UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 20-F

☐ **REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**
For the fiscal year ended December 31, 2022

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

OR

☐ **SHELL COMPANY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 193**
Date of event requiring this shell company report ……

For the transition period from …… to ……

Commission file number 001-38164

Caledonia Mining Corporation Plc
(Exact name of Registrant as specified in its charter)

Jersey, Channel Islands
(Jurisdiction of incorporation or organization)

Caledonia Mining Corporation Plc
B006 Millais House, Castle Quay, St Helier, Jersey, JE2 3EF
(Address of principal executive offices)

Mark Learmonth, +44 1534 679 800, mlearmonth@caledoniamining.com, B006 Millais House, Castle Quay, St Helier, Jersey Channel Islands, JE2 3EF.
(Name, telephone, email and/or facsimile number and address of Company Contact Person)

Securities registered or to be registered pursuant to Section 12(b) of the Act:

Title of Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Shares, no par value	CMCL	NYSE American LLC

Securities registered or to be registered pursuant to Section 12(g) of the Act: None

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act: None

Indicate the number of outstanding shares of each of the issuer's classes of capital or stock as of the closing of the period covered by the annual report:

12,833,126 ("**Common shares**" or "**shares**")

Indicate by check mark if the registration is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

☐Yes ☒ No

If this report is an annual or transition report, indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

☐Yes ☒ No

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days

☒Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

☒Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, and/or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer ☐ Accelerated filer ☒
Non-accelerated filer ☐ Emerging growth company ☒

If an emerging growth company that prepares its financial statements in accordance with U.S. GAAP, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards† provided pursuant to Section 13(a) of the Exchange Act. ☐

† The term "new or revised financial accounting standard" refers to any update issued by the Financial Accounting Standards Board to its Accounting Standards Codification after April 5, 2012.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☐

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements ☐[1]

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐[2]

Indicate by check mark which basis of accounting the registrant has used to prepare the financial statements included in this filing:

U.S. GAAP	☐	International Financial Reporting Standards as issued by the International Accounting Standards	☒	Other	☐

If "Other" has been checked in response to the previous question, indicate by check mark which financial statement item the registrant has elected to follow

Item 17 ☐ Item 18 ☐

If this is an annual report, indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

☐Yes ☒ No

[1] Check boxes are blank, pending adoption of the underlying rules.
[2] Check boxes are blank, pending adoption of the underlying rules.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 20-F ("**Annual Report**") and the exhibits attached hereto contain "forward-looking information" and “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995 and applicable Canadian securities legislation that involve risks and uncertainties relating, but not limited to, the Company’s current expectations, intentions, plans, and beliefs. Forward-looking information can often be identified by forward-looking words such as “anticipate”, “believe”, “expect”, “goal”, “plan”, “target”, “intend”, “estimate”, “could”, “should”, “may” and “will” or the negative of these terms or similar words suggesting future outcomes, or other expectations, beliefs, plans, objectives, assumptions, intentions or statements about future events or performance. Examples of forward-looking information in this Annual Report include: our mineral reserve and mineral resource calculations with underlying assumptions, production guidance, estimates of future/targeted production rates, planned mill capacity increases, estimates of future metallurgical recovery rates and the ability to maintain high metallurgical recovery rates, Caledonia Mining Corporation Plc and subsidiaries (“**Caledonia**” or “**Company**” or “**Group**”) plans and timing regarding further exploration, drilling and development, the prospective nature of exploration and development targets, the ability to upgrade and convert mineral reserves and mineral resources, capital costs, our intentions with respect to financial position and third party financing and future dividend payments. This forward-looking information is based, in part, on assumptions and factors that may change or prove to be incorrect, thus causing actual results, performance or achievements to be materially different from those expressed or implied by forward-looking information. Such factors and assumptions include, but are not limited to: failure to establish estimated mineral reserves and mineral resources, the grade and recovery of ore which is mined varying from estimates, success of future exploration and drilling programs, reliability of drilling, sampling and assay data, assumptions regarding the representativeness of mineralization being inaccurate, success of planned metallurgical test-work, capital and operating costs varying significantly from estimates, delays in obtaining or failures to obtain required governmental, environmental or other project approvals, changes in government regulations, legislation and rates of taxation, inflation, changes in exchange rates and the availability of foreign exchange, fluctuations in commodity prices, delays in the development of projects and other factors.

Shareholders, potential shareholders and other prospective investors should be aware that these statements are subject to known and unknown risks, uncertainties and other factors that could cause actual results to differ materially from those suggested by the forward-looking statements. Such factors include, but are not limited to: risks relating to estimates of mineral reserves and mineral resources proving to be inaccurate, fluctuations in gold price, risks and hazards associated with the business of mineral exploration, development and mining (including environmental hazards, industrial accidents, unusual or unexpected geological or structural formations, pressures, power outages, explosions, landslides, cave-ins and flooding), risks relating to the credit worthiness or financial condition of suppliers, refiners and other parties with whom the Company does business; inadequate insurance, or inability to obtain insurance, to cover these risks and hazards, employee relations; relationships with and claims by local communities and indigenous populations; political risk; risks related to natural disasters, terrorism, civil unrest, public health concerns (including health epidemics or outbreaks of communicable diseases such as the coronavirus); availability and increasing costs associated with mining inputs and labor; the speculative nature of mineral exploration and development, including the risks of obtaining or maintaining necessary licenses and permits, diminishing quantities or grades of mineral reserves and mineral resources as mining occurs; global financial condition, the actual results of current exploration activities, changes to conclusions of economic evaluations, and changes in project parameters to deal with un-anticipated economic or other factors, risks of increased capital and operating costs, environmental, safety or regulatory risks, expropriation, the Company’s title to properties including ownership thereof, increased competition in the mining industry for properties, equipment, qualified personnel and their costs, risks relating to the uncertainty of timing of events including targeted production rate increase and currency fluctuations. Shareholders, potential shareholders and other prospective investors are cautioned not to place undue reliance on forward-looking information. By its nature, forward-looking information involves numerous assumptions, inherent risks and uncertainties, both general and specific, that contribute to the possibility that the predictions, forecasts, projections and various future events will not occur. Caledonia reviews forward-looking information for the purposes of preparing each annual report, however Caledonia undertakes no obligation to update publicly or otherwise revise any forward-looking information whether as a result of new information, future events or other such factors which affect this information, except as required by law. **For the reasons set forth above, investors should not place undue reliance on forward-looking statements**.

STATUS AS AN EMERGING GROWTH COMPANY

We are an “emerging growth company” as defined in Section 3(a) of the United States Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) by the Jumpstart Our Business Startups Act of 2012 (the "**JOBS Act**"), and we may take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not emerging growth companies. We will continue to qualify as an "emerging growth company" until the earliest to occur of: (a) the last day of the fiscal year during which we had total annual gross revenues of US$1,235,000,000 (as such amount is indexed for inflation every 5 years by the United States Securities and Exchange Commission (“**SEC**”)) or more; (b) the last day of our fiscal year following the fifth anniversary of the date of the first sale of equity securities pursuant to an effective registration statement under the United States Securities Act of 1933, as amended (the “**Securities Act**”); (c) the date on which we have, during the previous 3-year period, issued more than US$1,000,000,000 in non-convertible debt; or (d) the date on which we are deemed to be a "large accelerated filer", as defined in Exchange Act Rule 12b-2. We expect to continue to be an emerging growth company for the immediate future. During 2020 Caledonia completed the first sale of equity securities under the Securities Act and may no longer qualify as an emerging growth company in 2026. Refer to note 24 in the Consolidated Financial Statements for detail on the sales of equity securities.

Generally, a registrant that registers any class of its securities under Section 12 of the Exchange Act is required to include in the second and all subsequent annual reports filed by it under the Exchange Act a management report on internal control over financial reporting and, subject to an exemption available to registrants that are neither an "accelerated filer" or a "larger accelerated filer" (as those terms are defined in Exchange Act Rule 12b-2), an auditor attestation report on management's assessment of internal control over financial reporting. However, for so long as we continue to qualify as an emerging growth company, we will be exempt from the requirement to include an auditor attestation report on management’s assessment of internal controls over financial reporting in its annual reports filed under the Exchange Act, even if we were to qualify as an "accelerated filer" or a "larger accelerated filer". In addition, Section 103(a)(3) of the Sarbanes-Oxley Act of 2002 (the “**Sarbanes-Oxley Act**”) has been amended by the JOBS Act to provide that, among other things, auditors of an emerging growth company are exempt from any rules of the Public Company Accounting Oversight Board requiring a supplement to the auditor’s report in which the auditor would be required to provide additional information about the audit and the financial statements of the company.

SPECIAL NOTE REGARDING LINKS TO EXTERNAL WEBSITES

Links to external, or third-party websites, are provided solely for convenience. We take no responsibility whatsoever for any third-party information contained in such third-party websites, and we specifically disclaim adoption or incorporation by reference of such information into this report.

NON-IFRS FINANCIAL INFORMATION

This Annual Report contains financial statements of the Company prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board (“**IFRS**”). In addition, this Annual Report also contains non-IFRS financial measures (“**Non-IFRS Measures**”) including “on-mine cost per ounce”, “all-in sustaining cost per ounce”, “all-in cost per ounce”, “average realized gold price” and “adjusted earnings per share” as we believe these are useful metrics for measuring our performance. However, these Non-IFRS Measures do not have any standardized meaning prescribed by IFRS and are not necessarily comparable to similar measures presented by other publicly traded entities. These measures should be considered as supplemental in nature and not as a substitute for related financial information prepared in accordance with IFRS.

CURRENCY

Unless otherwise indicated, all references to “$”, “US dollars”. “USD”, or "US$" are to United States of America dollars.

FOREIGN PRIVATE ISSUER FILINGS

We are considered a "foreign private issuer" pursuant to Rule 405 promulgated under the Securities Act. In our capacity as a foreign private issuer, we are exempt from certain rules under the Exchange Act that impose certain disclosure obligations and procedural requirements for proxy solicitations under Section 14 of the Exchange Act. In addition, our officers, directors and principal shareholders are exempt from the reporting and "short-swing" profit recovery provisions of Section 16 of the Exchange Act and the rules under the Exchange Act with respect to their purchases and sales of our shares. Moreover, we are not required to file periodic reports and financial statements with the SEC as frequently or as promptly as United States companies whose securities are registered under the Exchange Act. In addition, we are not required to comply with Regulation FD, which restricts the selective disclosure of material information.

For as long as we are a "foreign private issuer" we intend to file our annual financial statements on Form 20-F and furnish our quarterly financial statements on Form 6-K to the SEC for so long as we are subject to the reporting requirements of Section 13(g) or 15(d) of the Exchange Act. However, the information we file or furnish may not be the same as the information that is required in annual and quarterly reports on Form 10-K or Form 10-Q for U.S. domestic issuers. Accordingly, there may be less information publicly available concerning us than there is for a company that files as a domestic issuer.

We may take advantage of these exemptions until such time as we are no longer a foreign private issuer. We are required to determine our status as a foreign private issuer on an annual basis at the end of our second fiscal quarter. We would cease to be a foreign private issuer at such time as more than 50% of our outstanding voting securities are held by United States residents and any of the following three circumstances applies: (1) the majority of our executive officers or directors are United States citizens or residents; (2) more than 50% of our assets are located in the United States; or (3) our business is administered principally in the United States. If we lose our "foreign private issuer status" we would be required to comply with Exchange Act reporting and other requirements applicable to U.S. domestic issuers, which are more detailed and extensive than the requirement for "foreign private issuers".

PART I

ITEM 1 - IDENTITY OF DIRECTORS, SENIOR MANAGEMENT AND ADVISERS

Not applicable.

ITEM 2 - OFFER STATISTICS AND EXPECTED TIMETABLE

Not applicable.

ITEM 3 - KEY INFORMATION

A. [Reserved]

B. Capitalization and Indebtedness

Not applicable.

C. Reasons for the Offer and Use of Proceeds

D. Risk Factors

An investment in our shares involves a high degree of risk and should be considered speculative. You should carefully consider the following risks set out below and other information before investing in our shares. If any event arising from these risks occurs, our business, prospects, financial condition, results of operations or cash flows could be adversely affected, the trading price of our shares could decline and all or part of any investment may be lost.

Our operations are highly speculative due to the high-risk nature of our business, which include the acquisition, financing, exploration, development of mineral infrastructure and operation of mines. The risks and uncertainties set out below are not the only ones we face. Additional risks and uncertainties not currently known to us or that we currently deem immaterial may also impair our operations. If any of the risks actually occur, our business, financial condition and operating results could be adversely affected. As a result, the trading price of our shares could decline and investors could lose part or all of their investment. Our business is subject to significant risks and past performance is no guarantee of future performance.

Our shares may not continue to be listed on the NYSE American LLC ("NYSE American")

Failure to meet the applicable maintenance requirements of the NYSE American could result in our shares being delisted from the NYSE American. If we are delisted from the NYSE American, our shares may be eligible for trading on an over-the-counter market in the United States. In the event that we are not able to obtain a listing on another U.S. stock exchange or quotation service for our shares, it may be extremely difficult or impossible for shareholders to sell their shares in the United States. Moreover, if we are delisted from the NYSE American, but obtain a substitute listing for our shares in the United States, it may be on a market with less liquidity, and therefore potentially more price volatility, than the NYSE American. Shareholders may not be able to sell their shares on any such substitute U.S. market in the quantities, at the times, or at the prices that could potentially be available on a more liquid trading market. As a result of these factors, if our shares are delisted from the NYSE American, the price of our shares is likely to decline. In addition, a decline in the price of our shares will impair our ability to obtain financing in the future.

Future sales of our shares into the public market by holders of our options may lower the market price, which may result in losses to our shareholders.

As of April 28, 2023, we had 19,188,073 shares issued and outstanding. In addition, as of April 28, 2023, 20,000 shares were issuable upon exercise of outstanding stock options, all of which may be exercised in the future resulting in dilution to our shareholders. Awards under the incentive plan made to executives and certain other senior members of management on January 24, 2022 and April 7, 2023, consisting of a target of 130,380 and 93,035 Equity-settled Performance Units ("**EPUs**") respectively, are only to be settled in shares. The PUs that vest will be subject to a performance multiplier and a maximum amount of 150% of target PUs could vest. Accordingly, providing for such a maximum amount, Caledonia could grant options on a further 1,440,284 shares as at the date of this Annual Report on the assumption that all other outstanding awards (other than the options mentioned above) are settled in cash at the request of the holders. As of April 28, 2023, our senior officers and directors beneficially owned or had an interest in, as a group, 2,904,740 shares (15.14% of our issued share capital). Sales of substantial amounts of our shares into the public market, by our officers or directors or pursuant to the exercise of options, or even the perception by the market that such sales may occur, may lower the market price of our shares.

The price of gold is subject to volatility and may have a significant effect on our future activities and profitability.

The economic viability of our revenues, operations and exploration and development projects is, and is expected to be, heavily dependent on the price of gold, which is particularly subject to fluctuation and has fluctuated significantly in recent years. The price of gold is affected by numerous factors beyond our control including, but not limited to: international economic and political conditions; expectations of inflation; international currency exchange rates; interest rates; global or regional consumption patterns; speculative activities; levels of supply and demand; increased production due to new mine developments and improved mining and production methods; availability and costs of metal substitutes; and inventory carrying costs. The effect of these factors on the price of gold, and therefore the economic viability of our operations, cannot be accurately predicted. Blanket Mine (1983) (Private) Limited ("**Blanket**"), the company which owns the Blanket mine ("**Blanket Mine**"), during fiscal 2022 sold all of its gold production to Fidelity Printers and Refiners Limited ("**Fidelity**"), as required by Zimbabwean legislation, and received the spot price of gold less an early settlement discount of 1.25% (2.5% from October 1, 2018 to January 11, 2019).

On December 22, 2022 the Company purchased put options to hedge 16,672 ounces of gold from February 2023 to May 2023 at a strike price of $1,750. These options were purchased to protect the Company against gold prices below $1,750 for the quantity of ounces hedged.

The future impact of the put option hedge is undeterminable at the date of issue of this report and will be quantified in the Condensed Consolidated Interim Financial Statements as at March 31, 2023. Refer to note 14.1 of the Consolidated Financial Statements for more detail on the hedging agreements.

Our Business Operations and/or Activities could be impacted by the spread of contagious diseases, such as the Coronavirus.

Our business could be significantly adversely affected by the effects of a widespread global outbreak of contagious diseases, including the recent outbreak of respiratory illness caused by a novel coronavirus ("**COVID-19**"). We cannot accurately predict the impact that contagious diseases, such as COVID-19, will have on third parties', including our employees' ability to fulfil their obligations to the Company, including due to uncertainties relating to the ultimate geographic spread of the virus, the severity of the disease, the duration of the outbreak, and the length of travel and quarantine restrictions imposed by governments of affected countries. In addition, a significant outbreak of contagious diseases in the human population could result in a widespread health crisis that could adversely affect the economies and financial markets of many countries (including those countries we rely on to conduct our business operations), resulting in an economic downturn that could negatively impact our operating results.

Currently there are no concerns over the valuation of our assets as disclosed in the Consolidated Financial Statements and the Company does not foresee any changes in the cost of capital, cash requirements or any covenant defaults in our credit agreements. At the date of the authorisation of this document management is of the opinion that the effects of COVID-19 have been considered in making significant judgements and estimates, valuations and evaluating our going concern principle. However, it must be recognised that the duration and effects of the COVID-19 pandemic are uncertain and can affect our forecasting accuracy. As of the date of this Annual Report, the severity of the effects of COVID-19 appear to be diminishing in the jurisdictions where the Company operates.

We cannot guarantee that there will not be an increase in input costs affecting our results of operations and financial performance.

Mining companies could experience higher costs of steel, reagents, labor, electricity, government levies, fees, royalties and other direct and indirect taxes. Our investment in a solar plant, efficiencies at existing operations and planned growth, should assist in curbing cost increases and/or allow the fixed cost component to be absorbed over increased production assisting in alleviating the net cash effect of any further cost increases and potentially increase revenue cash flows. However, there can be no assurance that we will be able to control such input costs and any increase in input costs above our expectations may have a negative result on our results of operations and financial performance.

Our operations may be subject to increased costs or even suspended or terminated as a result of any loss of required infrastructure in our operations.

Infrastructure, including water and electricity supplies, that is currently available and used by us may, as a result of adverse climatic conditions, natural disaster, incorrect or inadequate maintenance, sabotage or for other reasons, be destroyed or made unavailable or available in a reduced capacity. Were this to occur, operations at our properties may become more costly or have to be curtailed or even terminated, potentially having serious adverse consequences to our financial condition and viability that could, in turn, have a material adverse effect on our business, results of operations or financial performance.

Our operations may be subject to inadequate water supply.

Blanket uses water in the metallurgical process, some of which is pumped from the deeper levels of the mine but most of which is obtained from the "Blanket dam" (which, despite its name, is neither owned nor managed by Blanket Mine) which also supplies water to the nearby town of Gwanda. Blanket Mine is situated in a semi-arid region and rainfall typically only occurs in the period November to February. Management believes that there is enough water in the Blanket Mine dam to maintain normal operations until the next rainy season. During dry periods as a precautionary measure, Blanket intends to resuscitate existing boreholes and determine their yield; conduct hydrological surveys to identify potential new boreholes; recycle water from the lower levels of unused workings and construct a pond to store water that is pumped from current workings. If, however, there is inadequate water supply, operations at Blanket Mine may become more costly or have to be curtailed, suspended or even terminated which may have serious adverse consequences to the viability of gold production from Blanket Mine that could, in turn, have a material adverse effect on our business, results of operations or financial performance.

Our operations may be subject to inadequate electricity supply.

Zimbabwe's electricity generation is mainly from the Kariba hydro station on the Zambezi river, the Hwange coal-fired station and several other much smaller coal-fired power stations. Even if Zimbabwe's installed generating capacity is fully operational, it cannot generate enough electricity to meet its requirements and therefore Zimbabwe imports electricity from Mozambique and South Africa. Blanket Mine has a supply agreement with the Zimbabwe Electricity Supply Authority ("**ZESA**") in terms of which it pays a premium rate in return for uninterrupted power.

The generating capacity at the Kariba hydro generating station fluctuates at times when the water levels are low. In addition, the export of electricity from South Africa to Zimbabwe is also interrupted due to a lack of generating capacity in South Africa and therefore interruptions to the Blanket supply do occur. The combined effect of these are severe electricity shortages that lead to "load-shedding" or low voltage occurrences.

Power surges as experienced at Blanket, if not controlled, can cause severe damage to Blanket's electrical equipment. Power surges are regulated by autotap transformers that are installed to normalise fluctuations up to 10MVA; current fluctuations vary to 12MVA. As a result of load-shedding and low voltage occurrences, two 10MVA autotap transformers were installed in the fourth quarter of 2021; this installation reduced the voltage fluctuations and reduced the power cost and diesel, Blanket's use of diesel for generating electricity decreased from approximately 3,311,000 liters for the year in 2021 to 1.420,000 liters in 2022.

Blanket has addressed the issue of interrupted power supply by installing stand-by generators. These generators can supply the whole mine with electricity but is a costly and environmentally unfriendly electricity source that is reliant on fuel imports that may from time to time be in shortage in Zimbabwe.

To mitigate against the current electricity situation, Caledonia has constructed a 12.2MWac solar plant at a cost of approximately $14.3 million (including construction costs and other project planning, structuring, funding and administration costs) supplying the Blanket operations. The solar plant was fully commissioned early February 2023 and provides approximately 27% of Blanket Mine's average daily electricity demand. The plant has been providing power to Blanket from its initial connection to the Blanket grid in November 2022.

Management is in discussion with the Zimbabwean power utility to obtain an improved supply of electricity. This may include an additional supply line that will result in fewer outages and a power supply that has a higher power factor. Blanket may potentially pay a different KWh rate for this supply line. At the date of approval of this report no agreement with ZESA had been concluded in this respect.

Management continues to engage with the Intensive Energy User Group regarding the import of electricity from power producers in Zambia and Mozambique and for this power to be wheeled via the Zimbabwe grid to Blanket. If these discussions are successful, it is expected that Blanket's continuity of electricity supply will improve.

If an electricity shortage or outage persists, operations at the mines may become more costly or have to be curtailed, suspended or even terminated which may have serious adverse consequences to the viability of production from the mines that could, in turn, have a material adverse effect on our business, results of operations or financial performance.

We do business in countries and jurisdictions outside of the United States where different economic, cultural, regulatory, monetary and political environments could adversely impact our business, results of operations and financial condition.

The jurisdictions in which we operate are unpredictable. Assets and investments in these foreign jurisdictions are subject to risks that are usually associated with operating in a foreign country and any of these could result in a material adverse effect on our business, results of operations or financial performance. These risks include, but are not limited to, access to assets, labor disputes and unrest; arbitrary revocation of government orders, approvals, licenses and permits; corruption; uncertain political and economic environments; bribery; war; civil disturbances and terrorist actions; sudden and arbitrary changes to laws and regulations; delays in obtaining government permits; limitations on foreign ownership; more onerous foreign exchange controls; currency devaluations; import and export regulations; inadequate, damaged or poorly maintained infrastructure; and endemic illnesses. There can be no guarantee that governments in these jurisdictions will not unilaterally expropriate the property of companies that are involved in mining.

Caledonia's mining operations are conducted in Zimbabwe and, as such, these operations are exposed to various levels of political, economic and other risks and uncertainties in addition to those set out above. These risks and uncertainties include, but are not limited to, expropriation and nationalization, or mandatory levels of Zimbabwean ownership beyond currently mandated levels; renegotiation, nullification or partisan terms of existing concessions, licenses, permits and contracts; illegal mining; changes in monetary and taxation policies; restrictions on foreign exchange and repatriation; and changing political conditions, currency controls and governmental regulations that favor or require the awarding of contracts to local contractors or require foreign contractors to employ citizens of, or purchase supplies from, a particular jurisdiction.

The current monetary situation in Zimbabwe can be summarized as follows:

- Although there continues to be a shortage of foreign currency in Zimbabwe, the business has had satisfactory access to foreign exchange to date.

- The rate of local currency (known as "**ZWL$**", "**RTGS Dollars**" or "**RTGS$**") annual inflation increased from 61% by January 2022 to 244% by December 2022 which is the highest reading since April 2021. A high rate of RTGS$ inflation has little effect on operations because employees are paid in US Dollars. A large portion of other inputs are denominated in US Dollars.

- Since October 2018, bank accounts in Zimbabwe have been bifurcated between Foreign Currency Accounts ("**FCA**"), which can be used to make international payments, and RTGS$ accounts which can only be used for domestic transactions.

- On February 20, 2019 the Reserve Bank of Zimbabwe ("**RBZ**") allowed limited inter-bank trading between currency held in the RTGS$ system and the FCA system. Prior to this, the RBZ had stipulated that a Dollar in the RTGS$ system was worth 1 US Dollar in the FCA system. The interbank exchange rate at each quarter end since the introduction of the interbank rate in February 2019 is set out below.

Interbank Exchange Rates (ZWL$:US$1)	
February 20, 2019	2.50
March 31, 2019	3.00
June 30, 2019	6.54
September 30, 2019	15.09
December 31, 2019	16.77
March 31, 2020	25.00
June 30, 2020	57.36
September 30, 2020	81.44
December 31, 2020	81.79
March 31, 2021	84.40
June 30, 2021	85.42
September 30, 2021	87.67
December 31, 2021	108.66
March 31, 2022	142.42
June 30, 2022	370.96
September 30, 2022	621.89
December 31, 2022	684.33
March 31, 2023	929.86
April 13,2023	963.55
April 21,2023	1,000.40

- The interbank trading mechanism addressed the most pressing difficulty that emerged after the October 2018 policy implementation, being the erosion of the purchasing power of Blanket's employees due to rapidly increasing retail prices which had an adverse effect on employee morale. In February 2020, the RBZ announced its intention to further liberalize the interbank market with the objective of increasing liquidity and transparency. However, in response to the COVID-19 pandemic, the Minister of Finance subsequently reversed this policy and re-established a fixed exchange rate of ZWL$25:US$1 with effect from March 26, 2020. On June 23, 2020, the RBZ introduced an "auction system" whereby, on a weekly basis, buyers and sellers of local currency and foreign exchange submit tenders which the RBZ uses to determine a revised interbank rate. RTGS$ denominated goods and services are typically priced using a US Dollar reference point to which the informal exchange rate is applied. The official exchange rate does not reflect the local rate of inflation.

- Prior to May 26, 2020, 55% of sale proceeds were received in US Dollars and the balance was received in RTGS$. From May 26, 2020 gold producers received 70% of their sale proceeds in US Dollars and the balance was received in RTGS$. With effect from January 7, 2021, gold producers received 60% of their revenues in US Dollars and the balance in RTGS$.

- After the reduction in the proportion of revenues received in US Dollars from 70% to 60% with effect from January 7, 2021, Blanket participated in the weekly auction system to access the resultant shortfall in US Dollars. From early June 2021, Blanket and other gold producers were excluded from the weekly auctions on the grounds that they are deemed to be exporters and therefore do not qualify to participate. Blanket subsequently secured allocations of foreign exchange from the RBZ to compensate for its exclusion from the auctions. As at the date of this report, Blanket has not accumulated excess local currency.

- In June 2021 the RBZ announced that companies whose shares are listed on the VFEX will receive 100% of the revenue arising from incremental production in US Dollars. Blanket subsequently received confirmation that the "baseline" level of production for the purposes of calculating incremental production is 148.38 Kg per month (approximately 57,000 ounces per annum). In addition, the payment of the increased US Dollar proceeds for incremental production was backdated to July 1, 2021. As Blanket intended to increase its production from approximately 58,000 ounces of gold in 2020 to 80,000 ounces of gold from 2022 onwards, a listing on the VFEX meant that Blanket would receive approximately 71.5% of its total revenues in US Dollars and the balance in local currency. Accordingly in December 2021 Caledonia obtained a secondary listing on the VFEX.

- On February 3, 2023, the RBZ issued Exchange control directive RY002/2023 stating that with effect from February 6, 2023, the US$ export retention threshold across all sectors, including companies listed on the VFEX, had been standardized to 75% of export proceeds. The incremental export incentive scheme was also discontinued with effect from February 1, 2023. The Company is awaiting a response from the RBZ as to whether the Bilboes project will be able to increase its USD revenue allocation.

- Throughout these developments and to the date of issue of the Consolidated Financial Statements the US Dollar has remained the primary currency in which the Group's Zimbabwean entities operate and the functional currency of these entities.

- Up until April 2023, Blanket sold its gold production to Fidelity, which refines and on-sells the gold into the international market. During the first quarter of 2021, responsibility for making payments for gold deliveries from Blanket moved from the RBZ to its gold refining subsidiary Fidelity. This move simplified and improved the mechanism for making payments for gold and the new system is operating well.

In April 2023 Blanket, Caledonia Holdings Zimbabwe (Private) Limited ("CHZ") and Bilboes Holdings (Private) Limited ("**Bilboes Holdings**") commenced selling its gold production to Fidelity and Al Etihad Gold Refinery DMCC ("**AEG**"). Fidelity would receive, assay and refine all gold production to 95% pure gold or above. A total of 28.75% of the refined gold will be retained by Fidelity for the portion received in ZWL (after deduction of the ZWL portion of the royalty payment) and 1.25% will be retained for the government royalty payment in USD. The remaining 71.25% of the gold will be transported by Ferrari Logistics Southern Africa (Proprietary) Limited to AEG in Dubai, UAE and further refined and sold by AEG at a cost of $7 per ounce. Gold transported throughout this process is fully insured. The sales to Fidelity and AEG will be priced at the London Bullion Market Association ("LBMA") London fixed pm price on day of delivery to AEG from Fidelity. 90% of the payment is contracted to be received upon delivery to AGK First DMCC and the remaining 10% a day later. Up to the date of approval of the Annual Report the Group has made $3,839,978 of sales, representing 1,936 ounces and has received payment in full. All payments outstanding were within contracted terms at approval date of the Annual Report. Management believes this new sales mechanism opens the sales options to more than one refiner and reduces the risk associated with selling and receiving payment from a single refining source in Zimbabwe.

Investors should recognize that Caledonia's ability to implement its investment and operational strategies, Caledonia's ability to sustain its operations outside Zimbabwe and pay future dividends depends, inter alia, on the ability to continue to externalize cash from Zimbabwe and receive payments for the sale of its gold proceeds.

Our operations are subject to various government approvals, permits, licenses and legal regulation for which no assurance can be provided that such approvals, permits or licenses will be obtained or if obtained will not be revoked or suspended.

Government approvals, permits and licenses are required in connection with a number of our activities and additional approvals, permits and licenses may be required in the future. The duration and success of our efforts to obtain approvals, permits and licenses are contingent upon many variables outside of our control. Obtaining governmental approvals, permits and licenses can increase costs and cause delays depending on the nature of the activity and the interpretation of applicable requirements implemented by the relevant authority. While we and our affiliates currently hold the necessary licenses to conduct operations there can be no assurance that all necessary approvals, permits and licenses will be maintained or obtained or that the costs involved will not exceed our estimates or that we will be able to maintain such permits or licenses. To the extent such approvals, permits and licenses are not obtained or maintained, we may be prohibited from proceeding with planned drilling, exploration, development or operation of properties which could have a material adverse effect on our business, results of operations and financial performance.

In addition, failure to comply with applicable laws, regulations and requirements in the countries in which we operate may result in enforcement action, including orders calling for the curtailment or termination of operations on our property, or calling for corrective or remedial measures requiring considerable capital investment. Although we believe that our activities are currently carried out in all material respects in accordance with applicable rules and regulations, no assurance can be given that new rules and regulations will not be enacted or that existing rules and regulations will not be applied in a manner that could limit or curtail production or development of our properties or otherwise have a material adverse effect on our business, results of operations and financial performance.

We face risks related to mining, exploration and mine construction on potential properties.

Our level of profitability, if any, in future years will depend on whether our mines produce at forecasted rates and whether any exploration stage properties can be brought into production. The mining, exploration and development of mineral deposits involves significant risks. It is impossible to ensure that any current and future exploration programs will establish mineral reserves or mineral resources. Whether a mineral ore body will be commercially viable depends on several factors, and the exact effect of these factors cannot be accurately predicted. The exploration, development and production activities are subject to political, economic and other risks, including:

- cancellation or renegotiation of contracts;
- changes in local and foreign laws and regulations;
- changes in tax laws;
- delays or refusal in granting prospecting permissions, mining authorizations and work permits for foreign management staff;
- environmental controls and permitting;
- expropriation or nationalization of property or assets;
- foreign exchange controls and the availability of foreign exchange;
- government mandated social expenditures;
- import and export regulation, including restrictions on the sale of production in foreign currencies;
- inflation of costs that is not compensated for by a currency devaluation;
- requirement that a foreign subsidiary or operating unit has a domestic joint venture partner, which, possibly, the foreign company must subsidize;
- restrictions on the ability of local operating companies to hold foreign currencies in offshore and/or local bank accounts;
- restrictions on the ability of a foreign company to have management control of exploration and/or development and/or mining operations;
- restrictions on the remittance of dividend and interest payments offshore;
- retroactive tax or royalty claims;
- risks of loss due to civil strife, acts of war, guerrilla activities, insurrection and terrorism;
- royalties and tax increases or claims by governmental entities;
- unreliable local infrastructure and services such as power, water, communications and transport links;
- demands or actions by native or indigenous groups;
- other risks arising out of foreign sovereignty over the areas in which operations are conducted; and
- lack of investment funding.

Such risks could potentially arise in any country in which we operate.

As a result of the foregoing, our exploration, development and production activities in Zimbabwe may be substantially affected by factors beyond our control, any of which could materially adversely affect our financial position or results from operations. Furthermore, in the event of a dispute arising from such activities, we may be subject to exclusive jurisdiction of courts outside North America or may not be successful in subjecting persons to the jurisdiction of the courts in North America, which could adversely affect the outcome of a dispute.

We will need to identify new mineral reserves to replace mineral reserves that have been depleted by mining activities and to commence new projects. No assurance can be given that exploration activities by us will be successful in identifying sufficient mineral reserves of an adequate grade and suitable metallurgical characteristics suitable for further development or production.

Refer to section 4.B – "Business Overview" for more information on our mining properties and projects.

Further development and commercial production at Blanket Mine, Bilboes oxides and acquired exploration and evaluation assets cannot be assured.

We are engaged in further development activities at Blanket Mine, exploration and evaluation activities at Blanket's satellite properties, the Bilboes gold project in Zimbabwe ("**Bilboes**" or the "**Bilboes Project**") (oxides and sulphides) and the Maligreen project ("**Maligreen**") and we commenced oxide mining activities at the Bilboes oxide mine in December 2022. Estimates for future production, at Blanket Mine and the Bilboes oxide mine, are based on mining plans and are subject to change. Production estimates are subject to risk and no assurance can be given that future production estimates will be achieved. Actual production may vary from estimated production for a variety of reasons including un-anticipated variations in grades, mined tonnages and geological conditions, accident and equipment breakdown, changes in metal prices and the cost and supply of inputs and changes to government regulations. Construction and development of projects are subject to numerous risks including, but not limited to: obtaining equipment, permits and services; changes in regulations; currency rate changes; labor shortages; fluctuations in metal prices; and the loss of community support.

Substantial expenditures are required to establish reserves through drilling, to develop metallurgical processes to extract gold from ore and to develop the mining, processing facilities and infrastructure at any site chosen for mining. Although substantial benefits may be derived from the discovery of a major mineralized deposit, no assurance can be given that minerals will be capable of economic extraction by metallurgical process, or discovered in sufficient quantities or grades, or the estimated operating costs of the mining venture are sufficient, to justify development of the deposit, or that the funds required for development can be obtained on a timely and economically acceptable basis.

The marketability of any minerals acquired or discovered may be affected by numerous factors which are beyond our control and which cannot be predicted, such as metal price and market fluctuations, the proximity and capacity of milling facilities, mineral markets and processing equipment, and such other factors as government regulations, including regulations relating to royalties, allowable production, importing and exporting of minerals, and environmental protection. Depending on the price of minerals produced, the Company may determine that it is not commercially feasible to commence or continue commercial production.

Refer to capital investments under Item 4.A – "History and Development of the Company", for detail on development activities at Blanket and the Bilboes oxide mine and exploration and evaluation assets.

We face credit risk exposure from counterparties to certain contractual obligations and there is no assurance that any such counterparty may not default in such obligation causing us to incur a financial loss.

Credit risk is the risk that a party with a contractual obligation with us will default causing a loss. New regulations introduced by the Zimbabwean Ministry of Finance in January 2014 require that all gold produced in Zimbabwe must be sold to Fidelity, a company which is controlled by the Zimbabwean authorities. Accordingly, all of our production from Blanket Mine and the Bilboes oxide mine was sold to Fidelity. From April 26, 2023, at the date of approval of this document and pursuant to an arrangement with Fidelity production began to be sold to both Fidelity and AEG (see above). All payments due from Fidelity or AEG have been received in full and on time. This arrangement introduces a credit risk, beyond our control, that receivables and contractual performance due from Fidelity will not be paid or performed in a timely manner, or at all. If Fidelity or the Zimbabwean government were unable or unwilling to conduct business with us, or satisfy obligations to us, we could experience a material adverse effect upon our operations and financial performance.

The mining industry is highly competitive and there is no guarantee we will always be able to compete effectively.

The mining industry is a highly diverse and competitive international business. The selection of geographic areas of interest are only limited by the degree of risk a company is willing to accept by the acquisition of properties in emerging or developed markets and/or prospecting in explored or virgin territory. Mining, by its nature, is a competitive business with the search for fresh ground with good exploration potential and the raising of the requisite capital to move projects forward to production. There is aggressive competition within the mining industry for the discovery and acquisition of properties considered to have commercial potential. We will compete with other interests, many of which have greater financial resources than we will have, for the opportunity to participate in promising projects. Such competition may have better access to potential resources, more developed infrastructure, more available capital, have better access to necessary financing, and more knowledgeable and available employees than us. We may encounter competition in acquiring mineral properties, hiring mining professionals, obtaining mining resources, such as manpower, drill rigs, and other mining equipment. Such competitors could outbid us for potential projects or produce gold at lower costs. Increased competition could also affect our ability to attract necessary capital funding or acquire suitable properties or prospects for gold exploration or production in the future. Significant capital investment is required to achieve commercial production from successful exploration and development efforts. Globally, the mining industry is prone to cyclical variations in the price of the commodities produced by it, as dictated by supply and demand factors, speculative factors and industry-controlled marketing cartels. Nature provides the ultimate uncertainty with geological and occasionally climatic surprises. Commensurate with the acceptance of this risk profile is the potential for high rewards. If we are unable to successfully compete for properties, capital, customers or employees it could have a materially adverse effect on our results of operations.

We were required to facilitate the economic participation of certain indigenous groups in our business and there can be no assurance that such required participation was at fair market value or that the terms of the agreements can be amended.

The government of Zimbabwe introduced legislation in 2012 requiring companies to facilitate participation in their shareholdings and business enterprises by the indigenous population (typically referred to as indigenization). It is not assured that such interests were paid for at full fair value. As reported, Blanket Mine complied with the requirements of the Indigenization and Economic Empowerment Act in Zimbabwe whereby indigenous shareholders legally owned 51% of Blanket Mine since September 2012 (until 2020 – see below).

Pronouncements from the Zimbabwe Government following the appointment of the new President in late 2017 announced a relaxation in the indigenization policy which, amongst other things, included the removal of an indigenization requirement for gold mining companies. These pronouncements were passed into law in March 2018.

On November 6, 2018, the Company announced that it had entered into a sale agreement with Fremiro Investments (Private) Limited ("**Fremiro**") to purchase Femiro's 15% shareholding in Blanket for a gross consideration of $16.7 million to be settled through a combination of the cancellation of the loan between the two entities which stood at $11.5 million as at June 30, 2018 and the issue of 727,266 new shares in Caledonia at an issue price of $7.15 per share. On completion of the transaction on January 20, 2020, Caledonia owned 64% in Blanket and Fremiro held approximately 6.3% of Caledonia's shares.

We currently do not depend on our ability to successfully access the capital and financial markets. However, should our financial position change any inability to access the capital or financial markets may limit our ability to execute our business plan or pursue investments that we may rely on for future growth.

Depending on our ability to generate income from our operations, we may require further financing for current and future exploration and development. Should our projections for fiscal years 2023 through to 2025 prove incorrect, to finance our working capital needs, we may have to raise funds through the issuance of additional equity or debt securities. Depending on the type and the terms of any financing we pursue, shareholders' rights and the value of their investment in our shares could be reduced. Any additional equity financing will dilute shareholdings, and new or additional debt financing, if available, may involve restrictions on financing and operating activities. In addition, if we issue secured debt securities, the holders of the debt would have a claim to our assets that would be prior to the rights of shareholders until the debt is paid. Interest on these debt securities would increase costs and negatively impact operating results.

If we are unable to obtain additional financing, as needed, at competitive rates, our ability to implement our business plan and strategy may be affected, and we may be required to reduce the scope of our operations and scale back our exploration and development programs as the case may be. There is, however, no guarantee that we will be able to secure any additional funding or be able to secure funding which will provide us with sufficient funds to meet our objectives, which may adversely affect our business and financial position.

Our share price has been and is likely to continue to be volatile and an investment in our shares could suffer a decline in value.

Market prices for mining company securities, by their nature, are volatile. Factors, such as rapidly changing commodity prices, political unrest globally and in countries where we operate, speculative interest in mining stocks etc. are but a few factors affecting the volatility of the share price. Our shares are listed in the U.S. on the NYSE American, depositary interests representing our shares are admitted to trading on AIM of the London Stock Exchange ("**AIM**"), and depositary receipts representing our shares were listed on the VFEX in December 2021 raising gross proceeds of approximately $7.8m (the use of the term "share" in this Annual Report also, where the context requires, extends to a depositary interest or depositary receipt representing a share). The Company voluntarily delisted its shares from the Toronto Stock Exchange ("**TSX**") on June 19, 2020. After the delisting the Company remains a Canadian reporting issuer and has to comply with Canadian securities laws unless and until it can demonstrate that less than 2% of its beneficial shareholders are Canadian residents.

The market price of our shares may be highly volatile and subject to wide fluctuations. In addition, the trading volume of our shares may fluctuate and cause significant price variations to occur. If the market price of our shares declines significantly, you may be unable to resell your shares at or above the purchase price, if at all. We cannot assure you that the market price of our shares will not fluctuate or significantly decline in the future.

Factors affecting our share price include but are not limited to:

- actual or expected fluctuations in our operating results;
- actual or expected changes in our growth rates or our competitors' growth rates;
- changes in the market price of gold;
- changes in the demand for gold;
- high extraction costs;
- accidents;
- changes in market valuations of similar companies;
- additions to or departures of our key personnel;
- actual or anticipated fluctuations in our quarterly operating results or those of our competitors;
- publication of research reports by securities analysts about us or our competitors in the industry;
- our failure or the failure of our competitors to meet analysts' projections or guidance that we or our competitors may give to the market;
- fluctuations of exchange rates between the US$, GBP, CAD, RTGS$ and ZAR;
- changes or proposed changes in laws and regulations affecting the gold mining industry;
- changes in trading volume of our shares on the NYSE American, AIM or VFEX;
- sales or perceived potential sales of our shares by us, our directors, senior management or our shareholders in the future;
- short selling or other market manipulation activities;
- announcement or expectation of additional financing efforts;
- terrorist acts, acts of war or periods of widespread civil unrest;
- natural disasters and other calamities;

- litigation involving us, including: shareholder litigation, investigations or audits by regulators into our operations; or proceedings initiated by our competitors or clients;
- strategic decisions by us or our competitors, such as acquisitions, divestitures, spin-offs, joint ventures, strategic investments or changes in business strategy;
- the passage of legislation or other regulatory developments affecting us or our industry;
- fluctuations in the valuation of companies perceived by investors to be comparable to us; and
- conditions in the U.S., United Kingdom and Zimbabwe financial markets or changes in general economic conditions.

We are dependent on key management employees.

Our success depends (i) on the continued contributions of our directors, executive officers, management and consultants; and (ii) on our ability to attract new personnel whenever we seek to implement our business strategy. The loss of the services of any of these persons could have a materially adverse effect on our business, prospects, results of operations and financial performance. The limited availability of mining and other technical skills and experience in Zimbabwe and the difficulty of attracting appropriately skilled employees to Zimbabwe creates a risk that appropriate skills may not be available if, for whatever reason, the current skills base at the mines are depleted. There is no assurance that we will always be able to locate and hire all the personnel that we may require. Where appropriate, we engage with consulting and service companies to undertake some of the work functions.

Our mineral rights may be subject to defects in title.

We are not currently aware of any significant competing ownership claims or encumbrances respecting title to our properties. However, the ownership and validity or title of unpatented mining claims and concessions are often uncertain and may be contested. We also may not have, or may not be able to obtain, all necessary surface rights to develop a property. Although we have taken reasonable measures to ensure proper title to our properties, there is no guarantee of title to our properties or that competing ownership claims or encumbrances respecting our properties will not be made in the future. Title insurance is generally not available for mineral properties and our ability to ensure that we have obtained secure claims to individual mineral properties or mining concessions may be severely constrained. Our mineral properties may be subject to prior unregistered agreements, transfers or claims, and title may be affected by, among other things, undetected defects. We may incur significant costs related to defending the title to our properties. A successful claim contesting our title to a property may cause us to compensate other persons or perhaps reduce our interest in the affected property or lose our rights to explore and, if warranted, develop that property. This could result in us not being compensated for our prior expenditures relating to the property. Also, in any such case, the investigation and resolution of title issues would divert our management's time from ongoing exploration and, if warranted, development programs. Any impairment or defect in title could have a negative impact on us.

We are subject to operational hazards and risks that could have a material adverse effect on our business, results of operations and financial performance.

We are subject to risks typical in the mining business. These include, but are not limited to, operational issues such as unexpected geological conditions or earthquakes causing unanticipated increases in the costs of extraction or leading to falls of ground and rock bursts, particularly as mining moves into deeper levels. Major cave-ins, flooding or fires could also occur under extreme conditions. Although equipment is monitored and maintained and all staff receive safety training, accidents caused by equipment failure or human error could occur. Such occurrences could result in damage to, or destruction of, mineral properties or production facilities, personal injury or death, environmental damage, delays in mining, monetary losses and possible legal liability. As a result, we may incur significant liabilities and costs that could have a material adverse effect upon our business, results of operations and financial performance.

Lawsuits may be filed against us and an adverse ruling in any such lawsuit could have a material adverse effect on our business, results of operations and financial performance.

We may become party to legal claims arising in the ordinary course of business. There can be no assurance that unforeseen circumstances resulting in legal claims will not result in significant costs or losses. The outcome of outstanding, pending or future proceedings cannot be predicted with certainty and may be determined adversely to us and as a result, could have a material adverse effect on our assets, liabilities, business, financial condition and results of operations. Even if we prevail in any such legal proceedings, the proceedings could be costly and time-consuming and may divert the attention of management and key personnel from our business operations, which could adversely affect our financial condition. In the event of a dispute arising in respect of our foreign operations, we may be subject to the exclusive jurisdiction of foreign courts or may not be successful in subjecting foreign persons to the jurisdiction of courts in the United States of America, South Africa, Zimbabwe, Canada, the United Kingdom, Jersey Channel Islands or international arbitration. The legal and political environments in which we operate may make it more likely that laws will not be enforced and that judgments will not be upheld. If we are unsuccessful in enforcing our rights under the agreements to which we are party to or judgments that have been granted, or if laws are not appropriately enforced, it could have a material adverse effect on our business, results of operations and financial performance.

We face risks related to illegal mining and no assurance can be provided that such illegal mining will not have an adverse effect on our business, results of operations and financial performance.

Illegal mining activities on properties controlled by the business have been identified. This gives rise to increased security costs and an increased risk of theft and damage to equipment. The business has received adequate support and assistance from the Zimbabwean police in investigating such cases but there can be no guarantee that the support from the Zimbabwean police will continue and whether their support will stop illegal mining activities.

Most of our employees are members of the Associated Mine Workers Union of Zimbabwe and any work stoppage or industrial action implemented by the union may affect our business, results of operations and financial performance.

Most of the employees are members of either the Associated Mine Workers Union of Zimbabwe or Zimbabwe Diamond and Allied Minerals Workers Union. Pay rates for all wage-earning staff are negotiated on a Zimbabwe industry-wide basis between the union and representatives of the mine owners. Any industrial action called by the union may affect our operations even though our operations may not be at the root cause of the action. Strikes, lockouts or other work stoppages could have a material adverse effect on our business, results of operations and financial performance. In addition, any work stoppage or labor disruption at key customers or service providers could impede our ability to supply products, to receive critical equipment and supplies for our operations or to collect payment from customers encountering labor disruptions. Work stoppages or other labor disruptions could increase our costs or impede our ability to operate.

There can be no assurance that changes to any environmental, health and safety laws to which we are currently subject would not adversely affect our exploration and development programs.

Our exploration, development and operations are subject to environment, health and safety ("**EH&S**") laws and regulations in the countries in which the relevant activity is being conducted.

In 2018, a training facility (called the Nyanzvi initiative) was established at Blanket using dedicated facilities and specially trained facilitators. The entire Blanket workforce participated in the programme which resulted in the general improvement in safety in the first two quarters of 2020. The Nyanzvi programme was suspended from late March 2020 due to the need to observe social distancing because of COVID-19 which contributed to the increase in reportable events. The Nyanzvi safety training initiative was resumed in the last quarter of 2021 as COVID-19 restrictions were relaxed; management believes this will help to increase general safety awareness. It is planned that the Nyanzvi initiative will be implemented for Bilboes from 2023 onwards.

Safety training is an ongoing exercise and it will remain an area of focus for the Company. There is no assurance, however, that future changes in EH&S, if any, will not adversely affect our exploration and development programs or our operations. There are no assurances that regulatory and environmental approvals required under EH&S will be obtained on a timely basis or if at all. A breach of EH&S may result in the temporary suspension of operations, the imposition of fines, other penalties (including administrative penalties and regulatory prosecution), and government orders, which could potentially have a material adverse effect on operations.

Due to the nature of our business, our operations face extensive EH&S risks.

Gold mining is exposed to numerous risks and events, the occurrence of which may result in the death of, or personal injury, to employees. EH&S legislation applicable to us could suspend part or all of our operations. EH&S incidents could therefore lead to increased unit production costs or lower production which could negatively affect our business, operating and/or financial results.

In response to the COVID-19 pandemic, measures were introduced to safeguard our employees; e.g. protective equipment and guidelines - clothing, sanitizers, stricter safety protocols, etc. One case of COVID-19 was recorded at Blanket during 2020; 232 cases of COVID-19 were detected in 2021 of which there was, regrettably, two deaths of an employee and a dependent. Further cases have been detected at the Company's offices in Harare, Johannesburg and St Helier. Blanket procured sufficient doses of an approved vaccine for all adult employees and their spouses; as at December 31, 2022, 2,066 of Blanket's employees and 1,030 of the Blanket employee dependents living on the Blanket site have been vaccinated on site.

Regrettably, a fatality occurred on February 21, 2022 and another on February 16, 2023. The fatalities occurred as a result of a vehicle accident underground and a secondary blasting accident. The directors and management of Caledonia and Blanket express their sincere condolences to the family and colleagues of the deceased. Management has provided the necessary assistance to the Ministry of Mines Inspectorate Department in its enquiries into these incidents. Caledonia takes the safety of its employees very seriously and, accordingly, measures have been taken to reinforce adherence to prescribed safety procedures.

We may enter into acquisitions or other material transactions at any time.

We continually seek to replace and expand our reserves through the exploration of our existing properties and may expand through acquisitions of interests in new properties or interests in properties such as the Bilboes oxide mining tribute, Bilboes sulphides project, Maligreen and Motapa. Acquisitions involve a number of risks, including: the possibility that we, as a successor owner, may be legally and financially responsible for liabilities of prior owners; the possibility that we may pay more than the acquired company or assets are worth; the additional expenses associated with completing an acquisition and amortizing any acquired intangible assets; the difficulty of integrating the operations and personnel of an acquired business; the challenge of implementing uniform standards, controls, procedures and policies throughout an acquired business; the inability to integrate, train, retain and motivate key personnel of an acquired business; and the potential disruption of our ongoing business and the distraction of management from its day-to-day operations. These risks and difficulties, if they materialize, could disrupt our ongoing business, distract management, result in the loss of key personnel, increase expenses and may have a material adverse effect on our business, results of operations and financial performance.

As a foreign private issuer, we are permitted to file less information with the SEC than a company that is not a foreign private issuer or that files as a domestic issuer.

As a foreign private issuer, we are exempt from certain rules under the Exchange Act that impose disclosure requirements as well as procedural requirements for proxy solicitations under Section 14 of the Exchange Act. In addition, our officers, directors and principal shareholders are exempt from the reporting and "short-swing" profit recovery provisions of Section 16 of the Exchange Act. Moreover, we are not required to file periodic reports and financial statements with the SEC as frequently or as promptly as a company that files as a domestic issuer whose securities are registered under the Exchange Act, nor are we generally required to comply with the SEC's Regulation FD, which restricts the selective disclosure of material non-public information. For as long as we are a "foreign private issuer" we intend to file our annual financial statements on Form 20-F and furnish our quarterly financial statements on Form 6-K to the SEC for so long as we are subject to the reporting requirements of Section 13(g) or 15(d) of the Exchange Act. However, the information we file or furnish is not the same as the information that is required in annual and quarterly reports on Form 10-K or Form 10-Q for U.S. domestic issuers. Accordingly, there may be less information publicly available concerning us than there is for a company that files as a domestic issuer.

We may lose our foreign private issuer status, which would then require us to comply with the Exchange Act's domestic reporting regime and cause us to incur additional legal, accounting and other expenses.

We are required to determine our status as a foreign private issuer on an annual basis at the end of our second fiscal quarter. In order to maintain our current status as a foreign private issuer, either (1) a majority of our shares must be either directly or indirectly owned of record by non-residents of the United States or (2) (a) a majority of our executive officers or directors must not be U.S. citizens or residents, (b) more than 50 percent of our assets cannot be located in the United States and (c) our business must be administered principally outside the United States. If we lost this status, we would be required to comply with the Exchange Act reporting and other requirements applicable to U.S. domestic issuers, which are more detailed and extensive than the requirements for foreign private issuers. We would also be subject to additional restrictions on offers and sales of securities outside the United States and would have to comply with the generally more restrictive Regulation S requirements under the Securities Act that apply to U.S. domestic issuers, which could limit our ability to access capital markets in the future. The regulatory and compliance costs to us under U.S. securities laws if we are required to comply with the reporting requirements applicable to a U.S. domestic issuer may be higher than the cost we would incur as a foreign private issuer. As a result, we expect that a loss of foreign private issuer status would increase our legal and financial compliance costs.

