SETTLEMENT AGREEMENT RELATING TO COMMITTEE LITIGATION
(*OFFICIAL COMMITTEE OF UNSECURED CREDITORS v. CREDIT SUISSE, et al.*, ADV. P. NO. 09-01388 (ALG) (BANKR. S.D.N.Y.))

This Settlement Agreement (the "Settlement Agreement") is entered into as of February ___, 2010 (the "Agreement Date") between and among Tronox Incorporated, a Delaware corporation, and its Affiliates (collectively "Tronox"), the Official Committee of Unsecured Creditors of Tronox Incorporated and its affiliated debtors (the "Committee") and Credit Suisse AG (formerly known as Credit Suisse), as administrative agent (in such capacity, the "Agent"; together with Tronox and the Committee, the "Parties") of that certain credit agreement dated November 28, 2005 (as amended, supplemented or otherwise modified through the date hereof, the "Credit Agreement"), acting at the direction of the Required Lenders (as that term is defined in the Credit Agreement), concerning the term loan facility in the principal amount of not less than $102,743,895 (the "Term Loan Facility") memorialized by the Credit Agreement.

WHEREAS, on January 12, 2009 (the "Petition Date"), Tronox and certain of its affiliates (collectively, the "Debtors") filed for voluntary relief under Chapter 11 of Title 11 of the United States Code (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"); and

WHEREAS, the Debtors' Chapter 11 cases are being jointly administered as In re Tronox Incorporated, et al., Chapter 11 Case No. 09-10156 (ALG) (the "Bankruptcy Case"); and

WHEREAS, the Debtors are obligated under the Term Loan Facility; and

WHEREAS, as a result of events of default that had occurred and were continuing prior to the Petition Date, including the commencement of the Bankruptcy Case, amounts owed under the Credit Agreement, including the Term Loan Facility, became immediately due and payable; and

WHEREAS, the Agent, acting on behalf of and at the direction of the Required Lenders (as defined in the Credit Agreement), has sought to enforce in accordance with the Credit Agreement, the related documents and applicable law its right to collect all amounts due and owing under the Credit Agreement, including by filing certain proofs of claim for claims arising under the Credit Agreement, including the claims arising under the Term Loan Facility, against the Debtors; and

WHEREAS, on February 9, 2009, the Bankruptcy Court entered a Corrected Final Order (i) Authorizing Debtors (a) to Obtain Postpetition Financing Under 11 U.S.C. §§ 105, 361, 362, 363(b), 364(c)(1), 364(c)(3), 364(d)(1) and 364(e), (b) to Utilize Cash Collateral under 11 U.S.C. § 363 and (c) to Use Postpetition Financing to Purchase Receivables Portfolio and (ii) Granting Adequate Protection to Prepetition Secured Parties Under 11 U.S.C. §§ 361, 362, 363 and 364 (the "DIP Order"), pursuant to which the Debtors made certain stipulations and admissions and waived and relinquished, *inter alia*, all Claims and Defenses (as those terms are defined in the DIP Order) of the estates against the Agent, the lenders and certain other related

parties, subject to the right of other parties in interest to challenge such stipulations, admissions and releases by a date certain set forth therein by timely filing an adversary proceeding; and

WHEREAS, on July 24, 2009, the Committee commenced an adversary proceeding styled *Official Committee of Unsecured Creditors of Tronox Incorporated and its affiliated debtors, on behalf of the estates of Tronox Incorporated, Tronox Worldwide LLC f/k/a Kerr-McGee Chemical Worldwide LLC, Tronox LLC f/k/a Kerr-McGee Chemical LLC, Cimarron Corporation, Southwestern Refining Company, Inc., Transworld Drilling Company, Triangle Refineries, Inc., Triple S Minerals Resources Corporation, Triple S Refining Corporation, Triple S, Inc., Tronox Finance Corp., Tronox Holdings, Inc. and Tronox Pigments (Savannah) Inc. v. Credit Suisse, et al.*, Adv. P. 09-10156 (ALG) (Bankr. S.D.N.Y.) (the "Committee Litigation") by filing a complaint (the "Complaint") against various defendants including lenders from time to time party to the Credit Agreement (the "Pre-Petition Lenders"); and

