

GOLDMAN SACHS LENDING PARTNERS LLC
200 West Street
New York, NY 10282

PERSONAL AND CONFIDENTIAL

June 11, 2010

TRONOX INCORPORATED

3301 N.W. 150th Street
Oklahoma City, OK 73134
Attention: General Counsel

Fee Letter

Ladies and Gentlemen:

You have informed Goldman Sachs Lending Partners LLC (“**GS Lending Partners**”), in its capacity as the Administrative Agent under the credit agreement described below, that Tronox Worldwide LLC, a Delaware limited liability company (the “**Borrower**”), a wholly owned subsidiary of Tronox Incorporated, a Delaware corporation (“**Holdings**”, and together with the Borrower, “**you**”), desires to amend or otherwise modify certain provisions of, that certain **SENIOR SECURED SUPER-PRIORITY DEBTOR-IN-POSSESSION AND EXIT CREDIT AND GUARANTY AGREEMENT**, dated as of December 24, 2009, by and among the Borrower, Holdings, the subsidiaries of the Borrower named therein, the Lenders, GS Lending Partners, as the Administrative Agent and the Collateral Agent and the other agents named therein (as amended, supplemented or otherwise modified through the date hereof, the “**Existing Credit Agreement**”) (such amendment or other modification, the “**Amendment**”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Existing Credit Agreement.

The Borrower acknowledges that this letter (the “**Fee Letter**”) is neither an expressed nor an implied commitment by the Administrative Agent to provide any financing or to provide or purchase loans nor is it a guarantee with respect to the outcome of the Amendment.

As consideration for the Administrative Agent providing additional services in connection with the Existing Credit Agreement, the proposed Amendment and related transactions, subject to the approval of the Bankruptcy Court, you agree to pay to the Administrative Agent an amendment fee of \$250,000 (the “**Amendment Fee**”).

The Fees shall be earned upon your acceptance of this Fee Letter, subject to the approval of the Bankruptcy Court. The Amendment Fee shall be payable on the later of (x) the date the Requisite Lenders have executed the Amendment, as notified to the Borrower by the Administrative Agent and (y) the date of entry by the Bankruptcy Court of an order approving your execution and delivery of and performance under the Amendment and this Fee Letter.

You agree that, once paid, the Amendment Fee will not be refundable under any circumstances.

Whether or not the Amendment is consummated, the Borrower agrees that its obligations under Section 10.2 and Section 10.3 of the Existing Credit Agreement continue to apply on the terms set forth therein,

including, without limitation, with respect to the matters referred to in this Fee Letter. This Fee Letter constitutes a Credit Document and the Amendment Fee constitutes a fee payable pursuant to Section 2.8(g) of the Existing Credit Agreement.

This Fee Letter may not be assigned by you without the prior written consent of the Administrative Agent (and any purported assignment without such consent will be null and void), is intended to be solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto. This Fee Letter may not be amended or any term or provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto, and any term or provision hereof or thereof may be amended or waived only by a written agreement executed and delivered by all parties hereto.

Please note that this Fee Letter and any written communications provided by, or oral discussions with, GS Lending Partners in connection with this arrangement are exclusively for the information of Holdings, the Borrower and its subsidiaries and may not be disclosed to any third party or circulated or referred to publicly without the prior written consent of GS Lending Partners except, after providing written notice to GS Lending Partners, pursuant to a subpoena or order issued by a court of competent jurisdiction or by a judicial, administrative or legislative body or committee; *provided* that GS Lending Partners hereby consents to your disclosure of (i) this Fee Letter and such communications and discussions to the Borrower's officers, directors, agents and other advisors who are directly involved in the consideration of the Amendment who have been informed by you of the confidential nature of such advice and this Fee Letter and who have agreed to treat such information confidentially, (ii) subject to the next sentence, this Fee Letter and such communications and discussions, after execution and delivery of this Fee Letter by the Borrower and GS Lending Partners, after execution and delivery of this Fee Letter by the Borrower and GS Lending Partners to the office of the U.S. Trustee, to any ad-hoc or statutorily appointed committee of unsecured creditors, and to their respective representatives and professional advisors on a confidential and "need to know" basis, (iii) a copy of this Fee Letter redacted to exclude the amount of the Amendment Fee, to the extent required in motions, in form and substance satisfactory to GS Lending Partners in its sole discretion, to be filed with the Bankruptcy Court solely in connection with obtaining an order of the Bankruptcy Court approving, among other things, the Borrower's execution, delivery and performance of this Fee Letter, and (iv) this Fee Letter as required by applicable law or compulsory legal process (in which case you agree to inform GS Lending Partners promptly thereof).

The Borrower further agrees to take such reasonable actions as shall be required to prevent pricing, fees or similar terms of this Fee Letter (collectively, the "**Specified Information**") and the Amendment Fee from becoming publicly available, including without limitation by the filing of a motion or an ex parte request pursuant to Sections 105(a) and 107(b)(1) of the Bankruptcy Code and Bankruptcy Rule 9018, as applicable, in each case seeking an order of the applicable Bankruptcy Court authorizing the Borrower to file the Specified Information and this Fee Letter under seal.