We are an emerging growth company and we cannot be certain if the reduced disclosure requirements applicable to emerging growth companies may make our shares less attractive to investors and, as a result, adversely affect the price of our shares and result in a less active trading market for our shares.

We are an "emerging growth company" as defined in the JOBS Act, and we may take advantage of certain exemptions from various reporting requirements that apply to other public companies that are not emerging growth companies. For example, we have qualified for an exemption from the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act relating to internal control over financial reporting, and we will not require such an attestation from our auditors.

We may avail ourselves of these disclosure exemptions until we are no longer an emerging growth company. We cannot predict whether investors will find our shares less attractive because of our reliance on some or all these exemptions. If investors find our shares less attractive, it may adversely impact the price of our shares and there may be a less active trading market for our shares.

We will cease to be an emerging growth company upon the earliest of:

- the last day of the fiscal year during which we have total annual gross revenues of $1,235,000,000 (as such amount is indexed for inflation every five years by the SEC or more);
- the last day of our fiscal year following the fifth anniversary of the completion of our first sale of equity securities pursuant to an effective registration statement under the Securities Act;
- the date on which we have, during the previous three-year period, issued more than $1,000,000,000 in non- convertible debt; or
- the date on which we are deemed to be a "large accelerated filer", as defined in Rule 12b–2 of the Exchange Act, which would occur if the market value of our shares that are held by non-affiliates exceeds $700,000,000 as of the last day of our most recently-completed second fiscal quarter.

During 2020, the Company sold its first equity securities under the Securities Act. This means that the Company may no longer qualify as an emerging growth company following the fifth anniversary of the completion of the equity raise. The Company may instead thereafter have to comply with Section 404(b) of the Sarbanes-Oxley Act where our registered public accountant will be required to attest to management's assessment of its internal controls over financial reporting as presented under Item 15B of Form 20-F.

If we fail to establish and maintain proper internal controls, our ability to produce accurate financial statements or comply with applicable regulations could be impaired.

Section 404(a) of the Sarbanes-Oxley Act requires that our management assess and report annually on the effectiveness of our internal controls over financial reporting and identify any material weaknesses in our internal controls over financial reporting. Although Section 404(b) of the Sarbanes-Oxley Act requires our independent registered public accounting firm to issue an annual report that addresses the effectiveness of our internal controls over financial reporting, we have opted to rely on the exemptions provided to us by virtue of being a foreign private issuer and an emerging growth company, and consequently will not be required to comply with SEC rules that implement Section 404(b) of the Sarbanes-Oxley Act until we lose our emerging growth company status.

If either we are unable to conclude that we have effective internal controls over financial reporting or, at the appropriate time, our independent auditors are unwilling or unable to provide us with an unqualified report on the effectiveness of our internal controls over financial reporting as required by Section 404(b) of the Sarbanes-Oxley Act, investors may lose confidence in our operating results, the price of our shares could decline and we may be subject to litigation or regulatory enforcement actions.

There is uncertainty with our mineral reserve and mineral resource estimates.

Our mineral reserve and mineral resource estimates described in this document are estimated in accordance with the requirements of Subpart 1300 of Regulation S-K ("**Subpart 1300**"). We believe these estimates also comply with Canada's National Instrument 43-101 ("**NI 43-101**"). These estimates may not reflect actual mineral reserves and, mineral resources, or future production. Should we encounter mineralization or formations different from those predicted by past drilling, sampling and similar examinations, mineral reserve and mineral resource estimates may have to be adjusted and mining plans may have to be altered in a way that might ultimately cause our mineral reserve and mineral resource estimates to decline. Our mineral resource estimates may never be upgraded to mineral reserves. Moreover, if the gold price declines, or if our labor, consumable, electricity and other production costs increase or recovery rates decrease, it may become uneconomical to recover our mineral reserves. Under these circumstances, we would be required to re-evaluate our mineral reserves and mineral resources. Mineral reserve and mineral resource estimates are based on drilling results and because unforeseen conditions may occur, the actual results may vary from the initial estimates. These factors could result in reductions in our mineral reserve and mineral resource estimates, which could in turn adversely impact the total value of our business.

U.S. investors may not be able to enforce their civil liabilities against us or our directors and officers.

It may be difficult to bring and enforce suits against us, because we were amalgamated and exist under the laws of Jersey, Channel Islands and are situated in Jersey, Channel Islands and do not have assets located in the United States.

All our assets are located outside the United States and most of our directors and all of our officers are residents of countries other than the United States. As a result, it may be difficult for investors to effect service of process on us or these non-United States resident persons within the United States or to rely in the United States upon judgments obtained in the United States based on the civil liability provisions of the U.S. federal securities laws against us or our officers and non-United States resident directors. In addition, our U.S. shareholders should not assume that the courts of Jersey, Channel Islands (i) would enforce judgments of U.S. courts obtained in actions against us, our officers or directors predicated upon the civil liability provisions of the U.S. federal securities laws or other laws of the United States, or (ii) would enforce, in original actions, liabilities against us, our officers or directors predicated upon the U.S. federal securities laws or other laws of the United States.

We are incorporated under the laws of Jersey, Channel Islands and our principal offices are located outside of the United States which could have negative tax consequences for U.S. investors.

We are incorporated under the laws of Jersey, Channel Islands and are located outside of the United States. Accordingly, U.S. investors could be subject to negative tax consequences. If we choose to make an offering of securities in the United States, the applicable prospectus is expected to include a discussion of the material United States tax consequences relating to the purchase, ownership and disposition of any securities offered thereby, to the extent not set out in this Annual Report; however, investors should consult their own tax advisors as to the consequences of investing in Caledonia.

There is uncertainty as a result of the conflict in Ukraine

The conflict in Ukraine which began in February 2022, and the accompanying international response including economic sanctions, has been extremely disruptive to the world economy, with increased volatility in commodity markets, including higher oil and gasoline prices, international trade and financial markets, all of which have a trickle-down effect on supply chains, equipment and construction. There is substantial uncertainty about the extent to which this conflict will continue to impact economic and financial affairs, as the numerous issues arising from the conflict are in flux and there is the potential for escalation of the conflict both within Europe and globally. There is a risk of substantial market and financial turmoil arising from the conflict which could have a material adverse effect on the economics of the Company's projects, and the Company's ability to operate its business and advance project development.

ITEM 4 - INFORMATION ON THE COMPANY

A. History and Development of the Company

Caledonia Mining Corporation Plc (previously Caledonia Mining Corporation) was incorporated, effective February 5, 1992, by the amalgamation of three predecessor companies and was registered at the time under the Canada Business Corporations Act.

Following the creation of Caledonia its shares were listed on the TSX and quoted on the NASDAQ small caps market. On October 16, 1998, Caledonia announced that NASDAQ would no longer quote its securities for trading. Caledonia's stock commenced trading on the OTCQX in June 2005.

Effective April 1, 2006 the Company purchased 100% of the issued shares of the Zimbabwean company, CHZ that held 100% of the shares of Blanket Mine. The purchase consideration was $1,000,000 and 20,000,000 shares of Caledonia. The Company acquired all the assets and assumed all the liabilities of CHZ.

The Company re-domiciled from Canada to Jersey using a legal process called "Continuance" on March 19, 2016. The Company operates under the Companies (Jersey) Law 1991, as amended, (the "**Companies Law**"). The Continuance had no effect on the Company's listing on the TSX or on the trading facilities on AIM in London or on the OTCQX in the United States of America.

On July 24, 2017, the Company announced that its shares would be listed on the NYSE American and trading began on July 27, 2017. The trading of the Company's shares on the OTCQX ceased upon the commencement of trading on the NYSE American.

Caledonia voluntary delisted its shares from the TSX on June 19, 2020. After the delisting, the Company remains a Canadian reporting issuer and has to comply with Canadian securities laws unless and until it can demonstrate that less than 2% of its beneficial shareholders are Canadian residents. On December 2, 2021, Caledonia issued and listed 619,783 depositary receipts representing an equivalent number of shares on the VFEX raising gross proceeds of $7.8 million.

On January 6, 2023, Caledonia completed the acquisition of Bilboes Gold, further details of which can be found in Section 4 B: Business overview of this report

As at the date of this report Caledonia's securities trade on the NYSE American, AIM and VFEX under the ticker "CMCL".

The addresses and telephone numbers of Caledonia's principal offices are:

Registered and Head Office	**African Office - South African Subsidiaries**
Caledonia Mining Corporation Plc	Caledonia Mining South Africa Proprietary Limited
B006 Millais House, Castle Quay, St Helier	4th Floor, 1 Quadrum office park
Jersey, Channel Islands	Johannesburg, Gauteng, 2198
JE2 3EF	South Africa
(44) 1534 679 800	(27) 11 447 2499

Indigenization of Blanket Mine

On February 20, 2012 certain companies within Caledonia's group of companies (the "**Group**") announced that they had signed a Memorandum of Understanding ("**MoU**") with the Minister of Youth, Development, Indigenization and Empowerment of the Government of Zimbabwe pursuant to which the Group agreed that indigenous Zimbabweans would acquire an effective 51% ownership interest in the Blanket Mine for a transactional value of $30.09 million. Pursuant to the above, the Group entered into agreements with each indigenous shareholder to transfer 51% of the Group's ownership interest in Blanket Mine whereby it:

- sold a 16% interest to the National Indigenisation and Economic Empowerment Fund ("**NIEEF**") for $11.74 million;
- sold a 15% interest to Fremiro, which is owned by indigenous Zimbabweans, for $11.01 million;
- sold a 10% interest to Blanket Employee Trust Services (Private) Limited ("**BETS**") for the benefit of present and future managers and employees for $7.34 million. The shares in BETS are held by the Blanket Mine Employee Trust ("**Employee Trust**") with Blanket Mine's employees holding participation units in the Employee Trust; and
- donated a 10% ownership interest to the Gwanda Community Share Ownership Trust ("**Community Trust**"). In addition, Blanket Mine paid a non-refundable donation of $1 million to the Community Trust.

Following completion of the underlying subscription agreements, advances were made to NIEEF and the Community Trust against their rights to receive dividends declared by Blanket Mine on their shareholdings as follows:

- a $1.8 million payment to NIEEF on or about June 21, 2012;
- a $2 million payment to the Community Trust on or before September 30, 2012;
- a $1 million payment to the Community Trust on or before February 28, 2013; and
- a $1 million payment to the Community Trust on or before April 30, 2013.

Advances made to NIEEF as an advanced dividend loan were settled through dividend repayments in 2014. Refer to note 6 of the Consolidated Financial Statements for the outstanding balance of the advanced dividend loan with the Community Trust. The final payment to settle the advance dividend loan to the Community Trust was made on September 22, 2021. Future dividends to the Community Trust will be unencumbered.

The Group facilitated the vendor funding of these transactions and the advanced dividend loans which were repaid by way of dividends from Blanket Mine. 100% of dividends declared by Blanket Mine as payable to the Community Trust were used to repay its advanced dividend loan until the beginning of 2020 when Blanket agreed that 80% of dividends declared by Blanket Mine would be used to repay such loan and the remaining 20% would unconditionally accrue to the Community Trust, which was the same arrangement that applied to the other indigenous shareholders (see below). The timing of the repayment of the loans depends on the future financial performance of Blanket Mine and the extent of future dividends declared by Blanket Mine. Subsequent to the indigenization transactions the facilitation loans relating to the Group were transferred as a dividend in specie to the Company.

On June 23, 2017, the Group, Blanket Mine and the indigenous shareholders of Blanket Mine reached agreement to change the interest terms of the facilitation and advanced dividend loan agreements. The agreements changed the interest rate from the previously agreed 12-month LIBOR + 10% to the lower of a fixed 7.25% per annum, payable quarterly or 80% of the Blanket Mine dividend in the quarter. The modification was considered beneficial to the indigenous shareholders and gave rise to an equity-settled share-based expense of $806,000 on June 23, 2017 when all parties reached agreement to modify the interest charged. It was agreed that the interest change was to be applied to the facilitation and advanced dividend loan balances from January 1, 2017.

Pronouncements from the Zimbabwe Government following the appointment of the new President in late 2017 declared a relaxation in the indigenization policy which, amongst other things, included the removal of an indigenization requirement for gold mining companies. These pronouncements were passed into law in March 2018. In light of the changed legislation, on November 6, 2018, the Company announced that it had entered into a sale agreement with Fremiro to purchase Femiro's 15% shareholding in Blanket for a gross consideration of $16.667 million to be settled through a combination of the cancellation of the loan between the two entities (which stood at $11.467 million as at June 30, 2018) and the issue of 727,266 new shares in Caledonia at an issue price of $7.15 per share. On completion of the transaction on January 20, 2020, Caledonia owned 64% in Blanket and Fremiro held approximately 6.3% of Caledonia's shares.

On February 27, 2020, the Company, Blanket Mine and the indigenous shareholders of Blanket Mine reached an agreement to change the repayment terms of the advance dividend loan to the Community Trust. The amendment allowed that 20% of the Community Trust's share of the Blanket dividend would accrue to it on declaration of the dividend and that the remaining 80% be applied to the advance dividend loan from February 27, 2020. The modification was not considered beneficial to the other indigenous shareholders.

Blanket Mine - Capital Investment

The main capital development project is the infrastructure which will allow for production at 30 and 34 levels below the current operations; another level (38 level) is intended to be added in due course via a decline construction. Central Shaft is currently being used to hoist development waste, people and material – thereby freeing up capacity at No. 4 Shaft to hoist ore. Investment in 2022 comprised the construction of the grizzly rock passes at the ore passes on 26 and 30 levels that is 50% complete, mining of the clear and dirty water sumps at 34 level, and the completion of the raise boring return airway connecting 30 and 34 level and the conveyor and primary crushing plant on surface. Development from Central Shaft has continued northwards and southwards on 26, 30 and 34 levels towards AR South and Eroica.

In addition, work continued on the following developments:

- Eroica Decline 3: this decline will continue down to the 30 and 34 levels (990m and 1,110m below collar, respectively) and will connect to the haulages from Central Shaft. Progress in 2022 was stopped at 870 meters to allow for level development to take place;

- 930-meter haulage: this haulage was mined from the bottom of decline 4 in the Blanket section designed to facilitate the opening up and development of the BQR and 3 Orebody zones. This work has been accomplished successfully and the updip development has since linked to 870m level some 60m above. This connection has improved access and ventilation allowing for rapid strike development to take place on multiple sublevels. It is currently ongoing along the 2 orebody section. This is an area with higher than average mine grades.

The Caledonia board has allocated approximately $3 million towards a capital program to address the remaining issues relating to the electricity supply from the grid which includes installing capacitors to improve the power utilization efficiency and installing further autotap changers to stabilize the power at Central Shaft. The table below shows spending on capital development projects for the twelve months to the end of 2022:

Capital development	**$'m**
Central Shaft and infrastructure development	9.7
Capital development ends	5.7
Power	5.6
TOTAL	**21.0**

Solar Investment

In 2020, the Company raised $13 million (before commission and expenses) through the sale of 597,963 shares at an average price of $21.74 per share to construct a solar plant. Caledonia initiated a tender process to identify parties to submit proposals for a solar project that would reduce Blanket's reliance on grid and generator power and provided notice to proceed with construction in 2021. The 12.2 MWac solar plant was connected to the Blanket grid in November, 2022 and fully commissioned in early February 2023. The solar plant provides approximately 27% of Blanket's electricity demand during daylight hours, reduces Blanket's reliance on the utility and generator use and cost $14.3 million to complete.

Blanket continues to rely on the grid and generators to provide additional power during daylight hours and at night. Completion of the solar plant coincided with an improvement in the supply of power from the grid which has substantially reduced the amount of diesel consumed. In January 2023 Blanket consumed on average 18,000 litres of diesel per month for 2023 compared to an average of 120,000 litres per month for the whole of 2022. Whilst it is uncertain that this level of improvement will be maintained, the successful implementation of the solar plant is expected to result in a meaningful reduction in diesel usage.

In December 2022, the Caledonia board approved a proposal for Caledonia Mining Services (Private) Limited ("**CMS**"), which owns the solar plant, to issue loan notes ("**bonds**"). This decision was taken to optimise the capital structure of the Group and provide additional debt instruments to the Zimbabwean financial market. The bonds have an interest rate of 9.5% payable bi-annually and have a tenor of 3 years from the date of issue. The bond repayments are guaranteed by the Company and $7 million of bonds were in issue to the date of this report, all issued to Zimbabwean registered commercial entities.

Capital projects and expenditures are further analyzed in notes 17 and 18 of the Consolidated Financial Statements and under Item 4.B – "Business Overview".

Available Information

The SEC maintains an internet site (http://www.sec.gov) that contains report, proxy and information statements and other information regarding issuers that file electronically with the SEC. Such information can also be found on the Company's website (http://www.caledoniamining.com).

B. Business Overview

Description of Our Business

Blanket Mine

Caledonia's primary focus is the operation of a gold mine and the exploration and development of mineral properties for precious metals. Caledonia's activities are focused on Zimbabwe. The Company's business during the last three completed fiscal years has been focused primarily on increasing production to 80,000 oz. of gold from 2022 onward through its investment plan at Blanket Mine.

Total gold production at Blanket Mine for 2022 was 80,775 oz. (2021: 67,476; 2020: 57,899). Gold producers compete globally based on their operating and capital costs. Certain gold producers benefit from their ability to produce other minerals in commercial quantities as by-products. Caledonia derives approximately 0.1% of its revenues from silver, which is insignificant. 100% of Blanket's revenues over the last three years was derived from its operations in Zimbabwe.

Bilboes Gold

On July 21, 2022 Caledonia announced that it had signed an agreement (the "**Bilboes Agreement**") to purchase Bilboes Gold Limited ("**Bilboes Gold**"), the parent company which owns, through its Zimbabwe subsidiary, Bilboes Holdings, the Bilboes Project for a total consideration of 5,123,044 Caledonia shares representing approximately 26.8% of Caledonia's fully diluted equity as at today's date and a 1% net smelter royalty ("**NSR**") on the Bilboes Project's revenues.

Bilboes is a large, high grade gold deposit located approximately 75 km north of Bulawayo, Zimbabwe. Historically, it has been subject to a limited amount of open pit mining.

Upon Caledonia's entry into the Bilboes Agreement, Caledonia announced a NI43-101 compliant estimate commissioned by the vendors of Bilboes Gold of proven and probable mineral reserves of 1.96 million ounces of gold in 26.64 million tonnes at a grade of 2.29 g/t and measured and indicated mineral resources of 2.56 million ounces of gold in 35.18 million tonnes at a grade of 2.26 g/t (inclusive of mineral reserves) and inferred mineral resources of 577,000 ounces of gold in 9.48 million tonnes at a grade of 1.89 g/t. These estimates were derived from a NI 43-101 technical report titled "*BILBOES GOLD PROJECT FEASIBILITY STUDY"* with effective date December 15, 2021 prepared by DRA Projects (Pty) Ltd and filed by the Company on SEDAR (www.sedar.com) on July 21, 2022. Caledonia is not treating these estimates as current estimates of mineral resources or mineral reserves, pursuant to Subpart 1300 because a qualified person has not done sufficient work to classify the estimate as a current estimate of mineral resources or mineral reserves under Subpart 1300.

The Company understands that the project has produced approximately 288,000 ounces of gold since 1989. The report mentioned above indicates the potential for an open-pit gold mine producing an average of 168,000 ounces per year over a 10-year life of mine.

On July 21, 2022 Caledonia also entered into tribute and mining agreements with Bilboes Holdings so that the oxide mining activities could be re-started. Restarting the oxide mining activities had the benefit of an element of pre-stripping for the main development, the Bilboes sulphide project. This tribute agreement is specific to the oxide and transitional ore mining operations of Bilboes Holdings At the date of the tribute agreement Bilboes Holdings was on care and maintenance.

On January 6, 2023 Caledonia announced that it had satisfied the conditions precedent to purchase Bilboes Gold. The total consideration was agreed at 5,123,044 Caledonia shares, representing approximately 26.8% of Caledonia's fully diluted equity as at today's date and a 1% NSR. Following completion of the transaction in January 2023, Caledonia commissioned its own feasibility study to identify the most judicious way to commercialize the Bilboes sulphide project and optimize shareholder returns. One approach that is being considered is a phased development which would minimize the initial capital investment and reduce the need for third party funding.

Caledonia has commenced the oxide operations that is expected to be cash positive within 6 months of the commencement of work and it generated $171,000 revenue by March 31,2023. This also has the benefit of partially pre-stripping the area for the main development of the project.

Refer to note 5 in the Consolidated Financial Statements for more detail on the Bilboes Gold acquisition and tribute transaction.

Motapa-Project

On November 1, 2022 Caledonia acquired from Bulawayo Mining Company Limited ("**Bulawayo Mining**") all the shares in Motapa Mining Company UK Limited ("**Motapa**"), which wholly owns Arraskar Investments (Private) Limited ("Arraskar"), the holder of the registered mining lease over Motapa, for $8.25 million.

Caledonia's exploration activities are focused on Blanket Mine, Motapa and Maligreen and in due course management intends to complete a drilling plan for Motapa.

Maligreen-Project

On September 23, 2021, Caledonia announced that it had entered into an agreement to purchase the mining claims over Maligreen, a property situated in the Gweru mining district in the Zimbabwe Midlands, from Pan African Mining (Private) Limited, a privately-owned Zimbabwean company, for a total cash consideration of US$4 million. The transfer of the claims to Caledonia and the payment of the purchase price was completed during the fourth quarter of 2021.

Maligreen is a brownfield gold exploration project situated on the Nkayi-Silobela Greenstone Belt that has historically been exploited via open pit mining. The total land area of Maligreen is approximately 550 hectares comprising two historic open pit mining operations that produced approximately 20,000 ounces of gold mined from oxides between 2000 and 2002 after which the operation was closed.

Significant historical exploration and evaluation work has been conducted on the property over the last 30 years including regional geochemical and geophysical (aeromagnetic and ground) surveys and 5 tonnes of bulk metallurgical test work. A total of 755 holes, of which 113 were diamond holes, have been drilled at the property over a combined 63,463 metres. These were completed in the period 1995 to 2001.

During 2022 the Company completed a re-logging and re-sampling exercise of a representative sample of previously drilled core which have satisfied the QAQC requirements for upgrading the original Inferred Mineral Resources estimate to Measured, Indicated and Inferred Mineral Resources. Future exploration activities may be considered to further understand the strike and depth extension potential and assess the potential for a mining operation.

A Tribute Agreement is in place with Silobela Youth in Mining Syndicate for the Maligreen claims from 1 October 2020 to 30 September 2023, in terms of which Silobela Youth in Mining Syndicate may undertake mining activities over the claims. Silobela Youth in Mining Syndicate must pay to CHZ 5% of the value of minerals mined or a rental amount. The Silobela Youth in Mining Syndicate is actively mining as per the Tribute Agreement with royalty payments made as per the agreement.

Refer to note 18 of the Consolidated Financial Statements and Item 4.A - “History and Development of the Company” for more detail on Maligreen.

Connemara North

In December 2020 Caledonia announced it had entered into an option agreement which gives the Company the exclusive right to explore the Connemara North property.

Connemara North is the northern section of the currently closed Connemara mine which was previously owned by First Quantum Minerals (“**First Quantum**”); it was placed on care and maintenance in 2001 and subsequently disposed of in 2003. It has not been commercially mined since this time but before being placed on care and maintenance the Connemara mine produced approximately 20,000 ounces of gold per annum from an open pit heap leach operation. Previous public disclosures made by First Quantum in 2001 indicated that they had plans to expand the existing open pit operations at Connemara mine, when gold prices were approximately $300/oz.

After concluding drilling and exploration to the value of $0.5 million the Company decided not to exercise the option over Connemara North as the results of the exploration work indicated that the property does not meet Caledonia’s strategic objectives. This gave rise to an impairment of $0.5 million. No further costs or impairments in respect of the Connemara North option are anticipated.

Other

The Eagle Vulture, Mascot and Penzance satellite properties were sold in 2021. During the fourth quarter of 2020 the Company entered into option agreements that gave the Company the exclusive right to explore the Glen Hume and Connemara North properties. On conclusion of the drilling programme it was decided not to exercise the option over the Glen Hume property, resulting in an impairment of $3.8 million. After further evaluations, in March 2022 Caledonia decided that the Connemara North property did not meet the Company’s criteria for further investment and accordingly the option to acquire the mining clams was not exercised. The accumulated expenditure on the Connemara North property of $163,000 was impaired in the first quarter of 2022.

Blanket Mine is our principal gold producing mining asset and from 2023 its gold production will be supplemented by the Bilboes oxide mining activities. Assets such as Maligreen, Motapa, the Bilboes sulphides project and Blanket satellite properties are in the exploration and/or evaluation stage. Estimates on operationalizing and/or defining orebodies may change as future evidence is obtained for these assets.

There is no assurance that our mineral exploration activities will result in any discoveries of commercial bodies of mineral reserves. The long-term profitability of our operations will, in part, be directly related to the costs and success of our exploration programs, which may be affected by several factors.

There can be no assurance, even when an economic deposit of minerals is located, that any of our property interests can be commercially mined. The exploration and development of mineral deposits involve a high degree of financial risk over a significant period which a combination of careful evaluation, experience and knowledge of management may not eliminate. While the discovery of additional ore-bearing structures may result in substantial rewards, few properties which are explored are ultimately developed into producing mines. Major expenses may be required to establish reserves by drilling and to construct mining and processing facilities at a particular site. It is impossible to ensure that our current exploration programs will result in profitable commercial mining operations. The profitability of our operations will be, in part, directly related to the cost and success of its exploration and development programs which may be affected by several factors. Additional expenditures are required to establish reserves that are sufficient to commercially mine and to construct, complete and install mining and processing facilities in those properties that are actually mined and developed.

Mining Operations

Blanket Mine

On November 3, 2014 Caledonia announced the investment plan and production projections for the Blanket Mine. The objectives of the investment plan were to improve the underground infrastructure and logistics to allow efficient and sustainable production build-up.

There was no deep exploration drilling at Blanket Mine in 2022. Deep level exploration drilling will re-commence after the related development, in the Central Shaft area, has been completed to provide access to new drilling positions.

The review of existing data, the completion of Central Shaft with resumed drilling platforms and the migration to digital estimation protocols allowed for revised mineral resources and mineral reserves estimate. The estimate was based on data as at March 31, 2022 for mineral resources and September 1, 2022 for mineral reserves, and depleted to 31 December 2022 for declaration. Refer to section 7.1 below.

Exploration at Blanket Mine's portfolio of satellite properties was suspended in 2016 so that minral resources could be re-deployed at Blanket. Since then, the Company has evaluated other investment opportunities in Zimbabwe and has concluded that the satellite properties other than GG are unattractive due to their relatively small size, low grade, limited exploration potential, operating complexity and metallurgical incompatibility with the existing Blanket Mine plant. The GG satellite property remains on care and maintenance.

Metallurgical Process

Metallurgical plant – Blanket Mine

The Blanket Gold Plant established on the Blanket Mine site consists of crushing, milling, carbon-in-leach and batch elution electro-winning circuits. Recoveries in 2022 were 93.8% compared to 93.9% in 2021.

The capacity constraints in the metallurgical plant that were experienced were alleviated in the fourth quarter of 2022 due to the commissioning of the new ball mill (BM10) and the repair of BM7. Power cuts and repairs and maintenance to the primary, secondary crushers and the gearbox of BM8 reduced the tonnes milled of the metallurgical plant during the fourth quarter of 2022.

The installation of BM10 and repairs increased the metallurgical production capacity to 2,400 tonnes per day. The increased milling capacity enabled Blanket to increase tonnage milled from 1,976 tonnes per day during June 2022 to 2,379 tonnes per day on August 23, 2022.

During the fourth quarter of 2022, Blanket finished construction of a conveyor and crushing system to feed ore from the Central Shaft to a primary crusher from which it will be transported to the metallurgical plant which is located approximately 800 metres away, close to the No. 4 Shaft. The project was commissioned in November 2022.

Safety, Health and Environment

The following safety statistics have been recorded for the year 2022 and the preceding two years.

Classification	2020	2021	**2022**
Fatal	-	-	**1**
Lost time injury	6	3	**4**
Restricted work activity	9	6	**4**
First aid	1	1	**5**
Medical aid	12	21	**12**
Occupational illness	-	-	**-**
Total	28	31	**26**
Incidents	59	62	**39**
Near misses	24	22	**18**
Disability Injury Frequency Rate	0.52	0.26	**0.23**
Total Injury Frequency Rate	0.97	1.05	**0.75**
Man-hours worked (thousands)	5,789	6,199	**6,947**

Regrettably, a fatality occurred on February 21, 2022 and another on February 16, 2023. The fatalities occurred as a result of a vehicle accident underground and a secondary blasting accident. The directors and management of Caledonia and Blanket express their sincere condolences to the family and colleagues of the deceased. Management has provided the necessary assistance to the Ministry of Mines Inspectorate Department in its enquiries into the incidents. Caledonia takes the safety of its employees very seriously and, accordingly, measures have been taken to reinforce adherence to prescribed safety procedures.

Exchange Controls, Social Investment and Contribution to the Zimbabwean Economy

Exchange control approvals from the RBZ and the Reserve Bank of South Africa are required on the flow of funds in and out of Zimbabwe and South Africa. The Company obtained necessary approvals from both the RBZ and the Reserve Bank of South Africa to transfer foreign currency during the fiscal year ended December 31, 2022.

Additionally, Blanket Mine's investment in community and social projects which are not directly related to the operation of the mine or the welfare of Blanket Mine's employees, the payments made to the Community Trust in terms of Blanket Mine's indigenization, and payments of royalties, taxation and other non-taxation charges to the Zimbabwe government and its agencies are set out in the table below.

Payments to the Community and the Zimbabwe Government ($'000's)				
	Community and Social Investment	**Payments to GCSOT**	**Payments to Zimbabwe Government**	**Total**
Year 2020	1,689	184	12,526	14,399
Year 2021	1,163	948	16,426	18,537
Year 2022	**888**	**1,200**	**19,184**	**21,272**

General Comments

Caledonia's activities are centered on Zimbabwe and occur year-round. Caledonia is not dependent, to any material extent, on patents, licenses, contracts, specialized equipment or new manufacturing processes at this time. However, there may be occasions that Caledonia may wish to adopt such patents, licenses, specialized equipment, etc. if these are economically beneficial to its operations. All mining and exploration activities are conducted under the various economic, mining and environmental regulations of the country where the operations are being carried out. It is always Caledonia's standard that these regulations are complied with by Blanket Mine. Caledonia has not experienced a shortage of availability of raw materials or significant price volatility.

Refer to note 4(b)(ii) of the Consolidated Financial Statements and Item 3.D – "Risk Factors", under the subheading "We do business in countries and jurisdictions outside of the United States where different economic, cultural, regulatory, monetary and political environments could adversely impact our business, results of operations and financial condition" where the material effects of government regulations of the Company's business are disclosed.

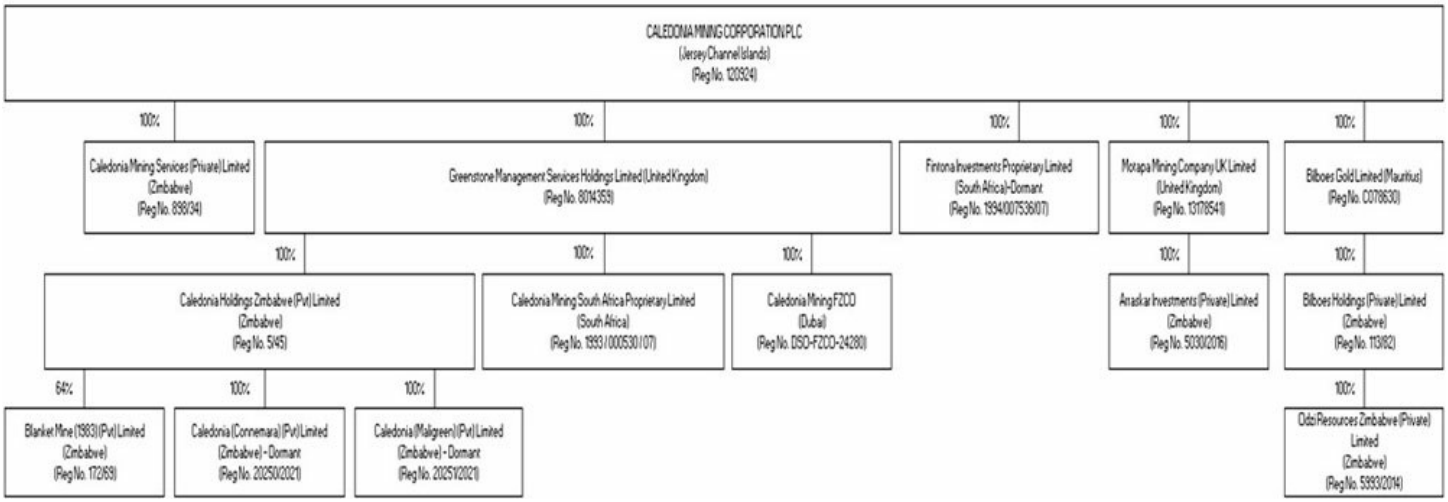
Investors should recognize that Blanket's ability to implement its investment plans at its properties and interests and Caledonia's ability to sustain its operations outside Zimbabwe and pay future dividends depends, inter alia, on the ability to externalize cash from Zimbabwe.

The sale of precious metals is recognized as revenue when the metal is accepted at the refinery by Fidelity ("**Lodgement date**"). Control is transferred and the receipt of proceeds is substantially assured at point of delivery. Revenue for each delivery is measured at the London Base Metal Association Tuesday PM price post-delivery less 1.25%, being the fair value receivable at the date of the transaction. On average settlement occurs within 14 days of delivery.

In respect of the gold export arrangement with AEG and Fidelity, gold is sold through a "closed pipe" mechanism starting with delivery to Fidelity and preliminary refining of Blanket's and Bilboes' gold production in a separate crucible. Risk in the gold vests with Fidelity until the gold is then delivered to the transport vessel (airplane) at the Robert Mugabe International Airport (Zimbabwe) for transfer to AEG in Dubai for final refining and sale. Fidelity retains 28.75% of the refined gold covering 25% required by the RBZ for conversion into ZWL and 3.75% as royalty. Caledonia will effectively receive 71.25% of the refined gold. Fidelity will pay the 25% retention proceeds in ZWL. From the ZWL amount payable to Caledonia, Fidelity will deduct 1.25% as a royalty and control of the gold is transferred as soon as payment is received. Revenue is recognized for each shipment on the Spot or London Fixing or as mutually agreed between the parties. Revenue for the refined gold retained by Fidelity will follow the same recognition process. The remaining gold will be recognized as revenue as soon as payment is received from AEG.

C. Organizational Structure

The Company has the following organizational structure as at April 28, 2023:



D. Property, Plant and Equipment and Exploration and evaluation assets

Overview

The Company is engaged in the exploration, development and production of gold and other precious metals from its mineral properties. The Company's four material mineral properties, all located in Zimbabwe, are:

- the production-stage Blanket Mine (64% interest);
- the exploration-stage Maligreen project (100% interest);
- the oxides[1] and exploration-stage (sulphides) at Bilboes (100% interest), at which we have commenced mineral extraction prior to estimating mineral reserves or mineral resources under Subpart 1300; and
- the exploration-stage Motapa (100% interest), at which exploration and associated activities will be executed for the purpose of estimating mineral reserves or mineral resources under Subpart 1300.

The Blanket Mine and its satellite operations are located in the Matabeleland South province, the Maligreen project is located in the Midlands province and Motapa and the Bilboes is in the Bulawayo province as illustrated below.



The Company does not have interests in any other mineral properties, following the disposition of the Company's interests in Connemara North, Glen Hume, Eagle Vulture, Mascot and Penzance, and Eersteling.

Certain of the information set forth in this annual report is derived from the following:

- For the Blanket Mine, the Subpart 1300 technical report summary entitled "S-K 1300 Technical Report Summary on the Blanket Gold Mine, Zimbabwe", with an effective date of December 31, 2022, prepared by Qualified Persons Messrs. U Engelmann and D van Heerden. Refer to Exhibit 15.4 in this report; and
- For the Maligreen project, the Subpart 1300 technical report summary entitled "S-K 1300 Technical Report Summary on the Maligreen Gold Project, Zimbabwe", with an effective date of December 31, 2022, prepared by Mr. U Engelmann. Refer to Exhibit 15.5 in this report.

[1] Operations on the oxides commenced on December 1, 2022.

Neither Mr. U Engelmann or Mr. D van Heerden is an employee of the Company and both are Qualified Persons as defined in accordance with Subpart 1300. Each is an employee of Minxcon (Pty) Ltd. None of Messrs. U Engelmann or D van Heerden or Minxcon (Pty) Ltd is an affiliate of the Company or any other company that has, nor do any of them have, any ownership, royalty or other interest in the respective properties.

The Blanket Mine and Bilboes (oxide project), which was acquired subsequent to December 31, 2022, are the Company's only properties with current mineral extraction. Annual production information for the Blanket Mine for the previous three years is provided below, under "Material Properties – Blanket Mine".

Mineral Resources

Mineral resources are stated as exclusive of mineral reserves and as attributed values. Ordinary kriging and inverse distance estimation methodology was employed and confined to the property boundaries to which we have legal rights to explore and mine.

The Blanket Mine mineral resources occur as underground resources and estimates have been depleted for mining. Measured, indicated and inferred mineral resources are declared due to the continuity of the geology and grade as well as a history of proven historical mining. The inferred mineral resources show geological continuity, while grade continuity requires improvement through additional drilling. A cut-off of 1.5 g/t was utilized for Blanket Mine based on an average real term gold price of US$1,800/oz based on a 10-to-15 year view for precious metals. No geological losses were applied to the Blanket Mine measured mineral resources, while 5% discount was applied to the indicated and inferred categories.

The mineral resources for Maligreen are reported at surface (all mineral resources <220 m from surface) and underground (>220 m from surface). The mineral resources have been depleted by means of topography and mining voids. Following confirmatory re-logging and re-sampling of historical core along with the robust geological mode, the data previous inferred mineral resources can now be declared as a measured, indicated and inferred mineral resources. A cut-off of 0.4 g/t was applied to the surface resources, while a cut-off of 1.5 g/t was applied to the underground portion based on a gold price of US$1,800/oz based on a 10-to-15 year view for precious metals. Discounts applied to the mineral resources include geological losses of 5% for measured, 10% for indicated and 15% for inferred mineral resources to account for geological, data and estimation uncertainty.

In Situ Mineral Resources Exclusive of Mineral Reserves			**December 31, 2022**		
			Tonnes (Mt)	**Grade (g/t)**	**Gold (koz)**
Zimbabwe	**Blanket Mine**	Measured	1.86	3.10	185
	Underground	Indicated	2.36	2.89	220
	(64% attributable)	**Measured + Indicated**	**4.22**	**2.98**	**405**
		Inferred	5.76	2.92	539
	Maligreen	Measured	1.65	2.37	126
	Surface	Indicated	6.29	1.53	310
	(100% attributable)	**Measured + Indicated**	**7.94**	**1.70**	**434**
		Inferred	4.58	1.55	229
	Maligreen	Measured			
	Underground	Indicated	0.09	2.89	8
	(100% attributable)	**Measured + Indicated**	**0.09**	**2.89**	**8**
		Inferred	1.59	3.75	192
Total Measured			**3.51**	**2.75**	**310**
Total Indicated			**8.74**	**1.91**	**537**
Total Measured + Indicated			**12.25**	**2.15**	**847**
Total Inferred			**11.92**	**2.50**	**959**
Grand total			**24.17**	**2.33**	**1,807**

As at December 31, 2022, Blanket Mine was our only property with Subpart 1300 mineral reserves. See "Material Properties – Blanket Mine" below, for a description of our mineral reserves at Blanket Mine.

For the three years ended December 31, 2022, Blanket Mine was our only property with production. See "Material Properties – Blanket Mine" below, for production data for the three years ended December 31, 2022.

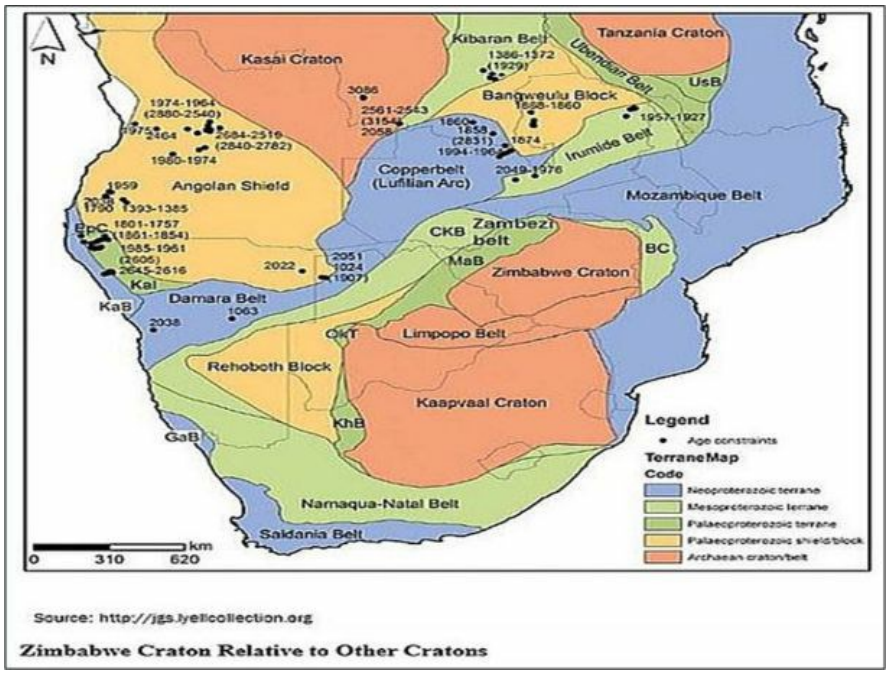
Regional Geological Setting

Zimbabwe's known gold mineralization occurs in host rocks of the Zimbabwe Craton, which is made up of Archaean rocks. The geology of the Craton is characterized by deformed and metamorphosed rocks which include high-grade metamorphic rocks, gneisses, older granitoids, greenstone belts, intrusive complexes, younger granites and the Great Dyke. The Chingezi gneiss, Mashaba tonalite and Shabani gneiss form part of a variety of tonalities and gneisses of varying ages. Three major sequences of slightly younger gold-bearing greenstone belt supracrustal rocks exist:

- Older greenstones called the Sebakwian Group, which are mostly metamorphosed to amphibolite facies. They comprise komatiitic and basaltic volcanic rocks, some banded iron formation ("BIF"), as well as clastic sediments.
- The Lower Bulawayan Group, which comprises basalts, high-Mg basalts, felsic volcanic rocks and mixed chemical and clastic sediments. The Lower Bulawayan Group forms the Belingwe (Mberengwa) greenstones.
- The Upper Bulawayan (upper greenstones) and Shamvaian groups, which comprise a succession of sedimentary and komatiitic to tholeiitic to calc-alkaline rocks.

Three metamorphic belts surround the Zimbabwe Craton:

- Archaean Limpopo Mobile Belt to the south;
- Magondi Mobile Belt on the north-western margin of the Craton; and
- Zambezi Mobile Belt to the north and northeast of the Zimbabwe Craton.



Zimbabwe Craton Relative to Other Cratons

Material Properties

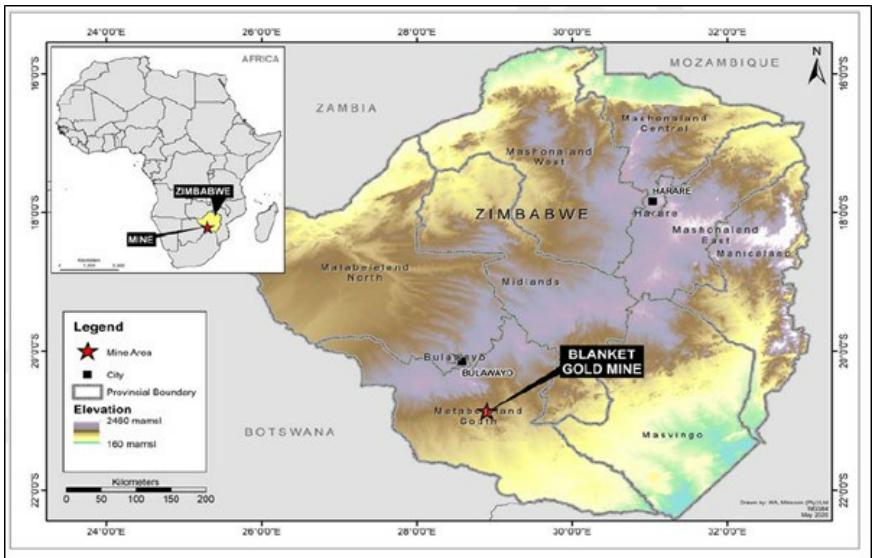
Blanket Mine

Property Description and Ownership

The Blanket Mine is an operating underground gold mine situated on the Gwanda Greenstone Belt ("GGB") targeting shear zone hosted gold mineralization. The Mine complex comprises a cluster of mines extending from Lima in the north, through Eroica, Sheet, AR Main, AR South, the currently defunct Feudal, Blanket Section (Blanket 1 to Blanket 6) and Jethro over a total strike length of some 3 km. Gold has been commercially mined at the project area from several closely-spaced orebodies defining a mineralized trend via several shafts since the early 1900s. The Mine covers the operating claims of Jethro, Blanket, Feudal, Harvard, Mbudzane Rock, Oqueil, Sabiwa, Sheet, Eroica and Lima, largely encompassed in a 2,120ha Mining Lease. Ore is processed at an on-site plant. As at December 31, 2022 the net assets of Blanket Mine is $185 million. Refer to note 27 of the Consolidated Financial Statements.

The Company indirectly owns 64% of the shares of Blanket Mine, the operator of which is Blanket Mine (1983) (Private) Limited, after the purchase of Fremiro's 15% shareholding became effective in January of 2020. The Blanket Mine is fully equipped with all the necessary plant and equipment to conduct mining operations and the production of gold from the ore mined from the mine.

As illustrated below, the Mine is located in the southwest of Zimbabwe, approximately 15 km northwest of Gwanda, the provincial capital of Matabeleland South. Gwanda is located 120 km southeast of Bulawayo, 200 km northwest of the Beitbridge Border post with South Africa, and 560 km from Harare, Zimbabwe's capital city. The Mine is centered on the coordinates (WGS84 system) 20°52' S, 28°54' E.



Source: Minxcon (2020)

The table below indicates the aggregate annual production from Blanket in the last three fiscal years:

Blanket Production Statistics				
Year	Tonnes Milled (t)	Gold Head (Feed) Grade (g/t Au)	Gold Recovery (%)	Gold Produced (oz)
2020	597,962	3.21	93.8	57,899
2021	665,628	3.36	93.9	67,476
2022	752,033	3.56	93.8	80,775

Blanket Mine employs two mining methods that are well suited to the nature of the of the mineral deposits. The extreme variation within the Blanket Mine mineral deposits necessitates modification of the exact mining methods that suit the specific characteristics of each deposit. The general practice on the mine is to implement one of two tailored mining methods, determined mainly by the width of the mineral deposit.

The two mining methods utilised are:

- Long-hole stoping in wider mineral deposits (orebody widths generally more than 3 m); and
- Underhand stoping in narrow mineral deposits (orebody widths generally less than 3 m).

The planned thrust in development is aimed at opening up ground below 750 m Level which will be the primary production areas, as well as create the necessary exploration drilling platforms. In the Lima, ARS, Blanket and Blanket Feudal areas some mining activities will take place above 750 m Level.

Infrastructure at Blanket Mine as well as power and water supply are well-established infrastructure to support and sustain mining and processing operations. To date in excess of 1 million ounces of gold have been produced from the property.

The Blanket Gold Plant established on the Blanket Mine site consists of crushing, milling, carbon-in-leach and batch elution electro-winning circuits. The plant treats an average of 62,000 tonnes per month at a recovery of approximately 94%. The recovery performance is expected to continue, while the processing rate could be increased once planned milling upgrade has been completed. Construction of a new tailings storage facility is to begin in 2023, with a design to ensure international best practice is met whilst enabling uninterrupted production.

For a detailed breakdown of the property, plant and equipment and encumbrances thereon refer to note 17 of the Consolidated Financial Statements. The property, plant and equipment of the Group is predominantly held in Zimbabwe and the continued implementation of the investment plan is expected to increase the property, plant and equipment of the Group. Refer to note 18 of the Consolidated Financial Statements for a detailed breakdown on the exploration and evaluation properties of the Company and encumbrances thereon, as well as Item 4.A - "History and Development of the Company".

The issuing and control of mineral rights in Zimbabwe is regulated by the Mines and Minerals Act (Chapter 21:05) of 1961 ("**MMA**"), administered by the Mining Commissioner of the regional mining district. The mineral resources are vested in the State through the President of Zimbabwe.

The Government of Zimbabwe does not participate in managing the projects of local or foreign firms in the private sector. Presently, government participation in mining is through Zimbabwe Mining Development Corporation ("**ZMDC**") and through the Minerals Marketing Corporation of Zimbabwe ("**MMCZ**"). The ZMDC was formed in 1982 for government to participate in the mining sector and to save companies that were being threatened to close. It is active in exploration, mining and giving assistance to cooperatives and small-scale miners. The MMCZ was formed in 1992 and is responsible for marketing all the country's minerals and metal products except gold and silver which are sold through the Reserve Bank. It finances its operations by a commission charge of 0.875% on sales conducted for its clients.

In Zimbabwe, mining and mine development may be conducted with a mining claim, mining lease, special mining lease and special grant. A mining claim covers a small area, thus usually several claims are grouped to form a block of claims. The claim confers on the holder the exclusive right to mine the mineral resource for which the claim was registered. Mining claims are dependent on the claim holder applying to the Mining Commissioner for and obtaining an inspection certificate on an annual basis; failure to do so may result in the forfeiture of the relevant claim. A block of claims may be transformed into a mining lease for simplicity of administration.

The Blanket Mine's interests in Zimbabwe include a mining lease, operating claims (i.e., on-mine), non-operating claims and a portfolio of brownfields exploration projects (satellite projects). Blanket Mine operates under a mining lease issued by the Mining Affairs Board of Zimbabwe with registered number 40 (ML40) which was issued under the MMA to Blanket Mine (1983) (Private) Ltd, a 64% held indirect subsidiary of the Company, on May 24, 2019 and is annually renewed. The mine's claims under the lease cover an area of 2,120 ha.

A copy of ML40 is attached hereto as Exhibit 4.9.

Blanket Mine also has several registered claims, not incorporated under the lease. The 59 claims contiguous to the mining lease comprise a total area of approximately 994 ha. Blanket Mine provided a separate list of non-operating claims located away from ML40 and the adjoining claims described above, that form a portion of their Gwanda portfolio. These non-producing claims ("**satellite projects**") consist of 217 blocks of registered base metal (Ni, Cu and As) and precious metal claims covering a total area of 2,672 ha. A number of claims are subject to active tribute agreements between the mine and local small scale miners.

History

The Blanket Mine is part of the Sabiwa group of mines within the Gwanda Greenstone Belt from which gold was first extracted in the 19th century. The Blanket Mine is a cluster of mines extending some 3 km from Jethro in the south through Blanket itself, Feudal, AR South, AR Main, Sheet, and Eroica, to Lima in the north. Blanket Mine has produced over a million ounces of gold during its lifetime.

Following sporadic artisanal working, the Blanket Mine was acquired in 1904 by the Matabele Reefs and Estate Company. Mining and metallurgical operations commenced in 1906 and between then and 1911, 128,000 t were mined. From 1912 to 1916 mining was conducted by the Forbes Rhodesia Syndicate who achieved 23,000 t. There are no reliable records of mining for the period between 1917 and 1941 and it is possible that operations were adversely affected by political instability during World Wars I and II. In 1941 F.D.A. Payne produced some 214,000 t before selling the property to Falconbridge in 1964 (Blanket Mine, 2009). Under Falconbridge, production increased to 45 kg per month and the property yielded some 4 Mt of ore up until September 1993. Kinross Gold Corporation ("**Kinross**") then took over the property and constructed a larger Carbon-in-Leach plant with a capacity of 3,800 tpd. This was designed to treat both run of mine ("**RoM**") ore and an old tailings dump.

The Blanket Mine is currently 64% indirectly owned and operated by Caledonia, which initially completed the purchase of the mine from Kinross on 1 April 2006. The Blanket Mine re-started production in April 2009 after a temporary shut-down due to the economic difficulties in Zimbabwe.

Present Condition and Infrastructure

The Blanket Mine consists of a series of small shafts providing access to the underground workings of the various orebodies that are being mined. The main access and draw points are accessed by the shafts indicated in the table below.

Name	**Description**
Jethro Shaft	The shaft has dimensions of 3 m x 2 m and is mainly utilised for the transport of men and material from surface to 7 Level. The shaft is equipped with a single drum winder with a 22 mm rope and capacity of 10 men.
5 Winze (Sub-Shaft)	5 Winze has dimensions of 3 m x 2 m and is a sub-shaft and is mainly used to transport men and materials between 7 Level and 22 Level. This shaft is similarly to Jethro shaft equipped with a single drum winder with a 20 mm rope and a capacity of 10 men.
6 Winze (Sub-Shaft)	6 Winze has dimensions of 3 m diameter and is a sub-shaft used mainly for the hoisting of ore from 26 Level to 22 Level from where ore is transported to No. 4 Shaft for hoisting to surface. This shaft is equipped with a 112 kW single drum winder with a 24 mm rope and a capacity of 3 t per skip or 500 tpd. At the bottom of 6 Winze shaft is a 12kW spillage pump.
Blanket Shaft (No. 4 Shaft)	No. 4 Shaft was historically the main production shaft of Blanket Mine. No. 4 Shaft has dimensions of 4 m x 2 m with two compartments. This shaft is mainly used for the hoisting of ore and waste rock from 22 Level to surface. The shaft is equipped with a 560 kW thyristor driven double drum winder with a 34 mm rope and capacity of 5t per skip or 2,000 tpd.
Central Shaft	The Central Shaft is not lined and has a four-compartment, 6 m diameter layout, equipped with 2 x 3,642 kW double-drum winders, one for rock and the other for men and material. The shaft reaches a depth of 1,204 meters.

