Dated **16 April 2014**

ANVIL MINING CONGO SARL

(as the Seller)

and

TRAFIGURA PTE LTD

(as the Buyer)

COPPER CONCENTRATE PREPAYMENT AGREEMENT

THIS AGREEMENT (the "**Prepayment Agreement**") is made as a deed on the 16th day of April 2014

BETWEEN:

(1) **ANVIL MINING CONGO SARL** a company incorporated in the Democratic Republic of Congo (registered number 50620) and having its principal place of business at 28 Avenue Lefoi, Quartier Golf, Lubumbashi Commune, Lubumbashi, Katanga Province, Democratic Republic of Congo (the "**Seller**"); and

(2) **TRAFIGURA PTE LTD**, a company incorporated in Singapore with an office at 10 Collyer Quay, Ocean Financial Centre #29-00, Singapore 049315 (the "**Buyer**"),

(each a "**Party**", and, together, the "**Parties**").

RECITALS:

(A) The Buyer is a company engaged in *inter alia* commodity trading.

(B) The Seller produces (or will produce) the Product.

(C) The Seller wishes to develop the Projects and sell Product to the Buyer and the Seller has requested that the Buyer prepays part of the price of the Product.

(D) The Seller and the Buyer have agreed that: (i) the Seller shall sell and the Buyer shall purchase Product on the terms set out in the Purchase Contract; and (ii) the price of such Product shall be prepaid (in part) on the terms set out in this Prepayment Agreement.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Prepayment Agreement:

"**Account Bank**" means [redacted] at which the Proceeds Account is held.

"**Affiliate**" means, in relation to a party, a person who is, from time to time, a Subsidiary or a holding company of that party, or is a Subsidiary of that party's holding company.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing or registration however described.

"**Availability Period**" means the period commencing on the day of satisfaction of all of the Conditions Precedent (the "**CP Satisfaction Date**") and ending at 23:59 Singapore time on the day falling 365 days after the CP Satisfaction Date (where the CP Satisfaction Date is day zero).

"**BCDC Credit Facility**" means the overdraft and bank guarantee facilities provided to the Seller by Banque Commerciale du Congo.

"**Break Costs**" means the amount (if any) by which:

(a) the interest which the Buyer should have received for the period from the date of receipt of the amount of the Prepayment reimbursed in accordance with this Prepayment Agreement to the last day of the current Funding Period, had that amount been paid on the last day of that Funding Period;

exceeds:

(b) the amount which the Buyer would be able to obtain by placing an amount equal to the amount of the Prepayment reimbursed in accordance with this Prepayment Agreement on deposit with a leading bank in the London interbank market for a period starting on the Business Day following receipt of that reimbursement and ending on the last day of the current Funding Period.

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in London, Perth, Geneva, Lubumbashi, Singapore and New York.

"**Concentrate**" means the Seller's copper concentrate produced at the Mines.

"**Conditions Precedent**" are the conditions precedent reflected in Schedule 1 of this Prepayment Agreement.

"**Contract Payment(s)**" means in relation to a Payment Date, the amount payable by the Buyer to the Seller on that Payment Date under the Purchase Contract, including any amount payable under any provisional invoice or any final invoice.

"**Coverage Ratio**" has the meaning given to that term in Clause 15.18

"**Coverage Test Date**" means each date on which the Seller delivers a Quarterly Production Report to the Buyer.

"**Default**" means a Termination Event or any event or circumstance specified in clause 18 which would (with the expiry of a grace period, the giving of notice, the making of any determination or any combination of them) be a Termination Event.

"**Default Rate**" means in relation to an Unpaid Amount, the rate which is [redacted] per annum higher than the Interest Rate which would have applied if the Unpaid Amount had, during the period of non-payment, constituted the whole or part of the Prepayment.

"**Designated Offtake Security Agreement**" has the meaning defined in clause 15.6(b)(ii)(B)I.

"**Dikulushi Exploitation Permit**" means the exploitation permit covered by the Dikulushi Mining Convention in respect of the Dikulushi Project identified as the Key Mineral Right in Schedule 4 ('Key Mineral Rights').

"**Dikulushi Kapulo Foundation**" means the charitable foundation for the benefit of the local community referred to in the Dikulushi Mining Convention.

"**Dikulushi Mining Convention**" means the mining convention dated 31 January 1998 between the Government of the DRC and Anvil Mining NL.

"**Dikulushi Project**" means the copper project known as the Dikulushi Project located in the DRC.

"Discharge Amount" means, at any time, the amount of the Outstanding Prepayment and any other amounts accrued under the Finance Documents at such time.

"Disposal" includes a disposal, a sale, lease, licence, transfer, loan or other similar transaction.

"Dollars", **"US$"**, **"USD"**, **"United States Dollars"** and **"US Dollars"** means the lawful currency for the time being of the United States of America.

"DRC" means the Democratic Republic of Congo.

"DRC Security Document" means the contrat d'hypotheque portant sur les permis d'exploitation N° 606 Et 1697 dated on or about the date of this Prepayment Agreement between the Seller and the Buyer.

"English Offtake Security Agreement" means the English law governed security agreement dated on or about the date of this Prepayment Agreement between the Seller and the Buyer.

"Environment" means living organisms including the ecological systems of which they form part and the following media: (i) air (including air within natural or man-made structures, whether above or below ground); (ii) water (including territorial, coastal and inland waters, water under or within land and water in drains and sewers); and (iii) land (including land under water) and **"Environmental"** shall be construed accordingly.

"Environmental Law" means all applicable laws and regulations which: (i) have as a purpose or effect the protection of, and/or prevention of harm or damage to, the Environment; (ii) provide remedies or compensation for harm or damage to the Environment; or (iii) relate to Hazardous Substances or health and safety matters.

"Environmental Licence" means any Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of the Seller conducted on or from the properties owned or used by the Seller.

"Excess Amount" means, at any time, the amount (if any) standing to the credit of the Proceeds Account which exceeds the amount of the next Principal Repayment Amount falling due at that time, provided that if the information necessary to determine any Excess Amount is not available at any time, the Buyer shall upon written request of the Seller endeavour to promptly agree with the Seller an estimate of the relevant Excess Amount (and such estimated Excess Amount shall be the Excess Amount for the purpose of clause 5).

"Excluded Tax" means a Tax imposed by any jurisdiction on the net income of the Buyer, but not a Tax:

(a) calculated on or by reference to the gross amount of any payment (without allowance for any deduction) to the Buyer under a Transaction Document or any other document referred to in a Transaction Document; or

(b) imposed as a result of the Buyer being considered a resident of or organised or doing business in that jurisdiction solely as a result of it being a party to a Transaction Document or any transaction contemplated by a Transaction Document.

"Finance Documents" means:

(a) this Prepayment Agreement;

(b) the Share Mortgage;

(c) the DRC Security Document;

(d) the Security Over Proceeds Account;

(e) each Offtake Security Agreement;

(e) the Guarantee;

(g) any other document executed by any Obligor creating a Security in favour of the Buyer; and

(h) any other document designated in writing as a "Finance Document" from time to time by the Buyer and the Seller,

but not, for the avoidance of doubt, the Purchase Contract (which is excluded from this definition).

"**Financial Report**" means in relation to an entity, the following financial statements and information in relation to the entity (or the equivalent financial statements or information in the jurisdiction of the entity), prepared for its financial half year or financial year:

(a) a statement of comprehensive income;

(b) a statement of financial position;

(c) a statement of cash flows; and

(d) a statement of changes in equity; and

(e) notes to the financial statements.

"**Final Maturity Date**" means the earlier of:

(a) 30 September 2016; and

(b) the date on which the Buyer declares any element of the Prepayment and/or any other amount accrued under the Finance Documents to be immediately due and payable under clause 18.

"**Force Majeure Contract**" has the meaning defined in the Purchase Contract.

"**Funding Period**" means in relation to the Prepayment, each period in accordance with clause 8.

"**Government Agency**" means any government or any governmental, semi-governmental, administrative, fiscal, department, commission, authority or agency.

"**Grace Period**" means the period from and including the date of this Prepayment Agreement to 30 March 2015.

"**Guarantee**" means the guarantee dated on or about the date of this Prepayment Agreement given by Mawson West in favour of the Buyer.

"**Hazardous Substance**" means any waste, pollutant, contaminant or other substance (including any liquid, solid, gas, ion, living organism or noise) that may be harmful to human health or other life or the Environment or a nuisance to any person or that may make the use or ownership of any affected land or property more costly.

"**Hedging Agreement**" means each interest rate transaction, foreign exchange transaction, equity or equity index option, bond option, commodity swap, commodity option, commodity forward sale, cap transaction, currency swap transaction, cross-currency swap rate transaction or any other hedge or derivative agreement entered into by the Seller for the purpose of hedging its financial exposure under or in connection with any contract entered for Disposal of an asset in the ordinary course of the Seller's ordinary business, including any master agreement and any transaction or confirmation under it.

"**Indebtedness**" means any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent (but excluding any obligation to pay a declared dividend).

"**Interest Rate**" means three month USD LIBOR plus Margin.

"**Kapulo Exploitation Permit**" means the exploitation permit covered by the Dikulushi Mining Convention in respect of the Kapulo Project identified as the Key Mineral Right in Schedule 4 ('Key Mineral Rights').

"**Kapulo Project**" means the copper project known as the Kapulo Project located in the DRC.

"**Key Mineral Rights**" means each mineral right listed in Schedule 4 ('Key Mineral Rights').

"**LIBOR**" in relation to the Prepayment, shall mean:

(a) the applicable Screen Rate; or

(b) (if no Screen Rate is available for the currency or Funding Period of the Prepayment) the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to the Buyer at its request quoted by the Reference Banks to leading banks in the London interbank market,

as of the Specified Time for the offering of deposits in the currency of the Prepayment and for a period comparable to the Funding Period for the Prepayment. If LIBOR is to be determined by reference to the Reference Banks but a Reference Bank does not supply a quotation by the Specified Time , the applicable LIBOR shall be determined on the basis of the quotations of the remaining Reference Banks.

