

SHARE PURCHASE AGREEMENT

Share Purchase Agreement dated December 12, 2013 between Bendon International Limited (the “**Vendor**”), Teranga Gold (BVI) Corporation (the “**Purchaser**”) and Teranga Gold Corporation (“**Teranga**”).

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms.

Capitalized terms used herein and not otherwise defined have the meanings set forth in Schedule “A”.

Section 1.2 Gender and Number.

Any reference in this Agreement or any Ancillary Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa.

Section 1.3 Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

Section 1.4 Currency.

All references in this Agreement or any Ancillary Agreement to dollars, or to \$ are expressed in the currency of the United States of America unless otherwise specifically indicated.

Section 1.5 Certain Phrases, etc.

In this Agreement and any Ancillary Agreement (i) the words “**including**”, “**includes**” and “**include**” mean “**including (or includes or include) without limitation**”, and (ii) the phrase “**the aggregate of**”, “**the total of**”, “**the sum of**”, or a phrase of similar meaning means “**the aggregate (or total or sum), without duplication, of**”. Unless otherwise specified, the words “**Article**” and “**Section**” followed by a number mean and refer to the specified Article or Section of this Agreement.

Section 1.6 Knowledge.

Where any representation or warranty contained in this Agreement or any Ancillary Agreement is expressly qualified by reference to the knowledge of the Vendor, it will be deemed to refer to the actual knowledge without due or diligent inquiry of Mustafa A. AlDarwish, in his capacity as Director of the Vendor, and Gerald McDuffee, in his capacity as Director of the Vendor.

Section 1.7 Accounting Terms.

All accounting terms not specifically defined in this Agreement are to be interpreted in accordance with IFRS.

Section 1.8 Schedules.

The schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.

Section 1.9 References to Persons and Agreements.

Any reference in this Agreement or any Ancillary Agreement to a Person includes its successors and permitted assigns. Except as otherwise provided in this Agreement or any Ancillary Agreement, the term "Agreement" and any reference in this Agreement to this Agreement, any Ancillary Agreement or any other agreement or document includes, and is a reference to, this Agreement, such Ancillary Agreement or such other agreement or document as it may have been, or may from time to time be amended, restated, replaced, supplemented or novated in accordance with the terms hereof or thereof and includes all schedules to it.

Section 1.10 Statutes.

Any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended, re-enacted or replaced.

Section 1.11 Non-Business Days.

Whenever payments are to be made or an action is to be taken on a day which is not a Business Day, such payment will be made or such action will be taken on or not later than the next succeeding Business Day.

Section 1.12 Time References.

References to time are to local time, Toronto, Ontario.

ARTICLE 2 PURCHASED SHARES AND PURCHASE PRICE

Section 2.1 Purchase and Sale.

Subject to the terms and conditions of this Agreement, the Vendor agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendor on the Closing Date,

- (1) 87 issued and outstanding shares of the OJVG (collectively, the "**Purchased Shares**") that are owned by the Vendor, and which shares are all of the shares of the OJVG owned by the Vendor, and
- (2) the shareholder loan from Bendon to OJVG in the principal amount of \$78,121,225, plus accrued interest (the "**Bendon Loan**").

Section 2.2 Purchase Price.

The consideration payable by the Purchaser to the Vendor for the Purchased Shares and the Bendon Loan is \$105,000,000 (the "**Purchase Price**").

Section 2.3 Payment of the Purchase Price.

At the Closing, the Purchase Price will be paid and satisfied upon Vendor's receipt of the Purchase Price from Purchaser paid to or to the order of the Vendor by wire transfer of immediately available funds in the form of US Dollars.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE VENDOR

Section 3.1 Representations and Warranties of the Vendor.

The Vendor represents and warrants as to those matters set forth in Schedule "B" to the Purchaser and acknowledges and agrees that the Purchaser is relying upon the representations and warranties in connection with the purchase of the Purchased Shares.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Section 4.1 Representations and Warranties of the Purchaser.

The Purchaser and Teranga jointly and severally represent and warrant as to those matters set forth in Schedule "C" to the Vendor and each acknowledges and agrees that the Vendor is relying on such representations and warranties in connection with its sale of the Purchased Shares.

ARTICLE 5 PRE-CLOSING COVENANTS OF THE PARTIES

Section 5.1 Conduct of Business Prior to Closing.

From the date hereof through the earlier of (1) the date notice of termination of this Agreement has been given pursuant to the terms hereof, or (2) the Closing, or (3) the Outside Date:

- (1) The Vendor shall vote the Purchased Shares at all times in a manner so as to cause the OJVG:
 - (a) to use commercially reasonable efforts to preserve intact the current business organization of the OJVG, keep available the services of the present employees of the OJVG and maintain good relations consistent with past practices with, and the goodwill of, suppliers, customers, landlords, creditors, distributors and all other Persons having business relationships with the OJVG;
 - (b) to use commercially reasonable efforts to maintain and preserve all rights to the Assets and preserve the confidentiality of any confidential or proprietary information of the Business or the OJVG; and
 - (c) not to take any action that would render any representation and warranty of the Vendor contained in this Agreement to be untrue in any material respect.

- (2) Subject to applicable Laws, (x) the Vendor shall vote the Purchased Shares at all times in a manner so as to cause the OJVG not to, and (y) to the extent the Vendor's consent is required, shall not permit the OJVG without the consent of the Purchaser to:
- (a) remove Sabodala Holdings Limited as the Operator of the OJVG, as such term is defined in the OJVG Shareholders Agreement (the "**Operator**");
 - (b) sell, transfer or otherwise dispose of any of the Assets;
 - (c) increase its indebtedness for borrowed money or make any loan or advance or assume, guarantee or otherwise become liable with respect to the liabilities or obligations of any Person;
 - (d) make any bonus or profit sharing distribution or similar payment of any kind;
 - (e) remove the auditor or any director or terminate any officer or other senior employee;
 - (f) write off as uncollectible any Accounts Receivable;
 - (g) grant any general increase in the rate of wages, salaries, bonuses or other remuneration of any employees;
 - (h) increase the benefits to which employees are entitled under any Employee Plan or create any new Employee Plan;
 - (i) cancel or waive any material claims or rights;
 - (j) compromise or settle any litigation, proceeding or governmental investigation relating to the Assets, the Business or the OJVG;
 - (k) cancel or reduce any of its insurance coverage; or
 - (l) authorize, agree, or otherwise commit, whether or not in writing, to do any of the foregoing.
- (3) The Vendor shall not in any manner, directly or indirectly, alone, jointly or in concert with any other Person (including by providing financing to any other Person) effect, seek, offer or propose (whether publicly or otherwise) or otherwise participate in, or in any way assist, advise or encourage any other Person to effect, seek, offer or propose (whether publicly or otherwise) or otherwise participate in the acquisition of the shares of the OJVG owned by Badr.

Section 5.2 Access for Due Diligence.

Subject to applicable Law, during the Interim Period or until notice of termination of this Agreement has been given pursuant to the terms hereof, the Vendor shall (i) upon reasonable notice, permit the Purchaser and its employees, agents, counsel, accountants or other

representatives, lenders, potential lenders and potential investors (“Representatives”) to have reasonable access during normal business hours to (A) the premises of the OJVG, (B) the Assets, including all Books and Records whether retained by the Vendor, the OJVG or otherwise, (C) all Contracts, and (D) the senior personnel of the OJVG; and (ii) furnish to the Purchaser, Teranga or their Representatives such financial and operating data and other information with respect to the Assets and the OJVG as the Purchaser or Teranga from time to time reasonably requests. The Purchaser and Teranga acknowledge and agree to, and shall cause all of their Representatives, to keep any information provided hereunder or in connection with this Agreement or any Ancillary Agreement confidential other than (i) such information that is already in the possession of the Purchaser, Teranga or OJVG or becomes generally available to the public other than as a result of a disclosure by the Purchaser or Teranga in violation of this Agreement, (ii) the Purchaser or Teranga receives a request to disclose such information by a Governmental Entity and is required by applicable Law to disclose such information, (iii) such information is required to be disclosed pursuant to Law, or (iv) disclosure of such information is necessary in order to enforce or exercise its rights under this Agreement or any Ancillary Agreement; provided, however, that in no event will the Vendor be required to furnish the Purchaser, Teranga or their Representatives with any documents or information that would reasonably be expected to jeopardize the status of such document or information as privileged, work product or as a trade secret. Notwithstanding anything to the contrary herein, the Vendor makes no representation or warranty as to the accuracy of any information provided the Purchaser, Teranga or their Representatives and the Purchaser, Teranga and their Representatives may not rely on the accuracy of any such information, in each case other than as expressly set forth in the representations and warranties contained in Article 3.

Section 5.3 Actions to Satisfy Closing Conditions.

- (1) Subject to Section 5.6, the Vendor shall take all such actions as are within its power to control and shall use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 6.1, including ensuring that during the Interim Period and at Closing, there is no breach of any of its representations and warranties.
- (2) Subject to Section 5.6, each of the Purchaser and Teranga shall take all such actions as are within its power to control and shall use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 6.2, including ensuring that during the Interim Period and at Closing, there is no breach of any of its representations and warranties.

Section 5.4 Transfer of the Purchased Shares and Bendon Loan.

The Vendor shall take all necessary steps and corporate proceedings to permit good title to the Purchased Shares and the Bendon Loan to be duly and validly transferred and assigned to the Purchaser at the Closing, free of all Liens other than the restrictions on transfer, if any, contained in the articles of the OJVG.

Section 5.5 Notices.