WHEREAS, on September 25, 2009, the Agent and certain Pre-Petition Lenders filed Defendants' Motion to Dismiss Adversary Complaint (the "Motion to Dismiss"); and

WHEREAS, on September 30, 2009, the Committee Litigation was consolidated with that certain adversary proceeding styled *Tronox Incorporated, Tronox Worldwide LLC f/k/a Kerr-McGee Chemical Worldwide LLC, and Tronox LLC f/k/a Kerr-McGee Chemical LLC v. Anadarko Petroleum Corporation and Kerr-McGee Corporation*, Adv. P. 09-01198 (ALG) (Bankr. S.D.N.Y.); and

WHEREAS, on October 30, 2009, the Committee filed a Memorandum of Law in Opposition to Defendants' Motion to Dismiss Adversary Complaint; and

WHEREAS, on November 6, 2009, the Committee filed its First Amended Adversary Complaint (the "Amended Complaint"); and

WHEREAS, the parties to the Committee Litigation agreed to treat the Motion to Dismiss as applying to the Amended Complaint; and

WHEREAS, on November 20, 2009, the Agent and certain Pre-Petition Lenders filed a Memorandum of Law in Further Support of Defendants' Motion to Dismiss Adversary Complaint; and

WHEREAS, on December 18, 2009, the Debtors, the Committee, the Agent and the Pre-Petition Lenders agreed to a settlement with respect to the Committee Litigation subject to definitive documentation of such terms; and

WHEREAS, on December 22, 2009, the Senior Secured Super-Priority Debtor-in-Possession and Exit Credit and Guaranty Agreement, dated as of December 20, 2009, among Tronox Incorporated, Tronox Worldwide LLC, Certain Subsidiaries of Tronox Worldwide LLC, as Guarantors, Various Lenders, Goldman Sachs Lending Partners LLC, as Sole Lead Arranger and Sole Bookrunner, Goldman Sachs Lending Partners LLC, as Syndication Agent, and Goldman Sachs Lending Partners LLC, as Administrative Agent and Collateral Agent (the "Replacement DIP Facility") was submitted for approval by the Bankruptcy Court; and

WHEREAS, on December 23, 2009, the Bankruptcy Court entered the Interim Order (i) Authorizing Debtors (a) to Obtain Postpetition Secured Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e), (b) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (c) to Use Postpetition Financing to Repay Prepetition Secured Financing and Existing Debtor-In-Possession Financing, and (II) Scheduling Final Hearing Under Bankruptcy Rule 4001(b) and (c) (the "Interim DIP Replacement Order"); and

WHEREAS, on December 24, 2009, the Debtors applied cash on hand and the proceeds from the Replacement DIP Facility to repay in cash the principal, accrued and unpaid interest (at the default rate) and other amounts owing under the Credit Agreement, except that $5,000,000 in the aggregate (comprised of a waiver of default interest under the Term Loan Facility accrued and unpaid commencing as of January 9, 2009, through and including December 24, 2009, in the amount of $2,044,745.80 and a reduction of principal amount of the Term Loan Facility in the amount of $2,955,254.20) were placed in escrow (the "Escrow Amount") pending the approval of this Settlement Agreement; and

WHEREAS, certain Claims for repayment of attorney's fees incurred by the Agent and the Pre-Petition Lenders remain outstanding; and

WHEREAS, on January 15, 2010, the Bankruptcy Court entered a Final Order Authorizing Debtors (A) to Obtain Postpetition Secured Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e), (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (C) to Use Postpetition Financing to Repay Prepetition Secured Financing and Existing Debtor-in-Possession Financing (the "Final DIP Replacement Order"); and