"**Margin**" means [redacted]

"**Material Adverse Effect**" means a materially adverse effect on any of:

(a) the assets, business, operations or financial condition of the Seller;

(b) the economic or political situation in the DRC that could reasonably be expected to affect any Obligor's ability to perform any of its obligations under any Transaction Document;

(c) the validity or enforceability of the Transaction Documents or the rights of the Buyer under the Transaction Documents; or

(d) the assets, business or operations of any Obligor (including a Project and the Project Assets) or the value of the property subject to a Security.

"**Mawson West**" means Mawson West Limited (ACN 072 595 576).

"**Mawson West Group**" means each Obligor and each Subsidiary of an Obligor.

"**MWI**" means Mawson West Investments Limited (BVI company number 1434986).

"**Mines**" means the Kapulo and Dikulushi copper mines in the DRC.

"**Obligors**" means the Seller, Mawson West and MWI and "**Obligor**" means any of them.

"**Offtake Security Agreement**" means:

(a) the English Offtake Security Agreement; or

(b) a Designated Offtake Security Agreement.

"**Original Financial Statements**" means each of the last three annual audited financial statements of the Mawson West Group.

"**Outstanding Prepayment**" means, at any time, an amount equal to the aggregate principal amount of the Prepayment which has not been paid, reimbursed (whether before it is due or otherwise), repaid or discharged in accordance with this Prepayment Agreement.

"**Payment Date**" means each date on which a payment of any provisional invoice or any final invoice is due from the Buyer to the Seller under the Purchase Contract in respect of the delivery of the Product.

"**Permitted Indebtedness**" means:

(a) any Indebtedness under any agreement entered into in the ordinary course of ordinary business for the acquisition of any asset or service which is on the Seller's or its counterparty's standard terms and conditions and under which payment for the asset or service is deferred;

(b) any Indebtedness incurred or permitted to be incurred under a Transaction Document;

(c) any Indebtedness under any Hedging Agreement;

(d) any Indebtedness arising under or in connection with a security or performance bond in respect of any exploration or exploitation permit of the Seller:

(e) any Indebtedness of the Seller to any member of the Mawson West Group provided that if a Default is continuing, such Indebtedness is subordinated to the Seller's obligations under the Transaction Documents;

(f) any Indebtedness to trade creditors:

(i) in connection with the construction of the Projects; or

(ii) under finance Leases or by way of other accruals in connection with the operation of the Projects;

(g) any Indebtedness up to an aggregate principal amount of US$6,300,000 (plus interest accruing on the principal amount in accordance with the offer letter from BCDC to the Seller dated 6 August 2012) arising under the BCDC Credit Facility; or

(h) any other Indebtedness approved in writing by the Buyer.

"Permitted Payments" means any of the following;

(a) provided no Default has occurred and is continuing, payments of principal, interest and fees by the Seller to Mawson West under a Shareholder Loan Document;

(b) payments to CMCZ Ltd in respect of services provided to the Seller; and

(c) management fees under any management services agreement entered into between the Seller and Mawson West and approved by the Buyer in writing (that approval not to be unreasonably withheld).

"Permitted Security" means any of the following granted by the Seller:

(a) every lien created by operation of law in the ordinary course of business securing an obligation that is not yet due or which is being contested in good faith;

(b) every lien or retention of title arrangement securing the unpaid balance of purchase money for property acquired in the ordinary course of ordinary business under an instalment contract on commercial arm's length terms where that unpaid balance is not yet due;

(c) the general lien granted to the State Treasury of the Government of the DRC under Article 136 of DRC ordinance-law No. 69-009 of 10 February 1969;

(e) any netting or set off arrangement in the ordinary course of ordinary banking arrangements on the relevant banks' standard terms of business for the purpose of netting debit and credit balances;

(f) any security interest arising under the pre-emptive right to acquire shares in the Seller granted to the Government of the DRC under Article 44(c) of the Dikulushi Mining Convention;

(g) any Security over any cash on deposit with Banque Commerciale du Congo required as a rehabilitation financial guarantee by a Government Agency in respect of any exploration or exploitation permit of the Seller;

(h) each Security expressly permitted by a provision of the Transaction Documents;

(i) the interest of the lessor in respect of assets subject to a finance or capital lease to the Seller;

(j) any Security over any cash on deposit with a counterparty under any Hedging Agreement in respect of the payment of margin calls; and

(k) any other Security created with the prior written consent of the Buyer.

"Prepayment" means the prepayment made or to be made by the Buyer to the Seller in accordance with this Prepayment Agreement in an amount not exceeding the Prepayment Limit.

"**Prepayment Date**" means the date on which the Prepayment is made or is due to be made under this Prepayment Agreement.

"**Prepayment Limit**" means US$50,000,000 (fifty million dollars).

"**Prepayment Request**" means a notice in the form set out in Schedule 2 ('Prepayment Request'), completed with relevant information.

"**Principal Repayment Amounts**" means the amounts set out in Schedule 3 ('Principal Repayment Amounts'), and "**Principal Repayment Amount**" means one of those amounts, as the context requires.

"**Proceeds Account**" means a Dollars denominated interest bearing account located in [redacted] with the Account Bank.

"**Project Asset**" means in respect of a Project, all the right, title and interest both present and future of the Seller which is attributable to that Project and includes:

(a) the Key Mineral Rights relating to that Project;

(b) the Product;

(c) Authorisations in relation to that Project; and

(d) the Project Documents and any other material contract, agreement, permit, lease, licence, consent, easement, right of way and other rights or interests in land, which relate to the operation or maintenance of that Project, or to the mining, production, transportation, storage, treatment, processing or marketing of the Product.

"**Project Documents**" means:

(a) each Key Mineral Right;

(b) all instruments and indicia of title to the Key Mineral Rights and all other documentation and agreements under which the Seller derives the right to conduct mining of or exploration for Product on the Key Mineral Rights (including for the avoidance of doubt the Dikulushi Mining Convention);

(c) each Shareholder Loan Document; and

(d) any other document that the Buyer and the Seller agree in writing to be a Project Document.

"**Project**" means the Dikulushi Project and/or the Kapulo Project.

"**Product**" means the Seller's Concentrate sold to the Buyer pursuant to the Purchase Contract.

"**Purchase Contract**" means the sale and purchase agreement dated on or about the date of this Prepayment Agreement in respect of the Product between Buyer and Seller.

"**Purchase Price**" means the price at which the Buyer has agreed to purchase the Product from the Seller pursuant to the Purchase Contract.

"**Qualifying Purchase Contract**" means a contract between the Seller as seller and any person as buyer relating to the sale of any Concentrate on any arms' length written terms as the Seller may, in its absolute discretion, deem fit that is entered into following any termination by the Seller of the Purchase Contract (that termination in accordance with the terms of the Purchase Contract).

"**Quarterly Production Report**" means each report referred to in clause 16.1(a)(ii).

"**Quotation Day**" means, in relation to any period for which an interest rate is to be determined two Business Days before the first day of that period.

"**Regulatory Change**" means the occurrence, after the date of this Prepayment Agreement, of the introduction or commencement of, change in, or change in a Government Agency's interpretation or administration of, any law, regulation, order, treaty or official policy, ruling, directive, guideline or request of any central bank or other Government Agency, having either force of law or with which responsible banks or financial institutions in the applicable jurisdiction would customarily comply in carrying on their business.

"**Reference Banks**" means three internationally active banks active in the London interbank market as may be selected from time to time in its discretion by the Buyer and notified to the Seller.

"**Repayment Date**" means each of 31 March, 30 June, 30 September and 31 December each year, provided that if any such date is not a Business Day, the Repayment Date shall be the first preceding Business Day.

"**Repeating Representations**" means each of the representations in clause 14 excluding only clauses 14.7 and 14.19.

"**Screen Rate**" means in relation to LIBOR, the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant currency and period displayed on the appropriate page of the Reuters' screen. If the agreed page is replaced or service ceases to be available, the Buyer may (after notification) specify another page or service displaying the appropriate rate.

"**Security**" means a mortgage, charge, pledge, lien, security assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect or having the effect of providing a security or preferential treatment to a creditor.

"**Security over Proceeds Account**" means the bank account security agreement dated on or about the date of this Prepayment Agreement granted between the Seller and the Buyer.

"**Share Mortgage**" means the share mortgage dated on or about the date of this Prepayment Agreement given by Mawson West in favour of the Buyer.

"**Shareholder Loan Document**" means each agreement documenting financial accommodation provided, or to be provided, by Mawson West to the Seller.

"**Specified Time**" means 11.00am London (UK) time on the Quotation Day.

"**Subsidiary**" means a subsidiary as defined in section 46 of the Corporations Act 2001 (Commonwealth of Australia).

"**Tax**" means any tax, levy, impost, duty, charge, value added tax or other withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under a Transaction Document.

"**Termination Event**" means any event or circumstance specified in clause 18 other than clause 18.20.

"**Third Party Contract**" means:

(a) any Force Majeure Contract; or

(b) any Qualifying Purchase Contract.

"**Third Party Payment**" means any amount payable by any counterparty to the Seller under any Third Party Contract.

"**Transaction Documents**" means each of the Finance Documents and any other document designated as a Transaction Document by the Buyer and the Seller, which for the avoidance of doubt does not include the Purchase Contract.

"**TSX**" means TMX Group Inc, and where the context requires, the Toronto Stock Exchange operated by the TMX Group Inc.

"**Unpaid Amount**" means any amount due and payable but unpaid by the Seller under the Transaction Documents.