- (1) During the Interim Period or until notice of termination of this Agreement has been given pursuant to the terms hereof, the Vendor shall promptly notify the Purchaser of:
 - (a) any Material Adverse Change to which the Vendor has knowledge or any change, effect, event, development, occurrence, circumstance or state of facts to which the Vendor has knowledge which would reasonably be expected to result in a Material Adverse Change;
 - (b) any notice or other communication received by the Vendor from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person is required in connection with this Agreement;
 - (c) any notice or other communication received by the Vendor from any Governmental Entity in connection with this Agreement (and the Vendor shall contemporaneously provide a copy of any such written notice or written communication to the Purchaser provided that the applicable Governmental Entity has given its consent to provide a copy of such notice or communication to the Purchaser); or
 - (d) any filing, actions, suits, claims, investigations or proceedings to the Vendor's knowledge commenced or threatened against, relating to or involving or otherwise affecting the OJVG.

Section 5.6 Filings and Authorizations.

During the Interim Period or until notice of termination of this Agreement has been given pursuant to the terms hereof, the Vendor agrees, at the Purchaser's expense, to cooperate with the Purchaser and shall use its reasonable commercial efforts in good faith to assist the Purchaser in obtaining all regulatory approvals and other orders, registrations, consents, filings, rulings, exemptions, no-action letters, circulars and approvals required for the consummation of the transactions contemplated by this Agreement and in the preparation of any required documents in connection with the foregoing; provided, however, that the Vendor shall not be required to travel to Senegal in connection with the foregoing.

Section 5.7 Notice of Untrue Representation or Warranty.

- (1) Each of the Vendor on the one hand, and the Purchaser and Teranga on the other hand shall promptly notify the other (each a "Representation and Warranty Correction Notice"), upon any representation or warranty made by it contained in this Agreement or any Ancillary Agreement becoming untrue or incorrect during the Interim Period and for the purposes of this Section 5.7(1) each representation and warranty will be deemed to be given at and as of all times during the Interim Period. Any such Representation and Warranty Correction Notice must set out particulars of the untrue or incorrect representation or warranty and details of any actions being taken by the Vendor, the Purchaser or Teranga, as the case may be, to rectify that state of affairs. Each and every

Representation and Warranty Correction Notice given by a Party to another Party in accordance with the foregoing shall entitle the recipient of such Representation and Warranty Correction Notice a right to terminate this Agreement by writing given prior to or on the Closing Date, provided that such untrue or incorrect representation or warranty could reasonably be expected to result in a Material Adverse Change. However, notwithstanding the foregoing, if a recipient of a Representation and Warranty Correction Notice does not terminate this Agreement in accordance with the foregoing prior to or on the Closing Date, then any Representation and Warranty Correction Notice given shall be deemed to have modified the representation and warranty specifically referenced in the relevant Representation and Warranty Correction Notice as untrue or incorrect as at and from Closing, but only to the extent specifically set forth in the Representation and Warranty Correction Notice and only as specifically qualified therein, as applicable.

- (2) The Purchaser or Teranga shall promptly provide the Vendor with a Representation and Warranty Correction Notice upon it becoming aware of any representation or warranty made by the Vendor contained in this Agreement or any Ancillary Agreement becoming untrue or incorrect during the Interim Period and for the purposes of this Section 5.7(2) each representation and warranty will be deemed to be given at and as of all times during the Interim Period. Any such Representation and Warranty Correction Notice must set out particulars of the untrue or incorrect representation or warranty. Each and every Representation and Warranty Correction Notice given by the Purchaser or Teranga to the Vendor in accordance with the foregoing shall entitle the Purchaser or Teranga a right to terminate this Agreement by writing given prior to or on the Closing Date, provided that such untrue or incorrect representation or warranty could reasonably be expected to result in a Material Adverse Change, and provided further that the Purchaser or Teranga only became aware of such untrue or incorrect representation or warranty during the Interim Period. For the avoidance of doubt, the Purchaser and Teranga shall not be entitled to terminate this Agreement if it became aware of any untrue or incorrect representation or warranty at any time prior to the Interim Period. However, notwithstanding the foregoing, if the Purchaser or Teranga does not terminate this Agreement in accordance with the foregoing prior to or on the Closing Date, then any Representation and Warranty Correction Notice given shall be deemed to have modified the representation and warranty specifically referenced in the relevant Representation and Warranty Correction Notice as untrue or incorrect as at and from Closing, but only to the extent specifically set forth in the Representation and Warranty Correction Notice and only as specifically qualified therein, as applicable.

Section 5.8 Exclusive Dealing.

During the Interim Period or until the termination of this Agreement pursuant to the terms of this Agreement, the Vendor shall not, directly or indirectly, solicit, initiate, or encourage any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or consider the merits of any inquiries or proposals from, or enter into any agreement with, any Person (other than the Purchaser or Teranga) relating to any transaction involving the sale of any of the Purchased Shares, the Bendon Loan or the sale of the Business or

any of the Assets (other than as permitted in this Agreement) or any other business combination.

ARTICLE 6 CONDITIONS OF CLOSING

Section 6.1 Conditions for the Benefit of the Purchaser.

The purchase and sale of the Purchased Shares is subject to the following conditions being satisfied on or prior to the Closing Date, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

- (a) **Truth of Representations and Warranties.** The representations and warranties of the Vendor contained in this Agreement or in any Ancillary Agreement that are qualified by the expression “Material Adverse Change” or other materiality qualification shall be true and correct as of the Closing Date as if made on and as of such Closing Date (except to the extent that such representations and warranties speak as of an earlier date or as of a particular date or period in which event such representations and warranties shall be true and correct as of such earlier date or as of such particular date or period) and all other representations and warranties of the Vendor shall be true and correct in all material respects as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such Closing Date (except to the extent that such representations and warranties speak as of an earlier date or as of a particular date or period in which event such representations and warranties shall be true and correct as of such earlier date or as of such particular date or period). Notwithstanding any other provision in this Section 6.1(a), the representations and warranties in Sections 1, 2, 3, 4, 6 and 7 of Schedule “B” shall be true and correct in all respects as at the date of this Agreement and as of the Closing Date with the same force and effect as if such representations and warranties had been made on such Closing Date. The Vendor shall have executed and delivered to Purchaser a certificate of a senior officer or Director of the Vendor (on the Vendor’s behalf and without personal liability) confirming the same as of the Closing Date in a form to be agreed by the Vendor and Purchaser acting reasonably.
- (b) **Performance of Covenants.** The Vendor shall have fulfilled or complied in all material respects with all covenants contained in this Agreement and in any Ancillary Agreement required to be fulfilled or complied with by it at or prior to the Closing, and the Vendor shall have executed and delivered to the Purchaser a certificate of a senior officer or Director of the Vendor (on the Vendor’s behalf and without personal liability) confirming the same as of the Closing Date in a form to be agreed by the Vendor and the Purchaser acting reasonably.
- (c) **Stock Exchange Approvals.** Any required approvals from the TSX and/or ASX to consummate the transactions contemplated by this Agreement will have been obtained, on terms satisfactory to the Purchaser acting reasonably.

- (d) **Shares of Badr Investment & Finance Company.** Badr Investment & Finance Company ("**Badr**") will have:
- (i) sold all of its shares in the capital of the OJVG to Teranga, the Purchaser or one of their affiliates prior to or contemporaneously with the Closing; or
 - (ii) waived any rights of first refusal under Article 24 of the OJVG Shareholders Agreement to acquire its pro rata share of the Purchased Shares and consented to the transfer of the Purchased Shares to the Purchaser, on terms satisfactory to the Purchaser acting reasonably. The Purchaser shall use all commercially reasonable efforts to obtain such shares of Badr or such waiver and consent.
- (e) **Franco Nevada Financing.** Teranga shall have completed the Franco Nevada Financing, and Teranga shall have received the net proceeds therefrom.
- (f) **Bendon Transfer Documents.** The Bendon Transfer Documents shall have been delivered to the Purchaser in form and substance satisfactory to the Purchaser, acting reasonably. The Purchaser shall use all commercially reasonable efforts to obtain the signatures of the directors of OJVG (other than those directors appointed by the Vendor) and the shareholders of OJVG (other than the Vendor) to the resolutions referred to in the Bendon Transfer Documents.
- (g) **Deliveries.** The Vendor shall deliver or cause to be delivered to the Purchaser the following in form and substance satisfactory to the Purchaser, acting reasonably:
- (i) certified copies of (a) the charter documents and by laws of the Vendor, (b) all resolutions of the board of directors of the Vendor approving the entering into and completion of the transaction contemplated by this Agreement and the Ancillary Agreements, and (c) a list of the directors and officers of the Vendor authorized to sign agreements together with their specimen signatures;
 - (ii) a certificate of status, compliance, good standing or like certificate with respect to the Vendor issued by appropriate government officials of its jurisdiction of incorporation;
 - (iii) the certificates referred to in Section 6.1(a) and Section 6.1(b);
 - (iv) a duly executed resignation effective as at the Closing of each director and officer of the OJVG and SOMIGOL appointed by the Vendor;
 - (v) evidence of the withdrawal or termination of the Bendon Litigation and a release from the Vendor in favour of Teranga, Sabodala Holding Limited and Oromin Explorations Ltd. of all claims related to the Bendon Litigation substantially in the form of the release in Schedule "E"; and

- (vi) a waiver of any rights of first refusal under Article 24 of the OJVG Shareholders Agreement to acquire its pro rata share of any shares of the OJVG owned by Badr and consent to the transfer of such shares of OJVG to the Purchaser.
- (h) **Change in Law.** No Governmental Entity shall have enacted, issued, promulgated, enforced or entered any Law which is then in effect and has the effect of making illegal or otherwise preventing or prohibiting consummation of the transactions contemplated by this Agreement. Notwithstanding anything contained herein to the contrary, it shall not be a condition to the Closing under this Agreement that the Government of Senegal shall have waived, to the extent such waiver may be required, any right it or any Senegalese nationals may have to acquire an additional twenty-five percent (25%) interest in SOMIGOL pursuant to Section 21.4 of the Concession.
- (i) **No Legal Action.** No action or proceeding will be pending or threatened by any Person (other than the Purchaser), and no order or notice will have been made, issued or delivered by any Governmental Entity, seeking to enjoin, restrict or prohibit, or enjoining, restricting or prohibiting, on a temporary or permanent basis any of the transactions contemplated by this Agreement or imposing any temporary or permanent terms or conditions on the transactions contemplated by this Agreement, the Business including requiring that any Assets or the Purchased Shares be held separate or divested or otherwise limiting the right of the Purchaser to conduct the Business after Closing on substantially the same basis as heretofore operated (collectively, an “**Adverse Legal Determination**”), provided, however, that in the case of any such threatened action or proceeding, such action or proceeding would reasonably be expected to result in an order or injunction enjoining, restricting or prohibiting any of the transactions contemplated in this Agreement or result in an Adverse Legal Determination; provided, however, that such Adverse Legal Determination as it relates to the Business or the conduct of the Business after Closing would reasonably be expected to result in a Material Adverse Change.

