

PLAN SUPPORT AGREEMENT

This PLAN SUPPORT AGREEMENT (the “Agreement”) is made and entered into as of August 27, 2010 by and among the following parties:

(a) Tronox Incorporated and its affiliated debtors and debtors in possession (collectively, “Tronox”);

(b) the Official Committee of Unsecured Creditors (the “Creditors’ Committee”);

(c) the undersigned holders (collectively, the “Noteholders”) of the 9.5% senior unsecured Notes due December 1, 2012 (the “Unsecured Notes”), issued pursuant to that certain indenture, dated as of November 28, 2005, by and among Tronox Worldwide LLC and Tronox Finance Corp. as issuers, Tronox Incorporated and certain domestic subsidiaries thereof as guarantors, and Citibank, N.A. as indenture trustee;

(d) Michael E. Carroll, in his sole capacity as a member of Creditors’ Committee and holder of a Tort Claim,¹ who, with and through counsel, has been active in Term Sheet (defined herein) negotiations and has made the judgment that the treatment proposed for Tort Claims in the Term Sheet (assuming the treatment in the First Amended Plan, as defined herein, is consistent with his understanding of the treatment agreed to among the Parties) is fair and reasonable under the circumstances of the Tronox chapter 11 cases;

(e) Rio Algom Mining, LLC, in its sole capacity as a member of the Creditors’ Committee, with respect to Sections 3(a)(v) and 3(a)(vi) only; and

(f) the undersigned attorneys for certain parties, as representatives (the “Representatives”) of such parties, *provided*, that the Representatives shall be obligated only with respect to Section 9 hereof.

Each party named above, with the exception of the Representatives, is a “Party”, and collectively, the “Parties”.

RECITALS

WHEREAS, on January 12, 2009, Tronox commenced voluntary cases under chapter 11 of 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”);

WHEREAS, based on various factors, which Tronox has extensively considered, Tronox has determined that the consummation of a standalone reorganization through a chapter 11 plan is in the best interests of its estates and all stakeholders;

¹ Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Equity Commitment Agreement annexed hereto as Exhibit A. If there are any discrepancies between this Plan Support Agreement and the Equity Commitment Agreement, the Equity Commitment Agreement shall prevail.

WHEREAS, the members of the Creditors' Committee and the Noteholders each hold a claim or claims against Tronox, as defined in section 101(5) of the Bankruptcy Code (each such claim, a "Claim");

WHEREAS, on July 7, 2010, Tronox filed the Proposed Joint Plan of Reorganization of Tronox [Docket No. 1706] (the "Proposed Plan") and the Disclosure Statement related thereto [Docket No. 1707] (the "Proposed Disclosure Statement");

WHEREAS, with support of the Parties, Tronox now desires to revise the Proposed Plan and the Proposed Disclosure Statement related thereto and to file, obtain confirmation of, and consummate a revised chapter 11 plan of reorganization in accordance with the terms and conditions set forth in the term sheet annexed hereto as Attachment 1 to Exhibit A, as such term sheet may be amended from time to time in accordance with the terms of this Agreement (the "Term Sheet", and such revised plan of reorganization, the "First Amended Plan");

WHEREAS, in connection with the restructuring transactions contemplated by the First Amended Plan, the Backstop Parties have agreed to purchase (a) New Common Stock not otherwise purchased by Eligible Holders in the Rights Offering and (b) New Convertible Preferred Stock, each in accordance with the terms and conditions set forth in that certain Equity Commitment Agreement, dated as of August 27, 2010 and attached hereto as Exhibit A (the "Equity Commitment Agreement");

WHEREAS, the Parties have engaged in good faith negotiations with each other and with the objective of reaching an agreement with regard to the First Amended Plan and the Term Sheet;

WHEREAS, each Party has reviewed, or has had the opportunity to review, this Agreement and the Term Sheet with the assistance of professional legal advisors of its own choosing;

WHEREAS, each Party desires to support the First Amended Plan, to the extent consistent in all material respects with the Term Sheet; and

WHEREAS, subject to the execution of definitive documentation and appropriate approvals by the Bankruptcy Court of the First Amended Plan and the revised disclosure statement related thereto (as the same may be amended pursuant to this Agreement from time to time in accordance with this Agreement, the "Amended Disclosure Statement"), each of which shall be consistent with the Term Sheet, the following sets forth the agreement between the Parties concerning their respective obligations.

AGREEMENT

NOW THEREFORE, in consideration of the promises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Term Sheet and Plan of Reorganization.

