

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is dated as of the 8th day of February, 2021.

AMONG:

KARITA GOLD CORP., a company existing under the federal laws of Canada and having a registered office located at 1550 Bedford Highway, Suite 802, Sun Tower, Bedford, NS B4A 1E6

(the “**Company**”)

AND:

THOSE SHAREHOLDERS OF THE COMPANY SET FORTH IN SCHEDULE “B” TO THIS AGREEMENT

(collectively, the “**Vendors**”)

AND:

ALMA GOLD INC., a company existing under the laws of the Province of British Columbia and having a registered office located at 810 - 789 West Pender Street, Vancouver, BC V6C 1H2

(the “**Purchaser**”, the Company, the Vendors and the Purchaser collectively, the “**Parties**”)

WHEREAS:

A. The Vendors are the registered and beneficial owners of one-hundred percent (100%) of the right, title and interest in and to the Vendors Shares (as hereafter defined) which in the aggregate represent all of the issued and outstanding Company Shares (as hereafter defined); and

B. The Vendors have agreed to sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendors, one-hundred percent (100%) right, title and interest in and to all of the Vendors Shares pursuant to the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and mutual covenants contained herein, payment by each party hereto to the others of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each party hereto, the parties agree as follows:

1. **Definitions and Interpretation**

1.1 In this Agreement and in the Schedules and the recitals hereto, unless the context otherwise requires, the following expressions will have the following meanings:

- a) “**Adverse Interests**” means any lien, charge, mortgage, hypothec, pledge, assignment, option, lease, sublease, right to possession, or other security interest, encumbrance or adverse right, restriction or interest of any nature or kind save and except a 1% gross royalty with no buy-back privilege (the “**1% GSR Royalty**”) and separately a 1% net smelter royalty (the “**1% NSR Royalty**”) with full buy-back privileges;

- b) **“Applicable Law”** means:
- (i) any domestic or foreign statute, law (including common and civil law), code, ordinance, rule, regulation, restriction or bylaw; or
 - (ii) any judgment, order, ruling, decision, writ, decree, injunction or award, of any governmental entity, statutory body or self-regulatory authority, to the extent that the same is legally binding on the person referred to in the context in which the term is used.
- c) **“Applicable Securities Laws”** means securities laws in all jurisdictions relevant to the issuance of the Purchaser Shares to the Vendors, including: (a) the B.C. Act or the equivalent legislation in each province and territory of Canada; (b) the rules, regulations, instruments and policies adopted by any securities commissions or other securities regulatory authorities of any of the provinces or territories of Canada; and (c) the federal and state securities legislation of the United States, including the U.S. Securities Act, as applicable, and the respective rules and regulations under such Laws together with applicable published instruments, notices and Orders of the securities regulatory authorities in such countries, provinces and states.
- d) **“Closing”** means the completion of the purchase and sale of all of the Vendors Shares and other transactions contemplated in this Agreement in accordance with the terms and conditions of this Agreement.
- e) **“Closing Date”** has the meaning ascribed to that term in Section 9.1.
- f) **“Company”** means Karita Gold Corp., a corporation incorporated under the federal laws of Canada.
- g) **“Company Shares”** means the common shares in the capital of the Company.
- h) **“Company SubCo”** means Guineo - Malienne D'Or - SARL, a corporation incorporated under the laws of the country of Guinea.
- i) **“Consideration Shares”** means the Purchaser Shares issued in consideration for the Vendors Shares, pursuant to the terms of this Agreement.
- j) **“Legal Proceeding”** means any action, suit, claim, litigation, complaint, grievance, application, arbitration, inquiry, investigation, hearing or other civil, criminal, regulatory, or administrative proceeding or other similar proceeding, at law or in equity, before or by any court, agency, commission, tribunal, panel or other judicial, governmental or administrative body or authority and includes any appeal or review thereof and any application or leave for appeal or review.
- k) **“Material Adverse Effect”** means an effect, change, event, occurrence, fact or circumstance that, individually or in the aggregate with another such effect, change, event, occurrence, fact or circumstance, is or would be reasonably expected to be material and adverse to the business, affairs, operations, property, assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of the Company or which could or could be reasonably expected to prevent, materially delay or materially impair the ability of the respective parties to complete the transactions contemplated by this Agreement and to otherwise consummate the transactions contemplated in this Agreement, except any such effect resulting from or arising in connection with:

- (i) any adoption, implementation, proposal or change in applicable law or any interpretation thereof by any governmental entity;
- (ii) any change in global, national or regional political conditions (including the outbreak of war or acts of terrorism) or in national or global financial or capital markets or in general economic, business, political, regulatory or market conditions;
- (iii) any natural disaster; or
- (iv) the announcement of this Agreement or any transactions contemplated herein, or otherwise contemplated by or arising as a result of the terms of this Agreement;

provided, however, that with respect to clauses (ii) and (iii), such matter does not have a materially disproportionate effect on the Company, taken as a whole, relative to other comparable companies and entities operating in the industries in which the Company operates.

- l) **“Property”** means any all mineral permits held by the Company or Company SubCo as at Closing, including but not limited to mineral exploration permits 2258, 2259, 6159 and 6160 situated in Guinea, West Africa, as more particularly described in Schedule “A” attached hereto.
- m) **“Purchaser”** means Alma Gold Inc., a corporation existing under the laws of the Province of British Columbia.
- n) **“Purchaser Shares”** means the common shares in the capital of the Purchaser.
- o) **“Survival Period”** has the meaning set out in section 6.4 hereof.
- p) **“Tax Act”** means the *Income Tax Act* (Canada);
- q) **“taxes”** means all present and future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Body in the nature of a tax, including any interest, additions to tax and penalties applicable thereto
- r) **“Vendors”** means collectively, the shareholders of the Company set forth in Schedule “B” hereto.
- s) **“Vendors Shares”** means the 1,000 Company Shares held collectively by the Vendors, in such amounts as are set forth in Schedule “B” hereto.

1.2 In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- a) the division of this Agreement into articles, sections and other subdivisions and the use of headings are for convenience only and are not intended to define, interpret or limit the scope, extent or intent of this Agreement;
- b) all references in this Agreement to “articles”, “sections” and other subdivisions or Schedules are to the designated articles, sections or other subdivisions or Schedules of this Agreement;

- c) the words “hereof”, “hereto”, “herein”, “hereby”, “herewith” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision;
- d) the word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language is used with reference thereto);
- e) the words “written” or “in writing” include printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception including facsimile or e-mail;
- f) a “day” shall refer to a calendar day, and references to a “business day” shall refer to days on which banks are ordinarily open for business in Vancouver, British Columbia, other than a Saturday or a Sunday; in calculating all time periods the first day of a period is not included and the last day is included, and if a date is or a time period ends on a day which is not a business day, such date will be extended and the time period will be deemed to expire on the next business day;
- g) all references to “\$” or “dollars” are references to the lawful currency of Canada;
- h) any reference to a statute is a reference to the applicable statute and to any regulations made pursuant thereto and includes all amendments made thereto and in force from time to time and any statute or regulation that has the effect of supplementing or superseding such statute or regulation;
- i) words importing individuals include bodies corporate and other artificial entities, and vice versa; words importing gender include the other gender; words importing one form of body corporate or artificial entity include all other forms of bodies corporate or artificial entities; and words importing the singular includes the plural, and vice versa; and
- j) the rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of any of the terms and conditions of this Agreement.

2. **Purchase and Sale**

2.1 Subject to the terms and conditions of this Agreement, at the Closing, each Vendor shall sell, assign and transfer to the Purchaser, and the Purchaser shall purchase from each Vendor, one-hundred percent (100%) right, title and interest in and to each of the Vendor’s respective Vendors Shares (which in the aggregate represent all of the issued and outstanding Company Shares), free and clear of all Adverse Interests.

2.2 In consideration for the Vendors Shares, the Purchaser shall issue to the Vendors an aggregate of 30,000,000 Consideration Shares, duly registered in accordance with, and in such amounts as are set forth in, Schedule “B” hereto.

2.3 For the purposes of this Agreement, the Consideration Shares shall be issued at a deemed value of \$0.05 per Consideration Share and the “Distribution Date” shall be the Closing Date.

2.4 Each Vendor acknowledges that it has been advised to consult its own independent legal advisor with respect to the applicable resale restrictions; that it is solely responsible for complying with such restrictions; that the Purchaser is not responsible for ensuring compliance by the Vendor of the applicable resale restrictions; and that additional restrictions are applicable to resales of, and additional restrictive

legends will be placed upon, Consideration Shares issued to Shareholders who are in the United States of America, U.S. Persons or acquiring the Consideration Shares for the account or benefit of persons in the United States of America or U.S. Persons.

2.5 The Vendors acknowledge that the Purchaser has advised each Vendor that it is issuing the Consideration Shares to such Vendor under exemptions from the formal takeover and prospectus and registration requirements of Applicable Securities Laws and, as a consequence, certain protections, rights and remedies provided by Applicable Securities Laws, including statutory rights of rescission or damages, will not be available to such Shareholder.

2.6 If requested by a Vendor who is resident of Canada, the Purchaser agrees to make a joint roll-over election in respect of the disposition of the Vendor Shares pursuant to section 85 of the Tax Act in accordance with the provisions and limitations of the Tax Act. Notwithstanding anything contained in this Agreement, the Purchaser does not assume and shall not be liable for any taxes under the Tax Act or any other amount whatsoever which may be or become payable by the Vendors, including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by Vendors to the Purchaser of the Vendors Shares herein contemplated, or the availability (or lack thereof) of the provisions of subsection 85.1 or 85(1) of the Tax Act, or the content or impact of any election made under subsection 85(1) of the Tax Act.

2.7 The Parties agree that the Purchaser's acquisition of all of the Vendors Shares from the Vendors in consideration for the Consideration Shares, as contemplated herein, shall be structured in a manner that is in accordance with the receipt of tax, corporate and securities law advice for both the Company and the Purchaser. Each Party shall bear and pay, without any right of reimbursement from any other Party, all costs, fees and expenses incurred by it or on its behalf in connection with tax advice and filing matters related to this Section 2.6 and 2.7.

3. **Royalties**

The Purchaser acknowledges and agrees that the Property held by Company and Company SubCo is subject to two pre-existing royalty obligations, being the 1% GSR Royalty (copy of which is provided in Schedule "C" attached hereto) and the 1% NSR Royalty (copy of which is provided in Schedule "D" attached hereto). The Purchaser further acknowledges that the 1% GSR Royalty extends over an additional area of royalty coverage applicable in the event that the Purchaser or Company or Company SubCo acquire additional permits or exploration ground in accordance with the terms of the agreement governing the 1% GSR Royalty. The Purchaser acknowledges and agrees that the 1% GSR Royalty has no right to re-purchase associated with it. Respecting only the 1% NSR Royalty, the Parties acknowledge and agree that the Purchaser may at any time, and in its sole discretion but without obligation, repurchase the 1% NSR Royalty in exchange for a one-time cash payment in the amount of CAD\$2,000,000 to be split jointly between the holders of the 1% NSR Royalty.

4. **Conduct of Business Prior to Closing**

4.1 Except as contemplated by this Agreement the Company shall not without the prior written consent of the Purchaser enter into any contract with respect to the business or assets of the Company other than in the ordinary course and the Company shall continue to carry on its business and maintain its assets and shall not:

- a) incur any debt other than debt incurred in the ordinary course or to cease to maintain its good standing under Applicable Laws;
- b) issue any shares, rights warrants or options to purchase shares or any securities convertible into shares, warrants or options in its capital;

- c) enter into any transaction with or make payments to a party or parties with which it does not deal at arm's length;
- d) grant any director, officer or employee who has a policy-making function any increase in compensation or in severance or termination pay or enter into any employment or consulting agreement with any such director, officer or employee, or hire or promote any such person;
- e) take any action which would be outside the ordinary course or which may result in a material adverse change with respect to the Company; or
- f) perform any act or enter into any transaction or negotiation which might materially adversely interfere or be materially inconsistent with the consummation of the transaction contemplated herein.

5. **Additional Covenants**

5.1 Each of the parties hereto shall, in good faith, use all commercially reasonable efforts to:

- a) conduct their business and affairs in a manner such that its respective representations and warranties made by it herein remain true prior to Closing, and to promptly notify the other parties should any representation and warranty made by it herein cease to be true;
- b) perform and observe the covenants made by it herein; and
- c) perform and observe matters required to satisfy any other conditions precedent to the completion of the transactions contemplated by this Agreement.

6. **Representations and Warranties**

6.1 Each of the Vendors severally represents and warrants to the Purchaser, and acknowledges that the Purchaser is relying on such representations and warranties, that as of the date of this Agreement and the Closing:

- a) if it is not an individual, it is duly formed, validly existing and in good standing under the laws of its jurisdiction of formation, or if it is an individual, it is of full age of majority;
- b) it has the legal power and capacity and has taken all necessary action and has obtained all necessary approvals to enter into and execute this Agreement and to carry out its obligations hereunder;
- c) it has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms;
- d) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein by the Vendors will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) if it is not an individual, its constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any indenture, agreement or instrument to which it is a party or by which it is bound, or (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over it;

- e) it is the registered holder and beneficial owner of one-hundred percent (100%) right, title and interest in and to its respective Vendors Shares as indicated in Schedule "B" hereto; it has good and marketable title to such Vendors Shares free and clear of all Adverse Interests; its Vendors Shares are validly issued and outstanding as fully paid and non-assessable securities in the capital of the Company; it holds no other shares in the capital of the Company other than such Vendors Shares; and it holds no right, privilege, option, warrant or agreement to purchase or otherwise acquire, directly or indirectly, any other shares in the capital of the Company;
- f) no person has any right, privilege, option, warrant or agreement, contingent or otherwise, or any of the foregoing capable of become any right, privilege, option, warrant or agreement, to purchase or otherwise acquire, directly or indirectly, any of its respective Vendors Shares or any interest or entitlement therein (other than as provided by this Agreement);
- g) it is not a party to any shareholders agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations in respect of its respective Vendors Shares or any other securities of the Company;
- h) it has no information or knowledge of any facts relating to the Company which if known to the Purchaser would or might reasonably be expected to deter the Purchaser from completing the transactions contemplated herein and hereby, and none of the foregoing representations and warranties and no documents furnished by or on behalf of the Vendors to the Purchaser in connection herewith or hereunder, contains any untrue statement of material fact or omits to state any material fact that the party knew or ought to have known is necessary to make any such representation or warranty not misleading to a prospective purchaser of the Vendors Shares seeking full information as to the Vendors Shares, the Company and its business and affairs;
- i) to the knowledge of the Vendor, none of the Vendors are subject to a cease trade or other order of any applicable securities regulatory authority and to the knowledge of each Vendor no Legal Proceedings are pending or threatened which may operate to prevent or restrict trading of any securities owned by each respective Vendor or otherwise prevent or restrict the completion of the transactions contemplated herein and no such Legal Proceedings are currently in progress, pending, contingent or threatened before any applicable securities regulatory authority;
- j) to the knowledge of the Vendors, the operations of the Company have been conducted in all material respects in compliance with all Applicable Laws of each jurisdiction in which the Company owns or leases property or assets or carries on business, in accordance with industry standards and otherwise in a good and workmanlike manner, and the Company has not received any notice of and knows of no state of facts which would constitute or result in any such violation of any such laws; and
- k) to the knowledge of Vendors, the financial records of the Company are complete and accurate in all material respects and present fairly the financial condition of the Company as at the Closing Date.

6.2 The Company represents and warrants to the Purchaser and acknowledges that the Purchaser is relying on such representations and warranties, that as of the date of this Agreement and the Closing:

- a) the Company is duly formed, validly existing and in good standing under the federal laws of Canada;

- b) the Company has obtained the necessary extra-provincial registration to carry on business in the province of Nova Scotia;
- c) Company SubCo is duly formed, validly existing and in good standing under the laws of Guinea;
- d) the Company has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals to own and lease its property and assets, to conduct its business as presently conducted, and to enter into and execute this Agreement and to carry out its respective obligations hereunder;
- e) the Company has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under applicable law; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;
- f) provided the conditions to Closing, as set out in section 8 hereof, are satisfied, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) any of the Company's constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any indenture, agreement or instrument to which the Company is a party or by which it is bound (or otherwise cause a forfeiture of rights or accelerate any performance required thereby), or (iii) to the knowledge of the Vendors, any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over the Company; in each case that may result in a Material Adverse Effect;
- g) the Company's authorized capital consists of an unlimited number of Company Shares, of which 1,000 Company Shares are validly issued and outstanding, all of which are either held by the Vendors and all in proportions set out in Schedule "B" hereto;
- h) except as contemplated herein, as of the Closing Date, no person shall have any right, privilege, option, warrant or agreement, contingent or otherwise, or any of the foregoing capable of become any right, privilege, option, warrant or agreement, to purchase or otherwise acquire, directly or indirectly, any Company Shares or any other shares in the capital of the Company from the treasury of the Company;
- i) it is not a party to any shareholders agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations in respect of the Company Shares or any other securities of the Company;
- j) as of the Closing Date, the sole asset of the Company is Company SubCo which holds a 100% interest in and to the Property and the Company and Company SubCo have no outstanding or unfulfilled contractual obligations with respect to the Property;
- k) as of the Closing Date, Company SubCo is the beneficial owner of the mineral exploration permits comprising the Property free and clear of any Adverse Interest;

- l) the Company's aggregate liabilities do not exceed \$200,000 as of the Closing Date, and the Company will not, prior to Closing, incur any expenses, debts, liabilities or obligations whether absolute, accrued, contingent or otherwise, without the prior written approval of the Purchaser, except for professional fees associated with the preparation of this Agreement and the completion of the transactions contemplated herein, to a maximum of \$25,000 plus disbursements;
- m) the Company has not guaranteed or is not otherwise liable for the indemnification, assumption, endorsement or like commitment with respect to the debts, liabilities or obligations (contingent or otherwise) of any other person;
- n) the Company has obtained and is in possession of all material registrations, licenses, permits, authorizations, approvals, consents and other qualifications which are required under applicable laws to own or lease its property and assets and to carry on its business;
- o) there are no actual, pending, contingent or, threatened Legal Proceedings which, individually or in the aggregate, may result in or could reasonably be expected to have a Material Adverse Effect on the business, affairs, operations, property, assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of the Company;
- p) the Company is not subject to any cease trade or other order of any applicable securities regulatory authority and no Legal Proceedings involving the Company which may operate to prevent or restrict trading of any securities of the Company or otherwise prevent or restrict the completion of the transactions contemplated herein are currently in progress, pending, contingent or threatened before any applicable securities regulatory authority;
- q) the Company has not entered into any agreement or arrangement, written or oral, that would entitle any person to any claim against the Company for a brokerage or finder fee, commission or other compensation, or any like payment, in respect of this Agreement and the transactions contemplated herein; and
- r) the Company does not have any information or knowledge of any facts relating to the Company which if known to the Purchaser would or might reasonably be expected to deter the Purchaser from completing the transactions contemplated herein and hereby, and none of the foregoing representations and warranties and no documents furnished by or on behalf of the Company or the Vendors to the Purchaser in connection herewith or hereunder, contains any untrue statement of material fact or omits to state any material fact that the party knew or ought to have known is necessary to make any such representation or warranty not misleading to a prospective purchaser of the Company Shares seeking full information as to the Company Shares, the Company and its business and affairs.

6.3 The Purchaser represents and warrants to the Vendors and acknowledges that the Vendors are relying on such representations and warranties, that as of the date of this Agreement and the Closing:

- a) the Purchaser is duly formed, validly existing and in good standing under the laws of the Province of British Columbia;
- b) the Purchaser has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals to own and lease its property and assets, to conduct its business as presently conducted, and to enter into and execute this Agreement and to carry out its obligations hereunder;

- c) the Purchaser has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under applicable law; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;
- d) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein will constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both will constitute or result in a breach of or default under, or will otherwise conflict with (i) the Purchaser's constituting documents or any resolutions of its directors, shareholders or other stakeholders, (ii) any indenture, agreement or instrument to which the Purchaser is a party or by which it is bound (or otherwise cause a forfeiture of rights or accelerate any performance required thereby), or (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over the Purchaser;
- e) the Purchaser is a reporting issuer in the Provinces of British Columbia, Alberta and Ontario;
- f) there are no actual, pending, contingent or, to the knowledge of the Purchaser, threatened Legal Proceedings which, individually or in the aggregate, may result in or could reasonably be expected to have a Material Adverse Effect on the business, affairs, operations, property, assets, liabilities, financial condition, financial results, capital or prospects (financial or otherwise) of the Purchaser;
- g) the Purchaser is not subject to any cease trade or other order of any applicable securities regulatory authority and, to the knowledge of the Purchaser, no Legal Proceedings involving the Purchaser which may operate to prevent or restrict trading of any securities of the Purchaser or otherwise prevent or restrict the completion of the transactions contemplated herein are currently in progress, pending, contingent or threatened before any applicable securities regulatory authority;
- h) the Purchaser has not entered into any agreement or arrangement, written or oral, that would entitle any person to any claim against the Purchaser for a brokerage or finder fee, commission or other compensation, or any like payment, in respect of this Agreement and the transactions contemplated herein;
- i) the Purchaser is in compliance with its timely disclosure obligations under Applicable Laws, and no order ceasing or suspending trading in securities of the Purchaser or prohibiting the transactions contemplated hereby has been issued and no proceedings for such purpose are ongoing or pending, or to the best knowledge of the Purchaser, threatened;
- j) on Closing, the Consideration Shares will be issued to the Vendors as fully paid and non-assessable common shares in the capital of the Purchaser, and will be duly registered in the names of the Vendors in the books and registers of the Purchaser;
- k) the forms, reports, news releases, financial statements and other documents filed by the Purchaser on SEDAR (System for Electronic Document Analysis and Retrieval), taken as

a whole, do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

- l) the Purchaser's authorized capital consists of an unlimited number of common shares, of which 30,245,625 common shares are validly issued and outstanding.

6.4 The representations and warranties set out herein shall survive the Closing and, notwithstanding any investigation made by or on behalf of a party hereto and the occurrence of the Closing, shall continue in full force and effect for a period of two (2) years following the date hereof (the "**Survival Period**").

7. Indemnification

7.1 Each Vendor shall indemnify and save harmless the Purchaser from any and all losses suffered or incurred by the Purchaser as a result of or arising directly or indirectly out of or in connection with any inaccuracy of or any breach by the Vendor of the representations and warranties as to itself (and not the other Vendors) contained in Section 6.1 or a breach by the Vendor of any covenant of such Vendor contained herein.

7.2 The Purchaser shall indemnify and save harmless the Vendors and/or the Company from any and all losses suffered or incurred by the Vendor as a result of or arising directly or indirectly out of or in connection with any inaccuracy of or any breach by the Purchaser of the representations and warranties contained in Section 6.3 or a breach of any covenant of the Purchaser contained herein.

7.3 Notwithstanding any other provision of this Section 7 to the contrary, the Vendors' liability pursuant to Section 7.1 for any losses suffered or incurred by the Purchaser shall be subject to the following limitations: each Vendor shall have no liability in excess of a maximum aggregate amount of 100% of the value of the portion of the Consideration Shares payable to such Vendor, provided, however, that in the event of fraud or willful misrepresentation by Vendor, the liability of such Vendor shall not be limited by this Section 7.3.

7.4 In the event that the Party providing indemnification under this Agreement (the "Indemnifying Party") shall become aware of any circumstances which have given or could give rise to a claim of indemnification under this Section 7, the Party being indemnified under this Agreement (the "Indemnified Party") shall promptly give written notice to the Indemnifying Party of those circumstances. Such notice shall specify whether the losses arise as a result of a claim by a person against the Indemnified Party (a "Third Party Claim") or whether the losses do not so arise (a "Direct Claim"), and shall also specify with reasonable particularity (to the extent the information is available) the factual basis for the claim and the amount of the losses, if known.

7.5 If through the fault of the Indemnified party, the Indemnifying Party does not receive notice of any claim in time to contest effectively the determination of any liability susceptible of being contested, the Indemnifying party shall be entitled to set off against the amount claimed by the Indemnified Party the amount of any losses incurred by the Indemnifying Party resulting from the Indemnified Party's failure to give that notice on a timely basis.

8. Conditions of Closing

8.1 The Vendors shall not be obligated to complete the sale of the Vendors Shares pursuant to this Agreement and the other transactions contemplated herein, unless each of the conditions listed below is satisfied, it being understood that the said conditions are included for the exclusive benefit of the Vendors:

- a) the representations and warranties of the Purchaser in this Agreement shall be true and correct in all material respects at the Closing;
- b) the covenants and conditions of the Purchaser to be performed and observed in this Agreement prior to or at Closing shall have been performed and observed in all material respects;
- c) there shall have been no event or change that has had or would be reasonably likely to have a Material Adverse Effect on the Purchaser; and
- d) there shall have been no order made or any Legal Proceedings commenced or threatened for the purpose, or which could have the effect, of preventing or restraining the completion of the transactions contemplated by this Agreement.

8.2 If any condition in section 8.1 hereof has not been fulfilled or if any such condition is or becomes impossible to satisfy, other than as a result of the failure of the Vendors or the Company to comply with their obligations under this Agreement, then the Vendors (acting unanimously) may, without limiting any rights or remedies available to the Vendors at law or in equity, either:

- a) terminate this Agreement by notice to the Purchaser; or
- b) waive compliance with any such condition without prejudice to its right of termination in the event of the non-fulfillment of any other condition for its benefit.

8.3 The Purchaser shall not be obligated to complete the purchase of the Vendors Shares pursuant to this Agreement and the other transactions contemplated herein, unless each of the conditions listed below is satisfied, it being understood that the said conditions are included for the exclusive benefit of the Purchaser:

- a) all of the Vendors have executed and delivered this Agreement and agreed to tender their respective Vendor Shares in exchange for the Purchaser Shares in the proportions set out in Schedule "B";
- b) the representations and warranties of the Vendors and the Company in this Agreement shall be true and correct in all material respects at the Closing;
- c) the covenants and conditions of the Vendors and the Company to be performed and observed in this Agreement prior to or at Closing shall have been performed and observed in all material respects;
- d) the Vendors and the Company having entered into and provided all information, forms, certificates, undertakings, agreements and other documents and instruments that may be required under Applicable Securities Laws;
- e) there shall have been no event or change that has had or would be reasonably likely to have a Material Adverse Effect on the Company, Company SubCo or the Property;
- f) the Property being free of all Adverse Interests and the Company and Company SubCo being in good standing with respect to all filing requirements under Applicable Laws;
- g) the Board of Directors of the Company shall have approved the transfer of the Company Shares contemplated in this Agreement, in accordance with the Articles of the Company; and

- h) there shall have been no order made or any Legal Proceedings commenced or threatened for the purpose, or which could have the effect, of preventing or restraining the completion of the transactions contemplated by this Agreement.

8.4 If any condition in section 8.3 hereof has not been fulfilled or if any such condition is or becomes impossible to satisfy, other than as a result of the failure of the Purchaser to comply with its obligations under this Agreement, then the Purchaser may, without limiting any rights or remedies available to the Purchaser at law or in equity, either:

- a) terminate this Agreement by notice to the Vendors and the Company; or
- b) waive compliance with any such condition without prejudice to its right of termination in the event of the non-fulfillment of any other condition for its benefit.

9. **Closing**

9.1 The Closing shall take place at the registered offices of the Purchaser, at 11:00 a.m. (Vancouver time) on February 19th 2021 (the “**Closing Date**”), or such other time and date as may be agreed by the Company and the Purchaser, such agreement not to be unreasonably withheld.