Section 6.2 Conditions for the Benefit of the Vendor.

The purchase and sale of the Purchased Shares is subject to the following conditions being satisfied on or prior to the Closing Date, which conditions are for the exclusive benefit of the Vendor and may be waived, in whole or in part, by the Vendor in its sole discretion.

- (a) **Truth of Representations and Warranties.** The representations and warranties of the Purchaser and Teranga contained in this Agreement or in any Ancillary Agreement that are qualified by the expression “Material Adverse Change” or other materiality qualification shall be true and correct as of the date of this Agreement and as of the Closing Date as if made on and as of such Closing Date (except to the extent that such representations and warranties speak as of an earlier date or as of a particular date or period in which event such representations and warranties shall be true and correct as of such earlier date or

as of such particular date or period) and all other representations and warranties of the Purchaser and Teranga shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such Closing Date (except to the extent that such representations and warranties speak as of an earlier date or as of a particular date or period in which event such representations and warranties shall be true and correct as of such earlier date or as of such particular date or period) and each of the Purchaser and Teranga shall have executed and delivered to the Vendor a certificate of a senior officer of the Purchaser and Teranga (on each of the Purchaser and Teranga's behalf and without personal liability) confirming the same as of the Closing Date in a form to be agreed by the Vendor, the Purchaser and Teranga acting reasonably.

- (b) **Performance of Covenants.** Each of the Purchaser and Teranga shall have fulfilled or complied in all material respects with all covenants contained in this Agreement and in any Ancillary Agreement required to be fulfilled or complied with by it at or prior to the Closing, and each of the Purchaser and Teranga shall have executed and delivered to the Vendor a certificate of a senior officer of the Purchaser and Teranga (on each of the Purchaser and Teranga's behalf and without personal liability) confirming the same as of the Closing Date in a form to be agreed by the Vendor, the Purchaser and Teranga acting reasonably
- (c) **Deliveries.** The Purchaser and Teranga shall deliver or cause to be delivered to the Vendor the following in form and substance satisfactory to the Vendor, acting reasonably:
 - (i) certified copies of (i) its charter documents and extracts from its by-laws relating to the execution of documents, (ii) all resolutions of its board of directors approving the entering into and completion of the transactions contemplated by this Agreement and the Ancillary Agreements, and (iii) a list of its officers and directors authorized to sign agreements together with their specimen signatures;
 - (ii) a certificate of status, compliance, good standing or like certificate with respect to the Purchaser and Teranga issued by appropriate government official of the jurisdiction of its incorporation;
 - (iii) the certificates referred to in Section 6.2(a) and Section 6.2(b); and
 - (iv) a release from Teranga, Sabodala Holding Limited and Oromin Explorations Limited. in favor of the Vendor of any claims related to the Bendon Litigation and a release from the Purchaser, Teranga, Sabodala Holding Limited and Oromin Explorations Limited. in favour of the Vendor relating to the operation of the OJVG related to the OJVG Golouma Gold Project, other than with respect to any matters that are the subject of this Agreement (including, for greater certainty, operational

matters underlying any of the representations and warranties herein) substantially in the form of the release in Schedule "E".

- (d) **No Legal Action.** No action or proceeding will be pending or threatened by any Person (other than the Vendor, Teranga, the Purchaser or the OJVG), and no order or notice will have been made, issued or delivered by any Governmental Entity seeking to enjoin, restrict or prohibit, or enjoining, restricting or prohibiting, on a temporary or permanent basis any of the transactions contemplated by this Agreement or imposing any temporary or permanent terms or conditions on the transactions contemplated by this Agreement.

ARTICLE 7 CLOSING

Section 7.1 Date, Time and Place of Closing.

The completion of the transaction of purchase and sale contemplated by this Agreement will take place at the offices of Stikeman Elliott LLP, Suite 5300, Commerce Court West, Toronto, Ontario, at 8:00 a.m. (Toronto time) on the Closing Date or at such other place, on such other date and at such other time as may be agreed upon in writing between the Vendor and the Purchaser.

Section 7.2 Closing Procedures.

Subject to satisfaction or waiver by the relevant Party of the conditions of closing, on the Closing Date, the Vendor shall deliver actual possession of the Bendon Transfer Documents and upon such delivery the Purchaser shall pay or satisfy the Purchase Price in accordance with Section 2.3.

ARTICLE 8 TERMINATION

Section 8.1 Termination Rights.

This Agreement may, by notice in writing given prior to or on the Closing Date, be terminated:

- (a) by mutual consent of the Vendor, the Purchaser and Teranga;
- (b) by the Purchaser or Teranga:
 - (i) if any of the conditions in Section 6.1 have not been satisfied as of the Closing Date (other than those conditions that by their nature are to be satisfied by actions taken at the Closing, but subject to such conditions being satisfied assuming a Closing would occur) and the Purchaser has not waived such condition at or prior to Closing and such conditions are incapable of being satisfied by the Outside Date, as reasonably determined by the Purchaser, and provided that the Purchaser is not then

in breach of this Agreement so as to cause any condition in Section 6.1 not to be satisfied; or

- (ii) at any time if there has occurred a Material Adverse Change;
- (c) by the Vendor if any of the conditions in Section 6.2 have not been satisfied as of the Closing Date other than those conditions that by their nature are to be satisfied by actions taken at the Closing, but subject to such conditions being satisfied assuming a Closing would occur) and the Vendor has not waived such condition at or prior to Closing and such conditions are incapable of being satisfied by the Outside Date, as reasonably determined by the Vendor, and provided that the Vendor is not then in breach of this Agreement so as to cause any condition in Section 6.2 not to be satisfied; or
- (d) by any Party:
 - (i) if the Closing has not occurred by the end of the day on the Outside Date, provided that a Party may not terminate this Agreement under this clause 8.1(d)(i) if it has failed to perform any one or more of its obligations or covenants under this Agreement required to be performed at or prior to Closing and such failure or breach has been the cause of, or resulted in, the failure of the Closing to occur by such Outside Date; or
 - (ii) if after the date of this Agreement any Law is enacted or made (or any Law is amended) that makes the consummation of any of the transactions contemplated by this Agreement illegal or otherwise prohibited or enjoins the consummation of any of the transactions contemplated by this Agreement, and such Law (if applicable) or injunction shall have become final and non-appealable; provided, however, that the failure to obtain the waiver of the Government of Senegal, to the extent any such waiver may be required pursuant to Section 21.4 of the Concession, of its right or the right of any Senegalese nationals to acquire an additional twenty-five percent (25%) interest in SOMIGOL shall not be a termination event; or
 - (iii) if there has been a material breach of any provision of this Agreement by the other Party and such breach, if capable of being cured, has not been cured within 15 days following notice of such breach by the non-breaching Party; or
 - (iv) to the extent they are permitted to terminate this Agreement pursuant to the provisions of Section 5.7.

Section 8.2 Effect of Termination.

- (1) Each Party's right of termination under this Article is in addition to any other rights expressly provided under this Agreement. If a Party waives compliance with any of the

conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.

- (2) If this Agreement is terminated pursuant to Section 8.1, all obligations of the Parties under this Agreement will terminate, except that each Party's obligations under Section 11.3, Section 11.5 and Section 11.7 will survive any termination hereof pursuant to Section 8.1.
- (3) No Party may elect not to complete the transactions contemplated hereby pursuant to the conditions set forth herein or any termination right arising therefrom under Sections 8.1(b), (c) or (d) (ii) unless, prior to the Closing Date, the Party intending to rely thereon has delivered a written notice to the other Parties specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the non-fulfilment of the applicable condition or termination right, as the case may be.

ARTICLE 9 LIABILITY FOR REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

Section 9.1 Liability for Representations and Warranties.

- (1) The representations and warranties of the Vendor, Purchaser and Teranga contained in this Agreement, any Ancillary Agreement and the certificates to be delivered pursuant to Section 6.1(a) and Section 6.2(a) will survive the Closing and continue in full force and effect for a period of eighteen (18) months after the Closing Date, except that:
 - (a) the representations and warranties set out in Sections 1, 2, 3, 4, 6 and 7 of Schedule "B", and the corresponding representations and warranties set out in the certificate to be delivered pursuant to Section 6.1(a) will survive and continue in full force and effect without limitation of time; and
 - (b) there is no limitation as to time for claims involving fraud or fraudulent misrepresentation.
- (2) The Vendor, the Purchaser and Teranga have no obligation or liability with respect to any representation or warranty made by it in this Agreement, any Ancillary Agreement or the certificates to be delivered pursuant to Section 6.1(a) and Section 6.2(a) after the end of the applicable time period specified in Section 9.1(1) except for claims relating to the representations and warranties that the Party has been notified of prior to the end of the applicable time period.
- (3) If the conditions in Section 6.1(a) and Section 6.1(b) have not been satisfied as of the Closing Date, and provided the Purchaser is not then in breach of this Agreement, the Purchaser's sole and exclusive remedy shall be a claim against the Vendor in an amount

equal to the Purchaser's actual costs and expenses incurred in connection with this Agreement (whether incurred by the Purchaser directly or incurred by Teranga for or on behalf of the Purchaser).