The Term Sheet is incorporated herein by reference and is made part of this Agreement as if fully set forth herein. The general terms and conditions of the First Amended Plan are set forth in the Term Sheet; *provided, however*, that the Term Sheet is supplemented by the terms and conditions of this Agreement. In the event of any inconsistencies between the terms of this Agreement and the Term Sheet, the terms of this Agreement shall govern.

2. Effectuating the Plan.

To implement the First Amended Plan, the Parties have agreed, on the terms and conditions set forth herein, that Tronox shall use reasonable best efforts to confirm and take effective the First Amended Plan, and without limiting the foregoing, shall use its reasonable best efforts to take all actions necessary and appropriate to:

(a) on or prior to two Business Days after the execution of this Agreement, and in any event concurrently with the filing of the Equity Commitment Agreement Motion (as defined below), file a motion (the “PSA Motion”) with the Bankruptcy Court, seeking the entry of an order, the terms of which shall be satisfactory to the signatories hereto, approving this Agreement and authorizing the Parties entering into, and performing under, this Agreement (the “PSA Approval Order”);

(b) on or prior to two Business Days after the execution of the Equity Commitment Agreement, and in any event concurrently with the filing of the PSA Motion, file a motion (the “Equity Commitment Agreement Motion”) with the Bankruptcy Court, seeking the entry of an order, the terms of which shall be satisfactory to the Backstop Parties (as such term is defined in the Equity Commitment Agreement) approving the Equity Commitment Agreement and authorizing the parties thereto to enter into, and perform under, the Equity Commitment Agreement (the “Equity Commitment Agreement Approval Order”), it being understood that the PSA Motion and Equity Commitment Agreement Motion seek separate relief but can be combined into one pleading;

(c) obtain the entry of each of the PSA Approval Order and the Equity Commitment Agreement Approval Order no later than September 17, 2010;

(d) file an amended Disclosure Statement for the First Amended Plan and seek entry of a Bankruptcy Court Order approving the Disclosure Statement for the First Amended Plan (the “Disclosure Statement Order”) as expeditiously as practicable under the Bankruptcy Code and the Bankruptcy Court’s local rules (such federal and local rules, the “Bankruptcy Rules”) but, in any event, have the Disclosure Statement Order entered on or prior to September 30, 2010;

(e) solicit the requisite acceptances of the First Amended Plan in accordance with sections 1125 and 1126 of the Bankruptcy Code and the terms of the Disclosure Statement Order;

(f) seek confirmation of the First Amended Plan as expeditiously as practicable under the Bankruptcy Code and the Bankruptcy Rules, and, in any event, have an order confirming the First Amended Plan entered on or prior to November 30, 2010; and

(g) consummate the First Amended Plan as expeditiously as practicable in accordance with its terms and the terms of this Agreement but in no event shall the Effective Date (as that term is defined in the First Amended Plan) be later than December 31, 2010.

3. Commitments of the Parties to this Agreement.

(a) Support of First Amended Plan.

As long as a Termination Event (as defined herein) has not occurred, or has occurred but has been duly waived or cured in accordance with the terms hereof, each Party hereto agrees for itself, that it will:

- i. promptly upon execution of this Agreement, negotiate in good faith to prepare the Definitive Restructuring Documentation, which shall contain provisions consistent with this Agreement and the Term Sheet and such other provisions as are mutually acceptable to the Parties;
- ii. subject to Section 3(a)(v), from and after the date hereof, not support any other plan of reorganization or any other equity commitment agreement other than the Equity Commitment Agreement or take any action that is inconsistent with, or could reasonably be expected to prevent, delay or impede solicitation, confirmation or consummation of the First Amended Plan or any document filed with the Bankruptcy Court in furtherance of soliciting or confirming the First Amended Plan or consummating the transactions contemplated thereby, including but not limited to the consummation of the Equity Commitment Agreement;
- iii. from and after the date hereof, agree not to directly or indirectly propose, sponsor, support, or solicit votes in favor of any other plan of reorganization other than the First Amended Plan;
- iv. agree, if applicable, to permit disclosure in the Amended Disclosure Statement and any filings by Tronox with the United States Securities and Exchange Commission of the contents of this Agreement;
- v. following receipt of the Amended Disclosure Statement and other related solicitation materials approved by the Bankruptcy Court, vote all Claims that it holds or controls, if any, in favor of the First Amended Plan by delivering its duly executed and timely

completed ballot or ballots accepting the First Amended Plan to the balloting agent for the First Amended Plan, and it shall not thereafter withdraw or change such vote so long as the First Amended Plan, the Amended Disclosure Statement and this Agreement are not modified except in accordance with this Agreement; *provided however*, members of the Creditors' Committee, including members that are Parties to this Agreement, may vote in favor of any plan of reorganization other than the First Amended Plan and not be in violation of the commitments set forth in this Agreement;