The Blanket Mine is an underground mine in the production stage, and a number of expansion projects have either been completed or are planned for the Blanket mining operations in order to increase production. The majority of the expansion projects will consist of the below 750 m Level (22 Level) expansion projects.

The first project included the sinking and construction of the Central Shaft in-between the AR Main and AR South / Blanket orebodies from surface to 1,204 m (just above 38 Level) and its associated infrastructure. Sinking and equipping of the shaft has been completed with the development of the associated ore pass system and loading station development currently in progress.

Further projects include the development of various decline shaft infrastructure targeting specific mining areas in order to increase production.

Surface infrastructure comprises mine offices, change houses, mine headgears, workshops, storerooms, a processing plant, hospital, tailings facility and an assay laboratory. Production shafts on surface consist of the No. 4 Shaft and the Jethro Shaft. Sub-shaft infrastructure in the form of the No 5 Winze connects Jethro to the underground workings. Other shafts and raise bore holes on surface, primarily used for ventilation purposes, include Lima, Eroica and Sheet. A total of 11 hoists are installed at the mine, three of which are used for ore handling (No. 2 incline shaft, the sub-vertical shaft and 6 Winze shaft).

The existing infrastructure at Blanket will be utilized in parallel with new infrastructure which is specifically aimed at targeting the below 22 Level mining areas. The extensions entailed the sinking of the Central Shaft from surface down to 1,204 m (just above 38 Level). 6 Winze sub-shaft located close to 5 Winze sub-shaft is used to access the Blanket complex below 22 Level and will provide secondary access to the Central Shaft.

The Central Shaft is not lined and has a four-compartment, 6 m diameter layout, equipped with 2 x 3,642 kW double-drum winders, one for rock and the other for men and material.

On surface, a 900 mm wide, 50 m long overland waste conveyor will transport waste rock to a rock dump. Additional supporting surface infrastructure will include shaft offices, change rooms, lamp rooms, etc. New housing for both senior and junior staff is also planned in anticipation of the increased production profile.

A tailings storage facility ("**TSF**") is also located near the project area. The labour force and their families reside within a kilometre of the mine in accommodation provided by the mine.

Underground drilling is conducted with Seco 23, Seco 25, Seco 215 rock drills and Seco 36 (Konkola) drifters. The rock drills are used mainly for development and the drifters for production, i.e. long-hole drilling.

Similar to the underground rail-bound fleet, the same mining equipment utilized at the operational sections of Blanket Mine will be utilized once the expansion projects of the Central Shaft have been completed with some additional quantities to allow for the planned increase in production.

ZESA supplies power to Blanket Mine from their main substation in Gwanda. The main supplies are the 33 kV and the 11 kV overhead lines. The 33 kV supply feeds Lima, Reclamation and the main substation at No. 4 Shaft, adjacent to the processing plant, and Central Shaft. The 11 kV supply feeds slimes dam, Smiler shaft and the village. The 11 kV is further transformed to 550 V supply at Smiler and at slimes dam. The ZESA power allocation to No. 4 Shaft, Jethro Shaft, 5 Winze and 6 Winze Complex is 12MVA with a current nominal maximum demand of 11.5MVA.

Blanket Mine also has 4 x 2.5 MVA generators at No. 4 Shaft with total installed capacity of 10 MVA. Additional standalone diesel generators with suitable switchgear, transformers, and controls were also installed at Central Shaft to ensure that the mine can stay operational during power interruptions. This installation has a total installed capacity of 8 MVA. Total installed generator capacity at Blanket Mine is 18 MVA.

The following initiatives have been implemented or are planned to alleviate the power issues:

- Increased its diesel generating capacity to 18MW of installed capacity which was sufficient to maintain all operations and capital projects but only on a stand-by basis.
- On the incoming ZESA supply line at the No. 4 Shaft, Blanket installed two 10MVA auto tap transformers to protect equipment at No. 4 Shaft and the main metallurgical plant from voltage fluctuations on the incoming grid supply. Following the installation of these transformers, Blanket has used less diesel in the production of gold.
- On the incoming ZESA supply line at the Central Shaft, two 10MVA autotap transformers were installed in the fourth quarter of 2022 at a cost of $0.9 million. This installation reduced the voltage fluctuations and reduced the power cost and diesel usage allocated to capital projects during the Quarter and thereafter should reduce operational expenditure when the Central Shaft starts to hoist ore.

- Caledonia's 12.2 MWac solar plant, fully commissioned early February 2023, provides approximately 27% of Blanket's average daily electricity demand. The plant has been providing power to Blanket from its initial Connection to the Blanket grid in November 2022. The project was completed at a cost of $14.3 million in 2023 (including construction costs and other project planning, structuring, funding and administration costs).
- Management is in discussion with the Zimbabwean power utility to obtain an improved supply of electricity. This may include an additional supply line that will result in fewer outages and a power supply that has a higher power factor. Blanket may potentially pay a different KWh rate for this supply line. At the date of approval of this document no agreement with ZESA had been concluded. Management continues to engage with the Intensive Energy User Group regarding the import of electricity from power producers in Zambia and Mozambique and for this power to be wheeled via the Zimbabwe grid to Blanket. If these discussions are successful, it is expected that Blanket's continuity of electricity supply will improve.

The district is serviced by telecommunication services, and Blanket provides its own Wi-Fi and communication systems.

The A6 highway, forming part of the Trans-African Highway network, is orientated roughly northwest-southeast and links Bulawayo with the Beitbridge border post and Musina in South Africa. The highway runs through the town of Gwanda. A major sealed road, the Old Gwanda Road, branches off from the A6 in Gwanda and runs directly through the ML 40 area to Bulawayo. Blanket's mining claims are all located along these major roads and are thus easily accessible. The roads are sealed and although potholing is frequent, the surfaces are navigable by all vehicles. The Beitbridge Bulawayo Railway runs roughly parallel to the A6 through Gwanda Town.

An airstrip and informal airport building are located in Gwanda along the A6. The Joshua Mqabuko Nkomo International Airport is located in Bulawayo. The mine can be accessed either via the Beitbridge-Bulawayo road, or by flying into Bulawayo and driving two hours via the Old Gwanda Road or the A6 to the site.

Permitting, Licenses and Encumbrances

The mine is compliant in terms of authorizations and adheres to all government protocols and regulations as required.

Water for the operations is sourced from the Blanket Mine Dam that is situated on the Mtshabezi River and owned by the Zimbabwe National Water Authority ("**ZINWA**"). The use of this water is authorized through a contract agreement between Blanket and ZINWA in terms of the Zimbabwe National Water Authority Act (Chapter 20:251).

In terms of this agreement, Blanket was allowed to extract 1,200,000 m3 of water for the period 1 April 2020 to March 31, 2021. The agreement is valid for one-year periods and is renewed annually. ZINWA annually send to Blanket the renewable agreement for signing. Blanket continues to extract water in the interim at a rate of ZWL18.00/m3.

In accordance with paragraph 178(2)(a)(b)(c) of the MMA, the owners of claims possess the right to use of any surface within the boundaries for all necessary mining purposes; the right to use, free of charge, soil, waste rock or indigenous grass situated within the claims boundaries for all necessary mining purposes; and the right to sell or dispose of recovered waste rock. The MMA Amendment Bill makes instruction for landowner compensation in case of land loss due to mining activities in the form of land reallocation or outright purchase. The activities of the Company have not triggered this compensation.

The Indigenization and Economic Empowerment Act, which was enacted in 2007, required that 51% of the equity of all commercial enterprises in Zimbabwe must be owned by indigenous Zimbabweans. Following the implementation of indigenization, Caledonia received the Certificate of Compliance from the Government of Zimbabwe which confirmed that Blanket was fully compliant with the Indigenization and Economic Empowerment Act. The requirement for gold mining companies to be indigenized was removed by a change in legislation with effect from March 2018. A 36% share of Blanket is currently held by indigenous parties.

In Zimbabwean mining legislation, an Environmental Impact Assessment ("**EIA**") is not required in order to issue a mining license, and in terms of the Environmental Management Act and its First Schedule is only required prior to commencement of mining and forms part of the planning process. Blanket was established in the early 1900s, long prior to the implementation of governing mining and environmental laws. As such, it appears that an EIA is not required for the Blanket Mine. However, the mine is in constant communication with the Environmental Management Agency ("**EMA**") regarding environmental permitting requirements and an EIA was completed for the mine in 1995. Should the EMA communicate that an EIA certificate for the mine be obtained, the mine will submit all relevant and associated applications to obtain such and remain fully compliant.

In order for operations to continue, the EMA has issued a number of additional environmental licences to Blanket as listed in the table below. The certificates are valid for 1 year and renewed annually. Applications for hazardous waste generation (oils, chemicals, etc.) licences have been submitted and are pending EMA review. New environmental disturbances will require additional permits further to those listed below, and currently no further disturbances have been identified.

Blanket holds EIA certificates as issued by the EMA for the solar plant, TSF and development of the additional GG and Abercorn areas.

Environmental Permits

In order for operations to continue, the EMA has issued a number of additional environmental licences to Blanket, including:

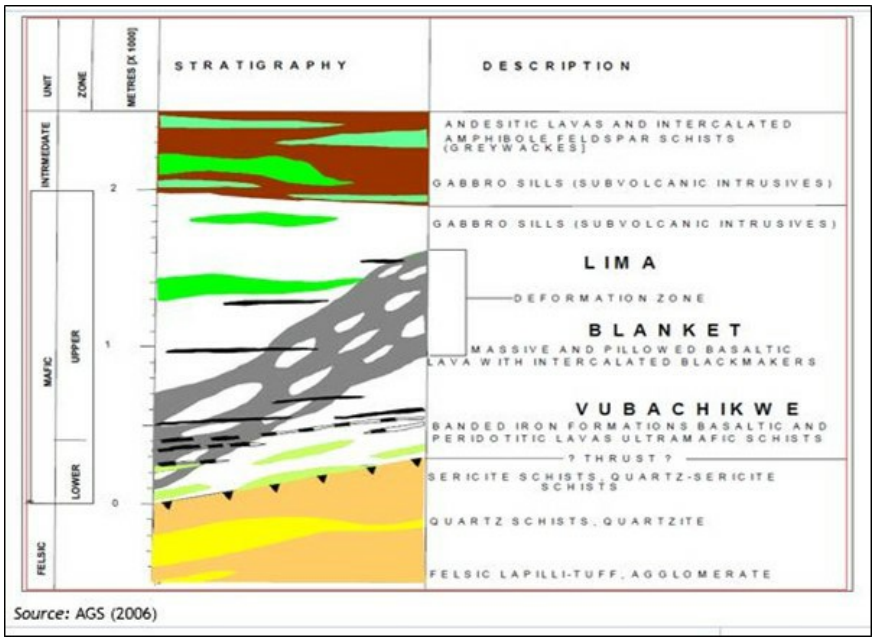
- five for air emissions (clinic incinerator, blacksmith shop, laboratory, smelter house and power plant generators);
- four for solid waste (landfill and tailings);
- three for effluent disposal (sewerage and car wash bay);
- three for hazardous substances (importation, transportation and storage); and
- one for hazardous waste generation (oils and clinical waste).

Geological Setting, Mineralization and Deposit

The Blanket Mine is situated on the north-western limb of the Archaean Gwanda Greenstone Belt. Several other gold deposits are situated along the same general strike as the mine. Approximately 268 mines operated in this greenstone belt at one stage; however, the Blanket Mine is one of the few remaining operational mines. At Blanket Mine, the rock units strike north−south, and generally dip steeply to the west.

The local geology consists of the Felsic Unit made up of, largely, quartz and quartz-sericite schists overlain by the Mafic Unit. The lower zone of the Mafic Unit comprises ultramafic and banded iron formations which host the orebodies of the Vubachikwe mine, that is located south of Blanket Mine. The upper zone of the Mafic Unit is made up of massive to pillowed basaltic lavas with intercalations of interflow sediments now showing as cherty argillites (locally commonly referred to as Black Markers) and this hosts the Blanket Mine complex orebodies. The Blanket Mine orebodies are in an orogenic setting with hydrothermal mineralization hosted in selected shears of country basaltic metavolcanics. This package is intruded by a younger and seemingly barren olivine-gabbro sheet. The sequence is capped by an Intermediate Unit comprising andesitic lavas with amphibole feldspar schists.

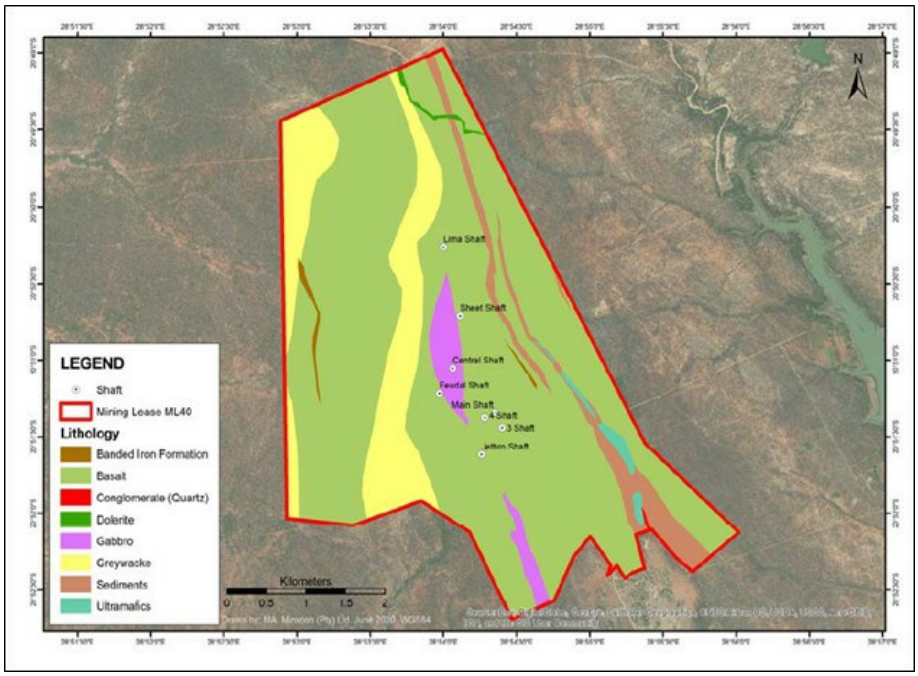
The generalized stratigraphic column for the area is shown below.



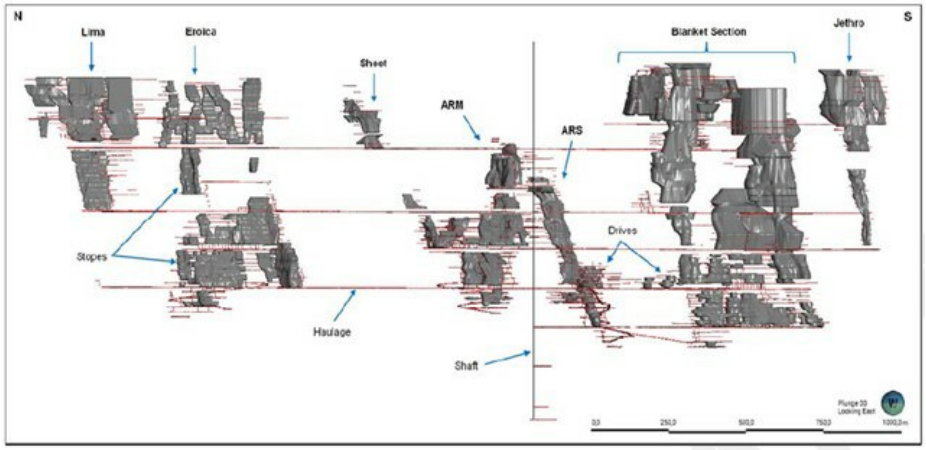
Source: AGS (2006)

The Blanket Mine complex orebodies together with those of the Vubachikwe complex comprise the north-western Mining Camp, also called the Sabiwa group of mines. Blanket Mine complex is a cluster of deposits that extend from Jethro in the south, through Blanket Mine, Feudal, AR South, AR Main, Sheet, Eroica and Lima to the north.

The local geology at Blanket Mine is depicted below including the infrastructure locations.



The Long Section of Blanket Mine showing Stopes, Drives, Haulages and Shafts is shown below.



In greenstone belts, gold mineralization occurs mainly as vein type or shear zone hosted disseminations. Most of the larger deposits are found within the greenstone belts or their contacts with the granitoids. All mineralization is hydrothermally emplaced and associated with the regionally developed D2 deformation characterised (at the Blanket Mine) by areas of high strain wrapping around relatively undeformed remnants of the original basaltic flows. It is within the more ductile tensional high strain areas that the wider of the orebodies are located.

These orogenic gold deposits are commonly associated with late syntectonic intermediate to felsic magmatism. Vein systems occur as a system of echelon veins on all scales. The Blanket mineralization is hydrothermally emplaced and associated with the regionally developed D2 deformation characterised by areas of high strain wrapping around relatively undeformed remnants of the original basaltic flows. Wider orebodies occur within the more ductile tensional high strain areas. The localisation of the mineralised shears conforms to a Riedel pattern.

Two main types of mineralization are recognized at Blanket Mine, namely disseminated sulphide reefs ("**DSR**") and quartz-filled reefs and shears. A third type of mineralization may be evidenced in the form of auriferous sulphide minerals as a replacement of the iron-rich minerals along the hinges of the folds in BIF, as is present at the neighboring Vubachikwe Mine.

Disseminated Sulphide Replacement Reefs

DSRs host the best grades and comprise the majority of the ore shoots. The zones have a silicified core with finely-disseminated arsenopyrite. Relatively high grades are found in a package of silicified biotite chlorite schist with irregular quartz stringers and disseminated and stringer arsenopyrite in the fabric planes. Due to lesser silicification, abundant biotite characterizes the margins of these mineralized zones and as a result they have a lower gold content. Disseminated sulphide-replacement orebodies range up to 50 m in width with a strike of 60 m to 90 m. Free-milling gold constitutes up to 50% of the total metal content with the remainder locked in the arsenopyrite. The ore is not refractory despite its association with arsenopyrite. Generally, plant recoveries of 85% to 90% are achieved.

Quartz-Filled Reefs and Shears

Two quartz shears are mined at the Blanket Mine, namely the BQR and the Eroica Reef. These reefs have long strikes; however, they are not uniformly mineralized. Continuous pay shoots of over 100 m on strike are present. The Quartz Reef has a surface strike of approximately 500 m, but economic mineralization is restricted to three 90 m long shoots.

Quartz-filled reefs display a much wider grade range compared to the DSR deposits. On average, these shears are of a higher grade and are used in blending the ore to the mill. Dominant ore minerals are native gold and galena although arsenopyrite becomes more prevalent below 470 m. Increasing levels of arsenopyrite association with depth confirm that the quartz shears represent higher level offshoots and splays with brittle deformation relative to the more ductile DSR-type core zone mineralized bodies.

Mineral Resource and Mineral Reserve Estimates

The mineral resources reported here are estimated by the QP as at March 31, 2022 and presented in other disclosures and utilised for the updated 2022 mineral reserve estimation. The QP has depleted the 31 March 2022 mineral resources with updated mining faces to the period ending December 31, 2022. Refer to Exhibit 15.4 or the technical report summary titled "S-K 1300 Technical Report Summary on the Blanket Gold Mine, Zimbabwe", with an effective date of December 31, 2022, for key assumptions, parameters, and methods used to estimate the mineral resources and risks that could materially affect the mineral resource.

The measured and indicated mineral resource estimates for 2022 are reported in compliance with Subpart 1300, in situ as at December 31, 2022 and exclusive of mineral reserves.

Mineral Resource Classification	Orebody	Tonnes	Au	Ounces
		kt	g/t	koz
Measured	AR Main	682	2.80	61
	AR South	390	2.93	37
	Blanket 2	149	3.69	18
	Blanket 3	47	2.58	4
	Blanket 4	55	3.53	6
	Blanket 6	70	3.71	8
	Blanket Quartz Reef	185	3.86	23
	Eroica	79	3.66	9
	Lima	85	2.89	8
	Sheet	112	2.88	10
Measured Total		**1,855**	**3.10**	**186**
Indicated	AR Main	404	2.30	30
	AR South	311	2.68	27
	Blanket Feudal	110	3.48	12
	Blanket 1	77	1.98	5
	Blanket 2	164	3.19	17
	Blanket 3	85	2.64	7
	Blanket 4	117	2.38	9
	Blanket 5	1	3.00	0
	Blanket 6	11	2.84	1
	Blanket Quartz Reef	457	3.29	48
	Eroica	277	3.80	34
	Jethro	262	2.65	22
	Lima	49	2.68	4
	Sheet	38	2.40	3
Indicated Total		**2,360**	**2.89**	**220**
M&I Total		**4,216**	**2.98**	**406**

Notes:

1. Cut-off applied 1.5 g/t.
2. No Geological loss applied for Measured, 5% for Indicated and Inferred.
3. Commodity price utilised: USD1,800/oz.
4. Mineral resources are stated exclusive of mineral reserves.
5. Mineral resources are reported as 64% attributable to Caledonia.
6. All orebodies are depleted for mining.
7. Plant recovery factor of 94% applied.

In situ inferred mineral resource tabulation for Blanket Mine as at December 31, 2022:

Mineral Resource Classification	Orebody	Tonnes	Au	Ounces
		kt	g/t	koz
Inferred	AR Main	214	2.40	17
	AR South	433	3.03	42
	Blanket Feudal	271	3.28	289
	Blanket 1	833	2.41	65
	Blanket 2	938	3.64	110
	Blanket 3	467	2.68	40
	Blanket 4	220	2.87	20
	Blanket 5	11	2.68	1
	Blanket 6	115	2.89	11
	Blanket Quartz Reef	1,772	2.74	156
	Eroica	142	3.86	18
	Jethro	152	2.87	14
	Lima	135	3.13	14
	Sheet	46	2.61	4
Inferred Total		**5,748**	**2.92**	**539**

Notes:

1. Cut-off applied 1.5 g/t.
2. No Geological loss applied for Measured, 5% for Indicated and Inferred.
3. Commodity price utilised: USD1,800/oz.
4. Mineral resources are stated exclusive of mineral reserves.
5. Mineral resources are reported as 64% attributable to Caledonia.
6. All orebodies are depleted for mining.
7. Plant recovery factor of 94% applied.

A comparison of the measured, indicated and inferred mineral resource estimates as at 31 December 2022 with those of 31 December 2021 are shown below. The most significant reasons for the changes are as a result of:

- 42,754 sampling data points added since the 2021 estimates (32% increase).
- Subsequent updating of domain orebody wireframes and conversions between mineral resource categories.
- Methodology changes whereby conversion of remaining manual estimates to digital kriged block models informing the significant increase in the measured resources.
- There is no material change due to modifying factors.
- The commodity price used was USD1,800/oz in 2022 and USD1,600 in 2021, with no change to the cut-off of 1.5g/t.
- There is no material change in the inferred category as the 2021 inferred blocks were already in digital format and minimal new data points were added due to the hiatus in exploration drilling.

	December 31, 2022			December 31, 2021			% Variance		
Mineral Resource Classification	**Tonnes**	**Au**	**Ounces**	**Tonnes**	**Au**	**Ounces**	**Tonnes**	**Au**	**Ounces**
	kt	**g/t**	**koz**	**kt**	**g/t**	**koz**	**kt**	**g/t**	**koz**
Measured Total	**1,855**	**3.10**	**185**	**554**	**2.80**	**48**	**235%**	**11%**	**282%**
Indicated Total	**2,363**	**2.89**	**220**	**1,585**	**2.78**	**142**	**49%**	**4%**	**55%**
M&I Total	**4,218**	**2.98**	**405**	**2,139**	**2.77**	**190**	**97%**	**8%**	**113%**
Inferred Total	**5,748**	**2.92**	**539**	**5,419**	**3.17**	**552**	**6%**	**-8%**	**-2%**
Grand total	**9,967**	**2.94**	**944**	**7,558**	**3.06**	**743**	**32%**	**-4%**	**27%**

Notes:

1. Cut-off applied 1.5 g/t (2022 and 2021).
2. No geological loss applied for measured, 5% for indicated and inferred (2022 and 2021).
3. Commodity price of $1,800/oz and $1,600/oz used for 2022 and 2021 respectively.
3. Mineral resources are reported as 64% attributable to Caledonia (2022 and 2021).
4. All orebodies are depleted for mining (2022 and 2021).
5. Mineral resources are stated exclusive of Mineral reserves (2022 and 2021).
6. Commodity price utilised: USD1,800/oz.
7. Plant recovery Factor of 94% applied.

Refer to Exhibit 15.4 or the technical report summary titled "S-K 1300 Technical Report Summary on the Blanket Gold Mine, Zimbabwe", with an effective date of December 31, 2022 for further key assumptions, parameters, and methods giving rise to the changes above.

Mineral reserve estimates in this Annual Report are reported in accordance with the requirements of Subpart 1300. Accordingly mineral resources in the measured and indicated categories have been converted to proven and probable mineral reserves respectively, by applying applicable modifying factors and are planned to be mined out under the life of mine plan within the period of our existing rights to mine, or within the time period of assured renewal periods of our rights to mine.

In addition, as of the date of this Annual Report, all mineral reserves are covered by required permits and governmental approvals. The updated mineral reserve estimation as at December 31, 2022, is detailed in the table below. Mineral reserves are stated as delivered to plant.

Mineral Reserve Classification	**Tonnes**	**Grade**	**Au Content**	
	kt	**g/t**	**kg**	**oz**
Proven	1,191	3.23	3,842	123,534
Probable	1,300	2.92	3,801	122,205
Total	**2,491**	**3.07**	**7,643**	**245,7**

Notes:

1. Mineral reserve cut-off of 2.1 g/t applied.
2. The gold price that has been utilised in the economic analysis (as (as included in the S-K 1300 Technical Report Summary on the Blanket Gold Mine (refer to Exhibit 15.4)) to convert diluted measured and indicated mineral resources in the life of mine plan to mineral reserves is an average real term price of USD1,655/oz over the life of mine, using the forecast prices as per economic analysis included in the S-K 1300 Technical Report Summary on the Blanket Gold Mine.
3. Metallurgical recovery of 94% applied.
4. The mineral reserve estimation utilises the depleted 2022 mineral resource estimation, the December 31, 2022 mine design and life of mine plan.
5. Mineral reserves are reported as 64% attributable to Caledonia.

An uneconomical tail containing 125.5 koz of gold has been excluded from the mineral reserve, since it is not economical on its own.

The mineral reserves for the estimate as at 31 December 2022 compared with that of 31 December 2021 is presented below.

	December 31, 2022				December 31, 2021				% Variance			
Mineral Reserve Classification	**Tonnes**	**Grade**	**Au Content**		**Tonnes**	**Grade**	**Au Content**		**Tonnes**	**Grade**	**Au Content**	
	kt	**g/t**	**kg**	**oz**	**kt**	**g/t**	**kg**	**oz**	**kt**	**g/t**	**kg**	**oz**
Proven	1,191	3.23	3,842	123,534	656	3.11	2,042	65,651	82%	4%	88%	88%
Probable	1,300	2.92	3,801	122,205	1,751	3.30	5,774	185,652	-26%	-12%	-34%	-34%
Total	**2,491**	**3.07**	**7,643**	**245,739**	**2,408**	**3.25**	**7,816**	**251,304**	**3%**	**-6%**	**-2%**	**-2%**

On a total mineral reserve basis, there is no material change in the estimates. There is however a material change in individual categories of proven and probable mineral reserves. The reason for this is as follows:

- Changes in the mineral resource estimation methodology from manual to digital resulting in the increase in measured and indicated mineral resources described above. This subsequently influenced the conversion to proven and probable mineral reserves.
- The uneconomic tail cut was the single largest contributor to the changes in mineral reserves, with an additional 99,649 oz being cut in the 2022 estimate, with 37,272 from measured and 62,377 from indicated mineral resources which were not converted to proven and probable mineral reserves respectively. A detailed review of rock engineering pillar designs is required to determine eligibility of pillars within this tail which can be targeted for eventual extraction either partially or in totality.

Resources in Tail	Unit	2022 Dec	2021 Dec	Net Difference	% variance
Measured	t	471,032	5,341	465,691	8719%
	g/t	2.51	3.99	-1.48	-37%
	oz	37,958	686	37,272	5433%
Indicated	t	1,092,532	238,807	853,725	357%
	g/t	2.49	3.28	-0.79	-24%
	oz	87,556	25,179	62,377	248%
Total	**t**	**1,563,564**	**244,148**	**1,319,416**	**540%**
Total	**Oz**	**125,514**	**25,865**	**99,649**	**385%**

- Commodity price of USD1,650/oz in 2022 versus USD1,622/oz in 2021 did not have a material effect on the economic analysis or the cut-off which remained at 2.1g/t.
- The total operating costs varied between USD 82/t in 2022 and USD 76/t in 2021 with no influence on the planning cut-off grade of 2.1g/t and hence no influence on the mineral reserves.

Refer to Exhibit 15.4 or the technical report summary titled “S-K 1300 Technical Report Summary on the Blanket Gold Mine, Zimbabwe”, with an effective date of December 31, 2022 for key assumptions, parameters, and methods used to estimate the mineral reserves and risks that could materially affect the potential development of the mineral reserves.

Our mineral reserve figures are estimates, which may not reflect actual reserves or future production. These figures are prepared in accordance with industry practice, converting mineral deposits to reserves through the preparation of a mining plan. The mineral reserve estimates contained herein inherently include a degree of uncertainty and depend to some extent on statistical inferences. Reserve estimates require revisions based on actual production experience or new information. Should we encounter mineralization or formations different from those predicted by past drilling, sampling and similar examinations, mineral reserve estimates may have to be adjusted and mining plans may have to be altered in a way that might adversely affect our operations. Moreover, if the price of gold declines, stabilizes at a price that is lower than break-even level, if our production costs increase or recovery rates decrease, it may become uneconomical to recover mineral reserves with lower grades of mineralization.

Exploration and Planned Work

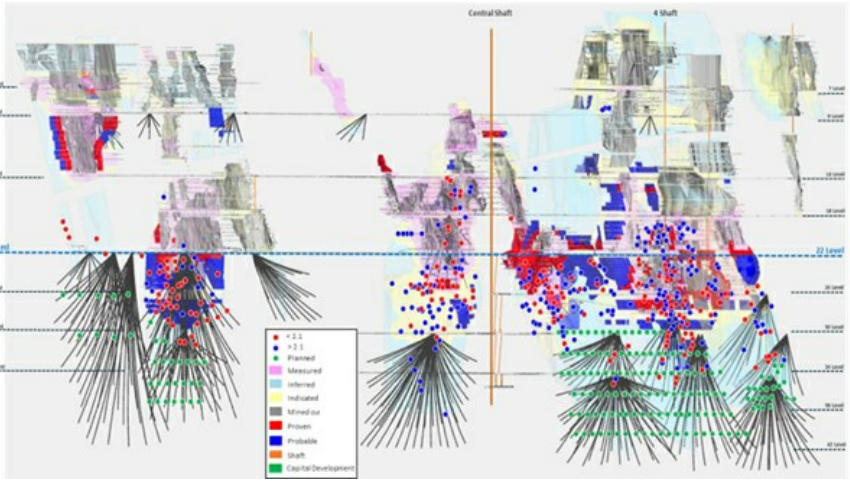
The Blanket Mine is a producing operation. Ordinarily, exploration activities are carried out both on and off the mine. Mine exploration takes place mostly underground on the producing claims and is aimed at expanding the lateral and depth extension of the known ore bodies which are being mined, as well as searching for potential additional orebodies. The exploration platforms were exhausted in 2019. Due to the tonnes throughout ramp-up, preference was given to ore hoisting and no drilling was conducted in 2020 and 2021. The completion of the Central Shaft enabled the re-establishment of new exploration platforms in 2022.

This drilling may confirm and improve the down-dip inferred mineral resource. An electromagnetic survey may be considered; potentially delineating additional surface structural features and targets, which can be used in conjunction with and refinement of the geological concept being proposed.

The combination of the exploration drilling, geophysical survey and conceptual geological model (based on the sampling database) may increase the exploration targets and ultimately assist in increasing the mineral resource.

Underground exploration drilling resumed in June 2022 with 13,072m budgeted for. Only 5,312m were drilled in 2022 due to delays in drilling platform availability and drill contractor non-performance. The failure of the contractor in solving technical challenges resulted in the termination of the contract. To continue with exploration, the mine rapidly refurbished old in-house drilling rigs and drilling resumed in mid-June. There was no surface drilling conducted in 2022.

Future exploration work will be focused primarily on the depth extensions of the Blanket orebodies with both long hole drilling and short hole drilling. Due to the availability of the Central Shaft, five crosscuts are budgeted for development in 2023, totaling 805m at a cost of US$742,230. For 2023, 18,510m are budgeted for at a cost of US$994,467, using in-house rigs.



The appropriate QAQC procedures were applied to satisfy best practice guidelines including the use of blanks, standards and duplicates. These procedures with respect to sample preparation, analyses, security and data validation and verification are detailed in Exhibit 15.4 titled “S-K 1300 Technical Report Summary on the Blanket Gold Mine, Zimbabwe”, with an effective date of December 31, 202.

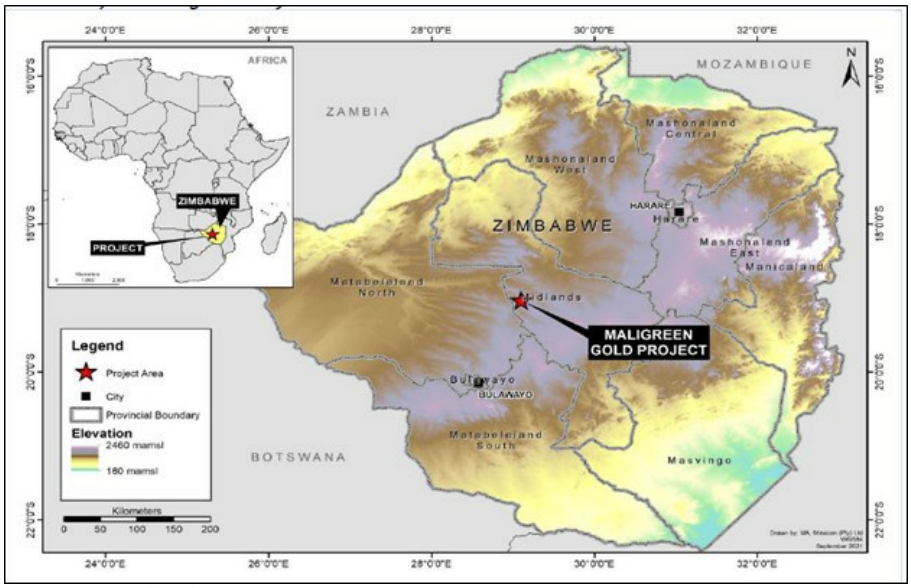
Maligreen

Property Description and Ownership

On September 23, 2021, Caledonia announced that it had entered into an agreement to purchase 100% ownership of mining claims over Maligreen, a property situated in the Gweru mining district in the Zimbabwe Midlands, for a total cash consideration of US$4 million. The claims were purchased to further explore and the exploration and evaluation asset is disclosed in note 18 of the Consolidated Financial Statements. No production activities have taken place while under the control of the Company. As at December 31, 2022, the exploration and evaluation cost, as included in note 18 of the Consolidated Financial Statements, is $5.6 million.

Maligreen is a brownfield gold exploration project situated on the Nkayi-Silobela Greenstone Belt that has historically been exploited via open pit mining. The Maligreen property is envisioned as a combination open pit and underground operation. Appropriate work has to be completed to determine the extent and economic viability of an underground operation. This will be informed by future exploration drilling.

Maligreen is located in central Zimbabwe, approximately 73 km due west-southwest of Kwekwe, Midlands Province. Zimbabwe's capital city, Harare, lies 235 km northeast of Maligreen. The town of Nkayi lies 25 km west of the project along the Kwekwe-Lupane Highway. The location of the project is indicated below.



Source: Minxcon (2022)

Maligreen is centered on the following coordinates:

- Latitude 19°1'51"S
- Longitude 29°6'5"E

Maligreen is held under a portfolio of 41 adjacent mining claims in the Midlands Mining District. Of these, 40 encompass an area of 10 ha each and are issued for gold. Claim AMT 97 (claim number 11219BM) encompasses 150 ha and is issued for copper. This latter claim has not been the focus of exploration to date. Should future exploration reveal substantial gold mineralization, application will be made to include gold ore in the claim. The claims are all up to date, with next inspections due in 2023. The claims were all held in the name of Maligreen Mining Company (Pvt) Ltd, which entered into an Agreement of Sale with |CHZ on September 22, 2021 to acquire the claims.

The total land area of Maligreen is approximately 550 hectares comprising two historic open pit mining operations that produced approximately 20,000 ounces of gold mined from oxides between 2000 and 2002 after which the operation was closed. No exploration activities are currently active at the project, but the Company is planning to undertake additional exploration to fully understand the strike extension and depth extension potential.

History

The Maligreen deposit was discovered by Reunion Mining (Zimbabwe) Limited ("Reunion") in October 1995 over a number of Exclusive Prospecting Orders. The property was purchased by Cluff Mineral Resources Limited ("Cluff") in April 1998. In December 1999, Pan African (Pvt) Ltd ("Pan African") entered into an agreement with Cluff to acquire a 50% interest in Maligreen. The acquisition was completed in April 2000 and a new joint-venture company MMC was registered (Trashliev, 2007).

As described by Trashliev (2007), four years of integrated regional geochemical and geophysical exploration led to the discovery of the Maligreen mineralization by Reunion in 1995. A north-south, 3.3 km long geochemical signature along structural targets was identified. For the next two and a half years, Reunion drilled 107 diamond drillholes over 28,272 m and 526 percussion drillholes over 29,110 m, the results of which were utilised to define a gold mineral resource. Only the southern 1 km of the geochemical anomaly has been drilled. Limited geochemical data is however available. The area has been mapped and geological data relogged. No further exploration work was undertaken under Cluff ownership, but the company did revise the mineral resources to quantify the potential and guide mine planning.

Work commenced in January 2000 under MMC ownership to develop two open pits (North Pit and South Pit) to exploit the orebody. A crushing, sizing and floatation plant was also constructed. Pan African completed 35 reverse circulation ("**RC**") drillholes over 1,038 m to guide mine planning at North Pit. The first bullion was poured in July 2000. All available data for the project area was consolidated in 2003 and all 107 diamond drillholes were relogged. Mining ceased in September 2002, but the reason for this is uncertain. It is however assumed that they were targeting the oxides only.

Present Condition and Infrastructure

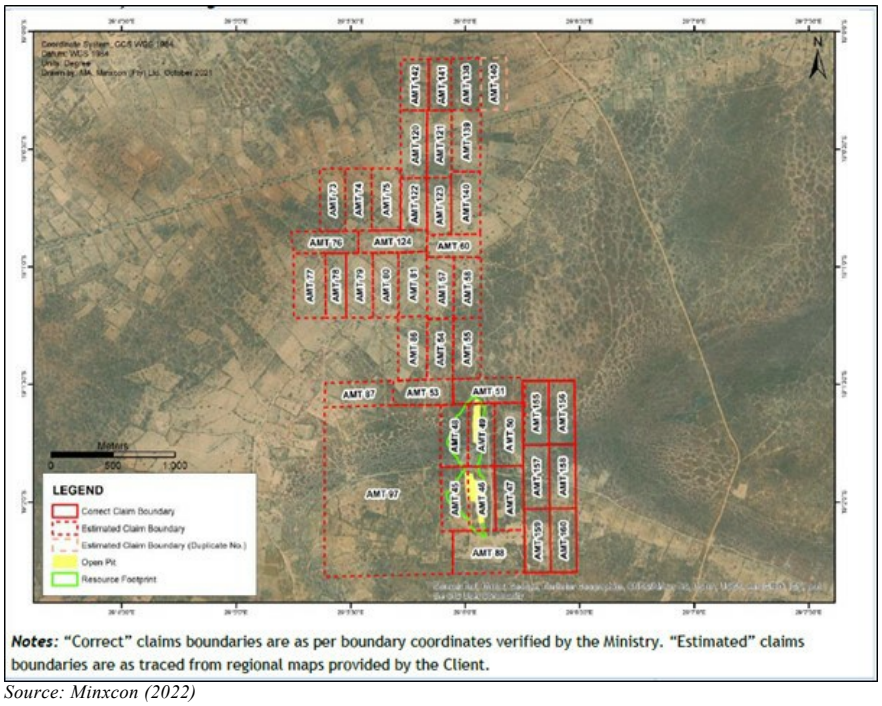
Infrastructure on site is minimal. There are two open pits, namely North Pit and South Pit, that were historically mined, as well as the heap leach pad and possible elution room that serviced the operations. An office block is occupied and maintains the care and maintenance of the historic operation. A basic process plant is erected and utilised by the Syndicate for their mining activities. All required infrastructure for exploration activities is in place.

The Maligreen project is in the exploration phase and the area is accessible by car via the Kwekwe-Lupane Road, approximately 80 km west of Kwekwe. From this road, the Mahlathini Road can be taken southwards for some 3.8 km, from which point a westwards gravel road provides direct access to the project area after 1.8 km. The journey from Kwekwe takes approximately 2 hours by car.

Permitting, Licensing, and Encumbrances

The Maligreen mineral resource occurs within a claims area covering a total of 550 ha. The project is held under a portfolio of 41 adjacent mining claims in the Midlands Mining District. Of these, 40 encompass an area of 10 ha each and are issued for gold. Claim AMT 97 (claim number 11219BM) encompasses 150 ha and is issued for copper. A conversion application to convert Claim AMT 97 to gold was accepted and registered on August 5, 2022 by the office of the Provincial Mining Director, Gweru. The claims are all up to date, with next inspections due in 2023.

Location of the existing claims are shown below.



Notes: "Correct" claims boundaries are as per boundary coordinates verified by the Ministry. "Estimated" claims boundaries are as traced from regional maps provided by the Client.

Source: Minxcon (2022)

Geological Setting, Mineralization and Deposit

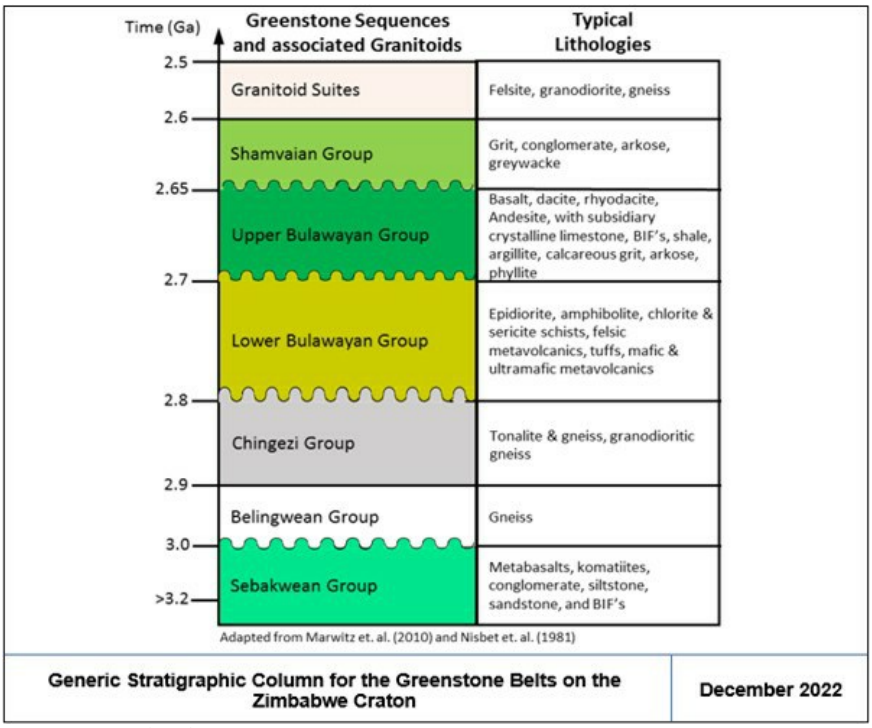
The Maligreen gold deposit occurs in a northeast-trending section of greenstone near the convergence (triple junction) of the Midlands, Bubi and Silobela greenstone belts. The Shangani granite-gneiss terrain occurs to the southeast of the project.

Although the area and its immediate surroundings are covered by a thin layer (0-40 m) of surface deposits that include Kalahari sands, the position of the area within the regional stratigraphy and structure can be deduced from aeromagnetic data linked to outcrops SW and NE of the area. On this basis it is assumed that the Maligreen deposit is hosted in rocks assigned to the Maliyami Formation of the Upper Bulawayan Group (Harrison, 1981).

Maliyami Formation rocks comprise andesitic lava flows that are locally amygdaloidal or porphyritic, and interbedded with basalt, volcaniclastic rocks (tuff, agglomerate, ignimbrite), felsic volcanic material and porphyry intrusions, as well as phyllitic rocks and chert. All units have been intruded by metadolerite and gabbro bodies (Harrison, 1981). To the southeast the Maliyami Formation rocks are assumed to stratigraphically overlie older rocks belonging to the Upper Bulawayan Group (Leo Hurst Formation andesitic and dacitic flows; Ntobe Formation basalt) and Lower Bulawayan and Sebakwean Groups (dacite and serpentinite). Contacts between most units are strongly sheared. The greenstone pile in the Maligreen area was intruded by a number of tonalitic bodies with narrow contact metamorphic aureoles, assigned to the Sesombi Suite.

The regional structural trend around Maligreen is northeast, parallel to the contact between the greenstone pile and the Shangani granite-gneiss terrain to the southeast. Two major northeast trending shear zones have been described to the southeast of the project using Landsat TM data (Campbell and Pitfield, 1994). These shears are positioned near formational contacts between the Leo Hurst and Ntobe Formations (the Leo Hurst shear zone) and the Ntobe Formation and Lower Bulawayan rocks respectively. They have been interpreted as large dextral shear systems and linked to the Munyati Shear Zone in the Midlands Greenstone Belt (Campbell and Pitfield, 1994).

A stratigraphic column depicting the regional lithological units is provided in figure below.



Source: Minxcon (2022)

Numerous small gold workings occur in the area around Maligreen. Larger mines (>500 kg production) include the Jena Group of mines to the north-northeast of Maligreen and the Turtle Mine and associated reefs to the northwest.

The country rocks at Maligreen consist of metamorphosed andesitic pyroclastics (grading from lapilli tuff to agglomerate), intermediate lavas (dacite/andesite) and mafic lavas (basalt/gabbro). The pyroclastics are interbedded with quartz-eye-porphyry ("**QEP**") and intruded by feldspar porphyry ("**FP**") dykes. Andesitic volcanics are porphyritic and amygdaloidal in places. A mafic ("**marker**") dyke has intruded along the contact between pyroclastics and dacitic volcanics, within a broad shear zone. The strongly altered and sheared zone known as the quartz-sericite-zone ("**QSZ**"), forms the core of deformation and alteration at Maligreen (Mtetwa, 2007).

The andesitic-dacitic lava is a fine to medium grained, grey green rock. Amygdaloidal and porphyroidal textures are found in places. Quartz-porphyry is characterised by sparse, whitish calcite (after feldspar) amygdales with rectangular (feldspar pseudomorph) shape, in fine grained siliceous matrix. Pyroclastics grade from very fine grained, grey green lapilli tuff to coarse grained agglomerates with large, usually felsic, bombs up to a few centimetres across. The bombs are often amygdaloidal. Quartz and carbonate veining is common. QEP is massive, brittle, grey green (seldom pink) rock with siliceous matrix and spheroidal quartz porphyroblasts, usually 2-3 mm across. It is sericitized and deformed into strongly developed S-C fabric and mineralised in places pressure shadows around the quartz porphyroblasts often indicate the sense of movement during deformation. QSZ is a strongly deformed and intensely altered unit composed of white quartz with yellow sericite and/or green chlorite bands usually forming S-C fabric along the chlorite/sericite bands. When the chlorite rather than sericite is dominant, it is called the quartz-chlorite-zone. Fuchsite and epidote are sometimes present.

The mafic dyke has a green medium grained matrix with dark green hornblende phenocrysts up to 5mm across. It has chilled margins and is found within or on the margin of the QSZ. The FP is pale grey to pink felsic unit with white subhedral to euhedral feldspar phenocrysts up to 5mm across. It is often intensely sheared, altered (sericite after feldspar) and mineralised. The FP in the main shear zone, to the north, has QSZ xenoliths in it, suggesting that it is post Phase 1 deformation. In addition, the FP is often found unsheared within the QSZ. The same applies to the mafic dyke. Basalt is fine grained green to dark green and fairly brittle. It has black magnetite rich patches which are very magnetic. Patchy siliceous and epidote alteration associated with specks of pyrite is common. Dolerite is medium to coarse gained rock with a pale green matrix and dark green hornblende phenocrysts. It is weak to strongly magnetic. The gabbro has very pale green matrix with large dark green phenocrysts which give it a coarse-grained texture. Minor sericite alteration is found in places. Kalahari sands, Karoo sediments and black hydromorphic clays 3m to 7m thick cover the Maligreen deposit.

The low-grade greenschist facies metamorphism of the country rock is marked by the assemblage of chlorite-epidote-actinolite-plagioclase. Three different types of alteration are recognised. The first type of alteration is observed in the intensely sericitized and silicified QSZ and is related to the phase 1 deformation. Epidote and minor fuchsite are also present. Low temperature Na-micas (illite and paragonite) were picked up by Pima spectral analysis. The second type of alteration (related to phase 2 deformation) is found in gold mineralised zones, which are also intensely sericitized and silicified. Other alteration minerals present are carbonate, tourmaline, chlorite and leucoxene. Fuchsite and epidote are seldom present. The Pima spectral analysis on core from diamond drill hole MG45 suggests that gold mineralization is associated with K-mica (muscovite) introduced by “high” temperature hydrothermal fluids. The third type of alteration is pervasive silicification and carbonatization of the country rock. It has a bleaching effect on the wall rocks, forming a broad envelope to mineralization (Mtetwa, 2007). The alteration minerals are usually associated with shear zones and pyrite mineralization.

The deposit lies in a major north-south structure interpreted from the aeromagnetic data and observed in the core as the 50 m wide QSZ. This dominant structure (phase 1 deformation) is usually barren of gold. Narrow shears splay-off the QSZ (phase 2) deformation and are associated with gold mineralization. A NW oblique trend appears to belong to phase 2 deformation as it has brittle fractures and hosts grey sulphide with gold mineralization. Silicified ENE trending faults are barren of gold and are probably post mineralization.

Detailed mapping and structural measurements were taken by Professor Paul Dirks (2001).

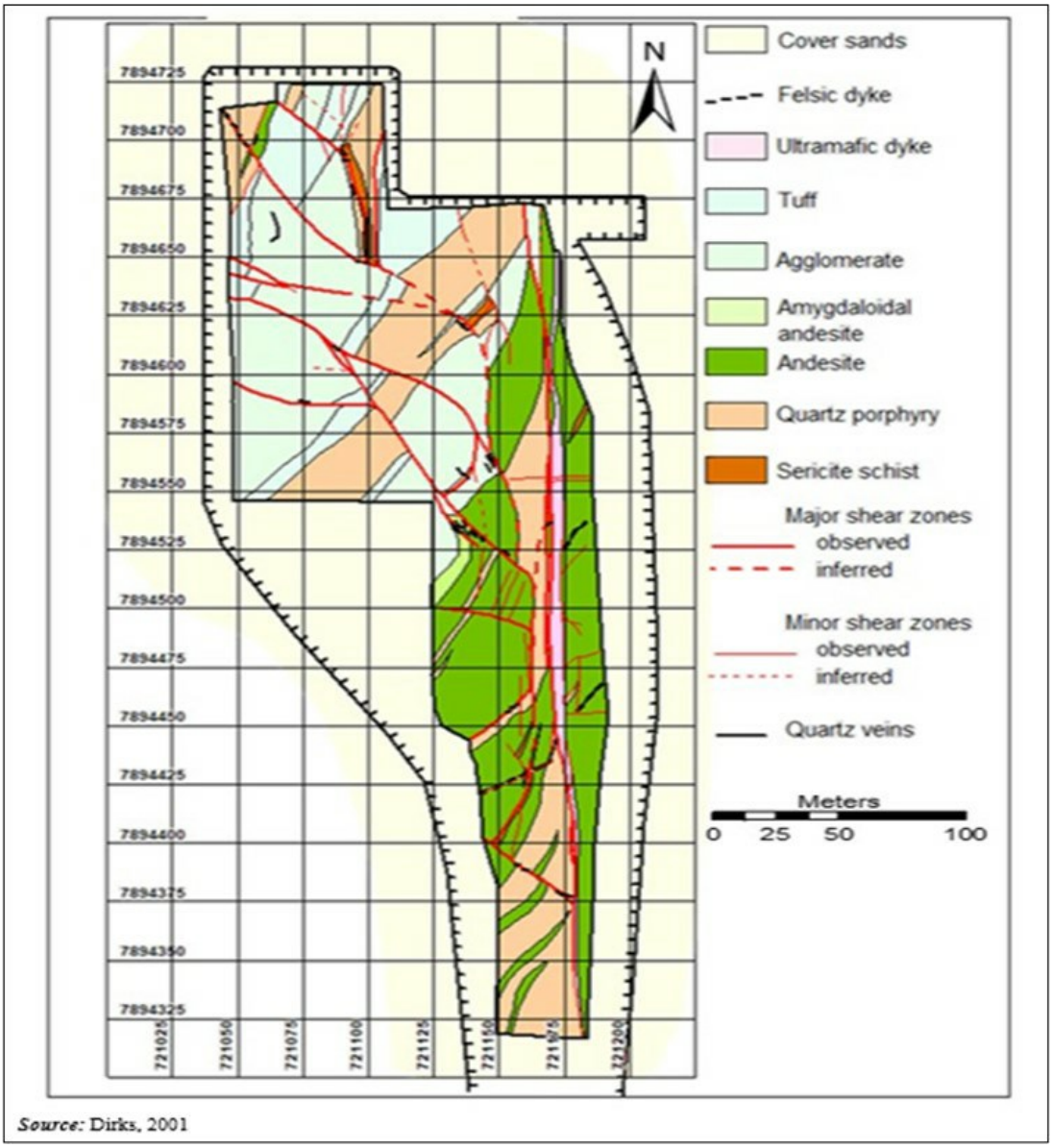
The calculated stress field indicates that during the formation of the shear zones;

- WNW and NW trending sinistral shears formed within a tensional field,
- NE trending dextral shears formed in a compressional field,
- N trending sinistral shears formed close to the boundary of the compressional and tensional fields.

This suggests that maximum fluid infiltration can be expected along the NW and WNW trending shears, and especially along the intersections of WNW, NW and N trending shears. The intensity of infiltration is partly dependent on the fluid pressure at the time of mineralization.