- (4) If the conditions in Section 6.2(a) and Section 6.2(b) have not been satisfied as of the Closing Date, and provided the Vendor is not then in breach of this Agreement, the Vendor's sole and exclusive remedy shall be a claim against the Purchaser and/or Teranga in an amount equal to Purchaser's actual costs and expenses incurred in connection with this Agreement.
- (5) If the Vendor is entitled to terminate this Agreement pursuant to the provisions of Section 5.7(1), the Vendor's sole and exclusive remedy shall be a claim against the Purchaser and/or Teranga, as the case may be, in an amount equal to the Vendor's actual costs and expenses incurred in connection with this Agreement.
- (6) If either the Purchaser or Teranga is entitled to terminate this Agreement pursuant to the provisions of Section 5.7, its sole and exclusive remedy shall be a claim against the Vendor in an amount equal to its actual costs and expenses incurred in connection with this Agreement.

Section 9.2 Indemnification.

- (1) Subject to Section 5.7, the Vendor shall indemnify and save the Purchaser and its respective shareholders, directors, officers, employees, agents and representatives harmless of and from, and shall pay for, any Damages suffered by, imposed upon or asserted against it or any of them after the consummation of the transactions contemplated by this Agreement as a result of, in respect of, connected with, or arising out of, under, or pursuant to:
 - (a) any material breach or inaccuracy of any representation or warranty given by the Vendor contained in this Agreement, any Ancillary Agreement or the certificate to be delivered pursuant to Section 6.1(a); and
 - (b) any failure of the Vendor to perform or fulfil any of its covenants or obligations under this Agreement or any Ancillary Agreement.
- (2) Subject to Section 5.7, the Purchaser and Teranga, jointly and severally, shall indemnify and save the Vendor and its respective shareholders, directors, officers, employees, agents and representatives harmless of and from, and shall pay for, any Damages suffered by, imposed upon or asserted against it or any of them after the consummation of the transactions contemplated by this Agreement as a result of, in respect of, connected with, or arising out of, under, or pursuant to:
 - (a) any material breach or inaccuracy of any representation or warranty given by the Purchaser or Teranga contained in this Agreement, any Ancillary Agreement or the certificate to be delivered pursuant to Section 6.2(a); and

- (b) any failure of the Purchaser or Teranga to perform or fulfil any of its covenants or obligations under this Agreement or any Ancillary Agreement.
- (3) The right to indemnification under Section 9.2(1) and Section 9.2(2) is subject to:
 - (i) Section 9.1, Section 9.2(4) and Articles 3 and 4;
 - (ii) an amount not to exceed in the aggregate \$50,000,000 (the “**Agreed Cap**”); provided, that, the Vendor’s representations and warranties contained in clauses (1), (2), (3), (4), (6) and (7) of Schedule “B” shall not be subject to the Agreed Cap; and provided, further that, no Party shall have an obligation to make any payment for Damages for indemnification or otherwise with respect to the matters described in Sections 9.2(1) and 9.2(2) until the total of all Damages with respect to such matters exceeds \$500,000, and then only for the amount by which such Damages exceed \$500,000; and
 - (iii) the duty to mitigate Damages set forth in Section 9.2(4).
- (4) The payment of any amount pursuant to Section 9.2 is subject to the Parties’ and any Indemnified Person’s obligation to use commercially reasonable efforts to mitigate any Damages which may be subject to indemnification hereunder. The provisions of this Section 9.2 shall survive any termination of this Agreement.

Section 9.3 Notification.

- (1) If a Third Party Claim is instituted or asserted against an Indemnified Person, the Indemnified Person shall notify the Indemnifying Party in writing of the Third Party Claim.
- (2) If an Indemnified Person becomes aware of a Direct Claim, the Indemnified Person shall notify the Indemnifying Party in writing of the Direct Claim.
- (3) Notice to an Indemnifying Party under this Section of a Direct Claim or a Third Party Claim is assertion of a claim for indemnification against the Indemnifying Party under this Agreement. Upon receipt of such notice, the provisions of Section 9.5 will apply to any Third Party Claim and the provisions Section 9.4 will apply to any Direct Claim.
- (4) The omission to notify the Indemnifying Party shall not relieve the Indemnifying Party from any obligation to indemnify the Indemnified Person, unless the notification occurs after the expiration of the specified period set out in Section 9.1 or (and only to that extent that) the omission to notify materially prejudices the ability of the Indemnifying Party to exercise its right to defend provided in Section 9.5.

Section 9.4 Direct Claims.

- (1) Following receipt of notice of a Direct Claim, the Indemnifying Party has 60 days to investigate the Direct Claim and respond in writing. For purposes of the investigation,

the Indemnified Person shall make available to the Indemnifying Party the information relied upon by the Indemnified Person to substantiate the Direct Claim, together with such other information as the Indemnifying Party may reasonably request.

- (2) If the Indemnifying Party disputes the validity or amount of the Direct Claim, the Indemnifying Party shall provide written notice of the dispute to the Indemnified Person within the 60 day period specified in Section 9.4(1). The dispute notice must describe in reasonable detail the nature of the Indemnifying Party's dispute. During the 30 day period immediately following receipt of a dispute notice by the Indemnified Person, the Indemnifying Party and the Indemnified Person shall attempt in good faith to resolve the dispute. If the Indemnifying Party and the Indemnified Person fail to resolve the dispute within that 30 day time period, the Indemnified Person is free to pursue all rights and remedies available to it, subject only to this Agreement. If the Indemnifying Party fails to respond in writing to the Direct Claim within the 60 day period specified in Section 9.4(1), the Indemnifying Party is deemed to have agreed to the validity and amount of the Direct Claim and shall promptly pay in full the amount of the Direct Claim to the Indemnified Person.

Section 9.5 Procedure for Third Party Claims.

- (1) Subject to the terms of this Section, upon receiving notice of a Third Party Claim, the Indemnifying Party may participate in the investigation and defence of the Third Party Claim and may also elect to assume the investigation and defence of the Third Party Claim.
- (2) The Indemnifying Party may not assume the investigation and defence of a Third Party Claim if:
 - (a) it relates to Taxes of the Indemnified Person, nor may the Indemnifying Party participate in the investigation and defence of such a claim;
 - (b) the Indemnifying Party is also a party to the Third Party Claim and the Indemnified Person determines in good faith that joint representation would be inappropriate;
 - (c) the Indemnifying Party fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend the Third Party Claim and provide indemnification with respect to the Third Party Claim;
 - (d) in the reasonable judgement of the Indemnified Person, such claim involves material reputational risks to the Indemnified Person;
 - (e) the Third Party Claim seeks relief against the Indemnified Person other than monetary damages or the Indemnified Person determines in good faith that there is a reasonable probability that the Third Party Claim may adversely affect it or its affiliates (as such term is defined in National Instrument 45-106) and the

Indemnified Person has notified the Indemnifying Party that it will exercise its exclusive right to defend, compromise or settle the Third Party Claim.

- (3) In order to assume the investigation and defence of a Third Party Claim, the Indemnifying Party must give the Indemnified Person written notice of its election within thirty (30) days of Indemnifying Party's receipt of notice of the Third Party Claim.
- (4) If the Indemnifying Party assumes the investigation and defence of a Third Party Claim:
 - (a) the Indemnifying Party shall pay for all costs and expenses of the investigation and defence of the Third Party Claim except that the Indemnifying Party shall not, so long as it diligently conducts such defence, be liable to the Indemnified Person for any fees of other counsel or any other expenses with respect to the defence of the Third Party Claim, incurred by the Indemnified Person after the date the Indemnifying Party validly exercised its right to assume the investigation and defence of the Third Party Claim;
 - (b) the Indemnifying Party shall reimburse the Indemnified Person for all costs and expenses incurred by the Indemnified Person in connection with the investigation and defence of the Third Party Claim prior to the date the Indemnifying Party validly exercised its right to assume the investigation and defence of the Third Party Claim;
 - (c) the Indemnified Person shall not contact or communicate with the Person making the Third Party Claim without the prior written consent of the Indemnifying Party, unless required by applicable Law;
 - (d) legal counsel chosen by the Indemnifying Party to defend the Third Party Claim must be satisfactory to the Indemnified Person, acting reasonably; and
 - (e) the Indemnifying Party may not compromise and settle or remedy, or cause a compromise and settlement or remedy, of a Third Party Claim without the prior written consent of the Indemnified Person, which consent may not be unreasonably withheld or delayed.
- (5) If the Indemnifying Party (i) is not entitled to assume the investigation and defence of a Third Party Claim under Section 9.5(2), (ii) does not elect to assume the investigation and defence of a Third Party Claim or (iii) assumes the investigation and defence of a Third Party Claim but fails to diligently pursue such defence, or the Indemnified Person concludes that the Third Party Claim is not being defended to its satisfaction, acting reasonably, the Indemnified Person has the right (but not the obligation) to undertake the defence of the Third Party Claim. In the case where the Indemnifying Party fails to diligently pursue the defence of the Third Party Claim or the Indemnified Person concludes that the Third Party Claim is not being defended to its satisfaction, acting reasonably, the Indemnified Person may not assume the defence of the Third Party

Claim unless the Indemnified Person gives the Indemnifying Party written demand to diligently pursue the defence and the Indemnifying Party fails to do so within 14 days after receipt of the demand, or such shorter period as may be required to respond to any deadline imposed by a court, arbitrator or other tribunal.

