all investment already executed for surveys and all payments already made.
- 10.4) In the case of an unilateral rescission foreseen in Item 10.3, above, "SPE" shall transfer to "COOMIGASP", in a 06 [six] months term after the notice, all geological data and information obtained with the survey until the moment of the rescission, and "COLOSSUS" shall be also exempt to make any payments of funds to "SPE".
- 10.5) Should "SPE" not comply with the preceding Item 10.4, "SPE" shall suffer a penalty of R\$ 5,750,000.00 [five million, seven hundred thousand Brazilian Reais].

CLAUSE ELEVEN - DEFAULT

- 11.1) In case of default by any of the Parties of this Contract, the aggrieved Party shall notify the other Party to remedy its default within 15 [fifteen] days. Should the default not be remedied in such term, a daily penalty of R\$ 1,000.00 [one thousand Brazilian Reais] shall be applied while the default lasts.
- 11.2) Should the default persist for more than 30 [thirty] days, after the term granted to remedy the default, in accordance with the notice as mentioned in the previous Item, the prejudiced Party may promote the rescission of the Contract, through an arbitration process as foreseen in Clause Thirteen. The contract shall only be considered rescinded by a final and unappealable decision where the contractual default was determined for a longer period than here foreseen. The defaulting Party shall be subject to the payment of losses and damages as well as suffer the penalty applied in accordance with the previous Item.
- 11.3) Independently of the dispositions of the previous Item, considering the nature of this present Contract, the Parties recognize that in case of default of their obligations to execute or celebrate a legal business herein stipulated, the eventual indemnification for losses and damages shall not constitute a sufficient reparation; therefore, without prejudice of the penalties imposed and the indemnification for losses and damages eventually supported, any obligation to execute or to celebrate a legal business established in this present instrument which is not complied with, by one Party, shall be object of a specific execution, through the substitution of the legal business not performed or the order to execute the activity.



CLAUSE TWELVE - GENERAL DISPOSITIONS

- 12.1) "SPE" shall maintain a separate determination of the ore produced, respectively, in "AREA A", "AREA B" and "AREA C". The localization of the respective AREAS "A", "B" and "C" are defined in the annexed map [Annexure 1].
- 12.2) The non performance by one of the Parties, of any right herein foreseen shall not be considered as a renouncement, abandon or novation, but shall constitute a mere act of tolerance. Any amendment to this present Contract shall be valid only if executed in writing and duly signed by the legal representatives of the Parties.
- 12.3) Should any disposition herein contained be considered non enforceable due to a judicial or arbitral decision, the Parties shall then substitute such disposition by another one with an equivalent result, in order to preserve, in the best possible form, the integrity of the mutual agreements herein established.
- 12.4) "COOMIGASP" and "COLOSSUS" shall sign a new Shareholders agreement, which shall contemplate the commitments herein assumed in this instrument.

CLAUSE THIRTEEN - ARBITRATION AND VENUE

- 13.1) Any controversy derived or related to this present Contract, which cannot be solved in an amicably form by the Parties, shall be decided by arbitration, in accordance with the rules of the "Câmara de Arbitragem Empresarial - Brasil" [CAMARB], by three arbiters nominated in accordance with these rules. The arbitration shall be held in the City of Belo Horizonte, State of Minas Gerais.
- 13.2) For the solution of controversies that cannot be solved by arbitration, as well as for the execution of the arbitral sentence, the Parties hereto elect the venue of the Judicature of the City of Belo Horizonte, State of Minas Gerais, with the express renouncement of any other venue, as privileged the same may be.

And having agreed upon, the Parties sign this Contract in three copies, each one of them being considered an original, in the presence of the Witnesses below nominated.

Belo Horizonte, March 17, 2010

[Two illegible signatures]

"COOMIGASP" - COOPERATIVA DE MINERAÇÃO DOS GARIMPEIROS DE SERRA PELADA



By: Gesse Simão de Melo [President]
Marcos Antonio Rodrigues Prado [Commercial Director]

[Two illegible signatures]

SERRA PELADA - COMPANHIA DE DESENVOLVIMENTO MINERAL

By: Heleno Costa [Director President]
Jairo Oliveira Leite [Director]

INTERVENOR AND CONSENTER

[illegible signature]

COLOSSUS GEOLOGIA E PARTICIPAÇÕES LTDA.

