

[REDACTED]

---

Dated 21 March 2012

**DEED OF NOVATION, ASSIGNMENT AND AMENDMENT**

among

**LARGO RESOURCES LTD.**

as Largo

**GLENCORE INTERNATIONAL AG**

as Buyer

and

**VANÁDIO DE MARACÁS S.A.**

as Seller

---

in respect of

**GLENCORE CONTRACT No.** [REDACTED]

**TABLE OF CONTENTS**

	<b>Page</b>
<b>1. DEFINITIONS</b> .....	2
<b>1.1</b> Definitions.....	2
<b>1.2</b> Interpretation .....	2
<b>2. NOVATION</b> .....	3
<b>2.1</b> Novation.....	3
<b>2.2</b> Acknowledgement .....	4
<b>2.3</b> Rights and Remedies.....	5
<b>3. AMENDMENT AND RESTATEMENT</b> .....	5
<b>4. REPRESENTATIONS AND WARRANTIES</b> .....	5
<b>4.1</b> Representations and Warranties.....	5
<b>4.2</b> Additional Largo Representations.....	7
<b>4.3</b> Additional Buyer Representations .....	7
<b>5. COSTS AND EXPENSES</b> .....	8
<b>6. NOTICES</b> .....	8
<b>6.1</b> Communications in Writing.....	8
<b>6.2</b> Delivery of Notices .....	8
<b>7. GOVERNING LAW; ARBITRATION</b> .....	8
<b>7.1</b> Governing Law .....	8
<b>7.2</b> Arbitration.....	9
<b>8. COUNTERPARTS AND EFFECTIVENESS</b> .....	9
<b>8.1</b> Contract not Modified.....	9
<b>8.2</b> Entire Agreement .....	9
<b>8.3</b> Counterparts .....	9
<b>8.4</b> Effectiveness .....	9
<b>9. ADDITIONAL PROVISIONS</b> .....	9
<b>9.1</b> Partial Invalidity.....	9
<b>9.2</b> Further Assurances.....	10
<b>9.3</b> Remedies and Waivers.....	10
<b>9.4</b> Amendments .....	10
<b>Exhibit A</b> Restated Novated Contract	

**THIS DEED OF NOVATION, ASSIGNMENT AND AMENDMENT** (this “**Deed**”) is dated 21 March 2012 and made by and among:

(1) **LARGO RESOURCES LTD.**  
55 University Ave, Suite 1120  
Toronto, Ontario  
Canada M5J 2H7  
(hereinafter referred to as “**Largo**”)

(2) **GLENCORE INTERNATIONAL AG**  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(hereinafter referred to as “**Buyer**”)

and

(3) **VANÁDIO DE MARACÁS S.A.**  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(hereinafter referred to as “**Seller**” and together with Buyer, the “**Parties**”)

A. **Whereas** on 14 May 2008 Largo and Buyer entered into that certain Glencore Contract No. [REDACTED] (the “**Contract**”), a mining products supply agreement relating to all vanadium products produced from the Maracas mine located in the Municipality of Maracas, State of Bahia, Brazil (the “**Site**”) and the associated plant (the “**Maracas Vanadium Project**”);

B. **Whereas** Largo intends to assign and novate all of its rights and obligations in, to and under the Contract to Seller, its wholly-owned subsidiary, a company (*sociedade por ações*) duly organized and existing in Brazil;

C. **Whereas** Seller is a company in the mining business and is expected to engage in the exploitation and trading of ferrovanadium, vanadium pentoxide and all other vanadium products (“**Vanadium Products**”) to be developed by the Maracas Vanadium Project;

D. **Whereas** Seller holds the prospecting licenses (*alvarás de pesquisa*) No. [REDACTED] and No. [REDACTED], issued by the Brazilian Mining Agency (*Departamento Nacional de Produção Mineral – “DNPM”*), in connection with the Maracas Vanadium Project;

E. **Whereas** Seller is expected to be authorized by DNPM to commence the development of the Maracas Vanadium Project by 30 April 2012;

F. **Whereas** the estimated total annual production (on a monthly basis) of the Maracas Vanadium Project is as set forth in Schedule I to the Contract as hereby novated, amended and restated (such novated, amended and restated Contract, the “**Novated Contract**”); and

G. **Whereas** Seller wishes to sell, and Buyer wishes to purchase, the entire output of Vanadium Products produced from the Maracas Vanadium Project during the Contractual Period, as set forth in the Novated Contract.

