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To the Bondholders in:

ISIN NO 001 066040.0 - “9.00 per cent TiZir Limited Senior Secured Callable Bond Issue 2012/2017”

Oslo, 26 November 2015

Summons to Bondholders’ Meeting - Amendments of Bond Agreement

1 INTRODUCTION

Nordic Trustee ASA acts as trustee (the “**Trustee**”) for the holders of bonds in the above-mentioned bond issue with ISIN NO 001 066040.0 (the “**Bond Issue**”) issued by TiZir Limited (the “**Issuer**” or the “**Company**”).

All capitalized terms used herein shall have the meaning assigned to them in the bond agreement dated 26 September 2012 and as amended and restated in the first amended and restated bond agreement dated 21 May 2014 made between the Trustee and the Issuer (the “**Bond Agreement**”), unless otherwise stated herein. References to Clauses and paragraphs are references to Clauses and paragraphs of the Bond Agreement.

The information in this summons regarding the legal, operational and financial status of the Issuer is provided by the Issuer. The Trustee expressly disclaims any and all liability whatsoever related to such information given from the Issuer.

2 BACKGROUND

The Issuer is a United Kingdom incorporated joint venture between Eramet SA (“**Eramet**”) of France and Mineral Deposits Limited (“**MDL**”) of Australia, with each holding 50% of the Issuer’s shares. The Issuer holds two assets, a mineral sands mine and associated infrastructure in Senegal (“**Grande Côte Operations**”), and an ilmenite upgrading facility in Tyssedal, Norway (“**TTI**”).

The Issuer raised its first bond issue of USD 150 million in September 2012 with the purpose of partially financing the construction of Grande Côte Operations. In order to fund the furnace reline and expansion project at TTI and the build-up of working capital at Grande Côte Operations, the Issuer summoned a bondholders’ meeting in May 2014 with the purpose of *inter alia* increasing the borrowing limit of the Bond Issue to USD 300 million. The Issuer subsequently carried out a tap issue for USD 125 million.

2.1 Grande Côte Operations

The ramp-up at Grande Côte Operations continues to be a major focus for the Issuer.

The production of heavy mineral concentrate (“**HMC**”) and finished goods continues to increase on a quarter by quarter basis.

Grand Côte Operations production volumes

100% basis		3Q 2014	4Q 2014	1Q 2015	2Q 2015	3Q 2015
Mining:						
Ore Mined	(kt)	4,717	6,779	8,039	7,522	8,165
Heavy mineral concentrate produced	(t)	57,526	89,333	131,649	136,648	176,028
Finished goods production						
Ilmenite	(t)	47,702	41,425	89,789	97,789	113,679
Zircon	(t)	3,762	5,278	9,118	11,357	11,159
Rutile & Leucoxene	(t)	190	473	1,635	1,247	1,076

Following a period of unplanned downtime in July 2015 due to a series of unrelated events, the mining operations have begun to perform at levels approaching nameplate capacity. During August and September 2015, the operations produced over 140,000t of HMC representing the best two months of HMC production to date. On a quarterly basis, HMC production for Q3 2015 was 176,028t, representing a 29% increase compared to 2Q 2015.

The dredge and wet concentrator plant (“WCP”) also set records for quarterly ore mined of 8.2 million tonnes and average tonnes per operating hour in a single quarter of 5,672 tonnes per hour (“tph”). Ensuring the operations continue to operate consistently at the levels achieved in August and September 2015 is the key ongoing focus of the Grande Côte operating team.

The ramp-up of the minerals separation plant (“MSP”) continues to meet expectations with both the wet plant and the ilmenite circuit of the dry plant continuing to operate at design feed rates. Ilmenite production increased to an average of approximately 37.8kt per month - including 46kt of ilmenite in September. The primary circuit of the dry plant continued to produce two grades of zircon with production totalling 11.2kt for Q3 2015.

The strong recent performance at the operations is in part due to a range of discrete commissioning projects that have been identified and are currently being implemented on the dredge, WCP and the MSP. These projects are generally straightforward and minor in terms of additional capital required but will require some time to complete due to the timing of equipment deliveries and associated engineering works.