The widest zones of wall rock alteration in the South Pit occur in areas where NW, WNW and N shear zones merge into each other. Where such zones coincide with quartz porphyry rock, extensive stock works of quartz-sulphide veinlets have developed within the porphyry.

This is especially the case along the massive porphyry exposed at the bottom of the South Pit as indicated in the Local Geology of the Maligreen South Area figure below.



Source: Dirks, 2001

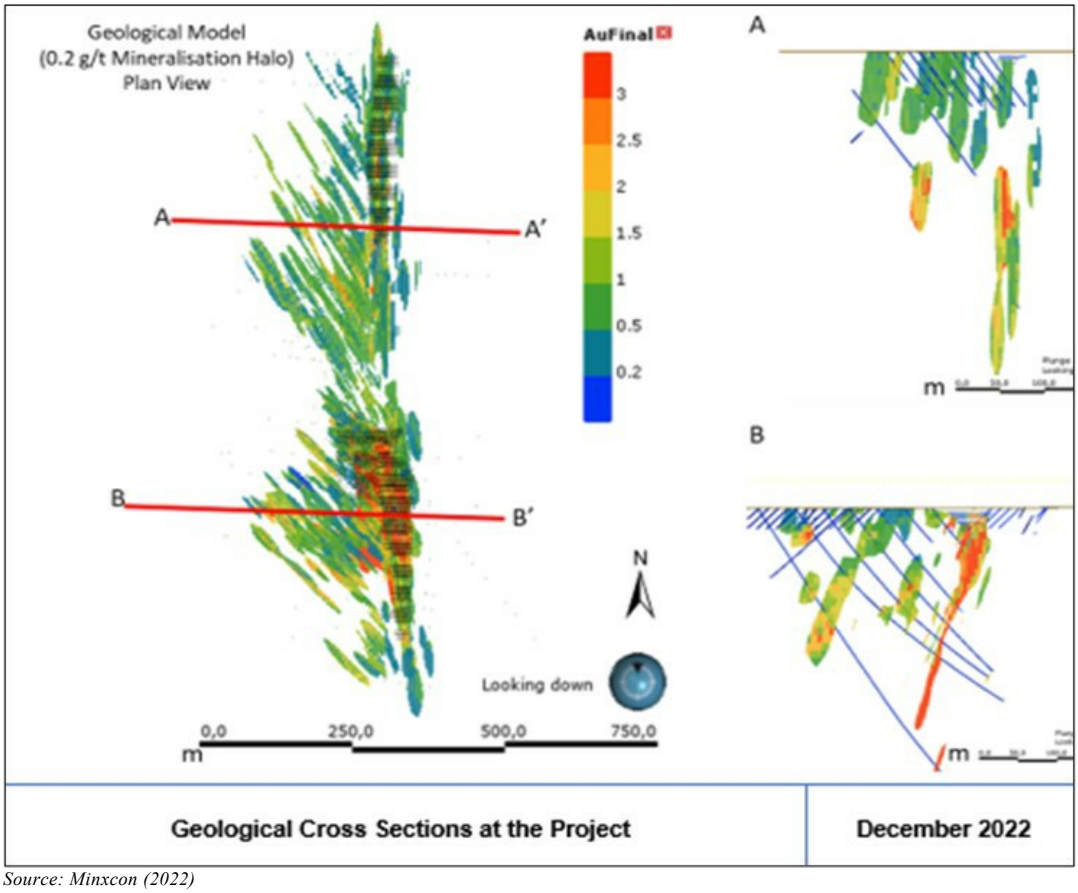
N-S trending shears away from intersections with NW trending shears, and SW trending shears parallel to S1 show less alteration and are not associated with significant mineralization although a narrow mineralised zone can be traced along the main N-trending shear zone to the N of the pit.

It is clear that the main zones of fluid infiltration occur along the intersection points of N-, NW- and WNW-trending shears within a sinistral shear system. Within such a system, these areas are clearly dilatant allowing more effective fluid impregnation. The intersection lineation between the three shear zone sets plunges steeply to the south. This orientation is near parallel to the L1 mineral lineation, this suggests that the mineralization plunges steeply S to SSW.

Where fault intersections coincide with quartz porphyry rocks, better mineralization occurs. This appears to happen because, the porphyry undergoes extensive, stock-work like fracturing with associated sulphide impregnation, a feature not observed to be as well developed in other lithologies. All quartz porphyries in the South Pit contain S1 and therefore were emplaced before gold was introduced along the younger brittle-ductile shear zones. A direct genetic relationship between the porphyries and mineralization is therefore not expected.

The feldspar porphyry observed in drill core below the N-pit intruded after the development of D1 and before or during the mineralising events in an N-S trend and may have a genetic relationship with the gold. The same may be true for the mafic dyke that has intruded into the main shear zone after D1, but before shearing associated with mineralization, which locally affects the dyke.

The figure below shows a schematic cross section of the geology at the project.



Source: Minxcon (2022)

Gold mineralization at Maligreen is generally associated with pyrite. Pyrite occurs mainly in association with argillic and quartz-sericite hydrothermal alteration and occasionally with propylitic and mylonitic style of hydrothermal alteration. Although the pyrite content increases towards the ore channel, gold and pyrite are not sympathetically related. Both stockwork and breccia pipe-type mineralization have been recognised. The breccia type is very limited and consists of rock fragments cemented with silicates and ore minerals.

Pyrite generally occurs as fracture filling, or as vein, veinlets, and dissemination. Dissemination of pyrite with visible fractures and healed micro cracks implies that some of the mineralization is a result of wall rock alteration by permeating fluids.

Based on the textural appearance, early clean pyrite and late “dirty” pyrite are the two dominant pyrite at Maligreen. The dirty pyrite is most likely “contaminated” by abundant magnetite due to the superimposed deep argillic alteration. However, the black colour could also be a result of the presence of molybdenite, arsenopyrite or sphalerite. Nevertheless, it is believed that the dirty pyrite is a result of late supergene enrichment due to the pervasive argillic alteration marked by the introduction of clay and magnetite (Mtetwa, 2007).

The relative proportion of dirty pyrite and clean pyrite varies significantly, but total pyrite content within the ore zones can reach 20-25%. Pyritised zones within the pyroclastic unit show clean pyrite as veins and veinlets which are always parallel to the bedding of the bedded tuff. Some of them are auriferous but generally do not show extreme grades. This could represent the formation of an early exhalative mineralization (Mtetwa, 2007).

The possible mechanism for the Maligreen gold deposition is likely a fluid flow, aided and abetted by high level rhyolitic intrusions, and redistributed through permeable secondary shear zones due to late dextral duplex-like segmentation.

Mineral Resources Estimate

The mineral esources have been depleted by means of the topography and mining voids. Discounts applied to the mineral resources include geological losses of 5% for Measured, 10% for Indicated and 15% for Inferred mineral resources to account for geological, data as well as estimation uncertainty. The gold content conversion calculations utilise a conversion of 1 kg = 32.15076 oz and all tonnages are reported in metric tonnes. Inferred mineral resources have a low level of confidence and while it would be reasonable to expect that the majority of Inferred mineral resources would upgrade to Indicated mineral resources with continued exploration, due to the uncertainty of Inferred mineral resources, it should not be assumed that such upgrading will occur.

The mineral resources are declared as the portion of the Resource that is potentially mineable from open pit as well as from underground, as part of the reasonable prospects for eventual economic extraction. An optimised pit was generated to evaluate the depth to which surface mining could occur. Based on this analysis a depth of 220 m was defined as the level to which surface mining can occur and is reported at a 0.4 g/t cut-off (*Table: Surface Mineral Resource for Maligreen Gold Mine as at December 31, 2022*). Below this all mineral resources are declared as underground, with a 1.5 g/t cut-off.

Surface Mineral Resource Tabulation for Maligreen as at December 31, 2022.

Domain	Mineral Resource Category	Tonnes (Less Geological Losses)	Gold Grade	Gold Content
		Mt	g/t	koz
North	Measured	0.30	0.87	8.3
	Indicated	3.01	1.38	133.1
	Total Measured and Indicated	**3.30**	**1.33**	**141.4**
	Inferred	1.01	1.09	35.5
South	Measured	1.35	2.70	117.2
	Indicated	0.75	4.17	101.9
	Total Measured and Indicated	**2.10**	**3.23**	**218.2**
	Inferred	0.49	6.05	95.3
SplayNW	Indicated	1.68	0.80	43.1
	Total Measured and Indicated	**1.68**	**0.80**	**43.1**
	Inferred	2.08	0.81	54.0
SplaySW	Indicated	0.85	1.15	31.4
	Total Measured and Indicated	**0.85**	**1.15**	**31.4**
	Inferred	1.00	1.37	44.0
Total Measured and Indicated		**7.94**	**1.70**	**434.1**
Total Inferred		**4.58**	**1.55**	**228.8**

Notes:
1. Mineral resource Cut-off of 0.4 g/t Au applied.
2. A gold price of USD1,800/oz was used for the cut-offs.
3. Columns may not add up due to rounding.
4. Mineral resources are reported as total Mineral resources and 100% attributable to Caledonia.
5. Plant recovery factor of 80% applied.

Underground Mineral Resource Tabulation for Maligreen as at December 31, 2022.

Domain	Mineral Resource Category	Tonnes (Less Geological Losses)	Gold Grade	Gold Content
		Mt	g/t	koz
North	Indicated	0.09	2.88	8.2
	Total Measured and Indicated	**0.09**	**2.88**	**8.2**
	Inferred	1.13	2.42	87.7
South	Indicated	0.00	12.57	0.0
	Total Measured and Indicated	**0.00**	**12.57**	**0.0**
	Inferred	0.33	8.69	93.5
SplayNW	Inferred	0.13	2.51	10.3
SplaySW	Inferred	0.00	1.58	0.0
Total Measured and Indicated		**0.09**	**2.89**	**8.2**
Total Inferred		**1.59**	**3.75**	**191.5**

Notes:
1. Mineral resource Cut-off of 1.5 g/t Au applied.
2. A gold price of USD1,800/oz was used for the cut-offs.
3. Columns may not add up due to rounding.
4. Mineral resources are reported as total mineral resources and 100% attributable to Caledonia.
5. Plant recovery factor of 80% applied.

The combined surface and underground mineral resource is shown in the below table, this shown at 0.4 g/t and 1.5 g/t for surface and underground respectively.

Total Mineral Resource Tabulation for Maligreen as at December 31, 2022.

Domain	Mineral Resource Category	Tonnes (Less Geological Losses)	Gold Grade	Gold Content
		Mt	g/t	koz
North	Measured	0.30	0.87	8.3
	Indicated	3.09	1.42	141.3
	Total Measured and Indicated	**3.39**	**1.37**	**149.6**
	Inferred	2.14	1.79	123.2
South	Measured	1.35	2.70	117.2
	Indicated	0.75	4.17	101.0
	Total Measured and Indicated	**2.10**	**3.23**	**218.2**
	Inferred	0.82	7.12	188.8
SplayNW	Indicated	1.68	0.80	43.1
	Total Measured and Indicated	**1.68**	**0.80**	**43.1**
	Inferred	2.21	0.91	64.3
SplaySW	Indicated	0.85	1.15	31.4
	Total Measured and Indicated	**0.85**	**1.15**	**31.4**
	Inferred	1.00	1.37	44.0
Total Measured		**1.65**	**2.37**	**125.5**
Total Indicated		**6.37**	**1.55**	**316.8**
Total Measured and Indicated		**8.03**	**1.71**	**442.3**
Total Inferred		**6.17**	**2.12**	**420.3**

Notes:
1. Mineral resource Cut-off of 0.4 g/t Au for surface and 1.5 g/t Au for underground applied.
2. A gold price of USD1,800/oz was used for the cut-offs.
3. Columns may not add up due to rounding.
4. Mineral resources are reported as total mineral resources and 100% attributable to Caledonia.
5. Plant recovery factor of 80% applied.

A comparison of the mineral resources estimate as at 31 December 2022 with that of 31 December 2021 is shown below. The reason for the change is due to the completion of the relogging and resampling exercise, with the adequate application of QAQC to the database, resulting in an increased confidence in the estimate as at 31 December 2022. The subsequent resource estimation changed from inferred mineral resource in 2021 to measured, indicated and inferred mineral resources as at 31 December 2022.

	December 31, 2022			December 31, 2021			% Variance		
Mineral Resource Category	Tonnes (Less Geological Losses)	Gold Grade	Gold Content	Tonnes (Less Geological Losses)	Gold Grade	Gold Content	Tonnes (Less Geological Losses)	Gold Grade	Gold Content
	Mt	g/t	koz	Mt	g/t	koz	Mt	g/t	koz
Total Measured	**1.65**	**2.37**	**126**	-	-	-	-	-	-
Total Indicated	**6.37**	**1.55**	**317**	-	-	-	-	-	-
Total Measured and Indicated	**8.03**	**1.71**	**442**	-	-	-	-	-	-
Total Inferred	**6.17**	**2.12**	**420**	**15.59**	**1.88**	**940**	**-60%**	**13%**	**-55%**
Grand total	**14.20**	**1.89**	**863**	**15.59**	**1.88**	**940**	**-9%**	**1%**	**-8%**

Exploration and Planned Work

Planned exploration activities of relogging and resampling of historic core holes at Maligreen have been completed for the near term.

Caledonia's geologists re-sampled the historical half core located in the core yard. The half core was quartered, and the samples were taken in the same intervals as the historical logging and sample intervals so that the sample correlation would be as close as possible. The samples were given unique identification numbers and bagged with QAQC samples also being inserted into the sample sequence. The QAQC samples were inserted so that every 14 samples would contain a blank, duplicate and a CRM (certified reference material). In addition to this, for every drillhole the first and last sample was also a blank sample. There was a high grade, medium and low grade CRM. The samples were submitted to the Antech laboratory in Kwekwe, which is an accredited laboratory. Antech Laboratory is located at 6 KM PEG, Mvuma Road, Kwekwe, Zimbabwe. Antech Laboratory is a Southern African Development Community Cooperation in Accreditation ("SADCA") accredited testing laboratory (facility accreditation number TEST-5 0030), and the laboratory operates a quality system according to the ISO/IEC 17025:2017. Antech laboratory's original date of accreditation is 1 December 2017. African Mineral Standards "AMIS" reference material was used in the re-sampling exercise. The results of the QAQC show that there is an overall pass rate of 74% with minimal reference materials such as AMIS0519, AMIS0559 and AMIS0777 not performing well. The reason for this is not clear. The protocol was however that if a batch QAQC failed, the batch would be re-assayed and the re-assayed result and original result were averaged. A total of 472 blank QAQC samples were inserted into the sample sequence with a 96% pass rate below the three times the detection limit of 0.06 g/t. 228 duplicate samples were inserted into the re-sampling sampling sequence. The duplicate samples have a 94% correlation. Based on the overall results of the QAQC for the re-sampling exercise the QP deems the QAQC of the confirmatory re-sampling exercise to be acceptable. The QAQC samples for the results received for the update was 738 for the 2,572 re-sampled samples. This equates to 22% QAQC samples.

A project revision is underway to determine next steps and budget requirements for infill drilling as well as determining the depth and strike extension by further phased drilling.

Future work will be conducted in line with QAQC protocols as described in the Technical Report Summary for Maligreen, Exhibit 15.5.

Motapa

Property Description and Ownership

The Motapa project is an exploration-stage project at which no Subpart 1300 mineral reserves or mineral resources have been identified. The registered mining lease held by Arraskar (the "Motapa Mining Lease") covers an area of 2,224 ha located in a brownfield exploration and mining area in the Inkosikazi resettlement area, Matabeleland North. The Motapa Mining Lease covers a geological strike close to 5 km. Motapa is accessed by wide tar road from Bulawayo for the first 40 km followed by a poorly maintained narrow-width tarred section for 65 km. An extensive gravel road network links various sites at the Motapa Mining Lease area. As at December 31, 2022, the exploration and evaluation cost of the Motapa project was $7.8 million.

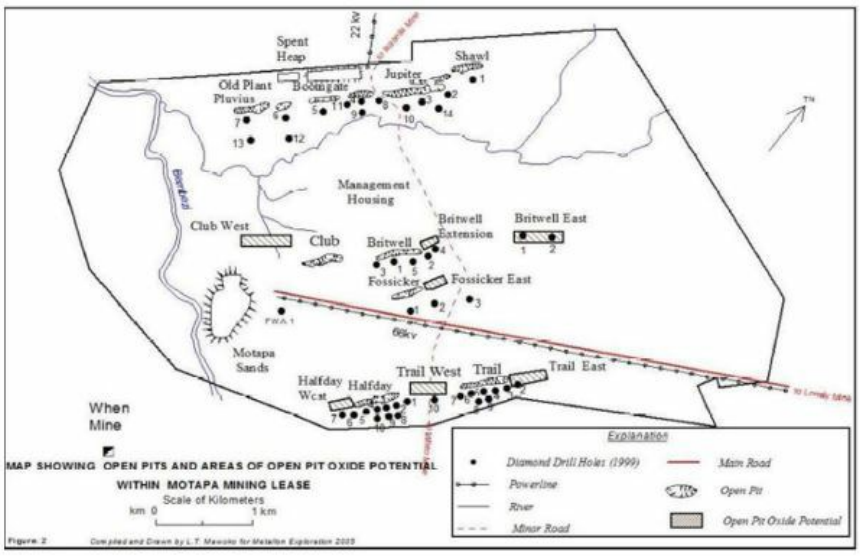
Three lineament zones have been identified namely the Northern, Central and Southern zones, commonly referred to as Motapa North, Motapa Central and Motapa South, respectively. Several pits have been mined in each zone. The regional strike and lithological contacts trend north-east to south-west and are dominated by the Peter Pan and the Courtleigh fault systems.

When Motapa was acquired by Metallon Corporation in December 2003 no mining activities had taken place since the year 2000 and its closure by Anglo American Corporation. At the time of acquisition, mining activities had ceased and remnant infrastructure included two shafts and a residential compound.

Below is the location of Motapa on the Zimbabwean Map.



The figure below illustrates the open pits, oxide targets, core holes and infrastructure.



The oxides are amenable to heap-leach extraction of gold. However, the arsenical sulphide ore is refractory. Several bench-scale and laboratory tests at Bilboes' Isabella and Bubi before the year 2000 showed that good recoveries (90+%) are likely from bio-oxidation of a sulphide concentrate.

However, some of the work initiated by AMZIM (the gold operating subsidiary of Anglo American Corporation in Zimbabwe) was not completed and a priority will be to finalize potential extraction routes for the sulphides while exploiting the remaining oxides.

History

Historically, we understand that over 3 million tonnes were mined from underground operations down to 11 level and processed through a 25,000 tonnes per month plant between 1949-1959. Total gold production for the mine until 1990 was approximately 300,000 ounces from 2.4 million tonnes of ore, averaging 5.4 g/t.

When Motapa mine was acquired by Metallon Corporation in December 2003 no mining activities had taken place since the year 2000 closure by Anglo American Corporation.

On November 2, 2022 Caledonia announced that it had purchased Motapa Mining Company UK Limited, the parent company of a Zimbabwe subsidiary (Arraskar) which holds the Motapa Mining Lease.

Present Conditions and Infrastructure

The area is generally flat and covered by woodland interspersed with patches of grass and a major river (Mdutshana) flows through the property. The direction of flow is NE to SW. The location is at an altitude of about 1,148m above sea level.

The erratic and low rainfall makes the area unsuitable for cultivation and agricultural activities are restricted to ranching.

There are no obvious topographic, climatic, land use or other constraints that could materially affect production or exploration activities.

The property is accessible from Bulawayo by a tarred road, and by gravel roads within the Mining Mining Lease area. It is connected to the national power grid and obtains sufficient water from old pits and boreholes.

Permitting, Licenses and Encumbrances

Motapa is compliant in terms of authorizations and adheres to all government protocols and regulations as required.

The Motapa Mining Lease is registered with Number 22, issued on October 13, 1994, and covers 2,224 ha and is current. The lease is renewed annually and an inspection must be performed by the Ministry of Mines and requisite fees paid. A mining lease comprises claims consolidated into one mining unit. The Company ensures that the lease is up to date.

Geological Setting, Mineralization and Deposit

The Motapa deposit comprises three identified discrete, parallel shear-hosted mineralized zones, namely:

1. *Motapa North*: with four sub-zones Pluvius and Jupiter. Pluvius is split into two named Pluvius123 and Pluvius5 with an information gap between them that assumes the possible existence of Pluvius4.

2. *Motapa Central*: with three subzones Club, Britwell and Britwell East. There is Fossicker sub- parallel to Club and Britwell, but no data is available for evaluation, except that its existence is evidenced by a historical pit.

3. *Motapa South*: with two subzones Halfday and Trail.

Exploration and Planned Work

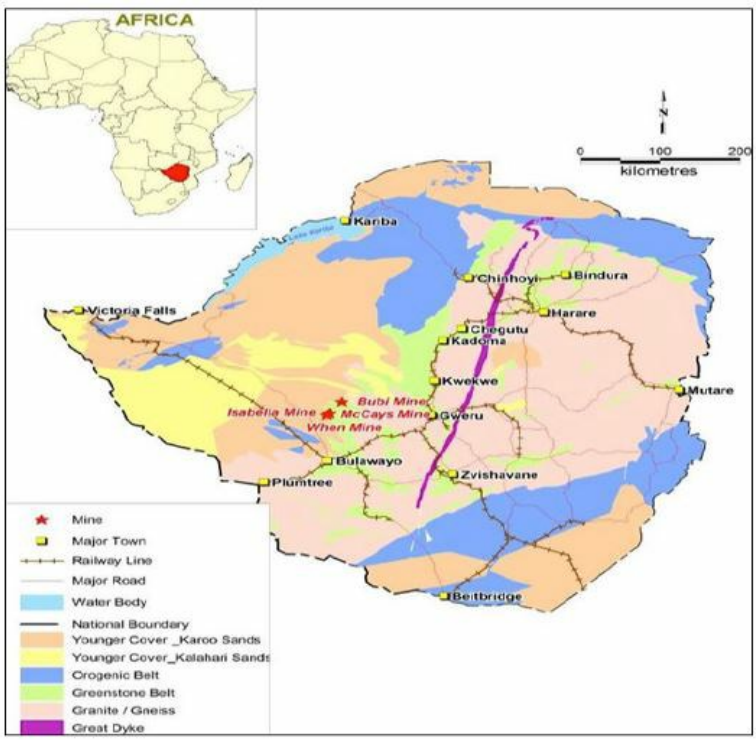
Further geological evaluation plans at Motapa are underway.

Bilboes

Property Description and Ownership

Bilboes owns three groups of claims that consists of four open pit mining properties in Matabeleland North Province of Zimbabwe. These open pits are referred to as Isabela North; Isabela South; McCays and Bubi ("Isabella McCays-Bubi"), as shown in the location map below. The first three are situated 80 km due north of Bulawayo whilst Bubi is 100 km due north east of Bulawayo and about 32 km northeast of Isabella. The Isabella McCays-Bubi properties comprise 131 claim blocks covering an area of 3,114.7 ha. A summary for each of the three groups of claims is contained in the table below. Additional ground is held at When, Sandy, Eastnor and Ferroro (3,935 ha). The Bilboes properties are considered exploration-stage properties because the Company has not yet identified a Subpart 1300 mineral reserve or mineral resource on any of the properties. The Company has commenced economic extraction activities prior to identifying any such reserves or resources. As at January 6, 2023, the date on which the Company completed its acquisition of Bilboes, the total cost of the Bilboes project was $65.677 million plus 1% NSR.

Odzi Resources Zimbabwe (Private) Limited is a subsidiary of Bilboes Holdings. It is a dormant company that holds certain of Bilboes' mining claims that were not considered necessary for the Bilboes sulphide project. The previous owners of Bilboes Holdings agreed a sale and purchase agreement between Bilboes Holdings and the buyer Mingchang Sino-Africa Mining Investments (Private) Limited on April 4, 2022 for the sale and purchase of the entire issued share capital of Odzi Resources Zimbabwe (Private) Limited for a total deferred consideration of US$3m cash. Most of the consideration has been paid up to date of the annual report; US$142,774 is still outstanding.



Location Map of Bilboes Properties
Source: DRA

Bilboes claims:

Group of Claims	Mining District	Province	No. of Blocks	Area (ha)	Coordinate X1	Coordinate Y1
Calcite and Kerry (Isabella Mine)	Bulawayo	Matabeleland North	51	2,314.4	662,106	7,846,712
Ruswayi (McCays Mine)	Bulawayo	Matabeleland North	33	330	666,339	7,849,975
Chikosi (Bubi Mine)	Bulawayo	Matabeleland North	47	470	684,838	7,865,515
Total			**131**	**3,114.70**		

Isabella McCays-Bubi are approximately 80 km and 100 km directly north and north east of Bulawayo, the second largest city of Zimbabwe with an approximate population of 655,675 (2013). All the mines are accessed via public roads and although these are of variable quality, they are accessible by all types of vehicles. Isabella is 110 km (1.5 hours) whilst Bubi is 140 km (2 hours) by road from Bulawayo. Bubi can also be accessed by road from Isabella (70 km in 1 hour).

Average daily temperatures range from 24°C in June to 32°C in October and apart from the occasional heavy downpour in the rainy season, there are no climatic conditions that prevent all year-round exploration and mining.

The properties lie between 1,150 m and 1,200 m above sea level and are covered by red and grey soils of the greenstone rocks in the area. The area is generally flat and covered by woodland interspersed with scrubby vegetation. Agricultural activities are mainly small-scale ranching.

History

Anglo American Corporation of Zimbabwe Ltd ("AMZIM"), a company that formed Bilboes Holdings, held the Isabella, McCays and Bubi claims. AMZIM acquired the Isabella claims in 1982.

Initial exploration allowed the estimation of a small oxide resource and an open-pit; a heap leach mine was commissioned in 1989. Subsequent exploration extended Isabella and new discoveries were made at Bubi and McCays, which yielded 8,592 kg of gold (276,256 oz) over the past 26 years, 78,497 oz of this being produced since the management buyout of Bilboes Holdings in 2003. All mining has been from open pit oxide ore utilizing the heap leach extraction processing method.

Exploration for sulphide mineral resources began in 1994/95, with a sum of 17,650 m of exploratory drilling being completed by 1999, covering a strike length of 3,440 m. A maiden mineral resource estimate for the sulphide mineral resources was completed by SRK in 2009.

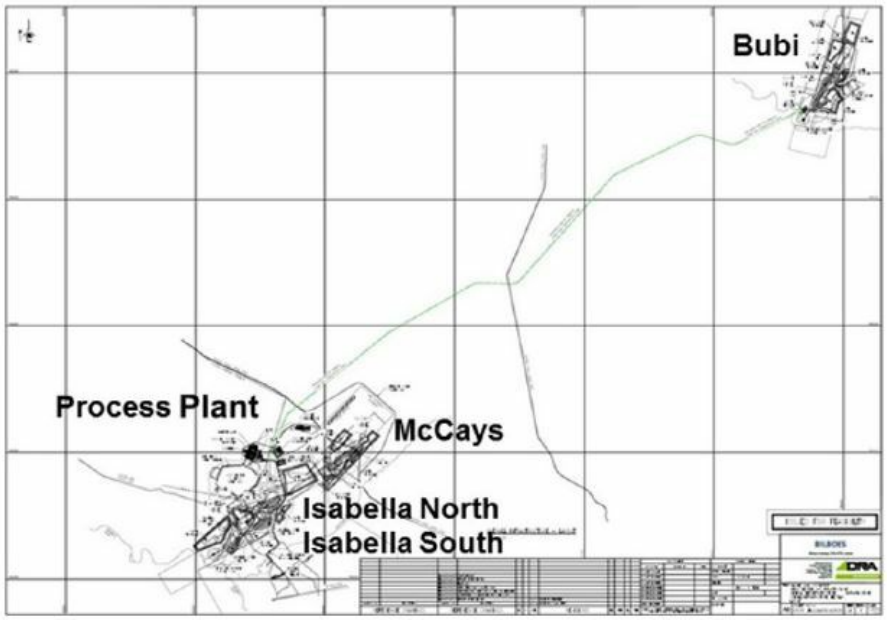
On January 6, 2023 Caledonia announced that it had satisfied the conditions precedent to purchase Bilboes Gold.

Present Conditions and Infrastructure

The overall site plan is shown in the below figure and includes major facilities of the Bilboes Project including the Isabella North and South, McCays and Bubi open pit mines, gold processing plan, Tailings Storage Facility, Waste Stockpiles, demarcated areas for mine buildings and accommodation facilities, main power line internal mine roads and access public roads.

Grid power will be supplied from the Zimbabwe National Grid by constructing a 70 km 132 kV Lynx line from Shangani Substation. To feed the line, a line bay will be constructed at Shangani. A mine substation will be constructed at Isabella. The estimate received is for a 132-kV substation, equipped with a 50 MVA 132 / 33 kV step-down transformer.

Raw water will be provided from open pit dewatering and the wellfield boreholes located across the mining claims area.



Overall site plan
Source: DRA

Permitting, Licenses and Encumbrances

Bilboes is compliant in terms of authorizations and adheres to all government protocols and regulations as required.

Bilboes' mining claims cover a total area of 2,664.4 ha. The Bilboes Project is held under a portfolio of 131 adjacent mining claims in the Bulawayo Mining District. Of these, 125 encompass an area of 10 ha each and are issued for gold. Claims 11014 BM and 11015 BM encompass 150 ha each and are issued for tungsten. Claim SITEE 772 encompasses 1,1128 ha and is issued for the new sulphide project. Claims EASTNOR A, EASTNOR BASE A and EASNOR BASE B encompasses 150 ha each and are issued for limestone.

The mining claims are renewed annually and an inspection must be performed by the Ministry of Mines and requisite fees paid. The Company ensures that all the mining claims are up to date.

Geological setting, Mineralization and Deposit

The Bubi Greenstone Belt (Archean) covering the Bilboes Project consists of volcanic rocks of the Upper Bulawayan Group and capped by sedimentary sequences of the Shamvaian Group, all of which have been metamorphosed into felsic and mafic schists. Gold deposits are concentrated at the interface between these two groups, where major structural breaks and splays provide pathways for hydrothermal vein mineralization.

Gold is associated with sulphides that are commonly found in hydrothermal systems. These include pyrite and arsenopyrite as major components, but copper, lead, zinc, antimony, are also present in some deposits. Common alteration associated with gold mineralization is silicification, with lesser sericite and chlorite alteration.

Mineralization is hydrothermal and consists of silicified stockworks that host pyrite and arsenopyrite. The stockworks are characterised by a series of subparallel en echelon zones. The gold is very finely dispersed within the sulphides and is refractory.

All the deposits are oxidized with the sulphide interface occurring between 6 m and 50 m below surface.

Exploration and Planned Work

Plans are commissioned to complete the Caledonia feasibility study on the Bilboes sulphide project to estimate the funding requirements and commence development of the sulphides project.

ITEM 4A - UNRESOLVED STAFF COMMENTS

Not applicable.

ITEM 5 - OPERATING AND FINANCIAL REVIEW AND PROSPECTS

The following Operating and Financial Review and Prospects section is intended to help the reader understand the factors that have affected the Company's financial condition and results of operations for the historical period covered by the financial statements and management's assessment of factors and trends which are anticipated to have a material effect on the Company's financial condition and results in future periods. This section is provided as a supplement to, and should be read in conjunction with, our Consolidated Financial Statements and the other financial information contained elsewhere in this document. Our Consolidated Financial Statements have been prepared in accordance with IFRS. Our discussion contains forward-looking information based on current expectations that involve risks and uncertainties, such as our plans, objectives and intentions. Our actual results may differ from those indicated in such forward-looking statements.

A. Operating Results

The key drivers of our operating results and principal activities are:

- revenue, which is influenced by:
  - the price of gold, which fluctuates in terms of the realized USD gold price obtained; and
  - our production tonnages and gold content thereof, impacting on the amount of gold we produce at our operations;
- our cost of producing gold; and
- other significant matters affecting profitability.

Revenue

Revenue increased to $142,082,000 in fiscal year 2022 from $121,329,000 in fiscal year 2021 (2020: $100,002,000). Gold produced was 80,775 oz. (2021: 67,476 oz.; 2020: 57,899). The increase in revenue was due to an increase in the average realized gold price received to $1,772 per oz. (2021: $1,766 per oz.; 2020: $1,749 per oz.) and an increase in quantity of gold sold (see below).

Gold price

Average realized gold price per ounce is a non-IFRS measure which management believes assists the stakeholders in understanding the average price obtained for an ounce of gold.

Our revenues are derived from the sale of gold produced by Blanket Mine. As a result, our revenues are directly influenced by the average realized gold price obtained from the sale of gold. The gold prices obtained may fluctuate widely and are influenced by factors beyond the control of the Company. The table below indicates the average realized gold price per ounce obtained for the 2022, 2021 and 2020 fiscal years.

$`000	2020	2021	**2022**
Revenue (IFRS)	100,002	121,329	**142,082**
Revenue from silver sales	(86)	(122)	**(116)**
Revenue from gold sales	99,916	121,207	**141,966**
Gold ounces sold	57,137	68,617	**80,094**
Average realized gold price per ounce	1,749	1,766	**1,772**

Gold produced

Tonnes milled, average grades, recoveries and gold produced are shown in the table below.

Blanket Mine Production Statistics					
	Year	**Tonnes Milled (t)**	**Gold Head (Feed) Grade (g/t Au)**	**Gold Recovery (%)**	**Gold Produced (oz.)**
Quarter 1	2020	140,922	3.35	93.8	14,233
Quarter 2	2020	143,210	3.13	93.9	13,499
Quarter 3	2020	157,343	3.19	93.9	15,155
Quarter 4	2020	156,487	3.19	93.5	15,012
Year	**2020**	**597,962**	**3.21**	**93.8**	**57,899**
Quarter 1	2021	148,513	2.98	93.0	13,197
Quarter 2	2021	165,760	3.34	93.8	16,710
Quarter 3	2021	179,577	3.48	94.2	18,965
Quarter 4	2021	171,778	3.57	94.3	18,604
Year	**2021**	**665,628**	**3.36**	**93.9**	**67,476**
Quarter 1	2022	165,976	3.69	94.1	18,515
Quarter 2	2022	179,118	3.71	93.9	20,091
Quarter 3	2022	198,495	3.53	93.6	21,120
Quarter 4	2022	208,444	3.37	93.7	21,049
Year	**2022**	**752,033**	**3.56**	**93.8**	**80,775**

Ounces produced increased by 19.7% mostly due to the increased tonnes milled and higher grade. Tonnes milled in the year were 13% higher than 2021. Production for 2022 was a new record and exceeded the Company's revised guidance for 2022.

An ore stockpile of approximately 2,500 tonnes (December 2021: 1,714 tonnes) existed at year end due to the rate of mining and hoisting exceeding the milling capacity for much of 2022.

Production cost

Production cost includes salaries and wages, on mine administration, consumable materials and electricity and other related costs incurred in the production of gold. Production cost for 2022, 2021 and 2020 is summarized below.

$ '000	2020	2021	**2022**
Salaries and wages*	16,122	20,609	**23,037**
Consumable materials – Operations*	14,938	17,375	**23,601**
Consumable materials – COVID-19	824	297	**311**
Electricity costs*	8,312	10,407	**9,634**
Safety	708	774	**998**
Cash-settled share-based expense (note 12.1(a))	634	692	**853**
On mine administration*	1,304	1,806	**2,736**
Security costs	496	826	**1,093**
Obsolete inventory (note 20)	-	36	**563**
Pre-feasibility exploration costs	373	304	**172**
	43,711	53,126	**62,998**

On-mine cost, all-in sustaining cost ("AISC") and all-in cost per ounce

On-mine cost, AISC and all-in cost per ounce are non-IFRS cost measures which managements believes assist the stakeholders in understanding the cost structures of the Company. The table below reconciles production cost as stated in terms of IFRS to these cost measures.

A narrow focus on the direct costs of production (mainly labour, electricity and consumables) does not fully reflect the total cost of gold production. Accordingly, cost per ounce data for the fiscal year and previous fiscal years has been prepared in accordance with the Guidance Note issued by the World Gold Council on June 23, 2013 and is set out in the table below on the following bases:

i. **On-mine cost per ounce**, which shows the on-mine costs of producing an ounce of gold and includes direct labour, electricity, consumables and other costs that are incurred at the mine including insurance, security and on-mine administration;

ii. **All-in sustaining cost ("AISC") per ounce**, which shows the on-mine cost per ounce *plus* royalty paid, additional costs incurred outside the mine (i.e. at offices in Harare, Johannesburg, London and Jersey), costs associated with maintaining the operating infrastructure and reserve base that are required to maintain production at the current levels (sustaining capital investment), the share-based expense (or credit) arising from the long-term incentive plan awards (the "**LTIPs**") less silver by-product revenue.

iii. **All-in cost per ounce**, which shows AISC per ounce *plus* the additional costs associated with activities that are undertaken to increase production (expansion capital investment).

($'000's, unless otherwise indicated)	2020	2021	**2022**
Production cost (IFRS)	43,711	53,126	**62,998**
COVID-19 labour and consumable expenses	(1,038)	(297)	**(311)**
Cash-settled share-based expense	(634)	(692)	**(853)**
Less exploration and safety costs	(708)	(774)	**(998)**
On-mine admin costs, employee incentives and intercompany adjustments	1,201	(453)	**(1,970)**
On-mine production cost*	42,532	50,910	**58,866**
Gold sales (oz)	*57,137*	*68,617*	***80,094***
On-mine cost per ounce ($/oz)	*744*	*742*	***735***
Royalty	5,007	6,083	**7,124**
Export credit incentive	(4,695)	-	**-**
Exploration, remediation and permitting cost	468	155	**146**
Sustaining capital expenditure#	760	619	**1,880**
Sustaining administrative expenses&	2,898	2,320	**3,191**
Inventory write down	-	-	**(563)**
Silver by-product credit	(86)	(122)	**(116)**
Cash-settled share-based payment expense included in production cost	634	692	**853**
Cash-settled share-based payment expense	1,413	477	**609**
Equity-settled share-based payment expense	-	-	**484**
Procurement margin included in on-mine cost*	(3,501)	(2,401)	**(2,163)**
All-in sustaining cost	45,430	58,733	**70,311**
Gold sales (oz)	*57,137*	*68,617*	***80,094***
AISC per ounce ($/oz)	*795*	*856*	***878***
Solar expenses	230	-	**-**
COVID-19 donations	1,322	74	**-**
COVID-19 labour and consumable expenses	1,038	297	**311**
Non-sustaining administrative expenses&	5,099	8,082	**10,918**
Permitting and exploration expenses	373	74	**59**
Non-sustaining capital expenditure#	24,018	30,650	**45,555**
Total all-in cost	77,510	97,910	**127,154**
Gold sales (oz)	*57,137*	*68,617*	***80,094***
All-in cost per ounce ($/oz)	*1,356*	*1,427*	***1,588***

* The on-mine cost reflects the cost incurred on-mine to produce gold. The procurement margin on consumable sales between Caledonia Mining South Africa Proprietary Ltd ("**CMSA**") and Blanket is not deducted from on-mine cost as the cost represents a fair value that Blanket would pay for consumables if they were sourced from a third party. The procurement margin on these sales is deducted from all-in sustaining costs and all-in costs as these numbers represent the consolidated costs at a group level, excluding intercompany profit margins.

& Administrative expenses relate to costs incurred by the Group to provide services for mining and related activities. From quarter four in 2022 administrative expenses have been allocated between AISC and all-in cost. Prior years have been restated.

\# Non-sustaining costs are primarily those costs incurred at 'new operations' and costs related to 'major projects at existing operations' where these projects will materially benefit the operation. All other costs related to existing operations are considered sustaining.

On-Mine cost

On-mine cost comprises labour, electricity, consumables, and other costs such as security and insurance. Production costs are detailed in note 9 to the Consolidated Financial Statements. On-mine costs include the procurement margin paid to CMSA. CMSA purchasing represents a fair value that Blanket would pay for consumables if they were sourced from a third party and intercompany margins are not eliminated to calculate on-mine cost.

On-mine cost per ounce for the year was 0.9% lower than the previous year due to the spreading of costs over more production ounces in the year. On-mine cost in the fourth quarter of 2022 were partly offset by a lower electricity charge due to the free test electricity from the solar plant during its commissioning phase (Nov-Jan) and the installation of two autotap changers on the No. 4 Shaft incoming electricity supply line which reduced the frequency of power interruptions resulting from power surges and significantly reduced the generator use to support production and hence the power expense incurred during the year.

On-mine cost per ounce for the year was within the guidance range of between $669 to $736 per ounce.

All-in sustaining cost

All-in sustaining cost excludes the intercompany procurement margins as this reflects the consolidated cost incurred at the Group level. The all-in sustaining cost per ounce for the year was 2.6% higher than the previous year due to the higher administrative costs predominantly as a result of higher legal and advisory fees to acquire mining assets as well as higher sustaining capital expenditure at Blanket mine.

Inventory write downs of drill rigs were excluded from all-in sustaining cost as the cost is not representative of normal production costs but rather the non cash movement of discontinued spares for a particular type of drill rig. The drill rig and spares were impaired to net realisable value in the year.

All-in sustaining cost per ounce for the year of $878 per ounce was below the guidance range of between $880 to $970 per ounce (excluding CSR expenditure).

All-in cost

All-in cost includes investment in expansion projects which remained at a high level due to the continued investments in the Group. All-in cost does not include investment in exploration and evaluation projects.

Other significant matters affecting profitability

Administrative expenses

Administrative expenses in the year were 31.3% higher compared to 2021. Administrative costs for the year increased due to advisory services fees of $1.1 million incurred to complete the acquisitions of Bilboes and Motapa. Increased Johannesburg based technical services were appointed due to the increase in production at Blanket and to build up the skills required to perform the Caledonia feasibility study for the Bilboes sulphides project.

Administrative expenses are further analyzed in note 11 of the Consolidated Financial Statements.

Other expenses

Other expenses are detailed in note 10 to the Consolidated Financial Statements and include an impairment expense on property, plant and equipment of $8,209,000. The impairment of the capital development areas, classified as property, plant and equipment in the Consolidated Financial Position, predominantly relates to prospective areas above 750 metres which are not included in the current LOMp. Other expenses also include community and social responsibility ("CSR") expenses of $897,000, $830,000 spent to maintain the operating integrity of Bilboes before completion of the acquisition and an impairment expense of $467,000 was incurred on the accumulated expenditures incurred on the Connemara North exploration project in the prior year. Intermediated monetary transaction tax ("**IMTT**") charged by the Zimbabwean government increased to $1,378,000 for the year due to the presidential announcement made on May 7, 2022 to increase the IMTT charges on all domestic foreign currency transfers from 2% to 4%.

Foreign exchange gains

On October 1, 2018 the RBZ issued a directive to Zimbabwean banks to separate foreign currency from RTGS$ in the accounts held by their clients and pegged the RTGS$ at 1:1 to the US Dollar. On February 20, 2019 the RBZ issued a further monetary policy statement, which allowed inter-bank trading between RTGS$ and foreign currency. The interbank rate was introduced at 2.5 RTGS$ to 1 US Dollar and traded at 684.33 RTGS$ to 1 US Dollar as at December 31, 2022 (December 31, 2021: 108.67 RTGS$, December 31, 2020: 81.79 RTGS$). On June 24, 2019 the Government issued S.I. 142 which stated, "Zimbabwe dollar ("RTGS$") to be the sole currency for legal tender purposes for any transactions in Zimbabwe". Throughout these announcements and to the date of issue of this report the US dollar has remained the primary currency in which the Group's Zimbabwean entities operate and the functional currency of these entities.

Previously there was uncertainty as to what currency would be used to settle amounts owed to the Zimbabwe Government. The announcement of S.I. 142 clarified the Zimbabwean Government's intentions that these liabilities were always denominated in RTGS$ and that RTGS$ would be the currency in which they would be settled. The devaluation of the deferred tax liabilities contributed the largest portion of the foreign exchange gain set out below.

Further, the RBZ issued a directive to Zimbabwean banks to separate foreign currency and RTGS$ for bank accounts held by clients on October 1, 2018. Subsequent to the directive, the RBZ announced that 30% of Blanket Mine's gold proceeds will be received in foreign currency (i.e., US Dollars) and the remainder received as RTGS$. From November 12, 2018 the RBZ increased the foreign currency allocation from 30% to 55%, with the remainder received as RTGS$. The RBZ increased the foreign currency allocation with effect from May 26, 2020 from 55% to 70% and decreased the foreign currency allocation with effect from January 8, 2021 from 70% to 60% with the remainder received as RTGS$.

In June 2021 the RBZ announced that companies that are listed on the Victoria Falls Stock Exchange ("VFEX") would receive 100% of the revenue arising from incremental production in US Dollars. Blanket has subsequently received confirmation that the "baseline" level of production for the purposes of calculating incremental production is 148.38 Kg per month (approximately 57,000 ounces per annum). The payment of the increased US Dollars proceeds for incremental production was applied from July 1, 2021. In December 2021, Caledonia obtained a secondary listing on the VFEX and Blanket has received all amounts due in terms of this revised policy up to the date of approval of these financial statements. The listing on the VFEX enabled Blanket to realize 71.5% of its total revenue in US Dollars and the balance in RTGS$ during 2022. Effective from February 1, 2023 the RBZ cancelled the incremental export incentive and increased the standard export retention threshold from 60% to 75%. The new allocation percentages remained in effect up to the date of approval of this Annual Report.

Previously the Company participated in the foreign currency auction introduced by the Zimbabwean Government to exchange RTGS$ for US Dollars up to June 15, 2021. The incremental credit export incentive scheme was discontinued on February 1, 2023.

The table below illustrates the effect the weakening of the RTGS$ and other foreign currencies had on the consolidated statement of profit or loss and other comprehensive income.

'$000	2020	2021	**2022**
Unrealised foreign exchange gain	8,367	2,755	**12,736**
Realised foreign exchange loss	(4,062)	(1,571)	**(8,325)**
Net foreign exchange gain	4,305	1,184	**4,411**

Put Options

On December 22, 2022 the Company purchased put options to hedge 16,672 ounces of gold from February 2023 to May 2023 at a strike price of $1,750. These options were purchased to protect the Company against gold prices below $1,750 for the quantity of ounces hedged. Refer to note 14.1 of the Consolidated Financial Statements for more information on the put options.

Gold Loan and Call Option

In 2021 the Company received $3 million (less transaction costs) in the form of a gold loan and call option which was repaid in full by June 30, 2022. In addition, the Company granted the lender call options over 6,000 ounces of gold at a strike price of $2,000 per ounce expiring monthly in equal tranches from June 30, 2022 to November 30, 2022. The proceeds of the gold loan were used in part to fund the solar project. Refer to note 14.2 of the Consolidated Financial Statements for more information on the gold loan and call option.

Restricted Share Units and cash-settled Performance Units

Certain management and employees within the Group are granted Restricted Share Units ("**RSUs**") and cash-settled Performance Units ("**PUs**") pursuant to provisions of the 2015 Omnibus Equity Incentive Compensation Plan ("**OEICP**"). All RSUs and PUs were granted and approved at the discretion of the Compensation Committee of Caledonia's board.

RSUs vest three years after grant date given that the service conditions of the relevant employees have been fulfilled. The value of the vested RSUs is the number of RSUs vested multiplied by the fair market value of the Company's shares, as specified by the OEICP, on the date of settlement.

PUs have a performance condition based on gold production and a performance period of one up to three years. The number of PUs that vest will be the relevant portion of the PUs granted multiplied by the performance multiplier, which will reflect the actual performance in terms of the performance conditions compared to expectations on the date of the award.

RSU holders are entitled to receive dividends over the vesting period. Such dividends will be reinvested in additional RSUs at the then applicable share price, therefore increasing the liability. PUs have rights to dividends only after they have vested.

RSUs and PUs allow for settlement of the vesting date value in cash or, subject to conditions, shares issuable at fair market value or a combination of both at the discretion of the unitholder.

Refer to note 12.1 of the Consolidated Financial Statements for more information on the share-based payment awards.

During 2019 and 2022 a total of 17,585 RSUs and an aggregate of 478,899 PUs were awarded respectively to executives as well as to certain senior management and certain employees within the companies in the Group. An example of the award agreements are attached hereto as Exhibits 4.6, 4.7, 4.8, 4.18 and 4.19. Refer to note 12.1(a) of the Consolidated Financial Statement for a further analysis of cash-settled share-based payments granted and vested.

Equity-settled Performance Units

EPUs have a performance multiplier calculated on gold production, average normalised controllable cost per ounce of producing gold and a performance period of three years. The number of EPUs that vest as shares will be the EPUs granted multiplied by the performance multiplier percentage.

EPUs have rights to dividends only after they have vested.

The shares issued are subject to a minimum holding period of until at least the first anniversary of the EPUs vesting date, thus one year.

During 2022, 130,380 EPUs were granted to certain employees within the Group. An example of the award agreement is attached hereto as Exhibits 4.6 and 4.19. Refer to note 12.2 of the Consolidated Financial Statement for a further analysis of cash-settled share-based payments granted and vested.

Adjusted earnings per share

"Adjusted earnings per share" is a non-IFRS measure which management believes assists investors to understand the Company's underlying performance. The table below reconciles "adjusted earnings per share" to the Profit/Loss attributable to owners of the Company shown in the financial statements which have been prepared under IFRS. Adjusted earnings per share is calculated by deducting payments to the Blanket Mine Employee Trust, foreign exchange gains and losses, impairments, deferred tax and inventory write-downs from the profit attributable to the owners of the Company.

Reconciliation of Adjusted Earnings per Share ("Adjusted EPS") to IFRS Profit Attributable to Owners of the Company ($'000's, unless otherwise indicated)			
	2020	2021	**2022**
Profit for the period (IFRS)	25,257	23,142	**22,866**
Non-controlling interest share of profit for the period	(4,477)	(4,737)	**(4,963)**
Profit attributable to owners of the Company	20,780	18,405	**17,903**
Blanket Mine Employee Trust adjustment	(485)	(326)	**(517)**
Earnings (IFRS)	20,295	18,079	**17,386**
Weighted average shares in issue (thousands)	*11,704*	*12,170*	***12,831***
IFRS EPS (cents)	*173.4*	*148.6*	***135.5***
Add back/(deduct) amounts in respect of foreign exchange movements			
Realised net foreign exchange losses	4,062	1,571	**8,325**
- less tax	(1,006)	(381)	**(2,056)**
- less non-controlling interest	(383)	(153)	**(827)**
Unrealised net foreign exchange gains	(8,369)	(2,755)	**(12,736)**
- less tax	2,158	567	**3,042**
- less non-controlling interest	836	270	**1,265**
Adjusted IFRS profit excl. foreign exchange	17,593	17,198	**14,399**
Weighted average shares in issue (thousands)	*11,704*	*12,170*	***12,831***
Adjusted IFRS EPS excl. foreign exchange (cents)	*150.3*	*141.3*	***112.2***
Add back/(deduct) amounts in respect of:			
Reversal of Blanket Mine Employee Trust adjustment	485	326	**517**
Impairment of property, plant and equipment	-	497	**8,209**
Impairment of E&E assets	**2,930**	3,837	**467**
Expected credit losses on deferred consideration on the disposal of subsidiary	-	761	**-**
Bilboes pre-operational expenses	-	-	**830**
Deferred tax	3,523	5,240	**3,796**
Non-controlling interest portion deferred tax and impairment	(900)	(602)	**(1,629)**
Inventory write-down	-	-	**563**
- less tax	-	-	**(139)**
Fair value losses on derivative financial instruments	266	**240**	**1,198**
Adjusted profit	23,897	27,497	**28,210**
Weighted average shares in issue (thousands)	*11,704*	*12,170*	***12,831***
Adjusted EPS (cents)	*204.2*	*225.9*	***219.9***

B. Liquidity and Capital Resources

Cash and cash equivalents

$'000	2021	**2022**
Bank balances	17,152	**4,737**
Restricted cash *	–	**1,998**
Cash and cash equivalents	17,152	**6,735**
Bank overdrafts used for cash management purposes	(887)	**(5,239)**
Net cash and cash equivalents	16,265	**1,496**

* Cash of $998 (denominated in RTGS$) held by Blanket Mine was earmarked by Stanbic Bank Zimbabwe as a letter of credit in favor of CMSA. The letter of credit was issued by Stanbic Bank Zimbabwe on September 15, 2022 and settled on January 10, 2023. The cash on maturity will be transferred to CMSA's bank account, denominated in South African Rands.

Caledonia retains at least $1 million in a bank account for so long as amounts remain outstanding on the loan notes issued for the acquisition of Motapa. Refer to note 30 for more information.

Blanket Mine has arranged unsecured overdraft facilities with the following banks and terms.

Overdraft facilities	**Date drawn**	**Expiry**	**Repayment terms**	**Principal value**	**Interest rate**
Stanbic Bank - RTGS$ denomination	September 2021	February 2024	On demand	300,000,000	210%
Stanbic Bank - USD denomination	December 2021	February 2024	On demand	1,000,000	10%
CABS Bank of Zimbabwe - USD denomination	April 2022	November 2023	On demand	2,000,000	*12.33%
Ecobank - USD denomination	November 2022	October 2023	On demand	5,000,000	6.5%

* Interest charges on this facility is as a rate of the 3 month Secured Overnight Funding Rates ("SOFR") plus a margin of 7.75% per annum. The SOFR as at December 31, 2022 was 4.58%.

The distribution of the consolidated cash across the jurisdictions where the Group operates as at year end was as follows:

Geographical location of cash ($'000)		
	2021	**2022**
Jersey, Channel Islands	13,045	**2,963**
United Kingdom	4	**(1)**
South Africa	633	**694**
Zimbabwe (net of overdraft)	2,583	**(2,160)**
Total	16,265	**1,496**

An analysis of the sources and uses of Caledonia's cash is set out in the Consolidated Statements of Cash Flows in the Consolidated Financial Statements.

As of December 31, 2022, Caledonia had a working capital surplus of $5,986,000 (2021: $35,245,000; 2020: $34,622,000). As of December 31, 2022, Caledonia had potential liabilities for rehabilitation work on Blanket (2022 and prior) – if and when those mines permanently close – at an estimated present value cost of $2,958,000 ($3,294,000; 2020: $3,567,000). The Company's objectives when managing capital are to safeguard its ability to continue as a going concern in order to pursue its mining operations and exploration activities.