- vi. not object to or otherwise commence any proceeding or take any other action opposing any of the terms of this Agreement, the Equity Commitment Agreement, the Amended Disclosure Statement or the First Amended Plan; and
- vii. in the case of the Creditors' Committee, recommend to its members and constituents that they vote in favor of the First Amended Plan;

provided, that nothing contained in this Agreement shall be deemed to prevent Tronox, the Creditors' Committee or any other Party hereto from taking or failing to take any action that it is obligated to take (or fail to take) in the performance of any fiduciary or similar duty which Tronox, the Creditors' Committee or such other Party owes to any other person or entity.

(b) Transfers of Claims.

Each Noteholder may sell, assign, transfer, hypothecate or otherwise dispose of, directly or indirectly (each such transfer, a "Transfer"), all or any of its Claims (or any right related thereto and including any voting rights associated with such Claims, *provided*, that the transferee thereof (i) agrees in writing, prior to such Transfer, to assume the rights and obligations of the selling Party under this Agreement and (ii) promptly delivers such writing to Tronox (each such transferee becoming, upon the Transfer, a Party hereunder). Any sale, transfer or assignment of a Claim that does not comply with the procedure set forth in the first sentence of this Subsection 3(b) shall be deemed void *ab initio*.

(c) Representations of the Noteholders.

Each Noteholder represents, with respect to itself only, that, as of the date hereof:

- i. it is the owner and/or the investment advisor or manager for the owner of such Claims set forth opposite its name on Schedule 1 hereto (collectively, the "Noteholders' Relevant Claims");
- ii. it has made no prior assignment, sale, participation, grant, conveyance, or other transfer of, and has not entered into any other

agreement to assign, sell, participate, grant, or otherwise transfer, in whole or any part, any portion of its right, title or interest in the Relevant Claims; and

- iii. Except as otherwise set forth on its respective signature page, it has full power to vote the aggregate principal amount of the Relevant Claims.

Nothing in (b) and (c) above is intended in any way to expand or limit any obligations of the Backstop Parties (with respect to claims trading or otherwise) as set forth in the Equity Commitment Agreement and the Equity Commitment Agreement shall control.

(d) Covenant of the Noteholders and the Company regarding amendments to the Equity Commitment Agreement.

The Noteholders and the Company covenant that, provided the Equity Commitment Agreement has not terminated and the Creditors' Committee is in compliance with its obligations under this Agreement, the Creditors' Committee shall have the rights set forth in Section 21 of the Equity Commitment Agreement.

4. Mutual Representations, Warranties, and Covenants.

Each Party makes the following representations and warranties, solely with respect to itself, to each of the other Parties:

- (a) Enforceability.

Subject to the provisions of sections 1125 and 1126 of the Bankruptcy Code, and except as set forth herein, this Agreement is a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability.

- (b) No Consent or Approval.

Except as expressly provided in this Agreement, no consent or approval is required by any other entity for it to carry out the provisions of this Agreement.

- (c) Power and Authority.

It has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement and the First Amended Plan.

- (d) Authorization.

The execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary action on its part.

(e) No Conflicts.

The execution, delivery and performance of this Agreement does not and shall not: (a) violate any provision of law, rule or regulations applicable to it or any of its subsidiaries; (b) violate its certificate of incorporation, bylaws or other organizational documents or those of any of its subsidiaries; or (c) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any material contractual obligation to which it or any of its subsidiaries is a party.

5. No Waiver of Participation and Preservation of Rights.

This Agreement and the First Amended Plan are part of a proposed settlement of disputes among the Parties. Without limiting the foregoing sentence in any way, if the transactions contemplated by this Agreement or otherwise set forth in the First Amended Plan are not consummated as provided herein, if a Tronox Termination Event or Agreement Termination Event occurs, or if this Agreement is otherwise terminated for any reason, the Parties each fully reserve any and all of their respective rights, remedies, claims and interests.

6. Acknowledgement.

This Agreement and the First Amended Plan and the transactions contemplated herein and therein are the product of negotiations between the Parties and their respective representatives. This Agreement is not and shall not be deemed to be a solicitation of votes for the acceptance of a plan of reorganization for the purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Tronox will not solicit acceptances of the First Amended Plan from any holder of a Claim in any manner inconsistent with the Bankruptcy Code or applicable nonbankruptcy law.