- (6) If, under Section 9.5(5), the Indemnified Person undertakes the investigation and defence of a Third Party Claim, the Indemnified Person may compromise and settle the Third Party claim but the Indemnifying Party shall not be bound by any compromise or settlement of the Third Party Claim effected without its consent (which consent may not be unreasonably withheld or delayed).
- (7) The Indemnified Person and the Indemnifying Party agree to keep each other fully informed of the status of any Third Party Claim and any related proceedings. If the Indemnifying Party assumes the investigation and defence of a Third Party Claim, the Indemnified Person shall, at the request and expense of the Indemnifying Party, use its reasonable efforts to make available to the Indemnifying Party, on a timely basis, those employees whose assistance, testimony or presence is necessary to assist the Indemnifying Party in investigating and defending the Third Party Claim. The Indemnified Person shall, at the request and expense of the Indemnifying Party, make available to the Indemnifying Party, or its representatives, on a timely basis all documents, records and other materials in the possession, control or power of the Indemnified Person, reasonably required by the Indemnifying Party for its use solely in defending any Third Party Claim which it has elected to assume the investigation and defence of. The Indemnified Person shall cooperate on a timely basis with the Indemnifying Party in the defence of any Third Party Claim.

ARTICLE 10 POST-CLOSING COVENANTS

Section 10.1 Access to Books and Records.

For a period of two (2) years from the Closing Date, the Purchaser shall retain all original accounting Books and Records relating to the OJVG that are part of the Books and Records existing on the Closing Date, but the Purchaser shall not be responsible or liable to the Vendor for or as a result of any accidental loss or destruction of or damage to any such Books and Records. So long as any such Books and Records are retained by the Purchaser pursuant to this Agreement, the Vendor shall have the reasonable right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any proper purpose and without undue interference to the business operations of the OJVG. The Purchaser shall have the right to have its representatives present during any such inspection.

Section 10.2 Vendor Confidentiality.

For a period of two (2) years after the Closing, the Vendor shall keep confidential all information in its possession or under its control relating to the OJVG and the Business, unless (i) such information is or becomes generally available to the public other than as a result of a disclosure by the Vendor in violation of this Agreement, (ii) the Vendor receives a request to

disclose such information by the Government of Senegal and is required by applicable Law to disclose such information, (iii) such information is required to be disclosed pursuant to Law, or (iv) disclosure of such information is necessary in order to enforce or exercise its rights under this Agreement or any Ancillary Agreement. If the Vendor is required or requested to disclose the confidential information, the Vendor will give the Purchaser prompt notice of that fact so that the Purchaser may seek a protective order or other remedy or waive compliance with this Agreement. The Vendor will reasonably cooperate with the Purchaser at no cost to the Vendor in the Purchaser's efforts to obtain a protective order or other remedy. Anything herein contained to the contrary notwithstanding, the Vendor shall have the right to disclose all such information to its Representatives.

Section 10.3 Further Assurances.

Each of the Parties shall do all such things and provide all such reasonable assurance as may be reasonably required with respect to their respective obligations hereunder to consummate the transactions contemplated by this Agreement, and each Party shall provide such further documents or instruments reasonably required by the other Parties with respect to such obligations as may be reasonably necessary or desirable to effect the purposes and intents of this Agreement and carry out its provisions, whether before or after the Closing.

ARTICLE 11 MISCELLANEOUS

Section 11.1 Notices.

Any notice, direction or other communication given regarding the matters contemplated by this Agreement or any Ancillary Agreement must be in writing, sent by personal delivery, courier, facsimile or email (confirmed by facsimile or email, as applicable, as received) and addressed:

(a) if to Purchaser or Teranga:

Teranga Gold Corporation
121 King Street West, Suite 2600
Toronto, Ontario M5H 3T9

Attention: Richard Young
Facsimile: (416) 594-0088
Email: ryoung@terangagold.com

with a copy (which shall not constitute notice) to:

Stikeman Elliott LLP
5300 Commerce Court West, 199 Bay Street
Toronto, Ontario M5L 1B9

Attention: Donald Belovich
Facsimile: (416) 947-0866
Email: dbelovich@stikeman.com

(b) if to Vendor:

to Bendon International Limited
P.O.Box 52558
Jeddah 21573,
Saudi Arabia

Attention: Gerald McDuffee
Email: geraldmcdufee@aol.com

with a copy (which shall not constitute notice) to:

Fulbright & Jaworski LLP
801 Pennsylvania Avenue, N.W.
Washington, D.C. 20004

Attention: Jeffrey Goodman
Email: jeffrey.goodman@nortonrosefulbright.com

Attention: Julie A. Tassi
julie.tassi@nortonrosefulbright.com

Facsimile: (202) 662-4643

A notice is deemed to be given and received (i) if sent by personal delivery or courier, on the date of delivery if it is a Business Day and otherwise on the next Business Day, (ii) if sent by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile, or (iii) if sent by email, on the Business Day following the confirmation of receipt of the originating email. A Party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a notice will be assumed not to be changed. Sending a copy of a notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the notice to that Party. The failure to send a copy of a notice to legal counsel does not invalidate delivery of that notice to a Party.

Section 11.2 Time of the Essence.

Time is of the essence in this Agreement.

Section 11.3 Specific Performance and Injunctive Relief.

The Parties agree that irreparable harm would occur for which monetary Damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed by the Parties in accordance with their specific terms or were otherwise breached. It is accordingly agreed that prior to the termination of this Agreement pursuant to Section 8.1, a Party shall be entitled, provided that such Party is not then in breach of this Agreement, to specific performance of the terms hereof, including injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to enforce compliance with the terms of this Agreement without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief and without the necessity of proving the inadequacy of money Damages as a remedy, this being in addition to any other remedy to which a Party may be entitled at Law, in equity, in contract, in tort or otherwise. No Party may terminate this Agreement pursuant to Section 8.1(d)(i) at any time that a proceeding brought by a Party is then pending before a court of competent jurisdiction seeking an injunction to prevent breach of the provisions of this Agreement by another Party or to enforce specifically this Agreement against another Party.

Section 11.4 Brokers.

The Vendor shall indemnify and save harmless the Purchaser, Teranga and the OJVG from and against any and all claims, losses and costs whatsoever for any commission or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for the Vendor or the OJVG. The Purchaser shall indemnify and save harmless the Vendor from and against any and all claims, losses and costs whatsoever for any commission or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for the Purchaser. These indemnities are not subject to any of the limitations set out in Article 9.

Section 11.5 Announcements.

Other than press releases of Teranga and/or the Purchaser to publicly announce the transactions contemplated hereby following the execution of this Agreement by the Parties, no press release, public statement or announcement or other public disclosure (a **"Public Statement"**) with respect to this Agreement or the transactions contemplated in this Agreement may be made prior to Closing except with the prior written consent of the Vendor and the Purchaser, or if required by Law or a Governmental Entity. Where the Public Statement is required by Law or a Governmental Entity, the Party required to make the Public Statement will use its commercially reasonable efforts to obtain the approval of the other Party as to the form, nature and extent of the disclosure. After the Closing, any Public Statement by the Vendor may be made only with the prior written consent and approval of the Purchaser unless the Public Statement is required by Law or a Governmental Entity, in which case the Vendor shall use its commercially reasonable efforts to obtain the approval of the Purchaser as to the form, nature and extent of the disclosure.

Section 11.6 Third Party Beneficiaries.

Except as otherwise provided in Section 9.2, the Vendor, Teranga and the Purchaser intend that this Agreement will not benefit or create any right or cause of action in favour of any

Person, other than the Parties. Except for the Indemnified Persons, no Person, other than the Parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum. Despite the foregoing, the Vendor acknowledges to each of the Purchaser's Indemnified Persons and the Purchaser acknowledges to each of the Vendor's Indemnified Persons their direct rights against the other under Section 9.2 of this Agreement. To the extent required by law to give full effect to these direct rights, the Vendor and the Purchaser agree and acknowledge that they are acting as agent and/or as trustee of their respective Indemnified Persons. The Parties reserve their right to vary or rescind the rights at any time and in any way whatsoever, if any, granted by or under this Agreement to any Person who is not a Party, without notice to or consent of that Person, including any Indemnified Person.

Section 11.7 Expenses.

Except as otherwise expressly provided in this Agreement, each Party will pay for its own costs and expenses incurred in connection with this Agreement, the Ancillary Agreements and the transactions contemplated by them. The fees and expenses referred to in this Section are those which are incurred in connection with the negotiation, preparation, execution and performance of this Agreement, and the transactions contemplated by this Agreement, including the fees and expenses of legal counsel, investment advisers and accountants.

Section 11.8 Amendments.

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by the Vendor, the Purchaser and Teranga.

Section 11.9 Waiver.

No waiver of any of the provisions of this Agreement or any Ancillary Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

Section 11.10 Non-Merger.

Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties will not merge on and will survive the Closing. Except as otherwise expressly provided in this Agreement, Closing will not prejudice any right of one Party against any other Party in respect of any right to damages or other remedies.

Section 11.11 Entire Agreement.

This Agreement, together with the Ancillary Agreements, constitutes the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect to such transactions. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement or any Ancillary Agreement. The Parties have

not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement and the Ancillary Agreements.

Section 11.12 Successors and Assigns.

