

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about the Offer, the Warrant Offer or the action you should take, you are recommended to seek your own independent financial advice from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 if you are resident in the United Kingdom or, if not, from another appropriately authorised independent financial adviser.

If you have sold or otherwise transferred all your Chromex Shares or Chromex Warrants, please send this Document and the accompanying documents but not (where relevant) the personalised Form(s) of Acceptance, as soon as possible, to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected for delivery to the purchaser or transferee. **However such documents should not be distributed, forwarded or transmitted in or into the United States, Canada, Australia or Japan or any other jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information is sent or made available to Chromex Shareholders or Chromex Warrantholders in that jurisdiction. If you have sold or otherwise transferred only part of your Chromex Shares or Chromex Warrants you should retain those documents and consult the bank, stockbroker or other agent through whom the sale or transfer was effected.**

Investec Bank plc, which is authorised and regulated in the United Kingdom by the Financial Services Authority, is acting for Ruukki and Synergy Africa and no-one else in connection with the Offer and the Warrant Offer and will not be responsible to anyone other than Ruukki and Synergy Africa for providing the protections afforded to clients of Investec Bank plc or for providing advice in relation to the Offer and the Warrant Offer.

Panmure Gordon (UK) Limited, which is authorised and regulated in the United Kingdom by the Financial Services Authority, is acting for Chromex and no-one else in connection with the Offer and the Warrant Offer and will not be responsible to anyone other than Chromex for providing the protections afforded to clients of Panmure Gordon (UK) Limited or for providing advice in relation to the Offer and the Warrant Offer.

Recommended Cash Offer and Warrant Offer

by

Synergy Africa Limited

to acquire

Chromex Mining plc

You should read the whole of this Document. In addition, this Document should be read in conjunction with (where relevant) any accompanying documents including the Form(s) of Acceptance. Your attention is drawn to the letter of recommendation to accept the Offer and the Warrant Offer from the Chairman of Chromex on behalf of all Chromex Directors on pages 4 to 7 of this Document.

THE PROCEDURE FOR ACCEPTANCE OF THE OFFER AND THE WARRANT OFFER IS SET OUT ON PAGES 17 TO 22 OF THIS DOCUMENT AND (WHERE RELEVANT) IN THE ACCOMPANYING FORM(S) OF ACCEPTANCE. IF YOU HOLD CHROMEX SHARES OR CHROMEX WARRANTS IN CERTIFICATED FORM THEN, TO ACCEPT THE OFFER OR THE WARRANT OFFER, THE RELEVANT FORM(S) OF ACCEPTANCE MUST BE COMPLETED AND RETURNED AS SOON AS POSSIBLE AND, IN ANY EVENT, SO AS TO BE RECEIVED BY CAPITA REGISTRARS, CORPORATE ACTIONS, THE REGISTRY, 34 BECKENHAM ROAD, BECKENHAM, KENT BR3 4TU, UNITED KINGDOM NO LATER THAN 1.00 P.M. (LONDON TIME) ON 8 NOVEMBER 2010. IF YOU HOLD CHROMEX SHARES OR CHROMEX WARRANTS IN UNCERTIFICATED FORM THEN, TO ACCEPT THE OFFER OR THE WARRANT OFFER, YOU SHOULD COMPLY WITH THE PROCEDURE FOR ACCEPTANCE SET OUT IN PAGES 17 TO 22 OF THIS DOCUMENT AND ENSURE THAT AN ELECTRONIC ACCEPTANCE IS MADE WHICH SETTLES NO LATER THAN 1.00 PM (LONDON TIME) ON 8 NOVEMBER 2010. IF YOU ARE A CREST SPONSORED MEMBER, YOU SHOULD REFER TO YOUR CREST SPONSOR AS ONLY YOUR CREST SPONSOR WILL BE ABLE TO SEND THE NECESSARY TTE INSTRUCTION TO EUROCLEAR.

The Offer and the Warrant Offer are not being, and will not be, made, directly or indirectly, in or into, or by the use of the mails or any means or instrumentality (including, without limitation, telephonically or electronically) of interstate or foreign commerce of, or any facilities of a national securities exchange of, the United States, Canada, Australia or Japan and the Offer should not be accepted by any such use, means, instrumentality or facility or from within the United States, Canada, Australia or Japan. Doing so may render invalid any purported acceptance. Accordingly, neither this Document nor (where relevant) the accompanying Form(s) of Acceptance is being, nor may they be, mailed or otherwise forwarded, distributed or sent in, into or from (whether by use of the mails or any means or instrumentality (including, without limitation, telephonically or electronically) of interstate or foreign commerce of, or any facilities of a national securities exchange) of the United States, Canada, Australia or Japan.

The availability of the Offer and the Warrant Offer or the distribution of this Document to persons not resident in the United Kingdom may be affected by the laws of the relevant jurisdiction in which they are located. Chromex Shareholders and Chromex Warrantholders who are not resident in the United Kingdom should inform themselves about and observe any applicable requirements.

All Chromex Shareholders and Chromex Warrantholders (including, without limitation, nominees, trustees or custodians) who would, or otherwise intend to or who may have a contractual or legal obligation to, forward this Document and/or the accompanying Form(s) of Acceptance to any jurisdiction outside the United Kingdom, should read the details in this regard which are contained in paragraph 17 of the letter from Synergy Africa and in paragraph 6 of Part B and in paragraph (c) Part C of Appendix I of this Document before taking any action.

Forward-looking statements

This Document contains certain forward-looking statements, including statements regarding Ruukki and Chromex's plans, objectives and expected performance. These forward-looking statements can be identified by the use of forward looking terminology, including the terms "believes", "expects", "anticipates", "intends", "may", "will", "should", "aims", "continue" or similar expressions. Such statements relate to events and depend on circumstances that will occur in the future and are subject to risks, uncertainties and assumptions. There are a number of factors which could cause actual results and developments to differ materially from those expressed or implied by such forward looking statements, including, among others the enactment of legislation or regulation that may impose costs or restrict activities; the re-negotiation of contracts or licences; fluctuations in demand and pricing in the mining and minerals processing industry; fluctuations in exchange controls; changes in government policy and taxations; industrial disputes; war and terrorism. The forward-looking statements in this Document are made as of the date hereof and each of Ruukki, Kermas, Synergy Africa and Chromex assumes no obligation and does not publicly intend to update or revise these forward-looking statements, whether as a result of future events, new information or otherwise, except as required pursuant to applicable law.

Rule 8 notice

Under Rule 8.3(a) of the Code, any person who is "interested" in 1 per cent. or more of any class of "relevant securities" of Chromex or of any paper offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an "Opening Position Disclosure" following the commencement of the "offer period" and, if later, following the announcement in which any paper offeror is first identified.

An "Opening Position Disclosure" must contain details of the person's interests and short positions in, and rights to subscribe for, any "relevant securities" of each of (i) Chromex and (ii) any paper offeror(s). An "Opening Position Disclosure" by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 pm (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 pm (London time) on the 10th business day following the announcement in which any paper offeror is first identified. Relevant persons who deal in the "relevant securities" of Chromex or of a paper offeror prior to the deadline for making an "Opening Position Disclosure" must instead make a "Dealing Disclosure".

Under Rule 8.3(b) of the Code, any person who is, or becomes, "interested" in 1 per cent. or more of any class of "relevant securities" of Chromex or of any paper offeror must make a "Dealing Disclosure" if the person deals in any "relevant securities" of Chromex or of any paper offeror. A "Dealing Disclosure" must contain details of the "dealing" concerned and of the person's interests and short positions in, and rights to subscribe for, any "relevant securities" of each of (i) Chromex and (ii) any paper offeror, save to the extent that these details have previously been disclosed under Rule 8. A "Dealing Disclosure" by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 pm (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an "interest" in "relevant securities" of Chromex or a paper offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

"Opening Position Disclosures" must also be made by Chromex and by any offeror and Dealing Disclosures must also be made by Chromex, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. If you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure, you should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129.

Terms in quotation marks are defined in the Code, which can also be found on the Panel's website. If you are in any doubt as to whether or not you are required to disclose a "dealing" under Rule 8 of the Code, you should contact an independent financial adviser authorised under FSMA or consult the Panel's website at www.thetakeoverpanel.org.uk or contact the Panel on telephone number +44 (0)20 7638 0129.

Publication of this Offer Document

A copy of this Offer Document along with the information incorporated by reference into it in Appendices II and III and the Form(s) of Acceptance will be available, subject to certain restrictions relating to persons resident in the United States, Australia, Canada and Japan on Ruukki's website, www.ruukkigroup.fi, and Chromex's website, www.chromexmining.co.uk, from the date of this Document, being 18 October 2010, until the end of the Offer Period.

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LETTER OF RECOMMENDATION FROM THE CHAIRMAN OF CHROMEX



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18 October 2010

To Chromex Shareholders and Chromex Warrantheolders and, for information only, to holders of Chromex Share Options

Dear shareholder or warrantheolder,

RECOMMENDED CASH OFFER BY SYNERGY AFRICA LIMITED

Introduction

On 30 September 2010, the boards of Ruukki, Kermas and Chromex announced the terms of a recommended cash offer to be made by Synergy Africa, a company 51 per cent. owned by Ruukki and 49 per cent. owned by Kermas, to acquire the entire issued and to be issued share capital of Chromex.

The formal Offer and the Warrant Offer are contained in the letter from Synergy Africa on pages 8 to 23 of this Document (and in respect of Chromex Shares and Chromex Warrants in certificated form only) in the Forms of Acceptance. The Offer comprises a cash offer, which will be subject to the conditions and further terms set out in Appendix I to this Document and (in respect of Chromex Shares in certificated form only) in the white Offer Form of Acceptance. The Warrant Offer comprises a cash offer, which will be subject to the Offer becoming or being declared unconditional in all respects. The Offer and the Warrant Offer may not be accepted by Restricted Overseas Persons. The purpose of this letter is to explain the background to and reasons for the recommendation of the Offer and the Warrant Offer set out at the end of this letter.

The Offer is conditional upon, among other things:

- valid acceptances being received in respect of not less than 90 per cent. in nominal value of the Chromex Shares to which the Offer relates (or such lesser percentage as Synergy Africa may, in its sole discretion, decide provided such percentage exceeds 50 per cent.);
- Ruukki Shareholders approving the Related Party Transaction; and
- the appropriate South African competition authorities approving the acquisition resulting from the implementation of the Offer.

The announcement of the Offer made on 30 September 2010 stated that the Offer would be conditional on written confirmation being obtained from the South African Department of Mineral Resources that the acquisition resulting from the implementation of the Offer will not require approval of the Minister of Mineral Resources under section 11 of the Minerals and Petroleum Resources Development Act, No.28 of 2002 of South Africa; however, Synergy Africa has now waived this condition.

Terms of the Offer

The Offer is being made by Synergy Africa on the following basis:

for each Chromex Share 36.5 pence in cash

The Offer values the entire issued and to be issued share capital of Chromex at approximately £37.1 million.

At 36.5 pence per Chromex Share, the Offer represents:

- a premium of 82.5 per cent. to the Closing Price of 20 pence per Chromex Share on 14 July (being the last Business Day prior to the commencement of the Offer Period); and
- a premium of 83.4 per cent. to the average Closing Price during the 90 day trading period up to and including 14 July 2010 (being the last Business Day prior to the commencement of the Offer Period).

Synergy Africa is also making an offer to acquire the Chromex Warrants on the basis of 16.5 pence in cash for each Chromex Warrant held. This represents the difference between the 36.5 pence per Chromex Share payable under the Offer and the subscription price of 20 pence payable on exercise of the Chromex Warrants.

Further details of the Offer and the Warrant Offer are set out in paragraphs 2 and 3 of the letter from Synergy Africa on page 9 of this Document, and further details of the procedure for acceptance and settlement of the Offer and the Warrant Offer are set out in paragraphs 17 and 18 of the letter from Synergy Africa, on pages 17 to 22 of this Document.

Background to and reasons for the recommendation of the Offer and the Warrant Offer

Since its admission to AIM in 2006, Chromex has developed an attractive base of chrome-producing assets in southern Africa, most recently with its acquisition of Waylox. Despite the recent turmoil in the industry and the wider global economy, Chromex has had significant success in developing its business. Chromex's strategy has resulted in the growth of Chromex to a stage where it is appropriate to consider future steps for realising shareholder value. Although the Chromex Directors believe that Chromex would have a strong future as an independent business, they consider that the Offer represents an opportunity for Chromex Shareholders to realise the value of their investment in Chromex at an attractive premium to its prevailing market value as set out above.

The Chromex Directors also believe that the Offer fully values the company's assets, operations and future prospects and represents an excellent opportunity for Chromex Shareholders to realise a compelling value in cash for their Chromex Shares, particularly given the future capital expenditure that will be required to develop the business and the ongoing pressure on margin caused by the strength of the Rand. Accordingly, the Chromex Directors are unanimously recommending that Chromex Shareholders accept the Offer and that holders of Chromex Warrants accept the Warrant Offer.

Your attention is drawn to paragraph 10 of the letter from Synergy Africa on page 13 of this Document, which sets out further details of Ruukki's intentions regarding Chromex.

Employees and directors

Each of the Chromex Directors has agreed the terms on which they will resign from the board of Chromex and the termination of their employment with Chromex, conditional upon, and with effect from the date the Offer becomes or is declared unconditional in all respects. Graham Stacey will continue to work in Chromex's southern African subsidiary.

Synergy Africa intends that, once the Offer becomes unconditional in all respects, the accrued employment rights, including pension rights, of all management and employees of Chromex will be fully safeguarded.

Synergy Africa intends to continue the business of Chromex in broadly its current form. There is currently no intention to make any major change to the business of Chromex, nor to dispose of Chromex or a material part of its business over the next 12 months. Ruukki expects to implement Chromex's plans to increase production at Stellite from 20,000 tonnes per month to around 40,000 tonnes per month and submit a mine plan for the development of an underground mine. Ruukki also anticipates retaining most of Chromex's operational team. Further details of Ruukki's plans for Chromex are described in paragraphs 10 and 12 of the letter from Synergy Africa on pages 13 and 14 of this Document.

Chromex Share Options and the Langa Trust Convertible Loan

The Offer will extend to any Chromex Shares which are issued or unconditionally allotted and fully paid (or credited as fully paid) before the date on which the Offer closes (or, subject to the Code, by such earlier date as Synergy Africa may decide), including Chromex Shares issued pursuant to the exercise of Chromex Share Options, Chromex Warrants, the subscription rights under the Langa Trust Convertible Loan or otherwise.

Synergy Africa will make appropriate proposals to holders of Chromex Share Options as soon as practicable. The proposals will enable holders of Chromex Share Options to exercise their options and subsequently accept the Offer in respect of the Chromex Shares acquired by them on exercise. Alternatively holders of Chromex Share Options will be entitled to elect to cede their options and receive a cash payment equal to the gain that would otherwise have been realised on exercise of the relevant Chromex Share Option(s) and subsequent acceptance of the Offer. This alternative proposal will be conditional on the Offer becoming unconditional in all respects.

Under the terms of the Langa Trust Convertible Loan Subscription Agreement, Langa Trust is entitled to subscribe for Chromex Shares in respect of the outstanding principal and accrued interest under the Langa Trust Convertible Loan at a strike price of 22 pence per Chromex Share, converted at the prevailing ZAR/£ exchange rate with such subscription price being discharged by ceding Langa Trust's repayment right under the Langa Trust Convertible Loan. Langa Trust has given an irrevocable undertaking to exercise its subscription rights under the Langa Trust Convertible Loan Subscription Agreement and accept the Offer in respect of the resulting Chromex Shares acquired by it, after the Offer has been declared or otherwise becomes unconditional in all respects. On the basis of the five day average ZAR/£ exchange rate on the date immediately preceding the date of this Document, the number of Chromex Shares which would be issued to Langa Trust were it to have subscribed on the date immediately preceding the date of this Document would be 9,252,719 Chromex Shares. The exact number of Chromex Shares to which Langa Trust will become entitled will depend on the timing of the subscription and the ZAR/£ exchange rate at the time of the subscription.

Langa Trust is connected to Spruce Management Limited, which is itself interested in 32,675,000 Chromex Shares, representing 36.6 per cent. of the current issued share capital of Chromex.

Further information on the implementation of the Acquisition

The Offer is subject to the terms and conditions set out in Appendix I of this Document. In particular, the Chromex Directors draw your attention to those conditions summarised in paragraph 15 of the letter from Synergy Africa on page 15 of this Document.

Under the terms of the Inducement Fee and Exclusivity Agreement, Chromex and Synergy Africa have given mutual undertakings, among other things, to use all their respective reasonable endeavours to obtain the written confirmation from the South African Department of Mineral Resources referred to in condition (d) set out in Appendix I of this Document.

Chromex has agreed to pay an inducement fee of £370,277 in certain circumstances relating to, among other things, withdrawal or amendment of the Chromex Board's recommendation of the Offer, a Competing Proposal from a third party becoming or being declared wholly unconditional, or Chromex making a disposal of a material asset.

In addition, Chromex has undertaken not to solicit, initiate, encourage or enter into any discussions, negotiations, agreements or understandings with any third parties relating to a proposed sale or other disposal of Chromex Shares or any material assets of Chromex.

Irrevocable undertakings

Synergy Africa has received irrevocable undertakings in respect of, in aggregate, 46,025,000 Chromex Shares, representing approximately 51.6 per cent. of Chromex's existing issued share capital. In addition, Langa Trust has given an irrevocable undertaking to exercise its subscription rights under the Langa Trust Convertible Loan Subscription Agreement and accept the Offer in respect of the resulting Chromex Shares acquired by it, after the Offer has been declared or otherwise becomes unconditional in all respects.

Taxation

A general guide to the UK taxation consequences of acceptance of the Offer is set out in paragraph 16 of the letter from Synergy Africa on pages 15 to 17 of this Document. If you are in any doubt about your tax position, or if you are subject to taxation in any jurisdiction other than the UK, you are strongly advised to consult an appropriate independent financial adviser immediately.

Compulsory acquisition and cancellation of trading on AIM

Your attention is drawn to paragraph 19 of the letter from Synergy Africa on pages 22 to 23 of this Document in relation to Synergy Africa's intention with regards to compulsory acquisition and cancellation of the admission of Chromex Shares to trading on AIM.

Action to be taken to accept the Offer

If you hold your Chromex Shares in certificated form (that is not in CREST), then to accept the Offer you should ensure that you return your completed white Offer Form of Acceptance in the reply-paid envelope as soon as possible and, in any event, so as to be received **by no later than 1.00 p.m. (London time) on 8 November 2010.**

If you hold your Chromex Shares in uncertificated form (that is in CREST), then to accept the Offer you should ensure that you send (or, if you are a CREST sponsored member procure that your CREST sponsor sends) a TTE Instruction in accordance with the procedure set out in paragraph 17 of the letter from Synergy Africa in this Document, as soon as possible, and in any event so that the TTE Instruction settles **not later than 1.00 p.m. (London time) on 8 November 2010.**

The full procedure for acceptance is set out in paragraph 17 on pages 17 to 22 of this Document and (for certificated shares) in the white Offer Form of Acceptance.

Action to be taken to accept the Warrant Offer

If you hold Chromex Warrants in certificated form (that is not in CREST), then to accept the Warrant Offer you should ensure that you return your completed blue Warrant Form of Acceptance in the reply-paid envelope as soon as possible and, in any event, so as to be received **by no later than 1.00 p.m. (London time) on 8 November 2010.**

If you hold your Chromex Warrants in uncertificated form (that is in CREST), then to accept the Warrant Offer you should ensure that you send (or, if you are a CREST sponsored member procure that your CREST sponsor sends) a TTE Instruction in accordance with the procedure set out in paragraph 17 of the letter from Synergy Africa in this Document, as soon as possible, and in any event so that the TTE Instruction settles **not later than 1.00 p.m. (London time) on 8 November 2010.**

The full procedure for acceptance is set out in paragraph 17 on pages 17 to 22 of this Document and (for certificated warrants) in the blue Warrant Form of Acceptance.

Recommendation

The Chromex Directors, who have been so advised by Panmure Gordon, consider the terms of the Offer and the Warrant Offer to be fair and reasonable. In providing advice to the Chromex Directors, Panmure Gordon has taken into account the commercial assessments of the Chromex Directors. Accordingly, the Chromex Directors unanimously recommend that Chromex Shareholders accept the Offer, and that Chromex Warrantholders accept the Warrant Offer, as they have irrevocably undertaken to do in respect of their beneficial holdings, and those of their connected parties, amounting to, in aggregate, 10,050,000 Chromex Shares, representing approximately 11.3 per cent. of the issued share capital of Chromex at the date of this Document.

Yours sincerely,

Brian Moritz
Chairman

LETTER FROM SYNERGY AFRICA LIMITED

SYNERGY AFRICA LIMITED

**30 Stratford Road, London, W8 6QD
(Company number 7382978)**

18 October 2010

To Chromex Shareholders, to holders of Chromex Warrants and, for information only, to holders of Chromex Share Options

Dear Sir or Madam,

RECOMMENDED CASH OFFER BY SYNERGY AFRICA TO ACQUIRE CHROMEX

1. Introduction

On 30 September 2010, it was announced that the boards of directors of Ruukki, Kermas and Chromex had reached agreement on the terms of a recommended cash offer, to be made by Synergy Africa, a company 51 per cent. owned by Ruukki and 49 per cent. owned by Kermas, to acquire the entire issued and to be issued ordinary share capital of Chromex (excluding Treasury Shares).

The Offer is 36.5 pence in cash for each Chromex Share. The Offer values the issued and to be issued share capital of Chromex (excluding Treasury Shares) at approximately £37.1 million. (This assumes the exercise of all outstanding options under the Chromex Share Options and all outstanding Chromex Warrants and the conversion of the Langa Trust Convertible Loan (including accrued interest).) The Offer represents a premium of 82.5 per cent. over the Closing price of 20 pence per Chromex Share on 14 July 2010, being the last Business Day prior to the commencement of the Offer Period. Synergy Africa is also making the Warrant Offer to acquire the Chromex Warrants on the basis of 16.5 pence per Chromex Warrant in cash and will make appropriate proposals to holders of Chromex Share Options as soon as practicable.

The proposed acquisition of the entire issued and to be issued share capital of Chromex is being implemented by means of the Offer, which is conditional upon, among other things, Synergy Africa having acquired, agreed to acquire, or received valid acceptances in respect of not less than 90 per cent. in nominal value of the Chromex Shares (or such lesser percentage as Synergy Africa may, in its sole discretion, decide provided such percentage exceeds 50 per cent.). See paragraph 15 of this letter and Appendix I of this Document for further details. The Warrant Offer is conditional upon the Offer becoming or being declared unconditional in all respects.

Synergy Africa has received irrevocable undertakings to accept, or procure the acceptance of, the Offer in respect of, in aggregate, 46,025,000 Chromex Shares, representing approximately 51.6 per cent. of Chromex's existing issued share capital. In addition, Langa Trust has given an irrevocable undertaking to exercise its subscription rights under the Langa Trust Convertible Loan Subscription Agreement and accept the Offer in respect of the resulting Chromex Shares acquired by it, after the Offer has been declared or otherwise becomes unconditional in all respects. Further details of the irrevocable undertakings are set out in paragraph 4 below.

Your attention is drawn to the letter from Brian Moritz, the Chairman of Chromex, set out on pages 4 to 7 of this Document, which sets out the reasons why the Chromex Directors are unanimously recommending that all Chromex Shareholders accept the Offer and the Warrant Offer.

This letter contains the formal Offer and Warrant Offer by Synergy Africa and is accompanied by, and should be read in conjunction with, the relevant Form(s) of Acceptance (if you hold Chromex Shares and/or Chromex Warrants in certificated form).

2. The Offer

Synergy Africa hereby offers to acquire, on the terms and subject to the conditions set out or referred to in this Document and (if you hold Chromex Shares in certificated form) in the accompanying white Offer Form of Acceptance, all of the Chromex Shares on the following basis:

for each Chromex Share 36.5 pence in cash

The Offer values the entire issued and to be issued share capital of Chromex (on a fully diluted basis but excluding other Treasury Shares) at approximately £37.1 million. On the basis of the five day average ZAR/£ exchange rate on the date immediately preceding the date of this Document, the number of Chromex Shares which would be issued to Langa Trust were it to have subscribed on the date immediately preceding the date of this Document would be 9,252,719. The exact number of Chromex Shares to which Langa Trust will become entitled will depend on the timing of the subscription and the ZAR/£ exchange rate at the time of the subscription. The total number of Chromex Shares in issue on a fully diluted basis (assuming the full exercise of the Langa Trust's subscription rights under the Langa Trust Convertible Loan Subscription Agreement and of the Chromex Warrants) would be 108,714,139.

At 36.5 pence per Chromex Share, the Offer represents:

- a premium of 82.5 per cent. to the Closing Price of 20 pence per Chromex Share on 14 July (being the last Business Day prior to the commencement of the Offer Period); and
- a premium of 83.4 per cent. to the average Closing Price during the 90 day trading period up to and including 14 July 2010 (being the last Business Day prior to the commencement of the Offer Period).

Chromex Shares will be acquired pursuant to the Offer fully paid and free from all liens, equities, charges, encumbrances, rights of pre-emption and other interests and together with all rights now or hereafter attaching thereto, including the right to receive and retain all dividends and other distributions declared, made or payable after 30 September 2010.

Further terms and conditions of the Offer are set out in Appendix I of this Document and (if you hold Chromex Shares in certificated form) in the accompanying white Offer Form of Acceptance.

The procedure for acceptance of the Offer is set out in paragraph 17 of this letter.

For details of the tax effects for Chromex Shareholders resident in the UK for tax purposes of accepting the Offer, please refer to paragraph 16 of this letter.

3. The Warrant Offer

The Offer will extend to any Chromex Shares issued or unconditionally allotted, at any time prior to the date on which the Offer closes. Your Chromex Warrants are already exercisable at any time and enable you to exercise your subscription rights in accordance with the conditions attaching to the Chromex Warrants. Accordingly, following the exercise of your subscription rights, unless you are a Restricted Overseas Person, you can accept the Offer. If the Offer becomes or is declared wholly unconditional, any Warrants which are outstanding as at 5.00 p.m. (London time) on the day 10 Business Days after the Offer becomes or is declared wholly unconditional and for which valid acceptances of the Warrant Offer have not been received by Synergy Africa (or in respect of which you do not exercise your right to subscribe for Chromex Shares at the exercise price) will lapse.

Alternatively, Synergy Africa hereby offers to acquire the Chromex Warrants on the basis of **16.5 pence in cash** for each Chromex Warrant held. This represents the difference between the 36.5 pence per Chromex Share payable under the Offer and the subscription price of 20 pence payable on exercise of the Chromex Warrants.

The Warrant Offer is conditional on the Offer becoming or being declared unconditional in all respects.

The procedure for acceptance of the Warrant Offer is set out in paragraph 17 of this letter.

For details of the tax effects for Chromex Warrant holders resident in the UK for tax purposes of accepting the Offer, please refer to paragraph 16 of this letter.

4. Irrevocable undertakings

The Chromex Directors and their connected parties have entered into irrevocable undertakings to accept, or procure the acceptance of, the Offer in respect of their beneficial interests in Chromex Shares

amounting, in aggregate, to 10,050,000 Chromex Shares, representing approximately 11.3 per cent. of the existing issued ordinary share capital of Chromex.

Synergy Africa has also received undertakings from certain other Chromex Shareholders to accept the Offer in respect of, in aggregate, 35,975,000 Chromex Shares, representing approximately 40.4 per cent. of the existing issued share capital of Chromex. Langa Trust has given an irrevocable undertaking to exercise its subscription rights under the Langa Trust Convertible Loan Subscription Agreement and accept the Offer in respect of the resulting Chromex Shares acquired by it, after the Offer has been declared or otherwise becomes unconditional in all respects.

These undertakings will lapse and be of no effect if, *inter alia*, the Offer does not become or is not declared unconditional in all respects. All of these undertakings remain binding, even in the event of a higher competing offer for Chromex, unless the Offer lapses or is withdrawn.

Further details of these irrevocable undertakings are set out in paragraph 4(d) of Appendix IV of this Document.

5. Financing arrangements

Full acceptance of the Offer, assuming the exercise of all outstanding Chromex Warrants, all options under the Chromex Share Options and the conversion of the Langa Trust Convertible Loan (including accrued interest), will result in the payment of approximately £37.1 million in cash. The cash consideration payable by Synergy Africa under the terms of the Offer and the Warrant Offer will be funded using the cash resources of Ruukki and Kermas, a loan arrangement between Kermas and Ruukki Holdings and the committed facilities of Synergy Africa made available to Synergy Africa through the Ruukki Shareholder Loan Facility and the Kermas Shareholder Loan Facility.

Investec Bank plc (in its capacity as financial adviser to Synergy Africa) confirms that it is satisfied that sufficient resources are available to Synergy Africa to enable the satisfaction in full of the cash consideration payable as a result of full acceptance of the Offer.

6. Information on Synergy Africa

Synergy Africa is a newly incorporated joint venture company incorporated in England, 51 per cent. owned by Ruukki Holdings and 49 per cent owned by Kermas, which has been established for the purposes of making the Offer. Synergy Africa has not traded to date. The directors of Synergy Africa are Thomas Hoyer, Alistair Ruiters and Dr. Danko Koncar.

Ruukki and Kermas entered into a relationship agreement on 30 June 2010. The intention behind this agreement was, *inter alia*, to assist in the execution of Ruukki's strategy to operate as a vertically integrated mine-to-metals producer. In line with this relationship agreement, and to provide certainty of funding, Ruukki, through its wholly-owned subsidiary Ruukki Holdings, and Kermas have entered into the joint venture. Further details on the joint venture arrangement between Ruukki and Kermas in relation to Synergy Africa and the existing Relationship Agreement between Ruukki and Kermas are set out in paragraph 5.1 of Appendix II and paragraph 5(b)(i) of Appendix IV of this Document.