As you know, Goldman, Sachs & Co. and its affiliates, including the Administrative Agent (together, "**GS**") are each a full service securities firm engaged, either directly or through affiliates in various activities, including securities trading, investment banking and financial advisory, investment management, principal investment, hedging, financing and brokerage activities and financial planning and benefits counseling for both companies and individuals. In the ordinary course of these activities, GS may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and/or financial instruments (including bank loans) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and/or instruments. Such investments and other activities may involve securities and instruments of the Borrower, as well as of other entities and persons and their affiliates which may (i) be involved in the

transactions arising from or relating to the Amendment, (ii) be customers or competitors of the Borrower, or (iii) have other relationships with the Borrower. In addition, GS may provide investment banking, underwriting and financial advisory services to such other entities and persons. GS may also co-invest with, make direct investments in, and invest or co-invest client monies in or with funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities of the Borrower or such other entities. The transactions contemplated by this Fee Letter may have a direct or indirect impact on the investments, securities or instruments referred to in this paragraph. Although GS in the course of such other activities and relationships may acquire information about the transactions contemplated by this Fee Letter or other entities and persons which may be the subject of the transaction contemplated by this Fee Letter, GS shall have no obligation to disclose such information, or the fact that GS is in possession of such information, to the Borrower or to use such information on the Borrower's behalf.

GS may have economic interests that conflict with those of the Borrower. You agree that GS will act under this Fee Letter as an independent contractor and that nothing in this Fee Letter or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between GS and the Borrower, its stockholders or its affiliates. You acknowledge and agree that the transactions contemplated by this Fee Letter (including the exercise of rights and remedies hereunder) are arm's-length commercial transactions between GS, on the one hand, and the Borrower, on the other, and in connection therewith and with the process leading thereto, (x) GS has not assumed an advisory or fiduciary responsibility in favor of the Borrower, its stockholders or its affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether GS has advised, is currently advising or will advise the Borrower, its stockholders or its affiliates on other matters) or any other obligation to the Borrower except the obligations expressly set forth in this Fee Letter and (y) GS is acting solely as a principal and not as the agent or fiduciary of the Borrower, its management, stockholders, creditors or any other person, except to the extent of any obligations GS may have in its capacity as an Agent under any Credit Document to the extent any such relationship is created thereunder. The Borrower acknowledges and agrees that the Borrower has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. The Borrower agrees that it will not claim that GS has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Borrower, in connection with such transaction or the process leading thereto.

In addition, the Administrative Agent may employ the services of its affiliates in providing certain services hereunder and may exchange with such affiliates information concerning the Borrower and other companies that may be the subject of this arrangement, and such affiliates shall be entitled to the benefits afforded to the Administrative Agent hereunder.

In addition, please note that GS does not provide accounting, tax or legal advice.

Consistent with GS's policies to hold in confidence the affairs of its customers, GS will not furnish confidential information obtained from you by virtue of the transactions contemplated by this Fee Letter to any of its other customers. Furthermore, you acknowledge that neither GS nor any of its affiliates has an obligation to use in connection with the transactions contemplated by this Fee Letter, or to furnish to you, confidential information obtained or that may be obtained by them from any other person.

Nothing in this Fee Letter is intended to confer upon any other person (including stockholders, employees or creditors of the Borrower) any rights or remedies hereunder or by reason thereof.

The parties hereto agree that any suit or proceeding arising in respect to this Fee Letter may be brought in any federal or state court located in the State, County and City of New York, and the parties hereto accept the nonexclusive jurisdiction of, and venue in, such courts. Any right to trial by jury with respect to any action or proceeding arising in connection with or as a result of any matter referred to in this Fee Letter is hereby waived by the parties hereto. This Fee Letter shall be governed by and construed in accordance with the laws of the State of New York (including New York General Obligations Law Section 5-1401).

This Fee Letter may be executed in any number of counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Fee Letter by facsimile transmission or electronic transmission (in pdf format) will be effective as delivery of a manually executed counterpart hereof. This Fee Letter is the only agreement that has been entered into among the parties hereto with respect to the fees described herein and sets forth the entire understanding of the parties with respect thereto and supersedes any prior written or oral agreements among the parties hereto with respect to the fees described herein.

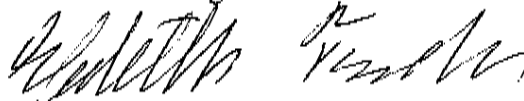
Please confirm that the foregoing is in accordance with your understanding by signing and returning to the Administrative Agent the enclosed copy of this Fee Letter.

We look forward to working with you on this transaction.

[Remainder of page intentionally left blank]

Very truly yours,

GOLDMAN SACHS LENDING PARTNERS LLC,
as the Administrative Agent

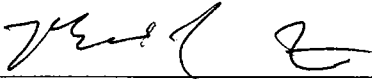
By: 

Authorized Signatory

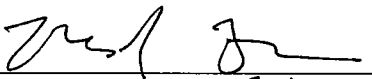
Elizabeth Fischer
Authorized Signatory

ACCEPTED AS OF THE DATE ABOVE:

TRONOX INCORPORATED

By: 
Name: Michael J. Foster
Title: Vice President

TRONOX WORLDWIDE LLC

By: 
Name: Michael J. Foster
Title: Vice President

[Signature Page to Amendment Fee Letter]