9.2 At Closing, the Vendors and the Company shall deliver or cause to be delivered to the Purchaser the following documents:

- a) a copy of the resolutions of the Company authorizing this Agreement and the transactions contemplated herein and hereby;
- b) the minute books of the Company and all corporate, financial, legal and technical files, records and data of the Company;
- c) certificates representing the Vendors Shares owned by the Vendors duly endorsed for transfer to the Purchaser;
- d) a certificate representing the Vendors Shares, duly registered in the name of the Purchaser;
- e) the resignation of the existing Board members of the Company and a consent resolution appointing the Purchaser’s representatives to the Board to fill the vacancies; and
- f) such other documents and instruments in connection with the Closing as may be reasonably requested by the Purchaser.

9.3 At Closing, the Purchaser shall deliver or cause to be delivered to the Vendors the following documents:

- a) a copy of the resolutions of the Purchaser authorizing this Agreement and the transactions contemplated herein and hereby;
- b) certificates representing the Consideration Shares, duly registered in accordance with Schedule “B” hereto; and
- c) such other documents and instruments in connection with the Closing as may be reasonably requested by the Vendors.

10. **Filings and Authorizations**

10.1 The Company and the Purchaser, as promptly as practical after the execution of this Agreement shall:

- (i) use commercial or reasonable efforts to make, or cause to be made, all filings and submissions under Applicable Securities Laws that are required to consummate the transaction contemplated by, and in accordance with the terms of this Agreement;
- (ii) obtain or cause to be obtained all authorizations necessary to be obtained by it in order to consummate the transaction contemplated in this agreement; and
- (iii) take or cause to be taken all other actions necessary, proper or advisable in order for it to fulfill its obligations under this Agreement.

10.2 The Purchaser's legal counsel shall be the filing solicitor of record in all filings to be made with the regulatory authorities, with copies of all correspondence with the regulatory authorities to be provided to the Company's legal counsel.

11. **Termination**

11.1 This Agreement may be terminated by the mutual consent of the parties or in the following circumstances by written notice given by the terminating party to the other parties hereto:

- a) by either the Vendors (acting unanimously) or the Purchaser if the Closing has not occurred on or before the Closing Date, or such later date as may be mutually agreed by the Purchaser and the Vendors;
- b) by the Vendors (acting unanimously) if the Purchaser is in default of any covenant on its part to be performed hereunder, the Vendors have given written notice to the Purchaser of such default, the Purchaser has not proceeded to cure such default within fourteen (14) days of such notice and thereafter proceeded in good faith to diligently cure such default to the Vendors' reasonable satisfaction provided that in any case such default shall be cured within thirty (30) days after such notice (or such longer period as may be reasonably required to cure the default given the nature or circumstances thereof); and
- c) by the Purchaser if any of the Vendors or the Company is in default of any covenant on its part to be performed hereunder, the Purchaser has given written notice to the Vendors and the Company of such default, and the Vendor in default and/or the Company has not proceeded to cure such default within fourteen (14) days of such notice and thereafter proceeded in good faith to diligently cure such default to the Purchaser's reasonable satisfaction provided that in any case such default shall be cured within thirty (30) days after such notice (or such longer period as may be reasonably required to cure the default given the nature or circumstances thereof).

11.2 Upon termination of this Agreement, each party hereto shall be released from all obligations under this Agreement. Each party's right of termination is in addition to and not in derogation or limitation of any other rights, claims, causes of action or other remedy that such party may have under this Agreement or otherwise at law or in equity with respect to such termination and any misrepresentation, breach of covenant or indemnity contained herein.

12. Notices

12.1 Any notice, communication, instrument or document required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, pre-paid, certified or registered mail, or by telecommunication, facsimile, email or other similar form of communication (in each case with electronic confirmed receipt), addressed as follows:

- a) If to the Company or the Vendors at:

Karita Gold Corp.
1550 Bedford Highway
Suite 802, Sun Tower
Bedford, NS B4A 1E6

Attention: Greg Isenor
Email: [redacted]

- b) If to the Purchaser at:

Alma Gold Inc.
789 West Pender Street, Suite 810
Vancouver, BC V6H 1H2

Attention: Ryan Cheung, Chief Financial Officer
Email: [redacted]

and such shall be deemed to have been given (i) if effected by electronic, facsimile or personal delivery with confirmation of receipt of delivery, at the time of delivery or electronic confirmed receipt unless such occurs after the recipient's customary business hours in which case it shall be deemed to have been given on the next business day; and (ii) if effected by mail, on the fourth business day after mailing excluding all days on which postal service is disrupted.

12.2 A party may at any time in the above manner give notice to the other parties of any change of address and after the giving of such notice the address or addresses specified will be the address of such party for the purpose of giving notice hereunder.

13. Expenses

13.1 Each of the parties hereto shall bear all expenses incurred by such party in connection with the preparation and fulfillment of this Agreement, including but not limited to the fees and expenses of their legal counsel, accountants, financial and investment advisors and brokers. Upon completion of the transaction contemplated by this Agreement, the Purchaser shall be responsible for the agreed upon expenses incurred by the Company with respect to the transaction contemplated herein including the fees contemplated by Section 6.2(j).

14. General

14.1 This Agreement (including the Schedules thereto) constitutes the entire agreement among the parties and replaces and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether oral or written, express or implied, statutory or otherwise among the parties with respect to the subject matter herein. There are no implied covenants contained in this Agreement other than those of good faith and fair dealing.

14.2 The parties shall from time to time prior to or after Closing execute and deliver any and all such instruments and other documents and perform any and all such acts and other things as may be necessary or desirable to carry out the intent of this Agreement.

14.3 Any amendments hereto or waivers in respect hereof shall only be effective if made in writing and executed by the parties thereto. No waiver shall constitute a waiver of any other provision or act as a continuing waiver unless such is expressly provided for.

14.4 Time is of the essence of this Agreement. Any failure to exercise any rights provided for hereunder shall not, in the absence of a waiver in accordance with the terms hereof, affect the subsequent enforcement of such right.

14.5 The invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of the remainder of the Agreement or any other provision hereof. In the event that any provision hereof is invalid or unenforceable in a given jurisdiction, that shall not affect the validity or enforceability of the provision in any other jurisdiction. The courts shall have the power to modify this Agreement, in a manner consistent with the intent of the parties, in order to limit the application of any such offensive provision to the maximum extent permitted by law. No section of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured said section or part of this Agreement.

14.6 This Agreement and any rights herein or hereto shall not be assigned or otherwise transferred by any party hereto without the express written consent of the other parties hereto. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

14.7 This Agreement shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. For the purposes of all Legal Proceedings, this Agreement shall be deemed to have been made and performed in British Columbia, and the parties hereby irrevocably agree that the courts of the Province of British Columbia shall have exclusive jurisdiction to entertain any action arising under this Agreement.

14.8 Each of the Vendors acknowledges and agrees that this Agreement has been prepared by Partum Advisory Services Corp., as corporate advisors to the Purchaser, and has been reviewed on behalf of the Purchaser by counsel to the Purchaser, and that at no time has either Partum Advisory Services Corp., or counsel to the Purchaser, provided legal advice to the Vendors, and each of the Vendors hereby acknowledge and declare that they have sought the requisite independent legal advice in connection with the entering into of this Agreement.

14.9 This Agreement may be executed and delivered in two or more counterparts and by facsimile and by electronic delivery. Each such counterpart, facsimile and electronically delivered copy shall be deemed to form one and the same and an originally executed instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution or delivery.

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

On behalf of the Purchaser:

On behalf of the Company:

ALMA GOLD INC.

KARITA GOLD CORP.

Per: /s/ Ryan Cheung
Authorized Signatory

Per: /s/ Gregory Isenor
Authorized Signatory

On behalf of the Vendors:

REDACTED

Per: Authorized Signatory

SIGNED, SEALED & DELIVERED
In the presence of:

Witness



REDACTED

SIGNED, SEALED & DELIVERED
In the presence of:

Witness



REDACTED

SIGNED, SEALED & DELIVERED
In the presence of:

Witness

REDACTED

SIGNED, SEALED & DELIVERED
In the presence of:

Witness

REDACTED

SCHEDULE "A" – THE PROPERTY

Permits 6159, 6160, 2258 and 2259

ARRETE A/2019/ **6159** /MMG/SGG
PORTANT OCTROI D'UN PERMIS DE RECHERCHE MINIERE A LA
SOCIETE GUINEO - MALIENNE D'OR - SARL

LE MINISTRE

- Vu** la Constitution ;
- Vu** la Loi L/2011/006/CNT du 09 septembre 2011, portant Code Minier de la République de Guinée telle que modifiée par la loi L/2013/053/CNT du 08 avril 2013, portant modification de certaines dispositions du Code Minier ;
- Vu** le Décret D/2014/012/PRG/SGG du 17 janvier 2014, portant gestion des Autorisations et Titres Miniers ;
- Vu** le Décret D/2018/067/PRG/SGG du 21 mai 2018, portant nomination du Premier Ministre, Chef du Gouvernement ;
- Vu** le Décret D/2018/072/PRG/SGG du 25 mai 2018, portant Structure du Gouvernement ;
- Vu** le Décret D/2018/073/PRG/SGG du 25 mai 2018, portant nomination des membres du Gouvernement, tel que modifié à ce jour ;
- Vu** le Décret D/2018/171/PRG/SGG du 16 août 2018, portant attributions et Organisation du Ministère des Mines et de la Géologie ;
- Vu** l'Arrêté conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016, fixant les taux et tarifs des droits fixes, des taxes et redevances résultant de l'octroi, du renouvellement, de la prolongation, du transfert et/ou de l'amodiation des titres miniers et autorisations ;
- Vu** la demande de permis de recherche formulée par la société GUINEO-MALIENNE D'OR - SARL, en date du 12/09/2019;
- Sur** recommandation du Centre de Promotion et de Développement Miniers après examen et avis favorable du Comité Technique des Titres Miniers.

ARRETE

Article 1^{er} : Il est accordé à la société **GUINEO - MALIENNE D'OR - SARL** dont le siège social est établi à l'immeuble Kaloum, 6^{ème} Avenue, quartier Almamy, Commune de Kaloum, Conakry, République de Guinée, E-mail : [redacted]

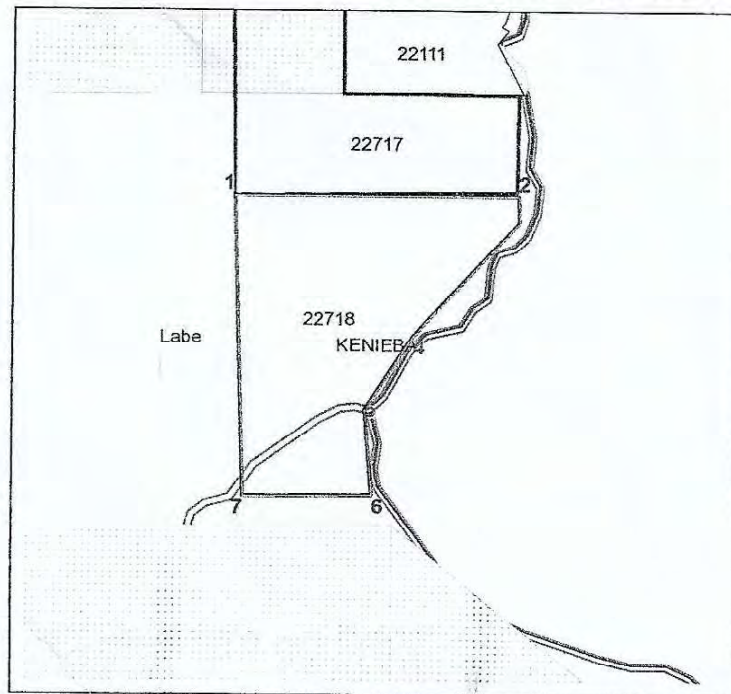
enregistrée au Registre du Commerce et de Crédit Mobilier sous le numéro: RCCM/GN.TCC.2019.B.0 3011 du 21 août 2019, immatriculée le 21/08/2019 sous le numéro d'identification fiscale (NIF): **798581039 un (1) permis de recherche minière d'Or et minéraux associés**, couvrant une superficie de **99,83 km²** dans la Préfecture de **Koubia** et de **Mali**.

Article 2 : La durée de validité du présent permis est fixée à trois (3) ans, renouvelable conformément aux dispositions visées aux Articles 23 et 24 du Code Minier. Ce permis est inscrit dans le registre des Titres Miniers ouvert à cet effet à la Division Informations Géologiques et Minières du CPDM sous le numéro **A/2019/ 230 /DIGM/CPDM**.

Article 3 : Conformément au plan 1/200 000^{ème} de la feuille KENIEBA (ND-29-I), le périmètre du permis ainsi accordé est défini par les coordonnées géographiques ci-dessous :

Ordre	Lat Deg	Lat Min	Lat Sec	N/S	Long Deg	Long Min	Long Sec	O/E
1	12	17	35.36	N	- 11	32	56.36	O
2	12	17	35.52	N	- 11	26	30.44	O
3	12	16	58.30	N	- 11	26	29.20	O
4	12	14	15.13	N	- 11	28	53.29	O
5	12	12	31.30	N	- 11	29	58.76	O
6	12	10	28.96	N	- 11	29	48.84	O
7	12	10	27.60	N	- 11	32	43.70	O

Plan et limites du Permis de Recherche Industrielle (Or)



Article 4 : A compter de la date d'effet du présent permis, le titulaire, la société **GUINEO - MALIENNE D'OR – SARL** a l'obligation d'exécuter conformément à la réglementation minière en vigueur, son programme des travaux et le budget relatifs à l'exploration et à la prospection, soit [redacted]

tels que soumis pour examen et approbation au CPDM.

Le début des travaux ainsi que celui de l'exécution de ce budget doivent intervenir dans un délai maximum de six (6) mois à compter de la date de signature du présent permis. Le titulaire, la société **GUINEO - MALIENNE D'OR – SARL**, fera en sorte que les fonds nécessaires à l'exécution normale et ininterrompue des travaux soient toujours disponibles en Guinée et utilisables pour le projet de recherche susvisé.

Article 5 : Conformément à l'Article 194 du Code Minier, le titulaire du présent permis est tenu de faire une déclaration au préalable à la Direction Nationale des Mines, un (1) mois avant l'ouverture des travaux et trois (3) mois avant leur fermeture.

Article 6 : En plus du personnel recruté par le titulaire, l'Administration Minière mettra à sa disposition des cadres de l'encadrement et du suivi des activités sur le terrain et dont la prise en charge sera assurée par le titulaire du permis.

Article 7 : En raison de l'étendue de la zone des travaux (99,83 km²), le titulaire du présent titre a l'obligation de conduire sur le permis une étude stratégique appropriée, permettant une meilleure connaissance des ressources et réserves sur le site. Les résultats de cette étude stratégique (Schéma de disposition des sondages avec coordonnées géo-référencées bien précises, logs des sondages, résultats d'échantillons, etc.) seront consignés dans les rapports d'activités trimestriels et transmis au CPDM.

Article 8 : Conformément à l'Article 75 du Code Minier, les activités du titulaire, la société **GUINEO - MALIENNE D'OR – SARL**, devront être conduites pour l'**or** et **minéraux associés**, de façon à ne pas causer de préjudice à l'activité des titulaires les plus anciens évoluant dans la zone pour des substances autres que l'**or**.


Article 9 : Conformément aux dispositions visées aux Articles 81 et 197 du Code Minier, pendant la validité du présent titre, le titulaire, la société **GUINEO - MALIENNE D'OR – SARL** est soumis aux obligations suivantes :

- De fournir au CPDM les rapports d'activités mensuels et financiers trimestriels en cinq (5) exemplaires ;
- De faire-part au CPDM de la découverte de toute autre substance au cours des travaux de recherche ;
- De faire suivre les travaux de recherche et de prospection par la Direction Nationale de la Géologie (DNG).

Article 10 : Au titre du présent permis, les obligations du titulaire, la société **GUINEO - MALIENNE D'OR – SARL**, relatives au respect de la réglementation de l'hygiène et de la sécurité des travailleurs, à la préservation de l'environnement et à la remise en état des zones affectées par les travaux sont régies conformément aux dispositions visées aux Articles 64, 104, 143 et 144 du Code Minier et à celles visées aux Articles 20, 60 et 69 du Code de l'Environnement.

Article 11 : En cas de mise en évidence d'un ou de plusieurs gisements économiquement exploitables et à la demande du titulaire, un ou plusieurs permis d'exploitation lui seront accordés conformément à la réglementation minière en vigueur.

Article 12 : Outre les dispositions ci-dessus mentionnées, le titulaire du présent permis est soumis aux paiements :

- Des frais d'instruction fixés forfaitaires suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 [redacted] par permis, soit un total à verser au Compte **N°001 190 2011 000 405** du CPDM à la Banque Centrale de la République de Guinée.
- D'un droit de timbre fixé suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par Km². soit au total dont :
 - [redacted] , à verser au **Compte Devise N°001 190 2011 000 134** du Trésor Public à la Banque Centrale de la République de Guinée ;
 - [redacted] , payables en Franc Guinéen au taux du jour de la Banque Centrale, au Compte **N°001 190 2011 000 402** du Fonds d'Investissement Minier à la Banque Centrale de la République de Guinée. 

- D'une redevance superficielle annuelle fixée suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par Km² par an ([redacted]Km²/an), soit au total : [redacted] payables en Franc Guinéen au taux du jour de la Banque Centrale de la République de Guinée, au lieu d'implantation du permis de recherche susvisé.
- Cinq copies certifiées du reçu de versement doivent être déposées obligatoirement au CPDM, pour enregistrement.
- Des Frais de publication au Journal Officiel (JO), au Compte du Service JO/SGG, à la Banque Centrale de la République de Guinée.

Article 13 : Une exonération des droits et taxes liée à l'importation des équipements et des matériels de prospection sera accordée au titulaire du présent permis, la société **GUINEO - MALIENNE D'OR – SARL**, en accord avec le Ministère en charge du Budget.

La liste des équipements et matériels sera soumise au préalable au CPDM pour avis technique.

Article 14 : Avant l'expiration de la période pour laquelle le présent permis de recherche est accordé, il pourrait y être mis fin par l'Administration Minière aux conditions suivantes :

- Tout manquement du titulaire, la société **GUINEO - MALIENNE D'OR – SARL** aux obligations lui incombant en vertu des Articles 4, 5, 6, 7, 8, 9, 10,11, 12 et 13 ci-dessus ; et
- Les autres causes de retrait, énoncées à l'Article 88 du Code Minier.

Article 15 : Le Centre de Promotion et de Développement Miniers, la Direction Nationale des Mines, la Direction Nationale de la Géologie, la Direction Régionale des Mines et de la Géologie de Labé, la Direction Préfectorale des Mines et Carrières de Mali, sont chargés chacun en ce qui le concerne, de l'application du présent Arrêté.

Article 16 : Le présent Arrêté qui prend effet à compter de la date de sa signature, et sera enregistré et publié au Journal Officiel de la République.

Conakry, le 06 NOV. 2019 /2019

AMPLIATIONS


PRG/SGG	4
P.M	2
MEF	2
MB	2
MMG	4
CPDM	3
DNM	3
DNG	2
DRM /Labe	2
DPMC/Mali, Koubia	4
Intéressé	2
JO	2/32



Abdoulaye MAGASSOUBA

ARRETE A/2019/ **6160** /MMG/SGG
PORTANT OCTROI D'UN PERMIS DE RECHERCHE MINIERE A LA
SOCIETE GUINEO - MALIENNE D'OR - SARL

LE MINISTRE

-  Vu la Constitution ;
- Vu la Loi L/2011/006/CNT du 09 septembre 2011, portant Code Minier de la République de Guinée telle que modifiée par la loi L/2013/053/CNT du 08 avril 2013, portant modification de certaines dispositions du Code Minier ;
- Vu le Décret D/2014/012/PRG/SGG du 17 janvier 2014, portant gestion des Autorisations et Titres Miniers ;
- Vu le Décret D/2018/067/PRG/SGG du 21 mai 2018, portant nomination du Premier Ministre, Chef du Gouvernement ;
- Vu le Décret D/2018/072/PRG/SGG du 25 mai 2018, portant Structure du Gouvernement ;
- Vu le Décret D/2018/073/PRG/SGG du 25 mai 2018, portant nomination des membres du Gouvernement, tel que modifié à ce jour ;
- Vu le Décret D/2018/171/PRG/SGG du 16 août 2018, portant attributions et Organisation du Ministère des Mines et de la Géologie ;
- Vu l'Arrêté conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016, fixant les taux et tarifs des droits fixes, des taxes et redevances résultant de l'octroi, du renouvellement, de la prolongation, du transfert et/ou de l'amodiation des titres miniers et autorisations ;
- Vu la demande de permis de recherche formulée par la société GUINEO-MALIENNE D'OR - SARL, en date du 12/09/2019;
- Sur recommandation du Centre de Promotion et de Développement Miniers après examen et avis favorable du Comité Technique des Titres Miniers.

ARRETE

Article 1^{er} : Il est accordé à la société **GUINEO - MALIENNE D'OR - SARL** dont le siège social est établi à l'immeuble Kaloum, 6^{ème} Avenue, quartier Almama, Commune de Kaloum, Conakry, République de Guinée, E-mail : [redacted]

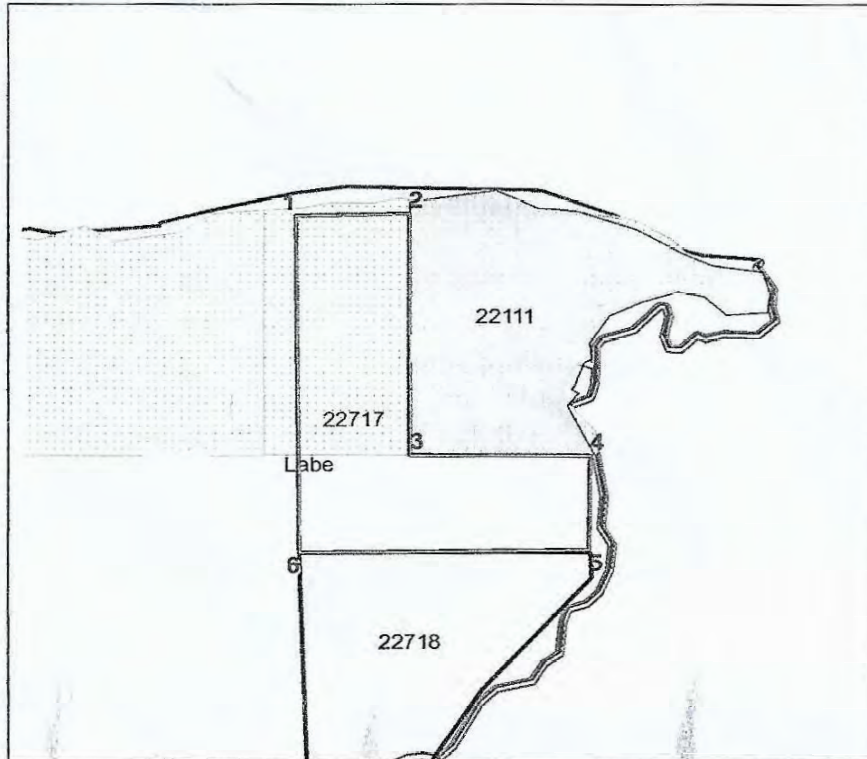
enregistrée au Registre du Commerce et de Crédit Mobilier sous le numéro: RCCM/GN.TCC.2019.B.0 3011 du 21 août 2019, immatriculée le 21/08/2019 sous le numéro d'identification fiscale (NIF): **798581039** un (1) permis de recherche minière d'Or et minéraux associés, couvrant une superficie de **99,97 km²** dans la Préfecture de Mali.

Article 2 : La durée de validité du présent permis est fixée à trois (3) ans, renouvelable conformément aux dispositions visées aux Articles 23 et 24 du Code Minier. Ce permis est inscrit dans le registre des Titres Miniers ouvert à cet effet à la Division Informations Géologiques et Minières du CPDM sous le numéro **A/2019/229** /DIGM/CPDM.

Article 3 : Conformément au plan 1/200 000^{ème} de la feuille KENIEBA (ND-29-I), le périmètre du permis ainsi accordé est défini par les coordonnées géographiques ci-dessous :

Ordre	Lat Deg	Lat Min	Lat Sec	N/S	Long Deg	Long Min	Long Sec	O/E
1	12	25	51.46	N	- 11	33	1.21	O
2	12	25	55.43	N	- 11	30	29.85	O
3	12	19	59.77	N	- 11	30	29.27	O
4	12	19	58.89	N	- 11	26	31.04	O
5	12	17	40.38	N	- 11	26	32.57	O
6	12	17	35.50	N	- 11	32	56.40	O

Plan et limites du Permis de Recherche Industrielle (Or)



Article 4 : A compter de la date d'effet du présent permis, le titulaire, la société **GUINEO - MALIENNE D'OR – SARL** a l'obligation d'exécuter conformément à la réglementation minière en vigueur, son programme des travaux et le budget relatifs à l'exploration et à la prospection, soit [redacted]

tels que soumis pour examen et approbation au CPDM.

Le début des travaux ainsi que celui de l'exécution de ce budget doivent intervenir dans un délai maximum de six (6) mois à compter de la date de signature du présent permis. Le titulaire, la société **GUINEO - MALIENNE D'OR – SARL**, fera en sorte que les fonds nécessaires à l'exécution normale et ininterrompue des travaux soient toujours disponibles en Guinée et utilisables pour le projet de recherche susvisé.

Article 5 : Conformément à l'Article 194 du Code Minier, le titulaire du présent permis est tenu de faire une déclaration au préalable à la Direction Nationale des Mines, un (1) mois avant l'ouverture des travaux et trois (3) mois avant leur fermeture.

Article 6 : En plus du personnel recruté par le titulaire, l'Administration Minière mettra à sa disposition des cadres de l'encadrement et du suivi des activités sur le terrain et dont la prise en charge sera assurée par le titulaire du permis.

Article 7 : En raison de l'étendue de la zone des travaux (99,97 km²), le titulaire du présent titre a l'obligation de conduire sur le permis une étude stratégique appropriée, permettant une meilleure connaissance des ressources et réserves sur le site. Les résultats de cette étude stratégique (Schéma de disposition des sondages avec coordonnées géo-référencées bien précises, logs des sondages, résultats d'échantillons, etc.) seront consignés dans les rapports d'activités trimestriels et transmis au CPDM.

Article 8 : Conformément à l'Article 75 du Code Minier, les activités du titulaire, la société **GUINEO - MALIENNE D'OR – SARL**, devront être conduites pour l'or et minéraux associés, de façon à ne pas causer de préjudice à l'activité des titulaires les plus anciens évoluant dans la zone pour des substances autres que l'or.

Article 9 : Conformément aux dispositions visées aux Articles 81 et 197 du Code Minier, pendant la validité du présent titre, le titulaire, la société **GUINEO - MALIENNE D'OR – SARL** est soumis aux obligations suivantes :

- De fournir au CPDM les rapports d'activités mensuels et financiers trimestriels en cinq (5) exemplaires ;
- De faire-part au CPDM de la découverte de toute autre substance au cours des travaux de recherche ;
- De faire suivre les travaux de recherche et de prospection par la Direction Nationale de la Géologie (DNG).

Article 10 : Au titre du présent permis, les obligations du titulaire, la société **GUINEO - MALIENNE D'OR – SARL**, relatives au respect de la réglementation de l'hygiène et de la sécurité des travailleurs, à la préservation de l'environnement et à la remise en état des zones affectées par les travaux sont régies conformément aux dispositions visées aux Articles 64, 104, 143 et 144 du Code Minier et à celles visées aux Articles 20, 60 et 69 du Code de l'Environnement.

Article 11 : En cas de mise en évidence d'un ou de plusieurs gisements économiquement exploitables et à la demande du titulaire, un ou plusieurs permis d'exploitation lui seront accordés conformément à la réglementation minière en vigueur.