Sales of zircon decreased slightly due to constrained production and totalled 11.4kt in Q3. Sales of ilmenite increased significantly in Q3 2015 as a result of extra shipments to offtake customers, including two full shiploads in September to contracted external customers. The Company successfully negotiated sales contracts for the majority of its 2015 budgeted ilmenite production from the Grande Côte Operations and these agreements will ensure that a majority of ilmenite produced for the remainder of the year will be sold to external customers.

In March 2015, the Company recorded its first positive monthly EBITDA result related to the Grande Côte Operations. The increase in ilmenite sales volumes in August and September helped GCO achieve consecutive months of positive EBITDA for the first time in its history, a strong result given continued pressure on revenues as commodity prices remain soft. Furthermore, the operations have and continue to achieve significant cost savings in energy and labour through cost efficiency initiatives, lower oil prices and positive exchange rate movements.

2.2 TiZir Titanium & Iron (TTI)

The production of titanium slag was impacted in Q3 by the planned shutdown of the ilmenite upgrading facility in Tyssedal in the first week of September 2015 as part of the furnace reline and expansion project.

Titanium slag sales volumes of 36.7kt for the quarter were a function of lower production volumes, lower demand levels in the market and TiZir's strategy to maintain supply to key customers during the shutdown. As experienced in Q2 2015, customers are continuing to delay shipments in order to normalise inventory levels in the face of falling demand. In line with lower demand, pricing for sulphate slag was slightly softer in Q3 2015 compared with Q2 2015. High purity pig iron production and sales volumes for Q3 2015 were also slightly down on Q2 2015, however pricing remained stable throughout the quarter.

The furnace reline and capacity expansion project continues on schedule from both a timing and financial perspective. Following the successful demolition work on the furnace lining and pot, work has now commenced on the rebuilding of the refractory lining. It is anticipated that the duration of the shutdown will be approximately 3 months.

Following completion of the furnace reline and capacity expansion project, TTI will integrate with Grande Côte Operations to source its ilmenite to produce an upgraded titanium slag, which would be sold to pigment producers utilising the chloride process to produce pigment. In the current market, chloride slag typically sells at a substantial premium per tonne to sulphate slag. This price premium together with utilisation of ilmenite from Grande Côte Operations is likely to have a positive impact on the margins of the overall operation.

Prior to the shutdown, a process run of 100% ilmenite from Grande Côte Operations was successfully completed. TTI now has a sufficient supply of intermediate stock available for the restart of operations, currently anticipated in December 2015.

2.3 Market

Titanium feedstock markets remain supply driven with increased pressure on prices. Overcapacity remains an issue in both the mineral sands and pigment production industry largely due to weak demand and Chinese oversupply. The weak market conditions have been especially evident in the low grade segment of the market with adverse price pressure impacting the sale of sulphate grade ilmenite. Going forward, the Company will not have major exposure to this segment as it will use the majority of its lower grade ilmenite as feedstock for production of higher grade titanium slag at the TTI upgrading facility in Norway.

The zircon market has remained relatively stable during 2015 despite current market fundamentals remaining soft due to weak overall global demand and continued ample supply availability. That said, the Issuer benefits from the high quality of its zircon product, particularly given its low uranium and thorium content.

Pricing in the mineral sands sector is highly correlated to global GDP growth. The Company expects a gradual recovery in the titanium feedstock and zircon markets as underlying demand continues to develop positively and in line with global GDP growth.

2.4 Funding and support from shareholders

In addition to the bond financing, the Company is financed by working capital facilities and support from its shareholders. As at 30 June 2015, the shareholders had provided funding in the form of subordinated loans of USD 125 million (excluding accrued interest). As a further measure of their support, Eramet and MDL contributed a further USD 25 million in September 2015 to enable the Company to complete the furnace reline and expansion at TTI and the final ramp up at Grande Côte Operations.