Your attention is drawn to the further information in respect of Synergy Africa contained in Appendix II and Appendix IV of this Document.

7. Information on Ruukki

Ruukki Group Plc is a growing, mid-tier natural resources company with an integrated mining and minerals processing business focused on the supply of specialist products to the stainless steel and steel industries, which has operations in South Africa, Turkey, Germany and Malta, and a wood processing and house building business in Finland. Ruukki is listed on Nasdaq OMX Helsinki (ticker: RUG1V) and has a premium listing on the Main Market of the London Stock Exchange (ticker: RKKI).

Mining and Minerals Businesses

In 2008, Ruukki diversified into the mining and minerals processing industry with the acquisition of the specialised European mining and minerals processing business from Kermas. Prior to this, the focus had been as a Finnish-based group with interests in a variety of sectors, including house building and wood processing.

The European mining and minerals processing business currently comprises a 98.74 per cent. holding in Turk Maadin Sirketi A.S. ("TMS"), a Turkish company; a 100 per cent. holding in the Maltese sales and

marketing company, RCS Limited (“RCS”); and a long-term ferrochrome toll manufacturing agreement with the German company, Elektrowerk-Weisweiler GmbH (“EWW”).

In May 2009, Ruukki further expanded its mining and minerals processing interests through the acquisition of an 84.9 per cent. holding in the South African minerals processing company Mogale Alloys (Proprietary) Limited (“Mogale”).

Ruukki’s mining and mineral processing business produces a diverse range of products including specialised low carbon and ultralow carbon ferrochrome, charge chrome ferrochrome, silico manganese, chromium-iron-nickel alloy (stainless steel alloy) and lumpy chrome ore. The end-products are distributed internationally by Ruukki’s marketing subsidiary, RCS, to customers operating in the steel, stainless steel, automotive, aerospace and power plant industries located in the USA, Brazil, China, India, Korea, Japan, Taiwan, Singapore, Nigeria and South Africa, as well as a number of European countries.

On 1 September 2010, Ruukki announced two framework agreements with Metallurgical Group Corporation (“MCC”) of China for the construction of two 70 MW DC furnaces, which have a planned combined annual capacity of up to 280,000 tonnes, and a 250 megawatt power plant in South Africa.

Wood processing and house building businesses

The Ruukki group’s wood processing and house building businesses are divided into three business areas; house building, sawmills and pallets. The operations are located in Finland and the majority of end-products are sold within the Finnish domestic market. During the fourth quarter of 2009 the Ruukki group sold three of its sawmills. These operations are currently the subject of a strategic review which is examining the best way to extract maximum value for all Ruukki shareholders.

Your attention is drawn to the further information in respect of the Ruukki Group contained in Appendix II and Appendix IV of this Document.

8. Information on Kermas

Kermas Limited is a private company incorporated in the British Virgin Islands with registration number 504889, with interests in the minerals sector and is a major shareholder of Ruukki with a 28.51 per cent. holding. Kermas is owned 99 per cent. by Danica Zagmester, a cousin of Dr. Danko Koncar. Dr. Koncar does not own any shares in Kermas and is currently Acting Managing Director of Ruukki.

History of Kermas

Kermas has grown from a trading company to a large international corporation which operates its own assets.

The Kermas group was one of the world’s largest ferrochrome and chrome producing groups prior to the sale of its interest in Samancor Chrome Limited (“Samancor Chrome”). In addition to its mining and minerals processing activities, the Kermas group has interests in other industries including real estate investments.

In 2005, Kermas acquired a majority interest in Samancor Chrome, one of the world’s leading integrated ferrochrome producers and one of South Africa’s leading exporters of chemical-grade chromite, from Samancor Holdings (Proprietary) Limited (“Samancor Holdings”), which was owned in a ratio of 60 per cent. to 40 per cent. by BHP Billiton and Anglo American plc respectively. Mogale, acquired by Ruukki in 2009, was at one stage part of Samancor Chrome. The management of Palmiet Chrome led a black economic empowerment consortium to acquire Palmiet Chrome, and renamed it Mogale Alloys at the same time as Kermas acquired Samancor Chrome from Samancor Holdings.

Together with the BEE consortium, the Batho Barena Consortium, and its international partners, Kermas successively transformed both the business and the profitability of Samancor Chrome before disposing of its interest in Samancor Chrome in November 2009. Dr. Danko Koncar, who has been a director of Kermas since its incorporation, was the main architect of Samancor Chrome’s transformation during its time under Kermas’s control. In connection with this disposal, Dr. Danko Koncar resigned from the board of directors of Samancor Chrome upon Kermas’s disposal of its interest in Samancor Chrome and joined Ruukki as Chief Executive Officer of Ruukki’s minerals processing businesses. He resigned this position in August 2010 when he was appointed Executive Director responsible for new business and elected to the Ruukki board. On 14 October 2010 he was appointed as Acting Managing Director of Ruukki, until the appointment of a new, permanent, Chief Executive Officer is announced.

Your attention is drawn to the further information in respect of Kermas contained in Appendix II and Appendix IV of this Document.

9. Information on Chromex

Chromex is a dedicated chrome production company established to acquire, control and develop chromite mining and processing facilities. It currently has two key mining assets located on the Bushveld Complex in South Africa, which between them have a gross total chromite resource of approximately 41 million tonnes as well as exploration claims in Zimbabwe.

The 271 hectare Stellite chrome project, located on the Western Limb of the Bushveld complex in South Africa, has a New Order Mining Right which covers the right to mine both chrome and platinum group elements ("PGE") and 31.9 million tonnes of SAMREC compliant chrome resources comprising four seams, namely the LG6, MG1, MG2 and MG4. All four seams outcrop on the property and it is anticipated that around six million tonnes will be open cast. The open pit operations at Stellite commenced production in July 2008.

Chromex has a New Order Mining Right over the Mecklenburg farm in the Limpopo Province, South Africa, where it intends to mine chromite. Mecklenburg is located on the Eastern Limb of the Bushveld Complex, well known for hosting much of the world's known resources of platinum, but also a major source of chromite. The LG-6 and LG-6A chromite reefs comprise approximately 9.1 million tonnes and 5.7 million tonnes of SAMREC compliant chrome resources and reserves respectively (resources are inclusive of reserves).

During 2009, Chromex completed the construction of a processing facility at the Stellite open cast chrome mine.

The commissioning of the first phase of the Stellite chrome beneficiation plant was completed in August 2009 and by the beginning of November 2009 this facility was able to operate at full design capacity, producing 42 per cent. and 44 per cent. metallurgical grade chrome concentrates. All plant feed was sourced from existing stockpiles at the Stellite mine. Due to ongoing demand, Chromex recommenced mining operations at Stellite in January 2010.

Stellite currently produces approximately 20,000 run of mine ('ROM') tonnes per month, which is expected to increase to 40,000 ROM tonnes per month when the dense media separation ('DMS') circuit is installed at the beneficiation plant. The DMS plant is due to be completed in the near future and is expected to improve yields, margins and economic efficiencies. Importantly, in addition to the capacity increase, Chromex will be in a position to market a sized lumpy chrome product as well as the chemical and metallurgical grade concentrates.

In May 2010, Chromex acquired Waylox, a chrome company in Zimbabwe. Waylox has been operating in Zimbabwe since August 2008 after acquiring the Trixie and Prince of Wales claims located in the prospective Darwendale area. The Darwendale area is located on the Great Dyke of Zimbabwe which is host to significant chrome resources. The Trixie claims contain economic grades of alluvial chrome resources. The current mineral resources estimated on the 467ha Trixie project stands at approximately 1.9 million tonnes at an average modelled grade of 13.8 per cent. chromite.

Development of Chromex's Mecklenburg project has been deferred pending settlement of the legal dispute with Samancor Chrome over the Mining Rights. Mecklenburg will be an underground mine, producing high grade ore from the LG6 and LG6A reefs, which outcrop at surface. Access to the mine will be via an outcrop portal and access decline on the lower slopes of Serafa Hill, with on-reef development and a hybrid trackless/conventional stope mining method. The Mecklenburg mine design will be completed once the legal dispute has been resolved.

During the year ended 30 September 2009, the Chromex's Group Income Statement showed a loss before tax of £151,000 (2008 – loss before tax £1,406,000) and a profit after tax of £195,000 (2008 – loss after tax £1,406,000). These results reflect the fact that much of the year was taken up with the construction of the Stellite processing plant, while producing sufficient chrome to provide positive cash flow, and retaining valuable chrome resources in the ground pending an upturn in prices.

The loss before and after tax for the six months ended 31 March 2010 was £399,000 (2009 – profit before tax £81,000; profit after tax £47,000). This was a period of reduced volumes and lower than expected recoveries as well as low Rand based chrome prices.

The Chromex Shares and the Chromex Warrants are admitted to trading on AIM.

Your attention is drawn to the financial information in respect of Chromex contained in Appendix III and Appendix IV of this Document.

10. Background to and Reasons for the Offer

Ruukki's current operation in South Africa, Mogale, consists of processing facilities only. Mogale does not have any security of chrome ore supply as ore is procured from various sources on short term contracts.

Chromex's Stellite mine, located in one of the world's premier chromite mining regions and is in operation with all the necessary infrastructure in place. In addition, Chromex has a total of 41 million tonnes of chrome resources, with new order mining rights making it an attractive and logical acquisition target. Stellite is located approximately 80 kilometres from Mogale.

Ruukki expects that the Offer will enable Ruukki to achieve its stated strategy of increasing production capacity, expanding market share and vertically integrating its whole business through:

- (a) vertical integration of the South African operations as Mogale, which will secure its own, long term ore supply, thereby completing the business model of mining, processing, sales and marketing;
- (b) expansion of Ruukki's production volumes as Chromex's Stellite mine is currently in operation. In addition to the expected increase from 20,000 ROM tonnes per month to 40,000 ROM tonnes per month when the DMS circuit is installed, Ruukki believes there is an opportunity to further increase Chromex's forecast monthly production rate over the short to medium term if the underground development plans for Stellite and Mecklenburg are successfully implemented;
- (c) supporting the planned increase in the production capacity of Ruukki's South African operations through the additional, potential increase in the production volume from Chromex's Stellite mine;
- (d) potential to increase Ruukki's processing capacity as there is the opportunity for two DC furnaces to be built at the Stellite mine. Ruukki has entered into a framework agreement with MCC of China for the construction of two such DC furnaces. Ruukki has significant technological skill and experience in successfully operating DC furnaces. Until such time as these furnaces are built, any excess ore supply from Stellite will be exported to customers in China or India;
- (e) consolidating Ruukki's presence in one of the world's premier chromite mining regions and geographically diversifying into Zimbabwe with the Waylox project;
- (f) enabling synergies, cost savings and efficiencies in the areas of operational expertise and human resources. Ruukki anticipates retaining most of Chromex's operational team. It is expected that following completion, Ruukki will bring in-house the sales and marketing operations which Chromex currently outsources; and
- (g) diversifying Ruukki's product range with the production of chemical, metallurgical, refractory and foundry grade concentrates and PGE by-products, as well as excess ore supply available for export in the short to medium term.

Chromex's operations will benefit from Ruukki's management expertise and knowledge in mining, minerals processing and sales and marketing expertise. Ruukki and Kermas have entered into the Joint Venture Agreement and formed Synergy Africa in order to facilitate the acquisition and subsequent holding of Chromex.

11. Related Party Transaction

Synergy Africa has been established as a joint venture company held 51 per cent. by Ruukki Holdings and 49 per cent. by Kermas. Kermas holds 28.51 per cent of Ruukki's issued shares. Accordingly, under the Listing Rules, the arrangements between Kermas and Ruukki relating to the establishment and financing of Synergy Africa (including the Kermas/Ruukki Loan Facility) and the acquisition and holding of Chromex Shares by Synergy Africa constitutes a Related Party Transaction requiring the approval of Ruukki Shareholders (other than Kermas). A separate circular will be made available to Ruukki Shareholders seeking their approval for the Related Party Transaction by way of an ordinary resolution to be proposed at an extraordinary general meeting (the "Ruukki EGM") expected to be held on or around 17 November 2010. Ruukki is a Finnish public limited liability company and, as such, the Ruukki EGM will be convened and held in accordance with Finnish laws. No approval is required from the shareholders of Kermas. The Offer is conditional on, *inter alia*, the approval of the Related Party Transaction by Ruukki Shareholders (other than Kermas).

Atkey Limited, Aida Djakov, Hino Resources Co. Ltd and Markku Kankaala have each given an irrevocable undertaking to vote in favour of the resolution approving the Related Party Transaction at the Ruukki EGM in respect of, in aggregate, 86,645,653 Ruukki ordinary shares, representing approximately 51.4 per cent. of the voting rights in Ruukki at the Ruukki EGM.

12. Directors, management and employees of Chromex

Each of the Chromex Directors has agreed the terms on which they will resign from the board of Chromex and the termination of their employment with Chromex, conditional upon, and with effect from the date the Offer becomes or is declared unconditional in all respects. Graham Stacey will continue to work in Chromex's southern African subsidiary.

Synergy Africa intends that, once the Offer becomes unconditional in all respects, the accrued employment rights, including pension rights, of all management and employees of Chromex will be fully safeguarded.

Synergy Africa intends to continue the business of Chromex in broadly its current form. There is currently no intention to make any major change to the business of Chromex, nor to dispose of Chromex or a material part of its business over the next 12 months. Ruukki expects to implement Chromex's plans to increase production at Stellite from 20,000 tonnes per month to around 40,000 tonnes per month and submit a mine plan for the development of an underground mine. Ruukki also anticipates retaining most of Chromex's operational team. Further details of Ruukki's plans for Chromex can be found under paragraph 10 above.

13. Chromex Share Schemes and the Langa Trust Convertible Loan

The Offer extends to any Chromex Shares which are issued or unconditionally allotted and fully paid (or credited as fully paid) before the date on which the Offer closes (or, subject to the Code, by such earlier date as Synergy Africa may determine), including Chromex Shares issued pursuant to the exercise of Chromex Share Options, Chromex Warrants, the subscription rights under the Langa Trust Convertible Loan or otherwise.

Synergy Africa will make appropriate proposals to holders of Chromex Share Options as soon as practicable. The proposals will enable holders of Chromex Share Options to exercise their options and subsequently accept the Offer in respect of the Chromex Shares acquired by them on exercise. Alternatively holders of Chromex Share Options will be entitled to elect to cede their options and receive a cash payment equal to the gain that would otherwise have been realised on exercise of the relevant Chromex Share Option(s), and subsequent acceptance of the Offer. This alternative proposal will be conditional on the Offer becoming unconditional in all respects.

Under the terms of the Langa Trust Convertible Loan Subscription Agreement, Langa Trust is entitled to subscribe for Chromex Shares in respect of the outstanding principal and accrued interest under the Langa Trust Convertible Loan at a strike price of 22 pence per Chromex Share, converted at the prevailing ZAR/£ exchange rate with such subscription price being discharged by ceding Langa Trust's repayment right under the Langa Trust Convertible Loan. Langa Trust has given an irrevocable undertaking to exercise its subscription rights under the Langa Trust Convertible Loan Subscription Agreement and accept the Offer in respect of the resulting Chromex Shares acquired by it, after the Offer has been declared or otherwise becomes unconditional in all respects. On the basis of the five day average ZAR/£ exchange rate ending on the business day immediately preceding the date of this Document, the number of Chromex Shares which would be issued to Langa Trust were it to have subscribed on the date immediately preceding the date of this Document would be 9,252,719. The exact number of Chromex Shares to which Langa Trust will become entitled will depend on the timing of the subscription and the ZAR/£ exchange rate at the time of the subscription.

Langa Trust is connected to Spruce Management Limited, which is itself interested in 32,675,000 Chromex Shares, representing 36.6 per cent. of the current issued share capital of Chromex.

14. Inducement fee and exclusivity agreement

As an inducement to Synergy Africa to make the Offer, Chromex has agreed to pay Synergy Africa a cash fee of £370,277 (inclusive of value added tax, except to the extent that such VAT is recoverable by Chromex), being one per cent. of the value of the Offer, in certain circumstances including if: (i) another offer for Chromex is received from a third party which becomes or is declared wholly unconditional;

(ii) the terms of the recommendation of the Offer from the Chromex Directors are withdrawn, adversely modified or qualified; or (iii) Chromex makes a direct or indirect disposal of a material asset.

In addition, Chromex has undertaken not to solicit, initiate, encourage or enter into any discussions, negotiations, agreements or understandings with any third parties relating to a proposed sale or other disposal of Chromex Shares or any material assets of Chromex (a “Competing Proposal”). Chromex will notify Ruukki as soon as reasonably practicable in the event it is approached by a third party in connection with a Competing Proposal subject to the statutory and fiduciary duties and duties of confidentiality of the Chromex Directors and will notify Ruukki immediately if any information is provided to a third party in connection with a Competing Proposal.

The Inducement Fee and Exclusivity Agreement also contains a mutual undertaking from Synergy Africa and Chromex to use reasonable endeavours to obtain the written confirmation from the South African Department of Mineral Resources referred to in condition (d) set out in Appendix I of this Document.

15. Conditions and further details of the Offer

The Offer is subject to the terms and conditions set out in Appendix I of this Document. In particular, Synergy Africa would like to draw your attention to the following conditions to the Offer:

- (a) valid acceptances being received in respect of not less than 90 per cent. in nominal value of the Chromex Shares to which the Offer relates (or such lower percentage as Synergy Africa may decide provided that such condition will not be satisfied unless Synergy Africa has acquired, agreed to acquire, or received valid acceptances in respect of not less than 50 per cent. of the voting rights attaching to the Chromex Shares);
- (b) the passing at the Ruukki EGM of a resolution to approve the Related Party Transaction to be entered into between Ruukki and Kermas in connection with the establishment and funding of Synergy Africa and the acquisition and holding of Chromex Shares as required by chapter 11 of the Listing Rules; and
- (c) the requisite approval of the acquisition resulting from the implementation of the Offer being received from the relevant South African competition authority under chapter 3 of the Competition Act, No. 89 of 1998.

The announcement of the Offer made on 30 September 2010 stated that the Offer would be conditional on written confirmation being obtained from the South African Department of Mineral Resources that the acquisition resulting from implementation of the Offer will not require the approval of the Minister of Mineral Resources under section 11 of the Minerals and Petroleum Resources Development Act, No. 28 of 2002 of South Africa (the “MPRD Act”) or, if an amendment to the MPRD Act comes into effect with the result that such approval is required before implementation of the Offer, under the MPRD Act as so amended; however, Synergy Africa has now waived this condition.

Should the conditions to the Offer be satisfied, the acquisition is expected to become Effective in late November 2010 or December 2010.

16. United Kingdom Taxation

The following paragraphs, which are intended as a general guide only and not as a substitute for detailed tax advice, are based on current legislation and HM Revenue and Customs practice. They summarise certain limited aspects of the UK taxation consequences of acceptance of the Offer and relate only (except as otherwise expressly stated) to the position of Chromex Shareholders and Chromex Warranholders who are resident or ordinarily resident in the UK for tax purposes and hold their Chromex Shares or Chromex Warrants beneficially as an investment (otherwise than under a personal equity plan or an individual savings account). Certain Chromex Shareholders or Chromex Warranholders, such as market makers, brokers, dealers in securities, insurance companies, collective investment vehicles, persons who have acquired their Chromex Shares under the Chromex Share Options or through the exercise or vesting of any other share options and awards and persons who have (or are deemed to have) acquired their Chromex Shares or Chromex Warrants by reason of their or another’s office or employment, may be taxed differently and are not considered.

The descriptions of taxation contained in this Document are general in character. If you are in any doubt as to your taxation position or, if you are subject to taxation in any jurisdiction other than the UK, you should consult an appropriate independent professional adviser without delay.

Chromex Shareholders and Chromex Warranholders who are not resident in the UK for tax purposes are referred to the next section entitled “Non-UK resident Chromex Shareholders and Chromex Warranholders” below, which summarises certain UK tax consequences of the Offer and Warrant Offer for such non-resident holders.

(a) UK taxation of chargeable gains or income

Liability to UK taxation of chargeable gains or income will depend on a Chromex Shareholder’s or Chromex Warranholder’s circumstances.

(i) Chromex Shareholders and Chromex Warranholders who are individuals, trustees or personal representatives of deceased persons.

Where the Chromex Shareholder or Chromex Warranholder is an individual, trustee or personal representative of a deceased person, the receipt of cash consideration for their Chromex Shares or Chromex Warrants will constitute a disposal for the purposes of UK capital gains tax (“CGT”). The disposal may give rise to a chargeable gain, subject to CGT at the CGT rate applicable to that Chromex Shareholder or Chromex Warranholder, or an allowable loss for CGT purposes, depending on that Chromex Shareholder’s or Chromex Warranholder’s circumstances, and subject to any available exemption or relief.

Each individual has an annual exemption, which exempts the first £10,100 of any chargeable gains for the tax year 2010-2011. No indexation allowance or taper relief is, however, available to Chromex Shareholders or Chromex Warranholders who are individuals, trustees or personal representatives of a deceased person.

(ii) Chromex Shareholders and Chromex Warranholders within the charge to corporation tax

Chromex Shareholders within the charge to corporation tax will generally be subject to UK corporation tax on any chargeable gain arising on a disposal of the Chromex Shares. Indexation allowance should be available to reduce any chargeable gain arising (but not to create or increase any allowable loss).

Chromex Warranholders within the charge to corporation tax will be subject to UK corporation tax on chargeable gains or income on the disposal of the Chromex Warrants depending on the Chromex Warranholder’s individual circumstances. Where the disposal gives rise to corporation tax on income, the recognition of profits or losses will generally follow the Chromex Warranholders’ accounting treatment of the Chromex Warrant.

Chromex Warranholders should consult their own accounting and tax advisers concerning the tax liabilities that may arise as a result of the disposal or exercise of the Chromex Warrants.

(b) Non-UK resident Chromex Shareholders and Chromex Warranholders

Subject to the paragraph below (dealing with individuals who are temporarily resident outside the UK), Chromex Shareholders and Chromex Warranholders who are not resident in or, in the case of an individual, ordinarily resident in the UK for tax purposes are not subject to UK taxation on chargeable gains unless they carry on:

- (i) (in the case of a Chromex Shareholder or Chromex Warranholder who is an individual) a trade, profession or vocation in the UK through a branch or agency and their Chromex Shares or Chromex Warrants either have been used in or for the purposes of the trade, profession or vocation, or have been used or held for the purposes of the branch or agency, or acquired for use by or for the purposes of the branch or agency; or
- (ii) (in the case of a Chromex Shareholder or Chromex Warranholder which is a company) a trade in the UK through a permanent establishment and their Chromex Shares or Chromex Warrants either have been used in or for the purposes of the trade carried on through the permanent establishment, or, have been used or held for the purposes of the permanent establishment or acquired for use by or for the purposes of the permanent establishment.

A Chromex Shareholder or Chromex Warranholder who is an individual and who has ceased to be resident or ordinarily resident for tax purposes in the UK for a period of less than five tax years and who disposes of Chromex Shares or Chromex Warrants during that period may be liable to CGT (subject to any available exemption or relief).

A Chromex Warrantholder who is a non-UK resident company should not be liable to corporation tax on income arising from the Chromex Warrants unless they carry on a trade in the UK through a permanent establishment in the UK.

(c) Stamp duty and Stamp duty reserve tax

Irrespective of whether or not a Chromex Shareholder or Chromex Warrantholder is resident or ordinarily resident in the UK, no UK stamp duty or stamp duty reserve tax should be payable by Chromex Shareholders or Chromex Warrantholders as a result of the Offer.

17. Procedure for acceptance of the Offer or the Warrant Offer

This section should be read together with the instructions and (in respect of Chromex Shares in certificated form only) the notes on the white Offer Form of Acceptance which is deemed to form part of the terms of the Offer and (in respect of Chromex Warrants in certificated form only) the blue Warrant Form of Acceptance which is deemed to form part of the terms of the Warrant Offer.

Holders of Chromex Shares or Chromex Warrants in certificated form may only accept the Offer or the Warrant Offer in respect of such shares or warrants by completing and returning the enclosed Offer Form of Acceptance and or Warrant Form of Acceptance (as the case may be) in accordance with the procedure set out in paragraph (a) below. Holders of Chromex Shares or Chromex Warrants in certificated form, but under different designations should complete a separate Offer Form of Acceptance and or Warrant Form of Acceptance (as the case may be) for each designation.

Holders of Chromex Shares or Chromex Warrants in uncertificated form (that is in CREST) may only accept the Offer in respect of such shares by TTE instruction in accordance with the procedure set out in paragraph (b) below and, if those shares are held under different member account IDs, a separate TTE instruction should be sent for each member account ID.

You should note that if you hold Chromex Shares or Chromex Warrants in both certificated form and uncertificated form you should follow the procedures set out in paragraphs (a) and (b) below for each type of holding separately.

If you hold Chromex Warrants and you exercise your right to subscribe for Chromex Shares under some or all of your Chromex Warrants and you wish to accept the Offer in respect of the Chromex Shares to be issued as a result of your exercise of the Chromex Warrants you should follow the procedures set out in paragraphs (a) and (b) (as applicable) in respect of the Chromex Shares and should also follow the procedures set out in paragraphs (a) and (b) (as applicable) in respect of the remainder (if any) of your Chromex Warrants. You should ensure that you have enough time to follow the procedures set out below before exercising your right to subscribe for Chromex Shares.

(a) Chromex Shares and/or Chromex Warrants held in certificated form

(i) To accept the Offer in respect of your Chromex Shares and/ or Chromex Warrants held in certificated form

To accept the Offer in respect of Chromex Shares held in certificated form you should complete Boxes 1 and 3 of the enclosed white Offer Form of Acceptance and you must sign Box 2 of the Offer Form of Acceptance in the presence of a witness, who should also sign in accordance with the instructions printed on the Offer Form of Acceptance. If you do not insert a number in Box 1, a valid acceptance will be deemed to be made in respect of all the Chromex Shares held by you in certificated form. In addition, you must be able to make the representations and warranties set out in paragraph (c) of Part C of Appendix I of this Document.

To accept the Warrant Offer in respect of Chromex Warrants held in certificated form you should complete Boxes 1 and 3 of the enclosed blue Warrant Form of Acceptance and you must sign Box 2 of the blue Warrant Form of Acceptance in the presence of a witness, who should also sign in accordance with the instructions printed on the Warrant Form of Acceptance. If you do not insert a number in Box 1, a valid acceptance will be deemed to be made in respect of all the Chromex Warrants held by you in certificated form. In addition, you must be able to make the representations and warranties set out in paragraph (c) of Part C of Appendix I of this Document.

The Offer and the Warrant Offer may only be accepted by Chromex Shareholders and Chromex Warrantholders who are not Restricted Overseas Persons.

If you have any questions as to how to complete the Form(s) of Acceptance or wish to receive additional Forms of Acceptance, please telephone Capita Registrars between 9:00 a.m. and 5:00 p.m. (London time) Monday to Friday on 0871 664 0321 from within the United Kingdom or +44 20 8639 3399 if calling from outside the United Kingdom. Calls to the 0871 664 0321 number cost 10 pence per minute (including VAT) plus your service provider's network extras. Calls to the helpline from outside the United Kingdom will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Offer or the Warrant Offer or give any financial, legal or tax advice.

(ii) *Return of Form(s) of Acceptance*

To accept the Offer or the Warrant Offer in respect of Chromex Shares or Chromex Warrants in certificated form, the relevant completed Form of Acceptance should be returned, by post or (during normal business hours only) by hand Capita Registrars, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU United Kingdom at that address together with the relevant share certificate(s) or warrant certificate(s) for such Chromex Shares or Chromex Warrants and/or other document(s) of title (see paragraph (iv) below), as soon as possible, **but in any event so as to be received by no later than 1.00 p.m. (London time) on 8 November 2010.** A reply-paid envelope is enclosed for your convenience. No acknowledgement of receipt of documents will be given.

Any Form of Acceptance received in an envelope postmarked in a Restricted Jurisdiction or otherwise appearing to have been sent from a Restricted Jurisdiction may be rejected as an invalid acceptance of the Offer or the Warrant Offer. For further information on overseas shareholders see paragraph (v) below, paragraph 6 of Part B of Appendix I and paragraph (c) of Part C of Appendix I.

(iii) *Chromex Shares or Chromex Warrants in certificated form – documents of title*

If your Chromex Shares or Chromex Warrants are in certificated form, the completed, signed and witnessed relevant Form of Acceptance should be accompanied by the relevant share certificate(s) or warrant certificate(s) and/or other document(s) of title. If for any reason the relevant share certificate(s) or warrant certificate(s) and/or the other documents of title is/are lost or not readily available, you should nevertheless complete, sign and return the Form(s) of Acceptance as stated above so as to be received by Capita Registrars **no later than 1.00 p.m. (London time) on 8 November 2010.** You should send with the Form(s) of Acceptance any share certificate(s) or warrant certificate(s) and/or other document(s) of title which you may have available and a letter stating that the remaining document(s) will follow as soon as possible or that you have lost one or more of your share certificate(s) and/or other document(s) of title. You should then arrange for the relevant share certificate(s) or warrant certificate(s) and/or other document(s) of title to be forwarded as soon as possible. If you have lost your share certificate(s) or warrant certificate(s) and/or other document(s) of title, you should contact Chromex's registrars, Share Registrars Limited, Suite E First Floor, 9 Lion and Lamb Yard, Farnham, Surrey, GU9 7LL (telephone no. +44 (0) 1252 821 390) for a letter of indemnity for lost share certificate(s) or warrant certificate and/or other document(s) of title which, when completed in accordance with the instructions given, should be returned to Capita Registrars at the address set out on the relevant Form of Acceptance. Otherwise, by completing and signing the Form(s) of Acceptance you agree to the declaration, undertaking and indemnity set out in note 4 on page 2 of the relevant Form of Acceptance in favour of Chromex, Synergy Africa and Capita Registrars including in respect of all share or warrant claims (as applicable), demands, liabilities, charges and expenses relating to the share certificate(s) or warrant certificate(s) (as applicable) and/or other document(s) of title that are lost or otherwise not enclosed with your Form(s) of Acceptance or otherwise not forwarded separately.

