

From: BXR Mining B.V.

To: New World Resources Plc

11 April 2011

Dear Sirs

Proposed Offer on behalf of New World Resources Plc (the "Offeror") for the whole of the issued and to be issued "A" ordinary shares in the capital of New World Resources N.V. (the "Company"), in connection with the proposed redomiciliation of the Company to the United Kingdom (the "Redomiciliation") and introduction of the Offeror as the new holding company for the New World Resources group

Unless stated otherwise, capitalised terms used in this Agreement have the meaning set out in Schedule 4.

It is proposed that the Redomiciliation be implemented by the Offeror making a share-for-share exchange offer to all existing holders of A shares in the capital of the Company (the "**A Shares**" and each an "**A Share**"), on the basis of one "A" Ordinary share in the capital of the Offeror (the "**New Shares**" and each a "**New Share**") for every one A Share (the "**Offer**"). It is expected that applications will be, made to: (i) the UK Financial Services Authority (the "**FSA**") in its capacity as the UK competent authority under the Financial Services and Markets Act 2000 ("**FSMA**") for the New Shares to be admitted to the premium listing segment of the Official List of the FSA (the "**Official List**"); (ii) the London Stock Exchange plc (the "**London Stock Exchange**") for the New Shares to be admitted to trading on the main market of the London Stock Exchange; (iii) the Listing Committee of *Burza cenných papírů Praha, a.s.* (the "**Prague Stock Exchange**") for the New Shares to be admitted to trading on the main market of the Prague Stock Exchange; and (iv) to the Management Board of *Giełda Papierów Wartościowych w Warszawie S.A.* (the "**Warsaw Stock Exchange**") for the New Shares to be admitted to trading on the main market of the Warsaw Stock Exchange.

It will be a condition of the Offer that acceptances are received in respect of 95 per cent. of the A Shares, provided that under the terms of the Offer, the Offeror may waive the percentage of acceptances that need to be received to satisfy or fulfil this condition down to 75 percent. (the "**Acceptance Condition**") as more fully described in paragraph 1(a) of Appendix 1 of the Offer Announcement (as defined below).

In consideration of your agreeing to acquire the A Shares (the "**Acquisition**") substantially on the terms and subject to the conditions set out in the attached draft offer announcement (the "**Offer Announcement**") (subject to such non-material modifications to it as may be agreed by any director of the Company and any further modifications as may be agreed by the redomiciliation committee of the Company's board of directors), which Acquisition is to be implemented by way of the Offer, we agree with you as follows:

1 Irrevocable undertakings

1.1 Shares

We confirm and warrant that we are the beneficial owner of (or are otherwise able to control the exercise of) all rights, including voting rights, attaching to all the A Shares as set out in the second column of the table at Schedule 1 to this Agreement (together with any A

Shares issued after the date hereof and attributable to or derived from such shares) (the "Owned Shares").

1.2 Undertaking

We hereby undertake, subject to the following provisions of Paragraph 1.2 to accept, or procure the acceptance of, the Offer in respect of the Shares:

- (a) our agreement to fulfil the undertaking set out in this paragraph 1.2 is conditional upon the Offeror having received, or, pursuant to paragraphs 1.2 (b)–(e), being entitled to receive, valid acceptances which, when aggregated with the acceptance which we are required to provide pursuant to this undertaking, equal, subject to paragraph (d) below, at least 80 per cent. of the issued A Shares and the percentage of the issued A Shares in respect of which the Offer must be accepted to satisfy or fulfil the Acceptance Condition not being amended, varied or waived down to below 80 per cent.;
- (b) we will only accept, or procure the acceptance of, the Offer in respect of such number of the Shares as will entitle us to receive the maximum number of New Shares to be issued under the terms of the Offer that we may hold whilst at least 25 per cent. of the New Shares (or such lower percentage as the FSA may approve in respect of the New Shares from time to time) are held, or subject to the satisfaction by the Offeror of its obligations under the Offer, are to be held, in Public Hands for the purposes of the UK Listing Rules;
- (c) we reserve the right, in each case with the prior consent of the Offeror (i) to accept the Offer even if the condition under paragraph 1.2(a) above is not satisfied and, (ii) to accept, or procure the acceptance of, the Offer in respect of a greater number of Shares than that set out in paragraph 1.2(b);
- (d) we agree to fulfil this Undertaking, in respect of the Shares by not later than 3.00 p.m. on 5 May 2011 (or, in relation to the Additional A Shares, as soon as practicable after we become the registered holder or, to the extent no undertaking is given by the registered holder of the Additional A Shares, the beneficial owner of the Additional A Shares, or we otherwise become interested (as defined in the Code) in, such Additional A Shares), by executing a Private Deed of Transfer (in the form set out in Schedule 3 of this Agreement) (the "Private Deed of Transfer") and delivering the same to the Offeror and to the Company. The execution and delivery of the Private Deed of Transfer shall constitute our acceptance of the Offer, and such acceptance shall be subject to the relevant terms and conditions of the Offer as set out Schedule 2 to this Agreement; and
- (e) we undertake that we shall, notwithstanding the provisions of the Code on or any terms of the Offer regarding withdrawal, not withdraw such acceptance(s).