7. Termination.

(a) This Agreement shall expire automatically without any further required action or notice upon the occurrence of (x) any Tronox Termination Event; provided, however, solely in the case of the occurrence of an event described in clauses (i) or (ii) of the definition of “Tronox Termination Event,” this Agreement shall not terminate pursuant to this clause (x) unless and until Noteholders representing more than thirty-three percent (33%) of the aggregate amount of all Noteholders’ Relevant Claims are then in breach of any material covenant, representation, warranty or other provision set forth in clause (i) or (ii) of the definition of “Tronox Termination Event,” or (y) any Agreement Termination Event, unless the occurrence of such Agreement Termination Event is waived in writing by Noteholders representing more than sixty-six and two-thirds (66 2/3%) of the aggregate amount of all Noteholders’ Relevant Claims. Upon the termination of this Agreement, any and all acceptances in favor of the First Amended Plan by the Parties prior to such expiration shall be deemed, for all purposes, to be null and void and shall not be considered or otherwise used in any manner by Tronox in connection with this Agreement.

(b) Termination Events.

The term “Tronox Termination Event,” wherever used in this Agreement, means any of the following events (whatever the reason for such Tronox Termination Event and whether it is voluntary or involuntary):

- i. (A) A Noteholder shall have breached any material covenant or provision of this Agreement; (B) Tronox shall have delivered written notice to the other Parties of any such Noteholder breach; and (C) any such breach shall have remained uncured by the breaching Noteholder for a period of five (5) business days from the receipt of such notice;
- ii. (A) Any representation or warranty in this Agreement made by a Noteholder shall have been untrue in any material respect when made or shall have become untrue in any material respect, (B) Tronox shall have delivered written notice to the other Parties of any such Noteholder breach, and (C) any such breach shall have remained uncured by the breaching Noteholder for a period of five (5) business days from the receipt of such notice;
- iii. There shall have been issued any order, decree, or ruling by any court or governmental body having jurisdiction restraining or enjoining the consummation of or rendering illegal the transactions contemplated by this Agreement.

The term “Agreement Termination Event,” wherever used in this Agreement, means any of the following events (whatever the reason for such Agreement Termination Event and whether it is voluntary or involuntary):

- i. (A) Any Party other than a Noteholder shall have breached any material covenant or provision of this Agreement, (B) any non-breaching Party shall have delivered written notice to the other Parties of any such breach, and (C) such breach shall have remained uncured by such breaching Party for a period of five (5) business days from the receipt of such notice;
- ii. (A) Any representation or warranty in this Agreement made by a Party other than a Noteholder shall have been untrue in any material respect when made or shall have become untrue in any material respect, (B) any non-breaching Party shall have delivered written notice to the other Parties of any such breach, and (C) such breach shall have remained uncured by such breaching Party for a period of five (5) business days from the receipt of such notice;
- iii. (A) Any material term or condition of any of the Definitive Restructuring Documentation shall be (whether due to an order of

the Bankruptcy Court or otherwise) materially different and adverse to any Party than as agreed by the Parties except to the extent such materially different and adverse term or condition is agreed by each such adversely affected Party, (B) any Party shall have delivered written notice to the other Parties of any such event, and (C) such event shall have remained uncured for a period of five (5) business days;

- iv. The Creditors' Committee shall have breached any provision of Section 3(a) of this Agreement other than Section 3(a)(v);
- v. There shall have been issued or reinstated any suspension order or similar order by a court or other governmental body of competent jurisdiction that adversely affects the benefits intended to be received by the Parties hereunder, or prevents Tronox from consummating the transactions contemplated by this Agreement, and (A) such proceeding or order was issued or reinstated at the request or with the acquiescence of Tronox or any of its affiliates or (B) in all other circumstances, such order shall not have been stayed, reversed, or vacated within fifteen (15) days after such issuance or reinstatement;
- vi. Unless Tronox, the Noteholders, and the Creditors' Committee agree otherwise:
 - a. Tronox shall not have obtained, and the Court shall have not entered the PSA Approval Order on or before September 17, 2010;
 - b. the governmental entities set forth on Schedule 1 shall not have executed the Environmental Claims Settlement Agreement (subject to any notice and comment period required under applicable law) on or prior to September 23, 2010;
 - c. the Confirmation Order shall not have been entered by the Bankruptcy Court on or before November 30, 2010; and
 - d. the Effective Date of the First Amended Plan and the transactions contemplated by the First Amended Plan shall not have occurred or been consummated, respectively, on or before December 31, 2010;
- vii. Upon the written consent of the Parties;
- viii. The Equity Commitment Agreement shall have been terminated pursuant to the terms thereof;

- ix. The Bankruptcy Court shall have granted relief that is inconsistent with the Term Sheet, the Equity Commitment Agreement, the PSA Approval Order, the Equity Commitment Agreement Approval Order or the First Amended Plan and adverse, in any material respect, to any Party;
- x. A trustee or examiner with enlarged powers shall have been appointed under sections 1104 or 1105 of the Bankruptcy Code for service in the Chapter 11 Cases; and
- xi. One or more of the Chapter 11 Cases shall have been converted to a case under chapter 7 of the Bankruptcy Code or otherwise dismissed.