On 3 March 2015, the Company announced that it had received advice that its application for funding TTI had been approved by Enova, a Norwegian government agency which promotes energy efficiency and the use of environmentally sustainable energy technology. Funds of up to NOK 122 million are

due to be received during Q4 2015 and Q1 2016 following final approval by the European Free Trade Association Surveillance Authority on 12 November 2015.

As an additional commitment to the Company, Eramet and MDL have committed a further subordinated loan facility of USD 30 million (the “**Committed Facility**”) which, subject to the proposals described in 3 below being adopted with the requisite majority, will be made unconditionally and irrevocably available to the Issuer with the purpose of providing additional financing as required up to the Maturity Date. Eramet has also agreed to underwrite the facility should MDL not be in a position to provide the funding on a short term basis. Any unused portion of the Committed Facility on the Maturity Date will be applied to partly redeem the Bond Issue.

2.5 Background for the requested amendments

Due to continued weakness in the global market for the Issuer’s product, combined with the capital requirements for the furnace reline and expansion at TTI as well as the delayed ramp-up of production at Grande Côte Operations, the Issuer’s financial performance has been weaker than expected. On this basis, the Issuer is approaching the Bondholders with a request to waive the Interest Coverage Ratio covenant. The requested amendments as well as compensation to Bondholders are further described in section 3 “*PROPOSAL*” below.

3 PROPOSAL

In accordance with Clause 17.1 of the Bond Agreement, the Issuer has approached the Trustee to convene a Bondholders’ Meeting in order to obtain the Bondholders approval to the proposed amendments to the Bond Agreement as described below, pursuant to the authority given to the Bondholders’ Meeting under Clause 16.1 of the Bond Agreement.

The Issuer proposes the following (the “**Proposals**”):

3.1 Amendment of the Interest Coverage Ratio

Clause 13.5 (c) (Interest Coverage Ratio) of the Bond Agreement shall be amended to read:

“Interest Coverage Ratio

The Issuer shall ensure that the Group maintains an Interest Coverage Ratio of not less than 1.25 measured the first time at 31 December 2016 and not less than 2.5 anytime thereafter. For the avoidance of doubt, the Issuer shall not be subject to measurement of compliance prior to 31 December 2016.”

3.2 Introduction of Equity Cure

The Issuer proposes to introduce an Equity cure mechanism to the Bond Agreement. New Clause 13.5 (e) of the Bond Agreement shall read:

Equity cure

- (a) *If the Issuer fails (or would otherwise fail) to comply with the Interest Coverage Ratio at any relevant Reporting Date and the Issuer receives or has received any Cure Amount during the period from the first day of the Relevant Period up to the date of delivery to the Bond Trustee of the Compliance Certificate in respect of such period, then the Interest Coverage Ratio shall be recalculated on the basis that the Cure Amount so received shall be deemed to increase EBITDA for the Relevant Period to which the breach relates.*

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- (b) *If, after the Interest Coverage Ratio is recalculated in accordance with paragraph (a) above, the breach has been prevented or cured, the Interest Coverage Ratio shall be deemed to have been satisfied on the date of the relevant Reporting Date.*
- (c) *The amount of any Cure Amount shall not be taken into account in any calculation or other circumstances than those explicitly referred to in the Bond Agreement. Any Cure Amount applied in the recalculation in paragraph (a) above, shall not be re-applied for any future calculations under this clause.*

3.3 Introduction of a new definition – “Cure Amount”

Following the introduction of the Equity Cure, the new definition of “Cure Amount” shall read:

“Cure Amount” means cash actually received by the Issuer (i) in exchange for fully paid ordinary shares in the Issuer, (ii) by contribution, or (iii) as subordinated loans (however always subject to clause 13.4 (e)).

For the avoidance of doubt, the above shall include any drawdown under the Committed Facility.”

3.4 Introduction of a new definition – “Committed Facility”

The new definition of “Committed Facility” shall read:

“Committed Facility” means the unconditional and irrevocable USD 30,000,000 subordinated loan facility committed by Eramet SA and Mineral Deposits Limited and underwritten by Eramet SA as further set out in Clause 8.3.”