1.3 Dealings with Shares

We agree that, prior to the later of (i) the Offer becoming or being declared wholly unconditional and (ii) satisfaction of our obligations under paragraph 1.2(d), we shall, except with the prior consent of the Offeror:

- 1.3.1 except pursuant to the Acquisition, not dispose of, charge, pledge or otherwise encumber or grant any option or other right over or otherwise deal in any of the Shares or any interest in them (whether conditionally or unconditionally);

- 1.3.2 exercise (or, where relevant, procure the exercise of) all voting rights attaching to the Shares in such manner as to enable the Acquisition to be made and become unconditional and oppose the taking of any action which might result in any condition of the Acquisition not being satisfied;
- 1.3.3 not acquire any interest (as defined in the Code) in any securities in the Company; and
- 1.3.4 not enter into any agreement or arrangement with any person, whether conditionally or unconditionally, to do any of the acts prohibited by the above terms of this paragraph 1.3.

1.4 Action to facilitate the Acquisition

We agree, in each case, provided that it is consistent with any Applicable Requirements (as defined in paragraph 6.5 below):

- 1.4.1 to take no action which may be prejudicial to the successful outcome of the Acquisition;
- 1.4.2 without prejudice to the generality of paragraph 1.4.1 above:
 - (i) not to solicit or enter into discussions regarding any general offer for the A Shares or any other class of its shares from any third party or any proposal for a merger of the Company with any other entity; and
 - (ii) to notify you of the details of any approach by any third party made with a view to the making of such an offer or such a merger and also of any such solicitation or discussions (whether or not in breach of the obligations set out in this Agreement) immediately following our becoming aware of the relevant matter.

2 Warranties and undertakings

2.1 Warranties etc.

- (i) We warrant and undertake to the Offeror that:
 - 2.1.1 the Owned Shares include all the A Shares registered in our name or beneficially owned by us or in respect of which we are interested (as defined in the Code);
 - 2.1.2 the Shares will be transferred pursuant to the Acquisition free from all charges, liens and encumbrances and with all rights now or hereafter attaching to them, including the right to all dividends declared, made or paid hereafter (other than as provided by the terms of the Offer set out in Parts A and B or Part VII of the Combined Prospectus and Offer Document and Schedule 2); and
 - 2.1.3 we have full power and authority to accept the Offer or to undertake the same (in relation to any Shares of which we are not both registered holder and beneficial owner) in respect of all the Shares.

Such warranties and undertakings in this Agreement shall not be extinguished or affected by the sale of the Shares pursuant to the Acquisition.

2.2 No other warranties etc.

This Agreement supersedes any previous written or oral agreement between us in relation to the matters dealt with in this Agreement and contains the whole agreement between us relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract. We acknowledge that we have not been induced to sign this Agreement by any representation, warranty or undertaking not expressly incorporated into it.

3 Publicity

- (i) We consent to the announcement of the Acquisition containing references to us and to this Agreement substantially in the terms set out in the Offer Announcement, to particulars of this Agreement being set out in the formal document(s) implementing the Acquisition and any related prospectus or equivalent document, to this Agreement being available for inspection as required by Rule 26 of the Code or the Listing Rules and to the Offer Announcement and other public documents containing a sentence in substantially the following form:

"BXR Mining, which currently holds 168,274,654 A Shares, representing approximately 63.6 per cent. of the A Shares, has irrevocably undertaken to accept the Offer in respect of its A Shares on the terms described below (the "**BXR Irrevocable**"). BXR Mining's undertaking to accept the Offer is conditional upon the Offeror having received, or being entitled to receive, valid acceptances which, when aggregated with the acceptance which BXR Mining are required to provide pursuant to the BXR Irrevocable, equal at least 80 per cent. of the issued A Shares and the percentage of the issued A Shares in respect of which the Offer must be accepted to satisfy or fulfil the Acceptance Condition not being amended, varied or waived down to below 80 per cent.