WHEREAS, the Debtors will file a motion pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure for an order, *inter alia*, seeking approval of this Settlement Agreement (the "9019 Motion"):

NOW, THEREFORE, for and in sufficient consideration of the promises and the mutual covenants contained herein, and subject to Bankruptcy Court approval, the Parties hereby agree as follows:

1. Definitions. As used in this Settlement Agreement, the following terms have the respective meanings indicated below:

   1.1. "Affiliate" means, as to any specified Person, any other Person that, directly or indirectly through one or more intermediaries or otherwise, controls, is controlled by or is under common control with the specified Person. As used in this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person (whether through ownership of equity of that Person, by contract or otherwise).

   1.2. "Approval Order" means an order entered by the Bankruptcy Court in the Bankruptcy Case, in substantially the form attached to the 9019 Motion,

approving all of the terms of this Settlement Agreement and containing, in substance, the following findings and/or orders:

(a) The manner in which notice of the 9019 Motion was provided to all parties entitled to such notice is adequate, appropriate, reasonable and sufficient for all purposes and is approved;

(b) The Approval Order and the Settlement Agreement incorporated therein are and shall be binding on the Debtors, the Committee, the Agent, the Pre-Petition Lenders, and each of their predecessors or successors;

(c) The execution and delivery of this Settlement Agreement by the Parties and the settlement and compromises set forth in this Settlement Agreement are approved;

(d) The mutual releases contained in this Settlement Agreement shall be effective as of the Effective Date, and each Party shall be deemed to have released and to be permanently enjoined from asserting, pursuing or prosecuting in any manner and in any forum any and all Claims released pursuant to this Settlement Agreement, including, but not limited to, Claims arising from the negotiation of or entry into this Settlement Agreement; and

(e) The Amended Complaint shall be dismissed with prejudice by stipulation of the Parties.

1.3. "Claim" has the meaning given in Section 101(5) of the Bankruptcy Code.

1.4. "Debtor Released Claims" has the meaning set forth in Section 3.2 to this Settlement Agreement.

1.5. "Effective Date" means the date on which the Approval Order becomes a Final Order.

1.6. "Final Order" means, with respect to an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to subject matter, that such order has not been reversed, stayed, modified or amended, and that the time to appeal or seek certiorari with respect to such order has expired and no appeal or petition for certiorari has been timely taken, or that in the event that any appeal has been taken or any petition for certiorari has been or may be filed with respect to such order, there has not been a stay of such order, or such appeal or petition for certiorari has been withdrawn or dismissed or has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought.

1.7. "Lien" means any lien securing a Claim under the Term Loan Facility.

1.8. "Mutually Released Claims" has the meaning set forth in Section 3.4 to this Settlement Agreement.

1.9. "Obligor Debtor" means Tronox Incorporated, Tronox Finance Corp., Tronox Worldwide LLC, Cimarron Corporation, Kerr-McGee Holdings, Inc., Kerr-McGee Minerals Resources Corporation, Kerr-McGee Pigments (Savannah) Inc., Kerr-McGee Refining Corporation, Southwestern Refining Company, Inc., Transworld Drilling Company, Triangle Refineries, Inc., Triple S, Inc. and Tronox LLC.

1.10. "Person" means any natural person, entity, estate, trust, union or employee organization or governmental authority.

1.11. "Pre-Petition Lender Released Claims" has the meaning set forth in Section 3.3 to this Settlement Agreement.

1.12. "Pre-Petition Lender Releasees" means the Agent, each of the Pre-Petition Lenders and each of the Agent's and the Pre-Petition Lenders' respective present and former members, investors, shareholders, officers, directors, managing directors, agents, financial advisors, attorneys, employees, parent entities, subsidiaries, partners, Affiliates, successors, transferees, assigns and representatives.