By: Augusto Kishida [manager]

Witnesses:

1) [illegible signature]
Name: Lourenço Cristovam Veloso
Identity Card No. CRC/MG 35.975

2) [illegible signature]
Name: Cristina Pletschette
Identity Card No. M-2.512.271 SSP/MG

[SEAL] Notary Public of the 2nd. Notes Office
Notary Public: Mônica de Queiroz Alves
Rua da Bahia 1000 - Centro - Belo Horizonte
Telephone: [31] 3014-4600
e-mail: cartorio@cartoriojaquarae.com.br

I recognize by similarity, the signature[s] of:
Gessee Simão de Melo, Augusto Kishida, Heleno Costa

I vouch.

Belo Horizonte, March 23, 2010 - 12:07:10 Calvet

Emoluments:

R\$ 8.34; PECG: R\$ 0.51; T.F.J: R\$ 2.76 Total: R\$11.61

[illegible signature]

Stamps: Judiciary power of the State of Minas Gerais -
General Justice Corregidor

Control Seals Numbers ATJ 60114; ATJ 60115; ATJ 60116
obliterated by the seal of the Notary Public for Notes of
the Second Notes Office of Belo Horizonte. - Luis Gustavo
Mariano Elias - Sworn Clerk.
[Seal on the reverse of the page]

[SEAL] Notary Public of the 2nd. Notes Office
Notary Public: Mônica de Queiroz Alves
Rua da Bahia 1000 - Centro - Belo Horizonte

Telephone: [31] 3014-4600

e-mail: cartorio@cartoriojaguarao.com.br

I recognize by similarity, the signature[s] of:
Marcos Antonio Rodrigues Prado; Jairo Oliveira Leite

I vouch.

Belo Horizonte, March 29, 2010 - 10:44:07 Pedro

Emoluments:

R\$ 5.56 PEGG: R\$ 0.34; T.F.J: R\$ 1.84; Total: R\$7.74

[illegible signature]

Stamps: Judiciary power of the State of Minas Gerais -
General Justice Corregidor

Control Seals Numbers ATJ 64638; ATJ 64639; obliterated by
the seal of the Notary Public for Notes of the Second Notes
Office of Belo Horizonte. - Mariana Peixoto Brandão - Sworn
Clerk.

ANNEXURE I

MAP OF THE LOCAL OF THE AREAS, OBJECT OF THE PROMISE OF
CONVEYANCE AND OTHER AGREEMENTS EXECUTED BY AND BETWEEN
"COOMIGASP" AND "SPE" WITH INTERVENTION OF "COLOSSUS"

[all pages were duly countersigned]

Translator's Note: I have made all reasonable effort to
assure an accurate translation of the information contained
herein, but assume no responsibility whatsoever or vouch for
the authenticity, veracity, completeness, or correctness of
this document or any information therein contained, nor do I
emit any opinion regarding the information provided herewith.

That is all I found in the here presented Document, which I
translated textually into English on oral request of the
interested party. In witness whereof, I have hereunto set my
hand and affixed my official seal in the City of Belo
Horizonte, Minas Gerais, Brazil, on April 28, 2010

Pedro Francisco Hartwig Kaechele
Public Sworn Translator

Cock/ Colossus - Conveyance COOMIGASP - 04-2010



I, Pedro Francisco Hartwig Kaechele, holder of Identity Card Number M-265.319, Taxpayer Number 087.350.426-72, with office at Av. Álvares Cabral 593, Suite 1803, City of Belo Horizonte, MG, nominated by the Chamber of Commerce as Public Sworn Translator and Commercial Interpreter for the English Language, under registration number 773, on 28 May 2009, with jurisdiction over the State of Minas Gerais, Brazil, and full faith and credit throughout Brazil, pursuant to applicable law, being a Member of ASTRAJUR, "The Public Sworn Translators' Association of Minas Gerais", do hereby certify that a document written in Portuguese was presented to me in order to be translated into English, which I have done in my official capacity, to wit:



Associação dos
Tradutores
Juramentados
do Estado de
Minas Gerais
ASTRAJUR
TRADUÇÃO COM QUALIDADE