- (1) This Agreement becomes effective only when executed by the Vendor, Teranga and the Purchaser. After that time, it will be binding upon and enure to the benefit of the Vendor, Teranga and the Purchaser and their respective successors and permitted assigns.
- (2) Except as provided in this Section 11.12, neither this Agreement nor any of the rights or obligations under this Agreement may be assigned or transferred, in whole or in part, by any Party without the prior written consent of the other Party.

Section 11.13 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

Section 11.14 Governing Law.

- (1) This Agreement is governed by and will be interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- (2) Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the Ontario courts situated in the City of Toronto and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.
- (3) The Vendor appoints Pierre Dagenais, Norton Rose Fulbright Canada LLP, Suite 3800, Royal Bank Plaza, South Tower, 200 Bay Street, P.O. Box 84, Toronto, Ontario M5J 2Z4 Canada as agent for the service of any process with respect to any matter arising under or related to this Agreement or any Ancillary Agreement. A copy of any process delivered to such agent also shall be delivered to Jeffrey Goodman at the address set forth in Section 11.1 hereto.
- (4) The Purchaser appoints 152928 Canada Inc. c/o Stikeman Elliott LLP, Suite 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, Canada M5L 1B9 as agent for the service of any process with respect to any matter arising under or related to this Agreement or any Ancillary Agreement.
- (5) Teranga appoints 152928 Canada Inc. c/o Stikeman Elliott LLP, Suite 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, Canada M5L 1B9 as agent for the service of any process with respect to any matter arising under or related to this Agreement or any Ancillary Agreement.

- (6) EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.

Section 11.15 Language.

The Parties expressly acknowledge that they have requested that this Agreement and all ancillary and related documents thereto be drafted in the English language only. Les parties aux présentes reconnaissent avoir exigé que la présente entente et tous les documents qui y sont accessoires soient rédigés en anglais seulement.

Section 11.16 Counterparts.

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement.

Section 11.17 Limitation on Liability.

- (1) No director or officer of a Party shall have any personal liability whatsoever to any other Party under this Agreement, the Ancillary Agreements, or any other document delivered in connection with the transactions contemplated hereby on their behalf.
- (2) Notwithstanding anything else to the contrary herein, each Party acknowledges and agrees that no Party shall be liable for consequential, special, indirect or punitive damages in connection with this Agreement, any Ancillary Agreement or the certificates to be delivered hereunder or the transactions contemplated hereby or thereby.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF the Parties have executed this Share Purchase Agreement.

BENDON INTERNATIONAL LIMITED

By: (signed) "Gerald McDuffee"

Name: Gerald McDuffee

Title: Director

**TERANGA GOLD (BVI)
CORPORATION**

By: (signed) "Richard Young"

Name: Richard Young

Title: Director

TERANGA GOLD CORPORATION

By: (signed) "Richard Young"

Name: Richard Young

Title: Chief Executive Officer

SCHEDULE "A"

DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

"Accounts Receivable" means all accounts receivable, notes receivable and other debts due or accruing due to the OJVG.

"Agreed Cap" has the meaning specified in Section 9.2.

"Agreement" means this share purchase agreement.

"Ancillary Agreements" means all agreements, certificates and other instruments delivered or given pursuant to this Agreement.

"Assets" means all property and assets of the OJVG of every nature and kind and wheresoever situate including (i) the interests in the Lands, Concessions or Exploration Properties and the Buildings and Fixtures located thereon, (ii) all machinery, equipment, technology and communications hardware and infrastructure, furniture, accessories and supplies of all kinds, (iii) all trucks, cars and other vehicles, (iv) all inventories, (v) all Accounts Receivable and the full benefit of all security for the Accounts Receivable, (vi) all prepaid expenses, (vii) all right, title and interest of the OJVG in and to the intellectual property owned by, licensed to or used by the OJVG, (viii) the full benefit of all Contracts to which the OJVG is a party, and (ix) the Books and Records and the Corporate Records.

"ASX" means the Australian Securities Exchange.

"Authorization" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person.

"Badr" means Badr Investment & Finance Company.

"Bendon Litigation" means all litigation of every kind whatsoever commenced by Bendon or any of its affiliates against Oromin Explorations Limited or its affiliates and/or Teranga or its affiliates, including the statement of claim of Bendon filed with the Ontario Superior Court of Justice on June 13, 2013, Court file No. CV-13-482678 naming Oromin Explorations Limited, Sabodala Holding Limited, and Teranga as defendants.

"Bendon Loan" has the meaning specified in Section 2.1(2).

“Bendon Transfer Documents” means in respect of (i) the Purchased Shares to be transferred to the Purchaser pursuant to this Agreement (a) the share certificate duly endorsed in blank for transfer to the Purchaser, (b) a copy of the resolutions of the board of directors of OJVG signed by the directors of OJVG approving the transfer of the Purchased Shares and updating the Register of Members of OJVG, (c) a copy of the unanimous shareholders resolution of OJVG signed by each shareholder of OJVG in respect of the Purchaser as the holder of the Purchased Shares held by the Vendor and (ii) the Bendon Loan, representing all of OJVG’s liabilities and obligations outstanding to the Vendor (a) the loan agreement evidencing the Bendon Loan and assigned to the Purchaser; (b) copy of the resolutions of the board of directors of OJVG signed by the directors of OJVG in respect of the assignment of the Bendon Loan to the Purchaser, and (c) a copy of the unanimous shareholders resolution of OJVG signed by the shareholders of OJVG in respect of the transfer of the Bendon Loan to the Purchaser.

“Books and Records” means all information in any form relating to the Business, including books of account, financial and accounting information and records, personnel records, tax records, sales and purchase records, customer and supplier lists, lists of potential customers, referral sources, research and development reports and records, production reports and records, equipment logs, operating guides and manuals, business reports, plans and projections, marketing and advertising materials (whether in written, printed, electronic or computer printout form, or stored on computer discs or other data and software storage and media devices).

“Buildings and Fixtures” means all plant, buildings, structures, erections, improvements, appurtenances and fixtures (including fixed machinery and fixed equipment) situate on any of the Lands, Concessions or Exploration Properties.

“Business” means the acquisition, exploration, and development of mineral properties in the Republic of Senegal, including the OJVG Gold Project, which is comprised primarily of the Masato and Golouma gold deposits.

“Business Day” means any day of the year, other than a Saturday, Sunday or any day on which Canadian chartered banks are closed for business in Toronto, Ontario.

“Closing” means the completion of the transaction of purchase and sale contemplated in this Agreement.

“Closing Date” means December 31, 2013 or such earlier or later date as the Parties may agree in writing, provided that such date may not be later than the Outside Date.

“Concessions” means any mining concession, claim, lease, licence, permit or other right to explore for, exploit, develop, mine or produce minerals or any interest therein which OJVG owns or has a right or option to acquire or use, whether directly or indirectly, all as indicated in the list set out Schedule “D”.

“Contract” means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding, joint venture, partnership or other right or obligation (written or oral) to which OJVG is a party or by which OJVG or any of its subsidiaries is bound or affected or to which any of its properties or assets is subject.

“Corporate Records” means the corporate records of the OJVG, including (i) all constating documents and by-laws, (ii) all minutes of meetings and resolutions of shareholders and directors (and any committees), and (iii) the share certificate books, securities register, register of transfers and register of directors.

“Damages” means any losses, liabilities, damages or expenses (including reasonable legal fees and expenses but excluding consequential, special, indirect or punitive damages) whether resulting from an action, suit, proceeding, arbitration, claim or demand that is instituted or asserted by a third party, including a Governmental Entity, or a cause, matter, thing, act, omission or state of facts not involving a third party.

“Direct Claim” means any cause, matter, thing, act, omission or state of facts not involving a Third Party Claim which entitles an Indemnified Person in accordance with the provisions of this Agreement to make a claim for indemnification under this Agreement.

“Employee Plans” means all the employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, retirement, stock option, stock purchase, stock appreciation, health, welfare, medical, dental, disability, life insurance and similar plans, programmes, arrangements or practices relating to the current or former directors, officers or employees of the OJVG or SOMIGOL maintained, sponsored or funded by the OJVG or SOMIGOL, whether written or oral, funded or unfunded, insured or self-insured, registered or unregistered under which the OJVG or SOMIGOL may have any liability, contingent or otherwise.

“Environmental Laws” means all Laws imposing obligations, responsibilities, liabilities or standards of conduct for or relating to: (a) the regulation or control of pollution, contamination, activities, materials, substances or wastes in connection with or for the protection of human health or safety, the environment or natural resources (including climate, air, surface water, groundwater, wetlands, land surface, subsurface strata, wildlife, aquatic species and vegetation); or (b) the use, generation, disposal, treatment, processing, recycling, handling, transport, distribution, destruction, transfer, import, export or sale of Hazardous Substances.

“Exploration Properties” means the properties described in Schedule “D”.

“Franco Nevada Financing” means the \$135 million streaming facility to be provided by Franco-Nevada (Barbados) Corporation to Teranga, on terms satisfactory to Teranga in its sole discretion.

“Foreign Antitrust Filing” means a filing that must be made by any or all of the Parties to a Governmental Entity under any applicable antitrust, competition or similar Law applicable to the transactions contemplated by this Agreement.

“Governmental Entity” means (i) any governmental or public department, central bank, court, commission, tribunal, board, bureau, agency, whether international, multinational, national, federal, provincial, state, county, municipal, local, (ii) any subdivision or authority of any of the above; (iii) any stock exchange; and (iv) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

“Hazardous Substance” means any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous or deleterious substance, waste or material, including hydrogen sulphide, arsenic, cadmium, copper, lead, mercury, petroleum, polychlorinated biphenyls, asbestos and urea-formaldehyde insulation, and any other material or contaminant regulated or defined pursuant to, or that could result in liability under, any Environmental Law.

“IFRS” means International Financial Reporting Standards as adopted by the International Accounting Standards Board.