1.2 **Construction**

(a) Any reference to:

(i) "**asset**" includes every kind of property, asset, interest or right (whether present, future or contingent);

(ii) "**claims**" and "**losses**" include:

(A) any claim or demand, including any in the nature of or asserted as a total or partial defence, abatement, set-off or counterclaim;

(B) any legal or administrative action; and

(C) any loss, liability or expense,

including any item which relates to tax and any item the amount or final amount of which remains open or unknown;

(iii) "**company**" includes any partnership, joint venture and unincorporated association;

(iv) "**control**" means in relation to any person, the power of that person to direct or cause the direction of the management or policies of another person;

(v) "**document**" includes a deed, a letter, fax and a telex;

(vi) "**expense**" means any kind of cost, charge or expense (including all reasonable legal costs, charges and expenses) and any applicable value added or other tax;

(vii) "**include**" and "**including**" are to be construed to include the phrase "but not limited to."

(viii) "**liability**" includes every kind of debt or liability (present or future, certain or contingent), whether incurred as principal or surety or otherwise, and where any person is under an obligation to guarantee a liability, or to indemnify or hold another person harmless in respect of it, such obligations shall exist notwithstanding that the relevant liability has not been paid or discharged by the person entitled to or claiming the benefit of the guarantee, indemnity or hold harmless obligation as the case may be;

(ix) a "**Transaction Document**" or a "**Finance Document**" or any other agreement or instrument is a reference to that Transaction Document, Finance Document or other agreement or instrument as amended, novated, re-stated or replaced;

(x) unless otherwise stated, a "clause" or "Schedule" is a reference to a clause or Schedule of this Prepayment Agreement;

(xi) a "**person**" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;

(xii) "**successor**" includes any person who is entitled (by assignment, novation, merger or otherwise) to any other person's rights under the Transaction Documents (or any interest in those rights) or who, as administrator, liquidator or otherwise, is entitled to exercise those rights; and in particular references to a successor include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction or other reorganisation of it or any other person;

(xiii) any party includes its successors in title and permitted transferees;

(xiv) "**Tax**" includes any present or future tax, duty, impost, levy or charge of any kind which is imposed by any state, any political sub-division of a state or any local or municipal authority (including any such imposed in connection with exchange controls), and any connected penalty, interest or fine; and

(xv) a time of day is a reference to Singapore time unless indicated otherwise.

(b) A term used in any other Transaction Document or in any notice given under or in connection with any Transaction Document and not expressly defined therein has the same meaning in that Transaction Document or notice as in this Prepayment Agreement.

(c) A Default or a Termination Event is "**continuing**" if it has not been:

(i) waived in writing; or

(ii) remedied and notification of that remediation is given by the Seller to the Buyer before a notice is given by the Buyer to the Seller under clause 18.20.

2 PREPAYMENT FACILITY

2.1 Period of this Prepayment Agreement

This Prepayment Agreement shall be effective on the date of execution (being the date first written above) and shall remain in effect until such time as all of the obligations of the Parties under this Prepayment Agreement have been irrevocably paid and discharged in full.

2.2 The Facility

Subject to the terms of this Prepayment Agreement, the Buyer agrees to pay the Prepayment as partial payment of the Purchase Price of the Product.

2.3 Purpose

The Prepayment shall be used by the Seller for working capital and general corporate purposes of the Mawson West Group, provided that the amount of the Prepayment shall first be applied in payment to the Buyer of the fees and other sums to which the Buyer is entitled pursuant to clauses 11.2, 20 and 21.

3 CONDITIONS OF PREPAYMENT

3.1 Conditions precedent

(a) The Seller may not deliver any Prepayment Request in respect of a Prepayment, and in any event the Buyer shall not be obliged to make any Prepayment, unless and until the Buyer gives written confirmation to the Seller that the Conditions Precedent have been satisfied (including, where appropriate, by provision of the relevant documentation or evidence), in each case to the satisfaction of the Buyer in its absolute discretion.

(b) Further, the Buyer shall only be obliged to comply with clause 4 in respect of the Prepayment if it is satisfied that on the date of the Prepayment Request and on the proposed Prepayment Date:

(iii) no Default is continuing or would result from the proposed Prepayment; and

(iv) the Repeating Representations are true in all material respects.

4 PREPAYMENT

4.1 Delivery of a Prepayment Request

The Seller may request a Prepayment by delivering to the Buyer a completed Prepayment Request not later than 1200 noon (Singapore time) on the fifth Business Day before the proposed Prepayment Date.

4.2 Completion of the Prepayment Request

(a) The Prepayment Request is irrevocable and shall not be valid unless:

(i) the proposed Prepayment Date is a Business Day within the Availability Period; and

(ii) the amount of the proposed Prepayment does not exceed the Prepayment Limit.

(b) Only one (1) Prepayment may be requested in each Prepayment Request.

(c) The Prepayment shall be denominated in and requested in US Dollars.

(d) The Seller may issue up to ten (10) Prepayment Requests provided that the amount of the Prepayments in aggregate shall not exceed the Prepayment Limit.

(e) All Prepayments shall be denominated and requested in US Dollars.

5 PROCEEDS ACCOUNT

5.1 The Parties shall:

(a) establish and maintain the Proceeds Account in Singapore with the Account Bank ;

(b) maintain the Proceeds Account in the location and with the Account Bank at which it was originally established and not change the Proceeds Account to another bank in the absence of agreement of each Party; and

(c) cause all interest and other earnings on the Proceeds Account to be credited to the Proceeds Account.

5.2 Subject to the terms of this clause 5 and to compliance with the terms of the Security over Proceeds Account, nothing in this clause 5 shall prevent the Seller:

(a) until 1 January 2015, from dealing with any amount standing to the credit of the Proceeds Account at any time;

(b) from (and including) 1 January 2015 and thereafter, from dealing with any Excess Amounts standing to the credit of the Proceeds Account at any time; or

(b) at any time repatriating any amount standing to the credit of the Proceeds Account that is mandatorily required to be repatriated to the DRC pursuant to DRC law, the Dikulushi Mining Convention and its related arrangements, provided that:

(i) no more than [redacted] of each Contract Payment or Third Party Payment may be repatriated pursuant to this sub-clause (b); and

(ii) without limiting the Parties' rights and obligations under sub-clause (i) above, if DRC law, the Dikulushi Mining Convention and its related arrangements requires repatriation of more than [redacted] of each Contract Payment or Third Party Payment, the Parties shall in good faith discuss possible amendments to this sub-clause and associated Security arrangements.

6 PAYMENT AND DISCHARGE

6.1 Subject to the terms of this Prepayment Agreement, the Seller shall discharge the Discharge Amount: (i) by delivering Product to the Buyer in accordance with the terms of the Purchase Contract; and (ii) in accordance with this clause 6.

6.2 The Seller shall not reborrow any part of the Prepayment which has been discharged in accordance with this clause 6 or any other term of this Prepayment Agreement.

6.3 The Buyer shall pay the whole of each Contract Payment due to the Seller into the Proceeds Account.

6.4 The Seller shall ensure that the whole of each Third Party Payment due to the Seller is paid into the Proceeds Account.

6.5 On each Repayment Date, the Buyer shall be paid from the Proceeds Account or from any other bank account of the Seller an amount equal to the aggregate of:

(a) the following which have accrued and which have not been paid to the Buyer before the relevant Repayment Date:

(i) any fees, costs and expenses payable by the Seller under this Prepayment Agreement;

(ii) all Unpaid Amounts;

(iii) interest accrued at the Interest Rate up to the end of any Funding Period that ends on that Repayment Date; and

(b) the Principal Repayment Amount due on the relevant Repayment Date, provided that no payment shall be made under his sub clause (b) during the Grace Period.

6.6 Notwithstanding any other term of this Prepayment Agreement, the Seller shall repay and discharge any element of the Prepayment which has not been paid in accordance with clause 6.5 above or repaid pursuant to clause 9 below and other amounts payable under the Transaction Documents, by no later than the Final Maturity Date.

7 FUNDING CHARGE

7.1 Funding rate

The funding rate for each Prepayment for each Funding Period is the Interest Rate. If LIBOR cannot be determined for US Dollars, on the Buyer's request, the Seller and the Buyer shall enter into good faith negotiations with a view to agreeing a substitute basis for determining the Interest Rate.

7.2 Default Interest

(a) If the Buyer does not receive any amount due to it under a Transaction Document on its due date, interest shall accrue on the Unpaid Amount from the due date up to the date of actual payment (both before and after judgment) at the Default Rate. Any interest accruing under this clause 7 shall be immediately payable by the Seller on demand by the Buyer.

(b) Default interest (if unpaid) arising on an Unpaid Amount pursuant to this clause 7.2 shall be compounded with the Unpaid Amount at the end of each Funding Period applicable to that Unpaid Amount but will remain immediately due and payable.

7.3 Notification of rates

The Buyer shall promptly notify the Seller of the determination of any Interest Rate or other rate of interest under this Prepayment Agreement.

7.4 Increased costs

(a) If the requirements of a Government Agency:

(i) increase the effective cost to the Buyer of performing its obligations under the Transaction Documents or funding or maintaining the Prepayment Limit;

(ii) reduces any amount received or receivable by the Buyer under the Transaction Documents; or

(iii) in any other way reduces the effective return to the Buyer under the Transaction Documents,

(each an **Increased Cost**), the Seller must pay to the Buyer on demand compensation for the Increased Cost to the extent attributed by the Buyer (using the methods it considers reasonably appropriate) to the Buyer's obligations under the Transaction Documents or the funding or maintenance of the Prepayment Limit or the Outstanding Prepayment.

(b) The Buyer is not entitled to make a claim under clause 7.4(a) unless it has provided the Seller with reasonable evidence to substantiate that claim.

(c) If the Seller receives a demand from the Buyer under clause 7.4(a), the Seller may, by written notice to the Buyer on or before the date which is 20 Business Days after the date of that demand, and without payment of penalty or premium (other than any Break Costs), cancel the Prepayment Limit and pay the Discharge Amount in full in accordance with clause 7.4(d).

(d) A notice under clause 7.4(c) is irrevocable and the Seller must, on the date which is 40 Business Days after the date that the notice is given, pay to the Buyer the Discharge Amount in full.