Article 12 : Outre les dispositions ci-dessus mentionnées, le titulaire du présent permis est soumis aux paiements :

- Des frais d'instruction fixés forfaitaires suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 [redacted] par permis, soit un total de [redacted] à verser au Compte N°001 190 2011 000 405 du CPDM à la Banque Centrale de la République de Guinée.
- D'un droit de timbre fixé suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par Km², soit au total dont :
 - [redacted] , à verser au **Compte Devise N°001 190 2011 000 134** du Trésor Public à la Banque Centrale de la République de Guinée ;
 - [redacted] payables en Franc Guinéen au taux du jour de la Banque Centrale, au Compte **N°001 190 2011 000 402** du Fonds d'Investissement Minier à la Banque Centrale de la République de Guinée.

- D'une redevance superficière annuelle fixée suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par Km² par an ([redacted] /Km²/an), soit au total : [redacted] payables en Franc Guinéen au taux du jour de la Banque Centrale de la République de Guinée, au lieu d'implantation du permis de recherche susvisé.
- Cinq copies certifiées du reçu de versement doivent être déposées obligatoirement au CPDM, pour enregistrement.
- Des Frais de publication au Journal Officiel (JO), au Compte du Service JO/SGG, à la Banque Centrale de la République de Guinée.

Article 13 : Une exonération des droits et taxes liée à l'importation des équipements et des matériels de prospection sera accordée au titulaire du présent permis, la société **GUINEO - MALIENNE D'OR – SARL**, en accord avec le Ministère en charge du Budget.

La liste des équipements et matériels sera soumise au préalable au CPDM pour avis technique.

Article 14 : Avant l'expiration de la période pour laquelle le présent permis de recherche est accordé, il pourrait y être mis fin par l'Administration Minière aux conditions suivantes :

- Tout manquement du titulaire, la société **GUINEO - MALIENNE D'OR – SARL** aux obligations lui incombant en vertu des Articles 4, 5, 6, 7, 8, 9, 10, 11, 12 et 13 ci-dessus ; et
- Les autres causes de retrait, énoncées à l'Article 88 du Code Minier.

Article 15 : Le Centre de Promotion et de Développement Miniers, la Direction Nationale des Mines, la Direction Nationale de la Géologie, la Direction Régionale des Mines et de la Géologie de Labé, les Directions Préfectorales des Mines et Carrières de Mali, sont chargés chacun en ce qui le concerne, de l'application du présent Arrêté.

Article 16 : Le présent Arrêté qui prend effet à compter de la date de sa signature, et sera enregistré et publié au Journal Officiel de la République.

Conakry, le 06 NOV. 2019 /2019

AMPLIATIONS

PRG/SGG	4
P.M	2
MEF	2
MB	2
MMG	4
CPDM	3
DNM	3
DNG	2
DRM /Labe	2
DPMC/Mali	2
Intéressé	2
JO	2/30



Abdoulaye MAGASSOUBA



ARRETE A/2020/ 2258 /MMG/SGG
PORTANT OCTROI D'UN PERMIS DE RECHERCHE MINIERE A LA
SOCIETE GUINEO - MALIENNE D'OR - SARL

LE MINISTRE

- Vu la Constitution ;
- Vu la Loi L/2011/006/CNT du 09 septembre 2011, portant Code Minier de la République de Guinée telle que modifiée par la loi L/2013/053/CNT du 08 avril 2013, portant modification de certaines dispositions du Code Minier ;
- Vu le Décret D/2014/012/PRG/SGG du 17 janvier 2014, portant gestion des Autorisations et Titres Miniers ;
- Vu le Décret D/2018/067/PRG/SGG du 21 mai 2018, portant nomination du Premier Ministre, Chef du Gouvernement ;
- Vu le Décret D/2020/122/PRG/SGG du 19 juin 2020, portant réaménagement du Gouvernement;
- Vu le Décret D/2018/171/PRG/SGG du 16 août 2018, portant attributions et Organisation du Ministère des Mines et de la Géologie ;
- Vu l'Arrêté conjoint A/2016/6074/MEF/MMG/SGG du 26 septembre 2016, fixant les taux et tarifs des droits fixes, des taxes et redevances résultant de l'octroi, du renouvellement, de la prolongation, du transfert et/ou de l'amodiation des titres miniers et autorisations ;
- Vu la demande de permis de recherche formulée par la SOCIETE GUINEO-MALIENNE D'OR - SARL, en date du 02/06/2020 ;
- Sur recommandation du Centre de Promotion et de Développement Miniers après examen et avis favorable du Comité Technique des Titres Miniers.

ARRETE

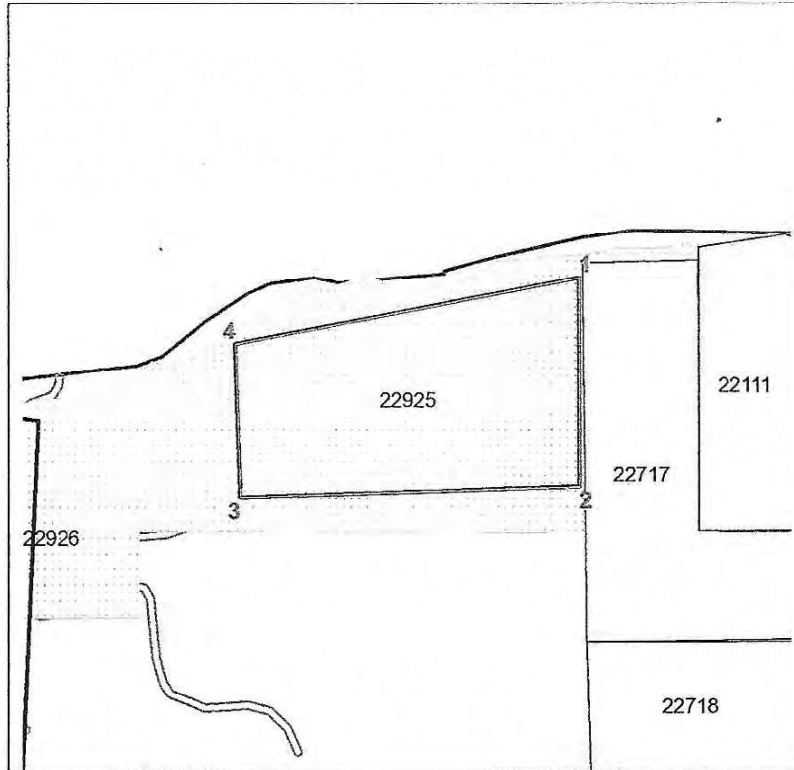
Article 1^{er} : Il est accordé à la **SOCIETE GUINEO- MALIENNE D'OR - SARL** dont le siège social est établi à l'immeuble Kaloum, 6^{ème} Avenue, quartier Almamya, Commune de Kaloum, Conakry, République de Guinée, E-mail : [redacted] _____ enregistrée au Registre de Commerce et du Crédit Mobilier sous le numéro: RCCM/GN.TCC.2019.B.0 3011 du 21 août 2019, immatriculée le 21/08/2019 sous le numéro d'identification fiscale (NIF): **798581039**, un (1) permis de recherche minière d'Or et **minéraux associés**, couvrant une superficie de **99,30 km²** dans la Préfecture de **Mali**.

Article 2 : La durée de validité du présent permis est fixée à trois (3) ans, renouvelable conformément aux dispositions visées aux Articles 23 et 24 du Code Minier. Ce permis est inscrit dans le registre des Titres Miniers ouvert à cet effet à la Division Informations Géologiques et Minières du CPDM sous le numéro **A/2020/ 123 /DIGM/CPDM**

Article 3 : Conformément au plan 1/200 000^{ème} de la feuille KENIEBA (ND-29-I), le périmètre du permis ainsi accordé est défini par les coordonnées géographiques ci-dessous :

Ordre	Lat Deg	Lat Min	Lat Sec	N/S	Long Deg	Long Min	Long Sec	O/E
1	12	25	31.97	N	- 11	33	5.50	O
2	12	20	57.50	N	- 11	33	5.50	O
3	12	20	43.60	N	- 11	40	30.21	O
4	12	24	5.12	N	- 11	40	37.16	O

Plan et limites du Permis de Recherche Industrielle (Or)



Article 4 : A compter de la date d'effet du présent permis, le titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL** a l'obligation d'exécuter conformément à la réglementation minière en vigueur, son programme des travaux et le budget relatifs à l'exploration et à la prospection, soit [redacted]

tels que soumis pour examen et approbation au CPDM.

Le début des travaux ainsi que celui de l'exécution de ce budget doivent intervenir dans un délai maximum de six (6) mois à compter de la date de signature du présent permis. Le titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL**, fera en sorte que les fonds nécessaires à l'exécution normale et ininterrompue des travaux soient toujours disponibles en Guinée et utilisables pour le projet de recherche susvisé.

Article 5 : Conformément à l'Article 194 du Code Minier, le titulaire du présent permis est tenu de faire une déclaration au préalable à la Direction Nationale des Mines, un (1) mois avant l'ouverture des travaux et trois (3) mois avant leur fermeture.

Article 6 : En plus du personnel recruté par le titulaire, l'Administration Minière mettra à sa disposition des cadres de l'encadrement et du suivi des activités sur le terrain et dont la prise en charge sera assurée par le titulaire du permis.

Article 7 : En raison de l'étendue de la zone des travaux (99,30 km²), le titulaire du présent titre a l'obligation de conduire sur le permis une étude stratégique appropriée, permettant une meilleure connaissance des ressources et réserves sur le site. Les résultats de cette étude stratégique (Schéma de disposition des sondages avec coordonnées géo-référencées bien précises, logs des sondages, résultats d'échantillons, etc.) seront consignés dans les rapports d'activités trimestriels et transmis au CPDM.

Article 8 : Conformément à l'Article 75 du Code Minier, les activités du titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL**, devront être conduites pour l'or et minéraux associés, de façon à ne pas causer de préjudice à l'activité des titulaires les plus anciens évoluant dans la zone pour des substances autres que l'or.

Article 9 : Conformément aux dispositions visées aux Articles 81 et 197 du Code Minier, pendant la validité du présent titre, le titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL** est soumis aux obligations suivantes :

- De fournir au CPDM les rapports d'activités mensuels et financiers trimestriels en cinq (5) exemplaires ;
- De faire-part au CPDM de la découverte de toute autre substance au cours des travaux de recherche ;
- De faire suivre les travaux de recherche et de prospection par la Direction Nationale de la Géologie (DNG).

Article 10 : Au titre du présent permis, les obligations du titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL**, relatives au respect de la réglementation de l'hygiène et de la sécurité des travailleurs, à la préservation de l'environnement et à la remise en état des zones affectées par les travaux sont régies conformément aux dispositions visées aux Articles 64, 104, 143 et 144 du Code Minier et à celles visées aux Articles 20, 60 et 69 du Code de l'Environnement.

Article 11 : En cas de mise en évidence d'un ou de plusieurs gisements économiquement exploitables et à la demande du titulaire, un ou plusieurs permis d'exploitation lui seront accordés conformément à la réglementation minière en vigueur.

Article 12 : Outre les dispositions ci-dessus mentionnées, le titulaire du présent permis est soumis aux paiements :

- Des frais d'instruction fixés forfaitaires suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par permis, soit un total de à verser au Compte N° 001 190 2011 000 405 du CPDM à la Banque Centrale de la République de Guinée.
- D'un droit de timbre fixé suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à par Km², soit au total dont :
 - [redacted], à verser au Compte Devise N°001 190 2011 000 134 du Trésor Public à la Banque Centrale de la République de Guinée ;
 - [redacted], payables en Franc Guinéen au taux du jour de la Banque Centrale, au Compte N°001 190 2011 000 402 du Fonds d'Investissement Minier à la Banque Centrale de la République de Guinée.

- D'une redevance superficielle annuelle fixée suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 [redacted] par Km² par an (' Km²/an), soit au total : [redacted] payables en Franc Guinéen au taux du jour de la Banque Centrale de la République de Guinée, au lieu d'implantation du permis de recherche susvisé.
- Cinq copies certifiées du reçu de versement doivent être déposées obligatoirement au CPDM, pour enregistrement.
- Des Frais de publication au Journal Officiel (JO), au Compte du Service JO/SGG, à la Banque Centrale de la République de Guinée.

Article 13 : Une exonération des droits et taxes liée à l'importation des équipements et des matériels de prospection sera accordée au titulaire du présent permis, la **SOCIETE GUINEO- MALIENNE D'OR - SARL**, en accord avec le Ministère en charge du Budget.

La liste des équipements et matériels sera soumise au préalable au CPDM pour avis technique.

Article 14 : Avant l'expiration de la période pour laquelle le présent permis de recherche est accordé, il pourrait y être mis fin par l'Administration Minière aux conditions suivantes :

- Tout manquement du titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL** aux obligations lui incombant en vertu des Articles 4, 5, 6, 7, 8, 9, 10, 11, 12 et 13 ci-dessus ; et
- Les autres causes de retrait, énoncées à l'Article 88 du Code Minier.


Article 15 : Le Centre de Promotion et de Développement Miniers, la Direction Nationale des Mines, la Direction Nationale de la Géologie, la Direction Régionale des Mines et de la Géologie de Labé, la Direction Préfectorale des Mines et Carrières de Mali, sont chargés chacun en ce qui le concerne, de l'application du présent Arrêté.


Article 16 : Le présent Arrêté qui prend effet à compter de la date de sa signature, et sera enregistré et publié au Journal Officiel de la République.

Conakry, le _____ 05 AOUT 2020 /2020

AMPLIATIONS

PRG/SGG	4
P.M	2
MEF	2
MB	2
MMG	4
CPDM	3
DNM	3
DNG	2
DRM /Labé	2
DPMC/Mali	2
Intéressé	2
JO	2/30





Abdoulaye MAGASSOUBA



ARRETE A/2020/ 2259 /MMG/SGG
PORTANT OCTROI D'UN PERMIS DE RECHERCHÉ MINIERE A LA
SOCIETE GUINEO - MALIENNE D'OR - SARL

LE MINISTRE

- [Signature]*
- Vu la Constitution ;
 - Vu la Loi L/2011/006/CNT du 09 septembre 2011, portant Code Minier de la République de Guinée telle que modifiée par la loi L/2013/053/CNT du 08 avril 2013, portant modification de certaines dispositions du Code Minier ;
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 - Vu le Décret D/2018/067/PRG/SGG du 21 mai 2018, portant nomination du Premier Ministre, Chef du Gouvernement ;
 - Vu le Décret D/2020/122/PRG/SGG du 19 juin 2020, portant réaménagement du Gouvernement ;
 - Vu le Décret D/2018/171/PRG/SGG du 16 août 2018, portant attributions et Organisation du Ministère des Mines et de la Géologie ;
 - Vu l'Arrêté conjoint A/2016/6074/MEF/MMG/SGG du 26 septembre 2016, fixant les taux et tarifs des droits fixes, des taxes et redevances résultant de l'octroi, du renouvellement, de la prolongation, du transfert et/ou de l'amodiation des titres miniers et autorisations ;
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- Sur recommandation du Centre de Promotion et de Développement Miniers après examen et avis favorable du Comité Technique des Titres Miniers.

ARRETE

Article 1^{er} : Il est accordé à la SOCIETE GUINEO-MALIENNE D'OR - SARL dont le siège social est établi à l'immeuble Kaloum, 6^{ème} Avenue, quartier Almamy, Commune de Kaloum, Conakry, République de Guinée, E-mail : [redacted]

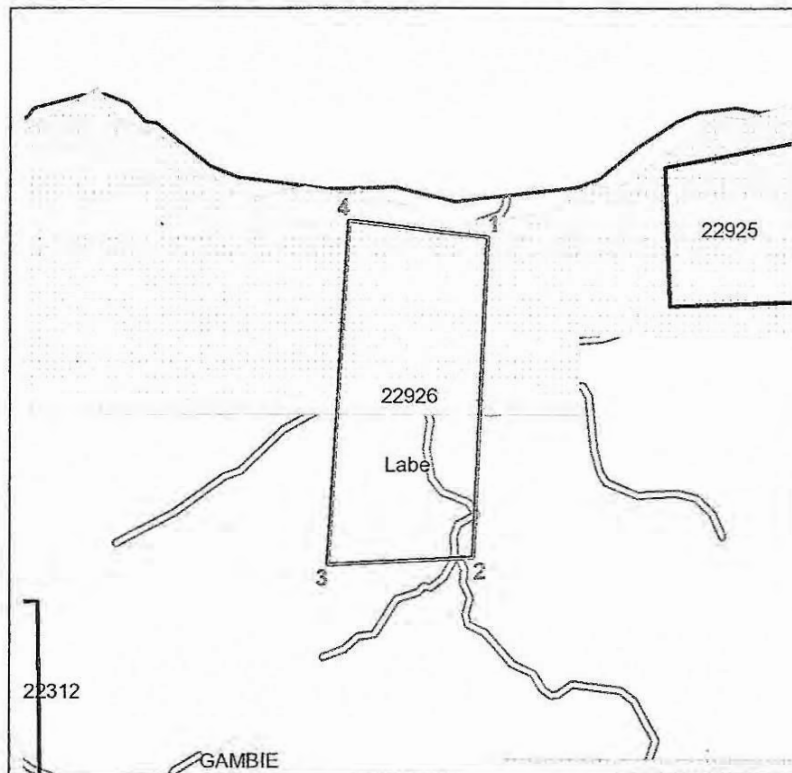
enregistrée au
Registre de Commerce et du Crédit Mobilier sous le numéro: RCCM/GN.TCC.2019.B.0
3011 du 21 août 2019, immatriculée le 21/08/2019 sous le numéro d'identification fiscale
(NIF): 798581039, un (1) permis de recherche minière d'Or et minéraux associés,
couvrant une superficie de 93,00 km² dans la Préfecture de Mali.

Article 2 : La durée de validité du présent permis est fixée à trois (3) ans, renouvelable conformément aux dispositions visées aux Articles 23 et 24 du Code Minier. Ce permis est inscrit dans le registre des Titres Miniers ouvert à cet effet à la Division Informations Géologiques et Minières du CPDM sous le numéro A/2020/ 124 -/DIGM/CPDM

Article 3 : Conformément au plan 1/200 000^{ème} de la feuille KENIEBA (ND-29-I), le périmètre du permis ainsi accordé est défini par les coordonnées géographiques ci-dessous :

Ordre	Lat Deg	Lat Min	Lat Sec	N/S	Long Deg	Long Min	Long Sec	O/E
1	12	22	24.36	N	- 11	44	54.26	O
2	12	14	38.80	N	- 11	45	15.10	O
3	12	14	28.38	N	- 11	48	47.04	O
4	12	22	48.68	N	- 11	48	15.77	O

Plan et limites du Permis de Recherche Industrielle (Or)



Article 4 : A compter de la date d'effet du présent permis, le titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL** a l'obligation d'exécuter conformément à la réglementation minière en vigueur, son programme des travaux et le budget relatifs à l'exploration et à la prospection, soit [redacted]

tels que soumis pour examen et approbation au CPDM.

Le début des travaux ainsi que celui de l'exécution de ce budget doivent intervenir dans un délai maximum de six (6) mois à compter de la date de signature du présent permis. Le titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL**, fera en sorte que les fonds nécessaires à l'exécution normale et ininterrompue des travaux soient toujours disponibles en Guinée et utilisables pour le projet de recherche susvisé.

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Article 6 : En plus du personnel recruté par le titulaire, l'Administration Minière mettra à sa disposition des cadres de l'encadrement et du suivi des activités sur le terrain et dont la prise en charge sera assurée par le titulaire du permis.

Article 7 : En raison de l'étendue de la zone des travaux (93,00 km²), le titulaire du présent titre a l'obligation de conduire sur le permis une étude stratégique appropriée, permettant une meilleure connaissance des ressources et réserves sur le site. Les résultats de cette étude stratégique (Schéma de disposition des sondages avec coordonnées géo-référencées bien précises, logs des sondages, résultats d'échantillons, etc.) seront consignés dans les rapports d'activités trimestriels et transmis au CPDM.

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Article 12 : Outre les dispositions ci-dessus mentionnées, le titulaire du présent permis est soumis aux paiements :

- Des frais d'instruction fixés forfaitaires suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par permis, soit un total de à verser au Compte N° 001 190 2011 000 405 du CPDM à la Banque Centrale de la République de Guinée.
- D'un droit de timbre fixé suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par Km², soit au total [redacted] dont :
 - [redacted] , à verser au **Compte Devise N°001 190 2011 000 134** du Trésor Public à la Banque Centrale de la République de Guinée ;
 - [redacted] payables en [redacted] au taux du jour de la Banque Centrale, au Compte N°001 190 2011 000 402 du Fonds d'Investissement Minier à la Banque Centrale de la République de Guinée.

- D'une redevance superficielle annuelle fixée suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par Km² par an (/Km²/an), soit au total : [redacted] US, payables en Franc Guinéen au taux du jour de la Banque Centrale de la République de Guinée, au lieu d'implantation du permis de recherche susvisé.
- Cinq copies certifiées du reçu de versement doivent être déposées obligatoirement au CPDM, pour enregistrement.
- Des Frais de publication au Journal Officiel (JO), au Compte du Service JO/SGG, à la Banque Centrale de la République de Guinée.

Article 13 : Une exonération des droits et taxes liée à l'importation des équipements et des matériels de prospection sera accordée au titulaire du présent permis, la **SOCIETE GUINEO- MALIENNE D'OR - SARL**, en accord avec le Ministère en charge du Budget.

La liste des équipements et matériels sera soumise au préalable au CPDM pour avis technique.

Article 14 : Avant l'expiration de la période pour laquelle le présent permis de recherche est accordé, il pourrait y être mis fin par l'Administration Minière aux conditions suivantes :

- Tout manquement du titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL** aux obligations lui incombant en vertu des Articles 4, 5, 6, 7, 8, 9, 10,11, 12 et 13 ci-dessus ; et
- Les autres causes de retrait, énoncées à l'Article 88 du Code Minier.

Article 15 : Le Centre de Promotion et de Développement Miniers, la Direction Nationale des Mines, la Direction Nationale de la Géologie, la Direction Régionale des Mines et de la Géologie de Labé, la Direction Préfectorale des Mines et Carrières de Mali, sont chargés chacun en ce qui le concerne, de l'application du présent Arrêté.

Article 16 : Le présent Arrêté qui prend effet à compter de la date de sa signature, et sera enregistré et publié au Journal Officiel de la République.

Conakry, le 05 AOUT 2020 /2020

AMPLIATIONS

PRG/SGG	4
P.M	2
MEF	2
MB	2
MMG	4
CPDM	3
DNM	3
DNG	2
DRM /Labé	2
DPMC/Mali	2
Intéressé	2
JO	2/30



Abdoulaye MAGASSOUBA

SCHEDULE “B” – LIST OF VENDORS

<u>Shareholder Name and Address</u>	<u>Number of Company Common Shares Held</u>	<u>Number of Consideration Shares</u>
<i>Redacted</i>	200	6,000,000
<i>Redacted</i>	400	12,000,000
<i>Redacted</i>	150	4,500,000
<i>Redacted</i>	200	6,000,000
<i>Redacted</i>	50	1,500,000
TOTAL	1,000	30,000,000

Schedule "C"

SCHEDULE "C" – 1% GSR ROYALTY

ROYALTY PURCHASE AGREEMENT

THIS ROYALTY PURCHASE AGREEMENT is dated with effect as of the 7th day of May, 2020.

BETWEEN:

KARITA GOLD CORP.

(the "Vendor")

- and -

[Redacted]

(the "Purchaser")

WHEREAS:

- A. The Vendor desires to sell a one percent (1%) gross smelter returns royalty (the "**Gross Royalty**") and the Purchaser desires to purchase the Gross Royalty upon and subject to the terms of the Gross Royalty Agreement between the Vendor and the Purchaser attached hereto as Schedule "A" (the "**Royalty Agreement**").

NOWHEREFORE, in consideration of the premises, covenants, agreements, representations and warranties contained in this Agreement, the parties agree as follows:

1. INTERPRETATION

- 1.1 **Definitions.** In this Agreement (including the recitals hereto) defined terms shall have the meaning ascribed thereto in this Agreement and if not defined in this Agreement shall have the meaning ascribed thereto in the Royalty Agreement.

2. PURCHASE AND SALE

- 2.1 Upon and subject to the terms of the Royalty Agreement, the Vendor hereby agrees to sell the Gross Royalty to the Purchaser, and the Purchaser hereby agrees to purchase the Gross Royalty from the Vendor.

3. PURCHASE PRICE

- 3.1 The amount payable by the Purchaser to the Vendor for the Gross Royalty will be [Redacted] (the "**Purchase Price**") to be paid by way of a cash payment of [Redacted] on the Closing Date (as hereafter defined).

4. TAXES

- 4.1 The Vendor shall be responsible on its own account to pay directly to the appropriate taxing authorities, any taxes payable directly or indirectly in connection with this Agreement or the completion of the transactions herein, including any federal or provincial transfer, sales, excise, value added, good and services, harmonized, transfer or conveyancing taxes, duties, fees and cost

5. CONVENANTS OF THE VENDOR

- 5.1 The Vendor covenants to the Purchaser that it shall not enter into any subsequent royalty transaction involving the Property (as that term is defined in the Royalty Agreement) without the prior written consent of the Purchaser.

6. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor represents and warrants to the Purchaser as follows, and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement and in concluding the purchase and sale contemplated by this Agreement:

- 6.1 **Status of Vendor.** The Vendor is a corporation duly incorporated, validly existing and in good standing under the *Canada Business Corporations Act* and has good right, full power and absolute authority to sell and set over the Gross Royalty and to enter into this Agreement and the Royalty Agreement, and to complete the transactions contemplated herein and therein.
- 6.2 **Authority to Sell.** The execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Vendor and this Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms.
- 6.3 **Sale Will Not Cause Default.** Neither the execution and delivery of this Agreement and the Royalty Agreement, nor the completion of the purchase and sale contemplated by this Agreement, will violate any of the terms and provisions of any agreement or contract to which the Vendor is currently a party, the constating documents of the Vendor, or any law, statute or any order, judgment, injunction, decree or other restriction, rule or regulation of any court or governmental agency or body having jurisdiction over the Vendor.
- 6.4 **Property.** The Vendor is the registered and beneficial owner of a 100% interest in the Property as set out in Schedule "A" to the Royalty Agreement, free and clear of all

mortgages, liens, charges, pledges, security interests, royalty burdens, conversion rights, encumbrances and other claims.

- 6.5 **Litigation.** No suit, action or other proceeding before any court or governmental agency has been commenced against the Vendor or, to the knowledge, information and belief of the Vendor, has been threatened against the Vendor or any other party, which might result in impairment or loss of the interest of the Vendor in and to the Property or which might otherwise adversely affect the Gross Royalty or the Royalty Agreement, nor does the Vendor know or ought to have known of any reasonable basis for any such action, proceeding or inquiry.
- 6.6 **Accuracy of Representations.** No document delivered by the Vendor to the Purchaser at closing in respect of the representations or warranties of the Vendor herein will contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained in the certificate being delivered pursuant to Subsection 10.1(a) not misleading.
- 6.7 **Canadian Resident.** The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

7. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Vendor as follows, and acknowledges that the Vendor is relying upon such representations and warranties in entering into this Agreement and in concluding the purchase and sale contemplated by this Agreement:

- 7.1 **Authority to Purchase.** The Purchaser has the power and capacity to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement.
- 7.2 [Redacted] . The Purchaser is [Redacted] within the meaning of the *Income Tax Act* (Canada).

8. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

- 8.1 All representations and warranties of the parties set out in this Agreement and in the certificates to be delivered pursuant to Subsections 9.1(a) and 10.1(a) shall survive the Closing for a period of two (2) years following the Closing Date, after which time no party hereto shall have any further liability hereunder with respect to such representations or warranties prior to the expiration of the said two year period, except in respect of any claim made with respect to any incorrectness in or breach of any such representation and warranty made prior to the expiration of the said two year period.

9. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE VENDOR

- 9.1 The obligation of the Vendor to complete the transactions contemplated in this Agreement shall be subject to the satisfaction, or compliance with, at or before the Closing Date, of each of the following conditions precedent (each of which is hereby

acknowledged to be inserted for the exclusive benefit of the Vendor and may be waived by it in writing in whole or in part):

- (a) The representations and warranties of the Purchaser contained in this Agreement or in any closing document shall be true, complete and accurate as and when made and at and as of the Closing Date as though such representations and warranties were made at and as of the Closing Date and all obligations, agreements and covenants of the Purchaser to be completed prior to Closing shall have been performed or completed by the Purchaser, and the Purchaser shall have delivered to the Vendor a certificate to such effect signed by the Purchaser.
- (b) The Vendor shall have received at the Closing Date from the Purchaser the following:
 - (i) the Purchase Price; and
 - (ii) the Royalty Agreement in the form attached hereto as Schedule "A" duly executed and delivered by the Purchaser, and such other documents, certificates, receipts and other instruments dated as of the Closing Date as would be usual in respect of the transactions contemplated herein or as the Vendor may reasonably require.

10. CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE PURCHASER

10.1 The obligation of the Purchaser to complete the transactions contemplated in this Agreement shall be subject to the satisfaction, or compliance with, at or before the Closing Date, of each of the following conditions precedent (each of which is hereby acknowledged to be inserted for the exclusive benefit of the Purchaser and may be waived by the Purchaser in writing, either in whole or in part):

- (a) Each of the representations and warranties of the Vendor contained in this Agreement or in any closing document shall be true, complete and accurate as and when made and at and as of the Closing Date as though such representations and warranties were made at and as of the Closing Date and all obligations, agreements and covenants of the Vendor to be completed prior to Closing shall have been performed or completed by the Vendor, and the Vendor shall have delivered to the Purchaser a certificate to such effect signed by an executive officer.
- (b) The Purchaser shall have received at the Closing from the Vendor the Royalty Agreement in the form attached hereto as Schedule "A", duly executed and delivered by the Vendor and such other documents, certificates, receipts and other instruments dated as of the Closing Date as would be usual in respect of the transactions contemplated herein or as the Purchaser may reasonably require.

11. FAILURE TO SATISFY CONDITIONS

- 11.1 If any condition set forth in Sections 9.1 or 10.1 is not satisfied at the Closing, or if it becomes apparent that any such condition cannot be satisfied at the Closing, the party entitled to the benefit of such condition (the "**First Party**") may terminate this Agreement by notice in writing to the other party or parties, and in such event:
- (a) unless the other party or parties can show that the condition or conditions which have not been satisfied and for which the First Party has terminated this Agreement are reasonably capable of being performed or caused to be performed by the First Party or have not been satisfied by reason of a default by the First Party hereunder, the First Party shall be released from all obligations hereunder; and
 - (b) unless the First Party can show that the condition or conditions which have not been satisfied and for which the First Party has terminated this Agreement are reasonably capable of being performed or caused to be performed by the other party or parties or have not been satisfied by reason of a default by the other party or parties hereunder, then the other party or parties shall also be released from all obligations hereunder.

12. CLOSING

- 12.1 **Time of Closing.** Subject to the terms and conditions of this Agreement, the transaction herein will be completed at a closing (the "**Closing**") to be held at 11:00am local time in Bedford, Nova Scotia, on May 7, 2020 or at such other time and date agreed upon in writing between the parties (the "**Closing Date**").
- 12.2 **Place of Closing.** The Closing will take place at the offices of the Vendor in Bedford, Nova Scotia. The parties agree that the place of closing is chosen for convenience and shall not in any way be construed as altering the intention of the parties to have the application of the laws of [redacted] govern this Agreement and the Royalty Agreement.
- 12.3 **Costs.** Except as otherwise set forth herein, the Vendor and Purchaser agree that each party shall bear its own costs related to this Agreement and the transactions contemplated herein, including but not limited to legal costs.

13. FURTHER ASSURANCES

- 13.1 The parties agree to execute such further and other documents and do such further and other things as may be reasonably necessary to carry out and give effect to the intent of this Agreement.

14. NOTICE

14.1 All notices or other communications called for or contemplated by this Agreement shall be in writing and shall be given by facsimile transmission or be personally served or mailed by prepaid, registered post addressed to:

(a) in the case of the Vendor:

Karita Gold Corp.
1550 Bedford Highway, Suite 802
Bedford, Nova Scotia B4A 1E6

Attention: President
Fax: [Redacted]

(b) in the case of the Purchaser:

[Redacted]

14.2 This Agreement constitutes the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no collateral agreements other than as expressly set forth or referred to in this Agreement.

14.3 No amendment of this Agreement will be binding unless made in writing by each of the parties to this Agreement.

15. ASSIGNMENT

15.1 The Purchaser may assign this Agreement without the prior written consent of the Vendor.

16. TIME OF THE ESSENCE

16.1 Time will be of the essence in this Agreement.

17. APPLICABLE LAW

17.1 This Agreement will be governed by and interpreted in accordance with the laws of [redacted] and the laws of Canada applicable therein.

18. NO CONTRA PROFERENTUM

- 18.1 Neither a provision of this Agreement nor a provision of the Royalty Agreement can be construed to the disadvantage of a party merely because that party was responsible for the preparation of either this Agreement or the Royalty Agreement or the inclusion of a provision in either this Agreement or the Royalty Agreement.

19. INDEPENDENT ADVICE

- 19.1 Each party acknowledges that it has been free to secure independent legal advice and other advice as to the content and effect of this Agreement and the Royalty Agreement and that it has either taken such independent legal and other advice or dispensed with the necessity of doing so. Each party acknowledges that all of the provisions of this Agreement and the Royalty Agreement have been negotiated as between the parties and are part of the overall intention of the parties in connection with this Agreement and the Royalty Agreement.

20. SUCCESSORS AND ASSIGNS

- 20.1 This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

21. HEADINGS

- 21.1 The headings appearing in this Agreement are inserted for convenience of reference only and will not affect the interpretation of this Agreement.

22. COUNTERPARTS/ELECTRONIC DELIVERY

- 22.1 This Agreement and any certificate or other writing delivered in connection with this Agreement may be executed in any number of counterparts and any party to this Agreement may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts of this Agreement or such other writing, as the case may be, taken together will be deemed to be one and the same instrument. The execution of this Agreement or any other writing by any party will not become effective until all counterparts, as the case may be, have been executed by all the parties to this Agreement. A copy of this Agreement delivered by facsimile or other electronic means and bearing a copy of the signature of a party to this Agreement shall for all purposes be treated and accepted as an original copy thereof.

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

KARITA GOLD CORP.

SCHEDULE "A"

Gross Royalty Agreement

GROSS ROYALTY AGREEMENT

THIS ROYALTY AGREEMENT dated with effect as of the 7th day of May, 2020.

BETWEEN:

KARITA GOLD CORP.
(the "Grantor")

- and -

[Redacted]
(the "Grantee")

WHEREAS:

A. The Grantor is the registered and beneficial owner of a 100% interest in and to certain assets, including certain mineral permits as more particularly set out in Schedule "A" hereto; and

B. The Parties have entered into a Royalty Purchase Agreement dated effective May 7, 2020 (the "Purchase Agreement") which provides that on the Closing Date (defined therein) the Parties will enter into this Royalty Agreement whereby the Grantor shall grant and pay to the Grantee a gross royalty on the Property upon and subject to the terms and conditions set forth herein;

NOWHEREFORE, in consideration of the premises and the covenants, agreements, representations and warranties contained in this Agreement, the parties agree as follows:

1. INTERPRETATION

1.1 Definitions.

In this Royalty Agreement, unless otherwise provided:

- (a) "Accepted Accounting Standards" means International Financial Reporting Standards as adopted by the International Accounting Standards Board;
- (b) "Additional Property Area" means the area in the country of Guinea (as that country is constituted as at the date of this Agreement) that is situated within or at the boundaries of the outlined map area set out in Schedule "B" hereto;
- (c) "Affiliate" means as to any Person, any other Person which, directly or indirectly, controls, is controlled by, or is under common control with such Person;
- (d) "Business Day" means a day that is not a Saturday, Sunday or any other day which is a statutory holiday in [redacted] ;
- (e) "COMEX" means Commodity Exchange Inc. of the New York Mercantile Exchange;

- (f) “Commercial Production” means and is deemed to have been achieved when the concentrator processing Minerals from the Property for other than testing purposes has operated for 30 days from the first Minerals from the Property entering the primary processing facility or 14 consecutive days of the processing facility operating at 50% of rated capacity, whichever comes first;
- (g) “Governmental Body” means any national, state, regional, municipal or local government, governmental department, commission, board, bureau, agency, authority or instrumentality, or any Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any of the foregoing entities, including all tribunals, commissions, boards, bureaux, arbitrators and arbitration panels, and any authority or other Person controlled by any of the foregoing;
- (h) “Grantor” shall refer to Karita Gold Corp. and its subsidiaries and any and all successors in interest, including without limitation assignees, partners, joint venture partners, lessees, and when applicable, mortgagees and all Affiliates having or claiming an interest in the Property;
- (i) “Gross Smelter Returns” means gross revenues from the sale or deemed sale of all Minerals produced from the Property, as determined in accordance with Section 2.2;
- (j) “GSR Royalty” means a gross royalty in the amount of one percent (1%) of the Gross Smelter Returns;
- (k) “LME” means the London Metal Exchange;
- (l) “London Bullion Market” means the international Over-the-Counter market for gold and silver on the London Bullion Market Association;
- (m) “Loss” means an insurable loss of or damage to Minerals, whether or not occurring on or off the Property and whether the Minerals are in the possession of the Grantor or otherwise;
- (n) “Minerals” means Precious Metals and Other Minerals;
- (o) “Other Minerals” means all Minerals and the benefited products thereof other than Precious Metals (including any minerals, and mineral rights of whatever kind and nature in, under or upon the surface or subsurface of the Property including, without limitation industrial minerals, rare earth minerals, gems, diamonds, base metals, industrial metals, commercially valuable rock, aggregate, clays and diatomaceous earth, and other minerals which are mined, excavated, extracted or otherwise recovered);
- (p) “Party” or “Parties” means one or more of the parties to this Royalty Agreement;
- (q) “Payor” has the meaning provided in Section 2.2;
- (r) “Person” means an individual, a partnership, a corporation, a Governmental Body, a trustee, any unincorporated organization and the heirs, executors, administrators or other legal representatives of an individual and words importing "Person" have similar meaning;

- (s) “Precious Metals” means gold, silver, and platinum group metals;
- (t) “Property” means those mineral permits set out in Schedule “A” to this Royalty Agreement together with any present or future renewal, extension, modification, substitution, amalgamation, succession, conversion, demise to lease, renaming or variation of any of those mineral permits or additional acquired interests that derive directly or indirectly from those mineral permits or additional acquired interests (whether granting or conferring the same, similar or any greater rights and whether extending over the same or a greater or lesser domain) and shall automatically include any mining claim, license, lease, grant, concession, permit, patent, or other mineral property or any other mining right or interest acquired by Grantor or any successor or assignee of Grantor from time to time that is located within or at the boundaries of the Additional Property Area in accordance with Section 3.7;
- (u) “Purchase Agreement” has the meaning provided in the Recitals to this Royalty Agreement;
- (v) “Grantee” shall refer to [Redacted] successors in interest, including without limitation any assignees;
- (w) “Royalty Agreement” means this Gross Royalty Agreement; and
- (x) “Sale” means the transfer of ownership of Minerals by or on behalf of the Grantor or any Affiliate of the Grantor to a Person, whether or not an Affiliate of the Grantor, and is deemed to include a deemed transfer of the ownership of the Minerals transported off the Property that Grantor elects to have credited to or held for its account by a smelter, refiner or broker, and is also deemed to include any Loss prior to any transfer or deemed transfer of ownership of the Minerals; but a deemed sale shall arise only as the result of a voluntary election on the part of Grantor and shall not arise in circumstances in which a delay in transfer of ownership or in payment to Grantor is caused by the acts or omissions of an unrelated Person; and "Sold" means subject to a Sale.

1.2 Schedules

Schedule “A” and Schedule “B” which are attached to this Royalty Agreement are by reference incorporated into and form part of this Royalty Agreement.

1.3 Governing Law

This Royalty Agreement will in all respects be governed by and be construed in accordance with the laws in force in the Province of [redacted] and the federal laws of Canada applicable in such Province.

1.4 Severability

If any one or more of the provisions contained in this Royalty Agreement is held to be invalid, illegal or unenforceable in any respect under the laws of any jurisdiction, the validity, legality and enforceability of such provision will not in any way be affected or

impaired thereby under the laws of any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

1.5 Calculation of Time

If any time period set forth in this Royalty Agreement ends on a day of the week that is not a Business Day, then notwithstanding any other provision of this Royalty Agreement, such period will be extended until the end of the next following day that is a Business Day.

1.6 Headings

The headings to the articles and sections of this Royalty Agreement are inserted for convenience only and will not affect the construction hereof.

1.7 Other Matters of Interpretation

In this Royalty Agreement:

- (a) the singular includes the plural and vice versa;
- (b) the masculine includes the feminine and vice versa;
- (c) references to "Article", "Section" and "Subsection" are to articles, sections and subsections of this Royalty Agreement, respectively;
- (d) all provisions requiring a Party to do or refrain from doing something will be interpreted as the covenant of that Party with respect to that matter notwithstanding the absence of the words "covenants" or "agrees" or "promises";
- (e) all provisions requiring a Party to do something will be interpreted as including the covenant of that Party to cause that thing to be done when the Party cannot directly perform the covenant but can indirectly cause that covenant to be performed, whether by an Affiliate under its control or otherwise; and
- (f) the words "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions when used in this Royalty Agreement refer to the whole of this Royalty Agreement and not to any particular Article, Section, Subsection, Appendix or portion thereof.

2. **GROSS ROYALTY**

2.1 Gross Royalty

The Grantor hereby grants and agrees to pay the GSR Royalty to the Grantee, subject to the terms and conditions specified in this Royalty Agreement.

2.2 Gross Smelter Returns

For the purposes of this Royalty Agreement, "Gross Smelter Returns", shall be determined,

- (a) in the case of Precious Metals, by multiplying (i) the gross number of troy ounces of Precious Metals recovered from production from the Property during the preceding calendar quarter ("Quarterly Production") delivered to the smelter, refiner, processor, purchaser or other Grantee of such production, or an insurer as a result of casualty to such production (collectively, "Payor"), by (ii) for gold, the average of the London Bullion Market, Afternoon Fix, spot prices, expressed in U.S. dollars, reported for that calendar quarter, and for all other Precious Metals, the average of the COMEX final spot prices, expressed in U.S. dollars, reported for that calendar quarter for the particular Mineral for which the price is being determined. If for any reason the London Bullion Market does not report spot pricing for gold, then the Parties shall mutually agree upon an appropriate pricing entity or mechanism that accurately reflects the market value of gold. If for any reason the COMEX does not report spot pricing for a particular Precious Metal (other than gold), then the Parties shall mutually agree upon an appropriate pricing entity or mechanism that accurately reflects the market value of any such Precious Metal.
- (b) in the case of Other Minerals, by multiplying (i) the gross amount of the particular Other Mineral contained in the Quarterly Production delivered to the Payor during the preceding calendar quarter by (ii) the average of the LME final daily spot prices, expressed in U.S. dollars, reported for that calendar quarter of the appropriate Other Mineral. If for any reason the LME does not report spot pricing for a particular Other Mineral, then the Parties shall mutually agree upon an appropriate pricing entity or mechanism that accurately reflects the market value of any such Other Mineral.

2.3 Interest in the Property

The Parties intend that the GSR Royalty, to the extent permissible under applicable laws, constitutes an interest in the Property and, accordingly agree that:

- (a) the GSR Royalty will run with the title to the Property so that any disposition or transfer of the Property, or any interest therein, shall be subject to the GSR Royalty; for greater certainty, it is the intent of the Parties hereto that, to the extent allowed by law, the GSR Royalty shall constitute a vested interest in and a covenant running with the land affecting the Property and all successions thereof whether created privately or through governmental action; and would continue to apply under any transfer or assignment of the Property by the Grantor pursuant to receivership, bankruptcy or any other creditor protection transaction to which the Grantor may become party to; and

- (b) any sale or other disposition by the Grantor of any interest in the Property will be effective only in accordance with Section 4.2 hereof; and
- (c) for purposes of giving notice of the existence of the GSR Royalty to third Persons, to secure payment of the GSR Royalty and to broadly protect the rights of the Grantee to receive the GSR Royalty as contemplated herein, the Grantor shall register the GSR Royalty with all available mining registries and recorders against the Property, and at such time as any mining permits comprising the Property are converted to any successor form, the Grantor shall within ten (10) days of the issuance of any successor form register the GSR Royalty against title to the lands which are subject to that successor form; and
- (d) if any additional mining claim, license, lease, grant, concession, permit, patent, or other mineral property or any other mining right or interest hereafter becomes a part of the Property pursuant to Section 3.7, the Grantor agrees to execute and deliver such document or documents as the Grantee may reasonably request to acknowledge that the GSR Royalty is applicable thereto including, without limitation, any registration or recording document of the nature contemplated in Subsection 2.3(c).

2.4 Term

- (a) The GSR Royalty hereby created shall exist in perpetuity. If any right, power or interest of either party under this Royalty Agreement would violate the rule against perpetuities or equivalent rule under applicable law, then such right, power or interest shall terminate at the expiration of 20 years after the death of the last survivor of all the lineal descendants of Her Majesty, Queen Elizabeth II of England, living on the date of this Agreement.

3. OPERATION OF THE PROPERTY

3.1 Operations

All decisions concerning methods, the extent, times, procedures and techniques of any: (i) exploration, development and mining related to the Property, (ii) leaching, milling, processing or extraction treatment; and (iii) materials to be introduced on or to the Property or produced therefrom and, all decisions concerning the Sale or other dispositions of Minerals from the Property, shall be made by the Grantor, acting in a commercially reasonable manner and in accordance with good mining industry and engineering practices in the circumstances.

The Grantor shall have the right, acting reasonably, to determine the timing and the manner of any production from the Property and all related exploration, development, operational and mining activities. Nothing in this Agreement shall require the Grantor to explore, develop or mine or continue operations on the Property or to process ores from the Property.

The Grantor may, but will not be obligated to treat, mill, heap leach, sort, concentrate, refine, smelt, or otherwise process, beneficiate or upgrade Minerals at sites located on or off the Property, prior to a Sale. The Grantor will not be liable for Mineral values lost in processing under sound practices and procedures and no GSR Royalty will be due on any such lost Mineral values.

3.2 Sales to or Processing by Affiliates

The Grantor will be permitted to sell Minerals in the form of raw ore, doré, precipitates or other intermediate products or concentrates to an Affiliate of the Grantor, provided that such Sales will be deemed, for the purposes of this Royalty Agreement, to have been Sold at prices and on terms no less favourable to the Grantor than those that would be extended by an unaffiliated third Person in an arm's length transaction under similar circumstances. The Grantor will be permitted to contract with an Affiliate of the Grantor or an unaffiliated third Person for the smelting or other processing of Minerals, provided that such contract is on an arm's length basis at market terms and provided that such sale will not interfere with the GSR Royalty payments to the Grantee.

3.3 Commingling

Grantor shall not have the right to commingle Precious Metals and Other Minerals from the Property with minerals from other properties without the written permission of the Grantee, acting reasonably. Before any Precious Metals or Other Minerals produced from the Property are commingled with minerals from other properties, the Precious Metals or Other Minerals produced from the Property shall be measured and sampled in accordance with sound mining and metallurgical practices for moisture, metal, commercial minerals and other appropriate content, applied on a consistent basis. Representative samples of the Precious Metals or Other Minerals shall be retained by Grantor and assays (including moisture and penalty substances) and other appropriate analyses of these samples shall be made before commingling to determine gross metal content of Precious Metals or gross metal or mineral content of Other Minerals. Grantor shall retain such analyses for a reasonable period of time, but not less than twenty four (24) months, after receipt by the Grantee of the GSR Royalty paid with respect to such commingled Minerals from the Property, and shall retain such samples taken from the Property for not less than thirty (30) days after collection.

3.4 New Mineral Resources or Reserves

If Grantor establishes a mineral resource or mineral reserve on any of the Property, Grantor shall provide to Grantee copies of the reports pertaining to such resource or reserve as soon as practicable but not later than sixty (60) days after the establishment of same.

3.5 Reporting

- (a) Annual Reports: No later than ninety (90) days after the end of each calendar year, Grantor shall provide to Grantee with an annual report of activities and operations conducted with respect to the Property during such preceding calendar

year, and from time to time shall provide such additional information as Grantee may reasonably request. Such annual report shall include details of:

- (i) the preceding year's activities with respect to the Property; and
 - (ii) ore reserve data for the calendar year just ended; and
 - (iii) estimates of anticipated production and estimated remaining ore reserves with respect to proposed activities for the Property for the current calendar year.
- (b) Monthly Reports: No later than the tenth day of each month, Grantor shall provide to the Grantee with copies of Grantor's monthly operating reports for any mine located on the Property.
- (c) Grantee hereby undertakes to treat reports received pursuant to this Section 3.5 as "confidential information" as such term is defined in Section 10.2 of this Agreement.

3.6 Stockpiling and Tailings

All stockpiling, tailings, residues, waste rock, spoiled leach materials, and other materials (collectively "Materials") resulting from Grantor's operations and activities on the Property shall be the sole property of Grantor, but shall remain subject to the GSR Royalty should the Materials be processed or reprocessed, as the case may be, in the future and result in the production and Sale or other disposition of Precious Metals or Other Minerals. Notwithstanding the foregoing, Grantor shall have the right to dispose of Materials from the Property on or off of the Property and to commingle the same (as provided herein) with materials from other properties. In the event Materials from the Property are processed or reprocessed, as the case may be, and regardless of where such processing or reprocessing occurs, the GSR Royalty payable thereon shall be determined on a pro rata basis as determined by using the best engineering and technical practices then available. In the event that Grantor stockpiles Materials, it shall ensure the security for the site in accordance with normal business practice.

3.7 Additional Property Subject to Royalty and Royalty Applies to Reacquisition

If at any time Grantor or any successor or assignee of Grantor stakes, applies for, obtains or otherwise acquires, directly or indirectly, any right to or interest in any mining claim, license, lease, grant, concession, permit, patent, or other mineral property or any other mining right or interest that is located within or at the geographical boundaries of the Additional Property Area then such rights or interests shall thereafter become part of the Property and be subject to the GSR Royalty.

In addition, should any portion of any part of any mining claim, license, lease, grant, concession, permit, patent, or other mineral property or any other mining right or interest held or acquired by Grantor or any successor or assignee of Grantor be situated in any part on the outlined boundary of or be located in any part within the Additional Property

Area then the entirety of that particular mining claim, license, lease, grant, concession, permit, patent, or other mineral property or any other mining right or interest shall become part of the Property and be subject to the GSR Royalty including any portion of that particular mining claim, license, lease, grant, concession, permit, patent, or other mineral property or any other mining right or interest that would have otherwise been situated beyond the boundary of the Additional Property Area.

As shown for reference in Schedule "B" hereto, the Additional Property Area excludes that limited portion of area otherwise contained within the Additional Property Area to such extent that said portion of area is covered by permit A2017/055/DIGM/CPDM as such permit is constituted and held by IAMGOLD Corporation as at the date of this Agreement.

In the event Grantor or any successor or assignee of Grantor surrenders, allows to lapse or otherwise terminates its interest in any portion or all of the Property and within a period of five (5) years from the date of such surrender, lapse or other termination, reacquires a direct or indirect interest in respect of the area covered by the former Property, then the GSR Royalty shall apply to such interest so acquired. Grantor shall give written notice to Grantee within ten (10) days of any acquisition or reacquisition of Property.

4. **ASSIGNMENT**

4.1 Assignment by Grantee

Grantee may transfer, assign or sell all or any portion of the GSR Royalty, indefinitely or for a stated period of time or up to a specified dollar amount, provided that the party to which an interest in the GSR Royalty is being transferred, assigned or sold to agrees to be bound by all of the terms and conditions of this Royalty Agreement and that party shall have the same rights to enforce this Royalty Agreement as Grantee.

4.2 Assignment by Grantor

The Grantor may transfer, sell, assign or otherwise dispose of all or any portion of its interest in the Property provided that the transferee agrees to be bound by all of the terms and conditions of this Royalty Agreement.

5. **PAYMENTS**

5.1 Accrual of Payment Obligation

The obligation to pay the GSR Royalty will accrue upon the first to occur of:

- (a) the Sale of Minerals; or
- (b) the out-turn of refined metals by a refinery to the Grantor's pool account in respect of Minerals.

Where the Sale of Minerals or the out-turn of refined metals is made on a provisional basis, the amount of the GSR Royalty payable will be based upon the amount of refined metal (or other Minerals) credited by such provisional settlement, but will be adjusted to account for the amount of refined metal (or other Minerals) established by final settlement by the refinery or by the Grantee of other Minerals, as the case may be. The payment of the GSR Royalty based on a deemed transfer of title to Minerals transported off the Property that Grantor elects to have credited to or held for its account by a smelter, refiner or broker will be final (subject to Section 5.4) and shall not be considered provisional.

5.2 Payments

Payments made on account of the GSR Royalty will be calculated and paid in cash quarterly on the 30th day after the end of each calendar quarter (being March 31st, June 30th, September 30th and December 31st) in which the obligation to pay the same accrued. GSR Royalty payments will be accompanied by a statement showing in reasonable detail:

- (a) the quantities and grades of Precious Metals and Other Minerals mined, estimated processing recovery rates, and Precious Metals and Other Minerals produced and Sold or deemed Sold by the Grantor during such calendar quarter; and
- (b) the average quarterly price for the applicable Precious Metals and Other Minerals determined as herein provided on which GSR Royalty is due; and
- (c) a detailed statement explaining the calculation of the GSR Royalty payment; and
- (d) other pertinent information in sufficient detail to explain the calculation of the GSR Royalty payment.

5.3 Inspection of Records; Site Visits

The Grantee shall have the right upon reasonable notice to Grantor, to inspect and copy all books, records, technical data, information and materials (the "Data") pertaining to Grantor's activities with respect to the Property; provided that such inspections shall not unreasonably interfere with Grantor's activities with respect to the Property. Grantor makes no representations or warranties to Grantee concerning any of the Data or any information contained in the annual reports, and Grantee agrees that if it elects to rely on any such Data or information, it does so at its sole risk. If any such inspection reveals that GSR Royalty payments for any calendar quarter are underpaid by more than two percent (2%), Grantor shall reimburse Grantee for its reasonable costs incurred in such inspection. Grantee shall be entitled to enter the mine workings and structures on the Property during the aforementioned inspection, but Grantee shall so enter at its own risk and shall indemnify and hold Grantor and its Affiliates harmless against and from any and all loss, costs, damage, liability and expense (including but not limited to reasonable attorneys' fees and costs) by reason of injury to the agents or representatives of Grantee or damage to or destruction of any property of Grantee or its agents or representatives while on the Property on or in such mine workings and structures, unless such injury, damage, or destruction is a result, in whole or in part, of the negligence or wilful

misconduct of Grantor, its agents or representatives, or of third parties who are on the Property with or without Grantor's consent.

5.4 Adjustments

All GSR Royalty payments will be considered final and in full satisfaction of all obligations of the Grantor with respect thereto, unless the Grantee gives the Grantor written notice describing and setting forth a specific objection to the determination thereof within one year after receipt by the Grantee of the quarterly royalty statement referred to in Section 5.2. If the Grantee objects to a particular quarterly statement as herein provided, the Grantee will, for a period of sixty (60) days after the Grantor receives notice of such objection but no later than the conclusion of the aforementioned one-year period, have the right, upon reasonable notice and at a reasonable time, to have the Grantor's accounts and records relating to the calculation of the GSR Royalty in question audited by an independent firm of certified public accountants knowledgeable in the mining industry selected by the Grantee and who enters into a confidentiality undertaking substantially in the terms of Section 10.2. If such audit determines that there has been a deficiency or an excess in the payment made to the Grantee, such deficiency or excess will be resolved by adjusting the next quarterly GSR Royalty payment due hereunder. The Grantee will pay all costs of such audit unless a deficiency of two percent (2%) or more of the amount due to the Grantee is determined to exist. The Grantor will pay the costs of such audit if a deficiency of two percent (2%) or more of the amount due is determined to exist. Failure on the part of the Grantee to make claim on the Grantor for adjustment in such one-year period will establish the correctness of the payment and preclude the filing of exceptions thereto or making of claims for adjustment thereon, provided that nothing herein will limit the Grantee's rights arising out of fraud or gross negligence.