Save with the prior consent of the Offeror, BXR Mining will only accept, or procure the acceptance of, the Offer in respect of such number of its A Shares as will entitle BXR Mining to receive the maximum number of New Shares to be issued under the terms of the Offer that BXR Mining may hold whilst at least 25 per cent. of the New Shares (or such lower percentage as the FSA may approve in respect of the New Shares from time to time) are held, or subject to the satisfaction by the Offeror of its obligations under the Offer, are to be held, in Public Hands for the purposes of the UK Listing Rules.

The BXR Irrevocable will lapse if an offer is made for the A Shares by a third party and such offer is recommended by the Company's Board.

Further details of this irrevocable undertaking (including the circumstances in which it will fall away) are set out in Appendix III to this announcement and will be repeated in the Offeror's Opening Position Disclosure."

- (ii) We acknowledge that we are obliged to make appropriate disclosure under Rule 2.11 of the Code no later than 12 noon on the business day after becoming aware that we will not be able to comply with the terms of this Agreement or no longer intend to do so.

4 Conditions and termination

4.1 Making the Acquisition

Your agreement to make the Acquisition, and our obligations under this Agreement are conditional upon:

- 4.1.1 the release of the Offer Announcement (with such amendments as you may approve) being authorised by or pursuant to a resolution of the board of directors of the Company or a duly authorised committee thereof, such authorisation not being withdrawn prior to the release and with the Acquisition being publicly recommended by the board of directors of the Company in that announcement;
- 4.1.2 the Offer Announcement being released by 15 April 2011; and
- 4.1.3 no event or circumstance occurring or becoming known to you in consequence of which the Panel requires or permits you not to make the Acquisition (or, in the case of an event or circumstance becoming known to you prior to the release of the Offer Announcement, which is of such a nature that, had it occurred thereafter, the Panel would have required or permitted you not to make the Acquisition).

4.2 Lapse

Our Obligations shall lapse if:

- 4.2.1 the Offer is not made (by the publication of the Combined Prospectus and Offer Document) by 15 April 2011 (or such later date as the Panel may permit);
- 4.2.2 an offer is made for the A Shares by a third party (a "Takeover Offer") and such Takeover Offer is recommended by the Company's Directors; or
- 4.2.3 the Acquisition does not become effective, lapses or is withdrawn without having become wholly unconditional,

provided that the lapsing of our Obligations shall not affect any rights or liabilities under this Agreement in respect of prior breaches of them.

5 Enforcement

5.1 Governing law etc.

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and we agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any proceedings arising out of or in connection with this Agreement shall be brought in such courts.

5.2 Specific performance

Without prejudice to any other rights or remedies which you may have, we acknowledge and agree that damages may not be an adequate remedy for any breach by us of any of our Obligations. You shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such Obligation and no proof of special damages shall be necessary for the enforcement by you of your rights under this Agreement.

5.3 Power of attorney

In order to secure the performance of the undertakings contained in paragraph 1.2 above, we appoint each of your directors and each director of the Offeror's Sponsor severally to be our attorney in our name or otherwise and on our behalf, to sign a form or forms of proxy, and generally to comply with the terms of the Combined Prospectus and Offer Document and fulfil our Obligations in relation to it.

6 Interpretation

6.1 Revised Acquisition

In this Agreement, references to the Acquisition shall include any extended, increased or revised offer or proposal by the Offeror, the terms of which in the reasonable opinion of the Offeror's Sponsor is/are at least as favourable to shareholders of the Company as the original Acquisition.

6.2 Additional Terms

The Acquisition shall be subject to such additional terms and conditions as may be required to comply with Applicable Requirements.

6.3 Unconditional and irrevocable obligations

Except to the extent otherwise specified, the Obligations set out in this Agreement are unconditional and irrevocable.

6.4 Time

Time shall be of the essence of the Obligations set out in this Agreement.