Translation No. 26.127

Book 223

Page 276

Power-of-Attorney

Through this present instrument of Power-of-Attorney, "COOMIGASP" - COOPERATIVA DE MINERAÇÃO DOS GARIMPEIROS DE SERRA PELADA, a private legal entity, with seat in the City of Curionópolis, State of Pará, No. 120 - Centro - Curionópolis, State of Pará, registered at the CNPJ under No. 05.023.221/0001-07, represented in this act by its President, Mr. Gessé Simão de Melo, Brazilian, divorced, mineral prospector, bearer of the Identity Card Nr. 028.129.922.004-1 SSP/MA, CPF No. 177.122.113-53, resident and domiciled at Rua Fortunato Bandeira No. 1270 - Nova Imperatriz - Imperatriz, State of Maranhão, and by its Commercial Director Mr. Marcos Antonio Rodrigues Prado, Brazilian, married, mineral prospector, bearer of the Identity Card Nr. 236.764.020.03-1 SSP/MA, CPF No. 157.183.872-49, resident and domiciled at Rua Jacarandá No. 81, Centro - Curionópolis, State of Pará, hereinafter called "COOMIGASP", NOMINATES AND CONSTITUTES AS ITS PROXY, IN AN IRREVOCABLE AND UNAPPEALABLE FORM, - SERRA PELADA - COMPANHIA DE DESENVOLVIMENTO MINERAL, with headquarters in the City of Belo Horizonte, State of Minas Gerais, at Avenida Getúlio Vargas 1420, Sala 1303, Bairro Funcionários, CEP. 30.112-021, CNPJ No. 04.828.209/0001-07;

GRANTING POWERS FOR AND IN ITS BEHALF, TO REPRESENT THE GRANTOR BEFORE THE "DEPARTAMENTO NACIONAL DE PRODUÇÃO MINERAL" in any issues regarding the Process DNPM No. 850.424/1990, the Proxy being authorized to sign and register any documents, petitions, requests, reports, studies, survey plans, sign documents and the conveyance contract, necessary for the transference the mineral rights of the Process DNPM No. 850.424/1990 of the Grantor, as well as to request examination of the files and extract copies of such process, and to execute all acts which may be necessary for the conveyance and for the change of the Regime of Request of Process DNPM No. 850.424/1990, for the survey authorization. Subrogation being allowed.

Belo Horizonte, March 17, 2010



[Two illegible signatures]

"COOMIGASP" - COOPERATIVA DE MINERAÇÃO DOS GARIMPEIROS DE
SERRA PELADA

By: Gesse Simão de Melo [President]

Marcos Antonio Rodrigues Prado [Commercial Director]



[SEAL] Notary Public of the 2nd. Notes Office

Notary Public: Mônica de Queiroz Alves

Rua da Bahia 1000 - Centro - Belo Horizonte

Telephone: [31] 3014-4600

e-mail: cartorio@cartoriojaguarao.com.br

I recognize by similarity, the signature[s] of:

Gesse Simão de Melo

I vouch.

Belo Horizonte, March 24, 2010 - 12:07:23 Pedro

[illegible signature]

Emoluments:

R\$ 2.78; PEGG: R\$ 0.17; T.F.J: R\$ 0.92 Total: R\$ 3.87

Stamp: Judiciary power of the State of Minas Gerais - General
Justice Corregidor

Control Seal Number ATJ 60617; obliterated by the seal of the
Notary Public for Notes of the Second Notes Office of Belo
Horizonte. - Luis Gustavo; Mariano Elias - Sworn Clerks.

[SEAL] Notary Public of the 2nd. Notes Office

Notary Public: Mônica de Queiroz Alves

Rua da Bahia 1000 - Centro - Belo Horizonte

Telephone: [31] 3014-4600

e-mail: cartorio@cartoriojaguarao.com.br

I recognize by similarity, the signature[s] of:

Marcos Antonio Rodrigues Prado

I vouch.

Belo Horizonte, March 29, 2010 - 10:45:18 - Pedro

[illegible signature]

Emoluments:

R\$ 2.78; PEGG: R\$ 0.17; T.F.J: R\$ 0.92 Total: R\$ 3.87

Stamp: Judiciary power of the State of Minas Gerais - General
Justice Corregidor

Control Seals Numbers ATJ 64637; obliterated by the seal of the Notary Public for Notes of the Second Notes Office of Belo Horizonte. -Mariana Peixoto Brandão - Sworn Clerk.

[all pages were duly countersigned]

Translator's Note: I have made all reasonable effort to assure an accurate translation of the information contained herein, but assume no responsibility whatsoever or vouch for the authenticity, veracity, completeness, or correctness of this document or any information therein contained, nor do I emit any opinion regarding the information provided herewith.

That is all I found in the here presented Document, which I translated textually into English on oral request of the interested party. In witness whereof, I have hereunto set my hand and affixed my official seal in the City of Belo Horizonte, Minas Gerais, Brazil, on April 28, 2010.

Pedro Francisco Hartwig Kaechele
Public Sworn Translator
Cook - Colossus - Power of Attorney 04-2010