5.5 Currency of Payments

All payments to be made under this Royalty Agreement shall be made in U.S. dollars.

5.6 Wire Transfer

Payments hereunder will be made without demand, notice, set-off, or reduction, by wire transfer in good, immediately available funds, to such account or accounts as Grantee may designate pursuant to wire instructions provided by Grantee to Grantor not less than three (3) Business Days prior to the date upon which such payment is to be made as described under Section 5.2.

5.7 Hedging Transactions

All profits and losses resulting from Grantor's sales of Precious Metals or Other Minerals, or Grantor's engaging in any commodity futures trading, options trading, or metals trading, or any combination thereof, and any other hedging transactions including trading transactions designed to avoid losses and obtain possible gains due to metal price fluctuations (collectively, "Hedging Transactions") are specifically excluded from GSR Royalty calculations pursuant to this Agreement. All Hedging Transactions by Grantor

and all profits or losses associated therewith, if any, shall be solely for Grantor's account and shall not affect the calculation and payment of the GSR Royalty hereunder.

5.8 Books and Records

All books and records used by Grantor to calculate the GSR Royalty due hereunder will be kept according to Acceptable Accounting Standards consistently applied.

6. **REGISTRATION**

6.1 Registration

Grantor acknowledges its obligations described under Subsection 2.3(c) to register the GSR Royalty against the Property, and further acknowledges that Grantee shall also have independent right to make such registration as he may deem appropriate acting reasonably with any appropriate Governmental Body. The parties agree to cooperate with respect to any documentation that is reasonably necessary for registration of the GSR Royalty.

7. **THIRD-PARTY ROYALTY INTERESTS**

7.1 Third-Party Royalty Interests

Grantor agrees and covenants that it shall not enter into any royalty transaction or grant any royalty to a third-party as it involves the Property without the prior written consent of Grantee, such consent at the discretion of Grantee.

8. **INDEMNITY**

8.1 Indemnity

Subject to Section 5.3, the Grantor agrees that it will defend, indemnify, reimburse and hold harmless the Grantee, his agents and employees and any successors and assigns (collectively the "indemnified parties"), and each of them, for, from and against any and all claims, demands, liabilities, actions and proceedings, that may be made or brought against the Grantee or which it may sustain, pay or incur that result from or relate to operations conducted on or in respect of the Property that result from or relate to the exploration, mining, handling, transportation, smelting or refining of the Minerals or the handling or transportation of the Minerals, including without limitation claims, demands, liabilities, actions and proceedings, in any way arising from or connected with any non-compliance with environmental laws or any contaminants or hazardous substances on, in or under the Property or the soil, sediment, water or groundwater forming part thereof, whether in the past, present or future, or any contaminants or hazardous substances on any other lands or areas having originated or migrated from the Property or the soil, sediment, water or groundwater forming part thereof.

8.2 Limitation

The indemnity provided in Section 8.1 is limited to claims, demands, liabilities, actions and proceedings that may be made or taken against an indemnified party in its capacity as or related to the Grantee as a holder of the GSR Royalty and will not include any indemnity in respect of any claims, demands, liabilities, actions and proceedings against an indemnified party in any other capacity.

9. TITLE MAINTENANCE

9.1 Title Maintenance and Taxes

The Grantor shall:

- (a) maintain title to the Property, including without limitation, paying when due all taxes, duties or other payments on or with respect to the Property and doing all things and making any investments required by applicable laws or regulations or appropriate to maintain the right, title and interest of the Grantor and the Grantee, respectively, in the Property and under this Royalty Agreement; and
- (b) perform all required assessment work (whether statutory or contractual), pay all maintenance fees and make such filings and recordings on the Property as are necessary to maintain title to the Property in accordance with applicable laws and regulations.

10. MISCELLANEOUS

10.1 Dispute Resolution

- (a) Any dispute, controversy or claim between the Grantee and the Grantor, arising out of or relating to this Royalty Agreement, or the execution, interpretation, breach, termination, or invalidity thereof, shall be determined by arbitration in accordance with the [redacted] or any successor or replacement legislation which may be in force, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the relevant party or its assets. The place of arbitration shall be [redacted] and the arbitration shall be conducted in the English language.
- (b) Nothing in this provision shall prevent any Party from seeking conservatory or interim measures, including, but not limited to, attachments, temporary restraining orders or preliminary injunctions or their equivalent, from any court having jurisdiction thereof, whether before or after the arbitral tribunal is constituted.

10.2 Confidentiality

Save and except information available in the public domain, all other such information including but not limited to data, reports, records, feasibility studies and test results relating to the Property and the activities of the Grantor or any other Party thereon,

hereinafter be referred to as "confidential information," disclosed by the Grantor to the Grantee will be treated by the Grantee as confidential and will not be disclosed to any Person not a Party to this Royalty Agreement, except in the following circumstances:

- (a) Grantee may disclose confidential information to its auditors, legal counsel, institutional lenders, brokers, underwriters and investment bankers, provided that such non-party users are advised of the confidential nature of the confidential information, undertake to maintain the confidentiality thereof and are strictly limited in their use of the confidential information to those purposes necessary for such non-party users to perform the services for which they were retained by the Grantee; and
- (b) Grantee may disclose confidential information, issue a press release or make or file any other statement containing confidential information (a "release") where that release is necessary to comply with his disclosure obligations and requirements and/or those of his Affiliates under any securities laws, rules or regulations or stock exchange listing agreements, policies or requirements or in relation to proposed credit arrangements; and
- (c) Grantee may disclose confidential information that becomes part of the public domain by no act or omission in breach of Section 10.2 or that Grantee receives from a third Person not under a duty of non-disclosure or that Grantee independently develops without the use of or access to Grantor's confidential information.

10.3 No Partnership

This Royalty Agreement is not intended to and will not be deemed to create any partnership between or among the Parties including, without limitation, a mining partnership or commercial partnership. The obligations and liabilities of the Parties will be several and not joint and no Party will have or purport to have any authority to act for or to assume any obligations or responsibility on behalf of any other Party. Nothing herein contained will be deemed to constitute a Party the partner, agent or legal representative of the other Parties or to create any fiduciary relationship between or among the Parties.

10.4 Notice

Any notice, demand, consent or other communication ("Notice") given or made under this Royalty Agreement:

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be delivered by one party to the other party by hand or by courier or by facsimile to the address or number below or the address or number last notified by the receiving party to the delivering party:

(i) to the Grantor:

Karita Gold Corp.
802-1550 Bedford Highway
Bedford, Nova Scotia B4A 1E6

Attention: Gregory P. Isenor

(ii) to the Grantee:

[Redacted]

(c) Any notice will be deemed to have been given and received:

- (i) if personally delivered, then on the day of personal service to the Grantee party, provided that if such date is a day other than a Business Day such notice will be deemed to have been given and received on the first Business Day following the date of personal service; or
- (ii) if by pre-paid registered mail, then the first Business Day, after the expiration of five (5) days following the date of mailing; or
- (iii) if sent by facsimile transmission and successfully transmitted prior to 4:00 pm on a Business Day where the Grantee is located, then on that Business Day, and if transmitted after 4:00 pm on a Business Day where the Grantee is located or on the day that is not a Business Day where the Grantee is located, then on the first Business Day following the date of transmission.

A Party may at any time change its address for future Notices hereunder by Notice in accordance with this Section 10.4.

10.5 Further Assurances

Each Party will, at the request of the other Party and at the requesting Party's expense, execute all such documents and take all such actions as may be reasonably required to effectuate the purposes and intent of this Royalty Agreement.

10.6 Entire Agreement

This Royalty Agreement (including the Schedules hereto) and the Purchase Agreement constitute the entire agreement of the Parties with respect to the subject matter hereof, all previous agreements and promises in respect thereto, being hereby expressly rescinded

and replaced hereby. No modification or alteration of this Royalty Agreement will be effective unless in writing executed subsequent to the date hereof by both Parties. No prior written or contemporaneous oral promises, representations or agreements are binding upon the Parties. There are no implied covenants contained herein except the covenants of good faith and fair dealing that are sometimes implied in such agreements.

10.7 No Waivers

No waiver of or with respect to any term or condition of this Royalty Agreement will be effective unless it is in writing and signed by the waiving Party, and then such waiver will be effective only in the specific instance and for the purpose for which given. No course of dealing among the Parties, nor any failure to exercise, nor any delay in exercising, any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any specific waiver of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

10.8 Time of the Essence

Time is of the essence in the performance of any and all of the obligations of the Parties, including, without limitation, the payment of monies.

10.9 Counterparts

This Royalty Agreement and any certificate or other writing delivered in connection with this Royalty Agreement may be executed in any number of counterparts and any party to this Royalty Agreement may execute any counterpart, each of which when executed and delivered will be deemed to be an original and all of which counterparts of this Agreement or such other writing, as the case may be, taken together will be deemed to be one and the same instrument. The execution of this Royalty Agreement or any other writing by any party will not become effective until all counterparts, as the case may be, have been executed by all the parties to this Royalty Agreement. A copy of this Royalty Agreement delivered by facsimile or other electronic means and bearing a copy of the signature of a party to this Royalty Agreement shall for all purposes be treated and accepted as an original copy thereof

10.10 Parties in Interest

This Royalty Agreement will inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.

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

KARITA GOLD CORP.

SCHEDULE "A"

ARRETE A/2019/ **6159** /MMG/SGG
PORTANT OCTROI D'UN PERMIS DE RECHERCHE MINIERE A LA
SOCIETE GUINEO - MALIENNE D'OR - SARL

LE MINISTRE

- Vu la Constitution ;
- Vu la Loi L/2011/006/CNT du 09 septembre 2011, portant Code Minier de la République de Guinée telle que modifiée par la loi L/2013/053/CNT du 08 avril 2013, portant modification de certaines dispositions du Code Minier ;
- Vu le Décret D/2014/012/PRG/SGG du 17 janvier 2014, portant gestion des Autorisations et Titres Miniers ;
- Vu le Décret D/2018/067/PRG/SGG du 21 mai 2018, portant nomination du Premier Ministre, Chef du Gouvernement ;
- Vu le Décret D/2018/072/PRG/SGG du 25 mai 2018, portant Structure du Gouvernement ;
- Vu le Décret D/2018/073/PRG/SGG du 25 mai 2018, portant nomination des membres du Gouvernement, tel que modifié à ce jour ;
- Vu le Décret D/2018/171/PRG/SGG du 16 août 2018, portant attributions et Organisation du Ministère des Mines et de la Géologie ;
- Vu l'Arrêté conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016, fixant les taux et tarifs des droits fixes, des taxes et redevances résultant de l'octroi, du renouvellement, de la prolongation, du transfert et/ou de l'amodiation des titres miniers et autorisations ;
- Vu la demande de permis de recherche formulée par la société GUINEO-MALIENNE D'OR - SARL, en date du 12/09/2019;
- Sur recommandation du Centre de Promotion et de Développement Miniers après examen et avis favorable du Comité Technique des Titres Miniers.

ARRETE

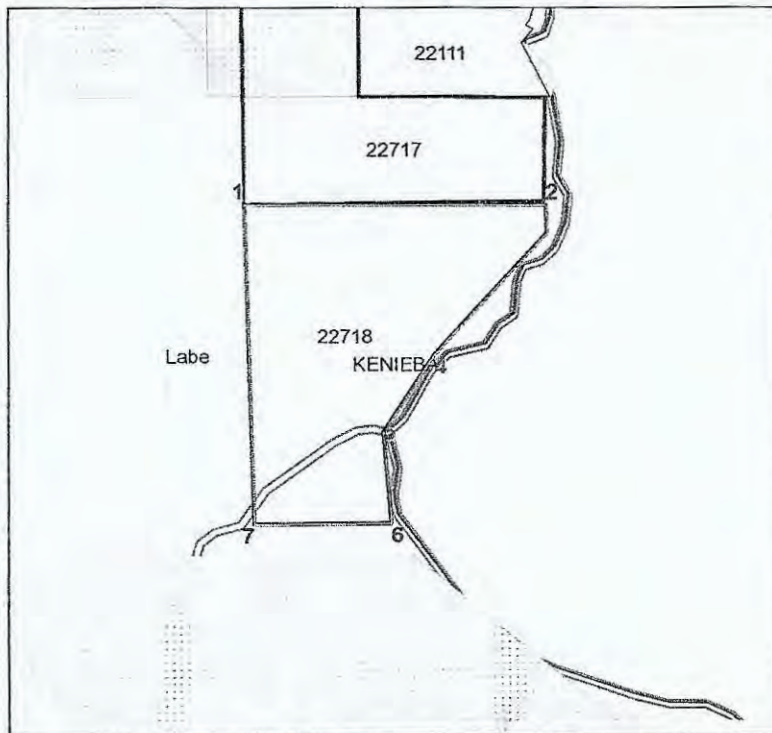
Article 1^{er} : Il est accordé à la société **GUINEO - MALIENNE D'OR - SARL** dont le siège social est établi à l'immeuble Kaloum, 6^{ème} Avenue, quartier Almamy, Commune de Kaloum, Conakry, République de Guinée, E-mail : [redacted] enregistrée au Registre du Commerce et de Crédit Mobilier sous le numéro: RCCM/GN.TCC.2019.B.0 3011 du 21 août 2019, immatriculée le 21/08/2019 sous le numéro d'identification fiscale (NIF): **798581039 un (1) permis de recherche minière d'Or et minéraux associés**, couvrant une superficie de **99,83 km²** dans la Préfecture de **Koubia** et de **Mali**.

Article 2 : La durée de validité du présent permis est fixée à trois (3) ans, renouvelable conformément aux dispositions visées aux Articles 23 et 24 du Code Minier. Ce permis est inscrit dans le registre des Titres Miniers ouvert à cet effet à la Division Informations Géologiques et Minières du CPDM sous le numéro **A/2019/ 230 /DIGM/CPDM**.

Article 3 : Conformément au plan 1/200 000^{ème} de la feuille KENIEBA (ND-29-I), le périmètre du permis ainsi accordé est défini par les coordonnées géographiques ci-dessous :

Ordre	Lat Deg	Lat Min	Lat Sec	N/S	Long Deg	Long Min	Long Sec	O/E
1	12	17	35.36	N	- 11	32	56.36	O
2	12	17	35.52	N	- 11	26	30.44	O
3	12	16	58.30	N	- 11	26	29.20	O
4	12	14	15.13	N	- 11	28	53.29	O
5	12	12	31.30	N	- 11	29	58.76	O
6	12	10	28.96	N	- 11	29	48.84	O
7	12	10	27.60	N	- 11	32	43.70	O

Plan et limites du Permis de Recherche Industrielle (Or)



Article 4 : A compter de la date d'effet du présent permis, le titulaire, la société **GUINEO - MALIENNE D'OR – SARL** a l'obligation d'exécuter conformément à la réglementation minière en vigueur, son programme des travaux et le budget relatifs à l'exploration et à la prospection, soit [redacted] tels que soumis pour examen et approbation au CPDM.

Le début des travaux ainsi que celui de l'exécution de ce budget doivent intervenir dans un délai maximum de six (6) mois à compter de la date de signature du présent permis. Le titulaire, la société **GUINEO - MALIENNE D'OR – SARL**, fera en sorte que les fonds nécessaires à l'exécution normale et ininterrompue des travaux soient toujours disponibles en Guinée et utilisables pour le projet de recherche susvisé.

Article 5 : Conformément à l'Article 194 du Code Minier, le titulaire du présent permis est tenu de faire une déclaration au préalable à la Direction Nationale des Mines, un (1) mois avant l'ouverture des travaux et trois (3) mois avant leur fermeture.

Article 6 : En plus du personnel recruté par le titulaire, l'Administration Minière mettra à sa disposition des cadres de l'encadrement et du suivi des activités sur le terrain et dont la prise en charge sera assurée par le titulaire du permis.

Article 7 : En raison de l'étendue de la zone des travaux (99,83 km²), le titulaire du présent titre a l'obligation de conduire sur le permis une étude stratégique appropriée, permettant une meilleure connaissance des ressources et réserves sur le site. Les résultats de cette étude stratégique (Schéma de disposition des sondages avec coordonnées géo-référencées bien précises, logs des sondages, résultats d'échantillons, etc.) seront consignés dans les rapports d'activités trimestriels et transmis au CPDM.

Article 8 : Conformément à l'Article 75 du Code Minier, les activités du titulaire, la société **GUINEO - MALIENNE D'OR – SARL**, devront être conduites pour l'or et minéraux associés, de façon à ne pas causer de préjudice à l'activité des titulaires les plus anciens évoluant dans la zone pour des substances autres que l'or.

Article 9 : Conformément aux dispositions visées aux Articles 81 et 197 du Code Minier, pendant la validité du présent titre, le titulaire, la société **GUINEO - MALIENNE D'OR – SARL** est soumis aux obligations suivantes :

- De fournir au CPDM les rapports d'activités mensuels et financiers trimestriels en cinq (5) exemplaires ;
- De faire-part au CPDM de la découverte de toute autre substance au cours des travaux de recherche ;
- De faire suivre les travaux de recherche et de prospection par la Direction Nationale de la Géologie (DNG).

Article 10 : Au titre du présent permis, les obligations du titulaire, la société **GUINEO - MALIENNE D'OR – SARL**, relatives au respect de la réglementation de l'hygiène et de la sécurité des travailleurs, à la préservation de l'environnement et à la remise en état des zones affectées par les travaux sont régies conformément aux dispositions visées aux Articles 64, 104, 143 et 144 du Code Minier et à celles visées aux Articles 20, 60 et 69 du Code de l'Environnement.

Article 11 : En cas de mise en évidence d'un ou de plusieurs gisements économiquement exploitables et à la demande du titulaire, un ou plusieurs permis d'exploitation lui seront accordés conformément à la réglementation minière en vigueur.


Article 12 : Outre les dispositions ci-dessus mentionnées, le titulaire du présent permis est soumis aux paiements :

- Des frais d'instruction fixés forfaitaires suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 [Redacted]

US, à verser au Compte N°001 190 2011 000 405 du CPDM à la Banque Centrale de la République de Guinée.

- D'un droit de timbre fixé suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par Km², soit au total [redacted] dont :

- [redacted] à verser au **Compte Devise N°001 190 2011 000 134** du Trésor Public à la Banque Centrale de la République de Guinée ;

- [redacted] payables en Franc Guinéen au taux du jour de la Banque Centrale, au Compte **N°001 190 2011 000 402** du Fonds d'Investissement Minier à la Banque Centrale de la République de Guinée. 

- D'une redevance superficielle annuelle fixée suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à par Km² par an (10 \$US/Km²/an), soit au total : [redacted], payables en Franc Guinéen au taux du jour de la Banque Centrale de la République de Guinée, au lieu d'implantation du permis de recherche susvisé.
- Cinq copies certifiées du reçu de versement doivent être déposées obligatoirement au CPDM, pour enregistrement.
- Des Frais de publication au Journal Officiel (JO), au Compte du Service JO/SGG, à la Banque Centrale de la République de Guinée.

Article 13 : Une exonération des droits et taxes liée à l'importation des équipements et des matériels de prospection sera accordée au titulaire du présent permis, la société **GUINEO - MALIENNE D'OR – SARL**, en accord avec le Ministère en charge du Budget.

La liste des équipements et matériels sera soumise au préalable au CPDM pour avis technique.

Article 14 : Avant l'expiration de la période pour laquelle le présent permis de recherche est accordé, il pourrait y être mis fin par l'Administration Minière aux conditions suivantes :

- Tout manquement du titulaire, la société **GUINEO - MALIENNE D'OR – SARL** aux obligations lui incombant en vertu des Articles 4, 5, 6, 7, 8, 9, 10, 11, 12 et 13 ci-dessus ; et
- Les autres causes de retrait, énoncées à l'Article 88 du Code Minier.

Article 15 : Le Centre de Promotion et de Développement Miniers, la Direction Nationale des Mines, la Direction Nationale de la Géologie, la Direction Régionale des Mines et de la Géologie de Labé, la Direction Préfectorale des Mines et Carrières de Mali, sont chargés chacun en ce qui le concerne, de l'application du présent Arrêté.

Article 16 : Le présent Arrêté qui prend effet à compter de la date de sa signature, et sera enregistré et publié au Journal Officiel de la République.

Conakry, le 06 NOV. 2019 /2019

AMPLIATIONS

PRG/SGG	4
P.M	2
MEF	2
MB	2
MMG	4
CPDM	3
DNM	3
DNG	2
DRM /Labe	2
DPMC/Mali, Koubia	4
Intéressé	2
JO	2/32



Abdoulaye MAGASSOUBA

ARRETE A/2019/ **6160** /MMG/SGG
PORTANT OCTROI D'UN PERMIS DE RECHERCHE MINIERE A LA
SOCIETE GUINEO - MALIENNE D'OR - SARL

LE MINISTRE

- Vu la Constitution ;
- Vu la Loi L/2011/008/CNT du 09 septembre 2011, portant Code Minier de la République de Guinée telle que modifiée par la loi L/2013/053/CNT du 08 avril 2013, portant modification de certaines dispositions du Code Minier ;
- Vu le Décret D/2014/012/PRG/SGG du 17 janvier 2014, portant gestion des Autorisations et Titres Miniers ;
- Vu le Décret D/2018/067/PRG/SGG du 21 mai 2018, portant nomination du Premier Ministre, Chef du Gouvernement ;
- Vu le Décret D/2018/072/PRG/SGG du 25 mai 2018, portant Structure du Gouvernement ;
- Vu le Décret D/2018/073/PRG/SGG du 25 mai 2018, portant nomination des membres du Gouvernement, tel que modifié à ce jour ;
- Vu le Décret D/2018/171/PRG/SGG du 16 août 2018, portant attributions et Organisation du Ministère des Mines et de la Géologie ;
- Vu l'Arrêté conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016, fixant les taux et tarifs des droits fixes, des taxes et redevances résultant de l'octroi, du renouvellement, de la prolongation, du transfert et/ou de l'amodiation des titres miniers et autorisations ;
- Vu la demande de permis de recherche formulée par la société GUINEO-MALIENNE D'OR - SARL, en date du 12/09/2019;
- Sur recommandation du Centre de Promotion et de Développement Miniers après examen et avis favorable du Comité Technique des Titres Miniers.

ARRETE

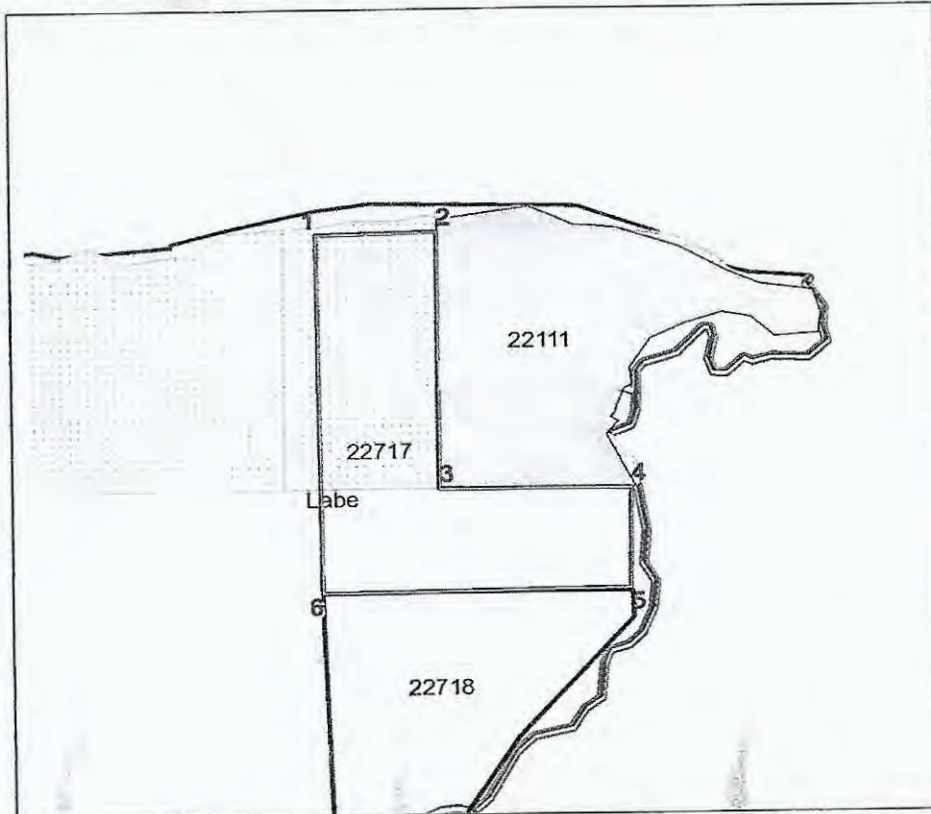
Article 1^{er} : Il est accordé à la société **GUINEO - MALIENNE D'OR - SARL** dont le siège social est établi à l'immeuble Kaloum, 6^{ème} Avenue, quartier Almamy, Commune de Kaloum, Conakry, République de Guinée, E-mail : [redacted] _____ enregistrée au Registre du Commerce et de Crédit Mobilier sous le numéro: RCCM/GN.TCC.2019.B.0 3011 du 21 août 2019, immatriculée le 21/08/2019 sous le numéro d'identification fiscale (NIF): **798581039 un (1) permis de recherche minière d'Or et minéraux associés**, couvrant une superficie de **99,97 km²** dans la Préfecture de Mali.

Article 2 : La durée de validité du présent permis est fixée à trois (3) ans, renouvelable conformément aux dispositions visées aux Articles 23 et 24 du Code Minier. Ce permis est inscrit dans le registre des Titres Miniers ouvert à cet effet à la Division Informations Géologiques et Minières du CPDM sous le numéro **A/2019/229 /DIGM/CPDM**.

Article 3 : Conformément au plan 1/200 000^{ème} de la feuille KENIEBA (ND-29-I), le périmètre du permis ainsi accordé est défini par les coordonnées géographiques ci-dessous :

Ordre	Lat Deg	Lat Min	Lat Sec	N/S	Long Deg	Long Min	Long Sec	O/E
1	12	25	51.46	N	- 11	33	1.21	O
2	12	25	55.43	N	- 11	30	29.85	O
3	12	19	59.77	N	- 11	30	29.27	O
4	12	19	58.89	N	- 11	26	31.04	O
5	12	17	40.38	N	- 11	26	32.57	O
6	12	17	35.50	N	- 11	32	56.40	O

Plan et limites du Permis de Recherche Industrielle (Or)



Article 4 : A compter de la date d'effet du présent permis, le titulaire, la société **GUINEO - MALIENNE D'OR – SARL** a l'obligation d'exécuter conformément à la réglementation minière en vigueur, son programme des travaux et le budget relatifs à l'exploration et à la prospection, soit [redacted] tels que soumis pour examen et approbation au CPDM.

Le début des travaux ainsi que celui de l'exécution de ce budget doivent intervenir dans un délai maximum de six (6) mois à compter de la date de signature du présent permis. Le titulaire, la société **GUINEO - MALIENNE D'OR – SARL**, fera en sorte que les fonds nécessaires à l'exécution normale et ininterrompue des travaux soient toujours disponibles en Guinée et utilisables pour le projet de recherche susvisé.