**NOW, THEREFORE**, the Parties and Largo hereby enter into this Deed, which shall be governed by the following terms and conditions:

## **1. DEFINITIONS**

### **1.1 Definitions**

Unless the context otherwise requires, words or expressions defined in the Contract shall have the same meaning in this Deed and this construction shall survive the termination of the Contract. In addition, in this Deed (including the recitals) the following words and expressions have the following meanings:

“**Effective Time**” means the date on which this Deed has been duly executed and delivered by each of Seller, Buyer and Largo.

### **1.2 Interpretation**

1.2.1 Unless a contrary indication appears, any reference in this Deed to:

1.2.1.1 “Largo”, “Buyer”, “Seller” or any “Party” shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

1.2.1.2 this “Deed” or any other agreement, instrument or document (other than the reference to the “Contract”) include references to such agreement, instrument or document as amended, supplemented, novated, re-enacted and/or restated;

1.2.1.3 Sections, Clauses, paragraphs, exhibits and schedules shall (unless otherwise indicated) be construed as references to Sections, Clauses and paragraphs of, and exhibits and schedules to, this Deed;

1.2.1.4 one gender includes all genders, and references to the singular includes the plural and vice versa;

1.2.1.5 “including” and “in particular” shall not be construed restrictively but shall mean “including, without prejudice to the generality of the foregoing” and “in particular, but without prejudice to the generality of the foregoing”; and

1.2.1.6 “writing” includes electronic mail and facsimile transmission legibly received, except in relation to any certificate, forecast, report, notice, resolution or other document which is expressly required by this Deed to be signed, and “written” has a corresponding meaning.

1.2.2 The index and any headings, sub-headings or footnotes in this Deed are for ease of reference only and shall be ignored in construing this Deed.

## **2. NOVATION**

### **2.1 Novation**

As of, and with effect from, the Effective Time, and subject to Section 2.3 (*Rights and Remedies*):

2.1.1 Largo releases Buyer from Buyer’s obligations, duties and liabilities under the Contract and Buyer agrees that it has no further rights against Largo under the Contract;

- 2.1.2 Buyer releases Largo from Largo's obligations, duties and liabilities under the Contract and Largo agrees that it has no further rights against Buyer under the Contract;
- 2.1.3 Seller shall assume all rights, duties and liabilities and shall perform all obligations of Largo under the Contract and shall perform and assume those obligations, duties and liabilities of "Seller" under the Novated Contract;
- 2.1.4 Buyer consents to and accepts the assumption by Seller of Largo's rights and obligations, duties and liabilities under the Contract and agreement to perform the obligations of "Seller" under the Novated Contract; and
- 2.1.5 Buyer acknowledges that its obligations, duties and liabilities under the Novated Contract are to Seller, and agrees with Seller to perform the obligations, duties and liabilities of "Buyer" under the Novated Contract.

## **2.2 Acknowledgement**

Each of Largo and each Party acknowledges that each of the foregoing events is conditional upon the happening of the others and shall occur simultaneously at the Effective Time with the effect of:

- 2.2.1 novating the Contract as contemplated by Section 2.1 (*Novation*);
- 2.2.2 terminating the supply and purchase of the Vanadium Products by Largo to Buyer and constituting an acceptance by Buyer of the purchase of the Vanadium Products from Seller; and
- 2.2.3 constituting an agreement on the terms and subject to the conditions of the Novated Contract with Seller as seller and Buyer as buyer.

## **2.3 Rights and Remedies**

In consideration of the payment by Seller to Largo of \$10.00 and the mutual covenants contained herein (receipt and sufficiency of which is hereby acknowledged) and without prejudice to the rights of Seller under the Novated Contract, each of Largo and each Party agrees that pursuant to this Section 2.3:

- 2.3.1 any and all rights and remedies that Largo and Buyer may, from time to time, have against each other under the Contract in respect of any losses, liabilities or claims suffered or incurred or brought against or payments due to each other in respect of or attributable to the Contractual Period prior to the Effective Time shall be exercisable by Largo or Buyer, as the case may be, against the other under the Novated Contract as if the Largo had remained “Seller” under the Novated Contract;
- 2.3.2 Seller shall not be responsible to Buyer in respect of any such losses, liabilities or claims of Buyer against Largo as set forth in Section 2.3.1, nor shall Buyer exercise any set-off or counterclaim in respect of any such losses, liabilities or claims against Seller; and
- 2.3.3 Buyer shall not be responsible to Seller in respect of any such losses, liabilities or claims of Largo against Buyer as set forth in Section 2.3.1, nor shall Seller exercise any set-off or counterclaim in respect of any such losses, liabilities or claims against Buyer.

