

Dated 8 April 2011

RPG Property B.V.  
and  
New World Resources Plc  
and  
New World Resources N.V.

**PRIVATE DEED OF EXCHANGE AND TRANSFER OF B SHARES  
SUBJECT TO CONDITION PRECEDENT**

**Linklaters**

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Ref BJK/SV/L-182216

## Private Deed of Exchange and Transfer of B Shares subject to Condition Precedent

This private deed of exchange and transfer of B shares subject to condition precedent (the "Deed") is entered into on 8 April 2011 between:

- (1) **RPG PROPERTY 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 34319677 (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) For the purposes of a corporate restructuring to facilitate the inclusion of the Transferee in the FTSE Index Series (the "**Redomiciliation**"), the Transferee will make a share-for-share exchange offer (the "**Offer**") to all holders of A shares in the capital of the Company, on the basis of one share in the capital of the Transferee for every one A share in the capital of the Company.
- (B) In connection with the Offer, the Transferor has agreed with the Transferee to exchange (*ruilen*) (as referred to in Section 7:49 of the Dutch Civil Code) and, subject to the condition precedent of the Offer becoming wholly unconditional or the Transferee declaring the Offer wholly unconditional (the "**Condition Precedent**"), transfer to the Transferee in the aggregate 10,000 B shares in the capital of the Company, with a nominal value of EUR 0.40 each (the "**B Shares**") for 10,000 ordinary B shares in the capital of the Transferee to be issued by the Transferee (the "**Plc Shares**"), in accordance with Section 2:86c of the Dutch Civil Code.
- (C) The Offer and the exchange and transfer of the B Shares are intended to form part of a single transaction whereby the Transferee acquires the entire issued share capital of the Company, and such integrated transaction is intended to qualify as a transaction described in Section 351(a) of the US Internal Revenue Code of 1986.
- (D) The Transferor and the Transferee shall hereby effect the transfer of the B Shares by way of exchange (*ten titel van ruil*) subject to the Condition Precedent by the Transferor to the Transferee on the terms set out below.

It is agreed as follows:

## 1 Transfer by way of exchange subject to the Condition Precedent

**1.1** In connection with the Redomiciliation, the Transferor hereby transfers the B Shares by way of exchange (*ten titel van ruil*) 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 by way of exchange from the Transferor and the Transferor hereby agrees to issue the Plc Shares by way of exchange to the Transferor and the Transferor hereby accepts the same by way of exchange from the Transferee, all on the terms set out in this Deed.

**1.2** The B Shares are for the account and risk of the Transferee as per the moment of fulfilment of the Condition Precedent.

## **2 Warranties**

The Transferor warrants to the Transferee that, on this day, the following is, and immediately prior to the moment of fulfilment of the Condition Precedent will be, correct:

- (a) the Transferor has full and unencumbered title to the B Shares;
- (b) the Transferor has not been deprived of the authority to transfer shares in the capital of the Company by virtue of Section 2:22a, subsection 1, of the Dutch Civil Code;
- (c) the B Shares are not subject to rights of third parties or obligations to transfer to third parties or claims based on contracts of any nature; and
- (d) by the transfer of the B Shares to the Transferee, the full and unencumbered title to the B Shares is transferred to the Transferee.

## **3 Acknowledgement**

The Company hereby acknowledges the transfer of the B Shares to be effected by this Deed and as per the moment of 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.

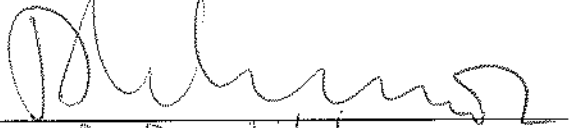
#### **5.2 Jurisdiction**

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**

**RPG Property B.V.**



By: A.D. Stillema

Its: managing director A



By: D.P. Stors

Its: managing director B

**New World Resources Plc**

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

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Witness's signature

Name:

Address:

Occupation:

**New World Resources N.V.**

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By: M. Jelínek

Its: executive director

## Signature Page

**RPG Property B.V.**

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By:

Its: managing director A

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By:

Its: managing director B

**New World Resources Plc**



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

Zuzanna Wronkowska

Witness's signature

Name: ZUZANNA WRONKOWSKA

Address: JACHTHAVEN WEG 109H, 1081 KM AMSTERDAM

Occupation: COMPLIANCE OFFICER

**New World Resources N.V.**



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By: M. Jelínek

Its: executive director

**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.