(iv) *Validity of acceptance*

Without prejudice to Parts B and C of Appendix I of this Document, Synergy Africa reserves the right (subject to the provisions of the Code) to treat as valid in whole or in part any acceptance of the Offer in relation to Chromex Shares in certificated form, or the Warrant

Offer in relation to Chromex Warrants in certificated form, which is not entirely in order or which is not accompanied by the relevant share certificate(s) or warrant certificate(s) and/or other document(s) of title. In that event, no payment of cash under the Offer or under the Warrant Offer will be made until after (as applicable) the relevant share certificate(s) or warrant certificate(s) and/or other document(s) of title or indemnities satisfactory to Synergy Africa have been received.

If you are in any doubt as to the procedure for acceptance, please contact Capita Registrars between 9:00 a.m. and 5:00 p.m. (London time) Monday to Friday on 0871 664 0321 from within the United Kingdom or +44 20 8639 3399 if calling from outside the United Kingdom. Alternatively, you may contact Capita Registrars in writing at Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU United Kingdom.

Calls to the 0871 664 0321 number cost 10 pence per minute (including VAT) plus your service provider's network extras. Calls to the helpline from outside the United Kingdom will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Offer or the Warrant Offer or give any financial legal or tax advice.

(v) *Overseas shareholders/warrantholders*

The attention of Chromex Shareholders and Chromex Warrantholders holding Chromex Shares or Chromex Warrants in certificated form who are citizens or residents of jurisdictions outside the United Kingdom, or who are nominees of, or custodians or trustees for, any such person, or who intend to forward this Document to any jurisdiction outside the United Kingdom is drawn to paragraph 6 of Part B and paragraph (c) of Part C of Appendix I of this Document, and to the relevant provisions of the relevant Form of Acceptance, which they should read before taking any action.

The availability of the Offer or the Warrant Offer to persons not resident in the United Kingdom may be affected by the laws of the jurisdictions in which such persons are resident. Persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about and observe any applicable requirements.

If you are a Restricted Overseas Person, you will not be able to accept the Offer or the Warrant Offer. The Offer and the Warrant Offer is not being made, directly or indirectly, in or into, or by the use of the mails or any means or instrumentality (including, without limitation telephonically or electronically of interstate or foreign commerce of, or any facilities of a national securities exchange of, a Restricted Jurisdiction. Copies of this Document, the Forms of Acceptance and any related offering documents are not being, and may not be, mailed or otherwise distributed in, into or from a Restricted Jurisdiction. Accordingly, any accepting Chromex Shareholder or Chromex Warrantholder who holds certificated shares or warrants who is unable to give the representation and warranty set out in paragraph (c) of Part C of Appendix I of this Document may be deemed not to have accepted the Offer or the Warrant Offer.

(b) Chromex Shares and/or Chromex Warrants in uncertificated form (that is in CREST)

If your Chromex Shares and/or Chromex Warrants are in uncertificated form (that is in CREST), to accept the Offer or the Warrant Offer you should take (or procure the taking of) the action set out below to transfer the Chromex Shares or Chromex Warrants in respect of which you wish to accept the Offer or the Warrant Offer to the appropriate escrow balance(s), specifying Capita Registrars as Receiving Agent (in its capacity as a CREST participant under the Escrow Agent's participant ID referred to below) as the Escrow Agent, as soon as possible **and in any event so that the TTE Instruction settles not later than 1.00 p.m. (London time) on 8 November 2010. Note that settlement cannot take place on weekends or bank holidays (or other times at which the CREST system is non-operational) – you should therefore ensure you time the input of any TTE Instructions accordingly.**

The input and settlement of a TTE Instruction in accordance with this paragraph (b) will (subject to satisfying the requirements set out in Parts B and D of Appendix I) constitute an acceptance of the Offer or the Warrant Offer in respect of the number of Chromex Shares or Chromex Warrants so transferred to escrow.

If you are a CREST sponsored member, you should refer to your CREST sponsor before taking any action. Only your CREST sponsor will be able to send the TTE Instruction(s) to Euroclear in relation to your Chromex Shares or Chromex Warrants.

After settlement of a TTE Instruction, you will not be able to access the Chromex Shares or Chromex Warrants concerned in CREST for any transaction or charging purposes. If the Offer becomes or is declared unconditional in all respects, the Escrow Agent, Capita Registrars, will transfer the Chromex Shares or Chromex Warrants concerned to itself in accordance with paragraph (d) of Part D of Appendix I of this Document.

You are recommended to refer to the CREST manual published by Euroclear for further information on the CREST procedures outlined below.

You should note that Euroclear does not make available special procedures, in CREST, for any particular corporate action. Normal system timings and limitations will therefore apply in connection with a TTE Instruction and its settlement. You should therefore ensure that all necessary action is taken by you (or by your CREST sponsor) to enable a TTE Instruction relating to your Chromex Shares or Chromex Warrants to settle prior to 1.00 p.m. (London time) on 8 November 2010. In this connection you are referred in particular to those sections of the CREST manual concerning practical limitations of the CREST system and timings.

(i) *To accept the Offer in respect of your Chromex Shares held in uncertificated form*

To accept the Offer in respect of Chromex Shares held in uncertificated form, you should send (or if you are a CREST sponsored member, procure that your CREST sponsor sends) to Euroclear a TTE Instruction in relation to such Chromex Shares.

A TTE Instruction to Euroclear must be properly authenticated in accordance with Euroclear's specifications for transfers to escrow and must contain the following details:

- the ISIN number for the Chromex Shares, which is GB00B16QP362;
- the number of Chromex Shares in respect of which you wish to accept the Offer (i.e. the number of Chromex Shares to be transferred to escrow);
- your member account ID;
- your participant ID;
- the participant ID of the Escrow Agent, Capita Registrars in its capacity as Receiving Agent. This is RA10;
- the member account ID of the Escrow Agent for the Offer. This is SYNCHR01;
- the intended settlement date. This should be as soon as possible and in any event not later than **8 November 2010**;
- the corporate action number of the Offer, which is allocated by CREST and can be found by viewing the relevant corporate action details in CREST;
- input with standard delivery instruction priority of 80; and
- contact name and telephone number inserted in the shared note field.

(ii) *To accept the Warrant Offer in respect of your Chromex Warrants held in uncertificated form*

To accept the Warrant Offer in respect of Chromex Warrants held in uncertificated form, you should send (or if you are a CREST sponsored member, procure that your CREST sponsor sends) to Euroclear a TTE Instruction in relation to such Chromex Warrants.

A TTE Instruction to Euroclear must be properly authenticated in accordance with Euroclear's specifications for transfers to escrow and must contain the following details:

- the ISIN number for the Chromex Warrants, which is GB00B1BRZJ03;
- the number of Chromex Warrants in respect of which you wish to accept the Warrant Offer (i.e. the number of Chromex Warrants to be transferred to escrow);
- your member account ID;

- your participant ID;
- the participant ID of the Escrow Agent, Capita Registrars in its capacity as Receiving Agent. This is RA10;
- the member account ID of the Escrow Agent for the Offer. This is SYNCHR02;
- the intended settlement date. This should be as soon as possible and in any event not later than **8 November 2010**;
- the corporate action number of the Warrant Offer, which is allocated by CREST and can be found by viewing the relevant corporate action details in CREST;
- input with standard delivery instruction priority of 80; and
- contact name and telephone number inserted in the shared note field.

(iii) *Validity of acceptances in respect of Chromex Shares or Chromex Warrants in uncertificated form*

A Form of Acceptance which is received in respect of Chromex Shares or Chromex Warrants held in uncertificated form will not constitute a valid acceptance and will be disregarded. Holders of Chromex Shares or Chromex Warrants in uncertificated form who wish to accept the Offer or the Warrant Offer should note that a TTE Instruction will only be a valid acceptance of the Offer or the Warrant Offer as at the relevant closing date if it has settled on or before that date. An Alternative TTE Instruction which settles after 1.00 p.m. (London time) on 8 November 2010 but before the relevant closing date of the Offer or the Warrant Offer will be taken to constitute an acceptance of the Offer or the Warrant Offer.

(iv) *Overseas shareholders*

The attention of Chromex Shareholders and Chromex Warrantholders holding Chromex Shares or Chromex Warrants in uncertificated form and who are citizens or residents of jurisdictions outside the United Kingdom, or who are nominees of, or custodians or trustees for, any such person, or who intends to forward this Document to any jurisdiction outside the United Kingdom is drawn to paragraph 6 of Part B and paragraph (c) of Part D of Appendix I, which they should read before taking any action.

The availability of the Offer or the Warrant Offer to persons not resident in the United Kingdom may be affected by the laws of the jurisdictions in which such persons are resident. Persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about and observe any applicable requirements.

If you are a Restricted Overseas Person, you will not be able to accept the Offer or the Warrant Offer. The Offer and the Warrant Offer is not being made, directly or indirectly, in or into, or by the use of the mails or any means or instrumentality (including, without limitation telephonically or electronically of interstate or foreign commerce of, or any facilities of a national securities exchange of, a Restricted Jurisdiction. Copies of this Document, the Forms of Acceptance and any related offering documents are not being, and may not be, mailed or otherwise distributed in, into or from a Restricted Jurisdiction. Accordingly, any accepting Chromex Shareholder or Chromex Warrantholder who holds uncertificated shares or warrants who is unable to give the representation and warranty set out in paragraph (c) of Part D of Appendix I of this Document may be deemed not to have accepted the Offer or the Warrant Offer.

(c) General

Synergy Africa will make an appropriate announcement if any of the details contained in paragraph (a) or (b) above alter for any reason.

Normal CREST procedures (including timings) apply in relation to any Chromex Shares and Chromex Warrants that are, or are to be, converted from uncertificated to certificated form, or from certificated to uncertificated form, during the course of the Offer (whether any such conversion arises as a result of a transfer of Chromex Shares or otherwise). Holders of Chromex Shares or Chromex Warrants who are proposing so to convert any such shares or warrants are recommended to ensure that the conversion procedures are implemented in sufficient time to enable the person

holding or acquiring the shares as a result of the conversion to take all necessary steps in connection with an acceptance of the Offer or the Warrant Offer (in particular, as regards delivery of share certificate(s) or warrant certificate(s) or other documents of title or transfers to an escrow balance as described above) prior to 1.00 p.m. (London time) on 8 November 2010.

If you are in any doubt as to the procedure for acceptance, please contact Capita Registrars between 9:00 a.m. and 5:00 p.m. (London time) Monday to Friday on 0871 664 0321 from within the United Kingdom or +44 20 8639 3399 if calling from outside the United Kingdom. Alternatively, you may contact Capita Registrars in writing at Capita Registrars, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU United Kingdom. You are reminded that, if you are a CREST sponsored member, you should contact your CREST sponsor before taking any action.

Calls to the 0871 664 0321 number cost 10 pence per minute (including VAT) plus your service provider's network extras. Calls to the helpline from outside the United Kingdom will be charged at applicable international rates. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Offer or the Warrant Offer or give any financial legal or tax advice.

18. Settlement

Subject to the Offer becoming or being declared unconditional in all respects (and except as provided in paragraph 6 of Part B of Appendix I of this Document in the case of certain overseas Chromex Shareholders and Chromex Warranholders) settlement of the cash consideration to which any Chromex Shareholder is entitled under the Offer or any Chromex Warranholder is entitled under the Warrant Offer will be effected (i) in the case of acceptances received, which are valid and complete in all respects, by the date on which the Offer becomes or is declared unconditional in all respects, within 14 days of such date; or (ii) in the case of acceptances received, which are valid and complete in all respects, after the date on which the Offer becomes or is declared unconditional in all respects but while it remains open for acceptance, within 14 days of such receipt, in the following manner:

(a) Chromex Shares and/or Chromex Warrants in certificated form

Where an acceptance relates to Chromex Shares and/or Chromex Warrants in certificated form, settlement of any cash due will be dispatched by first class post (or by such other method as the Panel may approve). All such payments will be made in pounds sterling by cheque drawn on a branch of a UK clearing bank.

(b) Chromex Shares or Chromex Warrants in uncertificated form (that is, in CREST)

Where an acceptance relates to Chromex Shares and/or Chromex Warrants in uncertificated form the cash consideration to which the accepting Chromex Shareholder is entitled will be paid by means of a CREST payment in favour of the accepting Chromex Shareholder's payment bank in respect of the cash consideration due, in accordance with the CREST payment arrangements.

(c) General

If the Offer does not become or is not declared unconditional in all respects (i) completed Form(s) of Acceptance, the relevant share certificate(s), warrant certificate(s) and/or other document(s) of title will be returned by post (or such other method as may be approved by the Panel) within 14 days of the Offer lapsing, to the person or agent whose name and address (outside a Restricted Jurisdiction) is set out in Box 6 of the relevant Form of Acceptance or, if none is set out, to the first named or sole holder at his registered address (outside a Restricted Jurisdiction) and (ii) the Escrow Agent will, immediately after the lapsing of the Offer (or within such longer period, not exceeding 14 days after the Offer lapses, as the Panel may approve), give TFE Instructions to Euroclear to transfer all Chromex Shares and Chromex Warrants held in escrow balances and in relation to which it is the Escrow Agent for the purposes of the Offer and the Warrant Offer to the original available balances of the Chromex Shareholders and Chromex Warranholders concerned.

All documents and remittances sent by, to or from Chromex Shareholders or Chromex Warranholders or their appointed agents will be sent at their own risk.

19. Compulsory acquisition and cancellation of admission to trading of the Chromex Shares on AIM

If Synergy Africa receives acceptances under the Offer in respect of, and/or otherwise acquires, 90 per cent. or more of the Chromex Shares to which the Offer relates and the Offer becomes unconditional in all respects, Synergy Africa will exercise its rights pursuant to the provisions of sections 974-991 of the Act to acquire compulsorily the remaining Chromex Shares on the same terms as the Offer.

If the Offer becomes or is declared unconditional in all respects then Synergy Africa intends to procure the making of an application by Chromex for the cancellation of the admission to trading of the Chromex Shares on AIM. Synergy Africa intends to procure that at least 20 Business Days' notice of such cancellation is given to Chromex Shareholders. Cancellation of the admission to trading of the Chromex Shares on AIM would significantly reduce the liquidity and marketability of all Chromex Shares not assented to the offer at that time.

20. Further information

Your attention is drawn to the further information contained in the Appendices which form part of this Document.

21. Action to be taken

If you wish to accept the Offer in respect of Chromex Shares in certificated form (that is not in CREST), please return the white Offer Form of Acceptance duly completed, by post or (during normal business hours only) by hand to Capita Registrars, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU United Kingdom as soon as possible and, in any event, to be received by no later than 1.00 p.m. (London time) on 8 November 2010. The procedure for acceptance is set out in paragraph 17(a) of this letter and in the white Offer Form of Acceptance.

If you wish to accept the Offer in respect of your Chromex Shares in uncertificated form (that is in CREST), please send (or, if you are a CREST sponsored member procure that your CREST sponsor sends) a TTE Instruction in accordance with the procedure set out above in paragraph 17(b) of this letter, as soon as possible and in any event so that the TTE Instruction settles not later than 1.00 p.m. (London time) on 8 November 2010.

If you wish to accept the Warrant Offer in respect of your Chromex Warrants in certified form, please return the blue Warrant Form of Acceptance duly completed, by post or (during normal business hours only) by hand to Capita Registrars, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU United Kingdom as soon as possible and, in any event, to be received by no later than 1.00 p.m. (London time) on 8 November 2010. The procedure for acceptance is set out in paragraph 17(a) of this letter and in the blue Warrant Form of Acceptance.

If you wish to accept the Offer in respect of your Chromex Warrants in uncertificated form (that is in CREST), please send (or, if you are a CREST sponsored member procure that your CREST sponsor sends) a TTE Instruction in accordance with the procedure set out above in paragraph 17(b) of this letter, as soon as possible and in any event so that the TTE Instruction settles not later than 1.00 p.m. (London time) on 8 November 2010.

Yours faithfully

for Synergy Africa

Danko Koncar
Director

APPENDIX I

CONDITIONS AND FURTHER TERMS OF THE OFFER AND THE WARRANT OFFER

PART A: Conditions of the Offer and the Warrant Offer

1. Conditions of the Offer

The Offer will be subject to the following conditions:

- (a) valid acceptances being received (and not, where permitted, withdrawn) by 3.00 p.m. on the first closing date of the Offer (or such later time(s) and/or date(s) as Synergy Africa may, subject to the rules of the Code, decide) in respect of not less than 90 per cent. (or such lesser percentage as Synergy Africa may decide) in nominal value of the Chromex Shares to which the Offer relates, provided that this condition will not be satisfied unless Synergy Africa shall have acquired or agreed to acquire, whether pursuant to the Offer or otherwise, Chromex Shares carrying, in aggregate, more than 50 per cent. of the voting rights then exercisable at a general meeting of Chromex, including for this purpose to the extent (if any) required by the Panel, any such voting rights attaching to any Chromex Shares that may be unconditionally allotted or issued before the Offer becomes or is declared unconditional as to acceptances whether pursuant to the exercise of any outstanding conversion or subscription rights or otherwise, and for this purpose:
 - (i) the expression “Chromex Shares to which the Offer relates” shall be construed in accordance with sections 974–991 of the Act;
 - (ii) the expression “shares that may be unconditionally allotted or issued” shall include any Treasury Shares which are unconditionally transferred or sold by Chromex; and
 - (iii) shares which have been unconditionally allotted but not issued shall be deemed to carry the voting rights which they will carry on being entered into the register of members of Chromex;
- (b) the passing at an extraordinary general meeting of Ruukki of a resolution to approve the Related Party Transaction to be entered into between Ruukki and Kermas in connection with the establishment and funding of Synergy Africa and the acquisition and holding of Chromex Shares as required by chapter 11 of the Listing Rules;
- (c) the requisite approval of the acquisition resulting from the implementation of the Offer by the relevant South African competition authority under chapter 3 of the Competition Act, No. 89 of 1998 of South Africa;
- (d) written confirmation being obtained from the South African Department of Mineral Resources that the acquisition resulting from implementation of the Offer will not require the approval of the Minister of Mineral Resources under section 11 of the Minerals and Petroleum Resources Development Act, No. 28 of 2002 of South Africa (the “MPRD Act”) or, if an amendment to the MPRD Act comes into effect with the result that such approval is required before implementation of the Offer, under the MPRD Act as so amended (this condition has now been waived);
- (e) no government or governmental, quasi-governmental, supranational, statutory, administrative or regulatory body, authority, court, trade agency, association, institution, environmental body or any other person or body in any jurisdiction (each a “**Relevant Authority**”) having decided to take, instituted, implemented or threatened any action, proceedings, suit, investigation, enquiry or reference, or made, proposed or enacted any statute, regulation, order or decision or taken any other steps and there not continuing to be outstanding any statute, regulation, order or decision, which would or might:
 - (i) make the Offer or the acquisition of any Chromex Shares, or control of Chromex by Synergy Africa void, illegal or unenforceable or otherwise materially restrict, restrain, prohibit, delay or interfere with the implementation thereof, or impose material additional conditions or obligations with respect thereto, or require material amendment thereof or otherwise challenge or interfere therewith;
 - (ii) require or prevent the divestiture by Chromex or any of its subsidiaries or subsidiary undertakings or any associated undertaking or any company of which 20 per cent. or more of the voting capital is held by the Chromex Group or any partnership, joint venture, firm or company in which any member of the Chromex Group may be interested (the “**wider Chromex Group**”) or by Synergy Africa or any of its subsidiaries or subsidiary undertakings or

any associated undertaking or any company of which 20 per cent. or more of the voting capital is held by the Synergy Africa Group or any partnership, joint venture, firm or company in which any member of the Synergy Africa Group may be interested (the “**wider Synergy Africa Group**”) of all or a material portion of their respective businesses, assets or property or impose any material limitation on the ability of any of them to conduct their respective businesses or own any of their material assets or property;

- (iii) impose any limitation on or result in a delay in the ability of any member of the wider Chromex Group or the wider Synergy Africa Group to acquire or to hold or to exercise effectively any rights of ownership of shares or loans or securities convertible into shares in any member of the wider Chromex Group or of the wider Synergy Africa Group held or owned by it or to exercise management control over any member of the wider Chromex Group or of the wider Synergy Africa Group to an extent which is material in the context of the Chromex Group taken as a whole or, as the case may be, the Synergy Africa Group taken as a whole; or
- (iv) otherwise materially and adversely affect the assets, business, profits or prospects of any member of the wider Synergy Africa Group or of any member of the wider Chromex Group;

and all applicable waiting and other time periods during which any such Relevant Authority could decide to take, institute, implement or threaten any such action, proceeding, suit, investigation, enquiry or reference having expired, lapsed or been terminated;

- (f) all necessary notifications and filings having been made, all applicable waiting periods (including any extensions thereof) under any applicable legislation or regulations of any jurisdiction having expired, lapsed or been terminated, in each case in respect of the Offer and the acquisition of any Chromex Shares, or of control of Chromex, by Synergy Africa, and all authorisations, orders, recognitions, grants, consents, licences, confirmations, clearances, permissions and approvals (“**Authorisations**”) necessary or appropriate in any jurisdiction for, or in respect of, the Offer and the proposed acquisition of any Chromex Shares, or of control of Chromex, by Synergy Africa and to carry on the business of any member of the wider Synergy Africa Group or of the wider Chromex Group having been obtained, in terms and in a form satisfactory to Synergy Africa, from all appropriate Relevant Authorities and from any persons or bodies with whom any member of the wider Synergy Africa Group or the wider Chromex Group has entered into contractual arrangements and all such Authorisations remaining in full force and effect at the time at which the Offer becomes unconditional in all respects and Synergy Africa having no knowledge of an intention or proposal to revoke, suspend or modify or not to renew any of the same and all necessary statutory or regulatory obligations in any jurisdiction having been complied with;
- (g) except as publicly announced by Chromex prior to 30 September 2010 (by the delivery of an announcement to a Regulatory Information Service) or as otherwise fairly disclosed prior to 30 September 2010 in writing to any member of the Synergy Africa Group by or on behalf of Chromex in the course of negotiations or otherwise as a result of the Offer, there being no provision of any arrangement, agreement, licence, permit or other instrument to which any member of the wider Chromex Group is a party or by or to which any such member or any of their assets is or may be bound, entitled or be subject to and which, in consequence of the Offer or the acquisition or proposed acquisition of any Chromex Shares, or control of Chromex, by Synergy Africa or otherwise, would or might, to an extent which is material in the context of the Chromex Group taken as a whole, result in:
 - (i) any monies borrowed by, or other indebtedness actual or contingent of, any such member of the wider Chromex Group being or becoming repayable or being capable of being declared immediately or prior to its or their stated maturity or the ability of any such member to borrow monies or incur any indebtedness being inhibited or becoming capable of being withdrawn;
 - (ii) the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any such member or any such security (whenever arising or having arisen) being enforced or becoming enforceable;
 - (iii) any such arrangement, agreement, licence or instrument being terminated or adversely modified or any action being taken of an adverse nature or any obligation or liability arising thereunder;

- (iv) any assets of any such member being disposed of or charged, or right arising under which any such asset could be required to be disposed of or charged, other than in the ordinary course of business;
 - (v) the interest or business of any such member of the wider Chromex Group in or with any firm or body or person, or any agreements or arrangements relating to such interest or business, being terminated or adversely modified or affected;
 - (vi) any such member ceasing to be able to carry on business under any name under which it presently does so;
 - (vii) the creation of liabilities (actual or contingent) by any such member; or
 - (viii) the financial or trading position of any such member being prejudiced or adversely affected,
- (h) except as publicly disclosed in Chromex's annual report documents for the year ended 30 September 2009 or in the interim report for the six months to 31 March 2010 or as otherwise publicly announced by Chromex prior to 30 September 2010 (by the delivery of an announcement to a Regulatory Information Service) or as otherwise fairly disclosed prior to 30 September 2010 in writing to any member of the Synergy Africa Group by or on behalf of Chromex in the course of negotiations or otherwise as a result of the Offer, no member of the wider Chromex Group having, since 30 September 2009:
- (i) issued, agreed to issue or proposed the issue of additional shares or securities of any class, or securities convertible into, or exchangeable for or rights, warrants or options to subscribe for or acquire, any such shares, securities or convertible securities (save as between Chromex and wholly-owned subsidiaries of Chromex and save for options granted, and for any Chromex Shares allotted upon exercise of Chromex Warrants or options granted under the Chromex Share Options before the date hereof), or redeemed, purchased or reduced any part of its share capital;
 - (ii) sold or transferred or agreed to sell or transfer any Treasury Shares;
 - (iii) recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus, dividend or other distribution other than to Chromex or a wholly-owned subsidiary of Chromex;
 - (iv) agreed, authorised, proposed or announced its intention to propose any merger or demerger or acquisition or disposal of assets or shares which are material in the context of the Chromex Group taken as a whole (other than in the ordinary course of trading) or to any material change in its share or loan capital;
 - (v) issued, authorised or proposed the issue of any debentures or incurred any indebtedness or contingent liability which is material in the context of the Chromex Group taken as a whole;
 - (vi) acquired or disposed of or transferred, mortgaged or encumbered any asset or any right, title or interest in any asset (other than in the ordinary course of trading) in a manner which is material in the context of the Chromex Group taken as a whole;
 - (vii) entered into or varied or announced its intention to enter into or vary any contract, arrangement or commitment (whether in respect of capital expenditure or otherwise) which is of a long-term or unusual nature or involves or could involve an obligation of a nature or magnitude, and in either case which is material in the context of the Chromex Group taken as a whole;
 - (viii) entered into or proposed or announced its intention to enter into any reconstruction, amalgamation, transaction or arrangement (otherwise than in the ordinary course of business) which is material in the context of the Chromex Group taken as a whole;
 - (ix) taken any action nor having had any steps taken or legal proceedings started or threatened against it for its winding-up or dissolution or for it to enter into any arrangement or composition for the benefit of its creditors, or for the appointment of a receiver, administrator, trustee or similar officer if it or any of its assets (or any analogous proceedings or appointment in any overseas jurisdiction);

- (x) been unable, or admitted in writing that it is unable, to pay its debts or having stopped or suspended (or threatened to stop or suspend) payment of its debts generally or ceased or threatened to cease carrying on all or a substantial part of its business;
 - (xi) entered into or materially varied or made any offer to enter into or materially vary the terms of any service agreement or arrangement with any of the Chromex Directors;
 - (xii) waived, compromised or settled any claim which is material in the context of the wider Chromex Group; or
 - (xiii) entered into or made an offer (which remains open for acceptance) to enter into any agreement, arrangement or commitment or passed any resolution with respect to any of the transactions or events referred to in this paragraph (h);
- (i) since 30 September 2009, except as publicly disclosed in Chromex's annual report and accounts for the year ended 30 September 2009 or in the interim report for the six months to 31 March 2010 or as otherwise publicly announced by Chromex prior to 30 September 2010 (by the delivery of an announcement to a Regulatory Information Service) or as otherwise fairly disclosed prior to 30 September 2010 in writing to any member of the Synergy Africa Group by or on behalf of Chromex in the course of negotiations or otherwise as a result of the Offer, or as disclosed in the announcement of the Offer made on 30 September 2010;
- (i) there having been no adverse change in the business, assets, financial or trading position or profits or prospects of any member of the wider Chromex Group which in any such case is material in the context of the Chromex Group taken as a whole;
 - (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings having been instituted, announced or threatened by or against or remaining outstanding against any member of the wider Chromex Group and no enquiry or investigation by or complaint or reference to any Relevant Authority against or in respect of any member of the wider Chromex Group having been threatened, announced or instituted or remaining outstanding which in any such case could have a material affect on that member of the Chromex Group; and
 - (iii) no contingent or other liability having arisen or been incurred which might reasonably be expected to adversely affect any member of the Chromex Group in a manner which is material in the context of the wider Chromex Group;
- (j) Synergy Africa not having discovered that, save as disclosed in Chromex's annual report and accounts for the year ended 30 September 2009 or in the interim report for the six months to 31 March 2010 or as otherwise publicly announced by Chromex prior to 30 September 2010 (by the delivery of an announcement to a Regulatory Information Service):
- (i) the financial, business or other information concerning the wider Chromex Group which has been disclosed at any time by or on behalf of any member of the wider Chromex Group whether publicly (by the delivery of an announcement to a Regulatory Information Service) or to the Synergy Africa Group or its professional advisers, either contains a material misrepresentation of fact or omits to state a fact necessary to make the information contained therein not materially misleading; or
 - (ii) any member of the wider Chromex Group is subject to any liability, contingent or otherwise, which is not disclosed in the annual report and accounts of Chromex for the financial year ended 30 September 2009 or in the interim report for the six months to 31 March 2010 and which is material in the context of the Chromex Group taken as a whole;
 - (iii) any past or present member of the wider Chromex Group has not complied with all applicable legislation or regulations of any jurisdiction or any notice or requirement of any Relevant Authority with regard to the storage, disposal, discharge, spillage, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or harm human health which non-compliance would be likely to give rise to any liability which is material in the context of the Chromex Group as a whole (whether actual or contingent) on the part of any member of the wider Chromex Group;
 - (iv) there has been a disposal, spillage, emission, discharge or leak of waste or hazardous substance or any substance likely to impair the environment or harm human health on, or from, any land or other asset now or previously owned, occupied or made use of by any past or present

member of the wider Chromex Group, or which any such member may now or previously have had an interest, would be likely to give rise to any liability which is material in the context of the Chromex Group as a whole (whether actual or contingent) on the part of any member of the wider Chromex Group;

- (v) there is or is likely to be any obligation or liability (whether actual or contingent) to make good, repair, reinstate or clean up any property now or previously owned, occupied or made use of by any past or present member of the wider Chromex Group or in which any such member may now or previously have had an interest under any environmental legislation or regulation or notice, circular or order of any Relevant Authority in any jurisdiction; or
- (vi) circumstances exist whereby a person or class of persons would be likely to have any claim or claims in respect of any product or process of manufacture, or materials used therein, now or previously manufactured, sold or carried out by any past or present member of the wider Chromex Group which claim or claims would be likely to materially affect adversely any member of the wider Chromex Group.