## **3. AMENDMENT AND RESTATEMENT**

As of and with effect from the Effective Time, the Contract as novated pursuant to Section 2 (*Novation*) shall be and is hereby amended and restated as set out in Exhibit A.

## **4. REPRESENTATIONS AND WARRANTIES**

### **4.1 Representations and Warranties**

Each of Largo and each Party hereby makes the following representations and warranties to the others as of the date hereof and as of the Effective Time.

- 4.1.1 It is a company duly incorporated under the laws of Canada (in the case of Largo), Switzerland (in the case of Buyer) or Brazil (in the case of Seller), as the case may be, with power to enter into this Deed and to exercise its rights and perform its obligations under this Deed and all corporate and other action required to authorise its execution of this Deed and its performance of its obligations under this Deed has been duly taken.
- 4.1.2 It has power to enter into, deliver, exercise its rights and perform its obligations under this Deed, and has taken all necessary or desirable action to authorise the entry into and performance of this Deed and the transactions contemplated by this Deed, and no limits on its powers will be exceeded as a result of the taking of any action contemplated by this Deed. Its execution of this Deed and its exercise of its rights and performance of its obligations under this Deed do not and will not (a) conflict with the provisions of (i) any agreement, mortgage, bond or other instrument or treaty to which it is a party or which is binding upon it or any of its assets, (ii) its constitutional documents or (iii) any applicable law, regulation or official or judicial order or (b) cause any of the foregoing representations to be untrue.
- 4.1.3 The obligations expressed to be assumed by it in this Deed are legal and valid obligations binding on it in accordance with the terms of this Deed.
- 4.1.4 All authorisations required by it in connection with the entry into, performance, validity and enforceability of and admissibility in evidence of and the transactions contemplated by, this Deed have been, or will on or before the Effective Time have been, obtained or effected (as appropriate) and are, or will be on their being obtained or effected, in full force and effect.
- 4.1.5 It has not taken any corporate action nor have any other steps been taken or legal proceedings been started or (to the best of its knowledge and belief) threatened against it for its winding-up, dissolution, administration or reorganisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its assets or revenues nor have any other steps which



are similar or which would have a similar effect been taken, whether in its jurisdiction of incorporation or elsewhere.

#### **4.2 Additional Largo Representations**

Largo further represents and warrants to Seller as follows as of the date hereof and as of the Effective Time:

- 4.2.1 It has no outstanding payment obligations under the Contract.
- 4.2.2 It has not granted any waiver or consents under the Contract.
- 4.2.3 All amounts due and payable to it under the Contract have been received.

#### **4.3 Additional Buyer Representations**

Buyer further represents and warrants to Seller as follows as of the date hereof and as of the Effective Time:

- 4.3.1 the Contract:
  - 4.3.1.1 has not been terminated, assigned or novated by Buyer; and
  - 4.3.1.2 constitutes, in all material respects, the entire agreement between Largo and Buyer relating to the Maracas Vanadium Project and there are no waivers, consents, approvals or amendments (written or oral) that would modify or amend the provisions of the Contract in any material respect (including, any existing agreements between Largo and Buyer under section 7 (*Pricing and Hedging*) of the Contract, or in respect of the amount of the payments under section 12 (*Payment*) of the Contract, or the amount of the prepayment under section 13 (*Prepayment*) of the Contract);
- 4.3.2 no amount of purchase price or other payments has been prepaid by Buyer under the Contract, and there are no outstanding invoices from Buyer to Largo under the Contract;

4.3.3 there are no notifications issued to Buyer under section 3 (*Definition of Quantities; Supply Procedure*) of the Contract; and

4.3.4 Largo is not in breach of any term or condition contained in the Contract.

## **5. COSTS AND EXPENSES**

Largo shall bear all costs and expenses (including legal fees), and any VAT thereon, incurred by it and each of the Parties in connection with the preparation, negotiation, execution and performance of this Deed and the transactions contemplated hereby.