(e) The Seller need not make a payment under clause 7.4(a) to the extent that the Increased Cost is:

(i) compensated for under another clause in this Prepayment Agreement or would have been but for an exception to that clause;

(ii) attributable to the Buyer wilfully failing to comply with any law or regulation; or

(iii) attributable to the implementation of or compliance with the "International Convergence of Capital Measurement and Capital Standard, a Revised Framework" published by the Basel Committee on banking Supervision in June 2004 in the form existing on the date of this agreement (but excluding any amendment arising out of Basel III) (**Basel 2**) or any other law or application which implements Basel 2 (whether such implementation, application or compliance is by a government, regulator or the Buyer).

(f) The Buyer must in consultation with the Seller, take all reasonable steps to mitigate any circumstance which arise and which would result in any amount becoming payable to it under clause 7.4(a). This paragraph does not in any way limit the obligations of the Seller under the Transaction Documents. The Seller indemnifies the Buyer for all costs and expenses reasonably incurred by the Buyer as a result of steps taken by it under this paragraph. The Buyer is not obliged to take any steps under this clause if, in the opinion of the Buyer (acting reasonably), to do so might be prejudicial to it.

8 FUNDING PERIODS

8.1 Funding Periods

(a) Subject to paragraph (b) below, each Funding Period shall be a period of three (3) calendar months (each immediately following the preceding Funding Period).

(b) The first Funding Period for each Prepayment shall start from the Prepayment Date and end on the next Repayment Date and be deemed to be a three (3) month Funding Period solely for the purposes of applying an Interest Rate.

8.2 Non-Business Days

If a Funding Period would otherwise end on a day which is not a Business Day, that Funding Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

9 VOLUNTARY REIMBURSEMENT

9.1 The Seller may reimburse the whole or any part of the Prepayment in cash (but, if in part, being an amount that reduces the amount of the Prepayment by a minimum amount of US$500,000 or an integral multiple of US$500,000) on giving at least ten (10) Business Days' prior written notice to the Buyer and paying any Break Costs notified by the Buyer to the Seller.

9.2 No voluntary reimbursement or any repayment by the Seller shall prejudice or limit or undermine or reduce in any way any of the rights of the Buyer under the Purchase Contract to buy Product nor the obligations of the Seller under the Purchase Contract to sell and deliver Product.

9.3 Any notice of reimbursement shall be irrevocable and shall specify the date or dates upon which the relevant reimbursement is to be made and the amount of that reimbursement.

9.4 The Seller shall not reimburse all or any part of the Prepayment except at the times and in the manner provided for in this Prepayment Agreement.

9.5 Any voluntary reimbursement of the Prepayment shall:

(a) be made under this Prepayment Agreement (subject to Break Costs) without penalty or premium together with accrued interest on the amount of the Prepayment prepaid; and

(b) be applied pari passu against all outstanding Principal Repayment Amounts.

10 MANDATORY REIMBURSEMENT

10.1 Subject to clause 10.2, if the Seller terminates the Purchase Contract or suspends its obligations under the Purchase Contract on the basis that an Event of Default described in clause 26(b)(v) (other material term) of the Purchase Contract is continuing or terminates the Purchase Contract on the basis of a repudiation or breach of condition by the Buyer, the Seller must pay to the Buyer the Discharge Amount on the date falling 180 days from the date the Purchase Contract or delivery was terminated or obligations were suspended.

10.2 For the avoidance of doubt, clause 10.1 above will not apply if the Seller terminates the Purchase Contract or suspends its obligations under the Purchase Contract in accordance with the express terms of the Purchase Contract on the basis that an Event of Default on the part of the Buyer described in any of clauses 26(b)(i), 26(b)(iii) and 26(b)(iv) or clauses 26(b)(vi) to 26(b)(viii) of the Purchase Contract is continuing.

10.3 Any payment under clause 10.1 above shall be made under this Prepayment Agreement (subject to Break Costs) without penalty or premium.

11 OTHER AMOUNTS

11.1 Tax Gross Up and Indemnity

(a) The Seller shall make all payments to be made by it under the Transaction Documents without any Tax Deduction, unless a Tax Deduction (other than Excluded Tax) is required by law. The Seller shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Buyer accordingly. If a Tax Deduction (other than Excluded Tax) is required by law to be made by the Seller, the amount of the payment due from the Seller shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

(b) Without prejudice to paragraph (a) above, if the Buyer is required to make any payment of or on account of Tax (other than Excluded Tax) on or in relation to any sum received or receivable under any Transaction Document (including any sum deemed for purposes of Tax to be received or receivable by the Buyer whether or not actually received or receivable) or if any liability in respect of any such payment is asserted, imposed, levied or assessed against the Buyer, the Seller shall, within three (3) Business Days of demand of the Buyer, promptly indemnify the Buyer against such payment or liability, together with any interest, penalties, costs and expenses payable or incurred in connection therewith.

(c) If the Seller makes an increased payment (a "**Tax Payment**") to the Buyer pursuant to paragraph (a) above and the Buyer determines that a credit against, relief or remission for, or repayment of any Tax (a "**Tax Credit**") is attributable to that Tax Payment and the Buyer has obtained, utilised and retained that Tax Credit then the Buyer shall pay to the Seller such amount as the Buyer determines will leave it (after such payment) in the same after-Tax position as it would have been in had the Tax Payment not been made by the Seller.

11.2 Administration fee

The Seller shall pay an administration fee of an amount equal to [redacted] (being [redacted]f the Prepayment Limit) to the Buyer (the "**Fee**"). The Fee shall be paid by the Seller by way of deduction from the first Prepayment.

11.3 Other indemnities

(a) The Seller shall, within ten (10) Business Days of demand, indemnify the Buyer on demand against any reasonable cost or expense incurred by the Buyer or any of its officers, directors, employees, agents or representatives (as the case may be) as a result of:

(i) the occurrence of any Termination Event;

(ii) any enquiry, investigation, subpoena (or similar order) or litigation with respect to the Seller or with respect to the transactions contemplated or financed under this Prepayment Agreement;

(iii) a failure by the Seller to pay any amount due under a Transaction Document on its due date;

(iv) funding, or making arrangements to fund, a Prepayment requested by the Seller in a Prepayment Request but not made by reason of the operation of any one or more of the provisions of this Prepayment Agreement; or

(v) the Prepayment (or part of the Prepayment) not being reimbursed in accordance with a notice of reimbursement given by the Seller,

except to the extent that the cost or expense incurred is due to the fraud, gross negligence or wilful default of the Buyer any of its officers, directors, employees, agents or representatives.

(b) The Seller shall promptly indemnify the Buyer for any cost or expense reasonably incurred by the Buyer or any of its officers, directors, employees, agents or representatives (as the case may be) as a result of:

(i) investigating any event which it reasonably believes is a Termination Event; or

(ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised,

except to the extent that the cost or expense incurred is due to the fraud, gross negligence or wilful default of the Buyer any of its officers, directors, employees, agents or representatives.

12 INCONSISTENCY

(a) Nothing in the Purchase Contract relieves either the Seller or the Buyer of any of its obligations under this Prepayment Agreement.

(b) Nothing in this Prepayment Agreement relieves either the Seller or the Buyer of any of its obligations under the Purchase Contract.

13 PAYMENT MECHANICS

13.1 Accounts

(a) The Seller shall ensure and procure that each payment due the Buyer under each Transaction Document is made for value on the due date at the time and in readily available funds in the relevant currency in the place of payment.

(b) All payments by a party shall be made to the account designated in writing by the Buyer from time to time.

13.2 Business Days

Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

13.3 Currency of account

(a) Subject to paragraphs (b), (c) and (d) below, the Dollar is the currency of account and payment for any sum due from the Seller under any Finance Document, provided that:

(i) each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred; and

(ii) any amount expressed to be payable in a currency other than Dollars shall be paid in that other currency.

(b) Subject to paragraph (c) below, if a Regulatory Change occurs that makes it materially impractical for the Buyer to maintain the use of the Dollar as the currency of account and payment for any sum due from the Seller under any Finance Document, the Buyer may elect to change the use of the Dollar as the currency of account to another currency and, upon the new currency being determined:

(i) any reference in the Finance Documents to, and any obligations arising under them in Dollars, shall be translated into, or paid in, the new currency; and

(ii) on any payment, any translation from the new currency to Dollars shall be at the average offered rate of exchange quoted by the Reference Banks to the Buyer for the conversion of that currency into Dollars, rounded up or down by the Buyer (acting reasonably).

(c) If the use of the Dollar as the currency of account and payment for any sum due from the Seller under any Finance Document is prohibited by any law or regulation of the DRC, and if a currency or currency unit are at the same time required by a law or regulation of the DRC as the lawful currency of account of those payments, then:

(i) any reference in the Finance Documents to, and any obligations arising under them in Dollars, shall be translated into, or paid in, the currency or currency unit specified under that law or regulation; and

(ii) on any payment, any translation from one currency or currency unit to Dollars shall be at the official rate of exchange recognised by the Government or central bank of the DRC for the conversion of that currency or currency unit into Dollars, rounded up or down by the Buyer (acting reasonably).

(d) If the circumstances described in paragraph (b) or (c) above apply, this Prepayment Agreement will, to the extent the Buyer (acting reasonably and after consultation with the Seller) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the relevant interbank market and otherwise to reflect the change in circumstances and currency.

14 REPRESENTATIONS AND WARRANTIES

14.1 General

The Seller makes the representations and warranties set out in this clause 14 to the Buyer on the date of this Prepayment Agreement and as set out in clause 14.19.

14.2 **Status**

(a) It is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.

(b) It has the power to own its assets and carry on its business as it is being conducted.

14.3 **Binding obligations**

The obligations expressed to be assumed by it in each Transaction Document are, subject to any relevant qualifications expressed in any legal opinion obtained by the Buyer under clause 3.1 legal, valid, binding and enforceable obligations, and it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Transaction Documents and the transactions contemplated by those Transaction Documents.