2. Certain further terms of the Offer

Synergy Africa reserves the right to amend condition (a) or waive, in whole or in part, all or any of conditions (e) to (j) inclusive. Synergy Africa has now waived condition (d). Synergy Africa also reserves the right, subject to the consent of the Panel, to extend the time allowed under the Code for satisfaction of condition (a) (as may be amended) until such time as conditions (b) to (j) have been satisfied, fulfilled or, to the extent permitted, waived. If Synergy Africa is required by the Panel to make an offer for Chromex Shares under the provisions of Rule 9 of the Code, Synergy Africa may make such alterations to the above conditions, including condition (a) above, as are necessary to comply with the provisions of that Rule.

The Offer will lapse unless the conditions set out above (other than condition (a) to the Offer) are fulfilled or (if capable of waiver) waived or, where appropriate, have been determined by Synergy Africa in its reasonable opinion to be or to remain satisfied by no later than 21 days after the later of the first closing date of the Offer or the date on which the Offer becomes or is declared unconditional as to acceptances, or such later date as the Synergy Africa may, with the consent of the Panel, decide. Synergy Africa shall be under no obligation to waive or treat as satisfied any of conditions (e) to (j) inclusive by a date earlier than the latest date specified above for the satisfaction thereof notwithstanding that the other conditions of the Offer may at such earlier date have been waived or fulfilled or satisfied and that there are at such earlier date no circumstances indicating that any of such conditions may not be capable of fulfilment or satisfaction.

The Offer will lapse if it is referred to the Competition Commission before 3.00 p.m. on the first closing date of the Offer or the date on which the Offer becomes or is declared unconditional as to acceptances, whichever is the later. If the Offer so lapses the Offer will cease to be capable of further acceptance and accepting Chromex Shareholders and Synergy Africa will cease to be bound by acceptances received before the time when the Offer lapses.

3. Conditions of the Warrant Offer

The Warrant Offer is conditional upon the Offer becoming or being declared unconditional in all respects.

PART B: Further terms of the Offer and the Warrant Offer

1. Acceptance period and acceptance condition

- (a) The Offer and the Warrant Offer will initially be open for acceptance until 1.00 p.m. (London time) on 8 November 2010. Although no revision is envisaged, if the Offer or the Warrant Offer is revised it will remain open for acceptance for a period of at least 14 days (or such other period as may be permitted by the Panel) following the date on which the revised Offer or Warrant Offer is sent to Chromex Shareholders and/or Chromex Warranholders as the case may be. Except with the consent of the Panel, no revision of the Offer or the Warrant Offer may be made or sent to Chromex Shareholders and/or Chromex Warranholders as the case may be after 3 December 2010 or, if later, the date which is 14 days before the last date on which the Offer can become unconditional.
- (b) The Offer and the Warrant Offer, whether revised or not, shall not (without the consent of the Panel) be capable of becoming unconditional after midnight on 17 December 2010 (or any other time and/or date beyond which Synergy Africa has stated (and not withdrawn such statement) that the Offer and/or the Warrant Offer will not be extended), nor of being kept open for acceptance after that time and/or date, unless it has previously become unconditional, provided that Synergy Africa reserves the right, with the permission of the Panel, to extend the time for the Offer and the Warrant Offer to become unconditional to any later time(s) and/or date(s).
- (c) Except with the consent of the Panel, Synergy Africa may not, for the purpose of determining whether the acceptance condition has been satisfied, take into account acceptances received or purchases of Chromex Shares or Chromex Warrants made after 1.00 p.m. on 17 December 2010 (or any other time(s) and/or date(s) beyond which Synergy Africa has stated (and not withdrawn such statement) that the Offer and/or the Warrant Offer will not be extended) or such later time(s) and/or date(s) as Synergy Africa, with the permission of the Panel, may determine. If the latest time at which the Offer or the Warrant Offer may become unconditional is extended beyond midnight on 17 December 2010, acceptances received and purchases made in respect of which the relevant documents are received by Capita Registrars after 1.00 p.m. on the relevant date may (except where the Code permits) only be taken into account with the agreement of the Panel.
- (d) If the Offer or the Warrant Offer becomes unconditional, it will remain open for acceptance for not less than 14 days from the date on which it would otherwise have expired. If the Offer or the Warrant Offer has become unconditional and it is stated that the Offer or the Warrant Offer will remain open until further notice, then not less than 14 days' notice in writing will be given to those Chromex Shareholders and Chromex Warranholders who have not accepted the Offer or the Warrant Offer prior to the closing of the Offer or the Warrant Offer.
- (e) If a competitive situation arises (as determined by the Panel) after a "no increase" and/or a "no extension" statement has been made by or on behalf of Synergy Africa in relation to the Offer or the Warrant Offer, Chromex may, if it has specifically reserved the right to do so at the time such statement is made, or otherwise with the consent of the Panel, choose not to be bound by or withdraw such statement and be free to revise or extend the Offer or the Warrant Offer provided it complies with the requirements of the Code and in particular that (i) it makes an announcement to such effect as soon as possible and in any event within four business days after the firm announcement of the competing offer or other competitive situation and notifies Chromex Shareholders and Chromex Warranholders to that effect in writing at the earliest opportunity or, in the case of Chromex Shareholders or Chromex Warranholders with registered addresses outside the United Kingdom or whom Synergy Africa reasonably believes to be nominees, custodians or trustees holding Chromex Shares or Chromex Warrants for such persons, by announcement in the United Kingdom at the earliest opportunity; and (ii) any Chromex Shareholders or Chromex Warranholders who accepted the Offer or the Warrant Offer after the date of the "no increase" or "no extension" statement are given a right of withdrawal as described in paragraph 3(c) below.
- (f) Synergy Africa may choose not to be bound by a "no increase" or "no extension" statement if, having reserved the right to do so, it posts an increased or improved Offer or Warrant Offer which is recommended for acceptance by the board of directors of Chromex, or in any other circumstances permitted by the Panel.
- (g) If a competitive situation arises (as determined by the Panel) and is continuing on 17 December 2010, Synergy Africa will enable holders of Chromex Shares or Chromex Warrants in uncertificated form who have not already validly accepted the Offer or the Warrant Offer but who have previously

accepted the competing offer to accept the Offer or the Warrant Offer by special form of acceptance to take effect on 17 December 2010. It shall be a condition of such special form of acceptance being a valid acceptance of the Offer or the Warrant Offer that (i) it is received by Capita Registrars on or before 17 December 2010; (ii) the relevant Chromex Shareholder or Chromex Warrantholder shall have applied to withdraw his acceptance of the competing offer but that the Chromex Shares or Chromex Warrants to which such withdrawal relates shall not have been released from escrow before 17 December 2010 by the escrow agent to the competing offer; and (iii) the Chromex Shares or Chromex Warrants to which the special form of acceptance relates are not transferred to escrow in accordance with the procedure for acceptance set out in the letter from Synergy Africa contained in this Document on or before 17 December 2010, but an undertaking is given that they will be so transferred as soon as possible thereafter. Chromex Shareholders and Chromex Warrantholders wishing to use such special forms of acceptance should apply to Capita Registrars between 9:00 a.m. and 5:00 p.m. (London time) Monday to Friday, on 0871 664 0321 from within the United Kingdom or +44 20 8639 3399 if calling from outside the United Kingdom, on the business day preceding 17 December 2010 in order that such forms can be despatched. Notwithstanding the right to use such special form of acceptance, holders of Chromex Shares or Chromex Warrants in uncertificated form may not use a Form of Acceptance (or any other purported acceptance form) for the purpose of accepting the Offer or the Warrant Offer in respect of such shares or warrants.

- (h) For the purpose of determining at any particular time whether the acceptance condition has been fulfilled, Synergy Africa shall not be bound (unless otherwise required by the Panel) to take into account any Chromex Shares normally carrying voting rights which have been issued or unconditionally allotted or which arise as the result of the exercise of conversion rights or which have ceased to be Treasury Shares before such time unless Chromex has notified Capita Registrars on behalf of Synergy Africa, before that time in writing, of the relevant details of such issue, allotment, conversion or sale or transfer of Treasury Shares prior thereto at the address and by the methods of delivery referred to in paragraph 17(a) or 17(b) of the letter from Synergy Africa in this Document. Notification by telex, facsimile or other electronic transmission will not be sufficient.
- (i) Synergy Africa reserves the right to treat as valid in whole or in part acceptances of the Offer or the Warrant Offer which are not entirely in order or which are not accompanied by the relevant share certificate(s) or warrant certificate(s) and/or other relevant document(s) of title or not accompanied by the relevant TTE instruction (subject to paragraph 6(c) of this Part B.

2. Announcements

- (a) Without prejudice to paragraph 3(a) of this Part B, by 8.00 a.m. on the next Business Day (the “relevant day”) following the day on which the Offer or the Warrant Offer is due to expire or becomes or is declared unconditional or is revised or extended (or such later time or date as the Panel may agree), Synergy Africa will make an appropriate announcement to a Regulatory Information Service of the position. Such announcement will also state, as relevant:
 - (i) the number of Chromex Shares for which acceptances of the Offer have been received (showing the extent, if any, to which such acceptances have been received from any person acting in concert or deemed to be acting in concert with Synergy Africa for the purposes of the Offer or in respect of Chromex Shares which were subject to an irrevocable commitment procured by Synergy Africa or any of its associates); and/or
 - (ii) the number of Chromex Warrants for which acceptances of the Warrant Offer have been received; and/or
 - (iii) details of any relevant securities of Chromex in respect of which Synergy Africa or any of its associates has an outstanding irrevocable commitment; and/or
 - (iv) details of any relevant securities of Chromex which Synergy Africa or any person acting in concert it has borrowed or lent, save for any borrowed shares which have been either on-lent or sold,

and will in each case specify the percentages of each class of relevant securities of Chromex represented by these figures.

- (b) Any decision to extend the time and/or date by which the acceptance condition has to be fulfilled may be made at any time up to, and will be announced not later than, 8.00 a.m. on the relevant day

(or such later time and/or date as the Panel may agree) and the announcement will state the next expiry date (unless the Offer is unconditional in which case the announcement may state that the Offer will remain open until further notice). In computing the number of Chromex Shares or Chromex Warrants represented by acceptances and/or purchases, there may be included or excluded for announcement purposes, subject to paragraph 6(c) of this Part B, acceptances and purchases not in all respects in order or not accompanied by the relevant share certificate(s) and/or other document(s) of title or not accompanied by the relevant TTE instruction or which are subject to verification.

- (c) In this Appendix I, references to the making of an announcement or the giving of notice by or on behalf of Synergy Africa include the release of an announcement by public relations consultants or by Investec Bank plc in each case on behalf of Synergy Africa and the delivery by hand or telephone, telex or facsimile or other electronic transmission of an announcement to a Regulatory Information Service. An announcement made otherwise than to a Regulatory Information Service shall be notified simultaneously (unless the Panel agrees otherwise) to a Regulatory Information Service.

3. Rights of Withdrawal

- (a) If Synergy Africa, having announced the Offer or the Warrant Offer to be unconditional, fails to comply by 3.30 p.m. on the relevant day (or such later time(s) and/or date(s) as the Panel may agree) with any of the other requirements specified in paragraph 2(a) of this Part B, an accepting Chromex Shareholder or Chromex Warrantholder may (unless the Panel otherwise agrees) immediately thereafter withdraw his acceptance of the Offer or Warrant Offer by written notice signed by such Chromex Shareholder or Chromex Warrantholder (or his agent duly appointed in writing and evidence of whose appointment satisfactory to Synergy Africa is produced with the notice) given by post or by hand to Capita Registrars, Corporate Actions, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, United Kingdom receiving such notice on behalf of Synergy Africa. Alternatively, in the case of Chromex Shares or Chromex Warrants held in uncertificated form, withdrawals can also be effected in the manner set out in paragraph 3(f) of this Part B. Subject to paragraph 1(b) of this Part B, this right of withdrawal may be terminated not less than eight days after the relevant day by Synergy Africa confirming, if such be the case, that the Offer or the Warrant Offer is still unconditional and complying with the other relevant requirements specified in paragraph 2(a) of this Part B. If any such confirmation is given, the first period of 14 days referred to in paragraph 1(d) will run from the date of that confirmation and compliance.
- (b) If by 1.00 p.m. (London time) on 29 November 2010 (or such later time and/or date as the Panel may agree) the Offer and the Warrant Offer has not become unconditional, an accepting Chromex Shareholder or Chromex Warrantholder may withdraw his acceptance of the Offer or the Warrant Offer at any time thereafter in the manner referred to in paragraph 3(a) of this Part B (or in the case of Chromex Shares or Chromex Warrants held in uncertificated form, in the manner set out in paragraph 3(f) of this Part B) before the earlier of (i) the time that the Offer or the Warrant Offer becomes unconditional; and (ii) the final time for lodgement of acceptances of the Offer or the Warrant Offer which can be taken into account in accordance with paragraph 1(b) of this Part B.
- (c) If a “no increase” and/or “no extension” statement has been withdrawn in accordance with paragraph 1(e) of this Part B, any acceptance of the Offer or the Warrant Offer after such statement is made may be withdrawn thereafter in the manner referred to in paragraph 3(a) of this Part B (or in the case of Chromex Shares and Chromex Warrants held in uncertificated form, in the manner set out in paragraph 3(f) of this Part B) not later than the eighth day after the date on which notice of the withdrawal of such statement is sent to Chromex Shareholders or Chromex Warrantholders.
- (d) Except as provided by this paragraph 3 (and subject to paragraph 5 of this Part B), acceptances shall be irrevocable.
- (e) In this paragraph 3, “written notice” (including any letter of appointment, direction or authority) means notice in writing bearing the original signature(s) of the relevant accepting Chromex Shareholder(s) or Chromex Warrantholder(s) or his/their agent(s) duly appointed in writing (satisfactory evidence of whose appointment must be produced with the notice). Notification by telex or facsimile or other electronic transmission or copies will not be sufficient to constitute written notice. No notice which is postmarked in, or otherwise appears to Synergy Africa or its agents to have been sent from, a Restricted Jurisdiction will be treated as valid.

- (f) In the case of Chromex Shares and Chromex Warrants held in uncertificated form, if withdrawals are permitted pursuant to paragraph (3)(a), (3)(b) or (3)(c) of this Part B, an accepting Chromex Shareholder or Chromex Warrantholder may withdraw his acceptance through CREST by sending (or, if a CREST sponsored member, procuring that his CREST sponsor sends) an ESA instruction to settle in CREST in relation to each Electronic Acceptance to be withdrawn. Each ESA instruction must, in order for it to be valid and settle, include the following details:
- the number of Chromex Shares or Chromex Warrants to be withdrawn, together with their ISIN number (which is GB00B16QP362 for the Chromex Shares and GB00B1BRZJ03 for the Chromex Warrants);
 - the member account ID of the accepting shareholder or warrantholder, together with his participant ID;
 - the member account ID of the Escrow Agent (which is SYNCHR01 for the Offer and SYNCHR02 for the Warrant Offer) included in the relevant Electronic Acceptance, together with the Escrow Agent's participant ID (which is RA10);
 - the CREST transaction reference number of the Electronic Acceptance to be withdrawn;
 - the intended settlement date for the withdrawal;
 - the corporate action number for the Offer or the Warrant Offer; and
 - input with standard delivery instruction priority of 80.

Any such withdrawal will be conditional upon the Receiving Agent verifying that the withdrawal request is validly made. Accordingly, the Receiving Agent will on behalf of Synergy Africa reject or accept the withdrawal by transmitting in CREST a receiving agent reject (AEAD) or receiving agent accept (AEAN) message.

4. Revised Offer

- (a) Although no such revision is envisaged, if the Offer or the Warrant Offer (in its original or any previously revised form(s)) is revised (either in its terms or conditions or in the value or form of the consideration offered or otherwise), and any such revised Offer(s) or Warrant Offer(s) represent(s) on the date on which such revision is announced (on such basis as Synergy Africa may consider appropriate) an improvement (or no diminution) in the value of the consideration received and/or retained by a Shareholder or a Chromex Warrantholder (under the offer or otherwise), the benefit of the revised Offer or Warrant Offer will, subject as provided in paragraphs 4(c), 4(d) and 6 of this Part B be made available to any Chromex Shareholder or Chromex Warrantholder who has accepted the Offer or the Warrant Offer in its original or previously revised form(s), and not validly withdrawn such acceptance (each a "Previous Acceptor"). The acceptance by or on behalf of a Previous Acceptor of the Offer or the Warrant Offer in its original or any previously revised form(s) shall, subject as provided in paragraphs 4(c), 4(d) and 6 of this Part B, be deemed to be an acceptance of the Offer or the Warrant Offer as so revised and shall, subject as aforesaid also constitute a separate appointment of each of Synergy Africa, its directors as his attorney and/or agent with authority to accept any such revised Offer or Warrant Offer on behalf of such Previous Acceptor and, if such revised Offer or Warrant Offer includes alternative forms of consideration, to make on his behalf elections for and/or to accept such alternative forms of consideration on his behalf in such proportions as such attorney and/or agent in his absolute discretion thinks fit and to execute on behalf of and in the name of such Previous Acceptor all such further documents (if any) and take such further actions (if any) as may be required to give effect to such acceptances and/or elections. In making any such acceptances or making any such election, the attorney and/or agent shall take into account the nature of any previous acceptances and/or elections made by or on behalf of the Previous Acceptor and such other facts or matters as he may reasonably consider relevant.
- (b) The deemed acceptances and elections referred to in this paragraph 4 shall not apply and the authorities conferred by paragraph 4(b) of this Part B shall not be exercised if, as a result thereof, the Previous Acceptor would (on such basis as Synergy Africa may consider appropriate) thereby receive and/or retain (as appropriate) less consideration in aggregate under the Offer or Warrant Offer or otherwise than would have been received and/or retained (as appropriate) in aggregate consideration as a result of acceptance of the Offer or Warrant Offer in the form in which it was originally accepted and/or elected by such Previous Acceptor or on his behalf (unless such Previous

Acceptor has previously agreed to receive and/or retain (as appropriate) less in aggregate consideration).

- (c) The deemed acceptances and elections referred to in this paragraph 4 shall not apply and the authorities conferred by this paragraph 4 shall be ineffective to the extent that a Previous Acceptor:
- (i) in respect of Chromex Shares or Chromex Warrants in certificated form, lodges with Capita Registrars at the address set out in paragraph 3(a) of this Part B within 14 days of the publication of the document pursuant to which the revision of the Offer or Warrant Offer is made available to Chromex Shareholders or Chromex Warrantholders (or such later date as Synergy Africa may determine), a Form of Acceptance or some other form issued by or on behalf of Synergy Africa in which he validly elects to receive the consideration receivable by him under such revised Offer or Warrant Offer in some other manner; or
 - (ii) in respect of Chromex Shares or Chromex Warrants in uncertificated form, sends (or, if a CREST sponsored member, procures that his CREST sponsor sends) an ESA instruction to settle in CREST in relation to each Electronic Acceptance in respect of which an election is to be varied. Each ESA instruction must, in order for it to be valid and settle, include the following details:
 - the number of Chromex Shares or Chromex Warrants in respect of which the changed election is made, together with their ISIN number (which is GB00B16QP362 for the Chromex Shares and GB00B1BRZJ03 for the Chromex Warrants);
 - the member account ID of the Previous Acceptor, together with his participant ID;
 - the member account ID of the Escrow Agent (which is SYNCHR01 for the Offer and SYNCHR02 for the Warrant Offer) included in the relevant Electronic Acceptance, together with the Escrow Agent's participant ID (which is RA10);
 - the CREST transaction reference number of the Electronic Acceptance in respect of which the election is to be changed;
 - the intended settlement date for the changed election;
 - the corporate action number for the Offer or the Warrant Offer; and
 - in order that the desired change of election can be effected, must include the member account ID of the Escrow Agent relevant to the new election.

Any such change of election will be conditional upon Capita Registrars verifying that the request is validly made. Accordingly, Capita Registrars will on behalf of Synergy Africa reject or accept the requested change of election by transmitting in CREST a receiving agent reject (AEAD) or receiving agent accept (AEAN) message.

- (d) The authorities conferred by this paragraph 4 and any acceptance of a revised Offer or Warrant Offer and/or any election pursuant thereto shall be irrevocable unless and until the Previous Acceptor becomes entitled to withdraw his acceptance under paragraph 3 of this Part B and duly does so.
- (e) Subject to paragraph 6 of this Part B, Synergy Africa reserves the right to treat an executed Form of Acceptance or TTE Instruction relating to the Offer or the Warrant Offer (in its original or any previously revised form(s)) which is received (or dated) on or after the announcement or publication of the Offer or the Warrant Offer in any revised form as a valid acceptance of the revised Offer or Warrant Offer and, where applicable, a valid election for any alternative form of consideration made available pursuant thereto, and such acceptance shall constitute an authority in the terms of paragraph 4(b) of this Part B on behalf of the relevant Chromex Shareholder or Chromex Warrantholder.

5. General

- (a) The Chromex Shares are to be acquired by Synergy Africa fully paid and free from all liens, charges and encumbrances, rights of pre-emption and any other third party rights of any nature, whatsoever and together with all rights attaching thereto, including the right to receive all dividends and other distributions (if any) declared, paid or made after 30 September 2010.

- (b) Save with the consent of the Panel and Synergy Africa, the Offer will lapse unless all conditions relating to the Offer have been satisfied or (if capable of waiver) waived or, where appropriate, have been determined by Synergy Africa in its reasonable opinion to be or remain satisfied, by midnight on the later of 29 November 2010 and the date which is 21 days after the date on which the Offer becomes unconditional or such later date as Synergy Africa may, with the consent of the Panel, decide. If the Offer lapses for any reason, the Offer will cease to be capable of further acceptance and Chromex Shareholders and Synergy Africa will cease to be bound by prior acceptances. Synergy Africa shall be under no obligation to waive or treat as satisfied any of the conditions (b) to (j) (inclusive) in Part A of this Appendix I by a date earlier than the latest date specified or referred to of this Part B for the satisfaction thereof notwithstanding that such condition or the other conditions of the Offer may at such earlier date have been waived or satisfied and that there are at such earlier date no circumstances indicating that any of such conditions may not be capable of being satisfied.
- (c) The Warrant Offer will lapse if the Offer lapses or expires.
- (d) Save with the consent of the Panel, settlement of the consideration to which any Chromex Shareholder or Chromex Warrantholder is entitled under the Offer or the Warrant Offer will be implemented in full in accordance with the terms of the Offer and the Warrant Offer without regard to any lien, right of set-off, counterclaim or other analogous right to which Synergy Africa may otherwise be, or claim to be, entitled as against such Chromex Shareholder or Chromex Warrantholder and will be effected in the manner described in paragraph 18 of the letter from Synergy Africa contained in this Document within 14 days or the later of 8 November 2010, the date on which the Offer becomes or is declared unconditional in all respects and the receipt of a valid and complete acceptance. Subject to paragraph 6 of this Part B, no consideration will be sent to an address in a Restricted Jurisdiction.
- (e) Notwithstanding the right reserved by Synergy Africa to treat an acceptance of the Offer as valid (even though, in the case of Chromex Shares held in certificated form, the relevant Offer Form of Acceptance is not entirely in order or not accompanied by the relevant share certificate(s) and/or other document(s) of title), except as otherwise agreed with the Panel:
- (i) an acceptance of the Offer will only be counted towards fulfilling the acceptance condition if the requirements of Note 4 and, if applicable, Note 6 on Rule 10 of the Code are satisfied in respect of it;
 - (ii) a purchase of Chromex Shares by Synergy Africa or its nominee(s) or, if Synergy Africa is required to make a Rule 9 offer, a person acting in concert with Synergy Africa, if any, will only be counted towards fulfilling the acceptance condition if the requirements of Note 5 and, if applicable, Note 6 of Rule 10 of the Code are satisfied in respect of it; and
 - (iii) the Offer will not become unconditional unless Capita Registrars has issued a certificate to Synergy Africa which states the number of Chromex Shares in respect of which acceptances have been received which comply with paragraph (i) of this Part B, and the number of Chromex Shares otherwise acquired, whether before or during the offer period, which comply with the requirements of paragraph (ii) of this Part B. Copies of such certificate will be sent to the Panel and to Investec Bank plc as soon as possible after issue.
 - (iv) Chromex Shares which have been borrowed by Synergy Africa may not be counted towards fulfilling the acceptance condition.
- (f) The terms, provisions, instructions and authorities contained in or deemed to be incorporated in the relevant Form of Acceptance will, in respect of Chromex Shares and Chromex Warrants held in certificated form, also constitute part of the terms of the Offer and the Warrant Offer. Words and expressions defined in this Document have the same meanings when used in the Form of Acceptance unless the context otherwise requires. The provisions of this Appendix I shall be deemed to be incorporated in the Form of Acceptance.
- (g) The Offer, the Warrant Offer and the Forms of Acceptance and all acceptances in respect of the Offer or the Warrant Offer, or pursuant thereto, and all contracts made pursuant thereto and any action taken or made or deemed to be taken or made under any of the foregoing (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. Execution of a Form of Acceptance or the sending of a TTE Instruction by or on behalf of a Chromex Shareholder or a Chromex Warrantholder constitutes his irrevocable submission in

relation to all matters arising out of or in connection with the Offer or the Warrant Offer and the Form of Acceptance to the jurisdiction of the courts of England and his agreement that nothing shall limit the right of Synergy Africa to bring any action, suit or proceeding arising out of or in connection with the Offer, the Warrant Offer or the Forms of Acceptance in any other manner permitted by law or in any court of competent jurisdiction.

- (h) All references in this Document and in the Forms of Acceptance to 8 November 2010 shall (except in the definition of “Offer Period” and in paragraph 1(a) of this Part B and where the context otherwise requires) be deemed, if the expiry date of the Offer and/or the Warrant Offer is extended, to refer to the expiry date of the Offer and/or the Warrant Offer (as applicable) as so extended.
- (i) Any omission or failure to dispatch this Document, (where relevant) the Form(s) of Acceptance or any notice required to be dispatched under the terms of the Offer or the Warrant Offer to, or any failure to receive the same by, any person to whom the Offer or the Warrant Offer is made, or should be made, shall not invalidate the Offer or the Warrant Offer in any way or create any implication that the Offer or the Warrant Offer has not been made to any such person. Subject to paragraph 6 of this Part B, the Offer or the Warrant Offer extends to persons to whom the Offer or the Warrant Offer is made or should be made but to whom this Document, the Form(s) of Acceptance or any related offering documents may not be dispatched or by whom such documents may not be received, and such persons may collect copies of these documents from Capita Registrars at the address set out in paragraph 17(a) of the letter from Synergy Africa contained in this Document.
- (j) Notwithstanding any other provision in this Part B, Synergy Africa reserves the right to treat acceptances of the Offer or the Warrant Offer as valid if received by or on behalf of either of them at any place or places or in any manner determined by either of them otherwise than as set out in this Document or (where relevant) in the Form(s) of Acceptance.
- (k) All powers of attorney, appointments of agents and authorities in the terms conferred by or referred to in this Appendix I or (where relevant) in a Form of Acceptance are given by way of security for the performance of the obligations of the Chromex Shareholder or the Chromex Warrantholder concerned and are irrevocable in accordance with section 4 of the Powers of Attorney Act 1971 unless and until the donor of such power of attorney or authority or appointment validly withdraws his acceptance in accordance with paragraph 3 of this Part B.
- (l) No acknowledgement of receipt of any Form of Acceptance (in respect of Chromex Shares or Chromex Warrants held in certificated form), TTE Instruction (in respect of Chromex Shares or Chromex Warrants held in uncertificated form), share certificate(s) or warrant certificate(s) and/or other document(s) of title will be given. All communications, notices, certificates, documents of title and remittances to be delivered by or sent to or from Chromex Shareholders or Chromex Warrantholders (or their designated agent(s)) will be delivered by or sent to or from such Chromex Shareholders Chromex Warrantholders (or their designated agent(s)) at their own risk.
- (m) If the Offer lapses and the Warrant Offer lapses:
 - (i) in respect of Chromex Shares and Chromex Warrants held in certificated form, the Form(s) of Acceptance, share certificate(s) or warrant certificate(s) and/or other document(s) of title will be returned by post (or such other method as may be approved by the Panel) within 14 days of the Offer or the Warrant Offer (as applicable) lapsing, at the risk of the person entitled thereto, to the person or agent whose name and address is set out in the relevant box in the Form(s) of Acceptance or, if none is set out, to the first-named or sole holder at his registered address. However, no such document will be sent to an address in a Restricted Jurisdiction;
 - (ii) in respect of Chromex Shares and Chromex Warrants held in uncertificated form, Capita Registrars will, immediately after the lapsing of the Offer or the Warrant Offer (as applicable) (or within such longer period as the Panel may permit, not exceeding 14 days after the lapsing of the Offer or the Warrant Offer (as applicable)), give instructions to Euroclear to transfer all Chromex Shares and Chromex Warrants held in escrow balances and in relation to which it is the Escrow Agent for the purposes of the Offer or the Warrant Offer to the original available balances of the Chromex Shareholders or Chromex Warrantholders concerned.
- (n) In relation to any acceptance of the Offer or the Warrant Offer in respect of a holding of Chromex Shares or Chromex Warrants which is in uncertificated form, Synergy Africa reserves the right to make such alterations, additions or modifications as may be necessary or desirable to give effect to

any purported acceptance of the Offer of the Warrant Offer, whether in order to comply with the facilities or requirements of CREST or otherwise, provided such alterations, additions or modifications are consistent with the requirements of the Code or are otherwise made with the consent of the Panel.