7 Third Party Rights

A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

8 Customer relationship

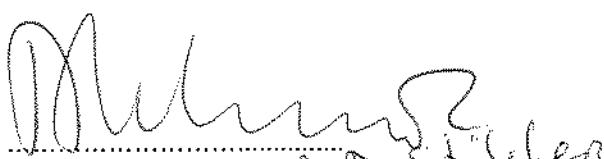
We confirm that the Offeror's Financial Adviser is not acting for us in relation to the Acquisition and will not be responsible to us for providing protections afforded to its clients or advising us on any matter relating to the Acquisition.

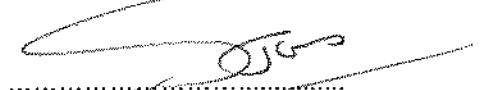
9 Confidentiality

We agree to keep confidential any information concerning the Acquisition and not to deal or recommend others to deal in the shares of the Company before any such information becomes publicly available.

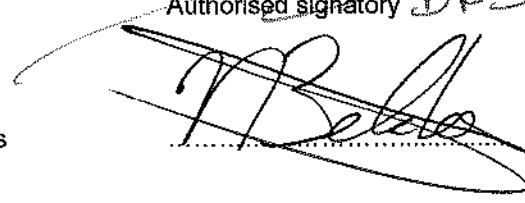
EXECUTED as a DEED by

BXR MINING B.V.
in the presence of:

} 
.....
Authorised signatory **A.D. Stilder**


.....
Authorised signatory **D.P. Stier**


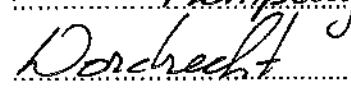
Signature of Witness


.....

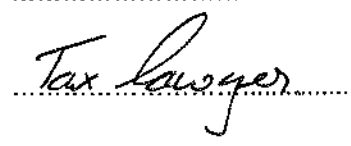
Witness' name:


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Witness' address:


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Witness' occupation


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SIGNED IN AGREEMENT AND ACKNOWLEDGEMENT
for and on behalf of
NEW WORLD RESOURCES PLC

by

EXECUTED as a DEED by }
BXR MINING B.V. }
in the presence of: }

.....
Authorised signatory

.....
Authorised signatory

Signature of Witness

Witness' name:

Witness' address:
.....

Witness' occupation

SIGNED IN AGREEMENT AND ACKNOWLEDGEMENT
for and on behalf of
NEW WORLD RESOURCES PLC



by

Schedule 1
Shares to which this Agreement relates

Shares of which we are the Registered Holder

Registered Holder and Address	“A” Ordinary Shares
BXR Mining B.V.	168,274,654

Schedule 2
Further Terms and Conditions of the Offer

Without prejudice to the terms of the Private Deed of Transfer and the provisions set out in Part B Part VII of the Combined Prospectus and Offer Document, you irrevocably undertake, represent, warrant and agree to and with the Offeror and the UK Receiving Agent (so as to bind yourself, your personal or legal representatives, heirs, successors and assigns):

- (a) that the execution and delivery of a Private Deed of Transfer shall constitute:
 - (i) an acceptance of the Offer in respect of the number of Shares stated therein; and
 - (ii) an undertaking to execute any further documents, take any further action and give any further assurances which may be required to enable the Offeror to obtain the full benefit of this Schedule 2 and/or to perfect any of the authorities expressed to be given hereunder and otherwise in connection with his acceptance of the Offer,

in each case on and subject to the terms and conditions set out or referred to in this document and Private Deed of Transfer and that, subject only to the rights of withdrawal set out in Part B Part VII of the Combined Prospectus and Offer Document, each such acceptance, election and undertaking shall be irrevocable provided that: (i) if (A) if the Private Deed of Transfer is silent as to the number of Shares in respect of which the acceptance is made; or (B) the total number of A Shares inserted in the Private Deed of Transfer is greater than the number of Shares; or (C) the acceptance is otherwise completed incorrectly, but the Private Deed of Transfer is signed, it will be deemed to be an acceptance of the Offer in respect of the maximum number of Shares in respect of which you may accept the Offer without the Offeror's prior consent pursuant to Clause 1.2 (b) of this Agreement;