The Company's primary objective with respect to its capital management is to ensure that it has enough cash resources to maintain its ongoing operations, to provide returns for shareholders, complete the investment plan and accommodate any asset retirement obligation. Refer to note 33 of the Consolidated Financial Statements for information on the type of financial instruments used and the maturity profiles thereof. Management believes that the current working capital and future production cash proceeds will be enough to meet its capital requirements.

As at December 31, 2022, the Company had the following contractual obligations:

Payments due by Period ($'000)					
Falling due	**Within 1 year**	**1-3 years**	**4-5 years**	**After 5 years**	**Total**
Trade and other payables	17,545	-	-	-	17,545
Provisions	-	684	598	1,676	2,958
Capital expenditure commitments	4,066	-	-	-	4,066
Lease liabilities	132	181	-	-	313
Cash-settled share-based payments	1,188	1,029	-	-	2,217

Except for capital expenditure commitments, the contractual obligations in the table above are based on the classification requirements under IFRS.

The capital expenditure commitments relate to materials and equipment which have been ordered by CMSA and which will be sold on to Blanket. In addition to the committed purchase obligations set out above:

- Blanket currently intends to invest approximately $30.9 million in 2023; and
- Caledonia intends to invest a total of $4.1 million in 2023 in the Bilboes oxide project, Bilboes, Motapa and Maligreen.

Blanket foreign exchange approval requirements

Approval from the RBZ is required for the remittance of dividends declared from Zimbabwe, for the repayment of loans and advances from Blanket Mine to Caledonia and the repayment of capital and consumables purchased from CMSA. During 2022 Caledonia obtained the necessary approvals from the RBZ to obtain foreign currency to conduct normal business operations. This remained the case until the date of this Annual Report.

Equity Raise

During March and April 2023, the Company conducted a placing of depositary interests and depositary receipts in its shares in the UK, South Africa and Zimbabwe. A total of 1,207,514 common shares were placed in the form of depositary interests and depositary receipts raising in total approximately US$16.591 million before expenses.

IC. Research and development, patents and licenses, etc.

The Company is an exploration, development and mining company and does not carry on any research and development activities.

D. Trend Information

Production Guidance

Blanket production for 2022 was 80,775 ounces, which was over the upper end of the revised guidance range of 75,000 to 80,000 ounces. Refer to Item 5.A – "Operating Results", for further discussion and detail of actual production.

Consolidated production guidance for 2023 is between 87,500 - 97,000 ounces. Production of 12,500 - 17,000 ounces are expected from the Bilboes oxide project and between 75,000 - 80,000 ounces from Blanket.

Cost Guidance

The estimated on-mine cost for 2022 was in the range of $669 to $736 per ounce and the estimated AISC for 2022 was in the range of $880 to $970 per ounce. The actual on-mine cost per ounce for 2022 was $735 and actual AISC per ounce for 2022 was $878.

The Group's consolidated on-mine cost per ounce guidance for 2023 is in the range of $900 to $1,000 per ounce; guidance for consolidated AISC is $1,150 to $1,250 per ounce (excluding CSR costs). Bilboes oxide project on-mine cost is expected to be between $1,200-$1,320 per ounce and on-mine cost for Blanket between $770-$850 per ounce (excluding CSR costs). This is forward looking information. Refer to "*CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS*" of this report for further information on forward looking statements.

E. Critical Accounting Estimates

Not applicable.

ITEM 6 - DIRECTORS, SENIOR MANAGEMENT AND EMPLOYEES

A. Directors and Senior Management

The following is a list of our current directors and the Group's senior management as of April 28, 2023.

Name, Office Held and Municipality of Residence	Principal Occupations During Past Five Years	Director Since and Independence Status	Number of Common Shares* As of April 28, 2023
Leigh A. Wilson Non-Executive Director Chairman Washington DC, USA	Independent Trustee, The Victory Funds Former Chairman of the Victory Funds	2012 Independent	45,500
Mark Learmonth Chief Executive Officer Director Jersey, Channel Islands	Chief Financial Officer of the Company (until June 30, 2022) Chief Executive Officer of the Company (from July 1, 2022) Director of the Company	2014 Non-Independent	184,984
Steven Curtis Non-Executive Director Johannesburg, South Africa	Chief Executive Officer of the Company (until June 30, 2022) Director of the Company	2008 Non-Independent	189,566
Dana Roets Chief Operations Officer Director Johannesburg, South Africa	Chief Operations Officer Director of the Company	2022 Non-Independent	Nil
John Kelly Non-Executive Director New Canaan, Connecticut USA	Managing Partner of Active Capital Partners Chairman and Independent Trustee, The Victory Funds Non-Executive Member of Kellys Family Foods LLC	2012 Independent	16,317
Johan Holtzhausen Non-Executive Director Western Cape, South Africa	Business consultant and Independent Director of DRDGOLD Limited	2013 Independent	22,050
Nick Clarke Non-Executive Director Falmouth, Cornwall, United Kingdom	Chairman and formerly Chief Executive Officer of Central Asia Metals Plc	2019 Independent	Nil
Geralda Wildschutt Non-Executive Director Johannesburg, South Africa	Founder and CEO of Maisha Social Solutions Pty Ltd Member of Sasol Climate Change Advisory Panel Board member of SAICA ED Pty Ltd	2021 Independent	Nil
Gordon Wylie Non-Executive Director Malta	Non-executive director of Chaarat Gold Holdings Limited Former non-executive director of Silverton Metals Corp Former chairman of Lydian International Limited	2022 Independent	Nil
Victor Gapare Executive Director Harare, Zimbabwe	Director of the Company Former chief executive officer of Bilboes Holdings (Private) Limited	2023 Non-Independent	**2,411,186
Chester Goodburn Chief Financial Officer Johannesburg, South Africa	Chief Financial Officer of the Company (from July 1, 2022)	Not a Director	7,861

* *The information in this Circular as to shares beneficially owned or controlled or directed not being within the knowledge of the Company has been furnished by the respective nominees individually.*

** *Mr Gapare is interested in the Common Shares held by Toziyana Resources Limited as the settlor of a discretionary trust which ultimately owns Toziyana Resources Limited.*

No family relationships exist between any of the Directors or senior management.

A brief profile of each of the Directors and senior managers is given below:

Leigh Wilson - *Non-Executive Director and Chairman*

Mr. Leigh Alan Wilson has been a senior executive in international business and financial services and held positions with Union Bank of Switzerland (Securities) Ltd. in London and with the Paribas Group in Paris and New York where he served as CEO of Paribas North America between 1984 and 1990.

Mr. Wilson has served on the Board of Trustees of a mutual fund complex managed by Victory Capital Management since 1993. He currently serves as an Independent Trustee.

In March 2006, Mr. Wilson received the Mutual Fund Trustee of the Year Award from Institutional Investor Magazine.

Between March 2008 and October 2008, Mr. Wilson was an independent non-executive director of the Company.

Mr. Wilson was re-appointed to the Caledonia board as an independent non-executive director in May 2012 and was appointed Chairman in May 2013.

Mark Learmonth – *Director and Chief Executive Officer*

Mr. John Mark Learmonth joined Caledonia in July 2008. Prior to this, he was a Division Director of Investment Banking at Macquarie First South in South Africa and has over 17 years of experience in corporate finance and investment banking, predominantly in the resources sector. Mr. Learmonth graduated from Oxford University and is a chartered accountant. He was previously a member of the Executive Committee of the Chamber of Mines, Zimbabwe and a member of the Gold Producers Sub-Committee.

Mr. Learmonth was appointed Vice-President Finance, Chief Financial Officer of the Company in November 2014. Mr. Learmonth was responsible for Investor Relations and Corporate Development of the Company until the appointments of Mr. Maurice Mason (VP Corporate Development) and Mrs. Camilla Horsfall (VP Investor Relations) in 2016 and 2020, respectively. Mr. Learmonth was appointed as Chief Executive Officer with effect from July 1, 2023.

Steven Curtis, CA (SA) – *Director*

Mr. Steven Roy Curtis is a Chartered Accountant with over 37 years of experience and has held a number of senior financial positions in the manufacturing industry. Before joining Caledonia in April 2006, he was Director Finance and Supply Chain for Avery Dennison SA and, prior to this, Financial Director and then Managing Director of Jackstadt GmbH South African operation. Mr. Curtis is a member of the South African Institute of Chartered Accountants and graduated from the University of Cape Town.

Mr. Curtis was appointed Vice-President Finance and Chief Financial Officer in April 2006 and served in the position until Dec 2014 when he was appointed as President and Chief Executive Officer. Mr Curtis resigned as Chief Executive Officer with effect from June 30, 2022. From that date he was retained by the Company pursuant to an 18-month consultancy agreement and remained a director in a non-executive capacity. Given his past role with the Company, he is not considered independent.

Dana Roets – *Chief Operating Officer and Director*

Mr. Dana Roets is a qualified Mining Engineer and holds a B.Sc. Mining Engineering degree from Pretoria University (1986) and an MBA from the University of Cape Town (1995). Mr. Roets is a South African national with over 35 years of operational, project and managerial experience in the gold and platinum industries in South Africa and the United States of America. He started his career with Gold Fields at the St Helena Gold Mine as a graduate trainee and progressed via various operational roles from being an underground shift boss to become Vice President and Head of Operations at Kloof Gold Mine in January 1999 at which time Kloof produced over 1,000,000 ounces of gold per annum. More recently, Mr. Roets was the COO at Great Basin Gold which had gold mining operations in the United States of America and South Africa.

Mr. Roets was appointed Caledonia's Chief Operating Officer in 2013 and appointed to the Caledonia board in January 2022.

John Kelly - *Non-Executive Director*

Mr. John Lawson Kelly has over 38 years of experience in the financial services industry in the U.S and international markets including emerging markets in Asia. Mr. Kelly is currently Managing Partner of Active Capital Partners LLC, Charmain and Independent Trustee of the Victory Funds and a non-executive Member of Kellys Family Foods LLC. Mr. Kelly is a graduate of Yale University and the Yale School of Management.

Mr. Kelly was appointed to the Caledonia board as an independent non-executive director in May 2012.

Johan Holtzhausen - *Non-Executive Director*

Mr. Johan Andries Holtzhausen is a retired partner of KPMG South Africa with 43 years of audit experience, of which 36 years were as a partner focused on the mining sector. Mr. Holtzhausen chaired the Mining Interest Group at KPMG South Africa and his clients included major listed mining companies operating in Africa and elsewhere, which operated across a broad range of commodities. In addition to his professional qualifications, Mr. Holtzhausen holds a B.Sc. from the University of Stellenbosch, majoring in chemistry and geology. Mr. Holtzhausen is a business consultant and independent director of DRDGOLD Limited.

Mr. Holtzhausen is chairman of the Audit Committee and a member of the Remuneration Committee and Nomination Committee of DRDGOLD Limited.

Nick Clarke - *Non-Executive Director*

Mr. Nick Clarke joined the Company's board as a Non-Executive Director on September 23, 2019. Mr. Clarke, who is Chairman of Central Asia Metals PLC (AIM: CAML), is a highly experienced Chartered Engineer (CEng) with 47 years in the mining industry. He has held senior positions in several resource companies and is well known as a successful executive in the sector having been involved in the construction of major mining projects and conducted several fundraisings on AIM and TSX.

He has an extensive background in managing AIM and TSX listed minerals companies including his current position as Chairman of Central Asia Metals PLC, where he was CEO from 2009 until 2016. Between 2004 and 2008 he was Managing Director of Oriel Resources plc (AIM: ORI) and from 2006 to 2008 he was President and CEO of Lero Gold Corporation (TSX: LER). Mr. Clarke has significant experience as a non-executive director of a number of AIM and TSX listed resource companies having previously held non-executive directorships on the boards of Afcan Mining Corp. (TSX: AFK), Caledon Resources plc (AIM: CDN), Obtala Resources plc (AIM: OBT), Columbus Copper Corp (TSX: CCU) and Sunkar Resources plc (AIM: SKR).

Mr. Clarke is an Associate of Camborne School of Mines (ACSM). He is a trustee of the Camborne School of Mines Trust and is a member of the Institution of Materials Minerals & Mining (MIMMM).

Geralda Wildschutt – *Non-Executive Director*

Geralda has over 26 years' experience in stakeholder engagement, corporate social responsibility, community development and social performance across mining, renewable energy, banking and the social sector. She has worked across Africa, Latin America, Australia and Canada.

In mining, she has been a consultant to Anglo American, Gold Fields, Ivanhoe Mines and South32 on a range of ESG topics. She has held senior positions at Anglo American, Gold Fields, ABSA/ Barclays Group and Ashoka: Innovators for the Public.

Geralda hold a Masters degree in Psychology from the University of Cape Town, an MBA from the Business School of the Netherlands and a post-graduate Certificate in Cross-sector Partnerships from Cambridge University.

Geralda was appointed to the Caledonia board as an independent non-executive director in 2021.

Gordon Wylie – *Non-Executive Director*

Mr. Wylie holds a bachelor's degree with Honours in Geology from the University of Glasgow, a Management Diploma from UNISA South Africa and a Postgraduate Diploma in Mining Engineering and Mineral Economics from Wits University, South Africa.

Mr. Wylie has over 47 years' experience in the mining industry in both mining and exploration geology. Between 1997 and 2005, Mr. Wylie was part of AngloGold Ashanti Limited's senior management team where he was responsible for the company's global exploration programs, mining geology and associated technical services, covering around 40 countries and 5 continents.

Since leaving AngloGold Ashanti, Gordon has accumulated 17 years' board experience as a non- executive director, of which 12 were as chairman at Lydian International Limited. He is currently a non-executive director of Chaarat Gold Holdings Limited, which is listed on AIM (symbol: CGH), and a former non-executive director of Silverton Metals Corp., which is listed on TSX-V (symbol: SVTN).

Victor Gapare – *Executive Director*

Mr. Victor Gapare is a prominent Zimbabwean mining entrepreneur and, following the acquisition of Bilboes, is interested in approximately 12.57% of the shares in Caledonia through Toziyana Resources Limited which is ultimately owned by a family trust of which Mr. Gapare is the settlor.

Mr. Gapare was previously the Director responsible for the gold and pyrites business of Anglo American Corporation Zimbabwe Limited when Bilboes was part of its portfolio, prior to a management buyout in which he was involved, and is a former President of the Chamber of Mines Zimbabwe.

Mr. Gapare was appointed to the Caledonia board as an executive director in January 2023 on completion of the acquisition of Bilboes Gold.

Adam Chester – *General Counsel, Company Secretary and Head of Risk and Compliance*

In January 2017 Mr. Adam Chester joined the management team as General Counsel, Company Secretary and Head of Risk and Compliance. Mr. Chester is a dual qualified lawyer (England and Jersey, Channel Islands) and previously worked as a solicitor of the Supreme Court of England and Wales at international law firms in the City of London and, more recently, as an advocate of the Royal Court of Jersey at an international offshore law firm in which he was a partner. He has extensive experience advising businesses and individuals on a variety of commercial and corporate legal issues.

Caxton Mangezi – *Vice-president Zimbabwe operations*

Mr. Caxton Mangezi is a qualified miner and mine manager. He has worked at Blanket since 1969 in a range of roles including geological technician, overseer miner and underground manager.

Mr. Mangezi has been General Manager of Blanket Mine since 1993 in full time and interim capacities, with full responsibility for day-to-day operations. Mr. Mangezi was appointed as the Vice President Zimbabwe Operations during 2021. Mr. Mangezi also serves as director on certain Zimbabwean subsidiary companies.

Chester Goodburn – *Chief Financial Officer*

Mr. Goodburn is a qualified Chartered Accountant with 15 years' experience in the energy and natural resources sector. He worked as a senior manager at KPMG South Africa where he was seconded to several clients providing audit, tax and advisory services to several JSE, NYSE, AIM and TSX listed clients.

Mr. Goodburn was the Group Financial Manager from September 1, 2014 to June 30, 2022 and Chief Information Officer until April 30, 2022. Mr. Goodburn was appointed as Chief Financial Officer on July 1, 2022.

Arrangements, Understandings, etc.

Caledonia has no arrangements or understanding with any major shareholders, customers, suppliers or others, pursuant to which any person referred to above was selected as a director or member of senior management other than Mr. Gapare who was appointed as a director pursuant to the sale and purchase agreement for the acquisition of Bilboes Gold.

B. Compensation

Summary Compensation Table

Name and principal position	Year	Salary ($)	Share-based awards ($)(1)	Option-based awards	Non-equity incentive plan compensation ($)		Pension value ($)	All other compensation ($)	Total compensation ($)
(a)	(b)	(c)	(d)	(e)	(f)		(g)	(h)(2) (3)	(i)
					Annual incentive plans (1)	Long term incentive plans			
Steven Curtis	2022	264,715	151,339	-	-	-	-	478,928	894,982
Chief Executive Officer	2021	517,525	127,836	-	-	-	-	240,000	885,362
(until June 30, 2022)*	2020	470,478	380,477	-	-	-	-	235,239	1,086,194
Dana Roets	2022	500,851	95,397	-	-	-	-	160,000	756,248
Chief Operating	2021	489,590	80,564	-	-	-	-	170,000	740,154
Officer	2020	445,082	239,641	-	-	-	-	222,541	907,263
Mark Learmonth	2022	494,315	94,692	-	-	-	-	175,000	764,007
Chief Financial Officer (until June 30,	2021	480,011	89,645	-	-	-	-	235,000	804,656
2022)	2020	436,373	231,660	-	-	-	-	218,187	886,220
Chief Executive Officer (from July 1, 2022)									
Caxton Mangezi	2022	463,960	175,116	-	-	-	-	687,612	1,326,688
Vice President Operations	2021	429,478	123,250	-	-	-	-	263,180	815,908
Zimbabwe	2020	374,817	294,512	-	-	-	-	187,409	856,738
Chester Goodburn	2022	235,812	31,010	-	-	-	-	70,000	410,133
Chief Financial Officer (from July 1, 2022)									
Maurice Mason	2022	325,856	53,335	-	-	-	-	130,000	509,191
VP Corporate	2021	222,123	56,624	-	-	-	-	111,061	389,808
Development	2020	202,620	122,994	-	-	-	-	25,327	350,941

* *Does not include* $45,000 paid *to Mr Curtis as a non-executive Director from July 1, 2022.*

(1) Awards are considered to be share based awards. The amounts stated are the expenses for the year to revalue the liability to the amount that is expected to vest at the applicable year end. Refer to table below for the awards outstanding as at December 31, 2022.

(2) The amounts shown in (h) relate to bonuses paid to NEOs and, for Mr Curtis, includes $264,715 consultancy fee paid to him for the 6 months ending December 31, 2022 and a cash payment of $54,213 in respect of accrued leave. No fees for acting as a Director were paid to NEOs (other than Mr Curtis in respect of acting as a non-executive Director – see above).

(3) The amounts shown in (h) for the NEOs for 2022 relate to bonuses provided for in 2022 but were paid in March 2023.

Non-executive director fees were paid in equal quarterly instalments in arrears during 2022. From January 1, 2022 to December 31, 2022 the approved non-executive director fees amounted to $90,000 p.a. payable to each non-executive director other than John McGloin (resigned in February 2022), Mr. Wylie (appointed in May 2022) and Mr. Curtis (from July 2022) who received a pro-rata amount of $14,750, $59,093 and $45,000 respectively for their services in 2022.

Long term incentive plan

The following key management members were granted RSUs, PUs and EPUs, pursuant to the provisions of the OEICP. The outstanding RSUs and PUs as at December 31, 2022 were as follows:

Key management member	Vesting date	RSUs	PUs	EPUs
Steve Curtis	2023/01/11	-	16,547	-
	2024/01/11	-	8,769	-
	2025/01/11	-	-	39,689
Dana Roets	2023/01/11	-	10,436	-
	2024/01/11	-	5,530	-
	2025/01/11		-	16,687
Mark Learmonth	2023/01/11	-	10,231	-
	2024/01/11	-	5,422	-
	2025/01/11	-	-	36,812
Caxton Mangezi	2023/01/11	19,565	8,788	-
	2024/01/11	-	4,657	-
	2025/01/11	-	-	15,458
Chester Goodburn*	2025/01/11	-	2,638	-
		-		
		-		
Adam Chester	2023/01/11	-	7,103	-
	2024/01/11	-	3,509	-
	2025/01/11	-	-	10,877
Maurice Mason	2023/01/11	-	4,977	-
	2024/01/11	-	2,459	-
	2025/01/11	-	-	10,857
Total		**19,565**	**91,066**	**130,380**

** Chester Goodburn was appointed as a key management member from July 1, 2022 when he became CFO.*

For further detail on the RSUs, PUs and EPUs refer to note 12 of the Consolidated Financial Statements.

91,610 EPUs were awarded to key management staff on April 7, 2023.

No director equity options were outstanding at December 31, 2022.

Caledonia does not have a pension, retirement or similar benefits scheme for directors.

C. Board Practices

The directors all hold their positions for an indefinite term, subject to re-election at each annual general meeting of the shareholders. The officers hold their positions subject to being removed by resolution of the board of directors. The term of office of each director expires as of the date that an annual general meeting of the shareholders is held, subject to the re-election of a director at such annual general meeting. The following persons comprise the following committees:

Audit	**Compensation**	**Governance**	**Nomination**	**Technical**
J Holtzhausen	J Kelly	J Kelly	L Wilson	N Clarke
G Wildschutt	J Holtzhausen	G Wildschutt	G Wildschutt	D Roets
J Kelly	L Wilson	L Wilson	G Wylie	G Wylie
			J Holtzhausen	J Holtzhausen
			J Kelly	M Learmonth
			N Clarke	S Curtis
			S Curtis	V Gapare
				J Hobkirk

Disclosure	**Strategic Planning**	**ESG**
A Chester	L Wilson	G Wildschutt
C Horsfall	C Goodburn	A Chester
C Goodburn	D Roets	C Horsfall
D Roets	G Wildschutt	D Roets
J Holtzhausen	G Wylie	J Kelly
L Wilson	J Holtzhausen	L Wilson
M Learmonth	J Kelly	M Learmonth
N Clarke	M Learmonth	S Curtis
	M Mason	V Gapare
	N Clarke	
	S Curtis	
	V Gapare	

The Audit Committee is comprised of Messrs. Holtzhausen, Kelly and Ms. Wildschutt and is chaired by Mr. Holtzhausen. Each member of the Audit Committee is considered independent as defined under NI 52-110 and as defined under Section 803 of the NYSE American LLC Company Guide and Exchange Act Rule 10A-3 and considered to be financially literate as such terms are defined under NI 52-110 Audit Committees. Mr Holtzhausen is an ex-audit partner of KPMG Inc., Mr. Kelly has over 30 years of experience in the financial services industry in the U.S and international markets including emerging markets in Asia and Ms. Wildschutt has relevant experience as a board member and trustee for various organizations.

The Audit Committee is responsible for assisting the Board in:

1. Opening an avenue of communication between Caledonia's management, the independent auditors and the Board and to assist the Board in its oversight of the:
   - integrity, adequacy and timeliness of Caledonia's financial reporting and disclosure practices;
   - processes for identifying the principal financial risks of Caledonia and the control systems in place to monitor them;
   - compliance with legal and regulatory requirements related to financial reporting;
   - independence and performance of the independent auditors;
   - processes implemented by management to ensure effective internal controls over financial reporting;
   - enterprise risk management;
   - fraud risks related to financial reporting;
   - other risks related to financial reporting; and
   - integrated reporting.

2. Performing any other activities consistent with the charter of the Audit Committee to ensure that Caledonia's articles of association, governing and regulatory laws as required by the SEC, Sarbanes-Oxley Act and NYSE American LLC and AIM requirements are monitored by management.
3. The role of oversight. Compilation of financial statements is the responsibility of management. The auditors are responsible for performing an audit and expressing an opinion on the fair presentation of Caledonia's financial statements in accordance with IFRS.
4. Ensuring that a combined assurance model is developed and implemented to provide a coordinated approach to all assurance activities.

The purpose of the Compensation Committee is to discharge the Board's responsibilities relating to:

1. Compensation of the executive officers and the directors;
2. Establishment and administration of policies, programs and procedures for compensating and incentivizing its executive officers;
3. Oversight of the compensation structure and benefit plans and programs; and
4. Executive compensation disclosure and compliance with compensation policies.

Terms of reference of the Audit Committee are given in the charter of the Audit Committee, and the terms of reference of the Compensation Committee are given in the charter of the Compensation Committee. All charters of committees are available on the Company's website (www.caledoniamining.com) or, on request, from the Company's offices listed in this report.

Benefits upon termination are disclosed in note 35 of the Consolidated Financial Statements and an example contract is disclosed in Exhibit 4.2.

D. Employees

The average, approximate number of employees, their categories and geographic locations for each of the last 3 years are summarized in the table below:

Geographic Location and Number of Employees:	2020	2021	**2022**
Total Employees			
London, United Kingdom - Management and administration	2	2	**2**
Jersey, Channel Islands - Management and administration	3	3	**3**
South Africa - Management, procurement, administration and technical	16	21	**23**
Zimbabwe - Mine operations	1,697	1,923	**2,119**
Total Employees at all Locations	1,718	1,949	**2,147**

Management and Administration:			
Employee Locations:	2020	2021	**2022**
London, United Kingdom - Management and administration	2	2	**2**
Jersey, Channel Islands - Management and administration	3	3	**3**
Zimbabwe - Mine operations	46	55	**54**
South Africa - Management, procurement, administration and technical	15	20	**22**
Total Management and Administration	66	80	**81**

E. Share Ownership

(a) The direct and indirect shareholdings of the Company's directors, officers and senior management as at April 28, 2023 were as follows:

	Number of shares	**Percentage share holding**
L Wilson	45,500	0.24%
S Curtis	189,566	0.99%
M Learmonth	184,984	0.96%
J Kelly	16,317	0.09%
J Holtzhausen	22,050	0.11%
A Chester	25,079	0.13%
C Goodburn	7,861	0.04%
V Gapare	*2,411,186	12.57%
N Clarke	-	0.00%
D Roets	-	0.00%
G Wildschutt	-	0.00%
C Mangezi	-	0.00%
G Wylie	-	0.00%
Total	**2,902,543**	15.13%

* *Mr Gapare is interested in the Common Shares held by Toziyana Resources Limited as the settlor of a discretionary trust which ultimately owns Toziyana Resources Limited.*

Refer to Item 6.A – "**Directors and Senior Management**" for a list of the Company's directors, officers and senior management and number of shares held.

All of the shares held above are voting shares and do not have any different voting or other rights than the other outstanding shares of the Company.

The information as to shares beneficially owned or controlled or directed, not being within the knowledge of the Company, has been furnished by the respective directors, officers and senior management members individually.

(b) Share purchase options outstanding as of April 28, 2023:

Name	**Role**	**Exercise Price CAD**	**Expiry Date**	**Number of Options**
P Chidley	Consultant	*7.35	August 25, 2024	5,000
		9.49	September 30, 2029	5,000
P Durham	Consultant	*7.35	August 25, 2024	5,000
		9.49	September 30, 2029	5,000
TOTAL				**20,000**

* The exercise price of CAD$9.30 per share was converted into a USD amount of $7.35 at the prevailing USD/CAD exchange rate at the date of grant (August 25, 2017).

In terms of the OEICP, the expiry of the options that expire in a closed period will be extended by 10 days from the cessation of the closed period.

F. Disclosure of Registrant's Action to Recover Erroneously Awarded Compensation

Not Applicable.

ITEM 7 - MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

A. Major Shareholders

To the best of Caledonia's knowledge, as at April 21, 2023, we are aware of the following beneficial owners that directly or indirectly exercise control or direction over more than 5% of the voting rights to our shares.

Beneficial owner name	2020		2021		**2022**	
	Number of Shares Held	Percentage of Issued Shares	Number of Shares Held	Percentage of Issued Shares	**Number of Shares Held**	**Percentage of Issued Shares**
Toziyana Resource Limited	-	-	-	-	**2,411,186**	**12.57%**
Allan Gray (through two of its funds)	1,957,391	16.15%	1,957,391	15.34%	**2,180,070**	**11.36%**
Shining Capital Holding II L.P.	-	-	-	-	**1,922,858**	**10.02%**

All shareholders have the same voting rights as all other shareholders of Caledonia.

According to our share register and information received from our registrar on April 21, 2023 the shares of Caledonia (including those represented by depositary interests) were held in the following geographic locations:

Geographic Location based on the share register only	**Number of Shares Held**	**Percentage of Issued Shares**
United Kingdom	4,194	0.02%
USA	16,204,553	84.45%
Canada	4,819	0.03%
Zimbabwe	1,046,749	5.46%
Other	1,927,758	10.04%
	19,188,073	100%

19,188,073 shares of the Company, as on April 21, 2023, are held by a total of 76 registered shareholders, including 57 registered holders in the United States.

Caledonia is not aware of any arrangement which may at some subsequent date result in a change of control of Caledonia.

B. Related Party Transactions

No related party transactions exist, other than disclosed in note 35 of the Consolidated Financial Statements.

C. Interests of Experts and Counsel

Not applicable.

ITEM 8 - FINANCIAL INFORMATION

A. Consolidated Statements and Other Financial Information

This Annual Report contains the audited Consolidated Financial Statements which comprise of the consolidated statements of financial position as at December 31, 2022 and December 31, 2021 and the related consolidated statements of profit or loss and other comprehensive income, consolidated statements of changes in equity and consolidated statements of cash flows for the years ended December 31, 2022, December 31, 2021 and December 31, 2020.

Reference is made to the Consolidated Financial Statements, including the report of the independent registered public accounting firm, BDO South Africa Inc. (PCAOB ID 1368), that are filed as part of this Annual Report on pages F1 – F71.

Legal Proceedings and Regulatory Actions

To our knowledge, there are no legal proceedings material to us to which we are or were a party to or of which any of our properties are or were the subject of during the financial year ended December 31, 2022 nor are there any such proceedings known to us to be contemplated which would materially impact our financial position or ability to continue as a going concern.

During the twelve months ended December 31, 2022, there were no (i) penalties or sanctions imposed against us by a court relating to securities legislation or by a securities regulatory authority; (ii) penalties or sanctions imposed by a court or regulatory body against us that would likely be considered important to a reasonable investor in making an investment decision, or (iii) settlement agreements we entered into before a court relating to securities legislation or with a securities regulatory authority.

Dividend policy

From 2014, the Company has paid a quarterly dividend (payable at the end of January, April, July and October each year, except for the dividend expected to be paid in April 2020 which was delayed by a month due to uncertainties related to the COVID-19 pandemic and dividends declared on December 30, 2022). The quarterly dividend declared was 6.875 cents per share in 2019 and was increased on several dates during 2020 and 2021 as set out below:

Declaration date	cents per share
January 10, 2019	6.875
April 11, 2019	6.875
July 11, 2019	6.875
October 10, 2019	6.875
January 16, 2020	7.500
May 14, 2020	7.500
July 16, 2020	8.500
October 15, 2020	10.000
January 14, 2021	11.000
April 15, 2021	12.000
July 15, 2021	13.000
October 14, 2021	14.000
January 13, 2022	14.000
April 4, 2022	14.000
July 5, 2022	14.000
October 5, 2022	14.000
December 30, 2022	14.000
April 3, 2023	14.000

B. Significant Changes

We have not experienced any significant changes since the date of the Consolidated Financial Statements included with this Annual Report except as disclosed in this Annual Report.

ITEM 9 - THE OFFERING AND LISTING

A. Offering and Listing Details

The Company's shares trade on the NYSE American, AIM (in the form of depositary interests) and VFEX (in the form of depositary receipts) under the trading symbol "CMCL". Caledonia voluntary delisted its shares from the TSX on June 19, 2020. After the delisting the Company remains a Canadian reporting issuer and has to comply with Canadian securities laws unless and until it can demonstrate that less than 2% of its beneficial shareholders are Canadian residents.

B. Plan of Distribution

Not applicable.

C. Markets

The Company's shares trade on the NYSE American, AIM (in the form of depositary interests) and VFEX (in the form of depositary receipts) under the trading symbol "CMCL". Caledonia voluntary delisted its shares from the TSX on June 19, 2020. After the delisting the Company remains a Canadian reporting issuer and has to comply with Canadian securities laws unless and until it can demonstrate that less than 2% of its beneficial shareholders are Canadian residents.

D. Selling Shareholders

Not applicable.

E. Dilution

Not applicable.

F. Expenses of the Issue

Not applicable.

ITEM 10 - ADDITIONAL INFORMATION

A. Share Capital

Not applicable.

B. Memorandum and Articles of Association

Securities Registrar

Computershare Inc. is the transfer agent and registrar for the shares at its principal office in Massachusetts. Computershare Investor Services PLC at its principal office in Bristol, United Kingdom is the transfer agent for the depositary interests.

Director's power to vote on a proposal, arrangement or contract in which the director is materially interested.

An interested director must disclose to the Company the nature and extent of any interest in a transaction with the Company, or one of its subsidiaries, which to a material extent conflicts or may conflict with its interests and of which the director is aware. Failure to disclose an interest entitles the Company or a shareholder to apply to the court for an order setting aside the transaction concerned and directing that the director account to the Company for any profit.

A transaction is not voidable and a director is not accountable notwithstanding a failure to disclose an interest if the transaction is confirmed by special resolution and the nature and extent of the director's interest in the transaction are disclosed in reasonable detail in the notice calling the meeting at which the resolution is passed.

Although it may still order that a director account for any profit, a court will not set aside a transaction unless it is satisfied that the interests of third parties who have acted in good faith would not thereby be unfairly prejudiced and the transaction was not reasonable and fair in the Company's interests at the time it was entered into.

Except as otherwise provided in the Articles (as defined below) and save in respect of a limited number of instances as set out in the Articles, a director shall not vote on, or be counted in the quorum in relation to, any resolution of the board or of a committee of the board concerning any matter in which he has to his knowledge, directly or indirectly, an interest (other than his interest in shares or debentures or other securities of, or otherwise in or through, the Company) or duty which (together with any interest of a person connected with him) is material and, if he shall do so, his vote shall not be counted.

Directors' power, in the absence of an independent quorum, to vote compensation to themselves or any members of their body.

The compensation of the directors is decided by the directors unless the board of directors specifically requests approval of the compensation from the shareholders. If the issuance of compensation to the directors is decided by the directors, a quorum is the majority of the directors in office. The Articles do not require that the compensation of any director be approved by disinterested directors.

The Company has a compensation committee that is currently composed of three independent directors. The compensation committee makes recommendations to the board with respect to compensation, including bonuses, incentive stock options and securities of directors and executive officers.

Borrowing powers exercisable by the directors and how such borrowing powers may be varied.

The board may exercise all the Company's powers to borrow money, to guarantee, to indemnify and to mortgage or charge all or any part of the Company's undertaking, property and assets (present and future) and uncalled capital and, subject to the Companies Law to issue debentures and other securities, whether outright or as collateral security, for any debt, liability or obligation of the Company or of any third party.

The board shall restrict the Company's borrowings and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiary undertakings (if any) to secure (but as regards subsidiary undertakings only in so far as by the exercise of such rights or powers of control the board can secure) that the aggregate principal amount from time to time outstanding of all borrowings by the Company's group (exclusive of borrowings owing by one member of the Company's group to another member of the Company's group) shall not at any time without the previous sanction of an ordinary resolution of the Company exceed an amount equal to three times the Adjusted Capital and Reserves (as defined in the Articles). The borrowing powers may be varied by amendment to the Articles which requires approval of the Company's shareholders by special resolution, being a resolution passed by at least 2/3 majority of the votes cast on the resolution.

Retirement and non-retirement of directors under an age limit requirement.

There are no such provisions applicable to the Company under the Articles or the Companies Law.

Number of shares required for a director's qualification.

Under the Articles, the directors are not required to hold any shares as qualification for service on the board.

Place of Incorporation and Purpose

The Company was incorporated, effective February 5, 1992, by the amalgamation of three predecessor companies. It was registered in terms of the Canada Business Corporations Act. The company re-domiciled to Jersey, Channel Islands, effective March 19, 2016 through the Continuance process. The Continuance had no appreciable effect on the Company's listing in Toronto, the admission of its depositary interests to trading on AIM in London or the trading facility on the OTCQX (from July 27, 2017 the OTCQX trading ceased and shares commenced trading on NYSE American) and the Company's securities continued to be traded on these listing and trading platforms after the Continuance process was completed. Caledonia voluntary delisted its shares from the TSX on June 19, 2020.

Neither the Company's memorandum of association nor the Articles stipulate any objects or purposes of the Company and no objects or purposes are required to be stated by the Companies Law.

Articles of Association

At a special meeting of shareholders held on February 18, 2016, Caledonia's shareholders voted in favor of a resolution to approve the Continuance. This resolution, inter alia, included provisions to replace Caledonia's by-laws with new articles of association (the "**Articles**"). The Articles do not place any restrictions on the Company's business.

The holders of the shares are entitled to one vote per share at all meetings of the shareholders of the Company. The holders of shares are also entitled to dividends, if and when declared, and the distribution of the residual assets of the Company in the event of a liquidation, dissolution or winding up of the Company. The Company's shares do not have pre-emptive rights to purchase additional shares.

No preference shares are currently issued and outstanding. Preference shares may be issued from time to time in one or more series composed of such number of shares with such preference, deferred or other special rights, privileges, restrictions and conditions as specified in the Articles or as fixed before such issuance by a resolution passed by the directors and confirmed and declared by shareholders by a special resolution. The preference shares shall be entitled to preference over shares in respect of the payment of dividends and shall have priority over other shares in the event of a distribution of residual assets of the Company in the event of a liquidation, dissolution or winding up of the Company. The rights attached to the shares or the preference shares can only be modified by the affirmative vote of at least two-thirds of the votes cast at a meeting of the relevant shareholders called for that purpose.

Meetings of Shareholders

The Articles require the Company to call an annual general meeting of shareholders within 13 months after holding the last preceding annual general meeting and permits the Company to call any other meeting of shareholders at any time. The Company is required to mail a notice of meeting and management information circular to registered shareholders not less than 21 clear days and not more than 60 days prior to the date of any annual or other general meeting of shareholders, although it currently utilizes the notice and access method under Canadian law. These materials must also be filed with Canadian securities regulatory authorities. The Articles provide that a quorum of two shareholders in person or represented by proxy holding or representing by proxy not less than 5% of the Company's issued shares carrying the right to vote at the meeting is required to transact business at a general meeting. Shareholders, and their duly appointed proxies and corporate representatives, as well as the Company's auditors, are entitled to be admitted to the Company's annual and other general meetings of shareholders.

Limitations on the Right to Own Securities

There are no limitations on the rights to own securities in the Company.

Limitations on Restructuring

There is no provision in the Articles that would have the effect of placing any limitations on any corporate restructuring in addition to what would otherwise be required by applicable law.

Disclosure of Share Ownership

The Articles permit the Company to give a disclosure notice to any person that the Company has reasonable cause to believe is/was interested in the Company's shares within the preceding three years; such notice may require the person to inform the Company whether that person holds/has held an interest in the Company's shares. The Articles also incorporate by reference certain of the disclosure guidance and transparency rules ("**DTR**") published by the UK's Financial Conduct Authority. The DTR include, inter alia, a requirement that a shareholder must notify the Company of the percentage of its voting rights (held directly and indirectly) if the percentage of those voting rights reaches, exceeds or falls below 3% of the Company's issued voting securities and each 1% threshold above 3%.

Differences in Corporate Law between United States (Delaware) and Jersey, Channel Islands

Set forth below is a comparison of certain shareholder rights and corporate governance matters under Delaware law and Jersey law:

Corporate Law Issue	**Delaware Law**	**Jersey Law**
Special Meetings of Shareholders	Shareholders generally do not have the right to call meetings of shareholders unless that right is granted in the certificate of incorporation or by-laws. However, if a corporation fails to hold its annual meeting within a period of 30 days after the date designated for the annual meeting, or if no date has been designated for a period of 13 months after its last annual meeting, the Delaware Court of Chancery may order a meeting to be held upon the application of a shareholder.	Shareholders holding 10% or more of the company's voting rights and entitled to vote at the relevant meeting may legally require directors to call a meeting of shareholders. Under the Articles, the percentage required to requisition a meeting is reduced to 5%. The Jersey Financial Services Commission, or JFSC, may, at the request of any officer, secretary or shareholder, call or direct the calling of an annual general meeting. Failure to call an annual general meeting in accordance with the requirements of the Companies Law is a criminal offense on the part of a Jersey company and its directors and secretary.

Corporate Law Issue	Delaware Law	Jersey Law
Interested Director Transactions	Interested director transactions are permissible and may not be legally voided if: either a majority of disinterested directors, or a majority in interest of holders of shares of the corporation's capital stock entitled to vote upon the matter, approves the transaction upon disclosure of all material facts; or the transaction is determined to have been fair as to the corporation as of the time it is authorized, approved or ratified by the board of directors, a committee thereof or the shareholders.	An interested director must disclose to the company the nature and extent of any interest in a transaction with the company, or one of its subsidiaries, which to a material extent conflicts or may conflict with the interests of the company and of which the director is aware. Failure to disclose an interest entitles the company or a shareholder to apply to the court for an order setting aside the transaction concerned and directing that the director account to the company for any profit. A transaction is not voidable and a director is not accountable notwithstanding a failure to disclose an interest if the transaction is confirmed by special resolution and the nature and extent of the director's interest in the transaction are disclosed in reasonable detail in the notice calling the meeting at which the resolution is passed. Although it may still order that a director account for any profit, a court will not set aside a transaction unless it is satisfied that the interests of third parties who have acted in good faith would not thereby be unfairly prejudiced and the transaction was not reasonable and fair in the interests of the company at the time it was entered into. The Articles set out a limited number of transactions and matters in which a director may be interested and in which he may vote and be counted in the quorum in relation to a resolution on the matter.
Cumulative Voting	The certificate of incorporation of a Delaware corporation may provide that shareholders of any class or classes or of any series may vote cumulatively either at all elections or at elections under specified circumstances.	There are no provisions in the Companies Law relating to cumulative voting.

Corporate Law Issue	Delaware Law	Jersey Law
Approval of Corporate Matters by Written Consent	Unless otherwise specified in a corporation's certificate of incorporation, shareholders may take action permitted to be taken at an annual or special meeting, without a meeting, notice or a vote, if consents, in writing, setting forth the action, are signed by shareholders with not less than the minimum number of votes that would be necessary to authorize the action at a meeting. All consents must be dated and are only effective if the requisite signatures are collected within 60 days of the earliest dated consent delivered.	If permitted by the articles of association of a company, a written consent signed and passed by the specified majority of members may affect any matter that otherwise may be brought before a shareholders' meeting, except for the removal of a company's auditors. Such consent shall be deemed effective when the instrument, or the last of several instruments, is signed by the specified majority of members or on such later date as is specified in the resolution. The Articles do not contain provisions regarding shareholder resolutions in writing.
Business Combinations	With certain exceptions, a merger, consolidation or sale of all or substantially all of the assets of a Delaware corporation must be approved by the board of directors and a majority of the outstanding shares entitled to vote thereon.	A sale or disposal of all or substantially all the assets of a Jersey company must be approved by the board of directors and, only if the articles of association of the company require, by the shareholders in general meeting. A merger involving a Jersey company must be generally documented in a merger agreement which must be approved by special resolution of that company.
Limitations on Director's Liability and Indemnification of Directors and Officers	A Delaware corporation may indemnify a director or officer of the corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in defense of an action, suit or proceeding by reason of his or her position if (i) the director or officer acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and (ii) with respect to any criminal action or proceeding, the director or officer had no reasonable cause to believe his or her conduct was unlawful.	The Companies Law does not contain any provision permitting Jersey companies to limit the liabilities of directors for breach of fiduciary duty. However, a Jersey company may exempt from liability, and indemnify directors and officers, for liabilities: incurred in defending any civil or criminal legal proceedings where: the person is either acquitted or receives a judgment in their favor; where the proceedings are discontinued other than by reason of such person (or someone on their behalf) giving some benefit or suffering some detriment; or where the proceedings are settled on terms that such person (or someone on their behalf) gives some benefit or suffers some detriment but in the opinion of a majority of the disinterested directors, the person was substantially successful on the merits in the person's resistance to the proceedings; incurred to anyone other than to the company if the person acted in good faith with a view to the best interests of the company; incurred in connection with an application made to the court for relief from liability for negligence, default, breach of duty or breach of trust under Article 212 of the Companies Law in which relief is granted to the person by the court; or incurred in a case in which the company normally maintains insurance for persons other than directors.

Corporate Law Issue	**Delaware Law**	**Jersey Law**
Appraisal Rights	A shareholder of a Delaware corporation participating in certain major corporate transactions may, under certain circumstances, be entitled to appraisal rights under which the shareholder may receive cash in the amount of the fair value of the shares held by that shareholder (as determined by a court) in lieu of the consideration the shareholder would otherwise receive in the transaction.	There are no appraisal rights under the Companies Law but the Articles include dissent rights of shareholders, based on Canadian law, whereby shareholders who dissent to certain transactions of the Company may apply to have the Company buy their shares for fair value.
Shareholder Suits	Class actions and derivative actions generally are available to the shareholders of a Delaware corporation for, among other things, breach of fiduciary duty, corporate waste and actions not taken in accordance with applicable law. In such actions, the court has discretion to permit the winning party to recover attorneys' fees incurred in connection with such action.	Under Article 141 of the Companies Law, a shareholder may apply to court for relief on the ground that the conduct of a company's affairs, including a proposed or actual act or omission by a company, is "unfairly prejudicial" to the interests of shareholders generally or of some part of shareholders, including at least the shareholder making the application. There may also be customary law personal actions available to shareholders. Under Article 143 of the Companies Law (which sets out the types of relief a court may grant in relation to an action brought under Article 141 of the Companies Law), the court may make an order regulating the affairs of a company, requiring a company to refrain from doing or continuing to do an act complained of, authorizing civil proceedings and providing for the purchase of shares by a company or by any of its other shareholders.

Corporate Law Issue	Delaware Law	Jersey Law
Inspection of Books and Records	All shareholders of a Delaware corporation have the right, upon written demand, to inspect or obtain copies of the corporation's shares ledger and its other books and records for any purpose reasonably related to such person's interest as a shareholder.	The register of shareholders and books containing the minutes of general meetings or of meetings of any class of shareholders of a Jersey company must during business hours be open to the inspection of a shareholder of the company without charge. The register of directors and secretaries must during business hours (subject to such reasonable restrictions as the company may by its articles of association or in general meeting impose, but so that not less than two hours in each business day be allowed for inspection) be open to the inspection of a shareholder or director of the company without charge.
Amendments to Charter	Amendments to the certificate of incorporation of a Delaware corporation require the affirmative vote of the holders of a majority of the outstanding shares entitled to vote thereon or such greater vote as is provided for in the certificate of incorporation. A provision in the certificate of incorporation requiring the vote of a greater number or proportion of the directors or of the holders of any class of shares than is required by Delaware corporate law may not be amended, altered or repealed except by such greater vote.	The memorandum of association and the articles of association of a Jersey company may only be amended by special resolution (being a two-thirds majority if the articles of association of the company do not specify a greater majority) passed by shareholders in general meeting or by written resolution signed by all the shareholders entitled to vote.

Corporate Law Issue	Delaware Law	Jersey Law
Blank Check Preferred Stock/Shares	Under Delaware law, the certificate of incorporation of a corporation may give the board the right to issue new classes of preferred shares with voting, conversion, dividend distribution, and other rights to be determined by the board at the time of issuance, which could prevent a takeover attempt and thereby preclude shareholders from realizing a potential premium over the market value of their shares. In addition, Delaware law does not prohibit a corporation from adopting a shareholder rights plan, or "poison pill," which could prevent a takeover attempt and also preclude shareholders from realizing a potential premium over the market value of their shares.	The UK's Takeover Code requires a target company shareholders' consent in general meeting before the target company can take any action (other than seeking alternative bids) that may result in the frustration of a takeover bid. Moreover, the Takeover Code provides that the board of directors of an offeree company must act in the interests of the company as a whole and must not deny the holders of securities the opportunity to decide on the merits of a takeover bid.
Distributions and Dividends; Repurchases and Redemptions	Under Delaware law, subject to any restrictions contained in the certificate of incorporation, a corporation may pay dividends out of capital surplus or, if there is no surplus, out of net profits for the current and/or the preceding fiscal year in which the dividend is declared, as long as the amount of capital of the corporation following the declaration and payment of the dividend is not less than the aggregate amount of the capital represented by issued and outstanding shares having a preference upon the distribution of assets. Surplus is defined in Delaware law as the excess of the net assets over capital, as such capital may be adjusted by the board. A Delaware corporation may purchase or redeem shares of any class except when its capital is impaired or would be impaired by the purchase or redemption, and it may not purchase, for more than the price at which they may be redeemed, any of its shares which are redeemable at the option of the corporation. A corporation may, however, purchase or redeem out of capital shares that are entitled upon any distribution of its assets to a preference over another class or series of its shares if the shares are to be retired and the capital reduced.	Under the Companies Law, a Jersey company may make a distribution at any time and out of any source provided that the directors of the company who authorize the distribution make an immediate and 12 month forward looking cash-flow solvency statement. Likewise, authorizing directors must also make a solvency statement in the event of redeeming or purchasing the company's shares. The Companies Law allows a Jersey company to purchase its own shares, whether they are redeemable or not, provided that the purchase is sanctioned by a special resolution. The monies payable on the redemption of redeemable shares or on the purchase of its own shares by a Jersey company may be funded from any source, including capital, provided that such shares are fully paid. If shares are to be purchased other than on a stock exchange, they may only be purchased pursuant to a contract approved in advance by an ordinary resolution of the company and they shall not carry the right to vote on the resolution sanctioning the purchase or approving the contract. If shares are to be purchased on a stock exchange, the resolution authorizing the purchase must specify the maximum number of shares to be purchased; the maximum and minimum prices which may be paid; and the date (not being later than 5 years after the passing of the resolution) on which the authority to purchase is to expire.

C. Material Contracts

Material contracts include the documents at exhibits 4.13 to 4.15 (agreement for the sale and purchase of the share capital of Bilboes Gold Limited (as amended) and net smelter returns royalty deed in respect of the acquisition of Bilboes Gold Limited), exhibits 4.16 to 4.17 (share purchase agreement between Bulawayo Mining Company Limited and the Company in respect of the acquisition of Motapa Mining Company UK Limited and related loan note instrument) and 4.17 (placing agreement in respect of the recent placing of 1,207,514 new securities during March and April 2023). For further details of the contracts, please refer to the exhibits and the disclosures in this Annual Report relating to the acquisitions of Bilboes and Motapa and the recent placing.

D. Exchange Controls

There are no governmental laws, decrees or regulations existing in Jersey, Channel Islands, which restrict the export or import of capital, or the remittance of dividends, interest or other payments to non-resident holders of Caledonia's securities, nor does Jersey, Channel Islands have foreign exchange currency controls. Exchange control approvals from the RBZ and the Reserve Bank of South Africa are required on the flow of funds in and out of Zimbabwe and South Africa; Caledonia obtained the necessary approvals from the RBZ and the Reserve Bank of South Africa to transfer foreign currency during 2022.

E. Taxation

Certain United States Federal Income Tax Considerations

The following is a general summary of certain material U.S. federal income tax considerations applicable to a U.S. Holder (as defined below) arising from and relating to the acquisition, ownership, and disposition of shares. This summary is for general information purposes only and does not purport to be a complete analysis or listing of all potential U.S. federal income tax considerations that may apply to a U.S. Holder arising from and relating to the acquisition, ownership, and disposition of shares. In addition, this summary does not take into account the individual facts and circumstances of any particular U.S. Holder that may affect the U.S. federal income tax consequences to such U.S. Holder, including without limitation specific tax consequences to a U.S. Holder under an applicable income tax treaty. Accordingly, this summary is not intended to be, and should not be construed as, legal or U.S. federal income tax advice with respect to any U.S. Holder. This summary does not address the U.S. federal net investment income, U.S. federal alternative minimum, U.S. federal estate and gift, U.S. state and local, and non-U.S. tax consequences to U.S. Holders of the acquisition, ownership, and disposition of shares. In addition, except as specifically set forth below, this summary does not discuss applicable tax reporting requirements. Each prospective U.S. Holder should consult its own tax advisor regarding the U.S. federal, U.S. federal net investment income, U.S. federal alternative minimum, U.S. federal estate and gift, U.S. state and local, and non-U.S. tax consequences relating to the acquisition, ownership, and disposition of shares. No legal opinion from U.S. legal counsel or ruling from the Internal Revenue Service (the "**IRS**") has been requested, or will be obtained, regarding the U.S. federal income tax consequences of the acquisition, ownership, and disposition of shares. This summary is not binding on the IRS, and the IRS is not precluded from taking a position that is different from, and contrary to, the positions taken in this summary. In addition, because the authorities on which this summary is based are subject to various interpretations, the IRS and the U.S. courts could disagree with one or more of the conclusions described in this summary.

Scope of this Summary

Authorities

This summary is based on the Internal Revenue Code of 1986, as amended (the "**Code**"), Treasury Regulations (whether final, temporary, or proposed), published rulings of the IRS, published administrative positions of the IRS, and U.S. court decisions that are applicable and, in each case, as in effect and available, as of the date of this document. Any of the authorities on which this summary is based could be changed in a material and adverse manner at any time, and any such change could be applied on a retroactive or prospective basis which could affect the U.S. federal income tax considerations described in this summary. This summary does not discuss the potential effects, whether adverse or beneficial, of any proposed legislation that, if enacted, could be applied on a retroactive, current or prospective basis.

U.S. Holders

For purposes of this summary, the term "**U.S. Holder**" means a beneficial owner of shares that is for U.S. federal income tax purposes:

- an individual who is a citizen or resident of the U.S.;
- a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) organized under the laws of the U.S., any state thereof or the District of Columbia;
- an estate whose income is subject to U.S. federal income taxation regardless of its source; or
- a trust that (1) is subject to the primary supervision of a court within the U.S. and the control of one or more U.S. persons for all substantial decisions or (2) has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

U.S. Holders Subject to Special U.S. Federal Income Tax Rules Not Addressed

This summary does not address the U.S. federal income tax considerations applicable to U.S. Holders that are subject to special provisions under the Code, including, but not limited to, the following U.S. Holders that: (a) are tax-exempt organizations, qualified retirement plans, individual retirement accounts, or other tax-deferred accounts; (b) are financial institutions, underwriters, insurance companies, real estate investment trusts, or regulated investment companies; (c) are broker-dealers, dealers, or traders in securities or currencies that elect to apply a mark-to-market accounting method; (d) have a "functional currency" other than the USD; (e) own shares as part of a straddle, hedging transaction, conversion transaction, constructive sale, or other integrated transaction; (f) acquired shares in connection with the exercise of employee stock options or otherwise as compensation for services; (g) hold shares other than as a capital asset within the meaning of Section 1221 of the Code (generally, property held for investment purposes); (h) are subject to taxing jurisdictions other than, or in addition to, the United States; (i) are partnerships and other pass-through entities (and investors in such partnerships and entities); (j) are S corporations (and shareholders or investors in such S corporations); (k) own, have owned or will own (directly, indirectly, or by attribution) 10% or more of the total combined voting power or value of the outstanding shares of the Company; (l) U.S. expatriates or former long-term residents of the U.S., (m) holds shares in connection with a trade or business, permanent establishment, or fixed base outside the United States, or (n) are subject to special tax accounting rules with respect to shares. U.S. Holders that are subject to special provisions under the Code, including, but not limited to, U.S. Holders described immediately above, should consult their own tax advisor regarding the U.S. federal, U.S. federal net investment income, U.S. federal alternative minimum, U.S. federal estate and gift, U.S. state and local, and non-U.S. tax consequences relating to the acquisition, ownership and disposition of shares.