Article 5 : Conformément à l'Article 194 du Code Minier, le titulaire du présent permis est tenu de faire une déclaration au préalable à la Direction Nationale des Mines, un (1) mois avant l'ouverture des travaux et trois (3) mois avant leur fermeture.

Article 6 : En plus du personnel recruté par le titulaire, l'Administration Minière mettra à sa disposition des cadres de l'encadrement et du suivi des activités sur le terrain et dont la prise en charge sera assurée par le titulaire du permis.

Article 7 : En raison de l'étendue de la zone des travaux (**99,97 km²**), le titulaire du présent titre a l'obligation de conduire sur le permis une étude stratégique appropriée, permettant une meilleure connaissance des ressources et réserves sur le site. Les résultats de cette étude stratégique (Schéma de disposition des sondages avec coordonnées géo-référencées bien précises, logs des sondages, résultats d'échantillons, etc.) seront consignés dans les rapports d'activités trimestriels et transmis au CPDM.

Article 8 : Conformément à l'Article 75 du Code Minier, les activités du titulaire, la société **GUINEO - MALIENNE D'OR – SARL**, devront être conduites pour l'**or** et **minéraux associés**, de façon à ne pas causer de préjudice à l'activité des titulaires les plus anciens évoluant dans la zone pour des substances autres que l'**or**.

Article 9 : Conformément aux dispositions visées aux Articles 81 et 197 du Code Minier, pendant la validité du présent titre, le titulaire, la société **GUINEO - MALIENNE D'OR – SARL** est soumis aux obligations suivantes :

- De fournir au CPDM les rapports d'activités mensuels et financiers trimestriels en cinq (5) exemplaires ;
- De faire-part au CPDM de la découverte de toute autre substance au cours des travaux de recherche ;
- De faire suivre les travaux de recherche et de prospection par la Direction Nationale de la Géologie (DNG).

Article 10 : Au titre du présent permis, les obligations du titulaire, la société **GUINEO - MALIENNE D'OR – SARL**, relatives au respect de la réglementation de l'hygiène et de la sécurité des travailleurs, à la préservation de l'environnement et à la remise en état des zones affectées par les travaux sont régies conformément aux dispositions visées aux Articles 64, 104, 143 et 144 du Code Minier et à celles visées aux Articles 20, 60 et 69 du Code de l'Environnement.

Article 11 : En cas de mise en évidence d'un ou de plusieurs gisements économiquement exploitables et à la demande du titulaire, un ou plusieurs permis d'exploitation lui seront accordés conformément à la réglementation minière en vigueur.

Article 12 : Outre les dispositions ci-dessus mentionnées, le titulaire du présent permis est soumis aux paiements :

- Des frais d'instruction fixés forfaitaires suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par permis, soit un total de [redacted], à verser au Compte **N°001 190 2011 000 405** du CPDM à la Banque Centrale de la République de Guinée.
- D'un droit de timbre fixé suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par Km², soit au total [redacted] dont :
 - [redacted], à verser au **Compte Devise N°001 190 2011 000 134** du Trésor Public à la Banque Centrale de la République de Guinée ;
 - [redacted] payables en Franc Guinéen au taux du jour de la Banque Centrale, au Compte **N°001 190 2011 000 402** du Fonds d'Investissement Minier à la Banque Centrale de la République de Guinée.

- D'une redevance superficière annuelle fixée suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par Km² par an (/Km²/an), soit au total : uf , payables en Franc Guinéen au taux du jour de la Banque Centrale de la République de Guinée, au lieu d'implantation du permis de recherche susvisé.
- Cinq copies certifiées du reçu de versement doivent être déposées obligatoirement au CPDM, pour enregistrement.
- Des Frais de publication au Journal Officiel (JO), au Compte du Service JO/SGG, à la Banque Centrale de la République de Guinée.

Article 13 : Une exonération des droits et taxes liée à l'importation des équipements et des matériels de prospection sera accordée au titulaire du présent permis, la société **GUINEO - MALIENNE D'OR – SARL**, en accord avec le Ministère en charge du Budget.

La liste des équipements et matériels sera soumise au préalable au CPDM pour avis technique.

Article 14 : Avant l'expiration de la période pour laquelle le présent permis de recherche est accordé, il pourrait y être mis fin par l'Administration Minière aux conditions suivantes :

- Tout manquement du titulaire, la société **GUINEO - MALIENNE D'OR – SARL** aux obligations lui incombant en vertu des Articles 4, 5, 6, 7, 8, 9, 10, 11, 12 et 13 ci-dessus ; et
- Les autres causes de retrait, énoncées à l'Article 88 du Code Minier.



Article 15 : Le Centre de Promotion et de Développement Miniers, la Direction Nationale des Mines, la Direction Nationale de la Géologie, la Direction Régionale des Mines et de la Géologie de Labé, les Directions Préfectorales des Mines et Carrières de Mali, sont chargés chacun en ce qui le concerne, de l'application du présent Arrêté.

Article 16 : Le présent Arrêté qui prend effet à compter de la date de sa signature, et sera enregistré et publié au Journal Officiel de la République.

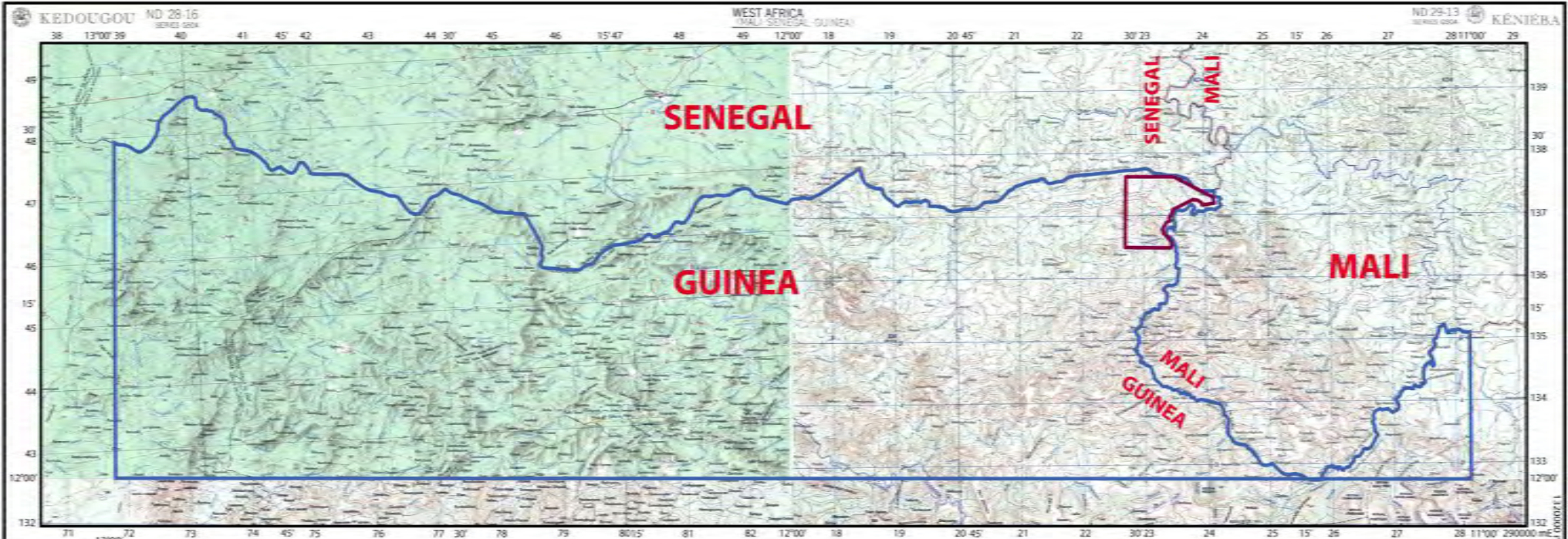
Conakry, le 06 NOV. 2019 /2019

AMPLIATIONS

PRG/SGG	4
P.M	2
MEF	2
MB	2
MMG	4
CPDM	3
DNM	3
DNG	2
DRM /Labe	2
DPMC/Mali	2
Intéressé	2
JO	2/30



Abdoulaye MAGASSOUBA

SCHEDULE "B"

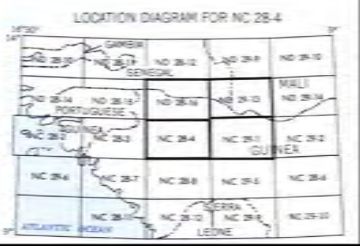


LABÉ REFER TO THIS MAP AS: NC 28-4
SERIES 0204

REFER TO THIS MAP AS: NC 29-1
SERIES 0204 TOUGUÉ

Karita Gold Corp.
Map showing the UMI
Draft by : S. Fortin - 05/2020
Approved by : J. M. Gagnon, Ing. MBA - 05/2020

- GSR Royalty Applicable
- GSR Royalty Exclusion



Schedule "D"

SCHEDULE "D" – 1% NSR ROYALTY

NET SMELTER RETURNS ROYALTY AGREEMENT

THIS AGREEMENT is dated with effect as of the 10th day of August, 2020.

BY AND AMONG: *Redacted*, businessman
domiciled and residing at

(hereinafter referred to as the "*Redacted*")

AND: *Redacted*, businessman domiciled
and residing at

(hereinafter referred to as "*Redacted*")

(hereinafter, together with [Redacted] the
"Grantees")

AND: **KARITA GOLD CORP.**, a body corporate
incorporated under the *Canada Business
Corporations Act*, having its registered office 1550
Bedford Highway, Suite 802, Sun Tower, Bedford,
Nova Scotia B4A 1E6, herein acting through and
represented by Gregory Powell Isenor, duly
authorized for the purposes hereof as he so
declares;

(hereinafter referred to as the "**Grantor**")

WHEREAS:

A. The Grantor is the registered and beneficial owner of a 100% interest in and to certain assets, including certain mineral permits as more particularly set out in Schedule "A" hereto (the "**Mineral Permits**");

B. The Grantees originally obtained the Mineral Permits and formed a Guinean entity, Guimor-Malienne d'Or-SARL, to hold the mineral permits;

C. Guimor-Malienne d'Or-SARL is now a wholly-owned subsidiary of the Grantor;
and

D. In consideration for the services rendered by the Grantees in obtaining the Mineral Permits, the Corporation desires to grant to the Grantees a one percent (1%) net smelter returns royalty (the "**NSR Royalty**"), held jointly in equal part between them, all on and subject to the terms and conditions herein contained.

NOW THEREFORE, in consideration of the premises and the covenants, agreements, representations and warranties contained in this Agreement, the parties agree as follows:

1 INTERPRETATION

1.1 Definitions.

In this Royalty Agreement, unless otherwise provided:

- (a) **“Accepted Accounting Standards”** means International Financial Reporting Standards as adopted by the International Accounting Standards Board;
- (b) **“Additional Property Area”** means the area in the country of Guinea (as that country is constituted as at the date of this Royalty Agreement) that is situated within or at the boundaries of the outlined map area set out in Schedule “B” hereto;
- (c) **“Affiliate”** means as to any Person, any other Person which, directly or indirectly, controls, is controlled by, or is under common control with such Person;
- (d) **“Business Day”** means a day that is not a Saturday, Sunday or any other day which is a statutory holiday in Halifax, Nova Scotia;
- (e) **“COMEX”** means Commodity Exchange Inc. of the New York Mercantile Exchange;
- (f) **“Commercial Production”** means and is deemed to have been achieved when the concentrator processing Minerals from the Property for other than testing purposes has operated for 30 days from the first Minerals from the Property entering the primary processing facility or 14 consecutive days of the processing facility operating at 65% of rated capacity, whichever comes first;
- (g) **“Governmental Body”** means any national, state, regional, municipal or local government, governmental department, commission, board, bureau, agency, authority or instrumentality, or any Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any of the foregoing entities, including all tribunals, commissions, boards, bureaux, arbitrators and arbitration panels, and any authority or other Person controlled by any of the foregoing;
- (h) **“Grantees”** shall refer to _____ collectively, or their successors in interest, including without limitation any permitted assignees;
- (i) **“Grantor”** shall refer to Karita Gold Corp. and its subsidiaries and any and all successors in interest, including without limitation assignees, partners, joint venture partners, lessees, and when applicable, mortgagees and all Affiliates having or claiming an interest in the Property;
- (j) **“Hedging Transactions”** has the meaning provided in Section 5.6;
- (k) **“LME”** means the London Metal Exchange;
- (l) **“London Bullion Market”** means the international Over-the-Counter market for gold and silver on the London Bullion Market Association;

(m) “**Loss**” means an insurable loss of or damage to Minerals, whether or not occurring on or off the Property and whether the Minerals are in the possession of the Grantor or otherwise;

(n) “**Materials**” has the meaning provided in Section 3.4;

(o) “**Minerals**” means Precious Metals and Other Minerals;

(p) “**Net Smelter Returns**” means the gross proceeds from the sale or deemed sale of all Minerals produced from the Property, as determined in accordance with Section 2.3, less the Permitted Deductions;

(q) “**NSR Royalty**” means a net smelter returns royalty in the amount of one percent (1%) of the Net Smelter Returns;

(r) “**Other Minerals**” means all Minerals and the benefited products thereof other than Precious Metals (including any minerals, and mineral rights of whatever kind and nature in, under or upon the surface or subsurface of the Property including, without limitation industrial minerals, rare earth minerals, gems, diamonds, base metals, industrial metals, commercially valuable rock, aggregate, clays and diatomaceous earth, and other minerals which are mined, excavated, extracted or otherwise recovered);

(s) “**Party**” or “**Parties**” means one or more of the parties to this Royalty Agreement;

(t) “**Payor**” has the meaning provided in Section 2.3;

(u) “**Permissible Deductions**” means the aggregate of the following costs and charges (to the extent not previously deducted) that accrue or are paid in each quarterly period:

(a) direct transportation and insurance costs incurred delivering Minerals to the final smelting or refinement facility; and

(b) if applicable under the smelter contract, all costs of transporting and insuring Minerals from the smelter to the place of final deliver by the purchaser; and

(c) all smelting, refining and final treatment costs, penalties and other deductions charged by the smelting or refinement facility; and

(d) the costs of marketing and any taxes/tariffs directly relate to Minerals,

provided that where a cost or expense otherwise constituting a Permissible Deduction is incurred by the Payor in a transaction with a party with whom it is not dealing at arm's length (as that term is defined in the *Income Tax Act (Canada)*), such cost or expense may be deducted, but only as to the lesser of the actual cost incurred by the Payor or the fair market value thereof, calculated at the time of such transaction and under all the circumstances thereof;

(v) **“Person”** means an individual, a partnership, a corporation, a Governmental Body, a trustee, any unincorporated organization and the heirs, executors, administrators or other legal representatives of an individual and words importing “Person” have similar meaning;

(w) **“Precious Metals”** means gold, silver, and platinum group metals;

(x) **“Property”** means those mineral permits set out in Schedule “A” to this Royalty Agreement together with any present or future renewal, extension, modification, substitution, amalgamation, succession, conversion, demise to lease, renaming or variation of any of those mineral permits or additional acquired interests that derive directly or indirectly from those mineral permits or additional acquired interests (whether granting or conferring the same, similar or any greater rights and whether extending over the same or a greater or lesser domain) and shall automatically include any mining claim, licence, lease, grant, concession, permit, patent, or other mineral property or any other mining right or interest acquired by the Grantor or any successor or assignee of the Grantor from time to time that is located within or at the boundaries of the Additional Property Area in accordance with Section 3.5;

(y) **“Purchase Option”** has the meaning provided in Section 2.2;

(z) **“Quarterly Production”** has the meaning provided in Section 2.3;

(aa) **“Royalty Agreement”** means this Net Smelter Returns Royalty Agreement; and

(bb) **“Sale”** means the transfer of ownership of Minerals by or on behalf of the Grantor or any Affiliate of the Grantor to a Person, whether or not an Affiliate of the Grantor, and is deemed to include a deemed transfer of the ownership of the Minerals transported off the Property that the Grantor elects to have credited to or held for its account by a smelter, refiner or broker, and is also deemed to include any Loss prior to any transfer or deemed transfer of ownership of the Minerals; but a deemed sale shall arise only as the result of a voluntary election on the part of the Grantor and shall not arise in circumstances in which a delay in transfer of ownership or in payment to the Grantor is caused by the acts or omissions of an unrelated Person; and “Sold” means subject to a Sale.

1.2 Schedules

Schedule “A” and Schedule “B” which are attached to this Royalty Agreement are by reference incorporated into and form part of this Royalty Agreement.

1.3 Governing Law

This Royalty Agreement will in all respects be governed by and be construed in accordance with the laws in force in the Province of Nova Scotia and the federal laws of Canada applicable in such Province.

1.4 Severability

If any one or more of the provisions contained in this Royalty Agreement is held to be invalid, illegal or unenforceable in any respect under the laws of any applicable jurisdiction, the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby under the laws of any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

1.5 Calculation of Time

If any time period set forth in this Royalty Agreement ends on a day of the week that is not a Business Day, then notwithstanding any other provision of this Royalty Agreement, such period will be extended until the end of the next following day that is a Business Day.

1.6 Headings

The headings to the articles and sections of this Royalty Agreement are inserted for convenience only and will not affect the construction hereof.

1.7 Other Matters of Interpretation

In this Royalty Agreement:

- (a) the singular includes the plural and vice versa;
- (b) references to "Article", "Section" and "Subsection" are to articles, sections and subsections of this Royalty Agreement, respectively;
- (c) all provisions requiring a Party to do or refrain from doing something will be interpreted as the covenant of that Party with respect to that matter notwithstanding the absence of the words "covenants" or "agrees" or "promises";
- (d) all provisions requiring a Party to do something will be interpreted as including the covenant of that Party to cause that thing to be done when the Party cannot directly perform the covenant but can indirectly cause that covenant to be performed, whether by an Affiliate under its control or otherwise; and
- (e) the words "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions when used in this Royalty Agreement refer to the whole of this Royalty Agreement and not to any particular Article, Section, Subsection, Appendix or portion thereof.

2 NSR ROYALTY

2.1 NSR Royalty

In consideration for the services rendered by the Grantees in obtaining the Mineral Permits, the Grantor hereby grants and agrees to pay to each of the Grantees his portion of the NSR Royalty subject to the terms and conditions specified in this Royalty Agreement.

2.2 Option to Repurchase

The Grantor shall have the right at any time and upon delivery of a written notice to the Grantees to buy back the entirety of the NSR Royalty and all related rights and interests granted by this Agreement from the Grantees (the “**Purchase Option**”) for a one-time payment of Canadian [Redacted] (the “**Purchase Option Amount**”), such Purchase Option Amount to be split jointly and evenly as between the Grantees. Within 30 days of any notice of the Grantor’s exercise of the Purchase Option, the Grantor shall pay the Purchase Option Amount by wire transfer in respect of the Purchase Option, and the Grantees shall execute such documents as the Grantor may reasonably require to convey the applicable portion of the NSR Royalty to the Grantor.

2.3 Gross Proceeds

For the purposes of this Royalty Agreement and to determine the Net Smelter Returns, gross proceeds from a Sale shall be determined,

(a) in the case of Precious Metals, by multiplying (i) the gross number of troy ounces of Precious Metals recovered from production from the Property during the preceding calendar quarter (the “**Quarterly Production**”) delivered to the smelter, refiner, processor, operators or other operators of such production, or an insurer as a result of casualty to such production (collectively, “**Payor**”), by (ii) for gold, the average of the London Bullion Market, Afternoon Fix, spot prices, expressed in U.S. dollars, reported for that calendar quarter, and for all other Precious Metals, the average of the COMEX final spot prices, expressed in U.S. dollars, reported for that calendar quarter for the particular Mineral for which the price is being determined. If for any reason the London Bullion Market does not report spot pricing for gold, then the Parties shall mutually agree upon an appropriate pricing entity or mechanism that accurately reflects the market value of gold. If for any reason, the COMEX does not report spot pricing for a particular Precious Metal (other than gold), then the Parties shall mutually agree upon an appropriate pricing entity or mechanism that accurately reflects the market value of any such Precious Metal; or

(b) in the case of Other Minerals, by multiplying (i) the gross amount of the particular Other Mineral contained in the Quarterly Production delivered to the Payor during the preceding calendar quarter by (ii) the average of the LME final daily spot prices, expressed in U.S. dollars, reported for that calendar quarter of the appropriate Other Mineral. If for any reason, the LME does not report spot pricing for a particular Other Mineral, then the Parties shall mutually agree upon an appropriate pricing entity or mechanism that accurately reflects the market value of any such Other Mineral.

2.4 Interest in the Property

The Parties intend that the NSR Royalty, to the extent permissible under applicable laws, constitutes an interest in the Property and, accordingly agree that:

(a) The Parties agree that the NSR Royalty constitutes an interest in the Properties and will be a covenant running with the Property, will be enforceable as an *in rem* interest in land which shall run with the Property and will be binding

upon and enure to the benefit of the Parties and their respective successors and assigns. It is the intention of the Parties that, to the extent permissible at law, the NSR Royalty on the Property shall be registered or otherwise recorded by the Grantor in all public places where interests in land in respect of the Property are recordable and in accordance with applicable law from time to time.

(b) If any additional mining claim, licence, lease, grant, concession, permit, patent, or other mineral properties or any other mining right or interest hereafter becomes a part of the Property pursuant to Section 3.5, the Grantor agrees to execute and deliver such document or documents as each of the Grantees may reasonably request to acknowledge that the NSR Royalty is applicable thereto including, without limitation, any registration or recording document of the nature contemplated in Section (b)(a).

2.5 Term

The NSR Royalty hereby created shall exist in perpetuity or for the longest period permitted under the applicable law.

3 OPERATION OF THE PROPERTY

3.1 Operations

The Grantor will have complete discretion concerning the nature, timing and extent of all exploration, development, mining and other operations conducted on or for the benefit of the Property and may suspend operations and production on the Property at any time it considers prudent or appropriate to do so.

3.2 Sales to or Processing by Affiliates

The Grantor will be permitted to sell Minerals in the form of raw ore, doré, precipitates or other intermediate products or concentrates to an Affiliate of the Grantor, provided that such Sales will be deemed, for the purposes of this Royalty Agreement, to have been Sold at prices and on terms no less favourable to the Grantor than those that would be extended by an unaffiliated third Person in an arm's length transaction under similar circumstances. The Grantor will be permitted to contract with an Affiliate of the Grantor or an unaffiliated third Person for the smelting or other processing of Minerals, provided that such contract is on an arm's length basis at market terms and provided that such sale will not interfere with the payments under the NSR Royalty to the Grantees.

3.3 Reporting

(a) Annual Reports: No later than ninety (90) days after the end of each calendar year, the Grantor shall provide to the Grantees with an annual report of activities and operations conducted with respect to the Property during such preceding calendar year, and from time to time shall provide such additional information as the Grantees may reasonably request. Such annual report shall include details of:

- (i) the preceding year's activities with respect to the Property;

- (ii) ore reserves' data for the calendar year just ended; and
- (iii) estimates of anticipated production and estimated remaining ore reserves with respect to proposed activities for the Property for the current calendar year.

(b) Monthly Reports: No later than the tenth day after the end of each month, the Grantor shall provide the Grantees with copies of the Grantor's monthly operating reports for any operating mine located on the Property.

(c) The Grantees hereby undertake to treat reports received pursuant to this Section 3.3 as "confidential information" as such term is defined in Section 8.2 of this Agreement.

3.4 Stockpiling and Tailings

All stockpiling, tailings, residues, waste rock, spoiled leach materials, and other materials (collectively the "**Materials**") resulting from the Grantor's operations and activities on the Property shall be the sole property of the Grantor, but shall remain subject to the obligation to pay the NSR Royalty should the same be processed or reprocessed, as the case may be, in the future and result in the production and Sale or other disposition of Precious Metals or Other Minerals. The Grantor shall have the right to dispose of Materials from the Property, whether on or off of the Property, and to commingle the same with Materials from other properties. If Materials are processed or reprocessed, as the case may be, the NSR Royalty applicable thereto shall be determined on a pro rata basis as determined by using such reasonable and customary engineering and technical practices as are then available.

3.5 Additional Property Subject to Royalty and Royalty Applies to Reacquisition

(a) If at any time the Grantor or any successor or assignee of the Grantor stakes, applies for, obtains or otherwise acquires, directly or indirectly, any right to or interest in any mining claim, licence, lease, grant, concession, permit, patent, or other mineral property or any other mining right or interest that is located within or at the geographical boundaries of the Additional Property Area then such rights or interests shall thereafter become part of the Property and be subject to the NSR Royalty.

(b) In addition, should any portion of any part of any mining claim, licence, lease, grant, concession, permit, patent, or other mineral property or any other mining right or interest held or acquired by the Grantor or any successor or assignee of the Grantor be situated in any part on the outlined boundary of or be located in any part within the Additional Property Area then the entirety of that particular mining claim, licence, lease, grant, concession, permit, patent, or other mineral property or any other mining right or interest shall become part of the Property and be subject to the NSR Royalty including any portion of that particular mining claim, licence, lease, grant, concession, permit, patent, or other mineral property or any other mining right or interest that would have otherwise been situated beyond the boundary of the Additional Property Area.

(c) As shown for reference in Schedule "B" hereto, the Additional Property Area excludes that limited portion of areas otherwise contained within the Additional Property Area to such extent that said portion of area is covered by permit A2017/055/DIGM/CPDM as such permit is constituted and held by IAMGOLD Corporation as at the date of this Agreement.

(d) In the event the Grantor or any successor or assignee of the Grantor surrenders, allows or otherwise terminates its interest in any portion or all of the Property and within a period of two (2) years from the date of such surrender, lapse or other termination, reacquires a direct or indirect interest in respect of the area covered by the former Property, then the NSR Royalty shall apply to such interest so acquired. The Grantor shall give written notice to the Grantees within fourteen (14) days of any acquisition or reacquisition of Property.

4 ASSIGNMENT

4.1 Assignment by the Grantor

The Grantor may transfer, sell, assign or otherwise dispose of all or any portion of its interest in the Property provided that the transferee agrees to be bound by all of the terms and conditions of this Royalty Agreement.

5 PAYMENTS

5.1 Accrual of Payment Obligation

The obligation to pay the NSR Royalty will accrue upon the first of the following events to occur:

- (a) the Sale of Minerals; or
- (b) the outturn of refined metals by a refinery to the Grantor's pool account in respect of Minerals.

Where the Sale of Minerals or the outturn of refined metals is made on a provisional basis, the amount payable under the NSR Royalty will be based upon the amount of refined metal (or other Minerals) credited by such provisional settlement, but will be adjusted to account for the amount of refined metal (or other Minerals) established by final settlement by the refinery or by the Grantees of other Minerals, as the case may be. The payment of the NSR Royalty based on a deemed transfer of title to Minerals transported off the Property that the Grantor elects to have credited to or held for its account by a smelter, refiner or broker will be final (subject to Section 5.3) and shall not be considered provisional.

5.2 Payments

Payments made on account of the NSR Royalty will be calculated and paid in cash quarterly on the 30th day after the end of each calendar quarter (being March 31st, June 30th, September 30th and December 31st) in which the obligation to pay the same accrued. Payments under the NSR Royalty will be accompanied by a statement showing in reasonable detail:

- (a) the quantities and grades of Precious Metals and Other Minerals mined, estimated processing recovery rates, and Precious Metals and Other Minerals produced and Sold or deemed Sold by the Grantor during such calendar quarter;
- (b) the average quarterly price for the applicable Precious Metals and Other Minerals determined as herein provided on which NSR Royalty is due;
- (c) a detailed statement explaining the calculation of the NSR Royalty payment, including the calculation and determination of the gross proceeds and Permitted Deductions in the quarter; and
- (d) other pertinent information in sufficient detail to explain the calculation of the NSR Royalty payment.