## **6. NOTICES**

### **6.1 Communications in Writing**

Each communication to be made under this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

### **6.2 Delivery of Notices**

Any communication or document to be made or delivered by one person to another pursuant to this Deed shall (unless that other person has by 15 days' written notice to the other specified another address or fax number) be made or delivered to that other person at the address or fax number identified with its signature or other form of execution below and shall be deemed to have been made or delivered when despatched (in the case of any communication made by fax) or (in the case of any communication made by letter) when left at that address or (as the case may be) five days after being deposited in the post postage prepaid in an envelope addressed to the intended recipient at that address.

## **7. GOVERNING LAW; ARBITRATION**

### **7.1 Governing Law**

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law.

## **7.2 Arbitration**

Any dispute arising out of or in connection with this Deed shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (LCIA), which Rules are deemed to be incorporated by reference into this Section 7.2. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitration shall be English.

## **8. COUNTERPARTS AND EFFECTIVENESS**

### **8.1 Contract not Modified**

All provisions of the Contract not amended or modified herein shall remain in full force and effect in accordance with the terms of the Contract.

### **8.2 Entire Agreement**

As at the Effective Time, the Novated Contract will constitute the entire agreement and understanding of the Parties in relation to the development and purchase of the Vanadium Products and the Maracas Vanadium Project, and shall supersede all prior agreements, understandings or arrangements (both oral and written) in relation thereto.

### **8.3 Counterparts**

This Deed may be executed in counterparts and such counterparts taken together shall constitute one and the same instrument.

### **8.4 Effectiveness**

The novation of the Contract shall become effective at the Effective Time.

## **9. ADDITIONAL PROVISIONS**

### **9.1 Partial Invalidity**

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, such illegality, invalidity, unenforceability or ineffectiveness shall not affect the legality, validity or enforceability of the remaining provisions of

this Deed under such law.

## **9.2 Further Assurances**

Each of Largo and each Party agrees that it will from time to time do and perform such other and further acts and execute and deliver such further documents as may be required by applicable law or reasonably requested by another party hereto, at the cost of such requesting party, to establish, maintain and protect the rights and remedies of the Parties and Largo and to carry out the intent and purpose of this Deed.

## **9.3 Remedies and Waivers**

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

## **9.4 Amendments**

This Deed may be amended only with the agreement of each Party and Largo; provided, that, the Parties shall be entitled to amend, modify or vary the terms of the Novated Contract after the Effective Time without the consent of Largo.

**IN WITNESS WHEREOF** this Deed has been executed as a deed by Largo and the Parties on the date first above written.

***[REMAINDER OF PAGE BLANK]***

Exhibit A

**Amended and Restated Novated Contract**

GLENCORE CONTRACT No. [REDACTED]

THIS CONTRACT is made on 14 May 2008 and amended and restated on \_\_\_\_ March 2012 by the Deed of Novation (as defined below).

BETWEEN: GLENCORE INTERNATIONAL AG

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

(hereinafter called "**Buyer**")

AND: VANÁDIO DE MARACÁS S.A.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

(hereinafter called "**Seller**" and, together with Buyer, the "**Parties**")

WHEREAS Seller agrees to sell and Buyer agrees to buy all the material specified below according to the following terms and conditions:

**1. DEFINITIONS:**

1.1 Capitalized terms used in this Contract, whether in their singular or plural form and regardless of gender, shall have the meaning ascribed to them below:

"**Actual Price**" means the price determined in accordance with Section 6.2 of this Contract.

"**Business Days**" means any day other than a Saturday or Sunday on which commercial banks are not authorized or required to close in Salvador, Bahia, Brazil and in Baar, Switzerland.

"**Buyer**" has the meaning set forth in the preamble of this Contract, including its successors and permitted assigns.

Exhibit A  
to  
Deed of Novation, Assignment and Amendment

“**Buyer Affiliate**” means any corporation, partnership or other legal entity in which Buyer beneficially [REDACTED] of the equity of partnership interests.

“**Commercial Production Date**” means the date on which [REDACTED]  
[REDACTED] which shall occur after completion of [REDACTED]  
[REDACTED]

“**Contract**” means this Contract No. [REDACTED], as amended and restated hereby, and as may be further amended, restated, varied, novated or supplemented from time to time.