- (b) that you are irrevocably and unconditionally entitled to sell and transfer the beneficial ownership of the Shares comprised or deemed to be comprised in such acceptance and that such shares are sold fully paid and free from all liens, charges, equities, encumbrances, rights of pre-emption and other interests of any nature whatsoever and together with all rights attaching to them on or after 11 April 2011 including, without limitation, voting rights and the right to receive and retain in full all dividends (save for the 2010 Final Dividend which shall be paid on 15 April 2011 to holders of the A Shares on the 2010 Final Dividend Record Date) and other distributions (if any) declared, paid or made, or any other return of capital (whether by reduction of share capital or share premium account or otherwise) made, on or after that date;
- (c) that you:
 - (i) have not received or sent copies or originals of this document, the Private Deed of Transfer, the Combined Prospectus and Offer Document or any related documents in, into, or from a Restricted Jurisdiction;
 - (ii) have not, in connection with the Offer or the execution or delivery of the Private Deed of Transfer utilised, directly or indirectly, the mails of, or any means or instrumentality (including, without limitation, facsimile transmission, e-mail, telex, telephone, internet or other forms of electronic communication) of interstate or foreign commerce of, or of any facilities of a national securities exchange of, any Restricted Jurisdiction;

- (iii) are accepting the Offer from outside a Restricted Jurisdiction and were outside such jurisdictions when the Private Deed of Transfer was executed and delivered;
 - (iv) are not an agent or fiduciary acting on a non-discretionary basis for a principal, unless such agent or fiduciary is an authorised employee of such principal or such principal has given any instructions with respect to the Offer from outside a Restricted Jurisdiction;
 - (v) are not accepting the Offer with a view to the offer, sale, resale or delivery, directly or indirectly, of any shares in the capital of the Offeror into any Restricted Jurisdiction and will not hold or acquire any shares in the capital of the Offeror for any other person who you have reason to believe is purchasing for the purpose of such offer, sale, resale or delivery;
 - (vi) if you are a citizen, resident or national of a jurisdiction outside the United Kingdom, Poland or the Czech Republic, you have observed the laws and regulatory requirements of the relevant jurisdiction in connection with the Offer, obtained all requisite governmental, exchange control or other consents, complied with all other necessary formalities and paid any issue, transfer or other taxes or duties or other requisite payments due in any such jurisdiction in connection with such acceptance and that you have not taken or omitted to take any action that will or may result in the Offeror or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Offer or his acceptance of the Offer;
- (a) that the execution of the Private Deed of Transfer and its delivery constitutes (subject to the Offer becoming wholly unconditional and to such you not having validly withdrawn your acceptance) the irrevocable appointment of any directors of, or any person authorised by the Offeror as your agent and/or attorney with an irrevocable instruction and authorisation to such attorney to:
- (i) complete and execute all or any form(s) of transfer, renunciation and/or other documents at the discretion of such attorney in relation to the Shares comprised in the acceptance in favour of Offeror or such other persons as the Offeror or its agents may direct;
 - (ii) deliver any form(s) of transfer, renunciation and/or other document(s) at the discretion of such attorney together with any share certificate or other document(s) of title for registration relating to such Shares for registration within six months of the Offer becoming wholly unconditional; and
 - (iii) take any other action as may in the opinion of such attorney be necessary or expedient for the purposes of, or in connection with the acceptance of the Offer and to vest in the Offeror (or its nominees) the full legal and beneficial ownership of Shares comprised in the acceptance;
- (b) that the execution of the Private Deed of Transfer and its delivery constitutes (subject to the Offer becoming wholly unconditional in accordance with its terms and to such you not having validly withdrawn your acceptance) an irrevocable instruction and authorisation:
- (i) to the Company or its agents to procure the registration of the transfer of the Shares comprised in the acceptance and the delivery of the share certificate(s)

and other document(s) of title in respect of the Shares to the Offeror or as it may direct;