“Indemnified Person” means a Person with indemnification rights or benefits under Section 9.2, or otherwise under this Agreement.

“Indemnifying Party” means a Party against which a claim may be made for indemnification under this Agreement, including pursuant to Article 9.

“Interim Financial Statements” means the unaudited consolidated financial statements of the OJVG as at May 31, 2013 consisting of a balance sheet and the accompanying unaudited statement of income of the OJVG for the three- month period ended May 31, 2013 and all notes in respect thereof.

“Interim Period” means the period between the close of business on the date of this Agreement and the Closing.

“Lands” means all interests in real and immoveable property interests, including licenses, leases, rights of way, surface rights, easements, permits permitting the use of land or other real property interests (but excluding the Concessions) which the OJVG owns or has an interest in or has an option or other right to acquire, whether directly or indirectly, all as indicated in Schedule “D”.

“Laws” means any and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws, (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Governmental Entity and (iii) policies, guidelines, notices and protocols of any Governmental Entity.

“Lien” means any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), easement, title retention agreement or arrangement, conditional sale, deemed or statutory trust, restrictive covenant or other encumbrance of any nature which, in substance, secures payment or performance of an obligation.

“Material Adverse Change” means any change, effect, event or occurrence that individually or in the aggregate with other such changes, effects, events or occurrences, is or would reasonably be expected to be material and adverse to the (a) assets, liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), business, operations, results of operations, capital, property, obligations (whether absolute, accrued, conditional or otherwise) or financial condition of OJVG, taken as a whole or (b) the continued ownership, development and operation of the Exploration Properties, in each case, except any change, effect, event or occurrence resulting from or relating to: (i) the announcement of the execution of this Agreement or the transactions contemplated hereby or the performance of any obligation hereunder or communication by Purchaser of its plans or intentions with respect to OJVG; (ii) general economic, financial, currency exchange, securities or commodity market conditions in Canada or the United States; (iii) changes affecting the global gold mining industry generally; (iv) any change in the market price of gold; (v) the commencement, occurrence or continuation of any war, armed hostilities or acts of terrorism; (vi) any change in applicable Laws or in the interpretation thereof by any Governmental Entity; (vii) any change in IFRS; (viii) any natural disaster; or (ix) any failure to obtain a waiver, to the extent required, from the Government of Senegal with respect to its right or any right of Senegalese nationals to acquire an additional twenty-five percent (25%) interest in SOMIGOL pursuant to Section 21.4 of the Concession; provided however, that with respect to clauses (ii) to (ix) that it does not have a materially disproportionate effect on OJVG relative to comparable exploration and/or mining companies.

“OJVG” means Oromin Joint Venture Group Ltd., a corporation incorporated under the laws of the British Virgin Islands.

“OJVG Shareholders Agreement” means the shareholders agreement dated December 18, 2006, as amended January 1, 2007 and including any subsequent amendments thereto, among OJVG, the Vendor, the Purchaser and Badr.

“Operator” has the meaning specified in Section 5.1(1).

“Oromin” means Oromin Explorations Limited., a corporation incorporated under the laws of British Columbia.

“Outside Date” means January 17, 2014 or such earlier or later date as the Parties may agree in writing.

“Ordinary Course” means, with respect to an action taken by a Person, that such action is consistent with the past practices of the Person and is taken in the ordinary course of the normal day-to-day operations of the Person.

“Parties” means the Vendor, the Purchaser and Teranga and any other Person who may become a party to this Agreement.

“Permit” means any license, permit, certificate, consent, order, grant, approval, classification, restriction, registration, flagging or other Authorization of, from, or required by any Governmental Entity.

“Person” means an individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

“Public Statement” has the meaning specified in Section 11.5.

“Purchase Price” has the meaning specified in Section 2.2.

“Purchased Shares” has the meaning specified in Section 2.1.

“Purchaser” means Teranga Gold (BVI) Corporation.

“Representation and Warranty Correction Notice” has the meaning specified in Section 5.7(1).

“Representative” has the meaning specified in Section 5.2.

“SOMIGOL” means Société des Mines de Golouma SA, a joint stock corporation organized and existing under the laws of Senegal.

"Taxes" means any and all taxes, imposts, levies, withholdings, duties, fees, premiums, assessments and other charges of any kind, however denominated and instalments in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Entity, including for greater certainty all income or profits taxes (including income taxes), payroll and employee withholding taxes, employment taxes, unemployment insurance, disability taxes, social insurance taxes, sales and use taxes, ad valorem taxes, excise taxes, goods and services taxes, harmonized sales taxes, franchise taxes, gross receipts taxes, capital taxes, business license taxes, mining royalties, alternative minimum taxes, estimated taxes, abandoned or unclaimed (escheat) taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, severance taxes, workers' compensation, government pension plan premiums or contributions and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, which the OJVG or any of its subsidiaries is required to pay, withhold or collect, together with any interest, penalties or other additions to tax that may become payable in respect of such taxes, and any interest in respect of such interest, penalties and additions whether disputed or not;

"Teranga" means Teranga Gold Corporation.

"Third Party Claim" means any action, suit, proceeding, arbitration, claim or demand that is instituted or asserted by a third party, including a Governmental Entity, against an Indemnified Person which entitles the Indemnified Person in accordance with the provisions of this Agreement to make a claim for indemnification under this Agreement.

"TSX" means the Toronto Stock Exchange.

"Vendor" means Bendon International Limited.

SCHEDULE "B"

REPRESENTATIONS AND WARRANTIES OF THE VENDOR

- (1) **Incorporation and Corporate Power.** The Vendor is a corporation incorporated and existing under the laws of the British Virgin Islands. The Vendor has the corporate power and authority to enter into and perform its obligations under this Agreement and each of the Ancillary Agreements to which it is a party.
- (2) **Corporate Authorization.** The execution and delivery of and performance by the Vendor of this Agreement and each of the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated by them have been duly authorized by all necessary corporate action on the part of the Vendor. The transfer of the Purchased Shares to the Purchaser has been authorized by all necessary corporate action on the part of the Vendor.
- (3) **No Conflict.** The execution and delivery of and performance by the Vendor of this Agreement and each of the Ancillary Agreements to which it is a party:
 - (a) do not and will not (or would not with the giving of notice, the lapse of time) constitute or result in a violation or breach of, conflict with, or require the consent of any third party that has not been obtained (other than under Article 24 of the OJVG Shareholders Agreement or Section 6 of the Articles of OJVG), or allow any other Person to exercise any rights under, any of the terms or provisions of its constating documents or by-laws;
 - (b) do not and will not (or would not with the giving of notice, the lapse of time) constitute or result in a breach or violation of, conflict with, or require the consent of any third party that has not been obtained or allow any other Person to exercise any rights under, any of the terms or provisions of any Contracts to which it is a party other than under the OJVG Shareholders Agreement or Section 6 of the Articles of OJVG; and
 - (c) do not and will not result in the violation of any Law to which the Vendor is subject.
- (4) **Execution and Binding Obligation.** This Agreement and each of the Ancillary Agreements to which the Vendor is a party have been duly executed and delivered by the Vendor and constitute legal, valid and binding agreements of the Vendor, enforceable against it in accordance with their respective terms subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up insolvency, reorganization, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies including specific performance and injunction and which may be granted in any other proceeding, whether at law or in equity.

- (5) **Authorizations and Consents.** There is no requirement on the part of the Vendor or to the knowledge of the Vendor, OJVG to make any filing with or give any notice to any Governmental Entity, or obtain any order, permit, approval, waiver, licence or similar authorization from any Governmental Entity in connection with the completion of the transactions contemplated by this Agreement, which, if not obtained individually or in the aggregate, would be reasonably expected to have a Material Adverse Change or a material impact on the ability of the Vendor to proceed with the completion of the transactions contemplated by this Agreement.
- (6) **No Other Agreements to Purchase.** Except for the Purchaser's right under this Agreement, no person has any written or oral agreement, option or warrant or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming such for the purchase or acquisition from the Vendor of any of the Purchased Shares other than under Section 6 of the Articles of OJVG and Article 24 of the OJVG Shareholders Agreement and other than any rights the Government of Senegal may assert under Article 21 of the Concession.
- (7) **Title to Purchased Shares.** The Purchased Shares are owned by the Vendor as the registered and beneficial owner with a good title, free and clear of all liens, charges, pledges, security interests and other encumbrances other than those restrictions on transfer, if any, contained in the OJVG Shareholders Agreement and the articles of OJVG. Upon completion of the transaction contemplated by this Agreement, the Purchaser will have good and valid title to the Purchased Shares, free and clear of all liens, charges, pledges, security interests and other encumbrances other than those restrictions on transfer, if any, contained in the OJVG Shareholders Agreement and the articles of OJVG.
- (8) **Capitalization.** To the Vendor's knowledge, the Purchased Shares have been issued in compliance with all applicable Laws. To the Vendor's knowledge, there are no outstanding securities convertible into, exchangeable for or carrying the right to acquire equity securities of OJVG or SOMIGOL or subscriptions, warrants, options, shareholder rights plans, agreements, arrangements or commitments (pre-emptive, contingent or otherwise), outstanding stock appreciation rights, phantom equity or similar rights or other arrangements or commitments obligating OJVG or SOMIGOL to issue or dispose of any of its equity securities or any ownership interest therein or any securities or obligations convertible into, or exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any securities of OJVG or SOMIGOL.
- (9) **No Action.** The Vendor is not aware of any action, suit or proceeding, at law or at equity, for or by any court or any federal, state, provincial, municipal or other governmental department, commission, board, agency or instrumentality which would prevent or materially adversely affect the transactions contemplated by this Agreement other than the notice received by OJVG from the Ministry of Economics

and Finance of the Government of Senegal dated October 3, 2013 relating to employee tax withholdings (the "Tax Claim").

