



Orogen Gold PLC - ORE Completion of Silverton Earn-In Agreement
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**Orogen Gold Plc
("Orogen Gold", "Orogen" or "the Company")**

EARN-IN AGREEMENT SIGNED OVER GOLD-SILVER PROPERTY IN NEVADA, USA

Orogen is pleased to confirm that it has completed due diligence and executed a full Earn-In Agreement with Galileo Resources plc, ("Galileo") covering the Silverton gold-silver property in Nevada, USA, as envisaged under the terms of a previously signed Term Sheet announced in an RNS on 21 April 2016. Orogen will have the right to earn-in to an initial 51% interest in Galileo's Silverton Gold-Silver property ("Silverton" or the "Property") in Nevada, USA by way of exploration expenditure of US\$400,000 within 18 months and thereafter the possibility to spend an additional US\$1,500,000 within 30 months to earn-in a further 24% interest, in total 75%, in the Property.

Galileo will have the right to participate pro rata after Orogen's initial 51% earn-in; should it exercise this right it would retain a 49% equity interest in Silverton. Refer to Appendix I below for further details of the terms and to the news release of 21 April 2016 for more technical details regarding the property.

Highlights

- **Due diligence review successfully completed and definitive agreement signed**
- **Orogen has the right to earn an initial 51% interest in the Silverton project over the 6km² claim area through exploration spend of US\$400,000 over 18 months**
- **Orogen may earn an additional 24% interest in the project through a further exploration spend of US\$1.5 million over a subsequent 30-month period**

- Galileo retains the right to participate pro rata after Orogen's initial 51% earn-in
- Site visit identifies new target with historic silver/gold workings along cross structure
- Focussed re-mapping and sampling programme commences to confirm sites for an initial diamond drilling phase

Adam Reynolds Chairman said: "We are pleased to report the completion of the definitive agreement with Galileo covering the Silverton property. Interestingly, our site visit has already pointed to additional targets not highlighted in the most recent historic reports, which augurs well for further exploration and drill target delineation. Further news will be released as we move towards initial drill testing in the coming months."

The Property

The Silverton property comprises a block of 72 lode claims covering about 6km² located northeast of Tonopah, Nevada USA, where historic exploration has discovered widespread gold mineralisation in a very prospective geological and structural setting.

Technical Sign-Off

Ed Slowey, Operations Director of Orogen, is a Competent Person as defined by various international instruments and takes responsibility for the release of this information.

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About Orogen Gold

Orogen Gold plc is a UK public company quoted on the London Stock Exchange AIM market (ticker: ORE). The Company is focused on mineral exploration and development and is currently operating a gold exploration project at Mutsk in Armenia. The Mutsk project was optioned by Orogen early in 2013 to follow-up reports of a new epithermal discovery within an established gold district. Exploration by Orogen has confirmed and extended the gold discovery through diamond drilling and the deposit remains open in several directions.

First Earn-In

- Orogen shall spend US\$400,000 on Exploration Expenditure within 18 months from the signature date of the Agreement, the exploration programme to include a drilling component. On completion Orogen will have a 51% undivided interest in the Property with Galileo holding the other 49% interest. If the full amount is not spent on exploration within the required period then Orogen shall have the right to transfer any shortfall in expenditure on the Property and such transfer will form part of the First Earn-In expenditure, provided that the shortfall does not exceed US\$100,000. Any funds thus transferred will be used exclusively for approved exploration to complete the First Earn-In.
- Should Orogen not complete the First Earn-In by, or within 30 days of, the end of First Earn-In period, then the Agreement shall be dissolved, with no recourse by Orogen to investment capital and payments made.

Second Earn-In

- Orogen may spend a further US\$1,500,000 on exploration expenditure within 30 months commencing within 30 days of completion of the First Earn-in to earn a further 24% undivided interest in the Property, giving Orogen an aggregate 75% interest in the Property, at which point Galileo shall have a 25% interest in the Property. However Galileo shall have the right at its election to contribute pro rata to expenditure during the Second Earn-In to maintain its 49% interest in the Property.
- If Orogen continues to sole fund during the Second Earn-In and the full amount is not spent on exploration within the required period then Orogen shall have the right to transfer any shortfall in expenditure on the Property and such transfer will form part of the Earn-In expenditure, provided that the shortfall does not exceed US\$200,000. Any funds thus transferred will be used exclusively for approved exploration to complete the Second Earn-In. If Orogen spends a minimum of US\$1,000,000 during the Second Earn-In period, but does not complete the full Earn-In expenditure, then it will earn a pro-rata additional interest in the Property. If Orogen fails to spend the minimum US\$1,000,000 during the Second Earn-In period then its interest shall remain at 51%.
- On completion of the First or Second Earn-In the parties may form a JV, pro rata their interest in the Property with contractual terms in line with this Agreement. The JV shall aim to advance and develop the Property towards commercial production including but not limited to bankable feasibility study. If either Party elects not to contribute pro rata its interest in the JV to production, such non-contributing Party's interest in the JV shall be subject to a straight-line dilution to a minimum 5% interest in the JV, at which time the non-contributing Party's interest shall be converted to a 5% net profit (before tax) interest.
- Orogen, during First Earn-In and Second Earn-In shall be the Operator of all exploration work on the Property as long as it meets its requirements under the Agreement
- Orogen and Galileo may assign or sell all or parts of their interest under the Agreement to any third party subject to the first right of refusal of the non-assigning Party, on the same terms and conditions of assign or sale to the third party.

- Orogen may in its sole discretion terminate this Agreement at any time by giving not less than 30 (thirty) days prior written notice to that effect to Galileo.

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