

BONUS AGREEMENT

13 This BONUS AGREEMENT (the "Agreement") is entered into effective as of May 13, 2011, by and among Novametal Resources LLC, a limited liability company organized under the laws of Mongolia (Company Registration Number 5372658, State Registration Number 9011232015) (the "Company"), Mr. Sumiyabazar Dolgorsuren (Citizen's Identification Card Number UB0056916, Registration Number ChL74010776) ("Mr. Sumiyabazar"), and NATALYA-1, S.A.R.L., a company organized under the laws of Luxembourg (Company Registration Number B153472) ("NATALYA-1"), (each referred to individually as a "Party" and collectively as the "Parties"):

RECITALS

WHEREAS, the Parties entered into the Shareholders' Agreement dated on August 6, 2010 ("Shareholders' Agreement") in order to define certain rights and obligations of the Parties in respect of their ownership of shares of capital stock of the Company and the governance of the Company.

WHEREAS, the Parties entered agreed to terminate the Shareholders' Agreement and replace such agreement with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 BONUS PAYMENT

NATALYA-1 shall make certain bonus payments to Mr. Sumiyabazar upon the occurrence of the event below with respect to operation of the Company as follows:

a single payment of US\$1,000,000 upon the successful and effective conversion of exploration license No. 8573X from an exploration license to a mining license (NATALYA-1 must approve in writing any application to convert exploration license No. 8573X into a mining license prior to its filing);

ARTICLE 2 MISCELLANEOUS

Amendment. Any provision of this Agreement may be altered, supplemented, amended, or waived only by the written consent of the Parties.

Assignment. Except as otherwise expressly provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties

Notices. Any and all notices, designations, consents, offers, acceptances or other communications provided for herein (each a "Notice") shall be given in writing by courier, hand

delivery or fax, which shall be addressed, or sent, to the respective addresses of the Parties as set forth below or as otherwise set forth in any Notice by any Party to the Company and all other Parties given in accordance herewith.

If to the Company:

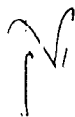
Name	Novametal Resources LLC
Address	3 rd Floor, National Circus Building, Seoul Street, Sukhbaatar district, 1 st Khoroo
City	Ulaanbaatar
Country	Mongolia
Phone	99110899

If to Mr. Sumiyabazar:

Name	Sumiyabazar Dolgorsuren
Address	National Investment Bank of Mongolia, 2-3 Floor, City Plaza, Seoul Street 6A
City	Ulaanbaatar
Country	Mongolia
Phone	976-321995
Facsimile	976-390913

If to NATALYA-1:

Name	NATALYA-1
Address	74, rue de Merl, 1 st
City	L-2146
Country	Luxembourg



Phone	+1 212 698 9260
Facsimile	+1 212 698 9266

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

Name	James Passin
Address	c/o FGS Advisors ::C 152 West 57 th Street, 24 th Floor
City	New York, NY 10019
Country	USA
Phone	+1 212 698 9260
Facsimile	+1 212 698 9266

All notices shall be deemed to have been received on the day of their receipt by the addressee.

Counterparts. This Agreement may be executed in three or more counterparts and each counterpart shall be deemed to be an original and all such counterparts together shall constitute one and the same agreement of the Parties hereto.

Section Headings. Headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provisions hereof.

Choice of Law. This Agreement, including, without limitation, the interpretation, construction, validity and enforceability thereof, shall be governed by the laws of Mongolia.

Arbitration. The Parties irrevocably agree that any dispute arising out of or connected with this Agreement, including a dispute as to the validity, existence or termination of this Agreement, shall be finally resolved by Arbitration Council of the Mongolian National Chamber of Commerce and Industry in Ulaanbaatar. Any award of the arbitrators will be final and binding on each of the Parties. All arbitration awards against any Party hereto shall be rendered and paid in USD. The prevailing Party in any dispute shall be entitled to recover all costs incurred, including, but not limited to, reasonable attorneys' fees and other costs. The language of the arbitration shall be English.

Entire Agreement; Termination of Prior Agreements. This Agreement contains the entire understanding of the Parties hereto respecting the subject matter hereof and supersedes all prior agreements, discussions and understandings with respect thereto.

Severability. If any term, provision, covenant, or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms,

provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Prevailing Language. This Agreement has been prepared in both English and Mongolian language versions but, in the event of any dispute concerning interpretation of this Agreement, the English language version shall prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

By: 

Sumiyabazar Dolgorsuren

NATALYA-1, S.A.R.L.

By: 

Name: James Passin

Title: Manager

By: 

Name: Anthony Milewski

Title: Manager