

51-102F3 Material Change Report [F]

Published June 27, 2008

Effective July 4, 2008

PART 2 CONTENT OF MATERIAL CHANGE REPORT

Item 1 Name and Address of Company

Samaranta Mining Corporation
404-999 Canada Place
Vancouver, British Columbia
Canada V6C 3E2

Item 2 Date of Material Change

May 22, 2012

Item 3 News Release

May 22, 2012 through Market News Publishing and Canada Stockwatch

Item 4 Summary of Material Change

On September 21, 2011 the Company announced it had effectively acquired an 80% interest in the Siguiiri property in Guinea West Africa (the "Property") and on May 22, 2012, the Company closed an agreement with Siguiiri Mining Guinea Ltd. ("SMG") wherein SMG may acquire Samaranta's 80% interest in the Property. . SMG, a wholly owned subsidiary of Siguiiri Gold Mining Corp. ("SGMC"), a private Ontario corporation, will acquire Samaranta's interest in the Property by making \$125,000 in cash payments, delivering either 1,500,000 SGMC shares or at SMG's option 500,000 SGMC shares and \$1,000,000, reimbursing Samaranta for reasonable out-of-pocket acquisition costs and completing \$2,500,000 in exploration

Item 5 Full Description of Material Change

5.1 Full Description of Material Change

On September 21, 2011 the Samaranta announced it had effectively acquired an 80% interest in the Siguiiri property in Guinea West Africa (the "Property"), which lies immediately south of Block 4 and just to the east of Block 3, both of which represent two of four concessions that comprised AngloGold Ashanti's Siguiiri Mine

On May 22, 2012, the Company closed an agreement with Siguiiri Mining Guinea Ltd. ("SMG"), a wholly owned subsidiary of Siguiiri Gold Mining Corp. ("SGMC"), a private Ontario corporation, wherein SMG may acquire Samaranta's effective 80% interest in the Property held through its 100% ownership of

Guinean Global Resources SA (“GGR”), a Guinean corporation that in turn owns an 80% interest in Group Guinea Investment SA (“GGI”), a second Guinea company that owns the Property.

GGR has 2,000 authorized and issued shares and its sole asset is its 80% shareholding interest in GGI, and therefore an 80% interest in the Property. As set forth below, SMG will acquire ownership of GGR upon making \$125,000 in cash payments, delivering 1,500,000 SGMC shares⁽²⁾ issued in the name of Samaranta, reimbursing Samaranta for reasonable out-of-pocket acquisition costs and completing \$2,500,000 in exploration. SMG’s acquisition of the GGR shares is staged in four tranches. To crystallize SMG’s earned interest in GGR, Samaranta shall transfer to SMG the required number of GGR shares upon completion of each vesting milestone, as follows:

	SMG \$ Payment	SGMC Share Issuance	SMG \$ Work Completed	GGR Shares Issued	Cumulative GGR Shares Issued	Cumulative ownership
October 1, 2011	125,000 ⁽¹⁾	100,000		70		SMG will own 3.5% of GGR representing a 2.8% interest in GGI/the Property
October 1, 2012		200,000	500,000	280	350	SMG will own 17.5% of GGR representing a 14% interest in GGI/the Property
October 1, 2013		200,000	1,000,000	630	980	SMG will own 49% of GGR representing a 39.2% interest in GGI/the Property
October 1, 2014		1,000,000 ⁽²⁾	1,000,000 ⁽³⁾	1,020	2,000	SMG will own 100% of GGR representing an 80% interest in GGI/the Property
	125,000	1,500,000	2,500,000	2,000		

(1) The payment due on signing is \$125,000 plus costs associated with the acquisition of the Property, such acquisition costs not to exceed \$75,000

(2) At SMG’s sole option this payment may be either \$1,000,000 or 1,000,000 SGMC shares

(3) SMG is also required to complete a technical report that complies with NI 43-101

In addition, prior to or concurrent with the final payment, Samaranta will be granted a 2% NSR on the Property, one-half of which (1% NSR) may be purchased at any time by SMG for \$1,000,000.

In the event that SMG fails to make cash payments, deliver the SGMC Shares, incur expenditures or otherwise comply with any requirements (the “SMG option requirements”) within the defined time periods, SMG will have 30 days following receipt of notice of default to cure such default, failing which the Option, to the extent of any then-unexercised tranche of the Option, shall automatically terminate. SMG may terminate the agreement by providing written notice of termination. SMG shall be entitled to keep all GGR shares which it has paid for up to the effective date of termination.

5.2 Disclosure for Restructuring Transactions

N/A

Item 6 Reliance on subsection 7.1(2) of National Instrument 51-102

N/A

Item 7 Omitted Information

N/A

Item 8 Executive Officer

Robert McMorran, CA
604-639-4521

Item 9 Date of Report

May 24, 2012