“**Contractual Period**” has the meaning set forth in Section 2.1 of this Contract.

“**Deed of Novation**” means the Deed of Novation, Assignment and Amendment dated \_\_\_\_ March 2012 among Largo Resources Ltd. and the Parties, as amended, restated, varied, novated or supplemented from time to time.

“**Delivery Deadline**” has the meaning set forth in Section 3.4 of this Contract.

“**Delivery Shortfall**” has the meaning set forth in Section 3.4 of this Contract.

“**Direct Agreement**” means an agreement between the Parties and the Lenders’ Agent [REDACTED]  
[REDACTED]  
[REDACTED] as amended, restated, varied, novated or supplemented from time to time.

“**DNPM**” means the Brazilian Mining Agency (*Departamento Nacional de Produção Mineral*).

“**Estimated Production**” means the estimated total volume of production of the Mine as estimated by the Parties on the date of the Deed of Novation, equal to the Vanadium Products produced from [REDACTED] with an average grade [REDACTED]  
[REDACTED] or the equivalent tonnage of these or other vanadium products in some other combination, and as set forth in [REDACTED] **Schedule I** to this Contract, to be produced during the period of [REDACTED] after the Commercial Production Date in accordance herewith.







[REDACTED]

[REDACTED]

**3. DEFINITION OF QUANTITIES; SUPPLY PROCEDURE:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

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4.2

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**5. PACKING:**

[REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]

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[REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED]

**7. PRICING:**

7.1 [REDACTED]

7.1.1 [REDACTED]

7.1.2 [REDACTED]

**8. DELIVERY:**

8.1 After the occurrence of the Commercial Production Date, delivery of the Vanadium Products shall be made on a [REDACTED] basis during the Contractual Period, in accordance with the terms and conditions set forth in Sections 3.1.2, 3.3.1 and 3.3.2 of this Contract.

**9. DELIVERY TERMS:**

■ [REDACTED]

**10. INSURANCE:**

10.1 Buyer shall carry all insurance in connection with the Vanadium Products in accordance with the applicable INCOTERMS clause.

**11. SIZE/WEIGHT/ANALYSIS:**

11.1 [REDACTED]

11.2 [REDACTED]

**12. PAYMENT:**

12.1 [REDACTED]

12.2 [REDACTED]

12.3 In the event Buyer does not timely pay any amounts due by it to Seller hereunder, in addition to such amount due and not paid, Buyer shall pay liquidated damages in an amount equal to [REDACTED] of the amount due and not paid, plus interest accruing from the date the payment was due until the date of actual payment, [REDACTED].

**13. PREPAYMENT:**

13.1 [REDACTED]

**14. TITLE AND RISK:**

14.1 Title to and ownership of the Vanadium Products for each delivery shall pass to Buyer upon full payment made by Buyer to Seller of each such delivery lot.

14.2 The risk shall pass to Buyer in accordance with INCOTERMS 2010.

**15. INCOTERMS:**

15.1 Unless otherwise specified herein INCOTERMS 2010 and/or any amendments or replacement thereof shall apply.

**16. FORCE MAJEURE:**

- 16.1 Neither Party to this Contract shall be liable for any delay in performing or failure to perform its obligations (except for delay or failure to pay when due) due to events of force majeure, including, but not limited to, war, blockade, revolution, riot, insurrection, civil commotion, strike, lockout, explosion, fire, flood, storm, tempest, earthquake, regulations or orders (including, but not limited to, prohibition of export or import) and/or any other cause or causes beyond reasonable control of the affected Party whether or not similar to the causes enumerated above. Failure to deliver or to accept delivery in whole or in part because of the occurrence of an event of force majeure shall not constitute a default hereunder or subject either Party to liability for any resulting loss or damage. Seller and Buyer agree to use reasonable commercial efforts to mitigate any force majeure. For the avoidance of doubt, the following events or circumstances shall not constitute a force majeure: (a) financial hardship or the inability of a Party to make a profit or to achieve a satisfactory rate of return resulting from the performance of its obligations under this Contract; (b) inability of Buyer to use, sell or otherwise dispose of or benefit from the Vanadium Products; or (c) failure or inability to pay any amount due and payable under this Contract.
- 16.2 Upon the occurrence of any event of force majeure, the Party affected by the event of force majeure shall within 72 hours of the occurrence thereof notify the other Party hereto in writing of such event and shall specify in reasonable detail the facts constituting such event of force majeure. Where such notice is not given within the time required, force majeure shall not justify the non-fulfilment of any obligations under this Contract.
- 16.3 Both Parties agree to use their respective reasonable efforts to cure any event of force majeure to the extent that it is reasonably possible to do so, it being understood that the settlement of strikes, lockouts, and any other industrial disputes shall be within the sole discretion of the Party asserting force majeure.
- 16.4 In the event that force majeure caused only a partial reduction in the total quantity of the Vanadium Products Seller is under obligation to deliver hereunder, the Seller shall allocate its available supplies of such products, if any, among any or all of its existing customers in a fair and equitable manner. In addition, where Seller is the affected Party it may (but shall not be required to) offer to supply, from another source, goods of similar quality in substitution for the Vanadium Products subject to the force majeure event to satisfy that amount which would have otherwise been sold and purchased hereunder at a price which