14.4 **No conflict and compliance**

The execution of the Transaction Documents and performance of the transactions contemplated by the Transaction Documents complies with and does not and will not conflict with:

(a) any law, regulation or licence applicable to it and/or those transactions, including any currency control regulations in place in the DRC;

(b) its constitutional documents; and

(c) any material agreement or instrument binding upon it or any of its assets.

14.5 **Title and right to sell**

Subject only to the Permitted Securities, the Seller holds full and unencumbered legal and beneficial title to all Product and is entitled to sell Product under and in accordance with the terms of the Purchase Contract and to enter and perform this Prepayment Agreement and other Transaction Documents.

14.6 **Validity**

All material Authorisations and Environmental Licences required to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents;

(a) to ensure that the obligations expressed to be assumed by it in the Transaction Documents are legal, valid, binding and enforceable subject to any relevant qualifications expressed in any legal opinion obtained by the Buyer under clause 3.1; and

(b) to make the Transaction Documents admissible in evidence in any relevant jurisdictions (including DRC),

have been obtained or effected (or will be obtained or effected prior to its entry into such documents) and are in full force and effect.

14.7 **Governing law**

Subject to any relevant qualifications expressed in any legal opinion obtained by the Buyer under clause 3.1, the choice of governing law of the Transaction Documents (as applicable in each case) will be recognised and enforced in the relevant jurisdiction of that governing law (including Singapore, the British Virgin Islands and DRC).

14.8 **Tax**

(a) It has duly and punctually paid and discharged all material Tax imposed upon it or its assets within the time period allowed without incurring penalties (save to the extent that (i) payment is being contested in good faith, (ii) it has maintained adequate reserves for those Taxes and (iii) payment can be lawfully withheld).

(b) It is not materially overdue in the filing of any Tax returns.

(c) No claims are being or are reasonably likely to be asserted against it with respect to Taxes which are reasonably likely to be adversely determined and, if adversely determined, would have a Material Adverse Effect .

14.9 **No filing or stamp taxes**

Under the law of its jurisdiction of incorporation it is not necessary that the Transaction Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Transaction Documents or the transactions contemplated by the Transaction Documents other than as referred to in any legal opinion obtained by the Buyer under clause 3.1.

14.10 **Foreign Currency**

Subject to the provisions of clause 13.3, it is legally and beneficially entitled to all foreign currency owed to or held by it and to make payments in foreign currency under the terms of this Prepayment Agreement.

14.11 **Immunity**

Neither it nor any of its assets enjoy under the laws of any jurisdiction in which it or its assets are situated or by which it or its assets are governed, any right of immunity from suit, judgment, set-off, execution on a judgment, attachment or other legal process in respect of any of its obligations under the Transaction Documents to which it is a party.

14.12 **No default**

No Termination Event is continuing or might reasonably be expected to result from the making of any Prepayment and no other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it which would or is reasonably likely to have a Material Adverse Effect.

14.13 **Insurance**

It maintains with reputable insurers such insurance in respect of its assets and business as would normally be maintained by a prudent company carrying on business similar to its business.

14.14 **Pari passu**

Its obligations under the Transaction Documents rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

14.15 **Litigation**

No litigation, arbitration or administrative proceedings (including any environmental claims) before any court, arbitral body or agency have (to the best of its knowledge and belief) been started or threatened against it which, if adversely determined, would or are reasonably likely to constitute or result in a Material Adverse Effect or would result in a judicial or arbitral indebtedness in aggregate in excess of US$5,000,000.

14.16 **No winding-up**

It has not taken any corporate action, nor have any other steps been taken or legal proceedings been started or threatened against it for its winding-up, dissolution, administration or reorganisation or for the appointment by it (or on its behalf) of a receiver, administrator, administrative receiver, trustee or similar officer in relation to itself or all or any of its assets or revenues.

14.17 **Environmental claims**

So far as it is aware, having made all reasonable enquiries, there are no Environmental claims pending or threatened and there are no past or present acts, omissions, events or circumstances that might form the basis of any Environmental claim against it which, in each case, would or is reasonably likely to constitute or result in a Material Adverse Effect.

14.18 **Environmental releases**

No:

(a) property currently or previously owned, leased, occupied or controlled by it (including any offsite waste management or disposal location utilised by it) is contaminated with any Hazardous Substance; and

(b) discharge, release, leaching, migration or escape of any Hazardous Substance into the Environment has occurred or is occurring on, under or from that property,

in each case in circumstances where this would or is reasonably likely to constitute or result in a Material Adverse Effect.

14.19 **Repetition**

The Repeating Representations are made by the Seller on the date of this Prepayment Agreement and repeated on each Prepayment Date and the first day of each Funding Period during the term of this Prepayment Agreement. Each Repeating Representation deemed to be made after the date of this Prepayment Agreement shall, unless otherwise indicated, be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

15 GENERAL UNDERTAKINGS

The undertakings in this clause 15 shall remain in force from the date of this Prepayment Agreement and for so long as any amount is outstanding under the Transaction Documents or any part of the Prepayment Limit is available:

15.1 **Authorisations**

The Seller shall promptly:

(a) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(b) if requested in writing by the Buyer, supply certified copies to the Buyer of,

all permits and Authorisations required under any law or regulation of the DRC to enable it:

(c) to perform its payment and other obligations under the Transaction Documents and to ensure the legality, validity, enforceability or admissibility in evidence in the DRC of any Transaction Document;

(d) and to carry on its business where a failure to do so would or is reasonably likely to constitute or result in a Material Adverse Effect.

15.2 **Compliance with laws and Transaction Documents**

(a) The Seller shall comply in all respects with all laws and regulations to which it may be subject, which if not complied with would or is reasonably likely to constitute or result in a Material Adverse Effect.

(b) The Seller shall comply in all respects with each and any provision of the Transaction Documents to which it is a party.

15.3 **Compliance**

The Seller shall comply in all respects with any agreement or instrument binding upon it or any of its assets, including any currency control regulations existing in the DRC if failure to so comply would have a Material Adverse Effect.

15.4 **Negative Pledge on Security**

The Seller shall not create, agree to create or permit to subsist any Security over:

(a) the Transaction Documents, or any Product to be delivered pursuant to this Prepayment Agreement or the Purchase Contract; or

(b) any of its other assets or undertakings, if that Security would or is reasonably likely to constitute or result in a Material Adverse Effect,

other than Security created by or in favour of the Buyer and Permitted Security.

15.5 **Negative Pledge on Indebtedness**

The Seller shall not create, agree to create or permit to subsist any Indebtedness other than Indebtedness created pursuant to the Transaction Documents and Permitted Indebtedness.

15.6 **Regulation of sale of Product**

(a) Subject to the terms of the Purchase Contract (unless terminated by the Seller in accordance with the terms of the Purchase Contract), the Seller shall not sell, transfer, gift or otherwise transfer or dispose of its interest in any Product, nor use or otherwise dispose of any Product, until the whole of the Product to be sold and delivered to the Buyer under the Purchase Contract has been delivered to the Buyer.

(b) If the Seller enters into a Third Party Contract, the Seller must immediately (and, in any event, within 2 Business Days of agreement of the Third Party Contract) deliver to the Buyer:

(i) a copy of that Third Party Contract; and

(ii) if the Third Party Contract:

(A) is governed by the laws of England, an executed notice in the form of part 1 of schedule 1 to the English Offtake Security Agreement together with the relevant counterparty's signed acknowledgement in the form of part 2 of schedule 1 to the English Offtake Security Agreement; or

(B) is governed by the laws of a jurisdiction other than the laws of England:

I. a duly executed security document governed by the laws of that other jurisdiction in respect of that Third Party Contract, in form and substance acceptable to the Buyer, acting reasonably (a "**Designated Offtake Security Agreement**"); and

II. an executed notice delivered pursuant to the Designated Offtake Security Agreement (in form and substance acceptable to the Buyer, acting reasonably) together with that counterparty's signed acknowledgement of that notice (in form and substance acceptable to the Buyer, acting reasonably).

(c) Subject to any mandatory requirement under the laws of the jurisdiction which is expressed to govern any Designated Offtake Security Agreement, the Seller shall ensure and procure that each Designated Offtake Security Agreement:

(i) grants a first ranking Security over the rights of the Seller under the relevant Third Party Contract;

(ii) gives effect to equivalent contractual and enforcement principles as are set out in the English Offtake Security Agreement; and

(iii) does not require any variation to any term of the relevant Third Party Contract (whether in form or in substance) or otherwise affect any legal or contractual right of set-off of the Seller against the relevant counterparty.

(d) The Seller shall ensure and procure that there is no set-off against, or deduction from, any Third Party Payment, save only that sums which are due and payable by the Seller to the relevant Third Party Contract counterparty pursuant to the express terms of that Third Party Contract may be set-off against or deducted from the Third Party Payment.

(e) Promptly upon any request from the Buyer, the Seller must provide a third party auditor appointed by the Buyer (who must be either Deloitte, PriceWaterhouse Coopers, KPMG or Ernst & Young and not an auditor of any Party) with access to any delivery point owned or controlled by the Seller to take reasonable steps to verify any information provided by the Seller under this Prepayment Agreement in respect of any transaction concluded under any Third Party Contract.

(f) If a Third Party Contract is amended, that amendment must be in writing and the Seller must immediately provide the Buyer with a copy of it.

15.7 **Environmental undertakings**

The Seller shall:

(a) comply with all Environmental Laws to which it may be subject; and

(b) obtain at the time required, and comply in all respects with, all Environmental Licences required in connection with the development and operation of the Projects,

where, in either case, failure to do so would or is reasonably likely to constitute or result in a Material Adverse Effect.

15.8 **Environmental claims**

The Seller shall promptly notify the Buyer of any claim, proceeding, investigation, notice or other communication received by it in respect of any actual or alleged breach of or liability under Environmental Law which, if adversely determined, would or is reasonably likely to constitute or result in a Material Adverse Effect.