3.5 Introduction of new Clause 8.3

The new Clause 8.3 of the Bond Agreement shall read:

“The Committed Facility shall be made available to the Issuer from the date hereof to and including the Maturity Date. The purpose of the Committed Facility is to provide additional financing as required up to the Maturity Date. Any unused portion of the Committed Facility on the Maturity Date will be applied to partly redeem the Bond Issue. For the avoidance of doubt, the Committed Facility is subject to Clause 13.4 (e) Subordinated loans.”

3.6 Amendment of the Maximum Issue Amount

Clause 2.2.1 of the Bond Agreement shall be amended to read:

“The Issuer has resolved to issue a series of Bonds in the maximum amount of USD 275,000,000 (two hundred and seventy five million U.S. Dollars) (the “Maximum Issue Amount”).”

3.7 Amendment of distributions

Clause 13.4 (a) (Restrictions on dividends and other distributions) of the Bond Agreement shall be amended to read:

“The Issuer shall not declare or make any dividend payments, repurchase of shares or make any other distributions to its shareholders (including, but not limited to, loans) during the term of the Bond Issue.”

3.8 Other Amendments

Based on the proposed amendments as described in 3.1 to 3.7 above, there may be certain consequential amendments of the Bond Agreement not specified herein.

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Implementation of the Proposal is subject to, and will only be effective upon the following having taken place:

- (i) the Proposal having been duly approved by the necessary 2/3 majority of Voting Bonds present at the Bondholders' Meeting, as per Clause 16.3.5 of the Bondholder Agreement;
- (ii) an amended and restated Bond Agreement having been duly executed by the parties thereto;
- (iii) evidence that the Committed Facility is duly executed and delivered by the relevant parties and a written confirmation from the Issuer that the Committed Facility in accordance with the terms of the Bond Agreement has been executed and made available to the Issuer;
- (iii) any legal opinion as may be reasonably required by the Bond Trustee in relation to the entry into of the Amended and Restated Bond Agreement; and
- (iv) all necessary corporate resolutions of the Issuer having been duly made.

If these conditions are fulfilled, the Proposal will be implemented by way of an amended and restated Bond Agreement being entered into between the Bond Trustee and the Issuer and other documentation as required in order to duly document the above amendments and any necessary ancillary amendments.

4 AMENDMENT FEE OR CONSENT FEE

As a compensation to the Bondholders, the Issuer offers the Bondholders a one-time amendment fee of 0.25% (flat) of the face value of the Bonds, payable to the Bondholders (with record date at the end-of-business on the date of the Bondholders' Meeting), 10 Business Days after the Bondholders' Meeting, provided that the Bondholders' Meeting accepts the proposed changes as set out in Clause 3 of this summons letter.

5 EVALUATION OF THE PROPOSED AMENDMENTS

5.1 The Issuer's evaluation

The Issuer regrets to approach the Bondholders during the term of the Bond, asking for the amendments included in the Proposal. However, 2015 was always going to be a transformational year for the Company as the ramp up at Grande Côte Operations continued and TTI completed its furnace reline and expansion program. As noted above, the results of the Issuer have, in particular, also been affected by continued pressure on global commodity prices. By the end of 2015, it is expected that commissioning and development work will have been largely completed at both Grande Côte Operations and TTI and the Issuer will be well positioned to generate positive earnings from its operations.

Following completion of the furnace reline and expansion project at the end of 2015, TTI will commence processing 100% ilmenite from Grande Côte Operations. Thereon, the joint venture operations will be fully integrated. Managing Grande Côte Operations and TTI as a single, vertically integrated operation will create a number of important advantages for the Issuer:

- Securing offtake for a majority of Grande Côte Operations' ilmenite, thereby limiting the Issuer's exposure to the lower value, more volatile ilmenite market;
- Ensuring long term security of ilmenite supply for TTI; and
- Providing the flexibility to produce either a chloride or sulphate feedstock for key global customers.

Each of these elements will minimise the risk of the combined business, while increasing flexibility, optimising margins and providing the optionality to respond to changes in market dynamics. All of which will enhance the potential to maximise returns for the Issuer.