If an entity or arrangement that is classified as a partnership (or other "pass-through" entity) for U.S. federal income tax purposes holds shares, the U.S. federal income tax consequences to such entity and the partners (or other owners) of such entity generally will depend on the activities of the entity and the status of such partners (or owners). This summary does not address the tax consequences to any such owner. Partners (or other owners) of entities or arrangements that are classified as partnerships or as "pass-through" entities for U.S. federal income tax purposes should consult their own tax advisors regarding the U.S. federal income tax consequences arising from and relating to the acquisition, ownership, and disposition of shares.

Ownership and Disposition of shares

The following discussion is subject to the rules described below under the heading "Passive Foreign Investment Company Rules".

Taxation of Distributions

A U.S. Holder that receives a distribution, including a constructive distribution, with respect to a share will be required to include the amount of such distribution in gross income as a dividend (without reduction for any foreign income tax withheld from such distribution) to the extent of the current or accumulated "earnings and profits" of the Company, as computed for U.S. federal income tax purposes. A dividend generally will be taxed to a U.S. Holder at ordinary income tax rates if the Company is a PFIC for the tax year of such distribution or the preceding year. To the extent that a distribution exceeds the current and accumulated "earnings and profits" of the Company, such distribution will be treated first as a tax-free return of capital to the extent of a U.S. Holder's tax basis in the shares and thereafter as gain from the sale or exchange of such shares (see "Sale or Other Taxable Disposition of shares" below). However, the Company may not maintain the calculations of its earnings and profits in accordance with U.S. federal income tax principles, and each U.S. Holder may have to assume that any distribution by the Company with respect to the shares will constitute ordinary dividend income. Dividends received on shares by corporate U.S. Holders generally will not be eligible for the "dividends received deduction". Subject to applicable limitations and provided the shares are readily tradable on a United States securities market, dividends paid by the Company to non-corporate U.S. Holders, including individuals, generally will be eligible for the preferential tax rates applicable to long-term capital gains for dividends, provided certain holding period and other conditions are satisfied, including that the Company not be classified as a PFIC (as defined below) in the tax year of distribution or in the preceding tax year. The dividend rules are complex, and each U.S. Holder should consult its own tax advisor regarding the application of such rules.

Sale or Other Taxable Disposition of Shares

A U.S. Holder will generally recognize gain or loss on the sale or other taxable disposition of shares in an amount equal to the difference, if any, between (a) the amount of cash plus the fair market value of any property received and (b) such U.S. Holder's tax basis in such shares sold or otherwise disposed of. Any such gain or loss recognized on such sale or other disposition generally will be capital gain or loss, which will be long-term capital gain or loss if, at the time of the sale or other disposition, such shares are held for more than one year.

Preferential tax rates apply to long-term capital gains of a U.S. Holder that is an individual, estate, or trust. There are currently no preferential tax rates for long-term capital gains of a U.S. Holder that is a corporation. Deductions for capital losses are subject to significant limitations under the Code.

Passive Foreign Investment Company ("PFIC") Rules

If the Company were to constitute a PFIC for any year during a U.S. Holder's holding period, then certain potentially adverse rules would affect the U.S. federal income tax consequences to a U.S. Holder resulting from the acquisition, ownership and disposition of shares. The Company believes that it was not a PFIC for the tax year ended December 31, 2022 No opinion of legal counsel or ruling from the IRS concerning the status of the Company as a PFIC has been obtained or is currently planned to be requested. However, PFIC classification is fundamentally factual in nature, generally cannot be determined until the close of the tax year in question and is determined annually. Additionally, the analysis depends, in part, on the application of complex U.S. federal income tax rules, which are subject to differing interpretations. Consequently, there can be no assurance that the Company has never been and will not become a PFIC for any tax year during which U.S. Holders hold shares.

In addition, in any year in which the Company is classified as a PFIC, a U.S. Holder will be required to file an annual report with the IRS containing such information as Treasury Regulations and/or other IRS guidance may require. A failure to satisfy such reporting requirements may result in an extension of the time period during which the IRS can assess a tax. U.S. Holders should consult their own tax advisors regarding the requirements of filing such information returns under these rules, including the requirement to file an IRS Form 8621 annually.

The Company generally will be a PFIC under Section 1297 of the Code if, after the application of certain "look-through" rules with respect to subsidiaries in which the Company holds at least 25% of the value of such subsidiary, for a tax year, (a) 75% or more of the gross income of the Company for such tax year is passive income (the "income test") or (b) 50% or more of the value of the Company's assets either produce passive income or are held for the production of passive income (the "asset test"), based on the quarterly average of the fair market value of such assets. "Gross income" generally includes all sales revenues less the cost of goods sold, plus income from investments and incidental or outside operations or sources, and "passive income" generally includes, for example, dividends, interest, certain rents and royalties, certain gains from the sale of stock and securities, and certain gains from commodities transactions. Active business gains arising from the sale of commodities generally are excluded from passive income if substantially all of a foreign corporation's commodities are stock in trade or inventory, depreciable property used in a trade or business or supplies regularly used or consumed in the ordinary course of its trade or business, and certain other requirements are satisfied.

If the Company were a PFIC in any tax year during which a U.S. Holder held shares, such holder generally would be subject to special rules with respect to "excess distributions" made by the Company on the shares and with respect to gain from the disposition of shares. An "excess distribution" generally is defined as the excess of distributions with respect to the shares received by a U.S Holder in any tax year over 125% of the average annual distributions such U.S. Holder has received from the Company during the shorter of the three preceding tax years, or such U.S. Holder's holding period for the shares. Generally, a U.S. Holder would be required to allocate any excess distribution or gain from the disposition of the shares ratably over its holding period for the shares. Such amounts allocated to the year of the disposition or excess distribution would be taxed as ordinary income, and amounts allocated to prior tax years would be taxed as ordinary income at the highest tax rate in effect for each such year and an interest charge at a rate applicable to underpayments of tax would apply.

While there are U.S. federal income tax elections that sometimes can be made to mitigate these adverse tax consequences (including the "**QEF Election**" under Section 1295 of the Code and the "**Mark-to-Market Election**" under Section 1296 of the Code), such elections are available in limited circumstances and must be made in a timely manner.

U.S. Holders should be aware that, for each tax year, if any, that the Company is a PFIC, the Company can provide no assurances that it will satisfy the record-keeping requirements of a PFIC, or that it will make available to U.S. Holders the information such U.S. Holders require to make a QEF Election with respect to the Company or any subsidiary that also is classified as a PFIC.

Certain additional adverse rules may apply with respect to a U.S. Holder if the Company is a PFIC, regardless of whether the U.S. Holder makes a QEF Election. These rules include special rules that apply to the amount of foreign tax credit that a U.S. Holder may claim on a distribution from a PFIC. Subject to these special rules, foreign taxes paid with respect to any distribution in respect of stock in a PFIC are generally eligible for the foreign tax credit. U.S. Holders should consult their own tax advisors regarding the potential application of the PFIC rules to the ownership and disposition of shares, and the availability of certain U.S. tax elections under the PFIC rules.

Additional Considerations

Receipt of Foreign Currency

The amount of any distribution paid to a U.S. Holder in foreign currency, or payment received on the sale, exchange or other taxable disposition of shares, generally will be equal to the USD value of such foreign currency based on the exchange rate applicable on the date of receipt (regardless of whether such foreign currency is converted into USD at that time). A U.S. Holder will have a basis in the foreign currency equal to its USD value on the date of receipt. Any U.S. Holder who converts or otherwise disposes of the foreign currency after the date of receipt may have a foreign currency exchange gain or loss that would be treated as ordinary income or loss, and generally will be U.S. source income or loss for foreign tax credit purposes. Different rules apply to U.S. Holders who use the accrual method with respect to foreign currency received upon the sale, exchange or other taxable disposition of the shares. Each U.S. Holder should consult its own U.S. tax advisor regarding the U.S. federal income tax consequences of receiving, owning, and disposing of foreign currency.

Foreign Tax Credit

Dividends paid on the shares will be treated as foreign-source income, and generally will be treated as "passive category income" or "general category income" for U.S. foreign tax credit purposes. The Code applies various complex limitations on the amount of foreign taxes that may be claimed as a credit by U.S. taxpayers. In addition, Treasury Regulations that apply to taxes paid or accrued (the "Foreign Tax Credit Regulations") impose additional requirements for non-U.S. withholding taxes to be eligible for a foreign tax credit, and there can be no assurance that those requirements will be satisfied.

Subject to the PFIC rules and the Foreign Tax Credit Regulations, each as discussed above, a U.S. Holder that pays (whether directly or through withholding) foreign income tax with respect to dividends paid on the shares generally will be entitled, at the election of such U.S. Holder, to receive either a deduction or a credit for such foreign income tax. Generally, a credit will reduce a U.S. Holder's U.S. federal income tax liability on a dollar-for-dollar basis, whereas a deduction will reduce a U.S. Holder's income subject to U.S. federal income tax. This election is made on a year-by-year basis and applies to all foreign taxes paid (whether directly or through withholding) by a U.S. Holder during a year. The foreign tax credit rules are complex and involve the application of rules that depend on a U.S. Holder's particular circumstances. Each U.S. Holder should consult its own U.S. tax advisor regarding the foreign tax credit rules.

Backup Withholding and Information Reporting

Under U.S. federal income tax law and Treasury Regulations, certain categories of U.S. Holders must file information returns with respect to their investment in, or involvement in, a foreign corporation. For example, U.S. return disclosure obligations (and related penalties) are imposed on individuals who are U.S. Holders that hold certain specified foreign financial assets in excess of certain threshold amounts. The definition of specified foreign financial assets includes not only financial accounts maintained in foreign financial institutions, but also, unless held in accounts maintained by a financial institution, any stock or security issued by a non-U.S. person, any financial instrument or contract held for investment that has an issuer or counterparty other than a U.S. person and any interest in a foreign entity. U.S. Holders may be subject to these reporting requirements unless their shares are held in an account at certain financial institutions. Penalties for failure to file certain of these information returns are substantial. U.S. Holders should consult their own tax advisors regarding the requirements of filing information returns, including the requirement to file an IRS Form 8938.

Payments made within the U.S. or by a U.S. payor or U.S. middleman, of dividends on, and proceeds arising from the sale or other taxable disposition of, shares will generally be subject to information reporting and backup withholding tax, currently at the rate of 24%, if a U.S. Holder (a) fails to furnish such U.S. Holder's correct U.S. taxpayer identification number (generally on IRS Form W-9), (b) furnishes an incorrect U.S. taxpayer identification number, (c) is notified by the IRS that such U.S. Holder has previously failed to properly report items subject to backup withholding tax, or (d) fails to certify, under penalty of perjury, that such U.S. Holder has furnished its correct U.S. taxpayer identification number and that the IRS has not notified such U.S. Holder that it is subject to backup withholding tax. However, certain exempt persons generally are excluded from these information reporting and backup withholding rules. Backup withholding is not an additional tax. Any amounts withheld under the U.S. backup withholding tax rules will be allowed as a credit against a U.S. Holder's U.S. federal income tax liability, if any, or will be refunded, if such U.S. Holder furnishes required information to the IRS in a timely manner.

The discussion of reporting requirements set forth above is not intended to constitute a complete description of all reporting requirements that may apply to a U.S. Holder. A failure to satisfy certain reporting requirements may result in an extension of the time period during which the IRS can assess a tax, and under certain circumstances, such an extension may apply to assessments of amounts unrelated to any unsatisfied reporting requirement. Each U.S. Holder should consult its own tax advisor regarding the information reporting and backup withholding rules.

THE ABOVE SUMMARY IS NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL TAX CONSIDERATIONS APPLICABLE TO U.S. HOLDERS WITH RESPECT TO THE ACQUISITION, OWNERSHIP, AND DISPOSITION OF SHARES. U.S. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSIDERATIONS APPLICABLE TO THEM IN LIGHT OF THEIR OWN PARTICULAR CIRCUMSTANCES.

F. Dividends and Paying Agents

Not applicable.

G. Statement by Experts

Not applicable.

H. Documents on Display

Any statement in this Annual Report about any of our contracts or other documents is not necessarily complete. If the contract or document is filed as an exhibit to this Annual Report, the contract or document is deemed to modify the description contained in this Annual Report. Readers must review the exhibits themselves for a complete description of the contract or document.

We are subject to the informational requirements of the Exchange Act and file reports and other information with the SEC. The SEC maintains a website that contains reports, proxy and information statements and other information regarding registrants that file electronically with the SEC at http://www.sec.gov.

We are required to file reports and other information with the securities commissions in Canada. You are invited to read and copy any reports, statements or other information, other than confidential filings, that we file with the provincial securities commissions. These filings are also electronically available from the Canadian System for Electronic Document Analysis and Retrieval ("**SEDAR**") (www.sedar.com), the Canadian equivalent of the SEC's electronic document gathering and retrieval system.

Copies of our material contracts are kept at our registered office.

I. Subsidiary Information

Not applicable.

J. Annual Report to Security Holders

Not applicable

ITEM 11 - QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company is exposed in varying degrees to a variety of financial instrument related risks by virtue of its activities. The overall financial risk management program focuses on preservation of capital and protecting current and future Company assets and cash flows by reducing exposure to risks posed by the uncertainties and volatilities of financial markets.

The board of directors of the Company has a responsibility to ensure that an adequate financial risk management policy is established and to approve the policy. The Company's Audit Committee oversees management's compliance with the Company's financial risk management policy.

The fair value of the Company's financial instruments approximates their carrying value unless otherwise noted. The types of risk exposure and the way in which such exposures are managed are as follows:

A. Currency Risk

The Group is exposed to currency risk to the extent that there is a mismatch between the currency that it transacts in and the functional currency. The results of the Group's operations are subject to currency transaction risk and currency translation risk. The operating results and financial position of the Group are reported in USD in the Consolidated Financial Statements.

The availability of foreign exchange and the fluctuation of the USD in relation to other currencies that entities, within the Group, may transact in will consequently have an impact upon the profitability of the Group and may also affect the value of the Group's assets and liabilities. As noted below, the Group has certain financial assets and liabilities denominated in currencies other than the functional currency of the Company. To reduce exposure to currency transaction risk, the Group regularly reviews the currency in which it spends its cash to identify and avoid specific expenditures in currencies that experience inflationary pressures. Further the Group aims to maintain cash and cash equivalents in USD to avoid foreign exchange exposure and to meet short-term liquidity requirements.

B. Sensitivity Analysis

As a result of the Group's monetary assets and liabilities denominated in foreign currencies which is different to the functional currency of the underlying entities, the profit or loss and equity in the underlying entities could be affected by movements between the functional currency and the foreign currency. The table below indicates consolidated monetary assets/ (liabilities) in the Group that have a different functional currency and foreign currency.

	2020 USD'000		2021 USD'000		**2022 USD'000**	
	Functional currency		Functional currency		**Functional currency**	
	ZAR	USD	ZAR	USD	**ZAR**	**USD**
Cash and cash equivalents	59	1,959	59	259	**60**	**259**
Trade and other receivables	-	249	-	2,293	**-**	**2,607**
Trade and other payables	-	(174)	-	(166)	**-**	**(130)**
Term loan	-	408	-	-	**-**	**-**
Overdraft	-	-	-	(887)	**-**	**(5,239)**
	59	2,442	59	1,499	**60**	**(2,503)**

A reasonably possible strengthening or weakening of 5% of the various functional currencies against the foreign currencies would have the following equal or opposite effect on profit or loss before tax for the Group:

	2020 USD'000		2021 USD'000		**2022 USD'000**	
	Functional currency		Functional currency		**Functional currency**	
	ZAR	USD	ZAR	USD	**ZAR**	**USD**
Cash and cash equivalents	3	103	3	40	**3**	**27**
Trade and other receivables	-	12	-	109	**-**	**124**
Trade and other payables	-	(8)	-	(8)	**-**	**(6)**
Term loan	-	19	-	-	**-**	**-**
Overdraft	-	-	-	(42)	**-**	**(249)**
	3	126	3	99	**60**	**(104)**

C. Concentration of Credit Risk

Credit risk is the risk of a financial loss to the Company if a debtor fails to meet its contractual obligation. From 2014, gold sales were made to Fidelity in Zimbabwe and the payment terms stipulated in the service delivery contract have been adhered to in all instances. Trade and other receivables are analyzed in note 22 to the Consolidated Financial Statements and include $7.4 million (2021: $4.5 million; 2020: $1.3 million) due from Fidelity in respect of gold deliveries immediately prior to the close of business at the end of 2022 and $1.0 million (2021: $3.2 million; 2020: $2.3 million) due from the Zimbabwe Government in respect of VAT refunds. The amount due from Fidelity was paid in full after year-end; the outstanding balance at December 31, 2022 reflects a normal balance in the context of the timing of bullion shipments to Fidelity and payments from Fidelity for bullion received. The amount due in respect of the longer-outstanding VAT refunds were within the agreed terms and a portion was also received after year-end.

D. Liquidity Risk

Liquidity risk is the risk that the Group will not be able to meet its financial obligations as they fall due. The Group manages its liquidity risk by ensuring that there is enough cash to meet its likely cash requirements, after taking into account cash flows from operations and the Group's holdings of cash and cash equivalents. The Group believes that these sources will be enough to cover the anticipated cash requirements. Senior management is also actively involved in the review and approval of planned expenditures by regularly monitoring cash flows from operations and anticipated investing and financing activities.

E. Market Risk - Interest Rate Risk

The Group's interest rate risk arises from loans and borrowings, overdraft facility and cash held. The loans and borrowings, overdraft facility and cash held have variable interest rate borrowings. Variable-rate borrowings expose the Group to cash flow interest rate risk. The Group has not entered into interest rate swap agreements.

The Group's assets and (liabilities) exposed to interest rate fluctuations as at year-end are summarized as follows:

	2020	2021	**2022**
Cash and cash equivalents	19,092	**17,152**	**(6,735)**
Overdraft	-	**(887)**	**(5,239)**
Term loan	(408)	**-**	**-**
Loan note payable	-	-	**(7,104)**

Interest rate risk arising is offset by available cash and cash equivalents. The table below summarizes the effect of a change in finance cost on the Group's profit or loss and equity for the year, had the rates charged differed.

	2020	2021	**2022**
Sensitivity analysis – cash and cash equivalents			
Increase in 100 basis points	191	172	**67**
Decrease in 100 basis points	**(191)**	(172)	**(67)**
Sensitivity analysis – overdraft			
Increase in 100 basis points	-	9	**52**
Decrease in 100 basis points	-	(9)	**(52)**
Sensitivity analysis – term loan			
Increase in 100 basis points	**4**	-	-
Decrease in 100 basis points	**(4)**	-	-
Sensitivity analysis – Loan notes payable			
Increase in 100 basis points	-	-	**71**
Decrease in 100 basis points	-	-	**(71)**

F. Market Risk – Gold Price

The value of the Company's mineral properties is related to the price of gold and the outlook for these minerals. In addition, adverse changes in the price of certain key or high cost operating consumables can significantly impair the Company's cash flows.

Gold prices historically have fluctuated widely and are affected by numerous factors outside of the Company's control, including, but not limited to, industrial and retail demand, central bank lending, forward sales by producers and speculators, levels of worldwide production, short-term changes in supply and demand because of speculative hedging activities, and macro-economic variables, and certain other factors related specifically to gold.

The Group regularly monitors its market risk and evaluates the options available.

Sensitivity analysis

A reasonably possible strengthening (weakening) of the gold price will have an impact on the revenue of the Group and the fair value of the gold loan and call option at December 31, 2022. This would have affected the measurement of financial instruments by the amounts as indicated below. This analysis assumes that all other variables remain constant.

An increase or decrease of 5% of the gold price would have the following equal or opposite effect on the derivative financial instruments on December 31:

	2020	2021	**2022**
Consolidated statement of financial position:			
Derivative financial liabilities - Gold loan			
Increase by 5% of the gold price	-	143	**-**
Decrease by 5% of the gold price	-	(143)	**-**
Derivative financial liabilities - call option			
Increase in 100 basis points	-	11	**-**
Decrease in 100 basis points	-	(11)	**-**
Derivative financial liabilities – put option			
Increase in 100 basis points	-	-	-
Decrease in 100 basis points	-	-	**22**

	2020	2021	**2022**
Consolidated statement of profit or loss and other comprehensive income:			
Derivative financial liabilities - Gold loan			
Increase by 5% of the gold price	-	143	**-**
Decrease by 5% of the gold price	-	(143)	**-**
Derivative financial liabilities - call option			
Increase in 100 basis points	-	11	**-**
Decrease in 100 basis points	-	(11)	**-**
Derivative financial liabilities – put option			
Increase in 100 basis points	-	-	-
Decrease in 100 basis points	-	-	**22**

The Group’s revenues had full exposure to the gold price up to December 13, 2022 when the gold put option agreement was concluded (refer note 14.1 of the Consolidated Financial Statements).

ITEM 12 - DESCRIPTION OF SECURITIES OTHER THAN EQUITY SECURITIES

A. to C.

Not Applicable.

D.

The Company does not have securities registered as American Depository Receipts.

PART II

ITEM 13 - DEFAULTS, DIVIDEND ARREARS AND DELINQUENCIES

There has not been a material default in the payment of principal, interest, a sinking or purchase fund installment, or any other material default not cured within thirty days, relating to indebtedness of the Company or any of its significant subsidiaries. There are no payments of dividends by the Company in arrears, nor has there been any other material delinquency relating to any class of preference shares of the Company.

ITEM 14 - MATERIAL MODIFICATIONS TO THE RIGHTS OF SECURITY HOLDERS AND USE OF PROCEEDS

A. to D.

None.

E. Use of Proceeds

Not applicable.

ITEM 15 - CONTROLS AND PROCEDURES

A. Disclosure Controls and Procedures

The Company's Chief Executive Officer ("**CEO**") and Chief Financial Officer ("**CFO**") have evaluated the effectiveness of the design and operation of the Company's disclosure controls and procedures and assessed the design of the Company's internal control over financial reporting as of December 31, 2022. As required by Rule 13(a)-15 under the Exchange Act, in connection with this Annual Report on Form 20-F, under the direction of our CEO and CFO, we have evaluated our disclosure controls and procedures as of December 31, 2022, and we have concluded our disclosure controls and procedures were effective as at December 31, 2022.

B. Management's annual report on internal control over financial reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Internal control over financial reporting has been designed to provide reasonable assurance with respect to the reliability of financial reporting and the presentation of financial statements for external purposes in accordance with IFRS. A control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that the control system's objectives will be met. Further, the design of a control system must reflect the fact that there are resource constraints. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within our Company have been detected.

As of the date of this filing, we have in place controls and procedures to maintain appropriate segregation of duties in our manual and computer-based business processes that we believe are appropriate for a company of our size and extent of business transactions. Under the supervision and with the participation of the CEO and CFO, management assessed the effectiveness of the Company's internal control over financial reporting as of December 31, 2022. In making their assessment, management used the control objectives established in the 2013 Committee of Sponsoring Organizations of the Treadway Commission ("**COSO**") framework. Based upon that assessment and those criteria, management concluded that the Company's internal control over financial reporting was effective as of December 31, 2022.

C. Attestation report of registered public accounting firm

This Annual Report does not include an attestation report of our registered public accounting firm regarding internal control over financial reporting. Management's report was not subject to attestation by our registered public accounting firm as we qualify as an "emerging growth company" under section 3(a) of the Exchange Act (as amended by the JOBS Act, enacted on April 5, 2012), and are therefore exempt from the attestation requirement.

D. Changes in internal controls over financial reporting

There were no changes in the Company's internal controls over financial reporting identified in connection with the evaluation required by paragraph (d) of 17 CFR 240.13a-15 or 240.15d-15 that occurred during the period covered by this Annual Report that has materially affected, or is reasonably likely to materially affect, the issuer's internal control over financial reporting.

ITEM 16 - [RESERVED]

ITEM 16A - AUDIT COMMITTEE FINANCIAL EXPERT

Caledonia's board of directors has determined that the three members of its Audit Committee are considered independent as defined under Canadian National Instrument 52-110 and as defined under Section 803 of the NYSE American LLC Company Guide and Exchange Act Rule 10A-3 (as such definitions may be modified or supplemented) and considered to be financially literate as such terms are defined under Canadian National Instrument 52-110, and one of the members can be considered to be a financial expert as defined in Item 407(d)(5) of Regulation S-K under the Exchange Act. The financial expert serving on the Audit Committee is Mr. J. Holtzhausen, whose experience is disclosed in this Annual Report under Item 6.A "Directors and Senior Management". Messrs. J. Holtzhausen, J. Kelly and G. Wildschutt are all independent directors under the applicable rules.

The SEC has indicated that the designation of an audit committee financial expert does not make that person an "expert" for any purpose, impose any duties, obligations, or liability on that person that are greater than those imposed on members of the Audit Committee and board of directors who do not carry this designation, or affect the duties, obligations, or liabilities of any other member of the Audit Committee.

ITEM 16B - CODE OF ETHICS

On November 8, 2016 the registrant's board of directors approved in principle, and the Company formally adopted on March 7, 2017, a revised code of business conduct, ethics and anti-bribery policy that applies to the registrant's directors, CEO, CFO, principal accounting officer or controller, or persons performing similar functions, and all other employees and contractors. The code was further revised and the most recent updated version was adopted on November 10, 2020.

The text of this code is available on the Company's website (www.caledoniamining.com/index.php/aboutus/corporate-governance).

The Company has not granted any waiver from the Code of Ethics to the CEO, CFO, principal accounting officer or controller, or persons performing similar functions during the fiscal year ended December 31, 2022.

ITEM 16C - PRINCIPAL ACCOUNTANT FEES AND SERVICES

The following table sets forth the aggregate fees billed by our external auditors, BDO South Africa Incorporated, Johannesburg, Gauteng, South Africa (PCAOB ID 1368), unless stated otherwise, for the years indicated:

	(1)(2)2020	(1)(2)2021	**(1)(2)2022**
Audit fees	255,553	282,888	**254,772**
Audit – related fees	-	-	-
Tax fees	-	-	-
All other fees	38,191	12,715	**4,172**
TOTAL	293,744	295,603	**258,944**

Notes:

(1) Prior to the start of the audit process, Caledonia's Audit Committee receives an estimate of the costs from its auditors and reviews such costs for their reasonableness. After their review and pre-approval of the fees, the Audit Committee recommends to the board of directors whether to accept the estimated audit fees given by the auditors.

(2) Represents fees billed by BDO South Africa Incorporated

ITEM 16D - EXEMPTIONS FROM THE LISTING STANDARDS FOR AUDIT COMMITTEES

Not applicable.

ITEM 16E - PURCHASES OF EQUITY SECURITIES BY THE ISSUER AND AFFILIATED PURCHASERS

Not applicable.

ITEM 16F - CHANGE IN REGISTRANT'S CERTIFYING ACCOUNTANT

None.

ITEM 16G - CORPORATE GOVERNANCE

Because our securities are listed on NYSE American, being a national securities exchange in the United States, we are subject to the corporate governance requirements set out in the NYSE American LLC Company Guide. We are also subject to a variety of corporate governance guidelines and requirements enacted by the jurisdictions and exchanges in which we operate our business and on which our securities are traded. We incorporate a mix of corporate governance best practices to ensure that our corporate governance complies in all material respects with the requirements of the jurisdictions in which we operate and the exchanges on which our securities are traded. The Company has also adopted the UK's Quoted Companies Alliance Corporate Governance Code and discloses on its website how it satisfies the ten principles of the Code.

Section 110 of the NYSE American Company Guide permits NYSE American to consider the laws, customs and practices of foreign issuers, and to grant exemptions from NYSE American listing criteria based on these considerations. A company seeking relief under these provisions is required to provide a written certification from independent local counsel that the non-complying practice is not prohibited by home country law. A description of the significant ways in which the Company's governance practices differ from those followed by domestic companies pursuant to NYSE American standards is as follows:

Shareholder Meeting Quorum Requirement: the NYSE American Company Guide specifies a quorum requirement of at least 33-1/3% of the shares issued and outstanding and entitled to vote for meetings of a listed company's shareholders. The Company's quorum requirements for shareholder meetings, as set forth in the Articles, are two members entitled to vote at the meeting present in person or by proxy together holding or representing by proxy not less than five percent of the issued shares of the Company. The Company's quorum requirement as set forth in the Articles is not prohibited by, and does not contravene, the Companies Law.

Proxy Delivery Requirement: the NYSE American requires the solicitation of proxies and delivery of proxy statements for all shareholder meetings and requires that these proxies be solicited pursuant to a proxy statement that conforms to SEC proxy rules. The Company is a "foreign private issuer" as defined in Rule 3b-4 under the Exchange Act, and the equity securities of the Company are accordingly exempt from the proxy rules set forth in Sections 14(a), 14(b), 14(c) and 14(f) of the Exchange Act. The Company complies with the applicable rules and regulations in Jersey.

Shareholder Approval of Certain Transactions: Section 712(b) of the NYSE American Company Guide provides that shareholder approval is required for approval of applications to list additional shares when additional shares will be issued in connection with a transaction where the present or potential issuance of common stock, or securities convertible into common stock, could result in an increase in outstanding common shares of 20% or more. There is no equivalent Jersey statutory legal requirement for shareholder approval where the present or potential issuance of common stock, or securities convertible into common stock, could result in an increase in outstanding common shares of 20% or more, nor is an equivalent requirement imposed by the Company's articles of association. The Company complies with the applicable rules and regulations in Jersey.

In addition, the Company may from time-to-time seek relief from NYSE American corporate governance requirements on specific transactions under Section 110 of the NYSE American Company Guide by providing written certification from independent local counsel that the non-complying practice is not prohibited by our home country law, in which case, the Company shall make the disclosure of such transactions available on its website at http://www.caledoniamining.com. Information contained on the Company's website is not part of this Form 20-F.

ITEM 16H - MINE SAFETY DISCLOSURE

Pursuant to Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, issuers that are operators, or that have a subsidiary that is an operator, of a coal or other mine in the United States are required to disclose in their periodic reports filed with the SEC information regarding specified health and safety violations, orders and citations, related assessments and legal actions, and mining-related fatalities with respect to mining operations and properties in the United States that are subject to regulation by the Federal Mine Safety and Health Administration ("**MSHA**") under the Federal Mine Safety and Health Act of 1977 (the "Mine Act"). During the year ended December 31, 2022, the Company had no mines in the United States that were subject to regulation by the MSHA under the Mine Act.

ITEM 16I - DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

Not applicable.

ITEM 16J – INSIDER TRADING POLICIES

Not applicable.

PART III

ITEM 17 - FINANCIAL STATEMENTS

See Item 18.

ITEM 18 - FINANCIAL STATEMENTS

The Consolidated Financial Statements and schedules appear on pages F-1 through F-71 of this Annual Report and are incorporated herein by reference. Our audited financial statements as prepared by our management and approved by the board of directors include:

Consolidated Statements of Profit or Loss and Other Comprehensive Income
Consolidated Statements of Financial Position
Consolidated Statements of Changes in Equity
Consolidated Statements of Cash Flows
Notes to the Consolidated Financial Statements

All the above statements are available on the Company's website at www.caledoniamining.com or under the Company's profile on the System for Electronic Document Analysis and Retrieval ("**SEDAR**") at www.sedar.com

ITEM 19 - EXHIBITS

Financial Statements

Description	Page
Consolidated Financial Statements and Notes	F-1- F-71

Exhibit List

Exhibit No.	Name
1.1	Articles of Association (incorporated herein by reference to Exhibit 1.1 to the Registrant's Annual Report on Form 20-F filed with the SEC on March 31, 2016)
2.1	Description of Registered Securities (incorporated herein by reference as Exhibit 2.1 of the Registrant's Annual Report on Form 20-F filed with the SEC on March 29, 2021)
2.2	Loan Note Instrument up to US$7,250,000 guaranteed loan notes 2022 (Motapa)
2.3	Loan Note Instrument for the US$12,000,000 guaranteed loan notes 2022 (Solar Plant)
4.1	2015 Omnibus Equity Incentive Compensation Plan (revised 2020) (incorporated herein by reference as Exhibit 4.1 of the Registrant's Annual Report on Form 20-F filed with the SEC on March 29, 2021)
4.2	Employment contracts/executive employment agreements (incorporated herein by reference to Exhibit 4.2 to the Registrant's Annual Report on Form 20-F filed with the SEC on March 31, 2017)
4.3	Share Subscription Agreements – Blanket Mine (incorporated herein by reference to Exhibit 15.4 to the Registrant's Annual Report on Form 20-F filed with the SEC on March 31, 2015)
4.4	Addendum to share subscription agreements – FREMIRO, GCSOT, NIEEF, BETS (incorporated herein by reference to Exhibit 4.4 of the Registrant's Annual Report on Form 20-F filed with the SEC on April 2, 2018)
4.5	Share Purchase Agreement by and between the Company and Fremiro, dated November 6, 2018 (incorporated herein by reference to Exhibit 4.5 of the Registrant's Annual Report on Form 20-F filed with the SEC on March 28, 2019)
4.6	January 11, 2019 PU award agreement and addendum example (incorporated herein by reference as Exhibit 4.6 of the Registrant's Annual Report on Form 20-F filed with the SEC on March 28, 2019)
4.7	January 19, 2020 RSU and PU award agreement example (incorporated herein by reference as Exhibit 4.7 of the Registrant's Annual Report on Form 20-F filed with the SEC on March 31, 2020)

Exhibit No.	Name
4.8	January 11, 2021 PU award agreement example (incorporated herein by reference as Exhibit 4.8 of the Registrant's Annual Report on Form 20-F filed with the SEC on March 29, 2021)
4.9	Mining Lease (incorporated herein by reference to Exhibit 4.9 of the registrant's Annual Report on Form 20-F filed with the SEC on March 31, 2020)
4.10	January 24, 2022 PU award agreement example (incorporated herein by reference to Exhibit 4.10 of the registrant's Annual Report on Form 20-F filed with the SEC on May 17, 2022)
4.11	Addendum to Award Agreement dated January 24, 2022 (incorporated herein by reference to Exhibit 4.11 of the registrant's Annual Report on Form 20-F filed with the SEC on May 17, 2022)
4.12	Agreement of Sale – Maligreen Mining Claims (incorporated herein by reference to Exhibit 4.12 of the registrant's Annual Report on Form 20-F filed with the SEC on May 17, 2022)
4.13	Agreement for the sale and purchase of the share capital of Bilboes Gold; and amendment agreement in relation to the issue of Consideration Shares under the sale and purchase agreement for the share capital of Bilboes Gold Limited
4.14	Deeds of Amendment in respect of a sale and purchase agreement for the sale and purchase of the share capital of Bilboes Gold Limited
4.15	Net Smelter Returns Royalty Deed
4.16	Share Purchase Agreement between Bulawayo Mining Company Limited and the Company (Motapa)
4.17	Placing Agreement (placing of securities in the Company on AIM and VFEX in March and April 2023)
4.18	April 7, 2022 PUs award agreement example
4.19	April 7, 2022 EPUs award agreement example
8.1	List of Caledonia Mining Corporation Plc group entities
12.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
12.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
13.1	Certification of Chief Executive Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
13.2	Certification of Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
15.1	Consent of BDO South Africa Incorporated
15.2	Consent of Uwe Engelmann
15.3	Consent of Daniel (Daan) van Heerden
15.4	S-K 1300 Technical Report Summary on the Blanket Gold Mine, Zimbabwe, with an effective date of December 31, 2022
15.5	S-K 1300 Technical Report Summary on the Maligreen Gold Project, Zimbabwe, with an effective date of December 31, 2022
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Taxonomy Extension Schema Document
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File

SIGNATURES

The Registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and has duly caused and authorized the undersigned to sight this Annual Report on its behalf.

CALEDONIA MINING CORPORATION PLC.

Date: April 28, 2023

By: /s/ Chester Goodburn
Name: Chester Goodburn
Title: Chief Financial Officer

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52 Corlett Drive
Illovo, 2196

Private Bag X60500
Houghton, 2041
South Africa

Report of Independent Registered Public Accounting Firm

Shareholders and Board of Directors
Caledonia Mining Corporation Plc
St Helier, Jersey Channel Islands

Opinion on the Consolidated Financial Statements

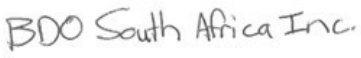
We have audited the accompanying consolidated statements of financial position of Caledonia Mining Corporation Plc (the "Company") as of December 31, 2022 and 2021, the related consolidated statements of profit or loss and other comprehensive income, statements of changes in equity, and cash flows for each of the three years in the period ended December 31, 2022, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, in conformity with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) ("PCAOB") and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.



BDO South Africa Inc.

We have served as the Group's auditor since year 2018.

BDO South Africa Incorporated
Wanderers Office Park
52 Corlett Drive
Illovo, 2196

April 28, 2023

BDO South Africa Incorporated
Registration number: 1995/002310/21
Practice number: 905526
VAT number: 4910148685

Chief Executive Officer: B Mokoena

A full list of all company directors is available on www.bdo.co.za
The company's principal place of business is at 22 Wellington Road, Parktown, Johannesburg, where a list of directors' names is available for inspection. BDO South Africa Incorporated, a South African personal liability company, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

Caledonia Mining Corporation Plc
Consolidated statements of profit or loss and other comprehensive income
(in thousands of United States Dollars, unless indicated otherwise)

For the years ended December 31	***Note***	**2022**	2021	2020
Revenue	*8*	**142,082**	121,329	100,002
Royalty		**(7,124)**	(6,083)	(5,007)
Production costs	*9*	**(62,998)**	(53,126)	(43,711)
Depreciation	*17*	**(10,141)**	(8,046)	(4,628)
Gross profit		**61,819**	54,074	46,656
Other income		**60**	46	4,765
Other expenses	*10*	**(11,782)**	(7,136)	(5,315)
Administrative expenses	*11*	**(11,941)**	(9,091)	(7,997)
Cash-settled share-based expense	*12.1*	**(609)**	(477)	(1,413)
Equity-settled share-based expense	*12.2*	**(484)**	–	–
Net foreign exchange gain	*13*	**4,411**	1,184	4,305
Net derivative financial instrument expense	*14*	**(1,198)**	(240)	(266)
Operating profit		**40,276**	38,360	40,735
Finance income	*15*	**17**	14	62
Finance cost	*15*	**(657)**	(375)	(367)
Profit before tax		**39,636**	37,999	40,430
Tax expense	*16*	**(16,770)**	(14,857)	(15,173)
Profit for the year		**22,866**	23,142	25,257
Other comprehensive loss				
Items that are or may be reclassified to profit or loss				
Exchange differences on translation of foreign operations		**(462)**	(531)	(173)
Total comprehensive income for the year		**22,404**	22,611	25,084
Profit attributable to:				
Owners of the Company		**17,903**	18,405	20,780
Non-controlling interests	*27*	**4,963**	4,737	4,477
Profit for the year		**22,866**	23,142	25,257
Total comprehensive income attributable to:				
Owners of the Company		**17,441**	17,874	20,607
Non-controlling interests	*27*	**4,963**	4,737	4,477
Total comprehensive income for the year		**22,404**	22,611	25,084
Earnings per share				
Basic earnings per share ($)	*26*	**1.36**	1.49	1.73
Diluted earnings per share ($)	*26*	**1.35**	1.48	1.73

The accompanying notes on pages 8 to 71 are an integral part of these consolidated financial statements.

On behalf of the Board: “J.M. Learmonth”- Chief Executive Officer and “C.O. Goodburn”- Chief Financial Officer.

Caledonia Mining Corporation Plc
Consolidated statements of financial position
(in thousands of United States Dollars, unless indicated otherwise)

As at December 31	***Note***	**2022**	2021
Assets			
Property, plant and equipment	*17*	**178,983**	149,102
Exploration and evaluation asset	*18*	**17,579**	8,648
Deferred tax asset	*16*	**202**	194
Total non-current assets		**196,764**	157,944
Inventories	*20*	**18,334**	20,812
Derivative financial assets	*14.1*	**440**	–
Income tax receivable	*16*	**40**	101
Prepayments	*21*	**3,693**	6,930
Trade and other receivables	*22*	**9,185**	7,938
Cash and cash equivalents	*23*	**6,735**	17,152
Total current assets		**38,427**	52,933
Total assets		**235,191**	210,877
Equity and liabilities			
Share capital	*24*	**83,471**	82,667
Reserves	*25*	**137,801**	137,779
Retained loss		**(50,222)**	(59,150)
Equity attributable to shareholders		**171,050**	161,296
Non-controlling interests	*27*	**22,409**	19,260
Total equity		**193,459**	180,556
Liabilities			
Provisions	*28*	**2,958**	3,294
Deferred tax liabilities	*16*	**5,123**	8,034
Cash-settled share-based payment	*12.1*	**1,029**	974
Lease liabilities	*19*	**181**	331
Total non-current liabilities		**9,291**	12,633
Cash-settled share-based payment	*12.1*	**1,188**	2,053
Lease liabilities	*19*	**132**	134
Derivative financial liabilities	*14.2*	–	3,095
Income tax payable	*16*	**1,324**	1,562
Trade and other payables	*29*	**17,454**	9,957
Loan notes payable	*30*	**7,104**	–
Overdraft	*23*	**5,239**	887
Total current liabilities		**32,441**	17,688
Total liabilities		**41,732**	30,321
Total equity and liabilities		**235,191**	210,877

The accompanying notes on pages 8 to 71 are an integral part of these consolidated financial statements.

Caledonia Mining Corporation Plc

Consolidated statements of changes in equity

For the years ended December 31,

(in thousands of United States Dollars, unless indicated otherwise)

	Note	Share capital	Foreign currency translation reserve	Contributed surplus	Equity-settled share-based payment reserve	Retained loss	Total	Non-controlling interests (NCI)	Total equity
Balance January 1, 2020		56,065	(8,621)	132,591	16,760	(88,380)	108,415	16,302	124,717
Transactions with owners:									
Dividends declared	*33*	-	-	-	-	(3,887)	(3,887)	(655)	(4,542)
Shares issued:									
- share-based payment	*12.1*	216	-	-	-	-	216	-	216
- Options exercised		30	-	-	-	-	30	-	30
- Equity raise (net of transaction cost)		12,538	-	-	-	-	12,538	-	12,538
- Blanket shares purchased from Fremiro	*6*	5,847	-	-	(2,247)	-	3,600	(3,600)	-
Total comprehensive income:									
Profit for the year		-	-	-	-	20,780	20,780	4,477	25,257
Other comprehensive loss for the year		-	(173)	-	-	-	(173)	-	(173)
Balance December 31, 2020		74,696	(8,794)	132,591	14,513	(71,487)	141,519	16,524	158,043
Transactions with owners:									
Dividends declared	*33*	-	-	-	-	(6,068)	(6,068)	(2,001)	(8,069)
Shares issued:									
- Options exercised	*24*	165	-	-	-	-	165	-	165
- Equity raise (net of transaction cost)	*24*	7,806	-	-	-	-	7,806	-	7,806
Total comprehensive income:									
Profit for the year		-	-	-	-	18,405	18,405	4,737	23,142
Other comprehensive loss for the year		-	(531)	-	-	-	(531)	-	(531)
Balance at December 31, 2021		82,667	(9,325)	132,591	14,513	(59,150)	161,296	19,260	180,556

Caledonia Mining Corporation Plc

Consolidated statements of changes in equity (continued)

For the years ended December 31,

(in thousands of United States Dollars, unless indicated otherwise)

	Note	Share capital	Foreign currency translation reserve	Contributed surplus	Equity-settled share-based payment reserve	Retained loss	Total	Non-controlling interests (NCI)	Total equity
Balance at December 31, 2021		82,667	(9,325)	132,591	14,513	(59,150)	161,296	19,260	180,556
Transactions with owners:									
Dividends declared	*33*	**-**	**-**	**-**	**-**	**(8,975)**	**(8,975)**	**(1,814)**	**(10,789)**
Share-based payments:									
- Shares issued on settlement of incentive plan Awards	*12.1*	**804**	**-**	**-**	**-**	**-**	**804**	**-**	**804**
- Equity-settled share-based expense	*12.2*	**-**	**-**	**-**	**484**	**-**	**484**	**-**	**484**
Total comprehensive income:									
Profit for the year		**-**	**-**	**-**	**-**	**17,903**	**17,903**	**4,963**	**22,866**
Other comprehensive loss for the year		**-**	**(462)**	**-**	**-**	**-**	**(462)**	**-**	**(462)**
Balance at December 31, 2022		**83,471**	**(9,787)**	**132,591**	**14,997**	**(50,222)**	**171,050**	**22,409**	**193,459**
	Note	24	25	25	25			27	

The accompanying notes on pages 8 to 71 are an integral part of these consolidated financial statements.

Caledonia Mining Corporation Plc
Consolidated statements of cash flows
For the years ended December 31,
(in thousands of United States Dollars, unless indicated otherwise)

	Note	**2022**	2021	2020
Cash generated from operations	31	**49,657**	38,703	37,967
Interest received		**17**	14	56
Net finance costs paid		**(192)**	(388)	(405)
Tax paid	16	**(6,866)**	(7,426)	(6,656)
Net cash generated from operating activities		**42,616**	30,903	30,962
Cash flows used in investing activities				
Acquisition of property, plant and equipment		**(41,495)**	(32,112)	(25,081)
Acquisition of exploration and evaluation assets		**(2,596)**	(5,717)	(2,759)
Proceeds from sale of assets held for sale		–	500	–
Proceeds from (purchase of) derivative financial assets		–	1,066	(1,058)
Proceeds from disposal of subsidiary		–	340	900
Acquisition of Put options	14.1	**(478)**	–	–
Net cash used in investing activities		**(44,569)**	(35,923)	(27,998)
Cash flows from financing activities				
Dividends paid		**(8,906)**	(8,069)	(4,542)
Term loan repayments		–	(361)	(574)
(Repayment of) proceeds from gold loan	14.2	**(3,698)**	2,752	–
Proceeds from Call options	14.2	**240**	208	–
Payment of lease liabilities	19	**(150)**	(129)	(118)
Shares issued – equity raise (net of transaction cost)	24	–	7,806	12,538
Proceeds from share options exercised	24	–	165	30
Net cash (used in) from financing activities		**(12,514)**	2,372	7,334
Net (decrease) increase in cash and cash equivalents		**(14,467)**	(2,648)	10,298
Effect of exchange rate fluctuations on cash and cash equivalents		**(302)**	(179)	(99)
Net cash and cash equivalents at the beginning of the year		**16,265**	19,092	8,893
Net cash and cash equivalents at the end of the year	23	**1,496**	16,265	19,092

The accompanying notes on pages 8 to 71 are an integral part of these consolidated financial statements.

1 Reporting entity

Caledonia Mining Corporation Plc ("Caledonia" or the "Company") is a company domiciled in Jersey, Channel Islands. The Company's registered office address is B006 Millais House, Castle Quay, St Helier, Jersey, Channel Islands.

These consolidated financial statements of the Company and its subsidiaries (the "Group") comprise the consolidated statements of financial position as at December 31, 2022 and 2021, the consolidated statements of profit or loss and other comprehensive income, changes in equity and cash flows for each of the years ended December 31, 2022, 2021 and 2020, disclosure notes, significant accounting policies and other explanatory information. The Group's primary involvement is in the operation of a gold mine and the exploration and development of mineral properties for precious metals.

Caledonia's shares are listed on the NYSE American LLC stock exchange (symbol – "CMCL"). Depository interests in Caledonia's shares are admitted to trading on AIM of the London Stock Exchange plc (symbol – "CMCL"). Caledonia listed on the Victoria Falls Stock Exchange ("VFEX") (symbol – "CMCL") on December 2, 2021. Caledonia voluntary delisted from the Toronto Stock Exchange (the "TSX") on June 19, 2020. After the delisting the Company remains a Canadian reporting issuer and has to comply with Canadian securities laws until it demonstrates that Canadian shareholders represent less than 2% of issued share capital.

2 Basis of preparation

i) Statement of compliance

The consolidated financial statements have been prepared on a going concern basis, in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

The consolidated financial statements were approved for issue by the Board of Directors on March 24, 2023.

ii) Basis of measurement

The consolidated financial statements have been prepared on the historical cost basis except for:

- cash-settled share-based payment arrangements measured at fair value on grant and re-measurement dates;
- equity-settled share-based payment arrangements measured at fair value on the grant date; and
- derivative financial assets and derivative financial liabilities measured at fair value.

iii) Functional currency

The consolidated financial statements are presented in United States Dollars ("$" or "US Dollars" or "USD"), which is also the functional currency of the Company. All financial information presented in US Dollars has been rounded to the nearest thousand, unless indicated otherwise. Refer to note 13 for changes to Zimbabwean real-time gross settlement, bond notes or bond coins ("RTGS$") and its effect on the consolidated statement of profit or loss and other comprehensive income.

3 Use of accounting assumptions, estimates and judgements

In preparing these consolidated financial statements, management has made accounting assumptions, estimates and judgements that affect the application of the Group's accounting policies and the reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates. Estimates and underlying assumptions are reviewed on an ongoing basis. Changes in estimates are recognised prospectively.

(a) Estimation uncertainties
i) Depreciation of property, plant and equipment

Depreciation on mine development, infrastructure and other assets in the production phase is computed on the units-of-production method over the life-of-mine based on the estimated quantities of reserves (proven and probable) and resources (measured, indicated and inferred), which are planned to be extracted in the future from known mineral deposits. Where mine development, infrastructure and other assets have a shorter useful life than the life-of-mine, they are depreciated over their useful life. Confidence in the existence, commercial viability and economical recovery of reserves and resources included in the life-of-mine may be based on historical experience and available geological information. This is in addition to the drilling results obtained by the Group and management's knowledge of the geological setting of the surrounding areas, which would enable simulations and extrapolations to be done with a sufficient degree of accuracy. In instances where management is able to demonstrate the economic recovery of resources with a high level of confidence, such additional resources, are included in the calculation of depreciation.

Other items of property, plant and equipment are depreciated as described in note 4(i)(iii).

ii) Mineral reserves and resources

Mineral reserves and resources are estimates of the amount of product that can be economically and legally extracted. In order to calculate the reserves and resources, estimates and assumptions are required about a range of geological, technical and economic factors, including but not limited to quantities, grades, production techniques, recovery rates, production costs, transport costs, commodity prices and exchange rates. Estimating the quantity and grade of mineral reserves and resources requires the size, shape and depth of orebodies to be determined by analysing geological data such as the logging and assaying of drill samples. This process may require complex and difficult geological assumptions and calculations to interpret the data. Estimates of mineral reserves and resources may change due to the change in economic assumptions used to estimate mineral reserves and resources and due to additional geological data becoming available during the course of operations.

The Group estimates its reserves (proven and probable) and resources (measured, indicated and inferred) based on information compiled by a Qualified Person in terms of the Canadian National Instrument 43-101 – Standards of Disclosure for Mineral Projects ("NI 43-101") relating to geological and technical data of the size, depth, shape and grade of the ore body and suitable production techniques and recovery rates. Such an analysis requires geological and engineering assumptions to interpret the data. These assumptions include:

- correlation between drill-holes intersections where multiple reefs intersect;
- continuity of mineralization between drill-hole intersections within recognised reefs; and
- appropriateness of the planned mining methods.

3 Use of accounting assumptions, estimates and judgements (continued)

(a) Assumptions and estimation uncertainties (continued)
ii) Mineral reserves and resources (continued)

The Group estimates and reports reserves and resources in accordance with NI 43-101 and the Canadian Institute of Mining, Metallurgy and Petroleum (the "CIM") – CIM Definition Standards for Mineral Resources and Mineral Reserves. Complying with the CIM code, NI 43-101 requires the use of reasonable assumptions to calculate the recoverable resources. These assumptions include:

- the gold price based on current market price and the Group's assessment of future prices;
- estimated future on-mine costs, sustaining and non-sustaining capital expenditures;
    - cut-off grade;
- dimensions and extent, determined both from drilling and mine development, of ore bodies; and
- planned future production from measured, indicated and inferred resources.

Changes in reported reserves and resources may affect the Group's financial results and position in several ways, including the following:

- asset carrying values may be affected due to changes in the estimated cash flows (i.e. Impairment);
- depreciation and amortisation charges to profit or loss may change as these are calculated on the unit-of production method or where useful lives of an asset change; and
- decommissioning, site restoration and environmental provisions and resources which may affect expectations about the timing or cost of these activities.

All Mineral Resources and Reserves are categorised and reported in compliance with the definitions embodied in the CIM Definition Standards as incorporated into the NI 43-101, and Mineral Resources are reported inclusive of Mineral Reserves. Inferred Mineral Resources are not converted to Mineral Reserves.

Inferred Mineral Resources are considered in the LoMP to the extent that they are required in accessing, by development infrastructure, the Measured and Indicated Mineral Resources. In addition geological continuity is modelled, whilst grade continuity is continually upgraded by drilling of the Inferred Mineral Resources at depth, and where these Mineral Resources are above the cut-off, economically viable and of sufficient confidence, will be upgraded and form part of eventual extraction and as a result are included in the calculation of depreciation. Refer to note 17 for the evaluation of the cut-off.

Mineral Resources are sub-divided, in order of increasing geological confidence, into Inferred, Indicated and Measured categories. An Inferred Mineral Resource has a lower level of confidence than that applied to an Indicated Mineral Resource. An Indicated Mineral Resource has a higher level of confidence than an Inferred Mineral Resource but has a lower level of confidence than a Measured Mineral Resource.

Mineral Resources in the Measured and Indicated Mineral Resource classifications have been converted into Proven and Probable Mineral Reserves respectively, by applying the applicable modifying factors and reasonable prospects of economic extraction.