may be more or less than the price hereunder. In the event that the Buyer declares force majeure, then the Seller shall be entitled to sell any or all of its Vanadium Products during the period of such force majeure to any other party.

16.5 If an event of force majeure continues for more than [REDACTED] consecutive calendar days, then the Party not having declared force majeure shall have the right to terminate this Contract by written notice with immediate effect and without penalty.

16.6 Unless agreed to in writing by Buyer, the forgoing Sections 16.1 through 16.5 of this Contract shall not apply in respect of Vanadium Products for which Buyer has booked vessel space and/or the Quotation Period has commenced or been completed and/or any payment has been made by Buyer to Seller. In such case, Buyer and Seller shall find a reasonable solution for both Parties in a fair and equitable manner and any payment already made by Buyer to Seller shall become due for repayment by Seller to Buyer according to Buyer's payment instructions upon Buyer's first demand.

**17. ASSIGNMENT & LENDER REQUIREMENTS:**

17.1 Neither Party shall transfer or assign this Contract or any rights or obligations or delegate any duties under this Contract, in whole or in part, without the prior written consent of the other Party; save that (a) Buyer may transfer or assign any of its rights and obligations to any Buyer Affiliate; provided that, Buyer shall at all times remain jointly and severally liable for all obligations and duties of such Buyer Affiliate under this Contract (including any payment obligations), [REDACTED]

17.2 If there is a change of ownership of Seller, then, and notwithstanding, this Contract will continue to be valid and remain in full force and effect for its duration, including any extensions that have been agreed.

17.3 Seller shall not enter into any agreement to sell, assign or otherwise dispose of all or part of any of the Mine which is likely to adversely affect Seller's performance of its obligations under this Contract unless and until it has notified Buyer. Upon such notice, Buyer has the option to either (i) [REDACTED] or (ii) [REDACTED]

provided that, this Section 17.3 shall not apply to [REDACTED]

[REDACTED]

[REDACTED] Buyer shall notify Seller of its decision within [REDACTED] days from the date of its receipt of Seller's notification. If Buyer fails to respond within such [REDACTED] day period, it shall be deemed to have agreed to continue to purchase under the Contract and Seller shall procure that the purchaser, assignee or disponee enter into such deed or agreement to assume Seller's rights and obligations under this Contract.

17.4 In the event that Seller and/or its affiliates decide to enter into financing arrangements with any Lender, Buyer agrees to provide such information as Seller may reasonably require in relation to securing such financing and to enter into a Direct Agreement with the Lenders and Seller.

**18. TERMINATION; NO SET OFF:**

18.1 Either Party may terminate this Contract in the event of a default by the other Party to comply with any of its obligations set forth hereunder if such default is not remedied within [REDACTED] [REDACTED] after the receipt of written notice from the non-defaulting Party, specifying the relevant default. The aforesaid [REDACTED] period shall be extended if (a) the default is not capable of being remedied within [REDACTED], but would be capable of being remedied within a commercially reasonable period of time, as agreed upon between the Parties, and (b) the defaulting Party has taken reasonable measures to cure the default within the [REDACTED] period, given the circumstances of such default, as evidenced to the non-defaulting Party.

[REDACTED]  
[REDACTED]  
[REDACTED]

18.2 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Exhibit A  
to  
Deed of Novation, Assignment and Amendment

[REDACTED]

18.3

[REDACTED]

18.4 The obligations of Buyer and Seller under this Contract are independent obligations and may not be set off against any other liability of Seller to Buyer, or of Buyer to Seller (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination); [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] Any exercise by Buyer of its rights under this Section 18.4 shall be without prejudice to any other rights or remedies available to Buyer under this Contract or otherwise.