- (ii) to the Offeror, J.P. Morgan Cazenove or their respective agents, to issue New Shares to us pursuant to the Offer and to register the New Shares in our name;
 - (iii) to the Offeror, the Company or their respective agents, to record, act and rely on any mandates, instructions, consents or instruments in force relating to payments, notices or distributions which have been entered in the records of the Company in respect of your holding of Shares (until such are revoked or varied); and
 - (iv) procure that you are allotted New Shares in accordance with the terms of the Offer and that your name is entered on the register of members of the Offeror;
- (c) that the execution and delivery of Private Deed of Transfer constitutes the giving of authority to each of the Offeror and its director(s), partners and agents within the terms set out in Part B of Part VII of the Combined Prospectus and Offer Document and this Schedule 2;
- (d) that, subject to the Offer becoming wholly unconditional or if the Offer has been accepted or deemed to be accepted, which acceptance has not been validly withdrawn and pending registration in the name of the Offeror, or as it may direct:
- (i) the Offeror or its agents shall be authorised to direct the exercise of any votes and any or all other rights and privileges (including the right to call a general or separate class meeting of the Company) attaching to the Shares comprised or deemed to be comprised in such acceptance; and
 - (ii) the execution and delivery of a Private Deed of Transfer by you shall constitute with regard to such Shares comprised in the acceptance:
 - (A) an authority to the Company or its agents to send any notice, circular, warrant or other document or communication which may be required to be sent to him as a member of the Company to the Offeror at its registered office;
 - (B) an irrevocable authority to any directors of, or person authorised by the Offeror or any director of the Offeror to sign any document and do such things as may, in the opinion of that agent and/or attorney, seem necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the Shares comprised or deemed to be comprised in the acceptance (including, without limitation, signing any consent to short notice of a general or separate class meeting as his agent and/or attorney and on his behalf and executing a form of proxy appointing any person nominated by the Offeror to attend general and separate class meetings of the Company and attending any such meeting and exercising the votes attaching to the Shares comprised or deemed to be comprised in such acceptance on your behalf, where relevant such votes to be cast so far as possible to satisfy any outstanding Condition); and
 - (C) your agreement not to exercise any such rights without the consent of the Offeror and the irrevocable undertaking not to appoint a proxy for or to attend any such general or separate class meeting of the Company;

- (e) that the terms and Conditions of the Offer (including this Schedule 2) are deemed to be incorporated in, and form part of, the Private Deed of Transfer, which will be read and construed accordingly;
- (f) that you will ratify each and every act or thing which may be done or effected by the Offeror or the UK Receiving Agent or any of their respective directors or agents, as the case may be, in the exercise of any of the powers and/or authorities under this Schedule 2;
- (g) that, if any provision of Part B of Part VII of the Combined Prospectus and Offer Document or this Schedule 2 will be unenforceable or invalid or will not operate so as to afford the Offeror or the UK Receiving Agent or any of their respective directors, agents or persons authorised by them, the benefit of the authority expressed to be given therein, you will, with all practicable speed, do all such acts and things and execute all such documents that may be required or desirable to enable the Offeror and/or the UK Receiving Agent and any of their respective directors, agents or persons authorised by them to secure the full benefit of of Part VII of the Combined Prospectus and Offer Document or this Schedule 2;
- (h) that the execution of the Private Deed of Transfer constitutes your submission to the exclusive jurisdiction of the courts of England in relation to all matters arising in connection with the Offer (save that the Private Deed of Transfer shall be governed by the laws of the Netherlands and a dispute arising out of the Private Deed of Transfer shall be submitted to the exclusive jurisdiction of the laws of the Netherlands); and
- (i) that the Private Deed of Transfer will be deemed to be delivered on the date of its execution and will effect as a deed on such date.

Schedule 3
Form of Deed of Transfer of A Shares

Dated ● 2011

BXR Mining B.V.
and
New World Resources Plc
and
New World Resources N.V.

**PRIVATE DEED OF TRANSFER OF A SHARES SUBJECT TO
CONDITION PRECEDENT**

Linklaters

Linklaters LLP
World Trade Centre Amsterdam
Zuidplein 180
1077 XV Amsterdam

Telephone (+31) 20 799 6200

Facsimile (+31) 20 799 6300

Ref BJK/SV/L-182216

Private Deed of Transfer of A Shares subject to Condition Precedent

This private deed of transfer of A shares (the "Deed") subject to Condition Precedent is entered into on ● 2011 between:

- (1) **BXR MINING B.V.**, a private company with limited liability incorporated under the laws of the Netherlands (*besloten vennootschap met beperkte aansprakelijkheid*), having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands, and its office at Jachthavenweg 109 H, 1081 KM Amsterdam, the Netherlands, registered with the Dutch Trade Register of the Chambers of Commerce under number 34348220 (the "Transferor");
- (2) **NEW WORLD RESOURCES PLC**, a public limited company incorporated under the laws of England and Wales, having its registered offices at One Silk Street, London EC2Y 8HQ, United Kingdom, registered with registration number 7584218 (the "Transferee"); and
- (3) **NEW WORLD RESOURCES N.V.**, a public company incorporated under the laws of the Netherlands (*naamloze vennootschap*), having its official seat (*statutaire zetel*) in Amsterdam, the Netherlands, and its office at Jachthavenweg 109 H, 1081 KM Amsterdam, the Netherlands, registered with the Dutch Trade Register of the Chambers of Commerce under number 34239108 (the "Company"),

(the Transferor, the Transferee and the Company jointly the "Parties" and each a "Party").