15.9 **Insurance**

(a) The Seller shall maintain with reputable insurers such insurance in respect of its assets and business as are normally required by all applicable laws and as would otherwise normally be maintained by a prudent company carrying on business similar to its business.

(b) On request from the Buyer, the Seller shall provide evidence to Buyer that the Policy has been renewed, is in full force and effect.

15.10 **Taxation**

The Seller shall pay and discharge all Tax (other than Excluded Tax) imposed upon it or its assets within the time period allowed without incurring penalties unless and only to the extent that:

(a) such payment is being contested in good faith;

(b) adequate reserves are being maintained for those Tax and the costs required to contest them which have been disclosed in its latest financial statements delivered to the Buyer; and

(c) such payment can be lawfully withheld.

15.11 **Merger**

The Seller shall not enter into any amalgamation, demerger, merger or corporate reconstruction, without the consent of the Buyer which shall not be unreasonably withheld.

15.12 **Change of business**

The Seller shall not make any substantial change to the general nature of its business from that carried on at the date of this Prepayment Agreement.

15.13 **Assets**

(a) The Seller shall maintain in good working order and condition (ordinary wear and tear excepted) all of its assets necessary or desirable in the conduct of its business.

(b) Without the prior written consent of the Buyer, the Seller shall not make any disposal, including without limitation, a sale, lease, licence, transfer, loan or other similar transaction, of any asset, undertaking or business (whether by a single transaction or series of transactions), other than:

(i) a Disposal of an asset which:

(A) has a value which is less than [redacted] and

(B) is sold in the ordinary course of ordinary business and at market value,

(ii) where the aggregate value of the asset and all other assets sold by the Seller in the preceding 12 month period is less than [redacted]

(iii) any Disposal on normal commercial terms of obsolete assets or assets that are surplus or otherwise no longer required for the purpose of the Seller's business or operations; or

(iv) sale of Product on arm's length terms,

provided that nothing in this clause 15.13 shall limit or otherwise affect the Seller's obligations under the Purchase Contract.

15.14 **Visitation right**

(a) The Seller shall allow the Buyer and its professional advisers, insurance providers, auditors, accountants and contractors of the Buyer free access at all reasonable times, on reasonable notice, with reasonable frequency and to the premises, assets, books, accounts and records of the Seller.

(b) When exercising the right of access to a Mine, the Buyer and its professional advisers, insurance providers, auditors, accountants and contractors of the Buyer as the case may be, must comply with all reasonable safety requirements and site rules relating to the Mine and will not interfere with Mine operations.

(c) The Buyer will ensure that its professional advisers, insurance providers, auditors, accountants and contractors of the Buyer as the case may be attend site induction training as reasonably required by the Seller upon accessing any Mine.

15.15 **Pari Passu Ranking**

The Security granted pursuant to or in connection with the Transaction Documents has or will have first ranking priority and it is not subject to any prior ranking or pari passu ranking Security.

15.16 **Further assurance**

(a) The Seller shall immediately at its own cost take all such action (including without limitation, making all filings and registrations (including the registration of this Prepayment Agreement) and paying any stamp duty (including the payment of any stamp duty on this Prepayment Agreement)) as may be necessary to ensure the legality, validity, enforceability or admissibility in evidence in the DRC of any Transaction Document.

(b) The Seller will not be in breach of its obligations under this clause 15.16 if the Buyer fails to take any action which can only be taken by the Buyer to enable compliance with the obligations in paragraph (a).

15.17 **Restricted Payments**

The Seller shall not pay, repay or prepay any principal, interest or other amount on or in respect of, or redeem, purchase or cancel any Indebtedness owed actually or contingently, to any Affiliate of the Seller or reduce, return, purchase, repay, cancel or redeem any of its share capital except for Permitted Payments.

15.18 **Coverage Ratio**

(a) The Buyer shall calculate the Coverage Ratio on each Coverage Test Date.

(b) If on any Coverage Test Date the Coverage Ratio is less than 1.5:1, the Buyer shall notify the Seller in writing of this and specify the relevant Cover Ratio that was calculated.

(c) Following any notification from the Buyer under paragraph (b) above, the Seller may within 10 Business Days of that notification (the "**Cure Period**") prepay any part of the Outstanding Prepayment which shall be applied in reduction of the next scheduled Principal Repayment Amount due.

(d) Immediately following any prepayment under paragraph (c) above, the Buyer will recalculate the Coverage Ratio with a denominator based on the reduced next schedule Principal Repayment Amount.

(e) On the earlier of:

(i) the day after the last day of the Cure Period; and

(ii) the date the Buyer recalculates the Coverage Ratio under paragraph (d) above:

(A) subject to subparagraph (B) below, if the Coverage Ratio is less than 1.5:1, a Review Event will occur; and

(B) if the Coverage Ratio is less than 1.2:1, a Termination Event will occur.

(f) For the purposes of this clause 15.18 "**Coverage Ratio**" means the ratio of:

(i) the estimated aggregate value of all revenue projected to be received by the Seller in its most recent Quarterly Production Report for the period from the relevant Coverage Test Date up to the next Repayment Date and the aggregate cash at bank of each member of the Mawson West Group; to

(ii) the next scheduled Principal Repayment Amount.

16 INFORMATION UNDERTAKINGS

16.1 For so long as any amount is outstanding under the Transaction Documents or any part of the Prepayment Limit is available and subject always to any mandatory disclosure limitations imposed by the TSX or any other applicable legal or regulatory authority:

(a) ***Financial Statements***

The Seller shall supply to the Buyer, in English:

(i) as soon as they become available, but in any event within one hundred and twenty (120) calendar days after the end of each financial year, the annual audited Financial Report for the Mawson West Group for that financial year drawn up in accordance with generally accepted accounting principles in Australia;

(ii) as soon as the same becomes available but in any event within 21 days after each Repayment Date commencing after the expiry of the Grace Period, its quarterly report on actual and projected revenue and production volumes of Product, on a quarterly historical and quarterly projected basis, ('Quarterly Production Report') together with, if requested by the Buyer, a summary bank statement showing the balance of each bank account held by each member of the Mawson West Group (including the Proceeds Account);

(iii) any other information which the Buyer may reasonably request from time to time in relation to the Seller and the Seller's production of Product (including without limitation, any information relating to the operations, general economics or capital expenditure program of the Seller).

(b) ***Information: miscellaneous***

The Seller shall supply to the Buyer:

(i) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against it and which, if adversely determined, would or are reasonably likely to constitute or result in a Material Adverse Effect; and

(ii) promptly, such further information regarding its financial condition, business and operations or the delivery of Product under this Prepayment Agreement as the Buyer may reasonably request.

(c) ***Notification of default***

The Seller shall:

(i) notify the Buyer of any Default, material failure or force majeure under any Transaction Document (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence;

(ii) promptly upon a request by the Buyer, supply to the Buyer a certificate signed by two of its directors or senior officers on its behalf certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it); and

(iii) notify the Buyer of any events with a potential Material Adverse Effect (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.

16.2 Payment of shortfall

If at any time Buyer determines that there is a shortfall in the repayment by Seller of any Outstanding Prepayment or other liabilities under any Transaction Document, Seller shall forthwith at the request of Buyer transfer by telegraphic transfer to an account designated by Buyer an amount equal to that shortfall.

17 ILLEGALITY

17.1 If it becomes unlawful in any jurisdiction for the Buyer to perform any of its obligations as contemplated under the Finance Documents:

(a) the Buyer shall promptly notify the Seller upon becoming aware of that event;

(b) upon the Buyer notifying the Seller, the Prepayment (or such part of the Prepayment Limit as the Buyer may specify) will be immediately cancelled; and

(c) the Seller shall pay the Prepayment (or such part as the Buyer may specify) in cash upon demand by the Buyer twenty (20) Business Days after the date on which the Buyer gives the notice or any earlier date required by, or to comply with, the applicable law.

18 TERMINATION EVENTS

Each of the events or circumstances set out in this clause 18 is a Termination Event (save for clause 18.20).

18.1 Non-payment

The Buyer is not paid on the due date any amount payable pursuant to a Transaction Document at the place at and in the currency in which it is expressed to be payable unless:

(a) its failure to pay is caused by an administrative or technical error; and

(b) payment is made within 2 Business Days of its due date.

18.2 Change of Business

The Seller is in breach of clause 15.12.

18.3 Third Party Contracts

The Seller is in breach of clauses 6.4 or 15.6(b), (c), (d) or (f).

18.4 **Other obligations**

The Seller does not comply with any provision of the Transaction Documents and such failure (if capable of remedy is not remedied within 14 days (or any longer period as the Parties may agree) after the Seller becomes aware of that failure or receives a notice from the Buyer specifying the failure (whichever occurs earlier).

18.5 **Misrepresentation**

Any representation or statement made or deemed to be made by the Seller in the Transaction Documents or any other document delivered by or on behalf of the Seller under or in connection with any Transaction Document is or proves to have been incorrect or misleading in any respect when made or deemed to be made and the circumstances giving rise to the breach are not remedied within 14 days or any longer period the Parties may agree after the Seller becomes aware of the relevant circumstances or receives a notice from the Buyer specifying those circumstances (whichever occurs earlier).

18.6 **Expropriation**

At any time:

(a) the authority of the Seller in the conduct of the whole or any part of its businesses and/or operations is impaired or curtailed;

(b) any of the revenues or assets of the Seller are seized, nationalised, expropriated or compulsorily acquired; or

(c) the Seller is otherwise deprived or prevented from exercising ownership or control of its business, assets or rights,

which wholly or partially prevents or hinders the performance by the Seller of any of its material obligations under a Transaction Document.

18.7 **Foreign exchange restrictions**

Subject to clauses 13.3 and 17, any foreign exchange law is enacted or threatened to be enacted by or in the DRC that in the opinion of the Buyer has, or may reasonably be expected to have, the effect of prohibiting, restricting or delaying any payment that the Seller is required to make under the Transaction Documents.