A Tronox Termination Event and an Agreement Termination Event shall each be a “Termination Event”.

8. Miscellaneous Terms.

(a) Binding Obligation; Assignment.

Binding Obligation. Subject to the provisions of sections 1125 and 1126 of the Bankruptcy Code, this Agreement is a legally valid and binding obligation of the Parties, enforceable in accordance with its terms, and shall inure to the benefit of the Parties and their representatives. Nothing in this Agreement, express or implied, shall give to any entity, other than the Parties and their respective members, officers, directors, agents, financial advisors, attorneys, employees, partners, Affiliates, successors, assigns, heirs, executors, administrators and representatives, any benefit or any legal or equitable right, remedy or claim under this Agreement.

Assignment. No rights or obligations of any Party under this Agreement may be assigned or transferred to any other entity except as provided in Section 3(b) hereof.

(b) Further Assurances.

The Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, from time to time, to effectuate the agreements and understandings of the Parties, whether the same occurs before or after the date of this Agreement.

(c) Headings.

The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction or interpretation of any term or provision hereof.

(d) Governing Law.

THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CHOICE OF LAWS PRINCIPLES THEREOF. By its execution and delivery of this Agreement, each of the Parties hereto hereby irrevocably and unconditionally agrees for itself that any legal action, suit or proceeding with respect to any matter under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding, shall be brought exclusively in the Bankruptcy Court. By execution and delivery of this Agreement, each of the Parties hereto hereby irrevocably accepts and submits itself to the exclusive jurisdiction of each such court, generally and unconditionally, with respect to any such action, suit or proceeding.

(e) Specific Performance.

The Parties hereby acknowledge that the rights of the Parties under this Agreement are unique and that remedies at law for breach or threatened breach of any provision of this Agreement would be inadequate and, in recognition of this fact, agree that, in the event of a breach or threatened breach of the provisions of this Agreement, in addition to any remedies at law, the Parties shall, without posting any bond, be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available and the Parties hereby waive any objection to the imposition of such relief.

(f) Complete Agreement, Interpretation and Modification.

- i. **Complete Agreement.** This Agreement, the Equity Commitment Agreement and the other agreements, exhibits and other documents referenced herein and therein constitute the complete agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, between or among the Parties with respect thereto.
- ii. **Interpretation.** This Agreement is the product of negotiation by and among the Parties. Any Party enforcing or interpreting this Agreement shall interpret it in a neutral manner. There shall be no presumption concerning whether to interpret this Agreement for or against any Party by reason of that Party having drafted this Agreement, or any portion thereof, or caused it or any portion thereof to be drafted.
- iii. **Modification of this Agreement and the Term Sheet.** This Agreement (including the Term Sheet) may only be modified, altered, amended or supplemented, or otherwise deviated from by waiver (including, without limitation, any waiver of any of the Termination Events), consent or otherwise, by an agreement in

writing signed by Tronox and each other Party hereto; *provided, however,* that with respect to the Noteholders, the agreement of at least sixty-six and 2/3 percent (66 2/3%) of the aggregate amount of all Relevant Claims of the Noteholders shall be sufficient to bind all Noteholders; *provided, further, however,* that Tronox may make technical and non-material modifications to the First Amended Plan without the consent of the Parties.

(g) Conditions to Effectiveness.

This Agreement shall become effective upon the satisfaction of the following conditions precedent (unless waived by the Parties in their respective sole discretion):

- i. Each Party hereto shall have duly executed and delivered a counterpart to this Agreement to each other Party hereto;
- ii. The Bankruptcy Court shall have entered the PSA Approval Order;
- iii. The Bankruptcy Court shall have entered the Equity Commitment Agreement Approval Order; and
- iv. Counsel to the Noteholders shall confirm in writing that the Noteholders hold Claims that collectively represent at least fifty-nine percent (58%) in aggregate outstanding principal amount of the Unsecured Notes as of the date this Agreement is executed.

(h) Execution of this Agreement.