Whereas:

- (A) On ● 2011, for the purposes of a corporate restructuring to facilitate the inclusion of the Transferee in the FTSE Index Series (the "Redomiciliation"), the Transferee made a share-for-share exchange offer (the "Offer") to all holders of A Shares on the basis of one "A" ordinary share in the capital of the Transferee for every one A Share in respect of which the Offer is accepted. The terms and conditions of the Offer are set out in the combined Prospectus and Offer Document issued by the Transferee and the Company on 11 April 2011 and, in relation to the Transferor only, in the deed of undertaking signed between the Transferor and the Transferee on or about 11 April 2011 (together, the "Offer Terms").
- (B) The Transferor is the holder of 168,274,654 A shares in the capital of the Company, with a nominal value of EUR 0.40 each (the "A Shares").
- (C) The Transferor wishes to accept the Offer in respect of ● A Shares (the "Relevant A Shares") and to transfer the Relevant A Shares to the Transferee in accordance with Section 2:86c of the Dutch Civil Code, in exchange for an equal number "A" ordinary shares in the capital of the Transferee to be issued by the Transferee (the "Plc Shares") to the Transferor subject to the condition precedent of (i) the Offer being declared wholly unconditional (subject to the Plc Shares being admitted to the Official List of the UK Listing Authority and to trading on the Main Market London Stock Exchange plc) and (ii) the Plc Shares being admitted to the Official List of the UK Listing Authority and to trading on the Main Market London Stock Exchange plc (jointly the "Condition Precedent").
- (D) In implementation of the aforementioned instructions, the Transferor and the Transferee shall hereby effect the transfer of the relevant A Shares subject to the Condition Precedent by the Transferor to the Transferee on the terms set out below.

It is agreed as follows:

1 Acceptance of the Offer

The Transferor hereby accepts the Offer in relation to the Relevant A Shares on, and subject to, the Offer Terms.

2 Transfer

In connection with the Redomiciliation, the Transferor hereby transfers the Relevant A Shares subject to the Condition Precedent to the Transferee in accordance with Section 2:86c of the Dutch Civil Code, and the Transferee hereby accepts the same from the Transferor and the Transferee hereby agrees to issue the Plc Shares to the Transferor and the Transferor hereby accepts the same from the Transferee, all on the Offer Terms and the terms and conditions as set out in this Deed.

3 Acknowledgement

The Company hereby acknowledges the transfer of the Relevant A Shares to be effected by this Deed and as per the moment of the fulfilment of the Condition Precedent shall register the same in its register of shareholders forthwith upon the taking effect thereof in accordance with the provisions of this Deed.

4 Other provisions

4.1 Assignment

This Deed is personal to the Parties and the rights and obligations of the Parties under this Deed may not be assigned or otherwise transferred.

4.2 Amendments

No amendments to this Deed shall be effective unless in writing and signed by or on behalf of each of the Parties.

4.3 Partial unenforceability

The invalidity or unenforceability of any provision of this Deed shall not affect the validity or enforceability of any other provision hereof. If any provision of this Deed is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

4.4 Counterparts

This Deed may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Deed by signing any such counterpart.

4.5 Dissolution (*ontbinding*) and nullification (*vernietiging*)

To the extent permitted by the laws of the Netherlands, each of the Parties waives the right to dissolve (*ontbinden*) or nullify (*vernietigen*) the agreement laid down in this Deed or to demand the dissolution or nullification in legal proceedings thereof pursuant to Sections 6:265 through 6:272 of the Dutch Civil Code and Section 6:228 of the Dutch Civil Code respectively, and waives any right to request amendment of this Deed pursuant to Section 6:230, subsection 2, of the Dutch Civil Code.

5 Governing law and jurisdiction

5.1 Governing law

This Deed shall be governed by the laws of the Netherlands.

5.2 Jurisdiction

In the event of a dispute between the Parties arising out of or in connection with this Deed, any such disputes shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

(Signature page follows)

Signature Page

BXR Mining B.V.

By:

Its: managing director A

By:

Its: managing director B

New World Resources Plc

SIGNED as a DEED by **New World Resources Plc** acting by M. Jelínek, a Director in the presence of:

Witness's signature

Name:

Address:

Occupation:

New World Resources N.V.