1.13. "Revolving Credit Facility" means that revolving credit facility provided under the Credit Agreement.

1.14. All other capitalized terms have the meanings set forth in the preamble and recitals to this Settlement Agreement.

2. Settlement of Committee Litigation.

2.1. This Settlement Agreement shall be null and void unless and until the Effective Date occurs.

2.2. In return for the consideration provided herein, the (a) the stipulations and admissions contained in the DIP Order will be binding on all parties-in-interest, including the Committee; provided, however, that no restriction in the DIP Order or the Final DIP Replacement Order shall restrict the payment of professional fees incurred by the Committee in connection with the Committee Litigation; (b) the Parties shall execute, and the Committee shall file within three (3) days of the Effective Date, a stipulation dismissing with prejudice the Committee Litigation; and (c) the Debtors and the Committee will grant the releases set forth herein.

2.3. On the Effective Date, the Agent, acting at the direction of the Required Lenders and on behalf of the Pre-Petition Lenders, shall release any and all rights, Claims and interests in and to the Escrow Amount.

2.4. From time to time, promptly upon submission of invoices evidencing services rendered in connection with the Bankruptcy Case, the Committee Litigation and/or this Settlement Agreement, Tronox shall pay in full the Agent's and the Pre-Petition Lenders' attorney's fees as required by the Credit Agreement.

3. Releases.

3.1. All stipulations, admissions and releases in the DIP Order shall be binding on the Debtors, their Affiliates, estates and creditors in perpetuity and shall survive the approval of the Replacement DIP Financing Facility, confirmation of a Chapter 11 plan in any of the Debtors' Chapter 11 cases, the occurrence of the effective date of any such plan and the conclusion of the Bankruptcy Case on any terms. Further, the Debtors, the Committee and the Agent acknowledge and agree that (i) the stipulations and admissions contained in the DIP Order will be binding on all parties-in-interest, including the Committee; provided, however, that no restriction in the DIP Order or the Final DIP Replacement Order shall restrict the payment of professional fees incurred by the Committee in connection with the Committee Litigation, (ii) the Prepetition Debt (as defined in the DIP Order) shall constitute allowed Claims, not subject to counterclaim, setoff, subordination, recharacterization, recovery, defense or avoidance for all purposes in the Bankruptcy Case or any subsequent Chapter 7 case, (iii) the Prepetition Liens on the Prepetition Collateral (as both terms are defined in the DIP Order) shall be deemed to have been legal, valid, binding, perfected and of the priority described in paragraph 4(b) of the DIP Order, not subject to recharacterization, subordination, avoidance or reduction, (iv) the release of the Claims and Defenses (as both terms are defined in the DIP Order) by the Debtors shall be binding on all parties in interest in the Bankruptcy Case and any subsequent Chapter 7 case and (v) the Prepetition Debt, the Prepetition Liens, the Agent, the Pre-Petition Lenders and all Released Parties (as defined in the DIP Order) shall not be subject to any other or further challenge by any party in interest seeking to exercise the rights of the Debtors' estates, including any successor thereto (including any estate representative or a Chapter 7 or Chapter 11 trustee appointed or elected for any of the Debtors).

3.2. On the Effective Date, for the good and valuable consideration provided herein, each of the Debtors, the Committee and each of their respective members, officers, directors, managing directors, agents, parent entities, subsidiaries, Affiliates and representatives fully and forever releases and shall be deemed to have fully and forever released the Pre-Petition Lender Releasees from any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, liabilities, matters, liens, mortgages, security interests, pledges, encumbrances, privileges, priorities or issues, from the beginning of the world to the Effective Date, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, in law, equity or otherwise that arise from or are in any way based on, connected with, alleged in or related to the Committee Litigation or arise from or are in any way related to the transactions, occurrences or operative facts

alleged in the Complaint or the Amended Complaint in the Committee Litigation (including Claims that were asserted or could have been asserted in the Complaint, the Amended Complaint or a further amended complaint) or arise from or are in any way related to transactions, events, actions or omissions in connection with the Credit Agreement, or any related loan documents or any of their respective terms (collectively, the "Debtor Released Claims"), and all such Debtor Released Claims shall thereupon be fully and forever discharged, waived and abandoned; provided that such releases shall not release the Pre-Petition Lenders or the Agent from their obligations under this Settlement Agreement.