This Agreement may be executed and delivered (by facsimile or otherwise) in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

(i) Settlement Discussions.

This Agreement, the First Amended Plan and the Term Sheet are part of a proposed settlement of a dispute between the Parties. Nothing herein shall be deemed an admission of any kind. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, this Agreement and all negotiations relating thereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Agreement.

(j) Consideration.

Tronox and the other Parties hereby acknowledge that no consideration, other than that specifically described herein and in the First Amended Plan and the Term Sheet, shall be due or paid to any Party for its agreement to vote to accept the First Amended Plan in accordance with

the terms and conditions of this Agreement, other than Tronox's representations, warranties and agreement to use its commercially reasonable best efforts to obtain approval of the Amended Disclosure Statement and to seek to confirm and consummate the First Amended Plan.

(k) Notices.

All notices hereunder shall be deemed given if in writing and delivered, if sent by facsimile, courier or by registered or certified mail (return receipt requested) to the following addresses and facsimile numbers (or at such other addresses or facsimile numbers as shall be specified by like notice):

i. If to Tronox, to:

Tronox Incorporated
3301 NW 150th Street
Oklahoma City, Oklahoma 73134
Attention: General Counsel

with copies (which shall not constitute notice) to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attention: Jonathan S. Henes, Esq. and Patrick J. Nash, Jr., Esq.

ii. If to a Noteholder or a transferee thereof:

to the addresses or facsimile numbers set forth below following such Noteholder's signature (or as directed by any transferee thereof)

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

Milbank, Tweed, Hadley & McCloy LLP
One Chase Manhattan Plaza
New York, New York 10005
Attention: Thomas C. Janson, Esq.

iii. If to Michael E. Carroll, to:

Montgomery, McCracken, Walker & Rhoads, LLP
123 South Broad Street, 25th Floor
Philadelphia, Pennsylvania 19109
Attention: Natalie Ramsey, Esq.

- iv. If to the Creditors' Committee, to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10022
Attention: Brian Hermann, Esq. and Elizabeth McColm, Esq.

- v. If to Rio Algom, to:

Polsinelli Shughart PC
3636 N Central Ave., Suite 1200
Phoenix, AZ 85012
Attention: Anthony W. Merrill, Esq.

Any notice given by delivery, mail or courier shall be effective when received. Any notice given by facsimile or email shall be effective upon oral or machine confirmation of transmission.

(l) Time of the Essence.

The Parties agree that time is of the essence with respect to each and every term and provision of this Agreement.

(m) Acknowledgement of Substantial Contribution of the Noteholders.

The Parties hereby agree and acknowledge that, to date, the Noteholders have made a "substantial contribution" (within the meaning of Section 503(b)(3)(D) of the Bankruptcy Code) in the Company's bankruptcy cases by, among other things, (x) engaging in legal, business and other due diligence, negotiation and documentation of the Equity Commitment Agreement, the Term Sheet, this Agreement and all related documents, (y) providing the Company with the capability to successfully conclude the negotiations with the Governmental Entities and to advance the First Amended Plan, and (z) executing and delivering a definitive Equity Commitment Agreement, all of which enabled the Parties to pursue the First Amended Plan as a materially superior alternative to both the proposed auction of the assets of Tronox and the Proposed Plan and provided material and demonstrable value to the Company's bankruptcy cases, estates and creditors.

9. Representatives.

(a) Representation.

Each Representative acknowledges that it is the attorney or representative for the owner of such Claims set forth on its respective signature page (each a "Client").

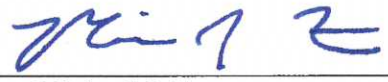
(b) Support of First Amended Plan.

As long as a Termination Event has not occurred, or has occurred but has been duly waived or cured in accordance with the terms hereof, each Representative agrees for itself that it shall use reasonable best efforts to recommend that its Client, or Clients, as the case may be (x) vote in favor of the plan; and (y) not object to or otherwise commence any proceeding or take any other action opposing any of the terms of this Agreement, the Amended Disclosure Statement or the First Amended Plan.

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IN WITNESS WHEREOF, the Parties have entered into this Agreement on the day and year first above written.