5.3 Adjustments

All payments under the NSR Royalty will be considered final and in full satisfaction of all obligations of the Grantor with respect thereto, unless each of the Grantees give the Grantor written notice describing and setting forth a specific objection to the determination thereof within one year after receipt by the Grantees of the quarterly royalty statement referred to in Section 5.2. If any of the Grantees object to a particular quarterly statement as herein provided, each of the Grantees will, for a period of sixty (60) days after the Grantor receives notice of such objection but no later than the conclusion of the aforementioned one-year period, have the right, upon reasonable notice and at a reasonable time, to have the Grantor's accounts and records relating to the calculation of the NSR Royalty in question audited by an independent firm of certified public accountants knowledgeable in the mining industry selected by the Grantees and who enters into a confidentiality undertaking substantially in the terms of Section 8.2. If such audit determines that there has been a deficiency or an excess in the payment made to the Grantees, such deficiency or excess will be resolved by adjusting the next quarterly NSR Royalty payment due hereunder. The Grantees will pay all costs of such audit unless a deficiency of five percent (5%) or more of the amount due to the Grantees is determined to exist. The Grantor will pay the costs of such audit if a deficiency of five percent (5%) or more of the amount due is determined to exist. Failure on the part of the Grantees to make claim on the Grantor for adjustment in such one-year period will establish the correctness of the payment and preclude the filing of exceptions thereto or making of claims for adjustment thereon, provided that nothing herein will limit the Grantees' rights arising out of fraud or gross negligence.

5.4 Currency of Payments

All payments to be made under this Royalty Agreement shall be made in Canadian dollars.

5.5 Wire Transfer

Payments hereunder will be made without demand, notice, set-off, or reduction, by wire transfer in good, immediately available funds, to such account or accounts as each of the Grantees may designate pursuant to wire instructions provided by

the Grantees to the Grantor not less than five (5) Business Days prior to the date upon which such payment is to be made as described under Section 5.2.

5.6 Hedging Transactions

All profits and losses resulting from the Grantor's sales of Precious Metals or Other Minerals, or the Grantor's engaging in any commodity futures trading, options trading, or metals trading, or any combination thereof, and any other hedging transactions including trading transactions designed to avoid losses and obtain possible gains due to metal price fluctuations (collectively, "**Hedging Transactions**") are specifically excluded from NSR Royalty calculations pursuant to this Agreement. All Hedging Transactions by the Grantor and all profits or losses associated therewith, if any, shall be solely for the Grantor's account and shall not affect the calculation and payment of the NSR Royalty hereunder.

5.7 Books and Records

All books and records used by the Grantor to calculate the NSR Royalty due hereunder will be kept according to Acceptable Accounting Standards consistently applied.

6 REGISTRATION

6.1 Registration

The Grantor acknowledges its obligations described under Section 2.4 to register the NSR Royalty against the Property, and further acknowledges that the Grantees shall also have independent right to make such registration as it may deem appropriate acting reasonably with any appropriate Governmental Body. The parties agree to cooperate with respect to any documentation that is reasonably necessary for registration of the NSR Royalty.

7 INDEMNITY

7.1 Indemnity

The Grantor agrees that it will defend, indemnify, reimburse and hold harmless the Grantees, their respective agents and employees and any successors and assigns (collectively the "**Indemnified Parties**"), and each of them:

- (a) from any and all damages resulting from a breach of this Royalty Agreement;
and
- (b) from and against any and all claims, demands, liabilities, actions and proceedings, that may be made or brought against the Grantees or which it may sustain, pay or incur that result from or relate to operations conducted on or in respect of the Property that result from or relate to the exploration, mining, handling, transportation, smelting or refining of the Minerals or the handling or transportation of the Minerals, including without limitation claims, demands, liabilities, actions and proceedings, in any way arising from or connected with any non-compliance with environmental laws or any

contaminants or hazardous substances on, in or under the Property or the soil, sediment, water or groundwater forming part thereof, whether in the past, present or future, or any contaminants or hazardous substances on any other lands or areas having originated or migrated from the Property or the soil, sediment, water or groundwater forming part thereof.

7.2 Limitation

The indemnity provided in Section 7.1 is limited to claims, demands, liabilities, actions and proceedings that may be made or taken against an Indemnified Party in its capacity as or related to the Grantees as holders of the NSR Royalty and will not include any indemnity in respect of any claims, demands, liabilities, actions and proceedings against an Indemnified Party in any other capacity.

8 MISCELLANEOUS

8.1 Dispute Resolution

Any dispute, controversy or claim between the Grantees and the Grantor, arising out of or relating to this Royalty Agreement, or the execution, interpretation, breach, termination, or invalidity thereof, shall be determined by arbitration in accordance with the [redacted] or any successor or replacement legislation which may be in force, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the relevant party or its assets. The place of arbitration shall be [redacted] and the arbitration shall be conducted in the English language.

(e) Nothing in this provision shall prevent any Party from seeking conservatory or interim measures, including, but not limited to, attachments, temporary restraining orders or preliminary injunctions or their equivalent, from any court having jurisdiction thereof, whether before or after the arbitral tribunal is constituted.

8.2 Confidentiality

Save and except information available in the public domain, all other such information including but not limited to data, reports, records, feasibility studies and test results relating to the Property and the activities of the Grantor or any other Party thereon, hereinafter be referred to as "confidential information," disclosed by the Grantor to the Grantees will be treated by the Grantees as confidential and will not be disclosed to any Person not a Party to this Royalty Agreement, except in the following circumstances:

(a) the Grantees may disclose confidential information to its auditors, legal counsel, institutional lenders, brokers, underwriters and investment bankers, provided that such non-party users are advised of the confidential nature of the confidential information, undertake to maintain the confidentiality thereof and are strictly limited in their use of the confidential information to those purposes necessary for such non-party users to perform the services for which they were retained by the Grantees;

(b) Grantees may disclose confidential information, issue a press release or make or file any other statement containing confidential information (a “**release**”) where that release is necessary to comply with his disclosure obligations and requirements and/or those of his Affiliates under any securities laws, rules or regulations or stock exchange listing agreements, policies or requirements or in relation to proposed credit arrangements; and

(c) the Grantees may disclose confidential information that becomes part of the public domain by no act or omission in breach of Section 8.2 or that Grantees receives from a third Person not under a duty of non-disclosure or that Grantees independently develop without the use of or access to the Grantor’s confidential information.

8.3 Notice

Any notice, demand, consent or other communication (each a “**Notice**”) given or made under this Royalty Agreement:

(a) must be in writing and signed by a person duly authorized by the sender;

(b) must be delivered by one party to the other party by hand or by courier or by email to the email address below or the email address last notified by the receiving party to the delivering party:

(i) to the Grantor:

Karita Gold Corp.
802-1550 Bedford Highway
Bedford, Nova Scotia B4A 1E6

Attention: Gregory P. Isenor

(ii) to the Grantees:

[Redacted]

(c) Any notice will be deemed to be duly given or made when delivered;

but if the result is that a notice would be deemed to be given or made on a day which is not a Business Day in the place to which the Notice is sent or is later than 4 pm (local time), it will be deemed to have been duly given or made at the commencement of business on the next Business Day in that place.

(d) Further Assurances

Each Party will, at the request of the other Party and at the requesting Party's expense, execute all such documents and take all such actions as may be reasonably required to give effect the purposes and intent of this Royalty Agreement.

8.4 Entire Agreement

No modification of or amendment to this Royalty Agreement shall be valid or binding unless set forth in writing and duly executed by all of the parties hereto. This Royalty Agreement and the schedules attached hereto represent the entire agreement between the parties with respect to the subject matter hereof.

8.5 No Waivers

No waiver of or with respect to any term or condition of this Royalty Agreement will be effective unless it is in writing and signed by the waiving Party, and then such waiver will be effective only in the specific instance and for the purpose for which given. No course of dealing among the Parties, nor any failure to exercise, nor any delay in exercising, any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any specific waiver of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8.6 Counterparts

This Royalty Agreement may be executed in any number of counterparts and may be delivered by facsimile transmission or in PDF format delivered by e-mail. Each counterpart, when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

8.7 Parties in Interest

This Royalty Agreement will inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.

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

KARITA GOLD CORP.

SCHEDULE "A"

Mining Permits

ARRETE A/2019/ **6159** /MMG/SGG
PORTANT OCTROI D'UN PERMIS DE RECHERCHE MINIERE A LA
SOCIETE GUINEO - MALIENNE D'OR - SARL

LE MINISTRE

- Vu** la Constitution ;
- Vu** la Loi L/2011/006/CNT du 09 septembre 2011, portant Code Minier de la République de Guinée telle que modifiée par la loi L/2013/053/CNT du 08 avril 2013, portant modification de certaines dispositions du Code Minier ;
- Vu** le Décret D/2014/012/PRG/SGG du 17 janvier 2014, portant gestion des Autorisations et Titres Miniers ;
- Vu** le Décret D/2018/067/PRG/SGG du 21 mai 2018, portant nomination du Premier Ministre, Chef du Gouvernement ;
- Vu** le Décret D/2018/072/PRG/SGG du 25 mai 2018, portant Structure du Gouvernement ;
- Vu** le Décret D/2018/073/PRG/SGG du 25 mai 2018, portant nomination des membres du Gouvernement, tel que modifié à ce jour ;
- Vu** le Décret D/2018/171/PRG/SGG du 16 août 2018, portant attributions et Organisation du Ministère des Mines et de la Géologie ;
- Vu** l'Arrêté conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016, fixant les taux et tarifs des droits fixes, des taxes et redevances résultant de l'octroi, du renouvellement, de la prolongation, du transfert et/ou de l'amodiation des titres miniers et autorisations ;
- Vu** la demande de permis de recherche formulée par la société GUINEO-MALIENNE D'OR - SARL, en date du 12/09/2019;
- Sur** recommandation du Centre de Promotion et de Développement Miniers après examen et avis favorable du Comité Technique des Titres Miniers.

ARRETE

Article 1^{er} : Il est accordé à la société **GUINEO - MALIENNE D'OR - SARL** dont le siège social est établi à l'immeuble Kaloum, 6^{ème} Avenue, quartier Almamy, Commune de Kaloum, Conakry, République de Guinée, E-mail : [redacted]

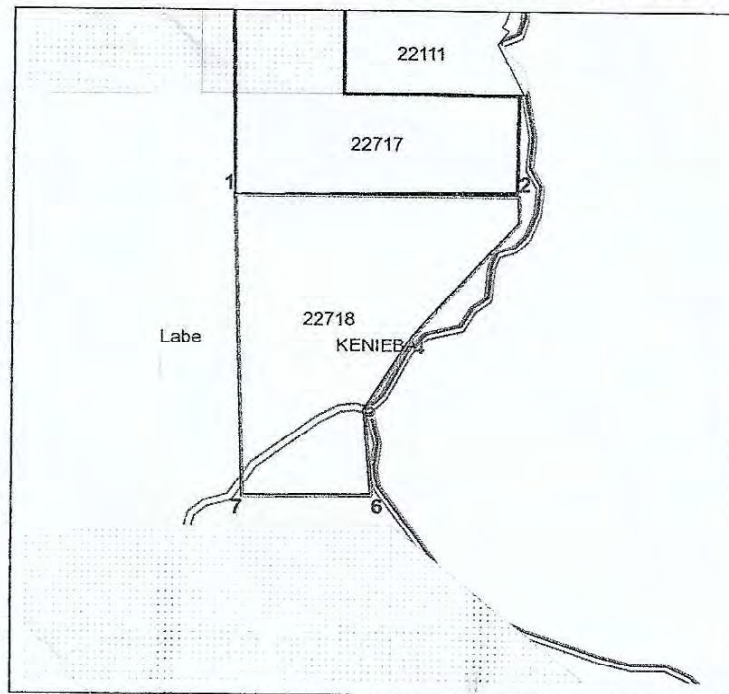
enregistrée au Registre du Commerce et de Crédit Mobilier sous le numéro: RCCM/GN.TCC.2019.B.0 3011 du 21 août 2019, immatriculée le 21/08/2019 sous le numéro d'identification fiscale (NIF): **798581039 un (1) permis de recherche minière d'Or et minéraux associés**, couvrant une superficie de **99,83 km²** dans la Préfecture de **Koubia** et de **Mali**.

Article 2 : La durée de validité du présent permis est fixée à trois (3) ans, renouvelable conformément aux dispositions visées aux Articles 23 et 24 du Code Minier. Ce permis est inscrit dans le registre des Titres Miniers ouvert à cet effet à la Division Informations Géologiques et Minières du CPDM sous le numéro **A/2019/ 230 /DIGM/CPDM**.

Article 3 : Conformément au plan 1/200 000^{ème} de la feuille KENIEBA (ND-29-I), le périmètre du permis ainsi accordé est défini par les coordonnées géographiques ci-dessous :

Ordre	Lat Deg	Lat Min	Lat Sec	N/S	Long Deg	Long Min	Long Sec	O/E
1	12	17	35.36	N	- 11	32	56.36	O
2	12	17	35.52	N	- 11	26	30.44	O
3	12	16	58.30	N	- 11	26	29.20	O
4	12	14	15.13	N	- 11	28	53.29	O
5	12	12	31.30	N	- 11	29	58.76	O
6	12	10	28.96	N	- 11	29	48.84	O
7	12	10	27.60	N	- 11	32	43.70	O

Plan et limites du Permis de Recherche Industrielle (Or)



Article 4 : A compter de la date d'effet du présent permis, le titulaire, la société **GUINEO - MALIENNE D'OR – SARL** a l'obligation d'exécuter conformément à la réglementation minière en vigueur, son programme des travaux et le budget relatifs à l'exploration et à la prospection, soit [redacted]

tels que soumis pour examen et approbation au CPDM.

Le début des travaux ainsi que celui de l'exécution de ce budget doivent intervenir dans un délai maximum de six (6) mois à compter de la date de signature du présent permis. Le titulaire, la société **GUINEO - MALIENNE D'OR – SARL**, fera en sorte que les fonds nécessaires à l'exécution normale et ininterrompue des travaux soient toujours disponibles en Guinée et utilisables pour le projet de recherche susvisé.

Article 5 : Conformément à l'Article 194 du Code Minier, le titulaire du présent permis est tenu de faire une déclaration au préalable à la Direction Nationale des Mines, un (1) mois avant l'ouverture des travaux et trois (3) mois avant leur fermeture.

Article 6 : En plus du personnel recruté par le titulaire, l'Administration Minière mettra à sa disposition des cadres de l'encadrement et du suivi des activités sur le terrain et dont la prise en charge sera assurée par le titulaire du permis.

Article 7 : En raison de l'étendue de la zone des travaux (99,83 km²), le titulaire du présent titre a l'obligation de conduire sur le permis une étude stratégique appropriée, permettant une meilleure connaissance des ressources et réserves sur le site. Les résultats de cette étude stratégique (Schéma de disposition des sondages avec coordonnées géo-référencées bien précises, logs des sondages, résultats d'échantillons, etc.) seront consignés dans les rapports d'activités trimestriels et transmis au CPDM.

Article 8 : Conformément à l'Article 75 du Code Minier, les activités du titulaire, la société **GUINEO - MALIENNE D'OR – SARL**, devront être conduites pour l'or et minéraux associés, de façon à ne pas causer de préjudice à l'activité des titulaires les plus anciens évoluant dans la zone pour des substances autres que l'or.


Article 9 : Conformément aux dispositions visées aux Articles 81 et 197 du Code Minier, pendant la validité du présent titre, le titulaire, la société **GUINEO - MALIENNE D'OR – SARL** est soumis aux obligations suivantes :

- De fournir au CPDM les rapports d'activités mensuels et financiers trimestriels en cinq (5) exemplaires ;
- De faire-part au CPDM de la découverte de toute autre substance au cours des travaux de recherche ;
- De faire suivre les travaux de recherche et de prospection par la Direction Nationale de la Géologie (DNG).

Article 10 : Au titre du présent permis, les obligations du titulaire, la société **GUINEO - MALIENNE D'OR – SARL**, relatives au respect de la réglementation de l'hygiène et de la sécurité des travailleurs, à la préservation de l'environnement et à la remise en état des zones affectées par les travaux sont régies conformément aux dispositions visées aux Articles 64, 104, 143 et 144 du Code Minier et à celles visées aux Articles 20, 60 et 69 du Code de l'Environnement.

Article 11 : En cas de mise en évidence d'un ou de plusieurs gisements économiquement exploitables et à la demande du titulaire, un ou plusieurs permis d'exploitation lui seront accordés conformément à la réglementation minière en vigueur.

Article 12 : Outre les dispositions ci-dessus mentionnées, le titulaire du présent permis est soumis aux paiements :

- Des frais d'instruction fixés forfaitaires suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 [redacted] par permis, soit un total à verser au Compte **N°001 190 2011 000 405** du CPDM à la Banque Centrale de la République de Guinée.
- D'un droit de timbre fixé suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par Km². soit au total dont :
 - [redacted] , à verser au **Compte Devise N°001 190 2011 000 134** du Trésor Public à la Banque Centrale de la République de Guinée ;
 - [redacted] , payables en Franc Guinéen au taux du jour de la Banque Centrale, au Compte **N°001 190 2011 000 402** du Fonds d'Investissement Minier à la Banque Centrale de la République de Guinée. 

- D'une redevance superficielle annuelle fixée suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par Km² par an ([redacted]Km²/an), soit au total : [redacted] payables en Franc Guinéen au taux du jour de la Banque Centrale de la République de Guinée, au lieu d'implantation du permis de recherche susvisé.
- Cinq copies certifiées du reçu de versement doivent être déposées obligatoirement au CPDM, pour enregistrement.
- Des Frais de publication au Journal Officiel (JO), au Compte du Service JO/SGG, à la Banque Centrale de la République de Guinée.

Article 13 : Une exonération des droits et taxes liée à l'importation des équipements et des matériels de prospection sera accordée au titulaire du présent permis, la société **GUINEO - MALIENNE D'OR – SARL**, en accord avec le Ministère en charge du Budget.

La liste des équipements et matériels sera soumise au préalable au CPDM pour avis technique.

Article 14 : Avant l'expiration de la période pour laquelle le présent permis de recherche est accordé, il pourrait y être mis fin par l'Administration Minière aux conditions suivantes :

- Tout manquement du titulaire, la société **GUINEO - MALIENNE D'OR – SARL** aux obligations lui incombant en vertu des Articles 4, 5, 6, 7, 8, 9, 10, 11, 12 et 13 ci-dessus ; et
- Les autres causes de retrait, énoncées à l'Article 88 du Code Minier.

Article 15 : Le Centre de Promotion et de Développement Miniers, la Direction Nationale des Mines, la Direction Nationale de la Géologie, la Direction Régionale des Mines et de la Géologie de Labé, la Direction Préfectorale des Mines et Carrières de Mali, sont chargés chacun en ce qui le concerne, de l'application du présent Arrêté.

Article 16 : Le présent Arrêté qui prend effet à compter de la date de sa signature, et sera enregistré et publié au Journal Officiel de la République.

Conakry, le 06 NOV. 2019 /2019


AMPLIATIONS

PRG/SGG	4
P.M	2
MEF	2
MB	2
MMG	4
CPDM	3
DNM	3
DNG	2
DRM /Labe	2
DPMC/Mali, Koubia	4
Intéressé	2
JO	2/32

 
Abdoulaye MAGASSOUBA

ARRETE A/2019/ **6160** /MMG/SGG
PORTANT OCTROI D'UN PERMIS DE RECHERCHE MINIERE A LA
SOCIETE GUINEO - MALIENNE D'OR - SARL

LE MINISTRE

-  Vu la Constitution ;
- Vu la Loi L/2011/006/CNT du 09 septembre 2011, portant Code Minier de la République de Guinée telle que modifiée par la loi L/2013/053/CNT du 08 avril 2013, portant modification de certaines dispositions du Code Minier ;
- Vu le Décret D/2014/012/PRG/SGG du 17 janvier 2014, portant gestion des Autorisations et Titres Miniers ;
- Vu le Décret D/2018/067/PRG/SGG du 21 mai 2018, portant nomination du Premier Ministre, Chef du Gouvernement ;
- Vu le Décret D/2018/072/PRG/SGG du 25 mai 2018, portant Structure du Gouvernement ;
- Vu le Décret D/2018/073/PRG/SGG du 25 mai 2018, portant nomination des membres du Gouvernement, tel que modifié à ce jour ;
- Vu le Décret D/2018/171/PRG/SGG du 16 août 2018, portant attributions et Organisation du Ministère des Mines et de la Géologie ;
- Vu l'Arrêté conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016, fixant les taux et tarifs des droits fixes, des taxes et redevances résultant de l'octroi, du renouvellement, de la prolongation, du transfert et/ou de l'amodiation des titres miniers et autorisations ;
- Vu la demande de permis de recherche formulée par la société GUINEO-MALIENNE D'OR - SARL, en date du 12/09/2019;
- Sur recommandation du Centre de Promotion et de Développement Miniers après examen et avis favorable du Comité Technique des Titres Miniers.

ARRETE

Article 1^{er} : Il est accordé à la société **GUINEO - MALIENNE D'OR - SARL** dont le siège social est établi à l'immeuble Kaloum, 6^{ème} Avenue, quartier Almamy, Commune de Kaloum, Conakry, République de Guinée, E-mail : [redacted]

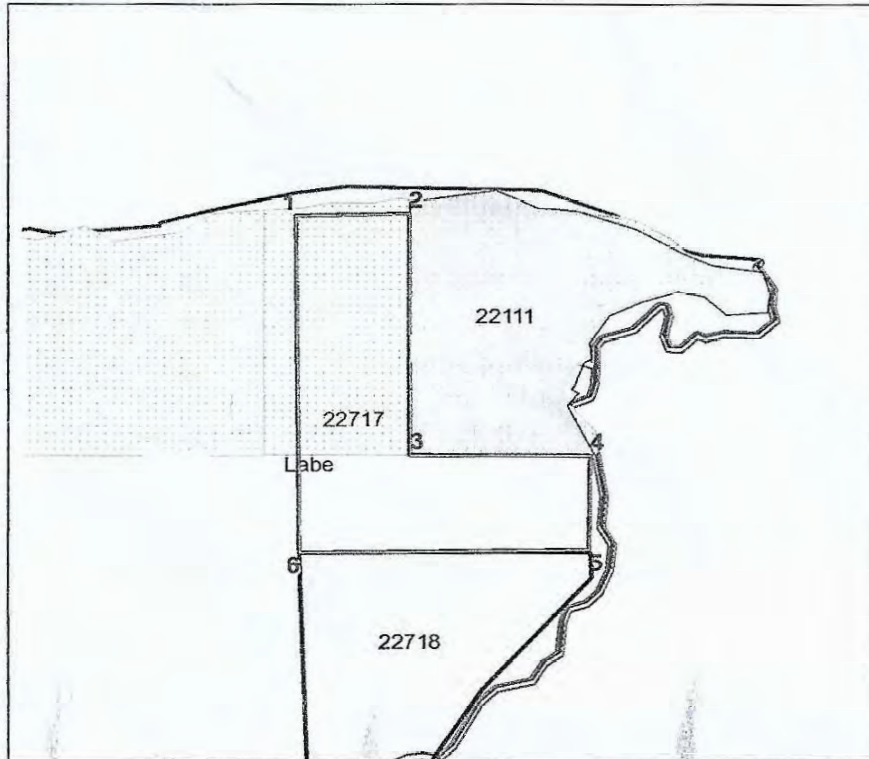
enregistrée au Registre du Commerce et de Crédit Mobilier sous le numéro: RCCM/GN.TCC.2019.B.0 3011 du 21 août 2019, immatriculée le 21/08/2019 sous le numéro d'identification fiscale (NIF): **798581039** un (1) permis de recherche minière d'Or et minéraux associés, couvrant une superficie de **99,97 km²** dans la Préfecture de Mali.

Article 2 : La durée de validité du présent permis est fixée à trois (3) ans, renouvelable conformément aux dispositions visées aux Articles 23 et 24 du Code Minier. Ce permis est inscrit dans le registre des Titres Miniers ouvert à cet effet à la Division Informations Géologiques et Minières du CPDM sous le numéro **A/2019/229** /DIGM/CPDM.

Article 3 : Conformément au plan 1/200 000^{ème} de la feuille KENIEBA (ND-29-I), le périmètre du permis ainsi accordé est défini par les coordonnées géographiques ci-dessous :

Ordre	Lat Deg	Lat Min	Lat Sec	N/S	Long Deg	Long Min	Long Sec	O/E
1	12	25	51.46	N	- 11	33	1.21	O
2	12	25	55.43	N	- 11	30	29.85	O
3	12	19	59.77	N	- 11	30	29.27	O
4	12	19	58.89	N	- 11	26	31.04	O
5	12	17	40.38	N	- 11	26	32.57	O
6	12	17	35.50	N	- 11	32	56.40	O

Plan et limites du Permis de Recherche Industrielle (Or)



Article 4 : A compter de la date d'effet du présent permis, le titulaire, la société **GUINEO - MALIENNE D'OR – SARL** a l'obligation d'exécuter conformément à la réglementation minière en vigueur, son programme des travaux et le budget relatifs à l'exploration et à la prospection, soit [redacted]

tels que soumis pour examen et approbation au CPDM.

Le début des travaux ainsi que celui de l'exécution de ce budget doivent intervenir dans un délai maximum de six (6) mois à compter de la date de signature du présent permis. Le titulaire, la société **GUINEO - MALIENNE D'OR – SARL**, fera en sorte que les fonds nécessaires à l'exécution normale et ininterrompue des travaux soient toujours disponibles en Guinée et utilisables pour le projet de recherche susvisé.

Article 5 : Conformément à l'Article 194 du Code Minier, le titulaire du présent permis est tenu de faire une déclaration au préalable à la Direction Nationale des Mines, un (1) mois avant l'ouverture des travaux et trois (3) mois avant leur fermeture.

Article 6 : En plus du personnel recruté par le titulaire, l'Administration Minière mettra à sa disposition des cadres de l'encadrement et du suivi des activités sur le terrain et dont la prise en charge sera assurée par le titulaire du permis.

Article 7 : En raison de l'étendue de la zone des travaux (**99,97 km²**), le titulaire du présent titre a l'obligation de conduire sur le permis une étude stratégique appropriée, permettant une meilleure connaissance des ressources et réserves sur le site. Les résultats de cette étude stratégique (Schéma de disposition des sondages avec coordonnées géo-référencées bien précises, logs des sondages, résultats d'échantillons, etc.) seront consignés dans les rapports d'activités trimestriels et transmis au CPDM.

Article 8 : Conformément à l'Article 75 du Code Minier, les activités du titulaire, la société **GUINEO - MALIENNE D'OR – SARL**, devront être conduites pour l'**or** et **minéraux associés**, de façon à ne pas causer de préjudice à l'activité des titulaires les plus anciens évoluant dans la zone pour des substances autres que l'**or**.

Article 9 : Conformément aux dispositions visées aux Articles 81 et 197 du Code Minier, pendant la validité du présent titre, le titulaire, la société **GUINEO - MALIENNE D'OR – SARL** est soumis aux obligations suivantes :

- De fournir au CPDM les rapports d'activités mensuels et financiers trimestriels en cinq (5) exemplaires ;
- De faire-part au CPDM de la découverte de toute autre substance au cours des travaux de recherche ;
- De faire suivre les travaux de recherche et de prospection par la Direction Nationale de la Géologie (DNG).

Article 10 : Au titre du présent permis, les obligations du titulaire, la société **GUINEO - MALIENNE D'OR – SARL**, relatives au respect de la réglementation de l'hygiène et de la sécurité des travailleurs, à la préservation de l'environnement et à la remise en état des zones affectées par les travaux sont régies conformément aux dispositions visées aux Articles 64, 104, 143 et 144 du Code Minier et à celles visées aux Articles 20, 60 et 69 du Code de l'Environnement.

Article 11 : En cas de mise en évidence d'un ou de plusieurs gisements économiquement exploitables et à la demande du titulaire, un ou plusieurs permis d'exploitation lui seront accordés conformément à la réglementation minière en vigueur.