- (o) The Offer and the Warrant Offer are made at 1.00 p.m. (London time) on 18 October 2010 and are capable of acceptance from and after that date. The Offer and the Warrant Offer are being made by means of this Document and by means of an advertisement inserted in the *Financial Times* (UK Edition) dated on or around 20 October 2010 and an advertisement published in the *London Gazette* dated on or around 20 October 2010. Copies of this Document, the Forms of Acceptance and any related documents may be collected from Capita Registrars at the address set out in paragraph 17(a) of the letter from Synergy Africa contained in this Document.
- (p) For the purposes of this Document, the time of receipt of a TTE Instruction, an ESA Instruction or an Electronic Acceptance shall be the time at which the relevant instruction settles in CREST.
- (q) If sufficient Chromex Shares are acquired, whether pursuant to acceptances of the Offer or otherwise, Synergy Africa intends to apply the provisions of 974-991 of the Act to acquire compulsorily any outstanding Chromex Shares to which the Offer relates.
- (r) All references in this Appendix I to any statute or statutory provision shall include a statute or statutory provision which amends, consolidates or replaces the same (whether before or after the date hereof).
- (s) The Offer extends to all the Chromex Shares unconditionally allotted or issued on 18 October 2010 and any further Chromex Shares unconditionally allotted or issued and fully paid and any Treasury Shares unconditionally sold or transferred by Chromex, in each case, while the Offer remains open for acceptance (or such earlier date or dates as Synergy Africa may decide).
- (t) The Offer will extend to all Chromex Shares unconditionally allotted or issued on the date on which the Offer is made, and any further Chromex Shares unconditionally allotted or issued, and any Treasury Shares unconditionally sold or transferred by Chromex, in each case, while the Offer remains open for acceptance (or such earlier date or dates as Synergy Africa may decide).
- (u) The Chromex Warrants are to be acquired by Synergy Africa free from all liens, charges and encumbrances, rights of pre-emption and any other third party rights of any nature whatsoever and together with all rights attaching thereto.

6. Overseas Shareholders

- (a) The making of the Offer and the Warrant Offer in, or to Chromex Shareholders and Chromex Warrantholders resident in, or citizens or nationals of, jurisdictions outside the United Kingdom, or to persons who are custodians, nominees of or trustees for, citizens, residents or nationals of such jurisdictions may be prohibited or affected by the laws of the jurisdiction in which such persons are resident. Such persons should inform themselves about and observe any applicable legal requirements. It is the responsibility of any such person wishing to accept the Offer or the Warrant Offer to satisfy himself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents, which may be required and the compliance with other necessary formalities and the payment of any issue, transfer or other taxes due in such jurisdiction. Any such person will be responsible for any such issue, transfer or other taxes or other requisite payments by whomsoever payable and Synergy Africa and any person acting on their behalf shall be fully indemnified and held harmless by such person for any such issue, transfer or other taxes as Synergy Africa may be required to pay.
- (b) In particular, the Offer and the Warrant Offer are not being, and will not be, made, directly or indirectly, in or into a Restricted Jurisdiction, or by use of the mails of, or by any means or instrumentality (including, without limitation, telephonically or electronically) of interstate or foreign commerce of, or of any facilities of a national securities exchange of, a Restricted Jurisdiction, and the Offer and the Warrant Offer should not be accepted by any such use, means, instrumentality or facility or otherwise from within a Restricted Jurisdiction.

Accordingly, copies of this Document, the Forms of Acceptance and any related offering documents are not being, and should not be, mailed or otherwise forwarded, distributed or sent in, into or from a Restricted Jurisdiction. Persons receiving such documents (including, without

limitation, custodians, nominees and trustees) should not distribute them in, into or from a Restricted Jurisdiction or use such mails or any such means, instrumentality or facility for any purpose directly or indirectly in connection with the Offer or the Warrant Offer, and so doing may render invalid any related purported acceptance of the Offer or the Warrant Offer. Envelopes containing Forms of Acceptance, evidence of title or other documents relating to the Offer or the Warrant Offer should not be postmarked in a Restricted Jurisdiction or otherwise dispatched from a Restricted Jurisdiction and all acceptors must provide addresses outside a Restricted Jurisdiction for the receipt of the consideration to which they are entitled under the Offer or the Warrant Offer and (in relation to Chromex Shares or Chromex Warrants in certificated form) for the return of Forms of Acceptance, share certificate(s) or warrant certificate(s) and/or other document(s) of title.

- (c) A Chromex Shareholder or a Chromex Warrantholder may be deemed NOT to have accepted the Offer or the Warrant Offer if (i) he puts “NO” in Box 4 of the relevant Form of Acceptance and therefore does not give the representation and warranty set out in paragraph (c) of Part C of this Appendix I; or (ii) he completes Box 3 of the relevant Form of Acceptance with an address in a Restricted Jurisdiction or has a registered address in a Restricted Jurisdiction and in each case does not insert in Box 5 of the relevant Form of Acceptance the name and address of a person or agent outside a Restricted Jurisdiction to whom he wishes the consideration to which he is entitled under the Offer or the Warrant Offer to be sent; or (iii) he inserts in Box 5 of the relevant Form of Acceptance the name and address and/or telephone number of a person or agent in a Restricted Jurisdiction to whom he wishes the consideration to which he is entitled under the Offer or the Warrant Offer to be sent; or (iv) the relevant Form of Acceptance received from him is received in an envelope postmarked in, or which otherwise appears to Synergy Africa or its agents to have been sent from, a Restricted Jurisdiction; or (v) he makes a Restricted Escrow Transfer pursuant to paragraph 6(e) of this Part B unless he also makes a related Restricted ESA instruction which is accepted by Capita Registrars, Synergy Africa reserves the right, in its sole discretion, to investigate, in relation to any acceptance, whether the representation and warranty set out in paragraph (c) of Part C or (as the case may be Part D) of this Appendix I could have been truthfully given by the relevant Chromex Shareholder or Chromex Warrantholder and, if such investigation is made and as a result Synergy Africa determines (for any reason) that such representation and warranty could not have been so given, such acceptances may be rejected as invalid.
- (d) If, notwithstanding the restrictions described above, any person (including, without limitation, custodians, nominees and trustees) whether pursuant to a contractual or legal obligation or otherwise forwards this Document, the Form(s) of Acceptance or any related document in, into or from a Restricted Jurisdiction or uses the mails or any means or instrumentality (including, without limitation, facsimile transmission, telex and telephone) of interstate or foreign commerce of, or any facilities of a national securities exchange of, a Restricted Jurisdiction in connection with such forwarding, such person should (i) inform the recipient of such fact, (ii) explain to the recipient that such action may invalidate any purported acceptance by the recipient and (iii) draw the attention of the recipient to this paragraph 6.
- (e) If a Chromex Shareholder or Chromex Warrantholder holding Chromex Shares or Chromex Warrants in uncertificated form is unable to give the warranty set out in paragraph (c) of Part D of this Appendix I, but nevertheless can provide evidence satisfactory to Synergy Africa that he is able to accept the Offer or the Warrant Offer in compliance with all relevant legal and regulatory requirements, he may only purport to accept the Offer or the Warrant Offer by sending (or if a CREST sponsored member, procuring that his CREST sponsor sends) both (1) a Transfer to Escrow instruction to a designated escrow balance detailed below (a “**Restricted Escrow Transfer**”) and (2) one or more valid ESA instructions (a “**Restricted ESA instruction**”) which specify the form of consideration which he wishes to receive (consistent with the alternatives offered under the Offer or the Warrant Offer). Such purported acceptance will not be treated as a valid acceptance unless both the Restricted Escrow Transfer and the Restricted ESA instruction(s) settle in CREST and Synergy Africa decides, in its absolute discretion, to exercise its right described in paragraph 6 of this Part B of Appendix I to waive, vary or modify the terms of the Offer or the Warrant Offer relating to overseas shareholders, to the extent required to permit such acceptance to be made in each case during the acceptance period set out in paragraph 1 of this Part B of Appendix I. If Synergy Africa accordingly decides to permit such acceptance to be made, Capita Registrars will on behalf of Synergy Africa accept the purported acceptance as an Electronic Acceptance on the terms of this Document (as so waived, varied or modified) by transmitting in CREST a receiving agent accept (AEAN) message. Otherwise, Capita Registrars will on behalf of Synergy Africa reject the

purported acceptance by transmitting in CREST a receiving agent reject (AEAD) message. Each Restricted Escrow Transfer must, in order for it to be valid and settle, include the following details:

- (i) the ISIN number for the Chromex Shares or the Chromex Warrants;
- (ii) the number of Chromex Shares or the Chromex Warrants in respect of which the Offer or the Warrant Offer is to be accepted;
- (iii) the member account ID and participant ID of the Chromex Shareholder or the Chromex Warrantholder; the participant ID of the Escrow Agent (this is RA10) and its member account ID specific to a Restricted Escrow Transfer (this is RESTRICT);
- (iv) the intended settlement date;
- (v) input with standard delivery instruction priority of 80; and
- (vi) the corporate action number for the Offer or the Warrant Offer.

Each Restricted ESA instruction must, in order for it to be valid and settle, include the following details:

- (i) the ISIN number for the Chromex Shares or the Chromex Warrants;
 - (ii) the number of Chromex Shares or the Chromex Warrants relevant to that Restricted ESA instruction;
 - (iii) the member account ID and participant ID of the accepting Chromex Shareholder or Chromex Warrantholder; the member account ID and participant ID of the Escrow Agent set out in the Restricted Escrow Transfer;
 - (iv) the participant ID of the Escrow Agent (this is RA10) and the member account ID of the Escrow Agent (this is RESTRICT) relevant to the form of consideration required (details of which are set out in the letter from Synergy Africa contained in this Document);
 - (v) the transaction reference number of the Restricted Escrow Transfer to which the Restricted ESA instruction relates;
 - (vi) the intended settlement date;
 - (vii) the corporate action number for the Offer or the Warrant Offer; and
 - (viii) input with standard delivery instruction priority.
- (f) Synergy Africa reserves the right to notify any matter, including the fact that the Offer or the Warrant Offer has been made, to all or any Chromex Shareholders or Chromex Warrantholders:
- (i) with a registered address outside the United Kingdom; or
 - (ii) whom Synergy Africa knows to be a custodian, trustee or nominee holding Chromex Shares or Chromex Warrants for persons who are citizens, residents or nationals of jurisdictions outside the United Kingdom,

by announcement or by paid advertisement in a daily national newspaper published and circulated in the United Kingdom or by notice in the *London Gazette* (in which event such notice shall be deemed to have been sufficiently given, notwithstanding any failure by any such Chromex Shareholder or Chromex Warrantholder to receive or see such notice) and all references in this Document to notice or the provision of information in writing by or on behalf of Synergy Africa shall be construed accordingly.

- (g) The provisions of this paragraph 6 override any terms of the Offer or Warrant Offer inconsistent with them. The provisions of this paragraph 6 and/or any other terms of the Offer or the Warrant Offer relating to overseas Chromex Shareholders or overseas Chromex Warrantholders may be waived, varied or modified as regards specific Chromex Shareholder(s) or Chromex Warrantholder(s) or on a general basis by Synergy Africa in its absolute direction.
- (h) In respect of overseas Chromex Shareholders or Chromex Warrantholders holding Chromex Shares or Chromex Warrants in certificated form, references in this paragraph 6 to a Chromex Shareholder or Chromex Warrantholder shall include the person or persons executing a Form of Acceptance and, in the event of more than one person executing a Form of Acceptance, the provisions of this paragraph shall apply to them jointly and to each of them.

Overseas shareholders and warrant holders should inform themselves about and observe any applicable legal or regulatory requirements. If you are in any doubt about your position you should consult your professional adviser in the relevant territory.

PART C: Form(s) of Acceptance

Each Chromex Shareholder or Chromex Warrantholder by whom, or on whose behalf, a Form of Acceptance is executed irrevocably undertakes, represents, warrants and agrees to and with Synergy Africa and Capita Registrars (so as to bind him, his personal representatives, heirs, successors and assigns) to the following effect:

- (a) that the execution of the relevant Form of Acceptance, whether or not any other boxes are completed shall constitute:
 - (i) an acceptance, subject to paragraph 6 of Part B of this Appendix I of the Offer in respect of the relevant Chromex Shareholder's entire holding of Chromex Shares in certificated form (or such lesser number as may have been inserted in Box 1 of the Offer Form of Acceptance provided that if no number is inserted in Box 1, or a number is inserted in Box 1 which exceeds such Chromex Shareholder's holding of Chromex Shares in certificated form, the acceptance will be deemed to have been made in respect of the Chromex Shareholder's entire holding of Chromex Shares in certificated form); or
 - (ii) an acceptance, subject to paragraph 6 of Part B of this Appendix I of the Warrant Offer in respect of the relevant Chromex Warrantholder's entire holding of Chromex Warrants in certificated form (or such lesser number as may have been inserted in Box 1 of the Warrant Form of Acceptance provided that if no number is inserted in Box 1, or a number is inserted in Box 1 which exceeds such Chromex Warrantholder's holding of Chromex Warrants in certificated form, the acceptance will be deemed to have been made in respect of the Chromex Warrantholder's entire holding of Chromex Warrants in certificated form);
 - (iii) an undertaking to execute any further documents, take any further action and given any further assurances which may be required to enable Synergy Africa to obtain the full benefit of the terms of this Appendix I and/or to perfect any of the authorities expressed to be given hereunder or otherwise in connection with such Chromex Shareholder's acceptance of the Offer or such Chromex Warrantholder's acceptance of the Warrant Offer; and

in each case on and subject to the terms and conditions set out or referred to in this Document and the relevant Form of Acceptance and that, subject only to the rights of withdrawal set out in paragraph 3 of Part B of this Appendix I, each such acceptance shall be irrevocable;

- (b) that the Chromex Shares or Chromex Warrants in certificated form in respect of which the Offer or the Warrant Offer is accepted or deemed to be accepted are sold free from all liens, charges, equitable interests, encumbrances, rights of pre-emption and any other third party rights and interests of any nature whatsoever and together with all rights attaching thereto, including, without limitation, voting rights and the right to receive and retain all dividends or other distributions declared, made or paid;
- (c) that, unless "NO" is inserted in Box 4 of the relevant Form of Acceptance:
 - (i) the relevant Form of Acceptance and any related offering documents have not been mailed or otherwise distributed or sent (directly or indirectly) in, into or from a Restricted Jurisdiction;
 - (ii) in connection with the Offer and the Warrant Offer, there has been no use, directly or indirectly, of the mails of, or any means or instrumentality (including, without limitation, electronic mail, or any electronic publication or advertisement, facsimile transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national securities exchange of, a Restricted Jurisdiction;
 - (iii) such Chromex Shareholder or Chromex Warrantholder was outside a Restricted Jurisdiction when the relevant Form of Acceptance was sent and at the time of accepting the Offer or the Warrant Offer in respect of the Chromex Shares or the Chromex Warrants to which such Form of Acceptance relates;
 - (iv) in respect of the Chromex Shares or Chromex Warrants to which the Form of Acceptance relates, such Chromex Shareholder or Chromex Warrantholder is not, and is not accepting the Offer or the Warrant Offer through, an agent or fiduciary acting on a non-discretionary basis for a principal, unless such principal is a corporation or partnership and such agent or fiduciary is an authorised employee of such principal or such principal has given any instructions with respect to the Offer or the Warrant Offer from outside a Restricted Jurisdiction;

- (v) if such accepting Chromex Shareholder or Chromex Warrantholder is not a citizen, resident or national of the United Kingdom, he has observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid any issue, transfer or other taxes or other requisite payments due from him in each case in connection with such acceptance, in any jurisdiction and that he has not taken or omitted to take any action which will or may result in Synergy Africa, or any other person, acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Offer or the Warrant Offer or his acceptance thereof and he is lawfully entitled to make such election under the laws of any jurisdiction to which he is subject;
- (d) that, in relation to Chromex Shares or Chromex Warrants in certificated form, the execution of the relevant Form of Acceptance and its delivery to Capita Registrars constitutes, subject to the Offer becoming unconditional in all respects in accordance with its terms, the irrevocable separate appointment of each of Synergy Africa and its directors, authorised representatives and agents as such Chromex Shareholder's attorney and/or agent (the "attorney"), and an irrevocable instruction to the attorney (in accordance with section 4 of the Powers of Attorney Act 1971) to complete and execute all or any form(s) of transfer and/or other document(s) at the discretion of the attorney in relation to the Chromex Shares or Chromex Warrants referred to in paragraph (a)(i) of this Part C of this Appendix I, in respect of which the accepting Chromex Shareholder or Chromex Warrantholder has not validly withdrawn the acceptance, in favour of Synergy Africa or such other person or persons as Synergy Africa or its agents may direct and to deliver such form(s) of transfer and/or other document(s) at the discretion of the attorney together with any share certificate(s) and/or other document(s) of title relating to such Chromex Shares or Chromex Warrants for registration within six months of the Offer becoming unconditional in all respects and to do all such other acts and things as may in the opinion of the attorney be necessary or expedient for the purposes of, or in connection with, the acceptance of the Offer or the Warrant Offer and to vest in Synergy Africa or its nominee(s) the Chromex Shares or Chromex Warrants as aforesaid;
- (e) that in relation to Chromex Shares or Chromex Warrants in certificated form the execution of the relevant Form of Acceptance and delivery to Capita Registrars constitutes, subject to the Offer and (if applicable the Warrant Offer) becoming unconditional in all respects in accordance with its terms and to the accepting Chromex Shareholder or Chromex Warrantholder not having validly withdrawn the acceptance, a separate and irrevocable authority and request:
 - (i) to Chromex or its agents to procure the registration of the transfer of the Chromex Shares or Chromex Warrants referred to in paragraph (a)(i) above of this Part C of this Appendix I in certificated form pursuant to the Offer or the Warrant Offer and the delivery of the share certificate(s) or warrant certificate(s) and/or any document(s) of title in respect thereof to Synergy Africa or as it may direct; and
 - (ii) to Synergy Africa or its agents, (subject to the provisions of paragraph 6 of Part B of this Appendix I) to procure the dispatch by post (or such other method as may be approved by the Panel) of a cheque in respect of any cash consideration to which such Chromex Shareholder or Chromex Warrantholder is entitled, at the risk of such Chromex Shareholder or Chromex Warrantholder, to the person or agent whose name and address outside a Restricted Jurisdiction is set out in Box 5 of the relevant Form of Acceptance or, if none is set out, to the first-named or sole holder at his registered address outside the aforementioned Restricted Jurisdiction;
- (f) that in relation to Chromex Shares or Chromex Warrants in certificated form the execution of the relevant Form of Acceptance and its delivery to Capita Registrars constitutes a separate authority to Synergy Africa and its directors in the terms of paragraph 5 of Part B of this Appendix I;
- (g) that, subject to the Offer and (if applicable the Warrant Offer) becoming unconditional in all respects in accordance with its terms (or, in the case of voting by proxy, if the Offer or (if applicable) the Warrant Offer will become unconditional in all respects or lapse depending upon the outcome of the resolution in question or in such other circumstances as Synergy Africa may request and the Panel may permit), in respect of the Chromex Shares or Chromex Warrants in certificated form in respect of which the Offer or the Warrant Offer has been accepted, or is deemed to be accepted, which acceptance has not been validly withdrawn, and which have not been registered in the name of Synergy Africa or as it may direct:

- (i) Synergy Africa or its agents shall be entitled to direct the exercise of any votes and any or all other rights and privileges (including the right to requisition the convening of a general meeting or separate class meeting of Chromex) attaching to any such Chromex Shares or Chromex Warrants;
- (ii) the execution of an Offer Form of Acceptance by a Chromex Shareholder shall constitute with regard to such Chromex Shares:
 - (A) an authority to Chromex or its agents from such Chromex Shareholders to send any notice, circular, warrant or other document or communication which may be required to be sent to him as a member of Chromex to Synergy Africa at its registered office;
 - (B) an authority to Synergy Africa or its agents to sign any consent to short notice of a general meeting or separate class meeting on his behalf and/or to execute a form of proxy in respect of such Chromex Shares appointing any person nominated by Synergy Africa to attend general meetings and separate class meetings of Chromex or its members or any of them (and any adjournment thereof) and to exercise the votes attaching to such Chromex Shares on his behalf, such votes (where relevant) to be cast so far as possible to satisfy any outstanding condition of the Offer; and
 - (C) the agreement of such Chromex Shareholder not to exercise any of such rights without the consent of Synergy Africa and the irrevocable undertaking of such Chromex Shareholder not to appoint a proxy for or to attend any such general meeting or separate class meeting;
- (h) that he will deliver to Capita Registrars, at the address set out in paragraph 17(a) of the letter from Synergy Africa contained in this Document, his share certificate(s) or warrant certificate(s) and/or other document(s) of title in respect of the Chromex Shares or Chromex Warrants in certificated form referred to in paragraph (a)(i) of this Part C and in relation to which acceptance has not been validly withdrawn, or an indemnity acceptable to Synergy Africa in lieu thereof, as soon as possible and in any event within six months of the Offer becoming unconditional in all respects;
- (i) that he will do all such acts and things as shall, in the opinion of Synergy Africa or Capita Registrars be necessary or expedient to vest in Synergy Africa or its nominee(s) or such other person as Synergy Africa may decide title to the number of Chromex Shares or Chromex Warrants in certificated form inserted or deemed to be inserted in Box 1 of the relevant Form of Acceptance;
- (j) that the terms and conditions of the Offer and/or the Warrant Offer contained in this Document shall be incorporated in and form part of the relevant Form of Acceptance, which shall be read and construed accordingly;
- (k) that he agrees to ratify each and every act or thing which may be done or effected by Synergy Africa or any of its directors or agents or Chromex or its agents, as the case may be, in the proper exercise of any of the powers and/or authorities hereunder;
- (l) that on execution and delivery, any Form of Acceptance shall take effect as a deed;
- (m) that if any provision of Part B or Part C of this Appendix I shall be unenforceable or invalid or shall not operate so as to afford Synergy Africa or Capita Registrars or any authorised representative of any of them or their respective agents the benefit or authority expressed to be given therein, he shall with all practicable speed do all such acts and things and execute all such documents as may be required to enable those persons to secure the full benefits of Part B or Part C of this Appendix I; and
- (n) that he submits, in relation to all matters arising out of the Offer or the Warrant Offer and the Form(s) of Acceptance, to the jurisdiction of the English courts.

References in this Part C to a Chromex Shareholder or a Chromex Warrantholder shall include references to the person or persons executing a Form of Acceptance and in the event of more than one person executing a Form of Acceptance the provisions of this Part C shall apply to them jointly and to each of them.

PART D: Electronic Acceptances

Each Chromex Shareholder or Chromex Warrantholder by whom, or on whose behalf, an Electronic Acceptance is made irrevocably undertakes, represents, warrants and agrees to and with Synergy Africa and Capita Registrars (so as to bind him, his personal representatives, heirs, successors and assigns) to the following effect:

- (a) that the Electronic Acceptance shall constitute an acceptance of the Offer or the Warrant Offer in respect of the number of Chromex Shares or Chromex Warrants in uncertificated form to which a TTE Instruction relates, on and subject to the terms and conditions set out or referred to in this Document and that, subject only to the rights of withdrawal set out in paragraph 3 of Part B of this Appendix I, each such acceptance shall be irrevocable;
- (b) that the Chromex Shares and Chromex Warrants in uncertificated form in respect of which the Offer or Warrant Offer is accepted or deemed to be accepted are sold free from all liens, charges, equitable interests, encumbrances, rights of pre-emption and any other third party rights and interests of any nature whatsoever and together with all rights attaching thereto, including, without limitation, in relation to Chromex Shares, voting rights and the right to receive and retain all dividends or other distributions declared, made or paid on or after 30 September 2010;
- (c)
 - (i) the documents relating to the Offer and the Warrant Offer have not been mailed or otherwise distributed or sent (directly or indirectly) in, into or from a Restricted Jurisdiction;
 - (ii) in connection with the Offer and the Warrant Offer, there has been no use, directly or indirectly, of the mails of, or any means or instrumentality (including, without limitation, electronic mail, or any electronic publication or advertisement, facsimile transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national securities exchange of, a Restricted Jurisdiction;
 - (iii) such Chromex Shareholder or Chromex Warrantholder was outside a Restricted Jurisdiction at the time of the input and settlement of the relevant TTE Instruction;
 - (iv) in respect of the Chromex Shares or the Chromex Warrants to which the Electronic Acceptance relates, such Chromex Shareholder or Chromex Warrantholder is not, and is not accepting the Offer or the Warrant Offer through, an agent or fiduciary acting on a non-discretionary basis for a principal, unless such principal is a corporation or partnership and such agent or fiduciary is an authorised employee of such principal or such principal has given any instructions with respect to the Offer or the Warrant Offer from outside a Restricted Jurisdiction;
 - (v) if such accepting Chromex Shareholder or Chromex Warrantholder is not a citizen, resident or national of the United Kingdom, he has observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other required consents, complied with all requisite formalities and paid any issue, transfer or other taxes or other requisite payments due from him in each case in connection with such acceptance, in any jurisdiction and that he has not taken or omitted to take any action which will or may result in Synergy Africa, or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Offer or the Warrant Offer and he is lawfully entitled to make such election under the laws of any jurisdiction to which he is subject;
- (d) that the Electronic Acceptance constitutes the irrevocable separate appointment of Capita Registrars as escrow agent to the Offer and/or the Warrant Offer (the “attorney”), and an irrevocable instruction to the escrow agent (in accordance with section 4 of the Powers of Attorney Act 1971) (i) if the Offer becomes unconditional in all respects in accordance with its terms, and subject to the accepting Chromex Shareholder or Chromex Warrantholder not having validly withdrawn the acceptance, to do all such acts and things as may in the opinion of the attorney be necessary or expedient for the purposes of, or in connection with, the acceptance of the Offer or the Warrant Offer and to vest in Synergy Africa or its nominee(s) the Chromex Shares and Chromex Warrants referred to in paragraph (a) above; and (ii) if the Offer does not become unconditional in all respects, to give instructions to Euroclear, immediately after the lapsing of the Offer (or within such longer period as the Panel may permit, not exceeding 14 days from the lapsing of the Offer), to transfer all Relevant Chromex Shares or Chromex Warrants to the original available balance of an accepting Chromex Shareholder or Chromex Warrantholder;

- (e) that the Electronic Acceptance constitutes, subject to the Offer and (if applicable) the Warrant Offer becoming unconditional in all respects in accordance with its terms and to the accepting Chromex Shareholder or the Chromex Warrantholder not having validly withdrawn the acceptance, a separate and irrevocable authority and request:
 - (i) to Chromex or its agents to procure the transfer to Synergy Africa, or as it may direct, by means of CREST all or any of the Chromex Shares or Chromex Warrants in uncertificated form referred to in paragraph (a) above;
 - (ii) to Synergy Africa or its agents (subject to the provisions of paragraph 6 of Part B of this Appendix I) to procure the making of a CREST payment obligation in favour of the Chromex Shareholder's or Chromex Warrantholder's payment bank in accordance with the CREST payment arrangements in respect of any cash consideration to which such Chromex Shareholder or Chromex Warrantholder is entitled, provided in relation to a CREST member whose registered address is in a Restricted Jurisdiction, Synergy Africa shall instead procure that all of, and in relation to any other Chromex Shares or Chromex Warrants Synergy Africa may (if, for any reason, it wishes to do so) determine that all or any part of, any such cash consideration shall be paid by cheque despatched by post to the first named or sole holder at his registered address outside the aforementioned Restricted Jurisdiction;
- (f) that in relation to Chromex Shares and Chromex Warrants in uncertificated form, the Electronic Acceptance constitutes a separate authority to each of Synergy Africa and its respective directors in the terms of paragraph 5 of Part B of this Appendix I;
- (g) that, subject to the Offer becoming unconditional in all respects in accordance with its terms (or, in the case of voting by proxy, if the Offer will become unconditional in all respects or lapse depending upon the outcome of the resolution in question or in such other circumstances as Synergy Africa may request and the Panel may permit), in respect of the Chromex Shares and Chromex Warrants in uncertificated form in respect of which the Offer or the Warrant Offer has been accepted, or is deemed to be accepted, which acceptance has not been validly withdrawn, and which have not been registered in the name of Synergy Africa or as it may direct:
 - (i) Synergy Africa or its agents shall be entitled to direct the exercise of any votes and any or all other rights and privileges (including the right to requisition the convening of a general meeting or separate class meeting of Chromex or meeting of warrantholders) attaching to any such Chromex Shares or Chromex Warrants;
 - (ii) the Electronic Acceptance by a Chromex Shareholder shall constitute with regard to such Chromex Shares:
 - (A) an authority to Chromex or its agents from such Chromex Shareholders to send any notice, circular, warrant or other document or communication which may be required to be sent to him as a member of Chromex (including any share certificate(s) or other document(s) of title issued as a result of conversion of such Chromex Shares into certificated form) to Synergy Africa at its registered office;
 - (B) an authority to Synergy Africa or its agents to sign any consent to short notice of a general meeting or separate class meeting on his behalf and/or to execute a form of proxy in respect of such Chromex Shares appointing any person nominated by Synergy Africa to attend general meetings and separate class meetings of Chromex or its members or any of them (and any adjournment thereof) and to exercise the votes attaching to such Chromex Shares on his behalf, such votes (where relevant) to be cast so far as possible to satisfy any outstanding condition of the Offer; and
 - (C) the agreement of such Chromex Shareholder not to exercise any of such rights without the consent of Synergy Africa and the irrevocable undertaking of such Chromex Shareholder not to appoint a proxy for or to attend any such general meeting or separate class meeting;
- (h) that if, for any reason, any Chromex Shares or Chromex Warrants in respect of which a TTE Instruction has been effected in accordance with paragraph 17(b) of the letter from Synergy Africa contained in this Document are converted to certificated form, he will (without prejudice to paragraph (g)(ii)(A) above immediately deliver or procure the immediate delivery of the share certificate(s) or warrant certificate(s) or other document(s) of title in respect of all such Chromex Shares or Chromex Warrants as so converted to Capita Registrars at the address referred to in

paragraph 17(a) of the letter from Synergy Africa contained in this Document or to Synergy Africa at its registered office or as Synergy Africa or its agents may direct; and he shall be deemed upon conversion to undertake, represent, warrant and agree in the terms set out in Part C of this Appendix I in relation to such Chromex Shares or Chromex Warrants;

- (i) that the creation of a CREST payment obligation in favour of his payment bank in accordance with the CREST payment arrangements referred to in paragraph (e)(ii) above shall, to the extent of the obligation so created, discharge in full any obligation of Synergy Africa to pay to him the cash consideration to which he is entitled pursuant to the Offer or the Warrant Offer;
- (j) that, he will do all such acts and things as shall in the opinion of Synergy Africa or Capita Registrars be necessary or expedient to vest in Synergy Africa, or its nominee(s) or such other persons as Synergy Africa may decide, title to the number of Chromex Shares or Chromex Warrants comprised in the Electronic Acceptance and all such acts and things as may be necessary or expedient to enable Capita Registrars to perform its functions as Escrow Agent for the purposes of the Offer or the Warrant Offer;
- (k) that he agrees to ratify each and every act or thing which may be done or effected by Synergy Africa or Capita Registrars or any of their respective directors or agents or Chromex or its agents, as the case may be, in the exercise of any of his powers and/or authorities hereunder;
- (l) that if any provision of Part B or this Part D of this Appendix I shall be unenforceable or invalid or shall not operate so as to afford Synergy Africa or Capita Registrars or any authorised representative of any of them or their respective agents the benefit or authority expressed to be given therein, he shall with all practicable speed do all such acts and things and execute all such documents that may be required to enable those persons to secure the full benefits of Part B and Part D of this Appendix I;
- (m) that he submits in relation to all matters arising out of the Offer or the Warrant Offer and the Electronic Acceptance, to the jurisdiction of the English courts; and
- (n) that, by virtue of the CREST Regulations, the making of an Electronic Acceptance constitutes an irrevocable power of attorney by the relevant holder of Chromex Shares in the terms of all the powers and authorities expressed to be given by Part B, this Part D and (where applicable by virtue of paragraph (h) above) Part C of this Appendix I to Synergy Africa, Capita Registrars and any of their respective agents.