Tronox Incorporated

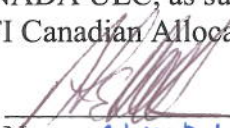
By: 

Name: Michael J. Foster


Title: Vice President, Secretary and
General Counsel

NOTEHOLDERS:


FIDELITY INVESTMENTS
CANADA ULC, as sub advisor of
IG FI Canadian Allocation Fund

By: 
Name: Adrien Deberghes
Title: Authorized Signatory

FIDELITY INVESTMENTS
CANADA ULC, as Trustee of
Fidelity American High Yield Fund

By: 
Name: Adrien Deberghes
Title: Authorized Signatory

FIDELITY INVESTMENTS
CANADA ULC, as Trustee of
Fidelity Canadian Asset Allocation
Fund

By: 
Name: Adrien Deberghes
Title: Authorized Signatory

FIDELITY INVESTMENTS
CANADA ULC, as Trustee of
Fidelity Canadian Balanced Fund

By:


Name: Adrien Deberghes

Title: Authorized Signatory

FIDELITY MANAGEMENT &
RESEARCH COMPANY, on behalf
of Fidelity Funds - US High Income

By: Fidelity Management &
Research Company

By:

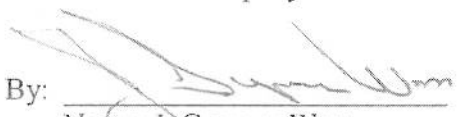

Name: J. Gregory Wass

Title: Assistant Treasurer

FIDELITY MANAGEMENT &
RESEARCH COMPANY, on behalf
of Master Trust Bank of Japan Ltd.
Re: Fidelity US High Yield

By: Fidelity Management &
Research Company

By:


Name: J. Gregory Wass

Title: Assistant Treasurer

PENSION INVESTMENT
COMMITTEE OF GENERAL
MOTORS FOR GENERAL
MOTORS EMPLOYEES
DOMESTIC GROUP PENSION
TRUST

By: Pyramis Global Advisors Trust
Company, as investment manager

By: Lynn M. Farrand
Name: Lynn M. Farrand
Title: Director

COMMONWEALTH OF
MASSACHUSETTS PENSION
RESERVES INVESTMENT
MANAGEMENT BOARD

By: Pyramis Global Advisors Trust
Company, as investment manager


By: Lynn M. Farrand
Name: Lynn M. Farrand
Title: Director

ILLINOIS MUNICIPAL
RETIREMENT FUND


By: Pyramis Global Advisors Trust
Company, as investment manager

By: Lynn M. Farrand
Name: Lynn M. Farrand
Title: Director


FIDELITY SUMMER STREET
TRUST: FIDELITY CAPITAL &
INCOME FUND

By: 
Name: Adrien Deberghes
Title: Deputy Treasurer


FIDELITY ADVISOR SERIES I:
FIDELITY ADVISOR HIGH
INCOME ADVANTAGE FUND

By: 
Name: Adrien Deberghes
Title: Deputy Treasurer


FIDELITY PURITAN TRUST:
FIDELITY PURITAN FUND

By: 
Name: Adrien Deberghes
Title: Deputy Treasurer


FIDELITY ADVISOR SERIES II:
FIDELITY ADVISOR STRATEGIC
INCOME FUND

By: 
Name: Adrian Deberghes
Title: **Assistant Treasurer**

FIDELITY SCHOOL STREET
TRUST: FIDELITY STRATEGIC
INCOME FUND

By: 
Name: Adrian Deberghes
Title: **Assistant Treasurer**

VARIABLE INSURANCE
PRODUCTS FUND V:
STRATEGIC INCOME
PORTFOLIO

By: 
Name: Adrian Deberghes
Title: **Assistant Treasurer**

Address for Notice for Each of the Above Noteholders:

c/o Fidelity Management & Research Company
82 Devonshire Street, V13H
Boston, MA 02109

NOTEHOLDERS:

BREVAN HOWARD MASTER
FUND LIMITED

By: DW Investment Management,
LP as agent, By its General
Partner, DW Investment
Partners, LLC

By: David R Warren
Name: David Warren
Title: Manager

BREVAN HOWARD CREDIT
CATALYSTS MASTER FUND
LIMITED

By: DW Investment Management,
LP as agent, By its General
Partner, DW Investment
Partners, LLC

By: David R Warren
Name: David Warren
Title: Manager

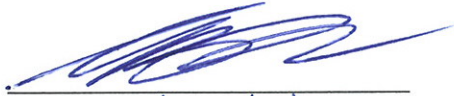
Address for Notice for Each of the Above Noteholders:

DW Investment Management, LP
590 Madison Avenue
9th Floor
New York, NY 10022

NOTEHOLDERS:

SENATOR GLOBAL
OPPORTUNITY MASTER FUND
LP

By: Senator Investment Group LP

By: 

Name: Edward Lerman
Title: CFO

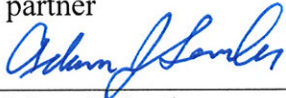
Address for Notice for the Above Noteholder:

Senator Investment Group LP
1330 Avenue of Americas
26th Floor
New York, NY 10019

NOTEHOLDERS:

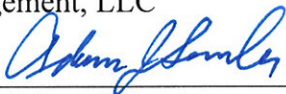
YORK CREDIT OPPORTUNITIES
FUND, L.P.