By: [M. Jelínek / B.J. Kuck]

Its: [executive director / attorney-in-fact]

Declaration with respect to [non] fulfilment of the Condition Precedent

The undersigned, Bartholomeus Johannes Kuck, civil law notary in Amsterdam, the Netherlands, declares that the Condition Precedent (as defined above) [has not been fulfilled] / [has been fulfilled on ● 2011].

Signed in Amsterdam, the Netherlands, on ● 2011.



Schedule 4 Definitions

The following definitions apply throughout this announcement unless context requires otherwise:

"2010 Final Dividend"	means the final dividend for the Company for the year ended 31 December 2010 of EUR0.22 per A Share declared by the Company's Directors on 24 February 2011;
"2010 Final Dividend Record Date"	means 11 March 2011;
"A Shares"	means the "A" ordinary shares, with a nominal value of EUR 0.40 each, in the share capital of the Company;
"Additional A Shares"	means any other A Shares of which we may, after the date hereof, become the beneficial owner of (or otherwise become able to control the exercise of all rights, including voting rights, attaching to such shares);
"Applicable Requirements"	means the requirements under the Code, the Panel, any applicable law, the High Court of Justice in England and Wales, the Companies Act 2006, the Listing Rules, the Disclosure and Transparency Rules or Prospectus Rules made by the Financial Services Authority in exercise of its functions as competent authority pursuant to Part IV of the Financial Services and Markets Act 2000, the Financial Services Authority or the requirements of London Stock Exchange plc (the " Exchange "), the Prague Stock Exchange, the Warsaw Stock Exchange, the Polish Financial Supervision Authority or any other relevant regulatory authority;
"Authorisation"	means regulatory authorisations, orders, recognitions, grants, consents, clearances, confirmations, certificates, licences, permissions or approvals;
"Code"	means the UK City Code on Takeovers and Mergers;
"Combined Prospectus and Offer Document"	means the prospectus and offer document prepared in accordance with Part VI FSMA 2000 and published on 11 April 2011;
"Company"	means New World Resources N.V.;
"Conditions"	means the conditions of the Offer set out in Part A of Part VII "Conditions and Further Terms of the Offer, and "Condition" means any one of them;
"Group"	means (i) prior to closing of the Offer, the Company and its subsidiaries; and (ii) following closing of the Offer, the Offeror and its subsidiaries, including the Company;
"held in Public Hands"	has the meaning given to it in LR 6.1.19R of the listing rules (the " UK Listing Rules ") made by the FSA from time to time pursuant to Part VI of FSMA;
"New Shares"	means the "A" ordinary shares, with a nominal value of EUR 7.00 (or, if the Reduction of Capital has become effective, EUR 0.40) each, in the share capital of the Offeror;

"Obligations"	means our undertakings, agreements, warranties, appointments, consents and waivers set out in it;
"Offer"	<p>(i) means the proposed share-for-share exchange offer to all existing holders of A Shares ; and</p> <p>(ii) shall include any extended, increased or revised offer by the Offeror for the acquisition of the A Shares, the terms of which in the opinion of both the Offeror's financial advisers and the Company's independent financial advisers are at least as favourable to shareholders of the Company as the original Offer;</p>
"Offeror's Sponsor"	means J.P. Morgan Cazenove;
"Official List"	means the premium listing segment of the list maintained by the Financial Services Authority in accordance with Schedule 2 of the Financial Services and Markets Act 2000, as amended;
"Offer"	means the offer of the New Shares;
"Offeror"	means New World Resources Plc., a public listed company incorporated under the laws of England and Wales and having its registered address at One Silk Street, London, EC2Y 8HQ;
"Panel"	means the Panel on Takeovers and Mergers;
"Private Deed of Transfer"	means a deed as defined in paragraph 1.2(d) of this Agreement in the form set out in Schedule 3;
"Reduction of Capital"	means to the reduction of capital of the Offeror to be approved by the resolution described in paragraph 3.2(g) of Part XVIII "Additional Information" of the Combined Prospectus and Offer Document;
"Restricted Jurisdiction"	means any jurisdiction where extension or acceptance of the Offer would violate the law of that jurisdiction;
"Shares"	means the Owned Shares together with the Additional A Shares (if any); and
"UK Receiving Agent"	means Computershare Investor Services PLC.