18.8 **Restraining Orders**

Any order or declaration is made or judgment is given by any court or authority, the effect of which is to restrain the performance or observance by the Seller of any of the terms of any of the Transaction Documents and is not set aside, stayed pending appeal or satisfied within 15 Business Days.

18.9 **Cross default**

(a) An Event of Default (as defined in that agreement) on the part of the Seller is continuing under and in accordance with the Purchase Contract.

(b) Any Indebtedness of the Seller in an amount in excess of [redacted] is not paid when due nor within any originally applicable grace period.

(c) Any Indebtedness of the Seller in an amount in excess of [redacted] declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).

(d) [redacted]ent for any Indebtedness of the Seller in an amount in excess of [redacted] is cancelled or suspended by a creditor of the Seller as a result of an event of default (however described).

(e) Any creditor of the Seller b[redacted]o declare any Indebtedness of the Seller in an amount in excess of [redacted] due and payable prior to its specified maturity as a result of an event of default (however described).

18.10 Insolvency

(a) The Seller is unable or admits inability to pay its debts as they fall due or is deemed to or declared to be unable to pay its debts under applicable law, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its Indebtedness.

(b) A moratorium is declared in respect of any Indebtedness of the Seller.

18.11 Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

(a) enforcement of any Security over any assets of the Seller, or any analogous procedure or step is taken in any jurisdiction; or

(b) the suspension of payments, a moratorium of any Indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Seller; or

(c) a composition, assignment or arrangement with any creditor of the Seller which is for more than 90 days; or

(d) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Seller or any of its assets.

18.12 Creditors' process

Any expropriation, attachment, sequestration, distress or execution in an amount exceeding US$10,000,000 affects any asset or assets of the Seller is not discharged within 14 days.

18.13 Invalidity

Any obligation of the Seller under any Transaction Document is not or ceases to be legal, valid and binding or enforceable (subject to any relevant qualifications expressed in any legal opinion obtained by the Buyer under clause 3.1) and the cessation individually or cumulatively materially and adversely affects the interests of the Buyer under any Transaction Document.

18.14 **Repudiation**

The Seller repudiates or purports to repudiate or rescind a Transaction Document or evidences an intention to repudiate or rescind a Transaction Document.

18.15 **Material adverse change**

Any event or series of events occurs, which, in the reasonable opinion of the Buyer, would or is (or are) reasonably likely to constitute or result in a Material Adverse Effect and the Seller fails to provide evidence satisfactory to the Buyer within fourteen (14) days of the date of the Buyer notifying the Seller of such event or series of events that the same will not in fact have a Material Adverse Effect.

18.16 **Transaction Documents**

Any Transaction Document is terminated, suspended or otherwise ceases to be valid and in full force and effect.

18.17 **Environmental Laws and licences**

The Seller does not:

(a) comply with any Environmental Laws to which it is subject; or

(b) maintain, and comply with the terms of, all Environmental Licences required in connection with its business,

to the extent that this would or is reasonably likely to constitute or result in a Material Adverse Effect.

18.18 **Litigation**

Any court of law or arbitral tribunal awards as final judgement damages or fines or both against the Seller an aggregate amount which is in excess of US$10,000,000 and is not set aside, stayed pending appeal or satisfied within 10 Business Days (or, in the case of a judgment in the DRC, 15 Business Days) or any later date under the terms of the judgment which it is required to be paid.

18.19 **Coverage Ratio**

Clause 15.18(e)(ii)(B) applies.

18.20 **Acceleration**

At any time after a Termination Event occurs and while it is continuing, the Buyer may in its absolute discretion, by written notice to the Seller, do all or any of the following:

(a) cancel the Prepayment;

(b) declare all or part of the Discharge Amount to be immediately due and payable; and

(c) declare all or part of the Discharge Amount to be payable on demand.

19 REVIEW EVENT

19.1 It is a Review Event if:

(a) any person or group of persons (other than those who own and control the Seller as at the date of this Prepayment Agreement) acting in concert gains ownership or control of Seller (other than with the prior written consent of the Buyer); or

(b) clause 15.18(e)(ii)(A) applies.

19.2 The Seller must notify the Buyer as soon as it becomes aware of the occurrence of a Review Event.

19.3 If a Review Event occurs and is continuing, the Buyer will have the right to consult with the Seller and review the impact of the Review Event for a period of 30 days after the date on which it becomes aware of the relevant Review Event (**"Review Period"**).

19.4 If at the end of the Review Period the Buyer, acting reasonably, determines that the Review Event is unacceptable, the Buyer may give notice to the Seller (**"Review Notice"**). A Review Notice may be given at any time while the Review Event is continuing, before 5:00pm on the day which is 5 Business Days after the end of the relevant Review Period.

19.5 Upon delivery of the Review Notice:

(a) the Outstanding Prepayment becomes due and payable; and

(b) the Prepayment is cancelled,

on the date (**"Early Repayment Date"**) that occurs 30 days (or any longer period that the Buyer agrees in writing) after the date the Review Notice is given, in which case the Prepayment is cancelled and the Outstanding Prepayment together with all amounts outstanding under this Prepayment Agreement is immediately due and payable on the Early Repayment Date.

19.6 This clause 19 does not affect the Buyer's rights under clause 18 (including during any Review Period) if a Termination Event occurs after, or as a result of, the occurrence of a Review Event or arises out of the same event or circumstance resulting in the Review Event.

20 COSTS AND EXPENSES

The Seller shall reimburse the Buyer on demand for all reasonable costs and expenses (including legal fees and all value added and similar taxes) incurred by the Buyer in connection with the enforcement or preservation of rights under, the Transaction Documents and any related documents.

21 STAMP DUTY AND REGISTRATION FEES

The Seller shall pay all stamp duty, registration fees and similar taxes or charges which may be payable in any jurisdiction in connection with the execution, delivery, performance or enforcement of the Transaction Documents or any judgment given in connection with any of them and shall indemnify the Buyer against all liabilities, including penalties, with respect to or resulting from its delay or omission to pay any such stamp, registration or similar tax or charge provided however that the Seller need not pay any fine or penalty to the extent that it has placed the Buyer in sufficient cleared funds for the Buyer to be able to pay the stamp duty, registration or similar Taxes as the case may be, by the due date, and the Buyer has agreed in writing to pay such sum.

22 TRANSFER

(a) Neither Party shall assign any of its rights and/or transfer any of its obligations under Finance Documents without the prior written consent of the other Party.

(b) The Seller will not unreasonably withhold or delay its consent to any assignment or transfer to a bank or financial institution that is regularly engaged in providing commodity trade finance.

(c) The Seller is under no obligation to give its consent to any assignment or transfer to any person if, as a result, an Obligor would be obliged to make a payment to the assignee or transferee under clause 7.4(a) or clause 11.1 or, in any event, there is any other adverse financial consequence for any Obligor that would arise as a result of that assignment or transfer.

23 COMMUNICATIONS

23.1 All communications to be made under this Prepayment Agreement shall be in writing and in English language and be served at the address, fax number or email address set out below (or such other address, fax or email address as either Party may notify the other in writing):

To the Buyer

TRAFIGURA PTE LTD

10 Collyer Quay, Ocean Financial Centre #29-00, Singapore 049315

Attn: Structured Trade Finance

Email: [redacted]

Email: [redacted]

To the Seller

28 Avenue Lefoi, Quartier Golf, Lubumbashi Commune, Lubumbashi, Katanga Province, Democratic Republic of Congo

Attention Mark Di Silvio

Email mdisilvio@mawsonwest.com.au

22.2 Communications to the Seller shall be deemed to have been given:

(a) if posted, on the second Business Day following the day on which it has been sent by prepaid post;

(b) if sent by fax, on the Business Day on which it is transmitted unless transmitted after 5.00 pm (local time), in which case at 10 am on the following Business Day;

(c) if delivered by electronic mail, on the Business Day on which it is transmitted unless transmitted after 5.00 pm (local time), in which case at 10 am on the following Business Day; and

(d) if delivered personally or by courier, at the time of actual delivery.

Communications to the Buyer shall be effective only upon actual delivery.

24 AMENDMENTS, CONSENTS AND APPROVALS

22.1 This Prepayment Agreement may not be amended except in writing executed by each of the parties.

22.2 Any other consent, notice or approval from the Buyer to the Seller under this Prepayment Agreement must be obtained in writing and shall be of no effect if it is not in writing.

25 SET-OFF

The Seller shall have no rights of set-off against the Buyer.

26 SEVERABILITY

26.1 Any provision of this Prepayment Agreement which is unenforceable in any jurisdiction shall, in that jurisdiction, be ineffective to the extent of the unenforceability without affecting the validity or enforceability of that provision in any other jurisdiction or affecting any other provision of this Prepayment Agreement.

27 COUNTERPARTS

This Prepayment Agreement may be executed in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

28 CONTINUING OBLIGATIONS

Each obligation in this Prepayment Agreement is a continuing obligation, separate and independent from each other obligation.

29 ENTIRE AGREEMENT AND CONFIDENTIALITY

29.1 This Prepayment Agreement constitutes the entire agreement between the parties about its subject matter and any previous arrangements, understandings and negotiations on that subject cease to have any effect. Each Party acknowledges that in entering into this Prepayment Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, assurance or warranty of any person other than as expressly set out in this Prepayment Agreement. Nothing in this clause operates to limit or exclude any liability for fraud.