By: York Credit Opportunities
Domestic Holdings, LLC, its
general partner

By: 
Name: Adam J. Semler
Title: Chief Operating Officer


YORK ENHANCED STRATEGIES
FUND, LLC

By: York Enhanced Strategies
Management, LLC

By: 
Name: Adam J. Semler
Title: Chief Financial Officer

YORK CREDIT OPPORTUNITIES
MASTER FUND, L.P.

By: York Credit Opportunities
Domestic Holdings, LLC, its
general partner

By: 
Name: Adam J. Semler
Title: Chief Operating Officer

Address for Notice for Each of the Above Noteholders:

York Capital Management
767 Fifth Avenue
17th Floor
New York, NY 10153

NOTEHOLDERS:

OZ MASTER FUND, LTD.

By: OZ Management LP, its
Investment Manager

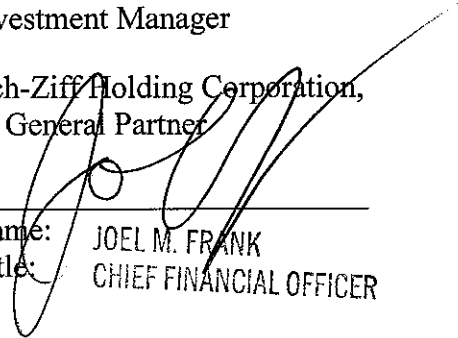
By: Och-Ziff Holding Corporation,
its General Partner

By: 
Name: _____
Title: JOEL M. FRANK
CHIEF FINANCIAL OFFICER

GORDEL HOLDINGS LIMITED

By: OZ Management LP, its
Investment Manager

By: Och-Ziff Holding Corporation,
its General Partner

By: 
Name: _____
Title: JOEL M. FRANK
CHIEF FINANCIAL OFFICER

GOLDMAN SACHS & CO.
PROFIT SHARING MASTER
TRUST

By: OZ Management II LP, its
Investment Manager

By: Och-Ziff Holding II LLC, its
General Partner

By: OZ Management LP, its
Member

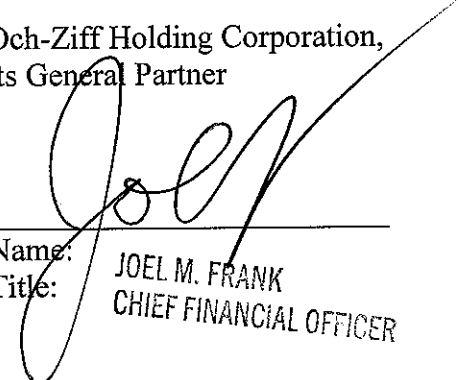
By: Och-Ziff Holding Corporation,
its General Partner

By: 
Name: JOEL M. FRANK
Title: CHIEF FINANCIAL OFFICER

OZ SELECT MASTER FUND,
LTD.

By: OZ Management LP, its
Investment Manager

By: Och-Ziff Holding Corporation,
its General Partner

By: 
Name: JOEL M. FRANK
Title: CHIEF FINANCIAL OFFICER

Address for Notice for Each of the Above Noteholders:

Och-Ziff Capital Management Group
9 West 57th Street
New York, NY 10019

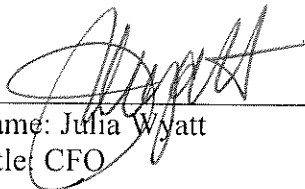
NOTEHOLDERS:

Mariner - Tricadia Credit Strategies
Master Fund, Ltd.

Structured Credit Opportunities Fund
II, LP

Tricadia and Distressed Special
Situations Master Fund, Ltd

BY: TRICADIA CAPITAL
MANAGEMENT, LLC, as
investment manager

By: 
Name: Julia Wyatt
Title: CFO

Address for Notice for the Above Noteholder:

Tricadia Capital Management, LLC
780 3rd Avenue Floor 29
New York, NY 10017-2024

Michael E. Carroll

By: Michael E. Carroll

Title: _____

THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS OF
TRONOX INCORPORATED, ET
AL.

By: AEGON USA Investment
Management, LLC, solely in its
capacity as Chair of the Creditors'
Committee and not in its individual
capacity,

By: 

Title: Senior Distressed Analyst