3 Use of accounting assumptions, estimates and judgements (continued)

(a) Assumptions and estimation uncertainties (continued)
iii) Impairment

Non-financial assets

When assessing impairment indicators at a Group level or at a CGU level requires the use of assumptions to calculate the value in use. The assumptions used include:

- the future estimated gold price;
- future estimated on-mine costs, sustaining and non-sustaining capital expenditures;
- cut-off grade;
- dimensions and extent, determined both from drilling and mine development of ore bodies;
- planned future production from measured, indicated and inferred resources;
- the weighted average cost of capital;
- the discount rate; and
- future inflation.

Changes in reported resources may affect the Group's financial results and position in several ways, including the following:

- asset carrying values may be affected due to changes in the estimated value in use(i.e. Impairment);
- depreciation charges to profit or loss may change as these are calculated on the unit-of production method or where useful lives of an asset change; and
- decommissioning, site restoration and environmental provisions and resources which may affect expectations about the timing and cost of decommissioning.

Non-derivative financial assets

Loss given default is an estimate of the loss arising on default. It is based on the expected shortfalls in contractual cash flows. The Group uses a provision matrix to calculate the probability of default, which includes historical data, assumptions and expectations of future conditions.

iv) Share-based payment transactions

Equity-settled share-based payment arrangements

The Group measures the cost of equity-settled share-based payment transactions with employees, directors and Blanket's indigenous shareholders (refer to note 6) by reference to the fair value of the equity instruments on the date at which they are granted. Estimating fair value for share-based payment transactions requires determining the appropriate valuation model and considering the terms and conditions of the grant. This estimate also requires determining the most appropriate inputs to the valuation model, including the expected life of the share option, volatility and dividend yield.

Where the Company granted the counterparty to a share-based payment award the choice of settlement in cash or shares, the equity component is measured as the difference between the fair value of the goods and services and the fair value of the cash-settled share-based payment liability at the date when the goods and services are received at the measurement date. For transactions with employees, the equity component is zero.

3 Use of accounting assumptions, estimates and judgements (continued)

(a) Assumptions and estimation uncertainties (continued)
iv) Share-based payment transactions (continued)

Option pricing models require the input of assumptions, including the expected price volatility. Changes in the subjective input assumptions can materially affect the fair value estimate. Therefore, the existing models may not necessarily provide a reliable single measure of the fair value of the Group's share options.

Additional information about significant assumptions and estimates used to determine the fair value of equity- settled share-based payment transactions are disclosed in note 12.2.

Cash-settled share-based payment arrangements

The fair value of the amount payable to employees regarding share-based awards that will be settled in cash is recognised as an expense with a corresponding increase in liabilities over the period over which the employee becomes unconditionally entitled to payment. The liability is re-measured at each reporting date. Any change in the fair value of the liability is recognised in profit or loss.

Additional information about significant assumptions and estimates used to determine the fair value of cash-settled share-based payment transactions are disclosed in note 12.1.

v) Taxes

Significant assumptions and estimates are required in determining the provision for income taxes. There are many transactions and calculations undertaken during the ordinary course of business for which the ultimate tax determination is uncertain. In 2019 the Zimbabwe Revenue Authority ("ZIMRA") issued Public Notice 26 ("PN26") effective from February 22, 2019. PN26 provided clarity on the interpretation of Section 4 (a) of the Finance Act [Chapter 23.04] of Zimbabwe, which requires a company earning taxable income to pay tax in the same or other specified currency that the income is earned. PN 26 clarifies that the calculation of taxable income be expressed in RTGS$ and that the payment of the tax payable, determined in RTGS$, be paid in the ratio of turnover earned. The application of PN26 resulted in a significant reduction in the deferred tax liability and the Group recorded the best estimate of the tax liability. The clarification of PN26 was applied prospectively from the 2019 year.

Management believes they have adequately provided for the probable outcome of tax related matters; however, the final outcome or future outcomes anticipated in calculating the tax liabilities may result in a materially different outcome than the amount included in the tax liabilities. In addition, the Group further makes assumptions and estimates when recognising deferred tax assets relating to tax losses carried forward to the extent that there are sufficient future taxable temporary differences (deferred tax liabilities) relating to the same taxation authority and the same taxable entity against which the unused tax losses may be utilised or sufficient estimated future taxable income against which the losses can be utilised.

vi) Blanket mine's indigenisation transaction

The initial indigenisation transaction and modifications to the indigenisation transaction of Blanket Mine (1983) (Private) Limited ("Blanket Mine") required management to make significant assumptions and estimates which are explained in note 6.

3 Use of accounting assumptions, estimates and judgements (continued)

(a) Assumptions and estimation uncertainties (continued)

vii) Exploration and evaluation ("E&E") assets

The Group also makes assumptions and estimates regarding the possible impairment of E&E assets by evaluating whether it is likely that future economic benefits will flow to the Group, which may be based on assumptions about future events or circumstances. Assumptions and estimates made may change if new information becomes available. If information becomes available suggesting that the recovery of expenditures is unlikely, the amount capitalised is written off in profit or loss in the period the new information becomes available. The recoverability of the carrying amount of exploration and evaluation assets depends on the availability of sufficient funding to bring the properties into commercial production, the price of the products to be recovered and the undertaking of profitable mining operations. As a result of these uncertainties, the actual amount recovered may vary significantly from the carrying amount. Refer to note 4(j) for the accounting policy on E&E assets.

viii) Site restoration provision

The site restoration provision has been calculated for the Blanket Mine based on an independent analysis of the rehabilitation costs as performed in 2021. Assumptions and estimates are made when determining the inflationary effect on current restoration costs and the discount rate to be applied in arriving at the present value of the provision where the time value of money effect is significant. Assumptions, based on the current economic environment, have been made that management believes are a reasonable basis for estimating the future liability. These estimates take into account any material changes to the assumptions that occur when reviewed by management. Estimates are reviewed annually and are based on current regulatory requirements. Significant changes in estimates of contamination, restoration standards and techniques will result in changes to the provision from period to period. Actual rehabilitation costs will ultimately depend on future market prices for the rehabilitation. The final cost of the currently recognised site rehabilitation provision may be higher or lower than currently provided for (refer to note 28).

(b) Judgements

Judgement is required when assessing whether the Group controls an entity or not. Controlled entities are consolidated. Further information is given in notes 4(a) and 5.

For judgement applied to:

- determine functional currency of entities in the Group and the use of the interbank rate of exchange to translate RTGS$, refer to note 13,
- impairments, refer to note 17 and 18, and
- derivative financial instruments, refer to note 14.

4 Significant accounting policies

The accounting policies set out below have been applied consistently to all periods presented in these consolidated financial statements. In addition, the accounting policies have been applied consistently by the Group.

a) Basis of consolidation
i) Subsidiaries and structured entities

Subsidiaries and certain structured entities ("subsidiaries") are entities controlled by the Group. The Group controls an entity when it is exposed to, or has rights to, variability in returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. The financial statements of subsidiaries are included in the consolidated financial statements from the date on which control commences until the date on which control ceases.

ii) Loss of control

When the Group loses control over a subsidiary, it derecognises the assets and liabilities of the subsidiary, and any related Non-controlling interests ("NCI") and other components of equity. Any gain or loss is recognised in profit or loss. Any interest retained in the former subsidiary is measured at fair value when control is lost.

iii) Non-controlling interests

NCI is measured at their proportionate share of the carrying amounts of the acquiree's identifiable net assets at fair value at the acquisition date. Changes in the Group's interest in a subsidiary that do not result in a loss of control are accounted for as equity transactions

iv) Transactions eliminated on consolidation

Intra-group balances and transactions arising from intra-group transactions are eliminated.

(b) Revenue

Revenue from the sale of precious metals is recognised when the metal is accepted at the refinery ("Lodgment date") by Fidelity Printers and Refiners Limited ("Fidelity"). Control is transferred and the receipt of proceeds is substantially assured at point of delivery. Revenue for each delivery is measured at the London Base Metal Association Tuesday PM price post-delivery less 1.25% and the quantities are determined on Lodgment date. On average settlement occurs within 14 days of delivery. 5% Royalties are payable on gold sales after the 1.25% discount to Fidelity.

4 Significant accounting policies (continued)

(c) Impairment
i) Expected credit losses on financial assets

The Group applies the IFRS 9 simplified model and recognises lifetime expected credit losses for all trade receivables as these items do not have a significant financing component. In measuring the expected credit losses, the trade receivables have been assessed individually as they possess different credit risk characteristics. Trade receivables have been assessed based on the days past due. The expected loss rates are based on the payment profile for gold sales over the past 48 months prior to December 31, of each year reported. The historical rates are adjusted to reflect current and forward looking macroeconomic factors affecting the customer's ability to settle the amount outstanding. The Group considers a trade receivable to be in default when the amount is 90 days past due from lodgement date. Failure to make payments within 90 days from lodgement date and failure to engage with the Group on alternative payment arrangement, amongst others, are considered indicators of no reasonable expectation of recovery. Trade and other receivables are written off (i.e. derecognised) when there is no reasonable expectation of recovery. Other receivables relate to VAT receivables that is not a financial asset.

ii) Non-financial assets

The carrying amounts of the Group's non-financial assets, other than inventories and deferred tax assets are reviewed at each reporting date to determine whether there is any indication of impairment. The recoverable amount of an asset or cash-generating unit is the greater of its value in use and its fair value less costs of disposal. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset.

For the purpose of impairment testing, assets that cannot be tested individually are grouped together into the smallest group of assets that generate cash inflows from continuing use that are largely independent of the cash inflows of other assets or groups of assets (the "cash-generating unit" or "CGU"). The Group's corporate assets do not generate separate cash inflows. If there is an indication that a CGU to which a corporate asset is allocated may be impaired, then the recoverable amount is determined for the CGU to which the corporate asset belongs.

An impairment loss is recognised if the carrying amount of a CGU exceeds its estimated recoverable amount. Impairment losses recognised in respect of CGUs are allocated to reduce the carrying amount of assets in the unit (group of units) on a pro rata basis. Impairment losses recognised in prior years are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been an indication of reversal and a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortisation, if no impairment loss had been recognised.

4 Significant accounting policies (continued)

(c) Impairment (continued)
iii) Impairment of Exploration and evaluation ("E&E") assets

The test for impairment of E&E assets can combine several CGUs as long as the combination is not larger than a segment. The CGU does, however, change once development activities have begun. There are specific impairment triggers for E&E assets. Despite certain relief in respect of impairment triggers and the level of aggregation, the impairment standard is applied in measuring the impairment of E&E assets. Reversals of impairment losses are required in the event that the circumstances that resulted in impairment have changed.

E&E assets are assessed for impairment only when facts and circumstances suggest that the carrying amount of an E&E asset may exceed its recoverable amount. Indicators of impairment include the following:

- The entity's right to explore in the specific area has expired or will expire in the near future and is not expected to be renewed.
- Substantive expenditure on further E&E activities in the specific area is neither budgeted nor planned in future.
- The entity has not discovered commercially viable quantities of mineral resources as a result of E&E activities in the area to date and has decided to discontinue such activities in the specific area.
- Even if development is likely to proceed, the entity has sufficient data indicating that the carrying amount of the asset is unlikely to be recovered in full from successful development or by sale.

(d) Share-based payment transactions
i) Equity-settled share-based payments to third parties, employees and directors

The grant date fair value of equity-settled share-based payment awards granted to employees and directors is recognised as an expense, with a corresponding increase in equity, over the vesting period of the award. The amount recognised as an expense is adjusted to reflect the number of awards for which the related service and non-market vesting conditions are expected to be met, such that the amount ultimately recognised as an expense is based on the number of awards that meet the related service and non-market vesting conditions at the vesting date.

Where equity instruments are granted to non-employees, they are recorded at the fair value of the goods or services received in profit or loss.

Additional information about significant judgements, estimates and the assumptions used to estimate the fair value of equity-settled share-based payment transactions are disclosed in note 12.2.

ii) Cash-settled share-based payments to employees and directors

The grant date fair value of cash-settled awards granted to employees and directors is recognised as an expense, with a corresponding increase in the liability, over the vesting period of the awards. At each reporting date the fair value of the awards is re-measured with a corresponding adjustment to profit or loss. Additional information about significant judgements, estimates and the assumptions used to estimate the fair value of cash-settled share-based payment transactions are disclosed in note 12.1.

4 Significant accounting policies (continued)

(e) Foreign currency
i) Foreign operations

As stated in note 2(iii) the presentation currency of the Group is the US Dollars. The functional currency of the Company and all its subsidiaries is the US Dollars except for the South African subsidiary that uses the South African Rand ("ZAR") as its functional currency. Subsidiary financial statements have been translated to the presentation currency as follows:

- assets and liabilities are translated using the exchange rate at year end; and
- income, expenses and cash flow items are translated using the rate that approximates the exchange rates at the dates of the transactions.

When the settlement of a monetary item receivable from or payable to a foreign operation is neither planned nor likely in the foreseeable future, foreign exchange gains and losses arising from the item are considered to form part of the net investment in a foreign operation and are recognised in Other Comprehensive Income ("OCI").

If settlement is planned or likely in the foreseeable future, foreign exchange gains and losses are included in profit or loss. When settlement occurs, the settlement will not be regarded as a partial disposal and accordingly the foreign exchange gain or loss previously recognised in OCI is not reclassified to profit or loss/reallocated to NCI.

When the Group disposes of its entire interest in a foreign operation or loses control over a foreign operation, the foreign currency gains or losses accumulated in OCI related to the foreign operation are reclassified to profit or loss. If the Group disposes of part of an interest in a foreign operation which remains a subsidiary, a proportionate amount of foreign currency gains or losses accumulated in OCI related to the subsidiary are reattributed between controlling and non-controlling interests.

All resulting translation differences are reported in OCI and accumulated in the foreign currency translation reserve.

ii) Foreign currency translation

In preparing the financial statements of the Group entities, transactions in currencies other than the functional currency (foreign currencies) of these Group entities are recorded at the rates of exchange prevailing at the dates of the transactions. At each reporting date, monetary assets and liabilities are translated using the current foreign exchange rate. Non-monetary assets and liabilities are translated using the historical rate on the date of the transaction. All gains and losses on translation of these foreign currency transactions are included in profit or loss for the year.

4 Significant accounting policies (continued)

(e) Foreign currency (continued)
ii) Foreign currency translation (continued)

In applying IAS 21, management determined that the US Dollars remained the primary currency in which the Group's Zimbabwean entities operate, as:

- the majority of revenue is received in US Dollars;
- the gold price receivable was calculated in US Dollars;
- the majority of costs are calculated by reference to the US Dollars if denominated in RTGS$ or is paid in US Dollars; and
- Income tax liabilities calculated in RTGS$ are settled predominantly in US Dollars.

The application of IAS 21, the advent of Statutory Instrument 142 (issued by Zimbabwean Government) and the devaluation of the RTGS$ against the US Dollars had an impact on the US Dollars value of RTGS$ denominated monetary assets and liabilities such as income and deferred tax liabilities, loans and borrowings, trade and other payables and to a lesser extent monetary asset such as cash held in RTGS$.

(f) Finance income and finance cost

Finance income comprises interest income on funds invested. Finance income is recognised as it accrues in profit or loss, using the effective interest method. Finance cost comprise interest expense on the rehabilitation provisions, interest on bank overdraft balances, effective interest on leases, loans and borrowings and also includes commitment costs on overdraft facilities. Finance cost is recognised in profit or loss using the effective interest rate method and excludes borrowing costs capitalised.

(g) Borrowing costs

General and specific borrowing costs that are directly attributable to the acquisition, construction or production of a qualifying asset are capitalised during the period of time that is required to complete and prepare the asset for its intended use or sale. Qualifying assets are assets that necessarily take a substantial period of time to get ready for their intended use or sale.

Other borrowing costs are expensed in the period in which they are incurred and recognised as finance cost.

(h) Taxes
i) Income tax

Tax expense comprises current and deferred tax. These expenses are recognised in profit or loss except to the extent that it relates to a business combination, or items recognised directly in equity or in other comprehensive income.

ii) Current tax

Current tax is the tax payable or receivable on the taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date. Current tax includes withholding tax on management fees and dividends paid between companies within the Group.

4 Significant accounting policies (continued)

(h) Taxes (continued)
iii) Deferred tax

Deferred tax is recognised in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is not recognised for the following temporary differences: the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit or loss, and differences relating to investments in subsidiaries to the extent that it is probable that they will not reverse in the foreseeable future.

Deferred tax is a monetary item measured at the tax rates and in the currency that are expected to be applied when temporary differences reverse. The tax and exchange rates are based on the laws that have been enacted, substantively enacted or the interbank exchange rates that prevail at the reporting date.

A deferred tax asset is recognised for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilised. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realised. Deferred tax assets and liabilities are offset when there is a legally enforceable right to set off current tax assets against current tax liabilities and when they relate to income taxes levied by the same taxation authority and the Group intends to settle its current tax assets and liabilities on a net basis.

(i) Property, plant and equipment
i) Recognition and measurement

Items of property, plant and equipment are measured at cost less accumulated depreciation and accumulated impairment losses. Cost includes expenditures that are directly attributable to the acquisition of the asset. The cost of self-constructed assets includes the cost of materials and direct labour, any other costs directly attributable to bringing the assets to a working condition for their intended use, borrowing costs on qualifying assets, the costs of dismantling and removing the items and restoring the site on which they are located. Gains and losses on disposal of an item of property, plant and equipment are determined by comparing the proceeds from disposal with the carrying amount of property, plant and equipment, and are recognised in profit or loss. Refer to note 4(c)(ii) for the impairment of non-financial assets.

ii) Subsequent costs

The cost of replacing a part of an item of property, plant and equipment is recognised in the carrying amount of the item if it is probable that the future economic benefits embodied within the part will flow to the Group, and its cost can be measured reliably. The carrying amount of the replaced part is derecognised. The costs of the day-to-day servicing of property, plant and equipment are recognised in profit or loss as incurred.

4 Significant accounting policies (continued)

(i) Property, plant and equipment (continued)
iii) Depreciation

Depreciation is calculated to write off the depreciable amount, which is the cost of an asset, or other amount substituted for cost, less its residual value. On commencement of commercial production, depreciation of mine development, infrastructure and other assets is calculated on the unit-of-production method using the Measured, Indicated and Inferred Mineral Resources of which the diluted Measured and Indicated Mineral Resources are converted to Mineral Reserves for extraction in Blanket's life-of-mine plan ("LoMP"). Resources that are not included in the LoMP are not included in the calculation of depreciation.

For other categories, depreciation is recognised in profit or loss on a straight-line basis over the estimated useful lives of each part of an item of property, plant and equipment, since this most closely reflects the expected pattern of consumption of the future economic benefits embodied in the asset.

Land is not depreciated.

The calculation of the production rate units could be affected to the extent that actual production in the future is different from the current forecast production. This would generally result from the extent to which there are significant changes in any of the factors or assumptions used in estimating mineral reserves and resources.

These factors include:

- changes in mineral reserves and resources;
- differences between actual commodity prices and commodity price assumptions;
- unforeseen operational issues at mine sites; and
- changes in capital, operating, mining, processing and reclamation costs, discount rates and foreign exchange rates.

The estimated useful lives for the current and comparative years are as follows:

- buildings 10 to 15 years (2021: 10 to 15 years; 2020: 10 to 15 years);
- plant and equipment 10 years (2021: 10 years; 2020: 10 years);
- fixtures and fittings including computers 4 to 10 years (2021: 4 to 10 years; 2020: 4 to 10 years);
- motor vehicles 4 years (2021: 4 years; 2020: 4 years);
- right of use assets 3 to 6 years (determined by lease term); and
- mine development, infrastructure and other assets in production, units-of-production method.

Depreciation methods, useful lives and residual values are reviewed each financial year and adjusted if appropriate. When parts of an item of property, plant and equipment have different useful lives, they are accounted for as separate items (major components) of property, plant and equipment. Assets under construction's useful life and residual values will be assessed once the asset is available for use.

4 Significant accounting policies (continued)

(j) Exploration and evaluation assets

Qualifying exploration costs are capitalised as incurred. Costs incurred before the legal rights to explore are obtained are recognised in profit or loss. The costs related to speculative drilling on unestablished orebodies at the Blanket Mine, general administrative or overhead costs are expensed as incurred. Exploration and evaluation costs capitalised are disclosed under Exploration and evaluation assets. Qualifying direct expenditures include such costs as mineral rights, options to acquire mineral rights, materials used, surveying costs, drilling costs, payments made to contractors, direct administrative costs and depreciation on property, plant and equipment during the exploration phase.

Costs not directly attributable to exploration and evaluation activities, including general administrative overhead costs, are expensed in the year they occur.

Once the technical feasibility and commercial viability of extracting the mineral resource have been determined, the property is considered to be a mine under development and moved to the mine development, infrastructure and other asset category within property, plant and equipment. Capitalised direct costs related to the acquisition, exploration and development of mineral properties remain capitalised, at their initial cost, until the properties to which they relate are ready for their intended use, sold, abandoned or management has determined there to be impairment. Exploration and evaluation assets are tested for impairment before the assets are transferred to mine development, infrastructure and other assets or when an indicator of impairment is identified.
Exploration and evaluations assets are not depreciated.

(k) Inventories

Consumable stores are measured at the lower of cost and net realisable value. The cost of consumable stores is based on the weighted average cost principle. It includes expenditure incurred in acquiring the inventories, production or conversion costs and other costs incurred in bringing them to their existing location and condition. Gold in process is measured at the lower of cost and net realisable value. The cost of gold in process includes an appropriate share of production overheads based on normal operating capacity and is valued on the weighted average cost principle. Net realisable value is the estimated selling price in the ordinary course of business, less the estimated costs of completion and selling expenses.

(l) Financial instruments
i) Financial assets

The Group had the following financial assets:

Financial assets at amortised cost

Financial assets at amortised cost comprise loans and receivables included in Trade and other receivables. Such assets are recognised initially at fair value plus any directly attributable transaction costs. Subsequent to initial recognition, they are measured at amortised cost using the effective interest method, less any impairment losses. A trade receivable without a significant financing component is initially measured at the transaction price. Refer to note 4(c)(i) for the impairment of receivables. Finance income is recognised by applying the effective interest rate, except for short-term receivables when the recognition of interest is immaterial.

The Group uses a simplified approach in accounting for trade receivables and records the loss allowance as lifetime expected credit losses. When measuring expected credit losses, the Group uses reasonable and supportable forward-looking information, which is based on the assumptions for the future movement of different economic drivers and how these drivers will affect each other.

4 Significant accounting policies (continued)

(l) Financial instruments (continued)
i) Financial assets (continued)

Fair value through profit or loss

This category comprises the Gold ETF, Gold hedge and Put options. These instruments are carried in the consolidated statement of financial position at fair value with changes in fair value recognised in profit or loss as Fair value losses on derivative financial instruments. Transaction costs are recognised in profit or loss in the consolidated statement profit or loss and other comprehensive income immediately when incurred. The Group does not have any assets held for trading nor does it voluntarily classify any financial assets as being at fair value through profit or loss. Estimations made and further information is referred to in note 14.

ii) Financial liabilities

The Group classifies its financial liabilities into one of two categories, depending on the purpose for which the liability was acquired.

Fair value through profit or loss

Derivatives are recognised initially at fair value; attributable transaction costs are recognised in profit or loss as incurred. Subsequent to initial recognition, derivatives are measured at fair value. This category comprises the Gold loan and the Call options, estimations made and further information is referred to in note 14. All changes in the fair value of derivative instruments are accounted for in profit or loss.

Financial liabilities at amortised cost

Non-derivative financial liabilities are recognised initially on the date at which the Group becomes a party to the contractual provisions of the instrument. The Group derecognises a financial liability when its contractual obligations are discharged, cancelled or expire.

Non-derivative financial liabilities consist of bank overdrafts, loans and borrowings and trade and other payables.

Such financial liabilities are recognised initially at fair value plus any directly attributable transaction costs. Subsequent to initial recognition these financial liabilities are measured at amortised cost using the effective interest method.

iii) Offsetting

Financial assets and liabilities are offset and the net amount is presented in the statement of financial position when, and only when, the Group has a legal right to offset the amounts and intends either to settle on a net basis or to realise the asset and settle the liability simultaneously.

(iv) Cash and cash equivalents

Cash and cash equivalents comprise cash balances and call deposits with original maturities of three months or less. Bank overdrafts are repayable on demand and form an integral part of the Group's cash management process. The bank overdraft is included as a component of cash and cash equivalents for the purpose of the statement of cash flows.

4 Significant accounting policies (continued)

(m) Share capital

Share capital is classified as equity. Incremental costs directly attributable to the issue, consolidation and repurchase of fractional items of shares and share options are recognised as a deduction from equity, net of any tax effects.

(n) Provisions

A provision is a liability of uncertain timing and amount. A liability is recognised if, as a result of a past event, the Group has a present legal or constructive obligation that can be estimated reliably, and it is probable that an outflow of economic benefits will be required to settle the obligation. Provisions are determined by discounting the expected future cash flows at a pre-tax rate that reflects current market assessments of the time value of money and the risks specific to the liability if the time value of money is considered significant. The unwinding of the discount is recognised as a finance cost.

(o) Site restoration

The Group recognises liabilities for statutory, contractual, constructive or legal obligations associated with the retirement of property, plant and equipment, when those obligations result from the acquisition, construction, development or normal operation of these assets. The net present value of future rehabilitation cost estimates arising from the decommissioning of plant and other site preparation work is capitalised to mineral properties along with a corresponding increase in the rehabilitation provision in the period incurred. Future rehabilitation costs are discounted using a pre-tax risk-free rate that reflects the time-value of money. The Group's estimates of rehabilitation costs, which are reviewed annually, could change as a result of changes in regulatory requirements, discount rates, effects of inflation and assumptions regarding the amount and timing of the future expenditures. These changes are recorded directly to mineral properties with a corresponding entry to the rehabilitation provision, except for changes in unwinding of finance cost that are recorded in profit or loss.

(p) Leases

The Group recognises a right of use asset and a lease liability at the lease commencement date. The right of use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset or the site on which it is located, less any lease incentives received.

The right of use asset is subsequently depreciated using the straight-line method from the commencement date to the end of the lease term, unless the lease transfers ownership of the underlying asset to the Group by the end of the lease term or the cost of the right of use asset reflects that the Group will exercise a purchase option. In that case the right of use asset will be depreciated over the useful life of the underlying asset, which is determined on the same basis as property, plant and equipment. Also, the right of use asset is periodically reduced by impairment losses, if any, and adjusted for certain remeasurements of the lease liability.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the Group's incremental borrowing rate. Generally, the Group uses its incremental borrowing rate as the discount rate.

4 Significant accounting policies (continued)

(p) Leases (continued)

The Group determines its incremental borrowing rate by obtaining interest rates from various external financing sources and makes certain adjustments to reflect the terms of the lease and type of the asset leased.

Lease payments included in the measurement of the lease liability comprise the following:

- fixed payments, including in-substance fixed payments;
- amounts expected to be payable under a residual value guarantee; and
- the exercise price under a purchase option that the Group is reasonably certain to exercise, lease payments in an optional renewal period if the Group is reasonably certain to exercise an extension option, and penalties for early termination of a lease unless the Group is reasonably certain not to terminate early.

The lease liability is measured at amortised cost using the effective interest method. It is remeasured when there is a change in future lease payments arising from a change in an index or rate, if there is a change in the Group's estimate of the amount expected to be payable under a residual value guarantee, if the Group changes its assessment of whether it will exercise a purchase, extension or termination option or if the lease agreement changes in substance in terms of payment.

When the lease liability is remeasured in this way, a corresponding adjustment is made to the carrying amount of the right of use asset or is recorded in profit or loss if the carrying amount of the right of use asset has been reduced to zero.

The Group presents the right of use assets as property, plant and equipment. Lease liabilities are presented separately in the statement of financial position as current- and non-current lease liabilities.

The Group has elected not to recognise the right of use assets and lease liabilities for leases of low-value assets and short-term leases, including IT equipment. The Group recognises the lease payments associated with these leases as an expense on a straight-line basis over the lease term.

(q) Employee benefits
i) Short-term employee benefits

Short-term employee benefits are expensed when the related services are provided. A liability is recognised for the amount expected to be paid if the Group has a present legal or constructive obligation to pay this amount as a result of past service provided by the employee and the obligation can be estimated reliably.

ii) Defined contribution plans

A defined contribution plan is a post-employment benefit plan under which an entity pays fixed contributions into a separate entity and will have no legal or constructive obligation to pay further amounts. Obligations for contributions to defined contribution pension plans are recognised as an employee benefit expense in profit or loss in the periods during which services are rendered by employees. Prepaid contributions are recognised as an asset to the extent that a cash refund or a reduction in future payments is available. Contributions to a defined contribution plan that are due more than 12 months after the end of the period in which the employees render the service are discounted to their present value.

4 Significant accounting policies (continued)

(r) Assets held for sale

Non-current assets, or disposal groups comprising assets and liabilities, are classified as held for sale if it is highly probable that they will be recovered primarily through sale rather than through continuing use.

Such assets, or disposal groups, are generally measured at the lower of their carrying amount or fair value less costs to sell. Impairment losses on initial classification as held for sale or held for distribution and subsequent gains and losses on remeasurement are recognised in profit or loss.

Once classified as held for sale property, plant and equipment are no longer depreciated.

(s) Standards issued but not yet effective

The following standards, amendments to standards and interpretations to existing standards that impact the Group:

Standard/ Interpretation		**Effective date and expected adoption date***
Classification of Liabilities as Current or Non-current – Amendments to IAS 1	The amendments, as issued in 2020, aim to clarify the requirement on determining whether a liability is current or non-current, and apply for annual reporting period beginning on or after January 1, 2023. However, the IASB has subsequently proposed future amendments to IAS 1 and deferred the effective date of the 2020 amendments to no earlier than January 1, 2024. Due to these ongoing developments, the Group is unable to determine the impact of these amendments on the consolidated financial statements in the period of initial application. The Group is closely monitoring the developments	January 1, 2024
Disclosure of Accounting Policies – Amendments to IAS 1 and IFRS Practice Statement 2	The IASB amended IAS 1 to require entities to disclose their material rather than their significant accounting policies. The amendments define what is 'material accounting policy information' and explain how to identify when accounting policy information is material. They further clarify that immaterial accounting policy information does not need to be disclosed. If it is disclosed, it should not obscure material accounting information. To support this amendment, the IASB also amended IFRS Practice Statement 2 Making Materiality Judgements to provide guidance on how to apply the concept of materiality to accounting policy disclosures.	January 1, 2023

4 Significant accounting policies (continued)

(s) Standards issued but not yet (continued)

Standard/ Interpretation		**Effective date and expected adoption date***
Definition of Accounting estimates – Amendments to IAS 8	The amendment to IAS 8 Accounting Policies, Changes in Accounting Estimates and Errors clarifies how companies should distinguish changes in accounting policies from changes in accounting estimates. The distinction is important, because changes in accounting estimates are applied prospectively to future transactions and other future events, whereas changes in accounting policies are generally applied retrospectively to past transactions and other past events as well as the current period.	January 1, 2023
Deferred tax related to assets and liabilities arising from a single transaction – Amendments to IAS 12	The amendments to IAS 12 *Income Taxes* require companies to recognise deferred tax on transactions that, on initial recognition, give rise to equal amounts of taxable and deductible temporary differences. They will typically apply to transactions such as leases of lessees and decommissioning obligations and will require the recognition of additional deferred tax assets and liabilities. The amendment should be applied to transactions that occur on or after the beginning of the earliest comparative period presented. In addition, entities should recognise deferred tax assets (to the extent that it is probable that they can be utilised) and deferred tax liabilities at the beginning of the earliest comparative period for all deductible and taxable temporary differences associated with: ● right-of-use assets and lease liabilities, and ● decommissioning, restoration and similar liabilities, and the corresponding amounts recognised as part of the cost of the related assets. The cumulative effect of recognising these adjustments is recognised in retained earnings, or another component of equity, as appropriate. IAS 12 did not previously address how to account for the tax effects of on-balance sheet leases and similar transactions and various approaches were considered acceptable.	January 1, 2023

* Annual periods ending on or after.

The Group has completed its assessment of the impact of the above standards and concluded that the standard amendments would not have a material impact on the consolidated financial statements.

New standards, amendments to standards and interpretations adopted from 1 January 2022 had no significant effect on the Group's accounting policies.

5. Bilboes

5.1 Tribute Arrangement and Mining Agreement

On July 21, 2022 Caledonia Holdings Zimbabwe (Private) Limited ("CHZ") entered into a Tribute Arrangement, and related Mining Agreement with Bilboes Holdings (Private) Limited ("Bilboes Holdings") to mine the oxide and transitional ore and will receive 100% of the revenue of the mining operations ("tribute agreement"). This tribute agreement is specific to the oxide and transitional ore mining operations of Bilboes Holdings which management estimates would result in the mining of 12,500-17,000 ounces of gold production in 2023 and 20 000 ounces of gold per annum thereafter for approximately 20 months. At the date of the tribute agreement Bilboes Holdings was on care and maintenance.

In terms of the tribute agreement, Bilboes Holdings granted CHZ the right to obtain a tribute over the oxide mining operations of Bilboes Holdings for the purpose of working the same and winning gold therefrom.

In terms of this right, CHZ shall operate the mine using a combination of Bilboes resources and their own, to develop and to extract ore and dispose of the products for CHZ's account.

Subject to the stipulation in the tribute agreement, CHZ shall assume all responsibility in connection with the mining claims as if CHZ were the owner thereof. Bilboes Holdings shall remain the registered holder of the mining claims.

CHZ has the right to provide instructions over the scope of works for the oxide mining process in terms of the operational Plan and also has the right to terminate the tribute agreement. CHZ, therefore, has the ability to affect the variable returns of Bilboes Holdings and in essence to ensure its returns are in line with the expectation of recouping its "investment" (all funds provided) at a 25% internal rate of return.

CHZ has the ultimate decision making power and is deemed to control the oxide mine. On the effective date, August 1,2022, when the Ministry of Mines approval was received, control was obtained through contractual arrangement. The purchase price was zero, as there is no stated purchase.

The oxide mine does not have sufficient processes currently in place to govern the mining operations and will be reliant on CHZ to provide instructions on the mining operations to create the necessary outputs. The oxide mine was assessed as an asset acquisition and not a business combination in terms of IFRS 3 Business Combinations.

The directly attributable costs of bringing the oxide plant to the location and condition necessary for it to be capable of operating in the manner intended by CHZ was estimated at $872. Therefore, the property, plant and equipment was initially recognised and measured at $872 (refer to note 17) with a related payable recognised as this has not been paid by 31 December 2022 (refer to note 29).

CHZ paid for all Bilboes Holdings expenditure that was needed to be applied against its' working capital liabilities of Bilboes Holdings in the period prior to the effective date of the tribute agreement. The above payments incurred will be set off against the consideration due under the Sale and Purchase Agreement described in note 5.2. A total amount of $877 was incurred for the above payment as at December 31, 2022 and included in Prepayments (refer to note 21).

5. Bilboes (continued)

5.1 Tribute Arrangement and Mining Agreement (continued)

As at December 31, 2022 a total amount of $830 for cost incurred by CHZ between the effective date (August 1, 2022) and the commencement date of the oxide mining operations (December 1, 2022) relating to administration and other general costs was included in Other expenses (refer to note 10). These costs were incurred to maintain the operational integrity of the oxide mine and do not relate to direct costs of bringing the oxide plant to the location and condition necessary for it to be capable of operating in the manner intended by CHZ. Included in Prepayments is an amount of $802 paid to suppliers after the commencement date of the oxide mining operations to re-start the oxide mining project (refer to note 21).

5.2 Acquisition of Bilboes Gold Limited (subsequent event)

Caledonia signed a conditional agreement (the "Sale and Purchase Agreement") to purchase Bilboes Gold Limited ("Bilboes Gold") on July 21, 2022. Bilboes Gold, through its subsidiary Bilboes Holdings, owns a high-grade gold deposit ("Bilboes Mine") located in Zimbabwe. It was agreed that Caledonia would purchase Bilboes Gold Limited for a consideration to be settled by issue to the sellers of 5,123,044 new shares in Caledonia, comprising initial consideration shares, escrow consideration shares and deferred consideration shares (the latter being subject to adjustment in terms of a completion accounts mechanism (the "Completion Accounts")). In addition to the shares, the agreement was also to grant a 1 percent net smelter royalty ("NSR") on the Bilboes Mine's revenues to one of the sellers Baker Steel Resources Trust Limited ("Baker Steel"), essentially instead of a number of shares that they would have been entitled to should they have agreed to accept all of their consideration in shares.

The acquisition of Bilboes Gold will be classified an asset acquisition and not a business combination in terms of IFRS 3 *Business Combinations*.

Upon completion of the transaction on January 6, 2023, the initial consideration shares were issued, in the amount of 4,425,797 common shares, to the three sellers of Bilboes Gold and the NSR agreement was signed. The value of the shares issued based on the last trading day's closing share price on NYSE American LLC before completion of US$12.82 per share resulted in a total value of the shares issued of $56.74 million on completion.

The escrow consideration shares consist of 441,095 common shares of Caledonia which will be issued to one of the sellers in settlement of a separate commercial arrangement between its subsidiary and the holding company of another seller, and upon receipt by the Company of a "share adjustment notice" instructing the issue of the shares. The share adjustment notice can only be issued once approval has been obtained from the Reserve Bank of Zimbabwe for such commercial arrangement. At the date these financial statements were signed no share adjustment notice had been issued. Once the share adjustment notice is received, Caledonia will allot and issue the escrow consideration shares as soon as reasonably practicable.

Deferred consideration shares consist of 256,152 common shares of Caledonia and will be issued to the sellers of Bilboes Gold within 5 business days of the date on which completion accounts are agreed at the issue price. The deferred consideration shares will be adjusted in accordance with any adjustments applied to take into account changes in the financial position of Bilboes Gold from signing the Sale and Purchase Agreement to completion. In the unlikely event that the consideration is increased, the total consideration shares are limited to a maximum of 5,497,293 shares.

If all of the deferred consideration shares are issued without adjustment, assuming that the escrow consideration shares are issued, the total value of the consideration shares at the date of completion would be US$65,677,424.

5. Bilboes (continued)

5.2 Acquisition of Bilboes Gold Limited (subsequent event) (continued)

The deferred consideration shares will be adjusted as the working capital was adjusted from July 21, 2022 and January 6, 2023 excluding costs to maintain the operational integrity of Bilboes, provided that the maximum aggregate number of consideration shares to be issued under the Sale and Purchase Agreement does not exceed 5,497,293 shares.

In terms of the Sale and Purchase Agreement, Caledonia may also elect to reduce the number of deferred consideration shares by the amount that is payable by Bilboes Gold in respect of a settled claim, defined in the Sale and Purchase Agreement as a claim against Bilboes Gold, which is agreed to be resolved by arbitration or unconditionally withdrawn or abandoned as agreed between Caledonia and Bilboes Gold.

No escrow considerations shares or deferred consideration shares were issued at the date of signing of these consolidated financial statements.

6 Blanket Zimbabwe Indigenisation Transaction

On February 20, 2012 the Group announced it had signed a Memorandum of Understanding ("MoU") with the Minister of Youth, Development, Indigenisation and Empowerment of the Government of Zimbabwe pursuant to which the Group agreed that indigenous Zimbabweans would acquire an effective 51% ownership interest in the Zimbabwean company owning the Blanket Mine (also referred to herein as "Blanket" or "Blanket Mine" as the context requires) for a paid transactional value of $30.09 million. Pursuant to the above, members of the Group entered into agreements with each indigenous shareholder to transfer 51% of the Group's ownership interest in Blanket Mine whereby it:

- sold a 16% interest to the National Indigenisation and Economic Empowerment Fund ("NIEEF") for $11.74 million;
- sold a 15% interest to Fremiro Investments (Private) Limited ("Fremiro"), which is owned by indigenous Zimbabweans, for $11.01 million;
- sold a 10% interest to Blanket Employee Trust Services (Private) Limited ("BETS") for the benefit of present and future managers and employees for $7.34 million. The shares in BETS are held by the Blanket Mine Employee Trust ("Employee Trust") with Blanket Mine's employees holding participation units in the Employee Trust; and
- donated a 10% ownership interest to the Gwanda Community Share Ownership Trust ("Community Trust"). In addition, Blanket Mine paid a non-refundable donation of $1 million to the Community Trust.

The Group facilitated the vendor funding of these transactions which is repaid by way of dividends from Blanket Mine. 80% of dividends declared by Blanket Mine are used to repay such loans and the remaining 20% unconditionally accrues to the respective indigenous shareholders. Following a modification to the interest rate on June 23, 2017, outstanding balances on these facilitation loans attract interest at a rate of the lower of a fixed 7.25% per annum payable quarterly or 80% of the Blanket Mine dividend in the quarter. The timing of the loan repayments depends on the future financial performance of Blanket Mine and the extent of future dividends declared by Blanket Mine. The Group related facilitation loans were transferred as dividends in specie intra-group and now the loans and most of the interest thereon is payable to the Company.

6 Blanket Zimbabwe Indigenisation Transaction (continued)

Accounting treatment

The directors of Caledonia Holdings Zimbabwe (Private) Limited ("CHZ"), a wholly-owned subsidiary of the Company, performed a reassessment using the requirements of IFRS 10: Consolidated Financial Statements (IFRS 10). It was concluded that CHZ should continue to consolidate Blanket Mine after the indigenisation. The subscription agreements with the indigenous shareholders have been accounted for accordingly as a transaction with non-controlling interests and as a share-based payment transaction.

The subscription agreements, concluded on February 20, 2012, were accounted for as follows:

- Non-controlling interests ("NCI") were recognised on the portion of shareholding upon which dividends declared by Blanket Mine will accrue unconditionally to equity holders as follows:
  (a) 20% of the 16% shareholding of NIEEF;
  (b) 20% of the 15% shareholding of Fremiro; and
  (c) 100% of the 10% shareholding of the Community Trust.
- This effectively means that NCI was initially recognised at 16.2% of the net assets of Blanket Mine, until the completion of the transaction with Fremiro, whereby the NCI reduced to 13.2% (see below).
- The remaining 80% of the shareholding of NIEEF and Fremiro was recognised as NCI to the extent that their attributable share of the net asset value of Blanket Mine exceeds the balance on the facilitation loans, including interest. At December 31, 2022 the attributable net asset value did not exceed the balance on the respective loan account and thus no additional NCI was recognised.
- The transaction with BETS is accounted for in accordance with IAS 19 *Employee Benefits* (profit sharing arrangement) as the ownership of the shares does not ultimately pass to the employees. The employees are entitled to participate in 20% of the dividends accruing to the 10% shareholding in Blanket Mine if they are employed at the date of such distribution. To the extent that 80% of the attributable dividends exceeds the balance on the BETS facilitation loan, they will accrue to the employees at the date of such declaration.
- BETS is an entity effectively controlled and consolidated by Blanket Mine. Accordingly, the shares held by BETS are effectively treated as treasury shares in Blanket Mine and no NCI is recognised.

Fremiro purchase agreement

On November 5, 2018 the Company and Fremiro entered into a sale agreement for Caledonia to purchase Fremiro's 15% shareholding in Blanket Mine. On January 20, 2020 all substantive conditions to the transaction were satisfied. The Company issued 727,266 shares to Fremiro for the cancellation of their facilitation loan and purchase of Fremiro's 15% shareholding in Blanket Mine. The transaction was accounted for as a repurchase of a previously vested equity instrument. As a result, the Fremiro share of the NCI of $3,600 was derecognised, shares were issued at fair value, the share-based payment reserve was reduced by $2,247 and the Company's shareholding in Blanket Mine increased to 64% on the effective date.

6 Blanket Zimbabwe Indigenisation Transaction (continued)

Accounting treatment (continued)

Blanket Mine's indigenisation shareholding percentages and facilitation loan balances

	Shareholding	Effective interest & NCI recognised	NCI subject to facilitation loan	Balance of facilitation loan #	
USD				**December 31, 2022**	December 31, 2021
NIEEF	16%	3.2%	12.8%	**9,414**	10,359
Community Trust	10%	10.0%	0.0%	–	–
BETS ~	10%	-*	-*	**5,612**	6,353
	36%	13.2%	12.8%	**15,026**	16,712

* The shares held by BETS are effectively treated as treasury shares (see above).
~ Accounted for under IAS19 *Employee Benefits.*
Facilitation loans are accounted for as equity instruments and are accordingly not recognised as loans receivable.

The balance on the facilitation loans is reconciled as follows:

	2022	2021
Balance at January 1	**16,712**	19,175
Interest incurred	**580**	1,313
Dividends used to repay loan	**(2,266)**	(3,776)
Balance at December 31	**15,026**	16,712

Advance dividend loans and balances

In anticipation of completing the underlying subscription agreements, Blanket Mine agreed to advance dividend arrangements with NIEEF and the Community Trust. Advances made to the Community Trust against their right to receive dividends declared by Blanket Mine on their shareholding were as follows:

- a $2 million payment on or before September 30, 2012;
- a $1 million payment on or before February 28, 2013; and
- a $1 million payment on or before April 30, 2013.

These advance payments were debited to a loan account bearing interest at a rate at the lower of a fixed 7.25% per annum, payable quarterly or the Blanket Mine dividend in the quarter to the advanced dividend loan holder. The loan is repayable by way of set-off of future dividends on the Blanket Mine shares owned by the Community Trust. Advances made to NIEEF as an advanced dividend loan before 2013 have been settled through Blanket Mine dividend repayments in 2014. The advance dividend payments were recognised as distributions to shareholders and they are classified as equity instruments. The loans arising are not recognised as loans receivables, because repayment is by way of uncertain future dividends. The final payment to settle the advance dividend loan to the Community Trust was made on September 22, 2021. Future dividends to the Community Trust will be unencumbered from date the loan was settled in full.

7 Capital management

When managing capital, the Group's objectives are to safeguard its ability to continue as a going concern in order to pursue the mining operations and exploration potential of the mineral properties. The Group's capital includes shareholders' equity, comprising issued share capital (refer to note 24), reserves (refer to note 25), accumulated other comprehensive income, accumulated deficit, bank financing (refer to notes 23) and non-controlling interests (refer to note 27).

	2022	2021
Total equity	**193,459**	180,556

The Group's primary objective regarding its capital management is to ensure that it has sufficient cash resources to maintain its on-going operations, provide returns for shareholders, accommodate any rehabilitation provisions and pursue growth opportunities. It assesses its short term needs and funds these by available cash, overdrafts and short to medium term loans. Capital requirements for future project are evaluated on a case-by-case basis. As at December 31, 2022, there has been no change with respect to the overall capital risk management strategy.

8 Revenue

	2022	2021	2020
Revenue	**142,082**	121,329	100,002
Revenue from silver sales	**116**	122	86
Revenue from gold sales	**141,966**	121,207	99,916
Total ounces gold sold	**80,094**	68,617	57,137
Net work in progress and refinery (oz)	**681**	(1,141)	762
Gold produced (oz)	**80,775**	67,476	57,899
Tonnes milled	**752,033**	665,628	597,962
Grade	**3.56**	3.36	3.21
Recovery	**93.8**	93.9	93.8
Realised gold price ($/oz)	**1,772**	1,766	1,749

9 Production costs

	2022	2021	2020
Salaries and wages*	**23,037**	20,609	16,122
Consumable materials – Operations*	**23,601**	17,375	14,938
Consumable materials – COVID-19	**311**	297	824
Electricity costs*	**9,634**	10,407	8,312
Safety	**998**	774	708
Cash-settled share-based expense (note 12.1(a))	**853**	692	634
On mine administration*	**2,736**	1,806	1,304
Security costs	**1,093**	826	496
Obsolete inventory (note 20)	**563**	36	-
Pre-feasibility exploration costs	**172**	304	373
	62,998	53,126	43,711

9 Production costs (continued)

* Gold work in progress included in the production cost amounts above were:

	2022	2021	2020
Salaries and wages	**(151)**	94	311
Consumable materials – Operations	**(226)**	87	580
Electricity costs	**(43)**	44	241
On mine administration	**(26)**	18	34
	(446)	243	1,166

The gold work in progress movement is negative in 2022 due to the high gold work in progress ounces at year end.

10 Other expenses

	2022	2021	2020
Intermediated Money Transaction Tax *	**1,378**	799	451
Solar evaluation cost	**–**	–	230
COVID-19 donations	**–**	74	1,322
Community and social responsibility cost	**898**	1,167	382
Impairment of property, plant and equipment - plant and equipment (note 17)	**8,209**	498	–
Impairment of exploration and evaluation assets – Connemara North and Glen Hume (note 18)	**467**	3,837	2,930
Expected credit losses on deferred consideration on the disposal of subsidiary	**–**	761	–
Bilboes pre-operational expenses (note 5)	**830**	–	–
	11,782	7,136	5,315

* Intermediated Money Transfer Tax ("IMTT") is tax chargeable in Zimbabwe on transfer of physical money, electronically or by any other means, between two or more persons. The presidential announcement made on May 7, 2022 increased the IMTT charges on all domestic foreign currency transfers from 2% to 4%,

11 Administrative expenses

	2022	2021	2020
Investor relations	**663**	439	353
Audit fee	**294**	267	288
Advisory services fees	**1,459**	614	830
Listing fees	**512**	609	448
Directors fees – Company	**569**	527	323
Directors fees – Blanket	**56**	51	43
Employee costs	**5,855**	5,462	4,065
Other office administration cost	**468**	177	315
Information Technology and Communication cost	**391**	178	183
Management liability insurance	**985**	551	1,032
Travel costs	**689**	216	117
	11,941	9,091	7,997

12 Share-based payments

12.1 Cash-settled share-based payments

The Group has expensed the following cash-settled share-based expense arrangements for the twelve months ended December 31:

	Note	2022	2021	2020
Restricted Share Units and cash-settled Performance Units	12.1(a)	**609**	515	1,299
Caledonia Mining South Africa employee incentive scheme		–	(38)	114
		609	477	1,413

(a) Restricted Share Units and cash-settled Performance Units

Certain management and employees within the Group are granted Restricted Share Units ("RSUs") and cash-settled Performance Units ("PUs") pursuant to provisions of the 2015 Omnibus Equity Incentive Compensation Plan ("OEICP"). All RSUs and PUs were granted and approved at the discretion of the Compensation Committee of the Board of Directors.

RSUs vest three years after grant date given that the service conditions of the relevant employees have been fulfilled. The value of the vested RSUs is the number of RSUs vested multiplied by the fair market value of the Company's shares, as specified by the OEICP, on the date of settlement.

PUs have a performance condition based on gold production and a performance period of one up to three years. The number of PUs that vest will be the relevant portion of the PUs granted multiplied by the performance multiplier, which will reflect the actual performance in terms of the performance conditions compared to expectations on the date of the award.

RSU holders are entitled to receive dividends over the vesting period. Such dividends will be reinvested in additional RSUs at the then applicable share price, therefore increasing the liability. PUs have rights to dividends only after they have vested.

RSUs and PUs allow for settlement of the vesting date value in cash or, subject to conditions, shares issuable at fair market value or a combination of both at the discretion of the unitholder.

The fair value of the RSUs at the reporting date was based on the Black Scholes option valuation model less the fair value of the expected dividends during the vesting period multiplied by the performance multiplier expectation. The fair value of the PUs at the reporting date was based on the Black Scholes option valuation model. At the reporting date it was assumed that there is a 93%-100% probability that the performance conditions will be met and therefore a 93%-100% (2021: 93%-100%) average performance multiplier was used in calculating the estimated liability.

The liability as at December 31, 2022 amounted to $2,217 (December 31, 2021: $3,027). Included in the liability as at December 31, 2022 is an amount of $853 (2021: $692, 2020: $634) that was expensed and classified as production costs; refer to note 9. During the period PUs to the gross value of $2,272 vested and $1,028 were settled in cash and $1,244 issued in share capital ($804 net value) (2021: $420 settled in cash, 2020: $216 issued as share capital).

12 Share-based payments (continued)

12.1 Cash-settled share-based payments (continued)
(a) Restricted Share Units and Performance Units (continued)

The following assumptions were used in estimating the fair value of the cash-settled share-based payment liability on December 31:

	2022		2021	
	RSUs	**PUs**	RSUs	PUs
Risk free rate	**3.88%**	**3.88%**	1.52%	1.52%
Fair value (USD)	**12.52**	**12.42**	12.06	11.63
Share price (USD)	**12.40**	**12.42**	11.71	11.71
Performance multiplier percentage	–	**93-100%**	–	93-100%
Volatility	**1.29**	**0.91**	1.20	1.06

Share units granted:	**RSUs**	**PUs**	**RSUs**	**PUs**
Grant - January 11, 2019	–	**95,740**	–	95,740
Grant - March 23, 2019	–	**28,287**	–	28,287
Grant - June 8, 2019	–	**14,672**	–	14,672
Grant - January 11, 2020	**17,585**	**114,668**	17,585	114,668
Grant - March 31, 2020	–	**1,971**	–	1,971
Grant - June 1, 2020	–	**1,740**	–	1,740
Grant - September 9, 2020	–	**1,611**	–	1,611
Grant - September 14, 2020	–	**20,686**	–	20,686
Grant - October 5, 2020	–	**514**	–	514
Grant - January 11, 2021	–	**78,875**	–	78,875
Grant -April 1, 2021	–	**770**	–	770
Grant - May 14, 2021	–	**2,389**	–	2,389
Grant - June 1, 2021	–	**1,692**	–	1,692
Grant - June 14, 2021	–	**507**	–	507
Grant - August 13, 2021	–	**2,283**	–	2,283
Grant - September 1, 2021	–	**553**	–	553
Grant - September 6, 2021	–	**531**	–	531
Grant - September 20, 2021	–	**526**	–	526
Grant - October 1, 2021	–	**2,530**	–	2,530
Grant - October 11, 2021	–	**500**	–	500
Grant - November 12, 2021	–	**1,998**	–	1,998
Grant - December 1, 2021	–	**936**	–	936
Grant - January 11, 2022	–	**96,359**	–	–
Grant - January 12, 2022	–	**825**	–	–
Grant - May 13, 2022	–	**2,040**	–	–
Grant - June 1, 2022	–	**1,297**	–	–
Grant - July 1, 2022	–	**2,375**	–	–
Grant - October 1, 2022	–	**2,024**	–	–
RSU dividends reinvested	**1,980**	–	1,066	–
Settlements/terminations	–	**(254,491)**	–	(30,600)
Total awards	**19,565**	**224,408**	18,651	343,379

12 Share-based payments (continued)

12.2 Equity-settled share-based payments

The Group has expensed the following equity-settled share-based expense arrangements for the twelve months ended December 31:

	Note	2022	2021	2020
EPUs	12.2(a)	**417**	–	–
Share option programs	12.2(b)	**67**	–	–
		484	–	–

(a) EPUs

EPUs have a performance multiplier calculated on gold production, average normalised controllable cost per ounce of producing gold and a performance period of three years. The number of EPUs that vest as shares will be the EPUs granted multiplied by the performance multiplier percentage.