**19. SEVERABILITY:**

19.1 In the event any of the provisions hereunder are or become unenforceable under applicable law, such provision shall be modified or limited in its effect to the extent necessary to cause it to be enforceable. Otherwise such provision shall be severed and the remaining provisions of this Contract shall continue in full force.

**20. AMENDMENTS:**

20.1 No amendment of this Contract shall be effective unless made in writing by the Parties.

**21. CONFIDENTIALITY:**

21.1 The contents of this Contract are confidential. Each Party and its employees, consultants and contractors shall hold in confidence any copies of this Contract and all documents and other forms of communications required to be provided under, or in connection with, this Contract. Notwithstanding the foregoing, each Party may disclose this Contract to its professional advisors and to prospective lenders to such Party (including prospective Lenders), to prospective transferees or assignees who, in any such case, have agreed to be bound by these confidentiality provisions.

**22. NOTICES:**

22.1 Any notice given by either of the Parties to the other under this Contract shall be in writing and shall be sent by registered mail or courier or fax and shall be directed at the address and to the attention of the respective persons hereafter. Any such notices shall be effective (a) in case of registered mail or courier at the time of first service (pursuant to the delivery receipt), or (b) in the case of fax at the time of transmission or on the next succeeding

Business Day if time of transmission has been outside normal business hours at the place of receipt. A Party shall notify a change of address to the other Party. The address below shall also constitute address for service.

If to Buyer:

**GLENCORE INTERNATIONAL AG**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

If to Seller:

**VANÁDIO DE MARACÁS S.A.**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**23. GOVERNING LAW:**

23.1 This Contract, including the arbitration clause, shall be governed by, interpreted and construed in accordance with the substantive laws of England and Wales excluding the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG).

**24. ARBITRATION:**

24.1 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (LCIA), which Rules are deemed to be incorporated by reference into this Section 24.1. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitration shall be English.

**SCHEDULE I**



Exhibit A

to

Deed of Novation, Assignment and Amendment

█	█	█
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█

**SIGNATURE PAGE**

**LARGO RESOURCES LTD.**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

**VANÁDIO DE MARACÁS S.A.**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

Witnesses:

\_\_\_\_\_  
Name:  
CPF/MF:

\_\_\_\_\_  
Name:  
CPF/MF:



**SIGNATURE PAGE**

**LARGO**

**EXECUTED** and delivered as a deed )  
by [REDACTED] )  
and [REDACTED] )  
for and on behalf of )  
**LARGO RESOURCES LTD.** )  
  
in the presence of )

[REDACTED]

*Signature of Witness*

Name of Witness

[REDACTED]

Address of Witness:

[REDACTED]

Occupation of Witness:

[REDACTED]

Address for Notices:

LARGO RESOURCES LTD.  
55 University Ave, Suite 1120  
Toronto, Ontario  
Canada M5J 2H7  
Fax: +1 416 861 8165

**BUYER**

**EXECUTED** and delivered as a deed  
by

[Redacted]

[Redacted]

and

[Redacted]

[Redacted]

for and on behalf of  
**GLENCORE INTERNATIONAL AG )**

**in the presence of**

*Signature of Witness*

[Redacted]

Name of Witness

[Redacted]

Address of Witness

[Redacted]

Occupation of Witness:

[Redacted]

Address for Notices:

GLENCORE INTERNATIONAL AG

[Redacted]

[Signature Page of the Deed of Novation, Assignment and Amendment to the Glencore Contract No. [Redacted]

**SELLER**

**EXECUTED** and delivered as a deed )  
by )

[Redacted] )

and [Redacted] )

[Redacted] )

for and on behalf of )  
**VANÁDIO DE MARACÁS S.A.** )

**in the presence of**

*Signature of Witness*

Name of Witness

Address of Witness:

Occupation of Witness:

*Signature of Witness*

Name of Witness

Address of Witness:

Occupation of Witness:

Address for Notices:

**VANÁDIO DE MARACÁS S.A.**

[Redacted]

[Signature Page of the Deed of Novation, Assignment and Amendment to the Glencore Contract No. [Redacted]]