3.3. On the Effective Date, for the good and valuable consideration provided herein, each of the Pre-Petition Lender Releasees fully and forever releases and shall be deemed to have fully and forever released the Debtors, the Committee and each of their respective present and former members, officers, directors, managing directors, agents, financial advisors, attorneys, employees, parent entities, subsidiaries, partners, Affiliates, successors, transferees, assigns and representatives from any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, liabilities, matters, liens, mortgages, security interests, pledges, encumbrances, privileges, priorities or issues, from the beginning of the world to the Effective Date, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, in law, equity or otherwise that arise from or are in any way based on, connected with, alleged in or related to the Committee Litigation or arise from or are in any way related to the transactions, occurrences or operative facts alleged in the Complaint or the Amended Complaint in the Committee Litigation (including Claims that were asserted or could have been asserted in the Complaint, the Amended Complaint or a further amended complaint) or arise from or are in any way related to transactions, events, actions or omissions in connection with the Credit Agreement, or any related loan documents or any of their respective terms (collectively, the "Pre-Petition Lender Released Claims") and all such Pre-Petition Lender Released Claims shall thereupon be fully and forever discharged, waived and abandoned; provided that such releases shall not release the Debtors or their successors and assigns from their obligations under this Settlement Agreement or the Final DIP Replacement Order (and the indemnification obligations preserved therein), or waive any Claims of such Pre-Petition Lenders against the Obligor Debtors and their Affiliates under the DIP Order, any outstanding Letter of Credit (including any cash collateral agreement entered into in connection with such Letter of Credit), any outstanding Hedge Agreement (including Specified Hedge Agreements, as those terms are defined in the Credit Agreement), the Revolving Credit Facility of the Credit Agreement or any debt not memorialized in the Credit Agreement. For the avoidance of doubt, notwithstanding the reservation of rights contained in paragraph 19 of the DIP Order, the Pre-Petition Lender Releasees will not object to the payment of professional fees incurred by the Committee in connection with the Committee Litigation.

3.4. On the Effective Date, for the good and valuable consideration provided herein, each of the Pre-Petition Lender Releasees fully and forever releases and shall be deemed to have fully and forever released each other Pre-Petition Lender Releasee from any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, liabilities, matters, liens, mortgages, security interests, pledges, encumbrances, privileges, priorities or issues, from the beginning of the world to the Effective Date, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, in law, equity or otherwise that arise from or are in any way based on, connected with, alleged in or related to the Committee Litigation or arise from or are in any way related to the transactions, occurrences or operative facts alleged in the Complaint or the Amended Complaint in the Committee Litigation (including Claims that were asserted or could have been asserted in the Complaint, the Amended Complaint or a further amended complaint) or arise from or are in any way related to transactions, events, actions or omissions in connection with the Credit Agreement, or any related loan documents or any of their respective terms (collectively, the "Mutually Released Claims"), and all such Mutually Released Claims shall thereupon be fully and forever discharged, waived and abandoned; provided that such releases shall not release the Pre-Petition Lender Releasees from their obligations under this Settlement Agreement. For the avoidance of doubt, such Mutually Released Claims shall include any and all Claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, liabilities, matters, liens, mortgages, security interests, pledges, encumbrances, privileges, priorities or issues, from the beginning of the world to the Effective Date, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, in law, equity or otherwise that arise from or are in any way based on, connected with or related to the Agent's agreement to the terms of settlement, entry into this Settlement Agreement and actions to effectuate the terms of this Settlement Agreement. Neither the Agent nor any of its officers, directors, partners, employees, agents, attorneys and other advisors, attorneys-in-fact or affiliates shall be liable for acting at the direction of the Required Lenders to enter into this Agreement, and such action shall be binding upon all of the Pre-Petition Lenders.