Article 12 : Outre les dispositions ci-dessus mentionnées, le titulaire du présent permis est soumis aux paiements :

- Des frais d'instruction fixés forfaitaires suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 [redacted] par permis, soit un total de [redacted] à verser au Compte **N°001 190 2011 000 405** du CPDM à la Banque Centrale de la République de Guinée.
- D'un droit de timbre fixé suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par Km², soit au total dont :
 - [redacted] , à verser au **Compte Devise N°001 190 2011 000 134** du Trésor Public à la Banque Centrale de la République de Guinée ;
 - [redacted] payables en Franc Guinéen au taux du jour de la Banque Centrale, au Compte **N°001 190 2011 000 402** du Fonds d'Investissement Minier à la Banque Centrale de la République de Guinée.

- D'une redevance superficielle annuelle fixée suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par Km² par an ([redacted] /Km²/an), soit au total : [redacted] payables en Franc Guinéen au taux du jour de la Banque Centrale de la République de Guinée, au lieu d'implantation du permis de recherche susvisé.
- Cinq copies certifiées du reçu de versement doivent être déposées obligatoirement au CPDM, pour enregistrement.
- Des Frais de publication au Journal Officiel (JO), au Compte du Service JO/SGG, à la Banque Centrale de la République de Guinée.

Article 13 : Une exonération des droits et taxes liée à l'importation des équipements et des matériels de prospection sera accordée au titulaire du présent permis, la société **GUINEO - MALIENNE D'OR – SARL**, en accord avec le Ministère en charge du Budget.

La liste des équipements et matériels sera soumise au préalable au CPDM pour avis technique.

Article 14 : Avant l'expiration de la période pour laquelle le présent permis de recherche est accordé, il pourrait y être mis fin par l'Administration Minière aux conditions suivantes :

- Tout manquement du titulaire, la société **GUINEO - MALIENNE D'OR – SARL** aux obligations lui incombant en vertu des Articles 4, 5, 6, 7, 8, 9, 10,11, 12 et 13 ci-dessus ; et
- Les autres causes de retrait, énoncées à l'Article 88 du Code Minier.

Article 15 : Le Centre de Promotion et de Développement Miniers, la Direction Nationale des Mines, la Direction Nationale de la Géologie, la Direction Régionale des Mines et de la Géologie de Labé, les Directions Préfectorales des Mines et Carrières de Mali, sont chargés chacun en ce qui le concerne, de l'application du présent Arrêté.

Article 16 : Le présent Arrêté qui prend effet à compter de la date de sa signature, et sera enregistré et publié au Journal Officiel de la République.

Conakry, le 06 NOV. 2019 /2019

AMPLIATIONS

PRG/SGG	4
P.M	2
MEF	2
MB	2
MMG	4
CPDM	3
DNM	3
DNG	2
DRM /Labe	2
DPMC/Mali	2
Intéressé	2
JO	2/30



Abdoulaye MAGASSOUBA



ARRETE A/2020/ 2258 /MMG/SGG
PORTANT OCTROI D'UN PERMIS DE RECHERCHE MINIERE A LA
SOCIETE GUINEO - MALIENNE D'OR - SARL

LE MINISTRE

- Vu la Constitution ;
- Vu la Loi L/2011/006/CNT du 09 septembre 2011, portant Code Minier de la République de Guinée telle que modifiée par la loi L/2013/053/CNT du 08 avril 2013, portant modification de certaines dispositions du Code Minier ;
- Vu le Décret D/2014/012/PRG/SGG du 17 janvier 2014, portant gestion des Autorisations et Titres Miniers ;
- Vu le Décret D/2018/067/PRG/SGG du 21 mai 2018, portant nomination du Premier Ministre, Chef du Gouvernement ;
- Vu le Décret D/2020/122/PRG/SGG du 19 juin 2020, portant réaménagement du Gouvernement;
- Vu le Décret D/2018/171/PRG/SGG du 16 août 2018, portant attributions et Organisation du Ministère des Mines et de la Géologie ;
- Vu l'Arrêté conjoint A/2016/6074/MEF/MMG/SGG du 26 septembre 2016, fixant les taux et tarifs des droits fixes, des taxes et redevances résultant de l'octroi, du renouvellement, de la prolongation, du transfert et/ou de l'amodiation des titres miniers et autorisations ;
- Vu la demande de permis de recherche formulée par la SOCIETE GUINEO-MALIENNE D'OR - SARL, en date du 02/06/2020 ;
- Sur recommandation du Centre de Promotion et de Développement Miniers après examen et avis favorable du Comité Technique des Titres Miniers.

ARRETE

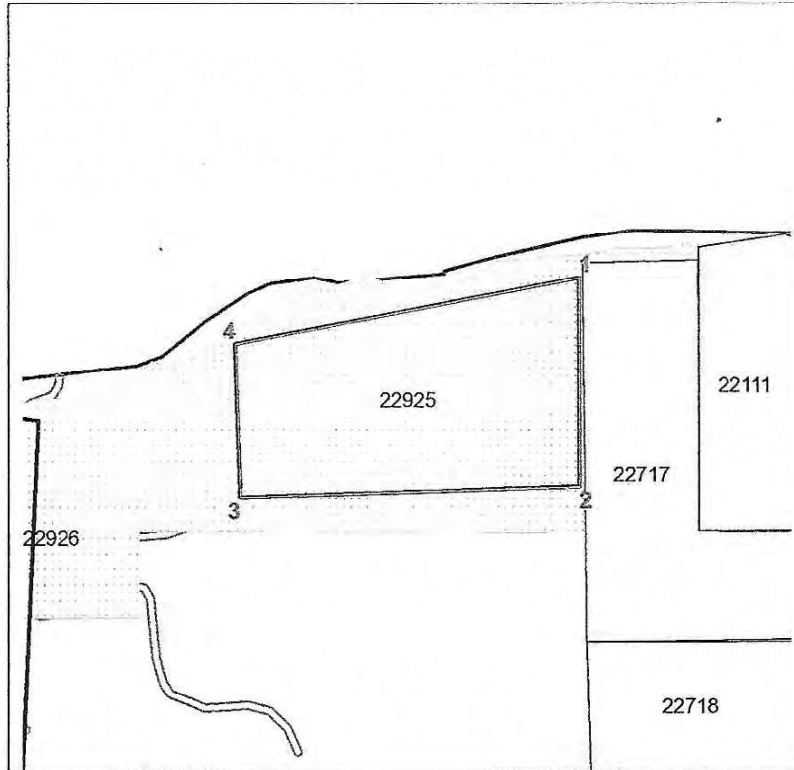
Article 1^{er} : Il est accordé à la **SOCIETE GUINEO- MALIENNE D'OR - SARL** dont le siège social est établi à l'immeuble Kaloum, 6^{ème} Avenue, quartier Almamy, Commune de Kaloum, Conakry, République de Guinée, E-mail : [redacted] _____ enregistrée au Registre de Commerce et du Crédit Mobilier sous le numéro: RCCM/GN.TCC.2019.B.0 3011 du 21 août 2019, immatriculée le 21/08/2019 sous le numéro d'identification fiscale (NIF): **798581039**, un (1) permis de recherche minière d'Or et **minéraux associés**, couvrant une superficie de **99,30 km²** dans la Préfecture de **Mali**.

Article 2 : La durée de validité du présent permis est fixée à trois (3) ans, renouvelable conformément aux dispositions visées aux Articles 23 et 24 du Code Minier. Ce permis est inscrit dans le registre des Titres Miniers ouvert à cet effet à la Division Informations Géologiques et Minières du CPDM sous le numéro **A/2020/ 123 /DIGM/CPDM**

Article 3 : Conformément au plan 1/200 000^{ème} de la feuille KENIEBA (ND-29-I), le périmètre du permis ainsi accordé est défini par les coordonnées géographiques ci-dessous :

Ordre	Lat Deg	Lat Min	Lat Sec	N/S	Long Deg	Long Min	Long Sec	O/E
1	12	25	31.97	N	- 11	33	5.50	O
2	12	20	57.50	N	- 11	33	5.50	O
3	12	20	43.60	N	- 11	40	30.21	O
4	12	24	5.12	N	- 11	40	37.16	O

Plan et limites du Permis de Recherche Industrielle (Or)



Article 4 : A compter de la date d'effet du présent permis, le titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL** a l'obligation d'exécuter conformément à la réglementation minière en vigueur, son programme des travaux et le budget relatifs à l'exploration et à la prospection, soit [redacted]

tels que soumis pour examen et approbation au CPDM.

Le début des travaux ainsi que celui de l'exécution de ce budget doivent intervenir dans un délai maximum de six (6) mois à compter de la date de signature du présent permis. Le titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL**, fera en sorte que les fonds nécessaires à l'exécution normale et ininterrompue des travaux soient toujours disponibles en Guinée et utilisables pour le projet de recherche susvisé.

Article 5 : Conformément à l'Article 194 du Code Minier, le titulaire du présent permis est tenu de faire une déclaration au préalable à la Direction Nationale des Mines, un (1) mois avant l'ouverture des travaux et trois (3) mois avant leur fermeture.

Article 6 : En plus du personnel recruté par le titulaire, l'Administration Minière mettra à sa disposition des cadres de l'encadrement et du suivi des activités sur le terrain et dont la prise en charge sera assurée par le titulaire du permis.

Article 7 : En raison de l'étendue de la zone des travaux (99,30 km²), le titulaire du présent titre a l'obligation de conduire sur le permis une étude stratégique appropriée, permettant une meilleure connaissance des ressources et réserves sur le site. Les résultats de cette étude stratégique (Schéma de disposition des sondages avec coordonnées géo-référencées bien précises, logs des sondages, résultats d'échantillons, etc.) seront consignés dans les rapports d'activités trimestriels et transmis au CPDM.

Article 8 : Conformément à l'Article 75 du Code Minier, les activités du titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL**, devront être conduites pour l'or et minéraux associés, de façon à ne pas causer de préjudice à l'activité des titulaires les plus anciens évoluant dans la zone pour des substances autres que l'or.

Article 9 : Conformément aux dispositions visées aux Articles 81 et 197 du Code Minier, pendant la validité du présent titre, le titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL** est soumis aux obligations suivantes :

- De fournir au CPDM les rapports d'activités mensuels et financiers trimestriels en cinq (5) exemplaires ;
- De faire-part au CPDM de la découverte de toute autre substance au cours des travaux de recherche ;
- De faire suivre les travaux de recherche et de prospection par la Direction Nationale de la Géologie (DNG).

Article 10 : Au titre du présent permis, les obligations du titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL**, relatives au respect de la réglementation de l'hygiène et de la sécurité des travailleurs, à la préservation de l'environnement et à la remise en état des zones affectées par les travaux sont régies conformément aux dispositions visées aux Articles 64, 104, 143 et 144 du Code Minier et à celles visées aux Articles 20, 60 et 69 du Code de l'Environnement.

Article 11 : En cas de mise en évidence d'un ou de plusieurs gisements économiquement exploitables et à la demande du titulaire, un ou plusieurs permis d'exploitation lui seront accordés conformément à la réglementation minière en vigueur.

Article 12 : Outre les dispositions ci-dessus mentionnées, le titulaire du présent permis est soumis aux paiements :

- Des frais d'instruction fixés forfaitaires suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par permis, soit un total de à verser au Compte N° 001 190 2011 000 405 du CPDM à la Banque Centrale de la République de Guinée.
- D'un droit de timbre fixé suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à par Km², soit au total dont :
 - [redacted], à verser au Compte Devise N°001 190 2011 000 134 du Trésor Public à la Banque Centrale de la République de Guinée ;
 - [redacted], payables en Franc Guinéen au taux du jour de la Banque Centrale, au Compte N°001 190 2011 000 402 du Fonds d'Investissement Minier à la Banque Centrale de la République de Guinée.

- D'une redevance superficielle annuelle fixée suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 [redacted] par Km² par an (' Km²/an), soit au total : [redacted] payables en Franc Guinéen au taux du jour de la Banque Centrale de la République de Guinée, au lieu d'implantation du permis de recherche susvisé.
- Cinq copies certifiées du reçu de versement doivent être déposées obligatoirement au CPDM, pour enregistrement.
- Des Frais de publication au Journal Officiel (JO), au Compte du Service JO/SGG, à la Banque Centrale de la République de Guinée.

Article 13 : Une exonération des droits et taxes liée à l'importation des équipements et des matériels de prospection sera accordée au titulaire du présent permis, la **SOCIETE GUINEO- MALIENNE D'OR - SARL**, en accord avec le Ministère en charge du Budget.

La liste des équipements et matériels sera soumise au préalable au CPDM pour avis technique.

Article 14 : Avant l'expiration de la période pour laquelle le présent permis de recherche est accordé, il pourrait y être mis fin par l'Administration Minière aux conditions suivantes :

- Tout manquement du titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL** aux obligations lui incombant en vertu des Articles 4, 5, 6, 7, 8, 9, 10, 11, 12 et 13 ci-dessus ; et
- Les autres causes de retrait, énoncées à l'Article 88 du Code Minier.


Article 15 : Le Centre de Promotion et de Développement Miniers, la Direction Nationale des Mines, la Direction Nationale de la Géologie, la Direction Régionale des Mines et de la Géologie de Labé, la Direction Préfectorale des Mines et Carrières de Mali, sont chargés chacun en ce qui le concerne, de l'application du présent Arrêté.


Article 16 : Le présent Arrêté qui prend effet à compter de la date de sa signature, et sera enregistré et publié au Journal Officiel de la République.

Conakry, le _____ 05 AOUT 2020 /2020

AMPLIATIONS

PRG/SGG	4
P.M	2
MEF	2
MB	2
MMG	4
CPDM	3
DNM	3
DNG	2
DRM /Labé	2
DPMC/Mali	2
Intéressé	2
JO	2/30





Abdoulaye MAGASSOUBA



ARRETE A/2020/ 2259 /MMG/SGG
PORTANT OCTROI D'UN PERMIS DE RECHERCHÉ MINIERE A LA
SOCIETE GUINEO - MALIENNE D'OR - SARL

LE MINISTRE

- [Signature]*
- Vu la Constitution ;
 - Vu la Loi L/2011/006/CNT du 09 septembre 2011, portant Code Minier de la République de Guinée telle que modifiée par la loi L/2013/053/CNT du 08 avril 2013, portant modification de certaines dispositions du Code Minier ;
 - Vu le Décret D/2014/012/PRG/SGG du 17 janvier 2014, portant gestion des Autorisations et Titres Miniers ;
 - Vu le Décret D/2018/067/PRG/SGG du 21 mai 2018, portant nomination du Premier Ministre, Chef du Gouvernement ;
 - Vu le Décret D/2020/122/PRG/SGG du 19 juin 2020, portant réaménagement du Gouvernement ;
 - Vu le Décret D/2018/171/PRG/SGG du 16 août 2018, portant attributions et Organisation du Ministère des Mines et de la Géologie ;
 - Vu l'Arrêté conjoint A/2016/6074/MEF/MMG/SGG du 26 septembre 2016, fixant les taux et tarifs des droits fixes, des taxes et redevances résultant de l'octroi, du renouvellement, de la prolongation, du transfert et/ou de l'amodiation des titres miniers et autorisations ;
 - Vu la demande de permis de recherche formulée par la SOCIETE GUINEO-MALIENNE D'OR - SARL, en date du 02/06/2020 ;
- Sur recommandation du Centre de Promotion et de Développement Miniers après examen et avis favorable du Comité Technique des Titres Miniers.

ARRETE

Article 1^{er} : Il est accordé à la SOCIETE GUINEO-MALIENNE D'OR - SARL dont le siège social est établi à l'immeuble Kaloum, 6^{ème} Avenue, quartier Almamy, Commune de Kaloum, Conakry, République de Guinée, E-mail : [redacted]

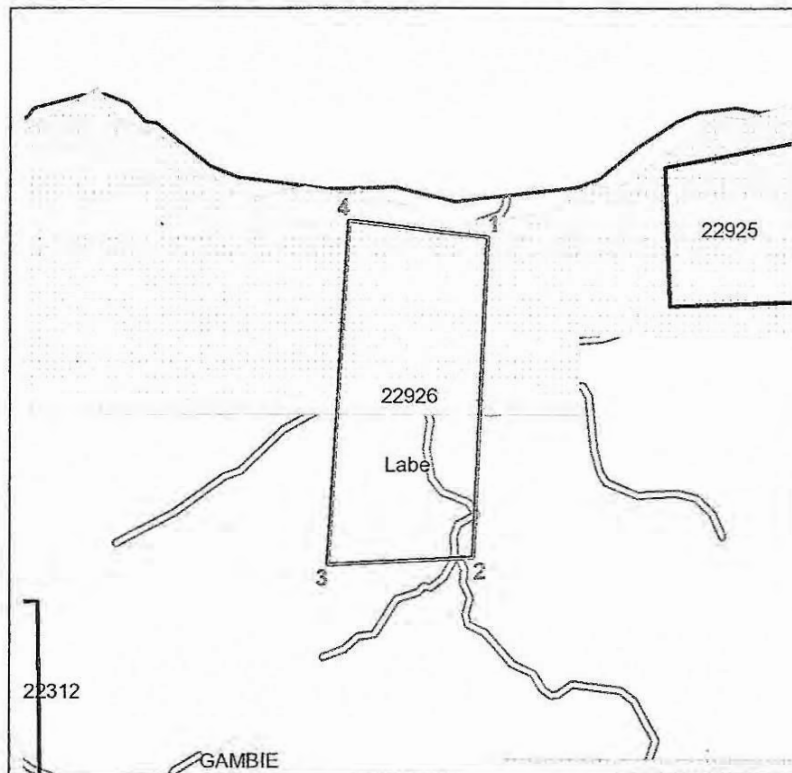
enregistrée au
Registre de Commerce et du Crédit Mobilier sous le numéro: RCCM/GN.TCC.2019.B.0
3011 du 21 août 2019, immatriculée le 21/08/2019 sous le numéro d'identification fiscale
(NIF): 798581039, un (1) permis de recherche minière d'Or et minéraux associés,
couvrant une superficie de 93,00 km² dans la Préfecture de Mali.

Article 2 : La durée de validité du présent permis est fixée à trois (3) ans, renouvelable conformément aux dispositions visées aux Articles 23 et 24 du Code Minier. Ce permis est inscrit dans le registre des Titres Miniers ouvert à cet effet à la Division Informations Géologiques et Minières du CPDM sous le numéro A/2020/ 124 -/DIGM/CPDM

Article 3 : Conformément au plan 1/200 000^{ème} de la feuille KENIEBA (ND-29-I), le périmètre du permis ainsi accordé est défini par les coordonnées géographiques ci-dessous :

Ordre	Lat Deg	Lat Min	Lat Sec	N/S	Long Deg	Long Min	Long Sec	O/E
1	12	22	24.36	N	- 11	44	54.26	O
2	12	14	38.80	N	- 11	45	15.10	O
3	12	14	28.38	N	- 11	48	47.04	O
4	12	22	48.68	N	- 11	48	15.77	O

Plan et limites du Permis de Recherche Industrielle (Or)



Article 4 : A compter de la date d'effet du présent permis, le titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL** a l'obligation d'exécuter conformément à la réglementation minière en vigueur, son programme des travaux et le budget relatifs à l'exploration et à la prospection, soit [redacted]

tels que soumis pour examen et approbation au CPDM.

Le début des travaux ainsi que celui de l'exécution de ce budget doivent intervenir dans un délai maximum de six (6) mois à compter de la date de signature du présent permis. Le titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL**, fera en sorte que les fonds nécessaires à l'exécution normale et ininterrompue des travaux soient toujours disponibles en Guinée et utilisables pour le projet de recherche susvisé.

Article 5 : Conformément à l'Article 194 du Code Minier, le titulaire du présent permis est tenu de faire une déclaration au préalable à la Direction Nationale des Mines, un (1) mois avant l'ouverture des travaux et trois (3) mois avant leur fermeture.

Article 6 : En plus du personnel recruté par le titulaire, l'Administration Minière mettra à sa disposition des cadres de l'encadrement et du suivi des activités sur le terrain et dont la prise en charge sera assurée par le titulaire du permis.

Article 7 : En raison de l'étendue de la zone des travaux (93,00 km²), le titulaire du présent titre a l'obligation de conduire sur le permis une étude stratégique appropriée, permettant une meilleure connaissance des ressources et réserves sur le site. Les résultats de cette étude stratégique (Schéma de disposition des sondages avec coordonnées géo-référencées bien précises, logs des sondages, résultats d'échantillons, etc.) seront consignés dans les rapports d'activités trimestriels et transmis au CPDM.

Article 8 : Conformément à l'Article 75 du Code Minier, les activités du titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL**, devront être conduites pour l'or et minéraux associés, de façon à ne pas causer de préjudice à l'activité des titulaires les plus anciens évoluant dans la zone pour des substances autres que l'or.

Article 9 : Conformément aux dispositions visées aux Articles 81 et 197 du Code Minier, pendant la validité du présent titre, le titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL** est soumis aux obligations suivantes :

- De fournir au CPDM les rapports d'activités mensuels et financiers trimestriels en cinq (5) exemplaires ;
- De faire-part au CPDM de la découverte de toute autre substance au cours des travaux de recherche ;
- De faire suivre les travaux de recherche et de prospection par la Direction Nationale de la Géologie (DNG).

Article 10 : Au titre du présent permis, les obligations du titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL**, relatives au respect de la réglementation de l'hygiène et de la sécurité des travailleurs, à la préservation de l'environnement et à la remise en état des zones affectées par les travaux sont régies conformément aux dispositions visées aux Articles 64, 104, 143 et 144 du Code Minier et à celles visées aux Articles 20, 60 et 69 du Code de l'Environnement.

Article 11 : En cas de mise en évidence d'un ou de plusieurs gisements économiquement exploitables et à la demande du titulaire, un ou plusieurs permis d'exploitation lui seront accordés conformément à la réglementation minière en vigueur.

Article 12 : Outre les dispositions ci-dessus mentionnées, le titulaire du présent permis est soumis aux paiements :

- Des frais d'instruction fixés forfaitaires suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par permis, soit un total de [redacted] à verser au Compte N° 001 190 2011 000 405 du CPDM à la Banque Centrale de la République de Guinée.
- D'un droit de timbre fixé suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par Km², soit au total [redacted] dont :
 - [redacted] , à verser au **Compte Devise N°001 190 2011 000 134** du Trésor Public à la Banque Centrale de la République de Guinée ;
 - [redacted] payables en [redacted] au taux du jour de la Banque Centrale, au Compte N°001 190 2011 000 402 du Fonds d'Investissement Minier à la Banque Centrale de la République de Guinée.

- D'une redevance superficielle annuelle fixée suivant l'Arrêté Conjoint AC/2016/6074/MEF/MB/MMG/SGG du 26 septembre 2016 à [redacted] par Km² par an (/Km²/an), soit au total : [redacted] US, payables en Franc Guinéen au taux du jour de la Banque Centrale de la République de Guinée, au lieu d'implantation du permis de recherche susvisé.
- Cinq copies certifiées du reçu de versement doivent être déposées obligatoirement au CPDM, pour enregistrement.
- Des Frais de publication au Journal Officiel (JO), au Compte du Service JO/SGG, à la Banque Centrale de la République de Guinée.

Article 13 : Une exonération des droits et taxes liée à l'importation des équipements et des matériels de prospection sera accordée au titulaire du présent permis, la **SOCIETE GUINEO- MALIENNE D'OR - SARL**, en accord avec le Ministère en charge du Budget.

La liste des équipements et matériels sera soumise au préalable au CPDM pour avis technique.

Article 14 : Avant l'expiration de la période pour laquelle le présent permis de recherche est accordé, il pourrait y être mis fin par l'Administration Minière aux conditions suivantes :

- Tout manquement du titulaire, la **SOCIETE GUINEO- MALIENNE D'OR - SARL** aux obligations lui incombant en vertu des Articles 4, 5, 6, 7, 8, 9, 10,11, 12 et 13 ci-dessus ; et
- Les autres causes de retrait, énoncées à l'Article 88 du Code Minier.

Article 15 : Le Centre de Promotion et de Développement Miniers, la Direction Nationale des Mines, la Direction Nationale de la Géologie, la Direction Régionale des Mines et de la Géologie de Labé, la Direction Préfectorale des Mines et Carrières de Mali, sont chargés chacun en ce qui le concerne, de l'application du présent Arrêté.

Article 16 : Le présent Arrêté qui prend effet à compter de la date de sa signature, et sera enregistré et publié au Journal Officiel de la République.

Conakry, le 05 AOUT 2020 /2020

AMPLIATIONS

PRG/SGG	4
P.M	2
MEF	2
MB	2
MMG	4
CPDM	3
DNM	3
DNG	2
DRM /Labé	2
DPMC/Mali	2
Intéressé	2
JO	2/30

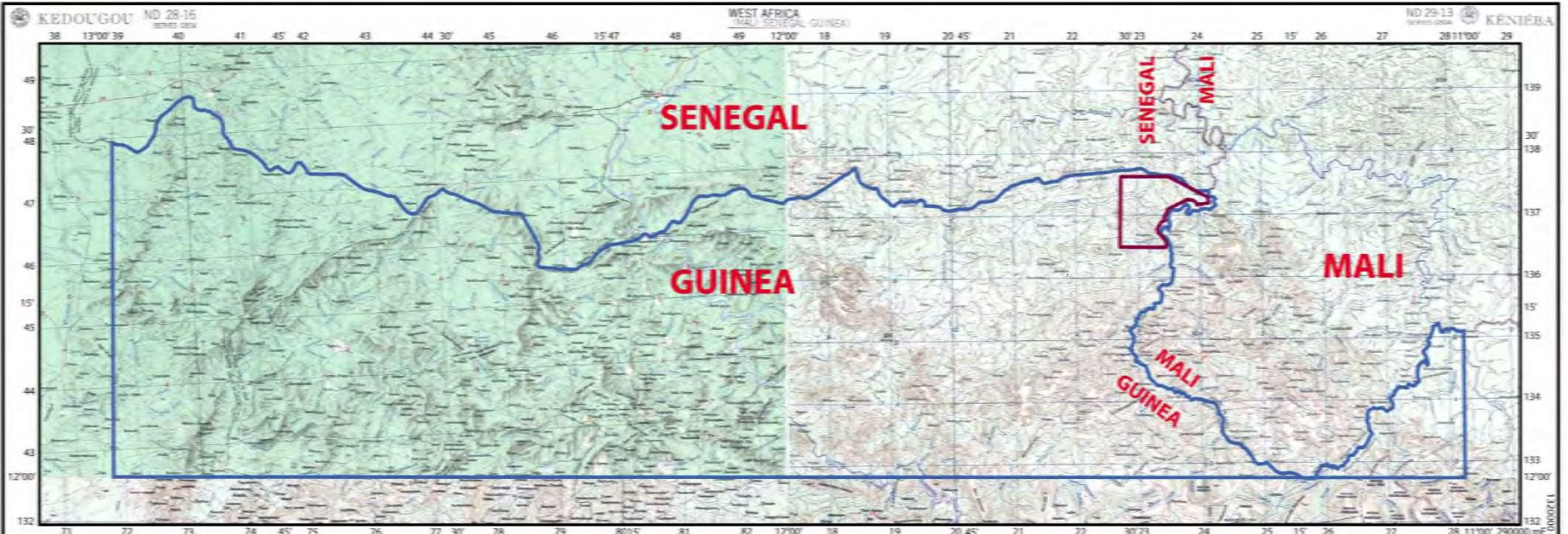


[Signature]

Abdoulaye MAGASSOUBA

SCHEDULE "B"

Additional Property Area



LABÉ REFER TO THIS MAP AS NC 28-4
SERIES 00A

TOUGUÉ REFER TO THIS MAP AS NC 29-1
SERIES 00A

Karita Gold Corp.	
Map showing the	AMI
Draft by : S. Fortin - August 10/2020	
Approved by : J. M. Gagnon, Ing. MBA - August 10/2020	

NSR Royalty Applicable

NSR Royalty Exclusion