- (10) **Brokers.** Other than Credit Suisse Securities (Europe) Limited, no person engaged by the Vendor is or will be entitled to receive any broker's, finder's, investment banker's, financial adviser's or similar fee in connection with this Agreement or any of the transactions contemplated hereby.
- (11) **Related Party Transactions.** Neither the Vendor nor any of its affiliates (other than OJVG and SOMIGOL) (a) has any interest in any property (real, personal, or mixed and whether tangible or intangible), used in or pertaining to OJVG's business, (b) owns, of record or as a beneficial owner, a material equity interest in a Person that has material business dealings with OJVG, (c) is owed any money by OJVG or SOMIGOL, other than for the Bendon Loan from the Vendor to OJVG or for services rendered or reimbursable expenses, or owes any money to OJVG or SOMIGOL except for advances made in the ordinary course of business. There are no Contracts or other transactions currently in place between the Vendor, on the one hand, and to its knowledge: (i) any officer or director of OJVG; (ii) any holder of record or any beneficial owner of the OJVG Shares (other than the Purchaser); and (iii) any affiliate or associate of any such, officer, director, holder of record or beneficial owner, on the other hand.
- (12) **No Undisclosed Liabilities.** To the Vendor's knowledge, OJVG or SOMIGOL has no outstanding obligations, indebtedness or liabilities, except for: (a) those specifically identified in the Interim Financial Statements; or (b) those incurred in the ordinary course of business since May 31, 2013, that are not and would not, individually or in the aggregate with all other liabilities and obligations of OJVG (other than under Article 21 of the Concession in relation to the potential obligation of OJVG to sell up to 25% of the equity interest in SOMIGOL to Senegalese nationals or the Republic of Senegal) those disclosed on OJVG's balance sheet and or the notes thereto and the Tax Claim) reasonably be expected to result in a Material Adverse Change.
- (13) **Litigation.** To the Vendor's knowledge, (a) there are no material claims, actions, suits, grievances, complaints or proceedings pending or threatened affecting OJVG or SOMIGOL or affecting any of its property or assets or the business of OJVG or SOMIGOL, at law or in equity, before or by any Governmental Entity, including matters arising under Environmental Laws (other than the Tax Claim); (b) neither OJVG, SOMIGOL nor any of their respective assets or properties is subject to any outstanding material judgment, order, writ, injunction or decree, which has had or is reasonably likely to result in a Material Adverse Change or which would prevent or materially delay consummation of the transactions contemplated by the Agreement; (c) nor are there any events, circumstances which could reasonably be expected to give rise to any such claim, action, proceeding or investigation (provided that the representation in this section shall not apply to claims, actions, proceedings or

investigations which may arise after the date of this Agreement which do not have a reasonable prospect of succeeding or, if successful would not give rise to, nor reasonably be expected to give rise to or result in a Material Adverse Change or which would prevent or materially delay consummation of the transaction contemplated by the Agreement).

- (14) **Operational Matters.** To the Vendor's knowledge, except as would not in the aggregate be reasonably expected to result in an Material Adverse Change, the OJVG and SOMIGOL have not granted any royalty, charges, rents, royalty interest or similar payment or interest in the Lands, Concessions, or any minerals or product derived from the Lands, whether registered or unregistered, to the Senegalese government or to any other third party, that adversely affects, or would reasonably be expected to adversely affect the mining rights of OJVG or SOMIGOL.
- (15) **Compliance with Laws.** To the Vendor's knowledge, the OJVG and SOMIGOL have complied in all material respects with and is not in violation and has not received any notice of any alleged violation of any applicable Laws, licenses, registrations, Permits, consents and qualifications other than the Tax Claim and other than non-compliance or violations which would not, individually or in the aggregate, result in a Material Adverse Change. To the Vendor's knowledge, each of the OJVG and SOMIGOL is not in conflict with, or in default under or in violation of any agreement or understanding to which it or by which any of its properties or assets is bound or affected, other than where such conflict or default would not, individually or in the aggregate, result in a Material Adverse Change.
- (16) **Expropriation.** To the Vendor's knowledge, no part of the property or assets of OJVG or SOMIGOL have been taken, condemned or expropriated by any Governmental Entity nor has any written notice or proceeding in respect thereof been given or commenced nor is there any intent or proposal to give such notice or commence any such proceedings.
- (17) **Rights of Other Persons.** To the Vendor's knowledge, other than pursuant to Article 24 of the OJVG Shareholders Agreement, Section 6 of the Articles of OJVG and Article 21 of the Concession, no person has any right of first refusal or option to purchase or any other right of participation in any of the material properties or assets owned by OJVG or SOMIGOL, or any part thereof.
- (18) **Restrictions on Business Activities.** To the Vendor's knowledge, there is no arbitral award, judgment, injunction, constitutional ruling, order or decree binding upon OJVG or SOMIGOL that has or could reasonably be expected to have the effect of prohibiting, restricting, or impairing any business practice of OJVG or SOMIGOL, any acquisition or disposition of property by OJVG or SOMIGOL, or the conduct of the business by any of OJVG or SOMIGOL as currently conducted.

- (19) **Corrupt Practices Legislation.** To the Vendor's knowledge, OJVG has not, nor have any of its affiliates, officers, directors or employees acting on behalf of OJVG, taken, committed to take or been alleged to have taken any action which would cause OJVG, or any of their affiliates, as applicable, to be in violation of the United States' Foreign Corrupt Practices Act (and the regulations promulgated thereunder), the *Corruption of Foreign Public Officials Act* (Canada) (and the regulations promulgated thereunder) or any applicable Law of similar effect of Senegal or any other jurisdiction, and no such action has been taken by any of its agents, representatives or other Persons acting at the direction of OJVG or its affiliates.
- (20) **Waiver of Republic of Senegal Interest in OJVG.** Other than as discussed during the meeting held on May 29, 2013 with representatives of all three (3) shareholders of OJVG and the Government of Senegal, the Vendor has not offered or agreed to pay the Government of Senegal (or any other Government Entity), on behalf of OJVG or on its own behalf, any amount in respect of the full or partial waiver by the Government of Senegal (or any other Government Entity) of any of its rights to acquire an interest in OJVG or SOMIGOL. As at the Closing, the Vendor has fully and accurately disclosed to the Purchaser its understanding of the outcome of such meeting and all other discussions and correspondence related thereto.
- (21) **Shareholder Loan.** There are no executed documents, other than the loan agreement to be executed and delivered on or prior to the Closing between the Vendor and OJVG, evidencing the Bendon Loan from the Vendor to OJVG.
- (22) **No Liens.** The Vendor has no other Liens against OJVG or SOMIGOL.

SCHEDULE "C"

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser and Teranga jointly and severally represent and warrant as follows to the Vendor and acknowledge and agree that the Vendor is relying on such representations and warranties in connection with its sale of the Purchased Shares:

- (a) **Incorporation and Corporate Power.** The Purchaser and Teranga are corporations incorporated and existing under the laws of the British Virgin Islands and Canada, respectively. Each of the Purchaser and Teranga has the corporate power and authority to enter into and perform its obligations under this Agreement and each of the Ancillary Agreements to which it is a party.
- (b) **Corporate Authorization.** The execution and delivery of and performance by each of the Purchaser and Teranga of this Agreement and each of the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated by them have been duly authorized by all necessary corporate action on the part of the Purchaser or Teranga, as applicable.
- (c) **No Conflict.** The execution and delivery of and performance by each of the Purchaser and Teranga of this Agreement and each of the Ancillary Agreements to which it is a party:
 - (i) do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a violation or breach of, conflict with, or require the consent of any third party that has not been obtained or allow any other Person to exercise any rights under, any of the terms or provisions of its constating documents or by-laws;
 - (ii) do not and will not (or would not with the giving of notice, the lapse of time or the happening or any other event or condition) constitute or result in a breach or violation of, conflict with or require the consent of any third party that has not been obtained or allow any other Person to exercise any rights under, any of the terms or provisions of any Contracts or instruments to which it is a party; and
 - (iii) do not and will not result in the violation of any Law.

- (d) **Execution and Binding Obligation.** This Agreement and each of the Ancillary Agreements to which the Purchaser or Teranga are a party have been duly executed and delivered by the Purchaser or Teranga, as the case may be, and constitute legal, valid and binding agreements of the Purchaser or Teranga, as applicable, enforceable against it in accordance with their respective terms subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other similar laws of general application affecting creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

SCHEDULE "D"

Concessions, Exploration Properties and Lands

Exploration Properties

OJVG Golouma Gold Project

Concessions and Lands

OJVG holds the entire interest in the Concessions and Lands subject to a 10% carried interest held by the Republic of Senegal through its interest in SOMIGOL.

Pursuant to the Mining Convention (as amended) between the Republic of Senegal and OJVG, the Republic of Senegal carries a 10% interest in SOMIGOL. The Republic of Senegal has a right to offer up to an additional 25% interest in SOMIGOL to Senegalese nationals.

In addition, OJVG is obligated to pay 3% royalties to the State of Senegal as required under the Senegal Mining Code.

Agreements or Documents Pursuant to Which Concessions and Lands Are Held

1. The mining convention ("Mining Convention") dated February 17, 2005 between the Government of Senegal and Oromin Explorations Limited.
2. Decree no. 2010-83 by the Government of Senegal granting OJVG a mining concession for a period of fifteen years.
3. Rider #1 to the Mining Convention dated March 28, 2011 between the Government of Senegal and OJVG.
4. Rider #2 to the Mining Convention dated September 23, 2011 between the Government of Senegal and OJVG.

SCHEDULE "E"

[Note: Redacted form of mutual release.]