References in this Part D to a Chromex Shareholder or a Chromex Warrantholder shall include references to the person or persons making an Electronic Acceptance, and in the event of more than one person making an Electronic Acceptance the provisions of this Part D shall apply to them jointly and to each of them.

APPENDIX II

FURTHER INFORMATION ON SYNERGY AFRICA, RUUKKI AND KERMAAS

1. Synergy Africa

1.1 *Incorporation and share capital*

1.1.1 Synergy Africa is a private limited company which was incorporated in England and Wales on 21 September 2010 under the Act, with registered number 7382978.

1.1.2 It has its registered office at 30 Stratford Road, London, W8 6QD, United Kingdom.

1.1.3 Synergy Africa has been established for the purpose of making the Offer. As at the date of this Document, Synergy Africa has no commercial activities other than in connection with the Offer.

1.1.4 As at 15 October 2010 (the latest practicable date prior to the printing of this Document), the issued share capital of Synergy Africa was 100 ordinary shares of US\$1 each and 51 ordinary shares were owned by Ruukki Holdings (wholly owned by Ruukki) and 49 ordinary shares by Kermas.

1.2 *Board of Directors*

The directors of Synergy Africa are Thomas Hoyer, Alistair Ruiters and Dr. Danko Koncar.

1.3 *Articles of Association*

The Articles of Synergy Africa contain no restrictions on the objects of Synergy Africa. The Articles of Association are registered at Companies House, Crown Way, Maindy, Cardiff, CF14 3UZ, Wales, under company number 7382978.

1.4 *Activities*

Save for activities in connection with the Offer, Synergy Africa has not carried on any business prior to the date of this Document, nor has it entered into any obligations. Synergy Africa has not paid any dividends or prepared any historical financial accounts.

As a newly incorporated company, the principal activity of Synergy Africa is the acquisition of Chromex Shares and to act as a holding company for Chromex, subject to the acquisition becoming Effective.

1.5 *Investment*

Synergy Africa's principal future investment is the acquisition of Chromex Shares.

Your attention is drawn to the details of material contracts entered into by Synergy Africa in connection with the Offer in paragraph 5 of this Appendix II and to the further information contained in the Appendices which form part of this Document.

2. Ruukki Holdings

2.1 Ruukki Holdings Limited holds a 51 per cent. interest in Synergy Africa. Ruukki Holdings is a company incorporated in Malta with registration number C45836 and is a wholly owned subsidiary of Ruukki.

2.2 At 14 October 2010 the directors of Ruukki Holdings Limited were Alwyn Smit, Dr Danko Koncar and Stefano Bonati. On 15 October 2010 Ruukki Holdings Limited accepted the resignation of Alwyn Smit and agreed on the appointment of Thomas Hoyer as a director of Ruukki Holdings Limited. These changes will be effective as at 15 October 2010 following the filing of the appropriate forms at the Maltese Companies Registry.

3. Ruukki

3.1 Ruukki Group Plc is the parent company of Ruukki Holdings.

3.2 Ruukki is a public limited company incorporated in Finland with business identity code 0618181-8 and trade register number 360.572. Ruukki has a premium listing on the Main Market of the London Stock Exchange and is also listed on the NASDAQ OMX Helsinki Stock Exchange.

3.3 Ruukki is domiciled in Espoo, Finland and its registered office is at Keilasatama 5, Espoo FI-02150, Finland.

3.4 Ruukki is managed by a board of directors, consisting of the following members:

Name	Function
Jelena Manojlovic	Chairperson of the Board
Philip Baum	Non-executive Director
Paul Everard	Non-executive Director
Markku Kankaala	Non-executive Director
Chris Pointon	Non-executive Director
Barry Rourke	Non-executive Director
Dr Danko Koncar	Executive Director; Acting Managing Director

3.5 The financial information listed below related to Ruukki is hereby incorporated by reference into this Document:

<i>Financial information to be provided</i>	<i>Reference</i>
1. Turnover and profit or loss before taxation for the year ended 31 December 2009	Ruukki Group Annual Report and Accounts 2009: Consolidated income statement on page 41
2. Turnover and profit or loss before taxation for the year ended 31 December 2008	Ruukki Group Annual Report and Accounts 2008: Consolidated income statement on page 34
3. Statement of the net assets of the company shown in the last published audited accounts for the financial year ended 31 December 2009	Ruukki Group Annual Report and Accounts 2009: Consolidated balance sheet on page 42
4. Material changes in the financial or trading position of Ruukki since 31 December 2009 (the date to which the last audited accounts of Ruukki have been prepared)	Ruukki Group Interim Report and Accounts for the six month period ended 30 June 2010: Interim report on pages 8-9 Development by business segment on pages 10-14 Financial development by segment on pages 18-19 Consolidated income statement on page 20 Consolidated statement of financial position on pages 21-22 Consolidated statement of cash flows on page 23 Consolidated statement of changes in equity on page 24 Other key indicators on page 25

The annual report of Ruukki for the financial year ended 31 December 2009 is available free of charge on the “Financial Reporting” section of the “Investors” section of Ruukki’s website: www.ruukkigroup.fi

The interim report of Ruukki for the six month period ended 30 June 2010 is available free of charge on the “Financial Reporting” section of the “Investors” section of Ruukki’s website: www.ruukkigroup.fi

Ruukki will provide without charge to each person to whom a copy of this Document has been delivered (upon the written or oral request of such person) a copy of any document incorporated by reference in this Document except that exhibits to such documents will not be provided unless they are specifically incorporated by reference into this Document. Requests for copies of any such documents should be directed to Ashleigh Barrett-Hamilton in writing at Ruukki Group Plc,

30 Stratford Road, London W8 6QD, United Kingdom, or by telephone on +44 207 368 6763 or Marjo Lonka at Ruukki Group Plc, Keilasatama 5, Espoo FI-02150, Finland, or by telephone on +358 10 440 7000.

3.6 Material changes in the financial or trading position of Ruukki since 30 June 2010

For the period since 30 June 2010 to 31 August 2010, while Ruukki's revenues have been up on the comparable period in 2009 supported by higher ferrochrome prices and a product mix more in favour of ultra-low carbon ferrochrome, the operating loss widened from an unaudited €2.4 million to an unaudited €3.3 million. This was due to two main factors: (i) an increase in depreciation and overhead costs relating to a new furnace at Mogale; and (ii) a current reduction in volumes at Mogale resulting from some capacity not in operation at the present time as a result of an industrial dispute in the area where Mogale operates. The combined impact of these two factors more than outweighed the higher ferrochrome price impact.

Other than the change of operating loss reported above and any change disclosed in Ruukki's half year report for the six months ended 30 June 2010, which is incorporated by reference in this Document (see paragraph 3.5 above), there has been no material change in the trading and financial position of Ruukki since 31 December 2009, being the date of Ruukki's last published audited accounts.

4. Kermas

4.1 Kermas holds a 49 per cent. interest in Synergy Africa. Kermas is a company incorporated in the British Virgin Islands with registered number 504889.

4.2 It is an investment vehicle, owned 99 per cent. by Danica Zagmester, a cousin of Dr. Danko Koncar, with interests in the minerals sector and is a major shareholder of Ruukki with a 28.51 per cent. holding.

4.3 The current directors of Kermas are Dr. Danko Koncar and Danica Zagmester.

4.4 Danko Koncar

Dr Koncar has been a director of Ruukki since 11 August 2010 and was previously a director of Ruukki from March 2008 until July 2008. He has also served as chairman of Samancor Chrome (2005-2009), the General Director of Kermas (1999-2003) and General Director RCS Trading (a ferrochrome trader).

Dr Koncar was appointed as Chief Executive Officer of Ruukki's minerals processing business in November 2009. He moved from this position to Director Responsible for New Business in August 2010 and on 14 October 2010 was appointed as Acting Managing Director of Ruukki.

He is credited with transforming Samancor Chrome, the South African chrome operations formerly owned by BHP Billiton and Anglo American plc during its time under Kermas' control, prior to divesting Kermas' interest in late 2009.

4.5 Danica Zagmester

Danica Zagmester had gained her business experience working as a business manager for the special joint venture projects department (with foreign partners) at Jugoturbina (1972 – 1980), one of the largest manufacturing and export-import groups in former Yugoslavia, based in Karlovac, Croatia. From 1980 until break-up of Yugoslavia in 1993 she worked at Mladost as the head manager of Application of New Technologies Department (computer systems).

She holds a degree in Political Sciences, as well as a Diploma in Business & Foreign Trade, from the University of Zagreb, Croatia.

In 1993 Ms Zagmester joined-up with her cousin, Dr Danko Konchar, in his trading activity in ferro-alloys, specialising in the supply of ferrochrome and chrome chemicals from Russia. Ms Zagmester acted as a co-director responsible for delivery worldwide of product from Russia, including back office operations.

Ms Zagmester has been the major shareholder and a director of Kermas since its incorporation.

5. Material Contracts of Synergy Africa in connection with the Offer

5.1 Joint Venture Agreement

Ruukki Holdings, Kermas and Synergy Africa have agreed the terms of a joint venture agreement governing the subscription for shares in Synergy Africa and certain governance arrangements relating to the ongoing management of Synergy Africa.

5.1.1 Subscription for shares in Synergy Africa

Ruukki Holdings holds 51 ordinary shares of US\$1 each in Synergy Africa and Kermas holds 49 ordinary shares of US\$1 each in Synergy Africa, all shares having been subscribed for cash at par. If the Offer does not become unconditional in all respects by 28 February 2011, Kermas will transfer its 49 shares to Ruukki Holdings for a consideration of US\$1 per share.

5.1.2 Management of Synergy Africa

Ruukki Holdings will be entitled to appoint two directors of Synergy Africa and Kermas will be entitled to appoint one director of Synergy Africa. As at the date of this Document, the Ruukki appointed directors are Thomas Hoyer and Alistair Ruiters and the Kermas appointed director is Dr. Danko Koncar.

The quorum for meetings of the directors of Synergy Africa will be two directors, of which one will be a Ruukki appointed director and one will be a Kermas appointed director.

A director appointed by a particular shareholder will abstain from voting in respect of decisions relating to agreements between Synergy Africa and the relevant appointing shareholder. In this case, the quorum for meetings of the directors of Synergy Africa will be any one director.

Chromex will have an equivalent board structure.

It is agreed that RCS, a subsidiary of Ruukki, will undertake all marketing activities in respect of products produced by Chromex and its subsidiaries. RCS will be entitled to receive a fee equal to the direct costs of providing these services plus a margin of 10 per cent. If the market rate for the provision of these services by RCS exceeds this amount, the difference is to be paid to a subsidiary of Synergy Africa and, to the extent legally possible, shall be shared between Ruukki Holdings and Kermas in proportion to their shareholdings in Synergy Africa.

It is also agreed that Ruukki South Africa (Pty) Limited, a subsidiary of Ruukki, will provide all day to day management services to Synergy Africa and its subsidiaries for which Ruukki South Africa (Pty) Limited will be entitled to a fee of US\$2.00 per tonne of saleable produce mined from any mines operated by any subsidiary of Synergy Africa from time to time.

5.1.3 Reserved Matters

The Joint Venture Agreement includes a list of certain actions of the Synergy Africa Subsidiaries Group which shall require the unanimous approval of both Ruukki Holdings and Kermas. The reserved matters include, *inter alia*, material acquisitions or disposals by the Synergy Africa Subsidiaries Group, long-term contracts of the Synergy Africa Subsidiaries Group, new operations not related to Chromex's current business or any business subsequently agreed by the shareholders, incurring material indebtedness or capital expenditure, the approval of budgets for the Synergy Africa Subsidiaries Group and the entry into and amendment of agreements with shareholders including any amendment to the management agreement with Ruukki South Africa (Pty) Limited referred to in paragraph 5.1.2 above. The approval of both shareholders is not required in respect of any matter which is provided for in an approved budget or which does not exceed the amount provided for in the budget by more than 5 per cent.

5.1.4 Share Transfers

Ruukki Holdings and Kermas will be prohibited from transferring their shares in Synergy Africa for a period of two years from the date of entering into the Joint Venture Agreement. After that period, a shareholder may transfer all of its Synergy Africa shares and such transfer will be subject to a right of first refusal in respect of the other shareholder. If the other shareholder does not exercise its right of first refusal, the shareholder wishing to transfer its

shares in Synergy Africa may do so but the other shareholder will have the right to sell its shares to the same person and on the same terms.

A shareholder may pledge its shares, subject to the pledgee agreeing to be bound to the terms of the Joint Venture Agreement.

5.1.5 Change of control

In the event of a change of control of a shareholder without the prior consent of the other shareholder, the shareholder subject to the change of control will be deemed to have made an offer to sell its shares to the other shareholder at a price agreed by Ruukki Holdings and Kermas or failing that at fair value as determined by an independent valuer. This will not apply to Ruukki Holdings in the event that the change of control event arises as a result of Kermas disposing of its shares in Ruukki or Kermas acquires control of Ruukki. In the case of Ruukki, a change of control would occur if any person acquires 30 per cent or more of the total voting rights exercisable at general meetings of Ruukki.

5.1.6 Funding

The terms on which Kermas and Ruukki Holdings will provide funding to Synergy Africa for the purposes of the Offer are set out below. If Synergy Africa requires additional future funding, each of Kermas and Ruukki Holdings are to be given the opportunity to provide that funding in proportion to their shareholdings in Synergy Africa but otherwise on equal terms. If one shareholder declines to provide additional funding offered on this basis, the other shareholder may provide that declined funding.

5.1.7 Other

The Joint Venture Agreement will terminate on the earlier of the dissolution of Synergy Africa, or the holding by one of Ruukki Holdings and Kermas of all of the Synergy Africa shares; or the agreement of all the parties to the Joint Venture Agreement that it be terminated.

The Joint Venture Agreement will be governed by English law and any dispute arising under the terms of the Joint Venture Agreement will be resolved in the Courts of England.

5.2 Ruukki Shareholder Loan Facility

Ruukki Holdings has agreed to provide a €24,360,697 on demand loan facility to Synergy Africa for the purposes of financing the Offer. The facility may not be utilised unless the Offer has become unconditional in all respects and will rank *pari passu* with the Kermas Shareholder Loan Facility. A summary of the key terms is as follows:

5.2.1 Availability: The facility will be available during the period from the date of the Ruukki Shareholder Loan Facility to the earliest of (a) the date falling 9 months after the date of the facility agreement; (b) the date on which the Offer lapses or is terminated; and (c) the date on which Chromex becomes a wholly owned subsidiary of Synergy Africa.

5.2.2 Repayment: The facility will be repayable immediately on demand at any time after the expiry of the availability period described in paragraph 5.2.1 above. Ruukki Holdings has agreed with Kermas and Synergy Africa that it will not demand repayment of the Ruukki Holdings Shareholder Loan Facility unless Synergy Africa has the cash available to repay both Shareholder Loan Facilities in full and is in a financial position to repay both Shareholder Loan Facilities without material detriment to the Synergy Africa Subsidiaries Group. The facility will also be repayable immediately on demand during such availability period if a trigger event occurs. The trigger events include, *inter alia*: it becomes unlawful for the lender or the borrower to perform its obligations; the obligations of the borrower cease to be legal, valid, binding and enforceable; or certain insolvency and insolvency related proceedings commence in respect of the borrower.

5.2.3 Interest: Amounts outstanding under the loan will bear interest at a rate of 2 per cent. above EURIBOR. Default interest will be set at 1 per cent. per annum above the interest that would otherwise apply.

5.2.4 Prepayment and cancellation: Prepayment and cancellation may be agreed between the borrower and lender from time to time.

5.2.5 General Undertakings: The facility agreement contains undertakings restricting Synergy Africa's actions in respect of the Kermas Shareholder Loan Facility, to ensure that the facilities remain on the same basis in relation to cancellation, repayment and prepayment of the facilities. Synergy Africa also undertakes to inform Ruukki Holdings of any breach of the Kermas Shareholder Loan Facility and undertakes not to amend or waive any provisions of the Kermas Shareholder Loan Facility.

5.2.6 Governing law: English law and jurisdiction

5.3 **Kermas Shareholder Loan Facility**

Kermas has agreed to provide a US\$32,152,108 on demand loan facility to Synergy Africa for the purposes of financing the Offer. The facility may not be utilised unless the Offer has become unconditional in all respects and will rank *pari passu* with the Ruukki Shareholder Loan Facility. The key terms of the Kermas Shareholder Loan Facility relating to availability, repayment, prepayment and cancellation, general undertakings and governing law are the same as the key terms of the Ruukki Shareholder Loan Facility described in paragraph 5.2 of this Appendix II. Amounts outstanding under the loan will bear interest at a rate of 2 per cent. above US LIBOR. Default interest will be set at 1 per cent. per annum above the interest which would otherwise apply. Kermas has agreed with Ruukki Holdings and Synergy Africa that it will not demand repayment of the Kermas Shareholder Loan Facility unless Synergy Africa has the cash available to repay both Shareholder Loan Facilities in full and is in a financial position to repay both Shareholder Loan Facilities without material detriment to the Synergy Africa Subsidiaries Group.

5.4 **Kermas/Ruukki Holdings Loan Facility**

To assist Ruukki Holdings' funding obligation to Synergy Africa under the Ruukki Shareholder Loan Facility, Kermas has agreed to provide an on demand loan facility to Ruukki Holdings of up to US\$20,300,000. The key terms of the Kermas Shareholder Loan Facility relating to availability, prepayment and cancellation, general undertakings and governing law are the same as the key terms of the Ruukki Shareholder Loan Facility described in paragraph 5.2 of this Appendix II. This loan is repayable by Ruukki Holdings at the expiry of nine months from the date of draw-down, subject to a three month extension at Ruukki Holdings' option. Amounts outstanding under the loan will bear interest at a rate of 2 per cent. above US LIBOR.

5.5 **Inducement Fee and Exclusivity Agreement**

As an inducement to Synergy Africa to make the Offer, Chromex has agreed to pay Synergy Africa a cash fee of £370,277 (inclusive of value added tax, except to the extent that such VAT is recoverable by Chromex), being one per cent. of the value of the Offer, or such other amount as the Panel may agree, in certain circumstances including if: (i) another offer for Chromex is received from a third party which becomes or is declared wholly unconditional; (ii) the terms of the recommendation of the Offer from the Chromex Directors are withdrawn, adversely modified or qualified; or (iii) Chromex makes a direct or indirect disposal of a material asset.

In addition, Chromex has undertaken not to solicit, initiate, encourage or enter into any discussions, negotiations, agreements or understandings with any third parties relating to a Competing Proposal. Chromex will notify Ruukki as soon as reasonably practicable in the event it is approached by a third party in connection with a Competing Proposal subject to the statutory and fiduciary duties and duties of confidentiality of the Chromex Directors and will notify Ruukki immediately if any information is provided to a third party in connection with a Competing Proposal.

The inducement fee and exclusivity agreement also contains a mutual undertaking from Synergy Africa and Chromex to use reasonable endeavours to obtain the written confirmation from the South African Department of Mineral Resources referred to in condition (d) set out in Appendix I.

APPENDIX III

FINANCIAL INFORMATION ON THE CHROMEX GROUP

The following table sets out financial information in respect of Chromex as required by Rule 24.2(e) of the Code. References in the first column are to Rule 24.2(a), as required to be set out in accordance with Rule 24.2(e). The documents referred to in the table, the contents of which have previously been announced through a Regulatory Information Service, are incorporated into this Document by reference:

Code Reference	Financial information to be provided	Reference
1. 24.2(a)(i)	For the last 3 financial years for which the information has been published, turnover, net profit or loss before and after taxation, the charge for tax, extraordinary items, minority interests, the amount absorbed by dividends and earnings and dividends per share	Chromex Annual Report and Accounts 2009: Group income statement on page 28
2. 24.2(a)(ii)	A statement of the assets and liabilities shown in the last published audited accounts	Chromex Annual Report and Accounts 2009: Group and Company balance sheets on page 29
3. 24.2(a)(iii)	A cash flow statement if provided in the last published audited accounts	Chromex Annual Report and Accounts 2009: Group and Company cash flow statements on page 31
4. 24.2(a)(iv)	All known material changes in the financial or trading position of the company subsequent to the last published audited accounts or a statement that there are no known material changes	There are no known material changes in the financial or trading position of Chromex subsequent to the last published audited accounts
5. 24.2(a)(v)	Details relating to items referred to in 24.2(a)(i) above in respect of any interim statement or preliminary announcement made since the last published audited accounts	Chromex Interim Report for the six month period to 31 March 2010: Interim unaudited consolidated income statement on page 5
6. 24.2(a)(vi)	Inflation-adjusted information if any of the above has been published in that form	Not applicable
7. 24.2(a)(vii)	Significant accounting policies together with any points from the notes to the accounts which are of major relevance to an appreciation of the figures, including those relating to inflation-adjusted information	Chromex Annual Report and Accounts 2009: Notes to the financial statements on pages 32 to 46
8. 24.2(a)(viii)	Where, because of a change in accounting policy, figures are not comparable to a material extent, this should be disclosed and the approximate amount of the resultant variation should be stated	Not applicable

The annual report of Chromex for the financial year ended 30 September 2009 is available free of charge on the “Document Downloads” section of the “Investor Relations” section of Chromex’s website: www.chromexmining.co.uk

The interim results for Chromex for the period of six months ended 31 March 2010 is available free of charge on the “Document Downloads” section of the “Investor Relations” section of Chromex’s website: www.chromexmining.co.uk

Chromex will provide without charge to each person to whom a copy of this Document has been delivered (upon the written or oral request of such person) a copy of any document incorporated by reference in this Document except that exhibits to such documents will not be provided unless they are specifically incorporated by reference into this Document. Requests for copies of any such documents should be directed to Panmure Gordon in writing to Moorgate Hall, 155 Moorgate, London, EC2M 6XB, or by telephone on +44 20 7459 3600.

APPENDIX IV

ADDITIONAL INFORMATION

1. RESPONSIBILITY

- (a) The Synergy Africa Directors, Ruukki Directors and Kermas Directors whose names are set out in paragraphs 1.2, 3.4 and 4.3 of Appendix II of this Document, accept responsibility for the information contained in this Document, other than information relating to the Chromex Group, the Chromex Directors, members of their immediate families and related trusts. To the best of the knowledge and belief of the Synergy Africa Directors, Ruukki Directors and Kermas Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Document for which they take responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.
- (b) The Chromex Directors, whose names are set out in paragraph 2(b) below, accept responsibility for the information contained in this Document relating to the Chromex Group, the Chromex Directors, members of their immediate families and related trusts. To the best of the knowledge and belief of the Chromex Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Document for which they take responsibility is in accordance with the facts and does not omit anything likely to affect the import of such information.

2. DIRECTORS AND REGISTERED OFFICES

- (a) Synergy Africa is a private limited company incorporated under the laws of England and Wales. The principal and registered office of Synergy Africa is at 30 Stratford Road, London, W8 6QD, United Kingdom.
- Synergy Africa is 51 per cent. owned by Ruukki Holdings and 49 per cent. owned by Kermas.
- The directors of Synergy Africa, Ruukki Holdings, Ruukki and Kermas are set out in paragraphs 1.2, 2.2, 3.4 and 4.3 of Appendix II to this Document.
- (b) The principal and registered office of Chromex is at 27-28 Eastcastle Street, London, W1W 8DH, United Kingdom.

The directors of Chromex are:

Name	Function
Brian Moritz	Chairman of the Board
Russell Lamming	Chief Executive
Graham Stacey	Chief Operating Officer
James Burgess	Executive Director
Robert Sinclair	Non-executive Director

3. STOCK EXCHANGE QUOTATIONS

- (a) ***Chromex Shares.***

The following table sets out the closing middle market quotations for a Chromex Share as derived from the AIM Appendix to the London Stock Exchange Daily Official List, for the first dealing day in each of the six months immediately prior to the date of this Document, for 14 July 2010 (being the last dealing day prior to the commencement of the Offer Period) and for 15 October 2010 (being the latest practicable date prior to the publication of this Document):

Date	Chromex Share price (pence)
4 May 2010	16.5
1 June 2010	23.5
1 July 2010	20.5
14 July 2010	20.0
2 August 2010	29.0
1 September 2010	32.0
1 October 2010	36.0
15 October 2010	36.0

(b) **Chromex Warrants**

The following table sets out the closing middle market quotations for a Chromex Warrant as derived from the AIM Appendix to the London Stock Exchange Daily Official List, for the first dealing day in each of the six months immediately prior to the date of this Document, for 14 July 2010 (being the last dealing day prior to the commencement of the Offer Period) and for 15 October 2010 (being the latest practicable date prior to the publication of this Document):

Date	Chromex Warrant price (pence)
4 May 2010	4.0
1 June 2010	6.5
1 July 2010	5.5
14 July 2010	4.5
2 August 2010	11.5
1 September 2010	8.5
1 October 2010	16.5
15 October 2010	16.0

4. INTERESTS AND DEALINGS IN SHARES AND PERSONS ACTING IN CONCERT

(a) **Definitions and references**

For the purposes of this paragraph 4 of Appendix IV:

- (i) “acting in concert” with Synergy Africa (or Chromex) means any such person acting or deemed to be acting in concert with Synergy Africa (or Chromex as the case may be) for the purposes of the Code;
- (ii) “arrangement” includes indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to relevant securities which may be an inducement to deal or refrain from dealing; and
- (iii) “dealing” or “dealt” includes the following:
 - (aa) the acquisition or disposal of securities;
 - (bb) the taking, granting, acquisition, disposal, entering into, closing out, termination, exercise (by either party) or variation of an option (including a traded option contract) in respect of any securities;
 - (cc) subscribing or agreeing to subscribe for securities;
 - (dd) the exercise or conversion, whether in respect of new or existing securities, of any securities carrying conversion or subscription rights;
 - (ee) the acquisition of, disposal of, entering into, closing out, exercise (by either party) of any rights under, or variation of, a derivative referenced, directly or indirectly, to securities;
 - (ff) entering into, terminating or varying the terms of any agreement to purchase or sell securities; and
 - (gg) any other action resulting, or which may result, in an increase or decrease in a number of securities in which a person is interested or in respect of which he has a short position;
- (vi) “derivative” includes any financial product the value of which, in whole or in part, is determined directly or indirectly by reference to the price of an underlying security;

- (vii) “disclosure period” means the period commencing on 15 July 2009 (being the date twelve months prior to the commencement of the Offer Period) and ending on 15 October 2010 (being the latest practicable date prior to the publication of this Document);
- (viii) “interested” in securities includes if a person:
- (aa) owns them;
 - (bb) has the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to them or has general control of them;
 - (cc) by virtue of any agreement to purchase, option or derivative, has the right or option to acquire them or call for their delivery; or is under an obligation to take delivery of them, whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise;
 - (dd) is party to any derivative whose value is determined by reference to their price; and which results, or may result, in his having a long position in them; and
 - (ee) has long economic exposure, whether absolute or conditional, to changes in the price of those securities (but a person who only has a short position in securities is not treated as interested in those securities).
- (ix) “relevant securities” includes:
- (aa) Chromex Shares and any other securities of Chromex conferring voting rights;
 - (bb) equity share capital of Chromex or, as the case may be, Synergy Africa; and
 - (cc) any securities convertible into, or rights to subscribe for the securities of Chromex or, as the case may be, Synergy Africa described in paragraphs (aa) and (bb) above;
- (x) ownership or control of 20 per cent. or more of the equity share capital of a company is regarded as the test of associated company status and “control” means an interest or interests in shares carrying in aggregate 30 per cent. or more of the voting rights attributable to the share capital of a company which are currently exercisable at a general meeting, irrespective of whether such interest or interests give *de facto* control.