29.2 A Party must not disclose to any person:

(a) any Transaction Document; or

(b) any information about any Obligor or the Buyer;

(c) except, and to the extent required:

(i) in connection with a permitted assignment or novation, where the disclosure is made on the basis that the recipient of the information will comply with this clause 29.2 in the same way that the Party is required to do;

(ii) to any professional or other adviser consulted by it in relation to any of its rights or obligations under the Transaction Documents;

(iii) to a country's central bank, a country's taxation office or any Government Agency requiring disclosure of the information;

(iv) in connection with the enforcement of its rights under the Transaction Documents;

(v) where the information is already in the public domain, or where the disclosure would not otherwise breach any duty of confidentiality;

(vi) if required by law or the rules of any securities exchange, including the TSX; or

(vii) otherwise with the prior written consent of the relevant Obligor or the Buyer as applicable (that consent not to be unreasonably withheld).

30 FURTHER ASSURANCE

The Seller shall take any further action and execute any further documents at its own expense as the Buyer may reasonably request to give effect to this Prepayment Agreement and the transactions contemplated by it.

31 NO RIGHTS OF THIRD PARTIES

No person other than a party to this Prepayment Agreement may enforce this Prepayment Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.

32 REMEDY AND WAIVER

No failure to exercise, nor any delay in exercising, on the part of the Buyer, any right or remedy under this Prepayment Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Prepayment Agreement are cumulative and not exclusive of any rights or remedies provided by law.

33 GOVERNING LAW AND JURISDICTION

This Prepayment Agreement (and any non-contractual obligations arising under or in connection with this Prepayment Agreement) shall be governed by and construed in accordance with the laws of England, without regard to principles of choice of law.

The High Courts of Justice in London, England (the "**Courts**") have exclusive jurisdiction to settle any dispute arising out of or in connection with this Prepayment Agreement (including a dispute relating to the existence, validity or termination of this Prepayment Agreement or any non-contractual obligation arising out of or in connection with this Prepayment Agreement) (a "**Dispute**").

The Parties agree that the Courts are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

A judgment relating to this contract which is given or would be enforced by a court shall be conclusive and binding on the parties and may be enforced without review in any other jurisdiction.

Each Party must irrevocably appoint a person incorporated within England and Wales ("**Process Agent**") to receive service of process of any legal proceedings in England for and on their behalf and deliver to the other party a copy of the acceptance of the appointment by Process Agent on the date of this Prepayment Agreement.

Service of process shall be deemed completed on delivery to the Process Agent. If a Process Agent ceases to be able to act as such for a Party or no longer has an address in England, the relevant party shall appoint a substitute Process Agent acceptable to the other party and deliver to the other party a copy of the acceptance of the appointment by the new process agent within ten (10) calendar days. If a Party fails to appoint such a substitute Process Agent then the other Party shall be entitled to appoint a Process Agent on the other Party's behalf and expense and the Party shall notify the party which failed to appoint of any such appointment. This clause shall not affect the right of the Parties to serve process in any other manner permitted by law.

This Prepayment Agreement has been executed as a deed and delivered on the date first written above.

SCHEDULE 1

CONDITIONS PRECEDENT

1. AUTHORISATIONS AND APPROVALS

(a) A certified copy of the constitutional documents of the Seller.

(b) A certified copy or copies of a resolution of the board of directors (and/or any other relevant governing body including a committee or sub-committee of the board of directors) of the Seller approving (i) the terms of, and the transactions contemplated by, the Transaction Documents to which it is a party and resolving that it execute, deliver and perform the Transaction Documents to which it is a party, and (ii) authorising a specified person or persons to execute the Transaction Documents to which it is a party and to sign and despatch any other documents in connection with the Transaction Documents on its behalf.

(c) A specimen of the signature of each person authorised by the authorisation document referred to in paragraph (b) above.

(d) A certificate of an authorised signatory of the Seller certifying that each copy document relating to it specified in this Schedule 1 is correct, complete and in full force and effect as at a date no earlier than the date of this Prepayment Agreement.

2. DOCUMENTS AND EVIDENCE

(a) A copy of the duly executed Prepayment Agreement.

(b) A copy of the duly executed Purchase Contract.

(c) A copy of the duly executed Guarantee.

(d) A copy of the duly executed English Offtake Security Agreement.

(e) A copy of the duly executed DRC Security Document.

(f) A copy of the duly executed Share Mortgage.

(g) A copy of the duly executed Security Over Proceeds Account.

(h) Evidence satisfactory to each party that the other party's Process Agent has accepted its appointment in accordance with clause 33.

(i) The Original Financial Statements.

(j) A copy of any Authorisation or other document, opinion or assurance which the Buyer considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by any Transaction Document or for the validity and enforceability of any Transaction Document.

(k) Evidence satisfactory to the Buyer that the fees, costs and expenses then due from the Seller pursuant to clauses 11.2, 20 and 21 have been paid or will be paid by the date of the first Prepayment Request.

(l) Confirmation by the Buyer of the satisfactory completion of technical, financial and legal due diligence in respect of the Seller (including legal opinions from legal advisers to the Buyer in a form and on terms acceptable by the Buyer), and the Seller shall assist the Buyer by providing all necessary information in order for such due diligence to be completed.

(m) Confirmation by the Buyer of the satisfactory legal opinions from lawyers qualified in the laws of the British Virgin Islands, Singapore and the DRC and any other relevant jurisdiction in a form and substance satisfactory to the Buyer confirming, among other things, that the Seller is fully empowered and authorised to enter into and perform its obligations under the Transaction Documents to which it is a party and that such obligations are, subject to any reservations and qualifications, legal, valid, binding and enforceable.

(n) The Buyer or its counsel holds everything necessary or desirable for the Buyer to perform each notarisation, filing or registration in the DRC in relation to this Prepayment Agreement and any other Transaction Document, or in relation to the subject matter of any of the foregoing, and has been placed in sufficient cleared funds to pay any stamp duty (including the payment of any stamp duty on this Prepayment Agreement)) as may be necessary to ensure the legality, validity, enforceability or admissibility in evidence in the DRC of any Transaction Document.

(o) A certified copy of a letter from the Seller's insurance brokers detailing the current insurance policies of the Seller.

3. ADDITIONAL CONDITIONS PRECEDENT

Provision of all information required by the Seller to enable it to comply with all "know your customer" or similar identification procedures under all applicable laws and regulations.

SCHEDULE 2

PREPAYMENT REQUEST

From: Anvil Mining Congo SARL

To: Trafigura Pte Ltd

Dated: [•]

Dear Sirs

Prepayment Agreement dated [•] 2014 between Anvil Mining Congo SARL (the "Seller") and Trafigura Pte Ltd (the "Buyer") (the "Prepayment Agreement")

Capitalised terms used in the Prepayment Agreement shall have the same meaning when used herein. This is a Prepayment Request pursuant to the terms of the Prepayment Agreement.

1. We wish to obtain a Prepayment on the following terms:

Proposed Prepayment Date: [•] (or, if that is not a Business Day, the next Business Day)

Amount:

Currency of Funding Portion: [•]

2. We confirm that each condition specified in clause 3 is satisfied on the date of this Prepayment Request.

3. The proceeds of the Prepayment should be applied as follows:

   (a) in payment to the Buyer of the fees to which the Buyer is entitled pursuant to clauses 11.2, 20 and 21; and

   (b) the balance to be credited to [account of the Seller].

4. This Prepayment Request is irrevocable.

Yours faithfully

[•]

SCHEDULE 3

PRINCIPAL REPAYMENT AMOUNTS

Repayment Date	**Principal Repayment Amount**
31 March 2015	$6,000,000
30 June 2015	$6,000,000
30 September 2015	$7,000,000
31 December 2015	$7,000,000
31 March 2106	$8,000,000
30 June 2106	$8,000,000
30 September 2016	$8,000,000

SCHEDULE 4

KEY MINERAL RIGHTS

A Dikulushi-Kapulo Mining Convention

1 Dikulushi Mining Convention dated 31 January 1998 between the Government of the DRC and Anvil Mining NL, approved by Presidential Decree No.060 of 27 February 1998.

2 Kazambula – Permit No. 13805 (Expiry date: 26 July 2043)

B Dikulushi Key Mineral Rights

1 Dikulushi Exploitation Permit:

Permit No.606 (Expiry date: 30 January 2022)

2 Exploration Permits:

Permit No.546 (Expiry date: 21 May 2016)

PermitNo.1693 (Expiry date: 11 April 2016)

Permit No.1694 (Expiry date: 11 April 2016)

Permit No.1700 (Expiry date: 11 April 2016)

Permit No.1703 (Expiry date: 21 May 2016)

Permit No.1705 (Expiry date: 21 May 2016)

Permit No.1706 (Expiry date: 21 May 2016)

Permit No. 1707 (Expiry date: 21 May 2016)

Permit No.1708 (Expiry date: 21 May 2016)

Permit No.1709 (Expiry date: 21 May 2016)

Permit No.1710 (Expiry date: 21 May 2016)

Permit No.1711 (Expiry date: 21 May 2016)

C Kapulo Key Mineral Rights

1 Kapulo Exploitation Permit:

Permit No.1697 (Expiry date: 26 January 2042)

EXECUTION PAGE

SIGNED AND DELIVERED AS A DEED ON BEHALF OF

ANVIL MINING CONGO SARL acting by:

Name: MARK STOWELL (Sign)

Title: DIRECTOR (Authorised Signatory)

Name: BRUCE MC FADZEAN (Sign)

Title: DIRECTOR (Authorised Signatory)

....

Witness

Name: MARK DI SILVIO

Address: 107 Tenth Avenue, INGLEWOOD WA 6052

Occupation: CFO

SIGNED AND DELIVERED AS A DEED ON BEHALF OF

SIGNED AND DELIVERED AS A DEED ON BEHALF OF

TRAFIGURA PTE LTD

acting by:

Name: SARRA ELHOSH (Sign)

Title: HEAD OF BUSINESS FINANCE E & SE AFRICA (Authorised Signatory)

Name: STEPHEN HOLE (Sign)

Title: SENIOR RISK ANALYST AFRICA (Authorised Signatory)

....

Witness

Name: MICHAEL HAWKEN

Address: 32A OXFORD CORNER, ROSEBANK

Occupation: SENIOR RISK ANALYST AFRICA