The Issuer's owners continue to provide strong support to the Company operationally, strategically and financially. The Issuer would emphasise the significant investment to date associated with each of Grande Côte Operations and TTI. Furthermore, the Issuer's owners continue to demonstrate their commitment to the Issuer having already contributed and committed a further USD 25 million to the Issuer since September 2015, and, subject to the Proposals being adopted with the requisite majority, making the Committed Facility available to the Issuer. On this basis, the Issuer is of the opinion that the Bondholders are offered a fair compensation for the amendments.

5.2 Further information

For further information about the Issuer, please visit the Issuer's website www.tizir.co.uk.

The Issuer has engaged Pareto Securities AS as the Issuer's financial advisor (the "Advisor") with respect to the Proposal. Accordingly, Bondholders may contact Pareto Securities AS Fixed Income Sales at +47 22 87 87 70 for further information.

The Advisor is acting solely for, and relying on information from, the Issuer in connection with the Proposal. No due diligence investigations have been carried out by the Advisor with respect to the Issuer, and the Advisor does not assume any liability in connection with the Proposal (including but not limited to the information contained herein).

5.3 Non-reliance

The request is put forward to the Bondholders without further evaluation or recommendations from the Bond Trustee. The Bondholders must independently evaluate whether the proposed changes are acceptable and vote accordingly. It is recommended that the Bondholders seek counsel from their legal, financial and tax advisors regarding the effect of the Proposal.

6 BONDHOLDERS' MEETING:

Bondholders are hereby summoned to a Bondholders' Meeting:

Time: 10 December 2015 at 13:00 hours (1 pm) (Oslo time)

Place: The premises of Nordic Trustee ASA, Haakon VII's gate 1, 0161 Oslo – 6th floor

Agenda:

1. Approval of the summons
2. Approval of the agenda
3. Election of two persons to co-sign the minutes together with the chairman

4. Request for adoption of the proposal:

It is proposed that the Bondholders' Meeting resolve the following:

"The Proposal (as defined in the summons to this Bondholders' Meeting section 3) is approved by the Bondholders' Meeting.

The Trustee is given the power of attorney to enter into the necessary agreements in connection with decisions made by the Bondholders' Meeting as well as carry out necessary completion work, including making necessary amendments of the Bond Agreement."

* * *

To approve the above resolution, Bondholders representing at least 2/3 of the Bonds represented in person or by proxy at the meeting must vote in favor of the resolution. In order to have a quorum, at least 1/2 of the voting Bonds must be represented at the meeting. If the proposal is not adopted, the Bond Agreement will remain unchanged.

Please find attached a Bondholder's Form from the Security Depository (VPS), indicating your bondholding at the printing date. The Bondholder's Form will serve as proof of ownership of the Bonds and of the voting rights at the Bondholders' Meeting. (If the bonds are held in custody – i.e. the owner is not registered directly in the VPS – the custodian must confirm; (i) the owner of the bonds, (ii) the aggregate nominal amount of the bonds and (iii) the account number in VPS on which the bonds are registered).

The individual bondholder may authorize the Trustee to vote on its behalf, in which case the Bondholder's Form also serves as a proxy. A duly signed Bondholder's Form, authorizing the Trustee to vote, must then be returned to the Trustee in due time before the meeting is scheduled (by scanned e-mail, telefax or post).

In the event that Bonds have been transferred to a new owner after the Bondholder's Form was made, the new Bondholder must bring to the Bondholders' Meeting or enclose with the proxy, as the case may be, evidence which the Trustee accepts as sufficient proof of the ownership of the Bonds.

For practical purposes, we request those who intend to attend the Bondholders' Meeting, either in person or by proxy other than to the Trustee, to notify the Trustee by telephone or by e-mail (mail@nordictrustee.no) no later than 16:00 hours (4pm) (Oslo time) the Banking Day before the meeting takes place.

Yours Sincerely
Nordic Trustee ASA



Vivian Trøsch

Enclosed: Bondholder's Form