(b) ***Interests and dealings in Chromex Shares***

- (i) At the close of business on 15 October 2010 (being the latest practicable date prior to the publication of this Document), the Chromex Directors, their close relatives and related trusts in relevant securities of Chromex were interested in or had a right to subscribe for the following securities of Chromex;

Director	Number of Chromex Shares
Brian Moritz*	5,050,000
James Burgess**	5,000,000

* 1,000,000 Chromex Shares are held by Sonia Moritz
50,000 Chromex Shares are held by on trust for Brian Moritz Raven Nominees Limited

** 5,000,000 Chromex Shares are held on trust for James Burgess by Redmayne (Nominees) Limited

- (ii) At the close of business on 15 October 2010 (being the latest practicable date prior to the publication of this Document), the following options over relevant securities of Chromex had been granted to the Chromex Directors under the Chromex Share Options:

Director	Exercise period	Exercise price (p)	Number of Chromex Shares under option
Brian Moritz	8 March 2011 – 8 March 2016	25	300,000
	8 March 2012 – 8 March 2017	30	300,000
Graham Stacey	8 March 2011 – 8 March 2016	25	750,000
	8 March 2012 – 8 March 2017	30	750,000
	31 March 2008 – 31 March 2013	25	575,000
Russell Lamming	8 March 2011 – 8 March 2016	25	1,000,000
	8 March 2012 – 8 March 2017	30	1,000,000
	31 March 2008 – 31 March 2013	25	1,300,000

- (iii) At the close of business on 15 October 2010 (being the latest practicable date prior to the publication of this Document), the following persons acting in concert with Chromex were interested in or had rights to subscribe for the following relevant securities of Chromex:

Party	Nature of interest	Number of Chromex Shares
Spruce Management Limited	Long	32,675,000

- (iv) On 4 October 2010 Ocean Equities Limited (joint broker to Chromex) sold 200,000 Chromex Shares at a price of 25.1 pence per share.
- (v) Between 14 July 2010 and 15 October 2010 (being the last practicable date prior to the publication of this Document) and save as disclosed in this paragraph 4 none of the Chromex Directors any member of such Chromex Directors' immediate families or related trusts, any associate of Chromex, owned or controlled or was interested directly or indirectly in or had any rights to subscribe or had any short positions in respect of any relevant securities in Chromex nor has any such person or any person acting in concert with Chromex, any person with whom Chromex or any person acting in concert with Chromex has an arrangement dealt in any relevant securities of Chromex during such period (including the exercise of options under the Chromex Share Options).
- (vi) Save as disclosed in this paragraph 4 and in paragraph 1.1.4 of Appendix II, neither Synergy Africa nor any person acting in concert with it, so far as Synergy Africa is aware, is interested in or has a right to subscribe for securities in Synergy Africa.
- (vii) At the close of business on 15 October 2010 (being the latest practicable date prior to the publication of this Document), no person (with whom Synergy Africa or a person acting in concert with Synergy Africa has an arrangement) was interested in, had a right to subscribe for, or had any short positions in respect of the relevant securities of Chromex.
- (viii) No dealings in relevant securities of Chromex by Synergy Africa, the Synergy Africa Directors, their close relatives and related trusts, persons acting in concert with Synergy Africa and persons with whom Synergy Africa or persons acting in concert with Synergy Africa have an arrangement, have taken place during the disclosure period.
- (ix) Save as disclosed in this paragraph 4(b), no Chromex Director, nor their close relatives or related trusts is interested in or had a right to subscribe for any relevant securities of Chromex nor has any such person dealt therein in the period commencing on 14 July 2010 (the commencement of the Offer Period) and 15 October 2010 (being the latest practicable date prior to the publication of this Document).
- (x) Save as disclosed in this paragraph 4(b) no persons acting in concert with Chromex and no person with whom Chromex or a person acting in concert with Chromex has an arrangement is interested in or has a right to subscribe for or held any short position in any relevant securities of Chromex nor has any such person dealt therein in the period commencing on 14 July 2010 (the commencement of the Offer Period) and 15 October 2010 (being the latest practicable date prior to the publication of this Document).
- (xi) Save as disclosed in this paragraph 4, neither Synergy Africa, nor any Synergy Africa Director, nor their close relatives or related trusts, nor any person acting in concert with Synergy Africa,

was interested in or had a right to subscribe for or held any short position in any relevant securities of Chromex on 15 October 2010 (being the latest practicable date prior to the publication of this Document) nor has any such person dealt for value in relevant securities of Chromex during the disclosure period.

(xii) Save as disclosed in this paragraph 4(b), neither Synergy Africa nor any person acting in concert with Synergy Africa, nor Chromex nor any person acting in concert with the directors of Chromex has borrowed or lent any relevant securities of Chromex.

(xiii) In the disclosure period, Chromex has not redeemed or purchased any relevant securities of Chromex.

(c) ***Interests and dealings in Synergy Africa shares***

Neither Chromex, nor any Chromex Director, their close relatives and related trusts is interested in, has any right to subscribe or has any short positions in respect of any relevant securities of Synergy Africa nor has any such person dealt in relevant securities of Synergy Africa during the period commencing on 21 September 2010 (date of incorporation of Synergy Africa) and ending on 15 October 2010 (being the latest practicable date prior to publication of this Document).

(d) ***Irrevocable undertakings***

(i) Irrevocable undertakings to accept or to procure acceptance of the Offer have been received by Synergy Africa from the following persons in respect of the following holdings of Chromex Shares:

Name	Number of Chromex Shares	Percentage of Chromex's existing issued share capital
Spruce Management Limited	32,675,000	36.6
Shia and Phax Trusts	3,300,000	3.7
James Everett Burgess	5,000,000	5.6
Brian Michael Moritz	4,050,000	4.5
Sonia Barbara Moritz	1,000,000	1.1

(ii) The irrevocable undertakings entered into by the Chromex Directors also extend to Chromex Shares which they may acquire on exercise of their rights under the Chromex Share Options. Chromex Directors hold options over, in aggregate, 5,975,000 Chromex Shares under the Chromex Share Options. The number of Chromex Shares which each individual Chromex Director is entitled to acquire under these option arrangements is 3,300,000 in respect of Russell Lamming, 600,000 in respect of Brian Moritz and 2,075,000 in respect of Graham Stacey.

(iii) Under the terms of the Langa Trust Convertible Loan Subscription Agreement, Langa Trust is entitled to subscribe for Chromex Shares in respect of the outstanding principal and accrued interest under the Langa Trust Convertible Loan at a strike price of 22 pence per Chromex Share, converted at the prevailing ZAR/£ exchange rate with such subscription price being discharged by ceding Langa Trust's repayment right under the Langa Trust Convertible Loan. Langa Trust has given an irrevocable undertaking to exercise its subscription rights under the Langa Trust Convertible Loan Subscription Agreement and accept the Offer in respect of the resulting Chromex Shares acquired by it, after the Offer has been declared or otherwise becomes unconditional in all respects. On the basis of the five day average ZAR/£ exchange rate on the date immediately preceding the date of this Document, the number of Chromex Shares which would be issued to Langa Trust were it to have subscribed on the date immediately preceding the date of this Document would be 9,252,719. The exact number of Chromex Shares to which Langa Trust will become entitled will depend on the timing of the subscription and the ZAR/£ exchange rate at that time.

(iv) The Langa Trust, Shia Trust and Phax Trust are connected to Spruce Management Limited, which is interested in 32,675,000 Chromex Shares, representing 36.6 per cent. of the current issued share capital of Chromex.

- (v) These undertakings will lapse and be of no effect if, *inter alia*, the Offer does not become or is not declared unconditional in all respects. All of these undertakings remain binding, even in the event of a higher competing offer for Chromex, unless the Offer lapses or is withdrawn. If the Offer lapses or is withdrawn and the reason for such lapse or withdrawal is because Synergy Africa has elected to implement the offer by way of a scheme of arrangement, the undertakings will remain binding.
- (e) **General**
 - (i) Save for the irrevocable undertakings referred to in paragraph 4(d) above, neither Chromex nor any person acting in concert with Chromex has any arrangement with any person relating to relevant securities of Chromex.
 - (ii) Save for the irrevocable undertakings referred to in paragraph 4(d) above, neither Synergy Africa nor any person acting in concert with Synergy Africa has any arrangement relating to relevant securities of Chromex.
 - (f) **Persons acting in concert**
 - (i) The following persons are acting in concert (as defined in paragraph 4(a)(i)) with Synergy Africa:
 - Ruukki, details of which are set out in Appendix II of this Document, and each member of the Ruukki Group.
 - Kermas, details of which are set out in Appendix II of this Document, and each member of the Kermas Group.
 - Investec Bank plc, a public limited company registered in England and Wales. The registered office is at 2 Gresham Street, London, EC2V 7QP. Investec is the financial adviser to Synergy Africa and Ruukki.
 - (ii) The following persons are acting in concert (as defined in paragraph 4(a)(i)) with Chromex:
 - The Chromex Directors and their connected parties being: Brian Moritz and Sonia Moritz, James Burgess and David Burgess, Russell Lamming, Graham Stacey and Robert Sinclair.
 - Robert Sinclair and Spruce Management Limited, the registered office of which is at PO Box 100 Sydney Vane House, Admiral Park, St Peter Port, Guernsey, GY1 3EL. Robert Sinclair is a representative of Spruce Management Limited on the Board of Chromex.
 - Ocean Equities Limited, a privately owned company, registered in England and Wales. The registered office is at 3 Copthall Avenue, London, EC2R 7BH. Ocean Equities Limited is joint broker to Chromex.

5. MATERIAL CONTRACTS

- (a) **Synergy Africa**

Save for the Joint Venture Agreement, the Ruukki Shareholder Loan Facility, the Kermas Shareholder Loan Facility, and the Inducement Fee and Exclusivity Agreement, each as summarised in paragraph 5 of Appendix II of this Document, no other agreements have been entered into by Synergy Africa otherwise than in the ordinary course of business since 21 September 2010 (being the date of its incorporation) which are or may be material.
- (b) **Ruukki**

Save for the Joint Venture Agreement, the Ruukki Shareholder Loan Facility and the Kermas/Ruukki Loan Facility, each as summarised in paragraph 5 of Appendix II of this Document and the agreements listed below, no other agreements have been entered into by the Ruukki or its subsidiaries (excluding Synergy Africa) otherwise than in the ordinary course of business since 15 July 2008 (being the date two years prior to the commencement of the Offer Period) which are or may be material.

(i) Relationship Agreement

Ruukki has entered into the Relationship Agreement with its major shareholder Kermas, Danko Koncar and Kermas' majority shareholder (who is Danko Koncar's cousin) dated 30 June 2010 in order to regulate the relationship between the parties thereto.

Following Ruukki's extraordinary general meeting held on 11 August 2010 at which Danko Koncar was appointed as an executive director of Ruukki, in the role of "Director Responsible for New Business", Danko Koncar agreed to present all discovered business opportunities in the minerals sector to Ruukki. Ruukki will decide whether any such business opportunity should be pursued by Ruukki. If Ruukki decides not to pursue any opportunity presented to it by Danko Koncar, Kermas will be entitled to develop the opportunity independently of Ruukki. In the event that Kermas decides to sell all or any part of its interests in any of its assets, Ruukki will have a right of first offer and a right to match any other offer in relation to such interests. Following the admission of Ruukki's shares to the official list of the UK Listing Authority and to trading on the main market of the London Stock Exchange, Kermas has also agreed not to engage in any business which wholly or partly competes with any business carried on by the Ruukki Group and not to undertake any new or independent projects or businesses unless such projects have been rejected by Ruukki after being presented to Ruukki by Danko Koncar. Kermas has also agreed that subject to the provisions of the relationship agreement, all transactions between the Ruukki Group and the Kermas Group (as defined in the Relationship Agreement) will be entered into on arm's length terms and on a normal commercial basis and to abstain from voting in any shareholder resolution which may be required in relation to any related party transaction between the Ruukki Group and the Kermas Group. Kermas' majority shareholder, Danica Zagmester, has agreed to exercise the rights and powers attaching to her shares in Kermas to procure that Kermas complies with its obligations under the Relationship Agreement.

Danko Koncar has also agreed that for so long as he is employed by the Ruukki Group he shall operate in this position solely in the interest and to the benefit of Ruukki. He has agreed that he shall disqualify himself from voting at any meeting of the Board of Directors where the Kermas Group has or may have a direct or indirect interest which conflicts or which possibly may conflict with the interests of the Ruukki Group.

(ii) Deed poll and depositary agreement

Shares issued by non-UK companies, such as Ruukki, cannot be held or transferred in the CREST system. As a result, Ruukki arranged for Capita IRG Trustees Limited (the "Depositary") to issue depositary interests to allow trading and settlement in respect of the Ruukki's underlying shares in CREST. The depositary interests are created pursuant to and issued on the terms of a deed poll executed by the Depositary on 1 July 2010 in favour of the holders of the depositary interests from time to time. Ruukki and the Depositary entered into a depositary agreement on 1 July 2010 under which Ruukki appointed the Depositary to constitute and issue from time to time, upon the terms of the deed poll, the depositary interests and to provide certain other services in connection with such depositary interests.

The Depositary holds (itself or through its nominated custodian) as bare trustee, the underlying securities issued by Ruukki and all and any rights and other securities, property and cash attributable to the underlying securities pertaining to the depositary interests for the benefit of the holders of the relevant depositary interests.

The Depositary and any custodian must pass on to holders of depositary interests and, so far as they are reasonably able or permitted by applicable law, exercise on behalf of holders of depositary interests all rights and entitlements received or to which they are entitled in respect of the underlying securities which are capable of being passed on or exercised. Rights and entitlements to cash distributions, to information, to make choices and elections and to call for, attend and vote at meetings shall, subject to the deed poll, be passed on in the form in which they are received together with amendments and additional documentation necessary to effect such passing-on, or, as the case may be, exercised in accordance with the deed poll.

The Depositary will be entitled to cancel depositary interests and withdraw the underlying securities in certain circumstances including where a holder of depositary interests has failed to perform any obligation under the deed poll or any other agreement or instrument with respect to the depositary interests.

The Depositary is entitled to charge holders of depositary interests fees and expenses as notified from time to time for the provision of its services under the deed poll.

The deed poll contains provisions excluding and limiting the Depositary's liability.

Each holder of depositary interests is liable to indemnify the Depositary and any custodian (and their agents, officers and employees) against liabilities arising from or incurred in connection with, or arising from any act related to, the deed poll so far as they relate to the property held for the account of depositary interests held by that holder.

The Depositary may terminate the deed poll by giving not less than 30 days' notice. During such notice period holders may cancel their depositary interests and withdraw their deposited property and, if any depositary interests remain outstanding after termination, the Depositary must, among other things, deliver the deposited property in respect of the depositary interests to the relevant holders of depositary interests or, at its discretion substitute CREST depositary interests for the Depositary Interests or sell all or part of such deposited property and to deliver the net sale proceeds to the holders.

Under the terms of the depositary agreement, the Depositary agrees that it will comply, and will procure that certain other persons to comply, with the terms of the deed poll and that it and they will perform their obligations in good faith and with reasonable skill and care. The Depositary assumes certain specific obligations including, for example, to arrange for the depositary interests to be admitted to CREST as participating securities and to provide copies of and access to, the register of depositary interests.

Ruukki has agreed to provide such assistance, information and documentation in English or accompanied by an English translation to the Depositary as is reasonably required by the Depositary for the purposes of performing its duties, responsibilities and obligations under the deed poll and the depositary agreement.

Ruukki also agreed that it will provide the Depositary with all reasonable assistance in dealing with any custodian of Ruukki shares in Finland and shall notify the Depositary of any corporate actions, company meetings and similar events in sufficient time for the Depositary and any custodian to put in place arrangements to deal with such events.

Each party to the depositary agreement is to indemnify the other, and each of its subsidiaries and subsidiary undertakings, against claims made against any of them by any holder of depositary interests or any person having any direct or indirect interest in any such depositary interests or the underlying securities which arises out of any breach or alleged breach of the terms of the deed poll or any trust declared or arising thereunder. However, the aggregate liability of the Depositary is limited to the lesser of £1,000,000 and an amount equal to ten times the total annual fee payable to the Depositary under the depositary agreement.

The depositary agreement is to remain in force for a minimum period of three years with successive automatic renewals for further periods of one year, unless otherwise terminated in accordance with its terms. If the appointment is terminated on an Event of Default (as defined in the depositary agreement) or breach, the Depositary must within 14 days serve notice to terminate the deed poll on all holders of depositary interests.

The Depositary may subcontract or delegate the performance of all or any of its duties, obligations or responsibilities under the depositary agreement or the deed poll to any person which is (and for so long as it remains) a member of the Depositary's group, provided that such arrangements shall not affect the liability of the Depositary to Ruukki under the depositary agreement.

Ruukki is to pay certain fees and charges including an annual fee, a fee based on the number of depositary interests held, the number of transfers of depositary interests and the number of transfers of Ordinary Shares into and/or out of the Depositary. The Depositary is also entitled to recover reasonable out of pocket fees and expenses.

(iii) Sponsor's agreement

On 30 June 2010, Ruukki, each of its directors at that time and certain senior managers of Ruukki entered into a sponsor's agreement with Ernst & Young LLP, in which Ruukki appointed Ernst & Young LLP as sponsor in connection with the admission of its shares to the

official list of the UK Listing Authority and to trading on the main market of the London Stock Exchange.

Ruukki was obliged to pay, or cause to be paid all costs, charges fees and expenses of, in connection with or incidental to the admission including Ernst & Young LLP's fees and other fees costs and expenses. The obligations of Ernst & Young LLP under the sponsor's agreement were subject to certain conditions, including conditions relating to the approval and passporting of the prospectus and conditions relating to admission, but subsequently became unconditional.

Ruukki gave certain representations, warranties and indemnities to Ernst & Young LLP in the sponsor's agreement. The liabilities of Ruukki in respect of such representations, warranties and indemnities are uncapped as to time and amount. The directors and the senior managers who are party to the sponsor's agreement also gave certain representations and warranties to Ernst & Young LLP in the sponsor's agreement, which were capped in amount, but unlimited in time.

(iv) Purchase agreement in relation to TMS, RCS and EWW

On 9 October 2008, Ruukki entered into a master purchase agreement with Kermas pursuant to which (*inter alia*): (i) the Ruukki Group acquired approximately 98.74 per cent. of the shares in TMS and 100 per cent. of the shares in RCS; and (ii) RCS entered into an amended toll manufacturing agreement with EWW in relation to the further processing of RCS products at EWW's ferrochrome smelting and productions operations in Weisweiler, Germany. Following the completion of the transaction, Ruukki's interest in TMS was amended from 98.75 per cent. to 98.74 per cent.

The consideration payable for the acquisition comprised (i) €80.0 million paid in cash on the closing of the acquisition in October 2008 and (ii) earn-out consideration pursuant to a profit and loss sharing arrangement, under which Kermas is entitled to receive a 50 per cent. share of any profit and obliged to pay a 50 per cent. share of any loss based on the combined net profit or loss of RCS and the TMS group assessed separately each year for each of the calendar years 2009, 2010, 2011, 2012 and 2013. The profit share is capped at €150 million aggregated across the five year period. The profit share is not paid in cash, but by the issue of Ruukki shares. A total of 73,170,731 option rights (each option right being an entitlement to one share in Ruukki) were granted, potentially entitling Kermas to subscribe for up to 73,170,731 shares in Ruukki at a price of €2.30 per share subject to adjustments for dividends and distributions. If there is no profit share, then the option rights are not exercisable, and Kermas has no entitlement to subscribe for any Ruukki shares. Any loss share is payable in cash as a reduction to the purchase price.

For a period of 24 months from the date of the closing of the transaction in late October 2008, Ruukki has the irrevocable and unilateral right to sell the shares in TMS held by it to Kermas and Kermas is obliged to purchase and receive such shares. The put option was granted to Ruukki as it was unable to verify all necessary information relating to TMS in its due diligence prior to entering into the contact. Other than with respect to the put option (which is in respect of the shares in TMS only), Ruukki cannot sell or transfer the shares in TMS or the shares in RCS without the prior consent of Kermas prior to the expiry of the last profit share period, being the end of the 2013 calendar year.

Kermas gave certain customary taxation, environmental, health and safety, property, operational and other warranties to Ruukki on an indemnity basis. Other than with respect to pre-closing taxation and environmental liabilities, the warranties given by Kermas are capped at €60 million.

Lock-up agreement

In connection with the transaction, Kermas entered into a lock-up commitment in respect of with regard to the 15 million shares in Ruukki that it undertook to acquire within 10 business days of the closing of the transaction, Kermas is not entitled to (*inter alia*) sell, transfer or dispose of such shares for a period of five years from the closing of the transaction, save that Kermas is entitled to tender all of its shares in Ruukki in connection with any tender offer made for Ruukki.

Management agreement

In view of the Ruukki Group's inexperience in the mineral/mining sectors prior to the transaction, Ruukki and Kermas entered into a management agreement under which Kermas agreed to manage the businesses of RCS and TMS until 31 December 2013, at which time Kermas will transfer the relevant know-how and expertise to Ruukki in order to enable it to independently manage the businesses of RCS and TMS.

The management services to be provided by Kermas include the provision of know-how and assistance in relation to the operations and businesses of RCS and TMS and in order to minimize the costs associated with the toll manufacturing operations of EWW. Kermas will provide all employees or directors of Kermas as are required for the provision of the management services, including, at a minimum, Dr Danko Koncar and Mr Jürgen Schalomon. Kermas also has the right to appoint an observer to the board of RCS or TMS who will be entitled to participate in board meetings but will have no voting rights. Other than with regard to Kermas' reasonable costs or expenses incurred in providing the management services, there is no management fee payable to Kermas.

EWW toll manufacturing agreement

As part of the arrangements, the toll manufacturing agreement entered into by RCS and EWW on 27 February 2008 was amended on 29 October 2008. The agreement governs the provision by EWW of high-quality low carbon and ultra low carbon ferrochrome products for RCS and the provision by RCS (at its own expense) of the raw materials required for EWW to fulfil its manufacturing obligations.

The amended toll manufacturing agreement has an initial term of five years until 27 February 2013 after which time it will continue for a further five years unless terminated by RCS (by giving at least six months' notice prior to the end of the initial term). After the initial term or (if applicable) the second five year term, either party may terminate the amended toll manufacturing agreement by giving at least twelve months' notice. The tolling fee payable by RCS to EWW is based on the manufacturing production costs plus a 5 per cent profit margin.

Ruukki has accrued the benefits from and controlled the business of EWW and, in fact, has been able to govern the financial and operating policies of EWW primarily as a result of a toll manufacturing agreement between EWW and RCS, Ruukki's subsidiary. As a result, Ruukki has incorporated the financial statements of EWW in its consolidated financial statements for the financial years ended 31 December 2008 and 31 December 2009 and will include EWW in its consolidated financial statements for the financial period ended 31 December 2010.

EWW call option

Ruukki secured an undertaking from Kermas that it would waive its right to transfer its shares in EWW (a wholly owned subsidiary of Kermas) until 31 December 2013. Thereafter, until 31 March 2014, Ruukki will have a call option over the EWW shares. If Ruukki does not exercise its call option within that three month period, thereafter it has a 5 year right of first refusal in relation to the EWW shares. The prior written consent of Ruukki to the disposal of any part or the whole of the EWW Shares by Kermas is required (not to be unreasonably withheld in relation to transfers to affiliated companies). If either Kermas or Ruukki breaches any provision of the call option agreement, then notwithstanding any compensatory damage or other claims, that party will be subject to a contractual penalty of €10 million per breach and relinquishment of the continued relationship.

Ruukki has taken the view that, in fact, it has been able to exercise its call option to acquire EWW at any time. Kermas and Ruukki also formally agreed on 3 June 2010 that the call option can be executed by Ruukki at any time.

(v) Acquisition agreement in relation to Mogale

Under the terms of an agreement of the Mogale SPA entered into on 25 May 2009 between Ruukki SA, the Mogale Vendors and Mogale, Ruukki SA acquired a 84.9 per cent. stake in Mogale. The total purchase price was originally ZAR 1,850 million, plus ZAR 150 million payable to a trust established for Mogale management incentives. Of the purchase price, ZAR 1,125 million and half the ZAR 150 million management incentive was paid in cash at closing of the transaction on 28 May 2009. The balance of the purchase price

(ZAR 725 million plus ZAR 75 million), plus interest thereon, was to be paid in cash over a period of five years from closing of the transaction, of which the second, unconditional, tranche of ZAR 200 million was due in May 2010. Ruukki SA paid ZAR 12 million in 2009, ZAR 187 million on 27 May 2010 and a further ZAR 13 million in July 2010. The remaining ZAR 600 million conditional payment (including the further ZAR 75 million incentive payment) is conditional upon Mogale receiving certain operational permits and licences with respect to its furnaces.

There is a dispute as to whether the conditions for payment of the remainder of the purchase price have been met. Ruukki SA has received a notification that the Mogale Vendors have commenced legal actions in South Africa against Ruukki SA relating to the remaining ZAR 600 million, which represents 30% of the full purchase price for Mogale Alloys, along with a claim for interest of ZAR 88.2 million. Ruukki has already recorded the majority of the claimed amount as a liability in Ruukki's consolidated balance sheet. The result of the legal action, is therefore, not expected to have any significant negative effect on the financial status of the Ruukki Group in any event.

The Mogale SPA provides that where there is a dispute in regard to whether or not amounts are due and payable, such a dispute is to be referred to an independent attorney for determination. The Mogale Vendors have nevertheless instituted legal proceedings against Ruukki SA, who will vigorously defend the claim.

Furthermore the ZAR 12 million which was paid to the Mogale Vendors in 2009 as part of the remaining ZAR 600 million was erroneously paid after the Mogale Vendors falsely alleged that one of the furnaces had met all of the conditions. It is Ruukki's intention to claim this amount back.

The Mogale Vendors gave Ruukki SA customary warranties (on an indemnity basis) in relation to title, taxation, litigation, health and safety, contracts, property, environment and other matters.

At the time of negotiation of the Mogale SPA, it transpired from an environmental consultant's report, that Mogale potentially had liabilities as a result of non-compliance with South African environmental law relating to the operations conducted by Mogale. The Mogale Vendors were only willing to provide Ruukki SA with warranties in relation to its compliance with South African environmental law if such warranties were qualified with reference to the contents of the environmental consultant's report. As this was not acceptable to Ruukki SA, subsequent to the closing of the transaction, Kermas indemnified the Mogale Vendors against any potential claim which Ruukki SA may institute against the Mogale Vendors as a result of any non-compliance with its environmental law obligations in South Africa. To this end, the Mogale Vendors, Ruukki SA and Kermas entered into an amendment and indemnity agreement on 2 November 2009 in which, *inter alia*, Kermas provides Ruukki SA with warranties in relation to Mogale's environmental liabilities and indemnifies Ruukki SA against any loss or liability which Ruukki SA may suffer as a result of Mogale not having complied with any environmental laws in South Africa. The indemnity agreement applies retrospectively from the effective date under the Mogale SPA.

(vi) Sale agreement for the disposal of Lappipaneli's sawmill assets

Ruukki's subsidiary Lappipaneli Oy entered into an agreement dated 2 November 2009 with Pölkky Oy, Pölkky Metsä Kmo Oy and Kitkawood Oy for the disposal of its sawmill assets at Kuusamo. The purchase price was €14.6 million payable in instalments in late 2009 and April 2010. Inventories and other non-fixed assets were transferred in November 2009, while the fixed assets (such as real estate, machinery and equipment) were leased to the purchasers following the sale and then transferred to them in April 2010 and the remaining loans agreed to be transferred as part of the sale were transferred later in 2010.

Lappipaneli Oy, suffered losses in relation to currency hedging transactions in 2008 and 2009 and had previously brought a claim for damages at District Court of Helsinki against Sampo Pankki Oyj, which is part of the Danske Bank group, in relation to these losses. The rights and liabilities in respect of the claim were not transferred and remain with the Ruukki Group.

(vii) Sale agreement for the disposal of the shares in Tervolan Saha ja Hoyläämö Oy

Ruukki's subsidiary, Ruukki Yhtiöt Oy, entered into an agreement dated 20 November 2009 with Tervolan Saha ja Hoyläämö Oy ("Tervola") to sell its 91.42 per cent. stake in Tervola in a management buyout. Under the terms of the agreement, Tervola acquired the shares owned by Ruukki Yhtiöt Oy as part of a directed acquisition of its own shares. In conjunction with the transaction, the call option agreement between Ruukki Yhtiöt Oy and the minority shareholders in Tervola was dissolved.

The effect of the transaction was to leave the minority shareholders Hannu Vuokila ja Kalervo Vuokila as the owners of Tervola. The effective transfer date for the shares was 31 December 2009. The consideration payable to Ruukki Yhtiöt Oy was approximately €4.1 million which was paid in cash in December 2009.

(viii) Standby facility agreement with Kermas

On 27 May 2010, Ruukki agreed a new US\$55 million standby facility with Kermas, for working capital purposes. An amendment agreement was entered into on 30 June 2010 under which Kermas agreed to provide security over US\$25 million of bonds issued by Citigroup Inc. and Merrill Lynch & Co. as collateral in respect of its obligations under the facility agreement.

A pledge agreement was also entered into on 30 June 2010 between Kermas and Ruukki. The facility was originally available to be drawn down for a period of two years from the date of the agreement, although this has now been amended to a period ending on 31 December 2011. The pledge agreement is in effect until 31 December 2011 too.