3.5. For the avoidance of doubt, no release herein shall be deemed to be for the benefit of Kerr-McGee Corporation, Anadarko Petroleum Corporation or any Affiliate of either (the "Anadarko Entities") or shall release or waive any Party's Claims against the Anadarko Entities.

3.6. For the avoidance of doubt, no release herein shall be deemed to be made by or on behalf of Lehman Brothers Holdings Inc., Lehman Brothers Inc., Lehman Commercial Paper Inc. or any Affiliate or subsidiary thereof (the "Lehman Entities"), and provided further that nothing herein shall be deemed to release any Claim of Tronox against the Lehman Entities other than those claims expressly asserted in the Committee Litigation.

4. Representations.

4.1. Each Party represents to the other Parties that: (i) it is authorized to execute and deliver this Settlement Agreement, (ii) all Claims waived or released pursuant to this Settlement Agreement by that Party have not been assigned or otherwise transferred and (iii) the releases contained herein are binding on that Party, its successors, assigns, and any other persons or entities claiming by, through or under that Party.

5. Miscellaneous.

5.1. This Settlement Agreement shall be construed in accordance with, and governed by, the laws of the State of New York, excluding and without regard to the conflict of laws rules thereof.

5.2. The Bankruptcy Court shall retain jurisdiction to resolve any dispute arising out of or relating to this Settlement Agreement.

5.3. This Settlement Agreement constitutes the entire agreement among the Parties on the subjects addressed herein. No supplement, modification, amendment, waiver or termination of this Settlement Agreement shall be binding unless executed in writing by the Parties to be bound thereby, or by their authorized counsel. This Settlement Agreement is executed without reliance upon any representations by any person or entity concerning the nature, cause or extent of injuries, or legal liability therefore, or any other representations of any type or nature except as set forth herein. No contrary or supplementary oral agreement shall be admissible in a court to contradict, alter, supplement, or otherwise change the meaning of this Settlement Agreement. This Settlement Agreement has been negotiated in good faith, is the product of arm's length negotiation and each of the Parties is adequately represented by counsel, none of whom shall be deemed the "drafter" of the agreement, and no provision of this Settlement Agreement shall be applied or interpreted by reference to any rule construing provisions against the drafter.

5.4. Nothing in this Settlement Agreement shall be construed as an admission of liability or fault by any Party, which liability and fault are expressly denied.

5.5. The provisions of this Settlement Agreement shall be breached and a cause of action accrued thereon immediately upon any Party's commencement of any action contrary to this Settlement Agreement, and in any such action this Settlement Agreement may be asserted both as a defense and as a counterclaim or cross-claim.

5.6. Facsimile or other electronic copies of signatures on this Settlement Agreement are acceptable, and a facsimile or other electronic copy of a signature on this Agreement is deemed an original.

5.7. This Agreement may be executed in counterparts, each of which is deemed an original, but when taken together constitute one and the same document.

5.8. This Settlement Agreement shall be binding on the Parties, their successors, assigns, and/or transferees.

5.9. The Parties acknowledge and agree that a breach of the provisions of this Settlement Agreement by any Party would cause irreparable damage to the other Parties and that such other Parties would not have an adequate remedy at law for such damage. Therefore, the obligations of the Parties set forth in this Settlement Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies that the Parties may have under this Settlement Agreement or otherwise.

5.10. No failure or delay by any party in exercising any right or remedy provided by law under or pursuant to this Settlement Agreement shall impair such right or remedy or be construed as a waiver or variation of it or preclude its exercise at any subsequent time, and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

INSERT SIGNATURE PAGES