As at the date of this Document, the facility was undrawn. If drawn down, the loan is repayable in a single payment on the final day of the loan term, being three years from the date of the first draw down, subject to Ruukki's right to pre-pay the whole or part of the loan on 2 business days' notice. The interest rate is 3 month LIBOR plus a margin of 1.0 per cent. per annum. Ruukki is also obliged to pay a transaction fee of 0.5 per cent. per annum of the loan facility amount for two years irrespective of any drawdown. Ruukki's obligations under the loan are unsecured. Ruukki has provided certain representations and warranties to Kermas and these will be repeated on any drawdown.

(ix) Framework agreements with MCC

On 24 August 2010, Ruukki announced two framework agreements with MCC of China for the construction of two 70 MW DC furnaces, which have a planned combined annual capacity of up to 280,000 tonnes, and a 250 megawatt power plant in South Africa. Further details for the contractual arrangements for the construction will form the subject of subsequent controls to be negotiated between the parties in due course.

(c) **Kermas**

Save for the Joint Venture Agreement, the Kermas Shareholder Loan Facility, the Kermas/Ruukki Loan Facility, each as summarised in paragraph 5 of Appendix II of this Document, and the agreements listed below and in paragraphs 5(b)(i), 5(b)(iv) and 5(b)(v) above to which Kermas is party, no other agreements have been entered into by Kermas otherwise than in the ordinary course of business since 15 July 2008 (being the date two years prior to the commencement of the Offer Period) which are or may be material.

(i) Disposal of Kermas' interest in Kermas South Africa (Proprietary) Limited and Samancor Chrome

On or about 11 July 2009, Kermas entered into a suite of agreements with, *inter alia*, International Mineral Resources BV ("IMR") in terms of which, *inter alia*, Kermas sold all of the shares held by it in Kermas South Africa (Proprietary) Limited ("Kermas SA") and all of its claims on loan account against Kermas SA and Batho Barena Investment Holdings (Proprietary) Limited to IMR. Kermas SA, at the date of the transaction, held a controlling interest in Samancor Chrome, a South African mining company focused on chrome. Pursuant to the same transaction, Samchrome Limited, a marketing and distribution company (in respect of chrome produced by Samancor Chrome) wholly owned (at the date of transaction) by Kermas, sold its distribution business to Samchrome FZCO.

The sale agreements were implemented in accordance with their terms and completion duly occurred on or about 4 November 2009.

Kermas provided warranties usual for a transaction of this nature in favour of IMR. Kermas' liabilities in terms of the warranties in the sale agreements are limited to the aggregate purchase price received by it. In addition, Kermas is not liable in respect of any warranty claim unless written notice of such claim is given by or on behalf of IMR to Kermas within an agreed period following the completion date. The sale agreements are governed by English law.

(ii) Cancellation agreement in relation to Mogale

On or about 28 April 2009, Kermas entered into cancellation agreement with the Mogale Vendors and Mogale, in terms of which, *inter alia*, Kermas' irrevocable offer to acquire a controlling interest in Mogale (and the Mogale Vendors' acceptance thereof) was cancelled by mutual agreement.

Under the cancellation agreement, Kermas indemnified the Mogale Vendors against any loss which they may suffer as a result of any claim being made by Ruukki SA against the Vendors pursuant to a breach of warranty in respect of certain environmental related matters and/or a claim arising from loss of profits in certain defined instances, such claims arising from the sale of shares agreement entered into between Ruukki SA and the Mogale Vendors pursuant to which Ruukki SA acquired a controlling interest in Mogale from the Vendors (see also paragraph 5(b)(v) above).

(iii) Amendment and indemnity agreement in relation to Mogale

On or about 2 November 2009, Kermas entered into an amendment and indemnity agreement with the Vendors and Ruukki SA in terms of which the cancellation agreement referred to in paragraph 5(c)(ii) above was amended by the deletion of the indemnity clause with the effect that Kermas has no further obligations to the Vendors in terms of such indemnity.

Further, under the amendment and indemnity agreement, Kermas indemnified Ruukki SA against any loss it may suffer pursuant to a breach of warranty in terms of the Mogale SPA by the Mogale Vendors in respect of certain environmental related matters and/or a loss of profits in certain defined instances contemplated in the Mogale SPA, in the event that Ruukki SA is prevented from instituting a claim in respect of such matters against the Mogale Vendors due to certain disclosures made in the Mogale SPA against the warranties by the Mogale Vendors (see also paragraph 5(b)(v) above).

The amendment and indemnity agreement is governed by South African law.

As security for its obligations to Ruukki SA in the amendment and indemnity agreement, Kermas pledged and ceded, as security, in favour of Ruukki SA its rights, title and in and to certain shares held by it. The pledge and security cession is governed by South African law and is subject to the jurisdiction of the South African courts.

(d) **Chromex**

Save for the Inducement Fee and Exclusivity Agreement which is summarised in paragraph 5.5 of Appendix II of this Document, and the agreements listed below, no other agreements have been entered into by Chromex otherwise than in the ordinary course of business since 15 July 2008 (being the date two years prior to the commencement of the Offer Period) which are or may be material.

(i) Langa Trust Convertible Loan and Langa Trust Convertible Loan Subscription Agreement

On 3 March 2009, Chromex entered into the Langa Trust Convertible Loan under which the Langa Trust (conditional on the execution of the Langa Trust Convertible Loan Subscription Agreement) made a loan facility available to Chromex of 30 million Rand. The facility was available to be drawn-down (in all or in part) in tranches of 5 million Rand. Any amounts drawn-down by Chromex under the facility attract interest at a rate equal to the three-month Johannesburg Interbank agreed rate and accrue on a daily basis. Unless repaid earlier, amounts drawn-down under the facility must be repaid (together with all interest accruing in relation thereon) by 3 March 2011.

On 3 March 2009, Chromex entered into the Langa Trust Convertible Loan Subscription Agreement with the Langa Trust (conditional, *inter alia*, on the Langa Trust Convertible Loan

becoming unconditional). Under the terms of the Langa Trust Convertible Loan Subscription Agreement the Langa Trust is entitled to subscribe for Chromex Shares in respect of the outstanding amounts due (and accrued interest thereon) under the Langa Trust Convertible Loan at a strike price of 22 pence per Chromex Share, converted at the prevailing ZAR/£ exchange rate with such subscription price being discharged by ceding Langa Trust's repayment right under the Langa Trust Convertible Loan.

(ii) Kleo Trust convertible loan and subscription agreement

On 19 December 2008, Chromex entered into a loan facility agreement with Kleo Trust on terms substantially identical to the Langa Trust Convertible. No monies were ever drawn down under the Kleo Trust loan agreement and it was terminated on 3 March 2009.

On 19 December 2008 Chromex entered into a subscription agreement with the Kleo Trust on terms substantially identical to the Langa Trust Convertible Loan Subscription Agreement. No right of conversion was ever exercised under the subscription agreement with the Kleo Trust and it was terminated on 3 March 2009.

(iii) Arxos agency agreement

On 11 May 2010, Chromex entered into an agency agreement with Arxos Trading Limited ("Arxos"). Pursuant to the terms of the agency agreement, Arxos was appointed as Chromex's sole and exclusive worldwide selling and marketing partner for all saleable product produced at the various mines operated by Chromex from time to time (the "Product"). Under the terms of the agency agreement Chromex is prohibited from directly or indirectly marketing or selling the Product to any other person other than has been procured by Arxos or through agreements concluded by Arxos on Chromex's behalf. In consideration for Arxos' services under the agency agreement, Chromex agrees to pay: (i) an agency fee equal to 5 per cent. of the sale price; and (ii) a marketing fee of US \$2 per metric tonne of all Product sold by Chromex resulting from orders procured or concluded by Arxos. The agency agreement has a minimum term of 24 months, terminable on 24 months' notice thereafter unless otherwise terminated by the parties.

On 22 September 2010 Chromex entered into a deed of termination with Arxos whereby, conditional on the Offer becoming unconditional in all respects, all provisions of the Agency Agreement shall cease, and both Arxos and Chromex shall be released from all their respective obligations under the Agency Agreement save in relation to confidentiality and termination provisions and those provisions relating to all orders procured by or concluded by Arxos on behalf of Chromex prior to the date that the Offer becomes unconditional in all respects.

6. INDUCEMENT FEE AND EXCLUSIVITY AGREEMENT

Details of the Inducement Fee and Exclusivity Agreement are summarised in paragraph 5.5 of Appendix II of this Document.

7. SERVICE CONTRACTS

The Chromex Directors have entered into the following service contracts with Chromex or its subsidiaries. No service agreement between Chromex or any of its subsidiaries and any Chromex Director has been entered into or amended in the six month period prior to the date of this Document.

(a) Robert Sinclair

On 4 September 2006, Chromex entered into an agreement with Artemis Trustees Limited ("Artemis") under which the services of Robert Sinclair were provided to Chromex. Under the terms of this agreement Artemis agreed to procure that Robert Sinclair would accept an appointment as a non-executive director of Chromex.

Robert Sinclair's appointment as a non-executive director of Chromex is subject to the provisions set out in Chromex's articles of association. Otherwise the appointment pursuant to the terms of the agreement is terminable on six months' notice.

In consideration of the services provided by Robert Sinclair under the terms of the agreement, Artemis is entitled to receive a gross fee of £10,000 per annum.

(b) Brian Moritz

On 4 September 2006, Chromex entered into a letter of appointment with Brian Moritz to act as Executive Chairman and director of Chromex.

Brian Moritz's appointment as a director of Chromex is subject to the provisions set out in Chromex's articles of association. Otherwise the appointment pursuant to the terms of the agreement is terminable on six months' notice.

In consideration of the services provided under the terms of the agreement, Brian Moritz is entitled to a director's fee of £60,000 per annum.

(c) James Burgess

On 4 September 2006, Chromex entered into a letter of appointment with James Burgess to act as a non-executive director of Chromex.

James Burgess' appointment as a non-executive director of Chromex is subject to the provisions set out in Chromex's articles of association. Otherwise the appointment pursuant to the terms of the agreement is terminable on six months' notice.

In consideration of the services provided under the terms of the agreement, James Burgess is entitled to a director's fee of £20,000 per annum.

(d) Russell Lamming

Russell Lamming has entered into an informal oral agreement with Chromex to act as Chief Executive and director of Chromex.

Russell Lamming's appointment as a director of Chromex is subject to the provisions set out in Chromex's articles of association.

In consideration of the services provided under the terms of the agreement, Russell Lamming is entitled to a director's fee of £150,000 per annum.

Whilst the appointment pursuant to the terms of the oral agreement contains no provision as to notice period, Synergy Africa has agreed to pay Russell Lamming the equivalent of 12 months' salary in lieu of notice on termination of his employment.

(e) Graham Stacey

Graham Stacey has entered into an informal oral agreement with Chromex to act as Chief Operating Officer and director of Chromex.

Graham Stacey's appointment as a director of Chromex is subject to the provisions set out in Chromex's articles of association. Otherwise the appointment pursuant to the terms of the agreement is terminable on six months' notice.

In consideration of the services provided under the terms of the agreement, Graham Stacey is entitled to a director's fee of £90,000 per annum.

8. FINANCING ARRANGEMENTS

Investec Bank plc is satisfied that Synergy Africa has the necessary financial resources available to satisfy full acceptance of the Offer. Full acceptances of the Offer would involve a maximum cash payment of approximately £37.1 million.

The cash consideration required to be provided for the Offer is provided from Ruukki's and Kermas' existing cash resources. The cash consideration required will be made available to Synergy Africa under a €24,360,697 on demand loan facility from Ruukki Holdings and a US\$32,152,108 on demand loan facility from Kermas. To assist Ruukki Holding's funding obligation to Synergy Africa, Kermas has agreed to provide an on demand loan facility to Ruukki Holdings of up to US\$20,300,000. Further details of these arrangements are contained in Appendix II of this Document.

9. CALCULATIONS AND SOURCES OF INFORMATION

- (a) The closing middle market prices or quotations of Chromex Shares are sourced from the AIM Appendix to the Daily Official List on the relevant dates.
- (b) The value of the entire issued and to be issued share capital of Chromex is based upon the sum of:
 - (i) 89,156,755 Chromex Shares in issue as announced on 8 October 2010 (representing the entire issued share capital of Chromex);
 - (ii) 7,625,000 Chromex Shares which are at 15 October 2010 (being the latest practicable date prior to the publication of this Document) the subject of the Chromex Share Options with exercise prices of less than 36.5 pence per Chromex Share;
 - (iii) 2,679,665 Chromex Warrants in issue as announced on 8 October 2010 (representing the number of Warrants in issue as at the date of this Document); and
 - (iv) 9,252,719 new Chromex Shares to be issued on conversion of the Langa Trust Convertible Loan. Whilst this is based on the five day average ZAR/£ exchange rate for the period ending on 15 October 2010 (being the latest practicable date prior to the publication of this Document), the exact number of Chromex Shares to which Langa Trust will become entitled will depend on the timing of the subscription and the ZAR/£ exchange rate at that time.
- (c) The five day average ZAR/£ exchange rate is taken from the WM/Reuters closing spot rates.

10. OTHER INFORMATION

- (a) Save as disclosed in this Document, no agreement, arrangement or understanding (including any compensation arrangement) exists between Synergy Africa or any party acting in concert with Synergy Africa and any of the directors, recent directors, shareholders or recent shareholders of Chromex or any person interested or recently interested in Chromex Shares which has any connection with, or dependence on, or which is conditional upon the outcome of the Offer.
- (b) Save as disclosed in this Document, there is no agreement, arrangement or understanding whereby the beneficial ownership of any of the Chromex Shares to be acquired pursuant to the Offer will be transferred to any person, but Synergy Africa reserves the right to transfer any such shares to any member of the Synergy Africa Subsidiaries Group, the Ruukki Group or the Kermas Group.
- (c) Save as disclosed in this Document, there have been no material changes in the financial or trading position of Chromex since 30 September 2009 (the date to which the last audited accounts of Chromex have been prepared).
- (d) Save as disclosed in this Document, there have been no material changes in the financial or trading position of Ruukki since 31 December 2009 (the date to which the last audited accounts of Ruukki have been prepared).
- (e) Investec Bank plc has given and has not withdrawn its written consent to the publication of this Document with the inclusion of the reference to its name in the form and context in which it appears.
- (f) Panmure Gordon has given and has not withdrawn its written consent to the publication of this Document with the inclusion of the references to its name in the form and context in which they appear.

11. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents will be available for inspection at the offices of Herbert Smith LLP, Exchange House, Primrose Street, London EC2A 2HS, during usual business hours on any weekday (Saturdays and public holiday excepted) and on Ruukki's website at www.ruukkigroup.fi from the date of this Document, being 18 October 2010, until the end of the Offer Period:

- (a) the Memorandum and Articles of Association of Synergy Africa;
- (b) the Memorandum and Articles of Association of Chromex;
- (c) the audited consolidated accounts of Chromex for the three financial years ended 30 September 2007, 2008 and 2009 and the unaudited interim results of Chromex for the 6 months ended 31 March 2010;

- (d) the audited consolidated accounts of Ruukki for the two financial years ended 31 December 2008 and 2009 and the unaudited interim results of Ruukki for the six months ended 30 June 2010;
- (e) the written consents referred to in paragraph 10 of this Appendix IV;
- (f) copies of the irrevocable undertakings to accept the Offer referred to in paragraph 4(d) of this Appendix IV;
- (g) a copy of the Joint Venture Agreement between Ruukki Holdings, Kermas and Synergy Africa dated 29 September 2010;
- (h) a copy of the Ruukki Shareholder Loan Facility;
- (i) a copy of the Kermas Shareholder Loan Facility;
- (j) a copy of the Kermas/Ruukki Loan Facility;
- (k) a copy of the Inducement Fee and Exclusivity Agreement dated 29 September 2010; and
- (l) this Offer Document and the Forms of Acceptance.

18 October 2010

DEFINITIONS

The following definitions apply throughout this Document and the accompanying Forms of Acceptance unless the context requires otherwise:

“the Act”	the Companies Act 2006
“AIM”	the AIM Market of London Stock Exchange plc
“Arxos”	Arxos Trading Limited
“Australia”	the Commonwealth of Australia, its states, territories and possessions
“Business Day”	a day other than a Saturday or Sunday or public holiday in England on which banks are open for business in the City of London
“Canada”	Canada, its provinces and territories and all areas subject to its jurisdiction and any political sub-division thereof
“Capita Registrars”	Capita Registrars Limited
“certificated form”	a share or security that is not in uncertificated form
“CGT”	UK capital gains tax
“Chromex”	Chromex Mining plc
“Chromex Directors”	the directors of Chromex as at the date of this Document being those persons whose names are set out in paragraph 2(b) of Appendix IV of this Document
“Chromex Group”	Chromex and its subsidiaries and subsidiary undertakings
“Chromex Share Options”	the options to acquire Chromex Shares held by various current and former officers and employees of the Chromex Group which give the right to subscribe for, in aggregate, 5,575,000 Chromex Shares at 25 pence per share and 2,050,000 Chromex Shares at 30 pence per share
“Chromex Shareholders”	holders of Chromex Shares from time to time
“Chromex Shares”	the existing unconditionally allotted or issued and fully paid ordinary shares of 1p each in the capital of Chromex and any further such shares which are unconditionally allotted or issued and fully paid, and any Treasury Shares unconditionally sold or transferred by Chromex, in each case, before the date on which the Offer closes (or such earlier date(s) as Synergy Africa may, subject to the Code, determine), including any such shares so unconditionally allotted or issued pursuant to the exercise of Chromex Warrants or Chromex Share Options or pursuant to the Langa Trust Convertible Loan Subscription Agreement
“Chromex Warrants”	the 2,679,665 warrants in issue giving the right to subscribe for one Chromex Share for each warrant held at a subscription price of 20 pence per Chromex Share
“Chromex Warrantholders”	holders of Chromex Warrants from time to time
“Closing Price”	means the middle market closing price of one Chromex Share on the relevant day as derived from the AIM appendix of the Daily Official List
“Code”	the City Code on Takeovers and Mergers
“Competing Proposal”	an offer from a third party relating to the sale or disposal of Chromex Shares or any material assets of Chromex
“CREST”	the relevant system, as defined in the CREST Regulations in respect of which Euroclear is the operator in accordance with the which securities may be held in and transferred in uncertificated form

“CREST member”	“a person who has been admitted by Euroclear as a system-member (as defined in the CREST Regulations)
“CREST participant”	a person who is, in relation to CREST, a system-participant (as defined in the CREST Regulations)
“CREST Regulations”	the Uncertificated Securities Regulations 2001 (S1 2001 No. 3755)
“CREST sponsor”	a CREST participant admitted to CREST as a CREST sponsor
“CREST sponsored member”	a CREST member admitted to CREST as a sponsored member
“DC furnace”	direct current furnace; a type of furnace for minerals processing which Ruukki’s minerals business has significant technological skill and experience in operating
“Daily Official List”	the Daily Official List of the London Stock Exchange
“Depositary”	Capita IRG Trustees Limited in its capacity as the issuer of the depositary interests in relation to underlying shares in Ruukki
“DMS circuit”	dense media separator circuit; an item of processing equipment due to be installed at Chromex’s Stellite mine
“€” or “euro”	euro, the currency introduced at the start of the third stage of economic union pursuant to the treaty establishing the European Union
“Effective”	in respect of the Offer, when it has been declared or become wholly unconditional in all respects
“Electronic Acceptance”	the inputting and settling of a TTE Instruction which constitutes or is deemed to constitute an acceptance of the Offer on the terms set out in this Document
“ESA instruction”	an Escrow Account Adjustment Input (AESN), transaction type “ESA” (as described in the CREST manual issued by Euroclear)
“Escrow Agent”	Capita Registrars in its capacity as escrow agent (as defined by the CREST Manual issued by Euroclear)
“Euroclear”	Euroclear UK & Ireland Limited
“EWW”	Elektrowerk-Weisweiler GmbH, a company incorporated in Germany with whom the Ruukki Group has a long term toll manufacturing arrangement
“Form of Acceptance”	the Offer Form of Acceptance or the Warrant Form of Acceptance
“IMR”	International Mineral Resources BV
“Inducement Fee and Exclusivity Agreement”	the agreement between Synergy Africa and Chromex dated 29 September 2010 relating to the Offer, further details of which are set out in Paragraph 5 of Appendix II of this Document
“Joint Venture Agreement”	the agreement between Ruukki Holdings, Kermas and Synergy Africa dated 29 September 2010 relating to Synergy Africa details of which are set out in Paragraph 5.1 of Appendix II of this Document
“Kermas”	Kermas Limited, a company incorporated in the British Virgin Islands with registered number 504889
“Kermas Directors”	the directors of Kermas as at the date of this Document being those persons whose names are set out in paragraph 4.3 of Appendix II of this Document
“Kermas Group”	Kermas and its subsidiaries and subsidiary undertakings

“Kermas Shareholder Loan Facility”	the loan facility agreement dated 29 September 2010 between Synergy Africa and Kermas pursuant to which Kermas has agreed to lend US\$32,152,108 to Synergy Africa to fund the Offer and conditional on the Offer becoming unconditional, details of which are set out in Paragraph 5.3 of Appendix II of this Document
“Kermas/Ruukki Loan Facility”	the loan facility agreement dated 29 September 2010 between Kermas and Ruukki Holdings pursuant to which Kermas has agreed to lend US\$20,300,000 to Ruukki Holdings such funds to be used by Ruukki Holdings to provide funding to Synergy Africa pursuant to the Ruukki Shareholder Loan Facility, details of which are set out in Paragraph 5.4 of Appendix II of this Document
“Kleo Trust”	the trustees for the time being of the Kleo Trust (Master’s Reference No: IT5519/03)
“Langa Trust”	the trustees for the time being of the Langa Trust (Master’s Reference No: IT 9967/05)
“Langa Trust Convertible Loan”	the outstanding principal and accrued interest under a loan facility agreement dated 3 March 2009, being ZAR 22,129,931 as at the date of this Document, details of which are set out in Paragraph 5(d)(i) of Appendix IV of this Document
“Langa Trust Convertible Loan Subscription Agreement”	the subscription agreement dated 3 March 3009 pursuant to which Langa Trust is entitled to subscribe for Chromex Shares in respect of the Langa Trust Convertible Loan at a conversion price of 22 pence per Chromex Share converted at the prevailing ZAR/£ exchange rate, details of which are set out in Paragraph 5(d)(i) of Appendix IV of this Document
“London Stock Exchange”	London Stock Exchange plc
“Listing Rules”	the listing rules issued by the UK Listing Authority pursuant to Part VI of the Financial Services and Markets Act 2000
“MCC”	Metallurgical Group Corporation
“member account ID”	the identification code or number attached to any member account in CREST
“Mogale”	Mogale Alloys (Proprietary) Limited, a company incorporated in South Africa with registration number 2002/015207/07 and involved in the Ruukki’s minerals business
“Mogale Vendors”	Johan Frederik Oosthuizen, Metmar Limited, Gujo Investments (Proprietary) Limited, Corocapital Limited, Isak Carel Pienaar, the trustees for the time being of the Ferguson Family Trust, Sebeso Benefication (Proprietary) Limited, Leswikeng Minerals & Energy (Proprietary) Limited
“Mogale SPA”	the sale and purchase agreement between Ruukki SA, Mogale and the Mogale Vendors, further details of which are set out in paragraphs 5(b)(v), 5(c)(ii) and 5(c)(iii) of Appendix IV of this Document
“Offer”	the recommended cash offer made by Synergy Africa pursuant to the Code to acquire all of the Chromex Shares on the terms and subject to the conditions set out in this Document and the Offer Form of Acceptance relating thereto, and including, where the context so requires, any subsequent revision, variation, extension or renewal of such offer
“Offer Document” or “Document”	this Document

“Offer Form of Acceptance”	the white form of acceptance relating to the Offer accompanying the Offer Document which may only be completed by holders of Chromex Shares in certificated form
“Offer Period”	the period commencing on (and including) 15 July 2010 until whichever of the following times and dates shall be the latest of: <ul style="list-style-type: none"> (i) 1.00 p.m. (London time) on the first closing date of the Offer; or (ii) the earlier of: <ul style="list-style-type: none"> (a) the time and date that the Offer lapses; or (b) the time and date at which the Offer becomes unconditional as the acceptances.
“Panel”	the Panel on Takeovers and Mergers
“participant ID”	the identification code or membership number used in CREST to identify a particular CREST member or a CREST participant
“Panmure Gordon”	Panmure Gordon (UK) Limited
“PGE”	platinum group elements
“RCS”	RCS Limited, a company incorporated in Malta with registration number C43287 and involved in Ruukki’s minerals business
“Receiving Agent”	Capita Registrars in its capacity as receiving agent (as defined by the CREST Manual issued by Euroclear)
“Regulations”	the Uncertificated Securities Regulations 2001 (SI No. 2001/3755)
“Regulatory Information Service”	a Regulatory Information Service that is approved by the Financial Services Authority and is on the list maintained by the Financial Services Authority in LR App 3 to the Listing Rules
“Related Party Transaction”	the arrangements agreed by Kermas and the Ruukki Group relating to (i) the establishment of Synergy Africa as a joint venture (ii) the financing of Synergy Africa (including the Kermas/Ruukki Loan Facility) and (iii) the acquisition and holding of Chromex Shares
“Relationship Agreement”	the relationship deed dated 30 June 2010 between Dr Danko Koncar, Kermas, Ruukki and Kermas’ majority shareholder (who is Dr Danko Koncar’s cousin) further details of which are set out in Paragraph 5(b)(i) of Appendix IV of this Document
“Restricted Jurisdiction”	any of Australia, Canada, Japan or the United States or any other jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information is sent or made available to Chromex Shareholders in that jurisdiction
“Restricted Overseas Persons”	Shareholders resident in a Restricted Jurisdiction and “Restricted Overseas Person” means any one of them
“ROM”	Run of mine; mined ore which can be processed without further crushing
“Ruukki”	Ruukki Group Plc, a public limited company incorporated in Finland with business identity code 0618181-8 and trade register number 360.572
“Ruukki Directors”	the directors of Ruukki as at the date of this Document being those persons set out in paragraph 3.4 of Appendix II of this Document
“Ruukki EGM”	the Extraordinary General Meeting of Ruukki expected to be held on or around 17 November 2010 to approve the Related Party Transaction
“Ruukki Group”	Ruukki and its subsidiaries and subsidiary undertakings

“Ruukki Holdings”	Ruukki Holdings Limited, a company incorporated in Malta with registration number C45836 and a wholly owned subsidiary of Ruukki
“Ruukki SA”	Ruukki South Africa (Proprietary) Limited
“Ruukki Shareholder Loan Facility”	the loan facility agreement dated 29 September 2010 between Synergy Africa and Ruukki Holdings pursuant to which Ruukki Holdings has agreed to lend €24,360,697 to Synergy Africa to fund the Offer and conditional on the Offer becoming unconditional, details of which are set out in Paragraph 5.2 of Appendix II of this Document
“Ruukki Shareholders”	the holders of ordinary shares of no par value each in the capital of Ruukki
“Samancor Chrome”	Samancor Chrome Limited
“Samancor Holdings”	Samancor Holdings (Proprietary) Limited
“SAMREC”	the South African code for reporting of mineral resources and mineral reserves
“Shareholder Loan Facilities”	the Ruukki Shareholder Loan Facility and Kermas Shareholder Loan Facility
“£” or “Sterling”	pounds sterling, the lawful currency for the time being of the UK and references to “pence” and “p” shall be construed accordingly
“subsidiary” and “subsidiary undertaking”	have the meanings given to them in the Act
“Synergy Africa”	Synergy Africa Limited, a private limited company incorporated in England and Wales with registered number 7382978
“Synergy Africa Directors”	the Directors of Synergy Africa as at the date of this Document being those persons set out in paragraph 1.2 of Appendix II of this Document
“Synergy Africa Group”	Ruukki and Kermas and their respective subsidiaries and subsidiary undertakings
“Synergy Africa Subsidiaries Group”	Synergy Africa and its subsidiaries and subsidiary undertakings
“TMS”	Turk Maadin Sirketi A.S, a company incorporated in Turkey with registration number 2996 and involved in the Ruukki’s minerals business
“Treasury Shares”	shares held as treasury shares as defined in section 724(5) of the Act
“TFE Instruction”	a Transfer from Escrow instruction (as described in the CREST manual issued by Euroclear), which will be given in the circumstances described in paragraph 18(c) of the letter from Synergy Africa contained in this Document.
“TTE Instruction”	a Transfer to Escrow instruction (as described in the CREST manual issued by Euroclear) in relation to Chromex Shares or Chromex Warrants in uncertificated form meeting the requirements set out in paragraph 17(b)(i) or 17(b)(ii) of the letter from Synergy Africa contained in this Document
“UK” or “United Kingdom”	the United Kingdom of Great Britain and Northern Ireland
“UK Listing Authority”	the Financial Services Authority as the competent authority under Part VI of the Financial Services and Markets Act 2000

“uncertificated form”	recorded on the relevant register of the share or security concerned as being held in uncertificated form in CREST and title to which by virtue of the CREST Regulations may be transferred by means of CREST
“United States”	the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia, and all other areas subject to its jurisdiction
“US\$” or “\$”	United States dollar, the lawful currency of the United States
“VAT”	value added tax
“Warrant Form of Acceptance”	the blue form of acceptance relating to the Warrant Offer accompanying the Offer Document which may only be completed by holders of Chromex Warrants in certificated form
“Warrant Offer”	the recommended cash offer made by Synergy Africa pursuant to the Code to acquire all of the Chromex Warrants on the terms and subject to the conditions set out in this Document and the Warrant Form of Acceptance relating thereto, and including, where the context so requires, any subsequent revision, variation, extension or renewal of such offer
“Waylox”	Waylox Mining (Private) Limited
“ZAR” or “Rand”	South Africa Rand, the lawful currency of the Republic of South Africa