EPUs do not have rights to dividends.

The shares issued are subject to a minimum holding period of until at least the first anniversary of the EPUs vesting date, thus one year.

The fair value of the EPUs at the grant date was based on the Black Scholes valuation model less the fair value of the expected dividends during the vesting period multiplied by the performance multiplier percentage. At the reporting date it was assumed that there is a 100% probability that the performance conditions will be met and therefore a 100% performance multiplier was used in calculating the equity. The equity-settled share-based expense for EPUs as at December 31, 2022 amounted to $417 (2021: $Nil, 2020: $Nil).

The following assumptions were used in estimating the fair value of the equity-settled share-based payment liability on:

Grant date	January 24, 2022
Number of units – at granted and reporting date	130,380
Share price (USD) – at grant date	11.50
Fair value (USD) – at grant date	10.15
Performance multiplier percentage at December 31, 2022	100%

12 Share-based payments (continued)

12.2 Equity-settled share-based payments (continued)
(b) Share option programs

The maximum term of the options under the OEICP is ten years. Equity-settled share-based payments under the OEICP will be settled by physical delivery of shares. Under the OEICP the aggregate number of shares that may be issued pursuant to the grant of options, or under any other share compensation arrangements of the Company, will not exceed 10% of the aggregate issued and outstanding shares issued of the Company. At December 31, 2022 the Company has 20,000 options outstanding granted to the employees of 3PPB Plc (providing US investor relations services to Caledonia), P Chidley and P Durham in equal units each.

The fair value of share-based payments noted above was estimated using the Black-Scholes valuation model as the fair value of the services could not be estimated reliably. Service and non-market performance conditions attached to the arrangements were not taken into account in measuring fair value. The following assumptions were used in determining the fair value of the options on December 31, 2022:

Options granted	10,000	10,000
Grant date	February 27, 2018	September 30, 2022
Expiry date	August 25, 2024	September 30, 2029
Period option may be exercised from	February 27, 2018	September 30, 2025
Holding period on shares issued	None	First anniversary from issue date
Stock exchange	Toronto Stock Exchange	New York Stock Exchange
Exercise price	CAD 9.30	USD 9.49
Share price at grant date	CAD 9.30	USD 9.82
Risk-free interest rate	2.86%	4%
Expected stock price volatility (based on historical volatility)	32%	102%
Expected option life in years	3	3

The exercise price for the options granted on February 27, 2018 was determined as the prevailing Toronto Stock Exchange share price on the day of the grant. Expected volatility has been based on an evaluation of the historical volatility of the Company's share price. The expected term has been based on historical experience.

The equity-settled share-based expense relating to the grants amounted to $67 (2021: $Nil, 2020: $Nil).

13 Net foreign exchange gain

On October 1, 2018 the RBZ issued a directive to Zimbabwean banks to separate foreign currency from RTGS$ in the accounts held by their clients and pegged the RTGS$ at 1:1 to the US Dollar. On February 20, 2019 the RBZ issued a further monetary policy statement, which allowed inter-bank trading between RTGS$ and foreign currency. The interbank rate was introduced at 2.5 RTGS$ to 1 US Dollar and traded at 684.33 RTGS$ to 1 US Dollar as at December 31, 2022 (December 31, 2021: 108.67 RTGS$, December 31, 2020: 81.79 RTGS$). On June 24, 2019 the Government issued S.I. 142 which stated, "Zimbabwe dollar ("RTGS$") to be the sole currency for legal tender purposes for any transactions in Zimbabwe". Throughout these announcements and to the date of issue of these financial statements the US dollar has remained the primary currency in which the Group's Zimbabwean entities operate and the functional currency of these entities.

13 Net foreign exchange gain (continued)

Previously there was uncertainty as to what currency would be used to settle amounts owed to the Zimbabwe Government. The announcement of S.I. 142 clarified the Zimbabwean Government's intentions that these liabilities were always denominated in RTGS$ and that RTGS$ would be the currency in which they would be settled. The devaluation of the deferred tax liabilities contributed the largest portion of the foreign exchange gain set out below.

Further, the RBZ issued a directive to Zimbabwean banks to separate foreign currency ("Foreign currency") and RTGS$ for bank accounts held by clients on October 1, 2018. Subsequent to the directive, the RBZ announced that 30% of Blanket Mine's gold proceeds will be received in foreign currency (i.e., US Dollars) and the remainder received as RTGS$. From November 12, 2018 the RBZ increased the foreign currency allocation from 30% to 55%, with the remainder received as RTGS$. The RBZ increased the foreign currency allocation with effect from May 26, 2020 from 55% to 70% and decreased the foreign currency allocation with effect from January 8, 2021 from 70% to 60% with the remainder received as RTGS$.

In June 2021 the RBZ announced that companies that are listed on the Victoria Falls Stock Exchange ("VFEX") will receive 100% of the revenue arising from incremental production in US Dollars. Blanket has subsequently received confirmation that the "baseline" level of production for the purposes of calculating incremental production is 148.38 Kg per month (approximately 57,000 ounces per annum). The payment of the increased US Dollars proceeds for incremental production was applied from July 1, 2021. In December 2021, Caledonia obtained a secondary listing on the VFEX and Blanket has received all amounts due in terms of this revised policy up to the date of approval of these financial statements. The CMCL listing on the VFEX enabled Blanket to realise 72.7% of its total revenue in US Dollars and the balance in RTGS$ during 2022. Effective from February 1, 2023 the RBZ cancelled the incremental export incentive and increased the standard export retention threshold from 60% to 75%. The allocation percentages remained in effect up to the date of approval of these financial statements.

The Company participated in the foreign currency auction introduced by the Zimbabwean Government to exchange RTGS$ for US Dollars up to June 15, 2021. The incremental credit export incentive scheme has been discontinued effective February 1, 2023.

The table below illustrates the effect the weakening of the RTGS$ and other foreign currencies had on the consolidated statement of profit or loss and other comprehensive income.

	2022	2021	2020
Unrealised foreign exchange gain	**12,736**	2,755	8,367
Realised foreign exchange loss	**(8,325)**	(1,571)	(4,062)
Net foreign exchange gain	**4,411**	1,184	4,305

14 Derivative financial instruments

The fair value of derivative financial instruments not traded in an active market is determined by using valuation techniques. These valuation techniques maximize the use of observable market data where available. The company did not apply hedge accounting to the derivative financial instruments and all fair value losses were recorded in the consolidated statements of profit or loss and other comprehensive income. Transaction costs are recognised in profit or loss as incurred.

Net derivative financial instrument expenses		**2022**	2021	2020
Put options	14.1(a)	**38**	–	–
Gold loan	14.2(a)	**(228)**	21	–
Call options (December 13, 2021)	14.2(a)	**(240)**	–	–
Cap and collar options and Call options	14.2(b)	**832**	114	–
Call options transaction costs (March 9, 2022)	14.2(b)	**796**	–	–
Gold exchange-traded fund ("Gold ETF")		–	105	164
Gold hedge		–	–	102
		1,198	240	266

Cash flows arising from investing activities		**2022**	2021	2020
Acquisition of Put options	14.1(a)	**478**	–	–
		478	–	–

Cash flows arising from financing activities		**2022**	2021	2020
Gold loan (repayment) proceeds	14.2(a)	**(3,698)**	2,752	–
Call options (December 13, 2021) proceeds	14.2(a)	–	208	–
Call options (March 9, 2022) acquisition	14.2(b)	**(176)**	–	–
Call options (March 9, 2022) proceeds	14.2(b)	**416**	–	–
Gold ETF proceeds (acquisition)		–	1,066	(1,058)
		(3,458)	4,026	(1,058)

14.1 Derivative financial assets

	2022	2021
Put options	**440**	–
	440	–

(a) Put options

On December 22, 2022 the Company purchased put options from Auramet to hedge 16,672 ounces of gold from February 2023 to May 2023 at a strike price of $1,750. These options were purchased to protect the Company against gold prices below $1,750 for the quantity of ounces hedged. The Put options were classified as level 1 in the fair value hierarchy.

14 Derivative financial instruments (continued)

14.2 Derivative financial liabilities

		2022	2021
Gold loan	14.2(a)	–	2,866
Call options (December 13, 2021)	14.2(a)	–	229
Cap and collar options and Call options	14.2(b)	–	–
		–	3,095

(a) Gold loan and Call options

On December 13, 2021 the Company entered into two separate gold loan and option agreements with Auramet International LLC ("Auramet").

In terms of the agreements the Group:

- received $3 million less transaction costs from Auramet at inception of the Gold loan agreement;
- is required to make two deliveries of 925 ounces each on May 31, 2022 and June 30, 2022 in repayment of the Gold loan or pay the equivalent in cash; and
- granted Call options on 6,000 ounces to Auramet with a strike price of $2,000 per ounce, expiring monthly in equal monthly tranches from June 30, 2022 to November 30, 2022.

Accounting for the Gold loan and the Call options transactions:

- At inception the fair value of the Gold loan was calculated at the amount received less the fair value of the Call options.
- As at March 31, 2022 the fair value of the gold loan was calculated by discounting the fair value of the gold deliveries at a forward rate of $1,833 due by a market related discount rate.
- At inception and at March 31, 2022 the Call options were valued at the quoted prices available from the CME Group Inc. at each respective date.
- Differences in the fair values were accounted for as Fair value losses on derivative financial instruments in the consolidated statement of profit or loss and other comprehensive income.
- The Call options were classified as level 1 in the fair value hierarchy and the Gold loan as level 2.
- Derivative liabilities are not designated as hedging instruments.

(a) Gold loan and Call options (continued)

Proceeds received under the Gold loan and Call options agreements were allocated as follows:

December 13, 2021	
Net proceeds received	2,960
Fair value of Call options	208
Fair value of Gold loan	2,752

The Gold loan was settled in full on June 30, 2022. The Call options expired on October 31, 2022 and November 30, 2022.

14 Derivative financial instruments (continued)

14.2 Derivative financial liabilities (continued)

(b) Cap and collar options and Call options

On February 17, 2022 the Company entered into a zero cost contract to hedge 20,000 ounces of gold over a period of 5 months from March to July 2022. The hedging contract had a cap of $1,940 and a collar of $1,825 over 4,000 ounces of gold per month that expired at the end of each month over the 5-month period.

On March 9, 2022 in response to a very volatile gold price the Company purchased a matching quantity of Call options at a strike price above the cap at a total cost of $796 over 4,000 ounces of gold per month at strike prices of $2,100 per ounce from March 2022 to May 2022 and $2,200 per ounce from June 2022 to July 2022 in order to limit margin exposure and reinstate gold price upside above the strike price.

In April, 2022 Auramet and the Company each purchased matching quantities of Call options at a net settlement cost to the Company of $176 over 2,400 ounces of gold per month at strike prices of $1,886 and $1,959.50 respectively. These options were purchased to hedge against a short term increase in the gold price for the last week of April 2022. At year end these options expired.

15 Finance income and finance cost

	2022	2021	2020
Finance income received – Bank	**17**	14	62
Finance cost – Term loan	**–**	56	386
Finance cost – Capitalised to property, plant and equipment (note 17)	**–**	(17)	(53)
Unwinding of rehabilitation provision (note 28)	**132**	–	2
Finance cost – Leases (note 19)	**31**	24	15
Finance cost – Overdraft	**192**	86	17
ZESA interest *	**–**	226	–
Finance cost – Loan notes payable (note 30)	**302**	–	–
	657	375	367

* During the period from January 2021 to March 2021 it was unclear in what currency the monthly payments to the Zimbabwe Electricity Supply Authority ("ZESA") had to be made. In April 2021 Blanket was advised that the payments had to be paid on a 60/40 basis USD/RTGS$. Interest was charged on the outstanding amounts to ZESA during the period January 2021 to March 2021 when payments were withheld.

Cash – Finance income	**17**	14	62
Cash – Finance cost	**(192)**	(388)	(405)
Non-cash – Finance cost	**(465)**	13	38
	657	375	367

16 Tax expense

Tax recognised in profit or loss	**2022**	2021	2020
Current tax	**9,932**	9,051	9,492
Income tax - current year	**8,707**	8,769	8,969
Income tax - change in tax estimates	**(46)**	(168)	(54)
Withholding tax - current year	**1,271**	450	577
Deferred tax expense	**6,838**	5,806	5,681
Origination and reversal of temporary differences	**6,838**	5,806	5,681
Tax expense – recognised in profit or loss	**16,770**	14,857	15,173
Tax recognised in other comprehensive income			
Income tax - current year	**-**	-	-
Tax expense	**16,770**	14,857	15,173

Unrecognised deferred tax assets

	2022	2021	2020
Caledonia Holdings Zimbabwe (Private) Limited	**1,800**	1,800	593
Greenstone Management Services Holdings Limited	**691**	516	376
Tax losses carried forward	**2,491**	2,316	969

Taxable losses do not expire for the entities incurring taxable losses within the Group, unless the entities cease trading. Income tax losses carried forward relate to Caledonia Holdings Zimbabwe (Private) Limited and Capital losses relate to Greenstone Management Services Holdings Limited (UK). Deferred tax assets have not been recognised in these entities as future taxable income is not deemed probable to utilise these losses against.

Tax paid	**2022**	2021	2020
Net income tax payable at January 1	**(1,461)**	(419)	(163)
Current tax expense	**(9,932)**	(9,051)	(9,492)
Foreign currency movement	**3,244**	583	2,580
Tax paid	**6,866**	7,426	6,656
Net income tax payable at December 31	**(1,284)**	(1,461)	(419)

16 Tax expense (continued)

Reconciliation of tax rate	**2022**	2021	2020
Profit for the year	**22,866**	23,142	25,257
Total tax expense	**16,770**	14,857	15,173
Profit before tax	**39,636**	37,999	40,430
Income tax at Company's domestic tax rate (1)	**-**	-	-
Tax rate blended in foreign jurisdictions (2)	**12,600**	11,847	12,405
Effect of income tax calculated in RTGS$ as required by PN26 (3)	**713**	590	2,004
Management fee – withholding tax on deemed dividend portion	**247**	342	209
Management fee – non-deductible deemed dividend	**735**	611	570
Management fee – withholding tax - current year	**174**	148	123
Withholding tax on intercompany dividends	**850**	-	245
Non-deductible expenditure			
- CSR donations	**269**	311	107
- Other non-deductible expenditure	**656**	30	57
- IMTT (4)	**398**	(200)	120
Credit export incentive income exemption	**-**	-	(598)
Change in income tax rate (5)	**(8)**	**-**	(287)
Change in tax estimates			
- Zimbabwean income tax	**-**	(166)	-
- South African income tax	**(38)**	(2)	(54)
Change in unrecognised deferred tax losses	**174**	1,346	272
Tax expense - recognised in profit or loss	**16,770**	14,857	15,173

(1) The tax rate in Jersey, Channel Islands is 0% (2021: 0%, 2020: 0%).

(2) The effective tax rate of 35.36% (2021: 39.10%) exceeds the statutory tax rates of subsidiaries of the Company, as certain expenditures are incurred by the Company that is not tax-deductible against taxable income in Zimbabwe and South Africa, where the enacted tax rates are 24.72% (2021: 24.72%, 2020: 25.75%) and 28.00% (2021: 28.00%, 2020: 28.00%) respectively. Further, Zimbabwean legislation requires the Blanket income taxation calculation to be performed in RTGS$ whereas the functional currency in which the profit before tax is calculated in these consolidated financial statements is in US Dollar; the requirement is further described in point 3 below.

(3) In 2019 ZIMRA issued PN26 that was affected retrospectively from February 22, 2019. The public notice provided clarity on Section 4 (a) of the Finance Act [Chapter 23.04] of Zimbabwe, which requires a company earning taxable income to pay tax in the same or other specified currency in which taxable income and revenue is earned. PN 26 clarifies that the calculation of taxable income be performed in RTGS$ and that the payment of the tax be in the ratio of the currency that the taxable income and revenue is earned. The reconciling item reconciles the profit before tax calculated using US Dollars as the functional currency of the Zimbabwean entities to taxable income calculated in RTGS$.

(4) The presidential announcement made on May 7, 2022 to increase the IMTT charges on all domestic foreign currency transfers from 2% to 4%.

(5) The South African Government announced in the 2021 National Budget Statement that the income tax rate will be reduced from 28.00% to 27.00% and will take effect for the years of assessment ending on March 31, 2023. This resulted in a change in estimate on the deferred tax asset calculation.

16 Tax expense (continued)

Recognised deferred tax assets and liabilities

	Assets		Liabilities		Net	
	2022	2021	**2022**	2021	**2022**	2021
Property, plant and equipment	**-**	-	**(6,323)**	(9,328)	**(6,323)**	(9,328)
Exploration and evaluation assets	**-**	-	**(2)**	-	**(2)**	-
Allowance for obsolete stock	**(163)**	-	**-**	(47)	**(163)**	(47)
Prepayments	**-**	3	**(5)**	-	**(5)**	3
Unrealised foreign exchange	**733**	-	**-**	(10)	**733**	(10)
Trade and other payables	**814**	499	**-**	-	**814**	499
Cash-settled share-based payments	**-**	989	**-**	-	**-**	989
Provisions	**25**	-	**-**	-	**25**	-
Other	**-**	54	**-**	-	**-**	54
Tax assets/ (liabilities)	**1,409**	1,545	**(6,330)**	(9,385)	***(4,921)**	*(7,840)

* The net deferred tax liability consists of a deferred tax asset of $202 (2021: $194) from the South African operation and a net deferred tax liability of $5,123 (2021: $8,034) due to the Blanket Mine operation. The amounts are in different tax jurisdictions and cannot be offset. The amounts are presented as part of Non-current assets and Non-current liabilities in the Statements of financial position. The deferred tax asset recognised is supported by evidence of probable future taxable income.

Movement in recognised deferred tax assets and liabilities

	Balance January 1, 2022	**Recognised in profit or loss**	**Foreign exchange movement**	**Balance December 31, 2022**
Property, plant and equipment	**(9,328)**	**(8,560)**	**11,565**	**(6,323)**
Exploration and evaluation assets	**(47)**	**10**	**35**	**(2)**
Allowance for obsolete stock	**3**	**(295)**	**129**	**(163)**
Prepayments	**(10)**	**4**	**1**	**(5)**
Unrealised foreign exchange	**499**	**1,179**	**(945)**	**733**
Trade and other payables	**989**	**794**	**(969)**	**814**
Provisions	**54**	**30**	**(59)**	**25**
Tax (liabilities)/ assets	**(7,840)**	**(6,838)**	**9,757**	**(4,921)**

	Balance January 1, 2021	**Recognised in profit or loss**	**Foreign exchange movement**	**Balance December 31, 2021**
Property, plant and equipment	(5,380)	(6,439)	2,491	(9,328)
Exploration and evaluation assets	(29)	(31)	13	(47)
Allowance for obsolete stock	13	3	(13)	3
Prepayments	(3)	(8)	1	(10)
Unrealised foreign exchange	530	344	(375)	499
Trade and other payables	639	235	115	989
Cash-settled share-based payments	8	(8)	-	-
Provisions	60	123	(129)	54
Other	15	(25)	10	-
Tax (liabilities)/ assets	(4,147)	(5,806)	2,103	(7,840)

17 Property, plant and equipment

Cost	Land and Buildings	Right of use assets	Mine development, infrastructure and other	Assets under construction and decommissioning assets	Plant and equipment	Furniture and fittings	Motor vehicles	Solar Plant&	Total
Balance at January 1, 2021	11,315	442	23,983	84,856	40,644	1,235	2,995	392	165,862
Additions*	–	528	678	24,851	3,531	134	176	1,581	31,479
Impairments@	–	–	–	(65)	(1,565)	–	–	–	(1,630)
Derecognised plant and equipment	–	(402)	–	–	–	–	–	–	(402)
Reallocations between asset classes #	3,120	–	49,253	(74,166)	21,785	8	–	–	–
Foreign exchange movement	–	(25)	–	–	(76)	(35)	(2)	(33)	(171)
Balance at December 31, 2021	14,435	543	73,914	35,476	64,319	1,342	3,169	1,940	195,138
Balance at January 1, 2022	**14,435**	**543**	**73,914**	**35,476**	**64,319**	**1,342**	**3,169**	**1,940**	**195,138**
Additions	–	–	–	**31,711**	**3,049**	**243**	**147**	**12,198**	**47,348**
Impairments@	–	–	**(8,518)**	–	**(998)**	–	–	–	**(9,516)**
Reallocations between asset classes	**759**	–	**15,886**	**(20,734)**	**4,089**	–	–	–	–
Acquisition of Bilboes oxide assets (Tribute)	–	–	**872**	–	–	–	–	–	**872**
Foreign exchange movement	–	**(18)**	–	–	**26**	**(22)**	**(2)**	–	**(16)**
Balance at December 31, 2022	**15,194**	**525**	**82,154**	**46,453**	**70,485**	**1,563**	**3,314**	**14,138**	**233,826**

* Included in additions is the change in estimate for the decommissioning asset of ($468) (2021: ($408)), refer to note 28.

@ Included in the 2022 impairments are development asset costs of $8,518 that predominantly relates to prospective areas above 750 meters at Blanket which are not included in the LoMP. Also included in the 2022 impairments are generator cost of $791 and loader bottom decks at a cost of $101, these assets were no longer in working conditions. Included in the 2021 impairments are gensets cost of $1,001 and guide ropes cost of $310 that were no longer in working condition. The carrying amount for these impaired assets were impaired to $Nil.

\# Included in the reallocation between asset classes is an amount of $18,509 for the Central Shaft that was reallocated from CWIP (Mine development, infrastructure and other) to Plant and equipment at the time of the commissioning of the Central Shaft.

& The solar plant was fully commissioned on February 2, 2023 and the sale agreement between Caledonia Mining Corporation Plc and Caledonia Mining Services (Private) Limited was concluded for the sale of the solar plant. Depreciation on the solar plant started on February 2, 2023 and the power purchase agreement, between Caledonia Mining Services (Private) Limited and Blanket Mine, became effective. In December 2022, the Caledonia board approved a proposal for Caledonia Mining Services (PvT) Ltd (which owns the solar plant) to issue loan note instruments (“bonds”) up to a value of $12,000. The decision was taken in order to optimise the capital structure of the Group and provide additional debt instruments to the Zimbabwean financial market. The bonds have an interest rate of 9.5% payable bi-annually and have a tenor of 3 years from the date of issue. The bond repayments are guaranteed by the Company and post December 31, 2022 $4.5 million was issued to Zimbabwean registered commercial entities.

17 Property, plant and equipment (continued)

Accumulated depreciation and Impairment losses	Land and Buildings	Right of use assets	Mine development, infrastructure and other	Assets under construction and decommissioning assets	Plant and equipment	Furniture and fittings	Motor vehicles	Solar Plant	Total
Balance at January 1, 2021	6,233	213	6,443	530	22,685	849	2,430	–	39,383
Depreciation for the year	1,102	115	2,467	70	3,953	136	203	–	8,046
Derecognition	–	(230)	–	–	–	–	–	–	(230)
Accumulated depreciation for impairments	–	–	–	–	(1,133)	–	–	–	(1,133)
Foreign exchange movement	–	(1)	–	–	–	(27)	(2)	–	(30)
Balance at December 31, 2021	7,335	97	8,910	600	25,505	958	2,631	–	46,036
Balance at January 1, 2022	**7,335**	**97**	**8,910**	**600**	**25,505**	**958**	**2,631**	–	**46,036**
Depreciation for the year	**1,015**	**137**	**3,990**	**93**	**4,527**	**163**	**216**	–	**10,141**
Accumulated depreciation for impairments	–	–	**(532)**	–	**(775)**	–	–	–	**(1,307)**
Foreign exchange movement	–	**(4)**	–	–	–	**(21)**	**(2)**	–	**(27)**
Balance at December 31, 2022	**8,350**	**230**	**12,368**	**693**	**29,257**	**1,100**	**2,845**	–	**54,843**
Carrying amounts									
At December 31, 2021	7,100	446	65,004	34,876	38,814	384	538	1,940	149,102
At December 31, 2022	**6,844**	**295**	**69,786**	**45,760**	**41,228**	**463**	**469**	**14,138**	**178,983**

* Accumulated depreciation and depreciation under Assets under construction and decommissioning assets include depreciation on decommissioning assets.

17 Property, plant and equipment (continued)

Economic recovery

Items of property, plant and equipment are depreciated over the LoMP, which includes planned production from inferred resources. These inferred resources are included in the calculation when the economic recovery thereof is demonstrated by the achieved recovered grade relative to the mine's pay limit for the period 2006 to 2022. The cut-off grade is 2.10 g/t (2021: 2.10 g/t) while the recovered grade has ranged from 3.38 g/t to 3.36 g/t over the period. All-in-sustaining-cost# has remained consistently below the gold price received over this period resulting in economic recovery of the inferred resources.

All-in sustaining cost ("AISC") per ounce is calculated as the on-mine cost per ounce to produce gold (which includes production costs before intercompany eliminations and exploration costs) plus royalty paid, additional costs incurred outside the mine (i.e. at offices in Harare, Johannesburg, London and Jersey), costs associated with maintaining the operating infrastructure and resource base that are required to maintain production at the current levels (sustaining capital investment), the share-based expense arising from the LTIP less silver by-product revenue and the export credit incentive.

Non-cash items excluded from acquisition of Property, plant and equipment:

	2022	2021
Net Property, plant and equipment included in Prepayments	**(4,445)**	893
Net Property, plant and equipment included in Trade and other payables	**(1,876)**	50
Bilboes oxide project payable (note 29)	**(872)**	-
Change in estimate - adjustment capitalised in Property, plant and equipment (note 28)	**468**	408
Acquisition - Maligreen included in Provisions (note 28)	**-**	(135)
Additions to right of use assets (note 19)	**-**	(528)
Derecognition of right of use assets (note 19)	**-**	172
Finance cost – Capitalised to property, plant and equipment (note 15)	**-**	(17)
Total non-cash items excluded from acquisition of Property, plant and equipment	**(6,725)**	843

18 Exploration and evaluation assets

	Motapa	Maligreen	Connemara North	Glen Hume	GG	Sabiwa	Abercorn	Valentine	Total
Balance at January 1, 2021	–	–	300	2,661	3,523	284	–	–	6,768
Acquisition costs:									
- Mining claims acquired	–	4,000	–	–	–	–	–	–	4,000
Decommissioning asset acquired	–	135	–	–	–	–	–	–	135
Exploration costs:									
- Consumables and drilling	–	14	71	1,074	16	–	12	31	1,218
- Contractor	–	–	51	42	–	–	–	24	117
- Labour	–	47	41	60	46	–	4	10	208
- Power	–	–	–	–	33	6	–	–	39
Impairment *	–	–	–	(3,837)	–	–	–	–	(3,837)
Balance at December 31, 2021	–	4,196	463	–	3,618	290	16	65	8,648
Balance at January 1, 2022	–	**4,196**	**463**	–	**3,618**	**290**	**16**	**65**	**8,648**
Acquisition costs:									
- Mining claims acquired	**7,844**	–	–	–	–	–	–	–	**7,844**
Exploration costs:									
- Consumables and drilling	–	**1,170**	–	–	**36**	–	–	–	**1,206**
- Contractor	–	–	**4**	–	–	–	–	–	**4**
- Labour	–	**260**	–	–	**37**	–	**11**	–	**308**
- Power	–	–	–	–	**32**	**4**	–	–	**36**
Impairment *	–	–	**(467)**	–	–	–	–	–	**(467)**
Balance at December 31, 2022	**7,844**	**5,626**	–	–	**3,723**	**294**	**27**	**65**	**17,579**

* Caledonia has completed sufficient work to establish that the potential orebody at the Glen Hume and Connemara North properties will not meet Caledonia's requirements in terms of size, grade and width. Accordingly, Caledonia will not exercise the option to acquire these properties.

18 Exploration and evaluation assets (continued)

(a) Motapa

On November 1, 2022 Caledonia entered into a Share Purchase Agreement with Bulawayo Mining Company Limited ("Bulawayo Mining") to acquire all the shares of Motapa Mining Company UK Limited ("Motapa"), along with its wholly owned subsidiary Arraskar Investments (Private) Limited ("Arraskar").

Caledonia considers Motapa to be highly prospective and strategically important to its growth ambitions in Zimbabwe in terms of both location and scale. Motapa is a large exploration property which is contiguous to the Bilboes gold project.

The Motapa asset has been mined throughout most of the second half of the 20th century, Caledonia understands that during this period the region produced as much as 300,000oz of gold. Whilst none of the mining infrastructure remains, the evidence of historical mining will provide guidance to our exploration team to understand the prospectivity of the region.

The acquisition was accounted for as an asset acquisition as the net assets acquired do not meet the definition of a business. The purchase price of the net assets acquired was allocated to Exploration and evaluation assets based on management's estimation of the fair value at acquisition.

The initial purchase price of $1 million was paid on November 1, 2022. Stamp duties of $41 were paid on November 9, 2022. There were no liabilities assumed with the acquisition of Motapa and Arraskar. The remainder of the purchase price is to be settled by way of loan notes (refer to note 30).

(b) Maligreen

On November 3, 2021 the mining claims had been transferred to Caledonia over the Maligreen project ("Maligreen"), a property situated in the Gweru mining district in the Zimbabwe Midlands, for a total cash consideration of US$4 million. The property is estimated to contain a NI 43-101 compliant inferred mineral resource of approximately 940,000 ounces of gold.

Maligreen is a substantial brownfield exploration opportunity with significant historical exploration and evaluation work having been conducted on the property over the last 30 years including:

- An estimated 60,000 meters of diamond core and percussion drilling
- 3.5 tonnes of bulk metallurgical test work
- Aeromagnetic and ground geophysical surveys

The total land area of Maligreen is approximately 550 hectares comprising two historic open pit mining operations which produced approximately 20,000 oz of gold mined from oxides between 2000 and 2002 after which the operation was closed.

On November 7, 2022 the Company published an announcement and an updated technical report on SEDAR updating the estimated mineral resources at Maligreen. The report has an effective date of September 30, 2022 and estimates measured and indicated mineral resources of 8.03 million tonnes at a grade of 1.71g/t containing approximately 442,000 ounces of gold and inferred mineral resources of 6.17 million tonnes at a grade of 2.12g/t containing approximately 420,000 ounces of gold. The upgrade to the mineral resources at Maligreen improves the geological confidence of approximately half the mineral resources from inferred to measured and indicated mineral resources from the previous mineral resources statement. .

Since Caledonia acquired the Maligreen claims in November 2021 it has been focused on reviewing the geological work conducted at the property with a view to upgrading the Mineral Resources in 2022.

18 Exploration and evaluation assets (continued)

(c) Connemara North

On December 16, 2020 the Company concluded an option agreement ("Connemara North option") with the representatives of Connemara North to purchase the claims over the Connemara North mining properties situated in Gweru, Zimbabwe. The exercise of the option was exercisable at the discretion of the Company until May 16, 2022.

An amount of $300 was paid for the Connemara North option.

The Connemara North option gave the Company the right to carry out legal due diligence and conduct drilling and/or other exploratory work over a period of 18 months from the conclusion date to understand the resource body.

After concluding drilling and exploration to the value of $0.5 million the Company decided not to exercise the option over the Connemara North option as the results of the exploration work indicated that the property does not meet Caledonia's strategic objectives. This gave rise to an impairment of $0.5 million. No further costs or impairments in respect of Connemara North option are anticipated.

(d) Glen Hume

On November 19, 2020 the Company concluded an option agreement ("Glen Hume option") with the representatives of Glen Hume, whereby they granted the Company an option for the right to carry out legal due diligence and conduct drilling and/or other exploratory work over a period of 15 months from the conclusion date to understand the resource body of the Glen Hume property, situated in Gweru, Zimbabwe.

After concluding drilling and exploration to the value of $3.8 million the Company decided not to exercise the option over the Glen Hume property as the results of the exploration work indicated that the property does not meet Caledonia's strategic objectives. This gave rise to an impairment of $3.8 million. No further costs or impairments in respect of Glen Hume are anticipated.

19 Leases

Leases as lessee

The Group leases administrative offices. The leases, which the Group normally enters into, typically run for a period of 3 to 6 years, with an option to renew the lease after that date. The two leases for the administrative offices expire in 2024 and 2025.

Information about leases for which the Group is a lessee is presented below.

i) Amounts recognised in the statement of financial position

Right of use assets

Right of use assets related to leased properties are presented as part of property, plant and equipment (refer note 17).

	2022	2021
Balance at January 1	**446**	229
Depreciation	**(137)**	(115)
Additions to right of use assets	**-**	528
Derecognition of right of use assets	**-**	(172)
Foreign currency movement	**(14)**	(24)
Balance at December 31	**295**	446

Lease liabilities

	2022	2021
Balance at January 1	**465**	239
Additions to lease liability	**-**	527
Finance cost	**31**	24
Lease payments	**(150)**	(129)
Foreign currency movement	**(33)**	(23)
Derecognition of lease liability	**-**	(173)
Balance at December 31	**313**	465

ii) Amounts recognised in profit or loss

	2022	2021	2020
Finance cost on lease liabilities (note 15)	**31**	24	15
Unrealised foreign exchange gain (loss)	**19**	1	(2)
Depreciation (note 17)	**137**	115	99
	187	140	112

iii) Amounts recognised in statement of cash flows

	2022	2021	2020
Total cash outflow for leases - total payment	**150**	129	118
Total cash outflow for leases - finance cost	**(31)**	(24)	(15)
Total cash outflow for leases - principal	**119**	105	103

19 Leases (continued)

iv) Maturity of lease liabilities

The maturity of lease liabilities are as follows as at December 31:

	2022	2021
Less than one year	**152**	158
One to two years	**150**	165
Two to three years	**40**	163
Three to four years	**–**	46
Total lease payments	**342**	532
Finance cost	**(29)**	(67)
Present value of lease liabilities	**313**	465

20 Inventories

	2022	2021
Consumable stores	**19,155**	21,516
Gold in progress and Ore stock-pile	**689**	243
Provision for obsolete stock	**(1,510)**	(947)
	18,334	20,812

Write-down of inventories amounted to $563 (2021: $Nil) largely on decommissioned drill rig and related spares. These were recognised as expenses and included as Production costs in the statement of profit or loss and other comprehensive income.

21 Prepayments

	2022	2021
Caledonia Mining South Africa (Proprietary) Limited (“CMSA”) suppliers	**254**	1,552
Blanket Mine third party suppliers	**1,494**	1,766
Bilboes third party suppliers (note 5)	**802**	–
Solar prepayments	**104**	2,951
Bilboes pre-effective date costs (note 5)	**877**	–
Other prepayments	**162**	661
	3,693	6,930

22 Trade and other receivables

	2022	2021
Bullion sales receivable	**7,383**	4,528
VAT receivables	**1,001**	3,162
Solar - VAT and duty receivables	**720**	–
Deposits for stores, equipment and other receivables	**81**	248
	9,185	7,938

The carrying value of trade receivables is considered a reasonable approximation of fair value and are short term in nature, settled within 14 days of delivery. No provision for expected credit losses was recognised in the current or prior year. Up to the date of approval of these financial statements all scheduled payments have been received.

23 Cash and cash equivalents

	2022	2021
Bank balances	**4,737**	17,152
Restricted cash *	**1,998**	–
Cash and cash equivalents	**6,735**	17,152
Bank overdrafts used for cash management purposes	**(5,239)**	(887)
Net cash and cash equivalents	**1,496**	16,265

* Cash of $998 (denominated in RTGS$) held by Blanket Mine was earmarked by Stanbic Bank Zimbabwe as a letter of credit in favour of CMSA. The letter of credit was issued by Stanbic Bank Zimbabwe on September 15, 2022 and settled on January 10, 2023. The cash on maturity will be transferred to CMSA's bank account, denominated in South African Rands.

Caledonia retains at least $1 million as penalty sum, in a bank account for so long as amounts remain outstanding on the loan notes payable. Refer to notes 30 for more information.

Overdraft facilities	**Date drawn**	**Expiry**	**Repayment terms**	**Principal value**	**Interest rate**
Stanbic Bank - RTGS$ denomination	September 2021	February 2024	On demand	300,000,000	210%
Stanbic Bank - USD denomination	December 2021	February 2024	On demand	1,000,000	10%
CABS Bank of Zimbabwe - USD denomination	April 2022	November 2023	On demand	2,000,000	*12.33%
Ecobank - USD denomination	November 2022	October 2023	On demand	5,000,000	6.5%

* Interest charges on this facility is as a rate of the 3 month Secured Overnight Funding Rates ("SOFR") plus a margin of 7.75% per annum. The SOFR as at December 31, 2022 was 4.58%.

Subsequent to year end the Stanbic Bank Zimbabwe $1 million increased to $4 million and the Ecobank facility increased to $7 million both on the same terms as in the table above. Nedbank Zimbabwe extended an unsecured $7 million overdraft facility to Blanket in 2023. Before approval of these consolidated financial statements $4.5 million of bonds were issued.

24 Share capital

Authorised

Unlimited number of ordinary shares of no par value.
Unlimited number of preference shares of no par value.

Issued ordinary shares

	Number of fully paid shares	Amount
January 1, 2021	12,118,823	74,696
Shares issued:		
- options exercised	18,000	165
- equity raise*	619,783	7,806
December 31, 2021	12,756,606	82,667
Shares issued:		
- share-based payment - employees (note 12.1(a))	**76,520**	**804**
December 31, 2022	**12,833,126**	**83,471**

* Gross proceeds of $7,834 with a transaction cost of $28 were raised by issuing depository receipts on the VFEX in December 2021, resulting in a net amount of $7,806.

25 Reserves

Foreign currency translation reserve

The translation reserve comprises all foreign currency differences arising from the translation of the financial statements of foreign operations with functional currencies that differ from the presentation currency.

Share-based payment reserve

The share-based payment reserve comprises the fair value of equity instruments granted to employees, directors and service providers under share option plans (refer to note 12) and equity instruments issued to Blanket's indigenous shareholders under Blanket Mine's Indigenisation Transaction (refer note 6).

Contributed surplus

The contributed surplus reserve comprises the reduction in stated capital as approved by shareholders at the special general meeting on January 24, 2013 to be able to commence dividend payments.

Reserves

	2022	2021
Foreign currency translation reserve	**(9,787)**	(9,325)
Contributed surplus	**132,591**	132,591
Equity-settled share-based payment reserve	**14,997**	14,513
Total	**137,801**	137,779

26 Earnings per share

Weighted average number of shares – Basic earnings per share

(in number of shares)	**2022**	2021	2020
Issued shares at the beginning of year (note 24)	**12,756,606**	12,118,823	10,763,041
Weighted average shares issued	**74,214**	51,462	940,489
Weighted average (basic) at December 31	**12,830,820**	12,170,285	11,703,530

Weighted average number of shares - Diluted earnings per share

(in number of shares)	**2022**	2021	2020
Weighted average (basic) at December 31	**12,830,820**	12,170,285	11,703,530
Effect of dilutive options	**6,482**	6,933	13,173
Weighted average number of shares (diluted) at December 31	**12,837,302**	12,177,218	11,716,703

The average market value of the Company's shares for purposes of calculating the dilutive effect of share options was based on quoted market prices for the year during which the options were outstanding. Options of 13,518 (2021: 18,842, 2020: 14,827) were excluded from the dilutive earnings per share calculation as these options were anti-dilutive.

The quantity of options outstanding as at year end that were out of the money amounted to Nil (2021: Nil, 2020: Nil) options.

The calculation of total basic and diluted earnings per share for the year ended December 31, 2022 was based on the adjusted profit attributable to shareholders as follows:

	2022	2021	2020
Profit for the year attributable to owners of the Company (basic and diluted)	**17,903**	18,405	20,780
Blanket Mine Employee Trust Adjustment	**(517)**	(326)	(485)
Profit attributable to ordinary shareholders (basic and diluted)	**17,386**	18,079	20,295
Basic earnings per share - $	**1.36**	1.49	1.73
Diluted earnings per share - $	**1.35**	1.48	1.73

Basic earnings are adjusted for the amounts that accrue to other equity holders of subsidiaries upon the full distribution of post-acquisition earnings to shareholders.

Diluted earnings are calculated on the basis that the unpaid ownership interests of Blanket Mine's indigenous shareholders are effectively treated as options whereby the weighted average fair value for the period of the Blanket Mine shares issued to the indigenous shareholders and which are subject to settlement of the loan accounts is compared to the balance of the loan accounts and any excess portion is regarded as dilutive. The difference between the number of Blanket Mine shares subject to the settlement of the loan accounts and the number of Blanket Mine shares that would have been issued at the average fair value, is treated as the issue of shares for no consideration and regarded as dilutive shares. The calculated dilution is taken into account with additional earnings attributable to the dilutive shares in Blanket Mine, if any. The interest of the NIEEF shareholding was anti-dilutive (i.e., the value of the options was less than the outstanding loan balance). Accordingly, there was no adjustment to fully diluted earnings attributable to shareholders.

27 Non-controlling interests

Blanket Mine's (incorporated in Zimbabwe) NCI share recognised at an effective share and voting rights of 13.2% (2021: 13.2%, 2020: 13.2%)

	2022	2021	2020
Current assets	**30,397**	33,634	24,864
Non-current assets	**172,611**	154,003	133,908
Current liabilities	**(9,583)**	(17,261)	(7,339)
Non-current liabilities	**(8,062)**	(11,535)	(8,065)
Net assets of Blanket Mine (100%)	**185,364**	158,841	143,368
Carrying amount of NCI of 13.2% (2021: 13.2%, 2020: 13.2%)	**22,409**	19,260	16,524
Revenue	**142,082**	121,329	100,002
Profit after tax	**38,389**	35,911	33,361
Total comprehensive income of Blanket Mine (100%)	**38,389**	35,911	33,361
Profit allocated to NCI of 13.2% (2021: 13.2%, 2020: 13.2%)	**4,963**	4,737	4,477
Dividend allocated to NCI of 13.2% (2021: 13.2%, 2020: 13.2%)	**(1,814)**	(2,001)	(655)
Net cash inflow from operating activities	**50,048**	41,489	36,122
Net cash outflow from investing activities	**(37,798)**	(29,850)	(26,179)
Net cash outflow from financing activities	**(16,506)**	(12,817)	(9,896)
Net cash (outflow) inflow	**(4,256)**	(1,178)	47

28 Provisions

Site restoration

Site restoration relates to the estimated cost of closing down the mines and represents the site and environmental restoration costs, estimated to be paid throughout the period up until closure due to areas of environmental disturbance present at the reporting date as a result of mining activities. The costs of site restoration at Blanket Mine are discounted based on the estimated life of mine. Site restoration costs at Blanket Mine are capitalised to mineral properties on initial recognition and depreciated systematically over the estimated life of the mine.

28 Provisions (continued)

Reconciliation of site restoration provision	**2022**	2021
Balance January 1	**3,294**	3,567
Unwinding of discount	**132**	–
Change in estimate - adjustment capitalised in Property, plant and equipment	**(468)**	(408)
Acquisition - Maligreen	–	135
Balance December 31	**2,958**	3,294
Current	–	–
Non-current	**2,958**	3,294

The discount rates currently applied in calculating the present value of the Blanket Mine provision is 4.14% (2021: 1.94%) sourced from the U.S. Department of Treasury, based on a risk-free rate and cash flows estimated at an average 2.40% U.S. inflation (2021: 2.26%). The gross rehabilitation costs, before discounting, amounted to $3,137 (2021: $3,087) for Blanket Mine as at December 31, 2022.

29 Trade and other payables

	2022	2021
Trade payables and accruals	**3,502**	2,503
Electricity accrual	**2,386**	888
Audit fee	**284**	260
Dividends due	**1,883**	–
Solar plant supplier accrual	**1,852**	–
Bilboes oxide project payable (note 5)*	**872**	–
Other payables	**651**	749
Financial liabilities	**11,430**	4,400
Production and management bonus accrual - Blanket Mine	**287**	899
Other employee benefits	**982**	657
Leave pay	**2,462**	2,410
Bonus provision	**1,025**	645
Accruals	**1,268**	946
Non-financial liabilities	**6,024**	5,557
Total	**17,454**	9,957

* On August 1, 2022, the purchase price to acquire the Bilboes oxide project represented the cost to repair the plant and equipment of the oxide project and restart the oxides mining process.

30 Loan notes payable

On November 1, 2022 Caledonia, in connection with the Share Purchase Agreement, entered into a Loan notes Instrument agreement ("loan notes" or "notes") with Bulawayo Mining to acquire all the shares of Motapa, along with its wholly owned subsidiary Arraskar. The acquisition was assessed as an E&E asset acquisition. The purchased shares are with full title guarantee and free from all Encumbrances, together with all rights attached or accruing to them. The loan notes certificate was also issued by Caledonia on November 1, 2022.

The aggregate principal amount of the loan notes is limited to US$7.25 million. Interest on the loan notes is compounded monthly at an interest rate of 13% per annum. Interest shall be payable on the principal amount of the loan notes outstanding from time to time from the issue date of the loan notes until the date of redemption of the loan notes at the interest rate.

The loan notes will be payable on the following maturity dates:

- $5 million notes to be payable, March 31, 2023 and,
- in respect of the remaining $2.25 million notes to be issued, June 30, 2023 or,
- in each case, such later date as may be agreed, in writing, between the Caledonia and each of the noteholders.

Caledonia shall pay accrued interest in cash, in arrear to Bulawayo Mining on the relevant maturity date.

All notes repaid by Caledonia shall be automatically and immediately cancelled and shall not be reissued.

If Caledonia fails to pay Bulawayo Mining any principal amount or any interest due on the notes on the date on which such amount becomes due and payable, Caledonia shall pay default interest at a rate of 10% per annum on such overdue amount from the date of such failure up to the date of actual payment (after as well as before judgment), calculated and accruing on a daily basis for so long as the amount remains unpaid.

Caledonia shall retain at least $1 million as the penalty sum, in a bank account held in its name in Jersey for so long as any amounts remain outstanding on the notes. No default interest shall be payable on the penalty sum.

Greenstone Management Services Holdings Limited (UK) ("GMS UK"), Caledonia's subsidiary, shall guarantee Caledonia's obligations. GMS UK unconditionally and irrevocably guarantees to each of the noteholders from time to time that if, for any reason whatsoever, the aggregate outstanding principal amount of its notes (or any part of it) together with all outstanding accrued interest thereon is not paid in full by Caledonia on the due date it shall, on demand in writing by such noteholder, pay such sum as shall be equal to the amount in respect of which such default has been made, provided that GMS UK's maximum aggregate liability shall not exceed an amount equal to the aggregate outstanding principal amount of its notes in issue at any time and all outstanding accrued interest (including such penalty sum, if any) thereon due to such noteholder. Payment by GMS UK to any noteholder made in accordance with the above shall be deemed a valid payment for all purposes. GMS UK shall be liable under this guarantee as if it were a principal and independent debtor and accordingly it shall not have, as regards the loan notes, any of the rights or defences of a surety as against the noteholders.

According to management's best estimate, the value on initial recognition and subsequent measurement of the financial guarantee contract deemed to be not significant and zero. This is supported by management estimating the risk being very low for Caledonia not fulling to pay the notes due on the respective maturity dates.

The fair value of the loan notes payable at inception, November 1, 2022, was measured at $6,802. The effective interest rate on the loan notes were estimated to be 12.75% per annum. The loan notes were subsequently measured at amortised cost.

30 Loan notes payable (continued)

A summary of the loan notes payable is as follows:

Fair value November 1, 2022	6,802
Finance cost	302
Balance December 31, 2022	7,104

Refer to note 18 for more information on the exploration and evaluation asset acquired.

31 Cash flow information

Non-cash items and information presented separately on the Statements of cash flows statement:

	2022	2021	2020
Operating profit	**40,276**	38,360	40,735
Adjustments for:			
Impairment of property, plant and equipment (note 17)	**8,209**	497	–
Impairment of exploration and evaluation assets (note 18)	**467**	3,837	2,930
Unrealised foreign exchange gains (note 13)	**(12,736)**	(2,754)	(8,367)
Cash-settled share-based expense (note 12.1)	**609**	477	1,413
Cash-settled share-based expense included in production costs (note 9)	**853**	692	634
Cash portion of cash-settled share-based expense (note 12.1)	**(1,468)**	(420)	(1)
Equity-settled share-based expense (note 12.2)	**484**	–	–
Depreciation (note 17)	**10,141**	8,046	4,628
Fair value loss on derivative instruments (note 14)	**401**	240	266
Write down of inventory (note 9)	**563**	–	–
Derecognition of property, plant and equipment	–	(38)	182
Expected credit losses on deferred consideration on the disposal of subsidiary	–	761	–
Cash generated from operations before working capital changes	**47,799**	49,698	42,420
Inventories	**1,915**	(4,016)	(5,707)
Prepayments	**(1,375)**	(4,272)	816
Trade and other receivables	**(1,561)**	(4,746)	539
Trade and other payables	**2,879**	2,039	(101)
Cash generated from operations	**49,657**	38,703	37,967

32 Financial Instruments and risk management

The Group has exposure to the following risks from its use of financial instruments:

- Credit risk;
- Liquidity risk;
- Market risk

This note present information about the Group's exposure to each of the above risks and the Group's objectives, policies and processes for measuring and managing risk. Further quantitative disclosures are included throughout these consolidated financial statements. The Group is exposed in varying degrees to a variety of financial instrument related risks by virtue of its activities. The overall financial risk management program focuses on the preservation of capital and protecting current and future Group assets and cash flows by reducing exposure to risks posed by the uncertainties and volatilities of financial markets.

The Board of Directors has the responsibility to ensure that an adequate financial risk management policy is established and to approve the policy. The Group's Audit Committee oversees management's compliance with the Group's financial risk management policy.

Gold price hedges were entered into to manage the possible effect of gold price fluctuations. The derivative financial instrument was entered into by the Company for economic hedging purposes and not as a speculative investment. The fair value of the Group's financial instruments approximates their carrying value due to the short period to maturity.

The types of risk exposure and the way in which such exposures are managed are described below:

(a) Credit risk

Exposure to credit risk

Credit risk includes the risk of a financial loss to the Group if a gold sales customer fails to meet its contractual obligation.

The carrying amount of financial assets as disclosed in the statements of financial position and related notes represents the maximum credit exposure. The maximum exposure to credit risk for trade and other receivables at the reporting date by geographic region was:

Carrying amount	**2022**	2021
Zimbabwe	**9,059**	4,753
Jersey, Channel Islands	–	–
Other regions	**1**	23
	9,060	4,776

Of the trade receivables balance at the end of the year, $7,383 (2021: $4,528) is due from Fidelity, the Group's largest customer. Apart from this, the Group does not have significant credit risk exposure to any single counterparty. The Group's credit risk over trade receivables is significantly reduced as Fidelity has never paid outside of their contractually agreed credit terms.

32 Financial Instruments and risk management (continued)

(b) Liquidity risk

Liquidity risk is the risk that the Group does not have sufficient financial resources available to meet its obligations as they fall due. The Group manages its liquidity risk by ensuring sufficient cash availability to meet its likely cash requirements, after taking into account cash flows from operations and the Group's holdings of cash and cash equivalents. The Group believes that these sources will be sufficient to cover the anticipated cash requirements. Senior management is also actively involved in the reviewing and approving of planned expenditures by regularly monitoring cash flows from operations and anticipated investing and financing activities.

The following are the contractual maturities of financial liabilities, including contractual interest payments and excluding the impact of netting agreements.

Non-derivative financial liabilities

December 31, 2022	**Carrying amount**	**Total Contractual cashflow amount**	**12 months or less**
Trade and other payables	**11,430**	**11,430**	**11,430**
Loan notes payable	**7,104**	**7,723**	**7,723**
Lease liabilities	**313**	**342**	**152**
	18,847	**19,195**	**19,305**

December 31, 2021	Carrying amount	Total Contractual cashflow amount	12 months or less
Trade and other payables	4,400	4,400	4,400
Lease liabilities	465	532	158
	4,865	4,932	4,558

The Group regularly monitors its liquidity risk and evaluates the options available.

Sensitivity analysis

A reasonably possible strengthening (weakening) of the gold price will have an impact on the revenue of the Group and the fair value of the gold loan and call option at December 31, 2021. This would have affected the measurement of financial instruments by the amounts as indicated below. This analysis assumes that all other variables remain constant.

32 Financial Instruments and risk management (continued)

(b) Liquidity risk (continued)

Sensitivity analysis (continued)

An increase or decrease of 5% of the gold price would have the following equal or opposite effect on the derivative financial instruments on December 31:

Consolidated statement of financial position:

	2022	2021
Derivative financial liabilities - Gold loan		
Increase by 5% of the gold price	-	143
Decrease by 5% of the gold price	-	(143)
Derivative financial liabilities - Call option		
Increase by 5% of the gold price	-	11
Decrease by 5% of the gold price	-	(11)
Derivative financial assets - Put option		
Increase by 5% of the gold price	-	-
Decrease by 5% of the gold price	**22**	-

Consolidated statement of profit or loss and other comprehensive income:

Fair value loss on derivative financial instruments	**2022**	2021
Derivative financial liabilities - Gold loan		
Increase by 5% of the gold price	-	143
Decrease by 5% of the gold price	-	(143)
Derivative financial liabilities - Call option		
Increase by 5% of the gold price	-	11
Decrease by 5% of the gold price	-	(11)
Derivative financial assets - Put option		
Increase by 5% of the gold price	-	-
Decrease by 5% of the gold price	**22**	-

The Group’s revenues had full exposure to the gold price up to December 22, 2022 when the Gold put option agreement was concluded (refer note 14.1).

32 Financial Instruments and risk management (continued)

(c) Market risk
(i) Currency risk

The Group is exposed to currency risk on inter-company sales and purchases that are denominated in a currency other than the respective functional currencies of Group entities. The Group does not use financial instruments to hedge its exposure to currency risk, except for the investment in a Gold ETF to avoid fluctuations in South African Rands. To reduce exposure to currency transaction risk, the Group regularly reviews the currency (i.e. RTGS$ or Foreign currency) in which it spends its cash to identify and avoid specific expenditures in currencies that experience inflationary pressures. The Group aims to maintain cash and cash equivalents in US Dollars to manage foreign exchange exposure.

The fluctuation of the US Dollar in relation to other currencies that entities within the Group may transact in will consequently have an effect upon the profitability of the Group and may also effect the value of the Group's assets and liabilities. As noted below, the Group has certain financial assets and liabilities denominated in currencies other than the functional currency of the Company. To reduce exposure to currency transaction risk, the Group regularly reviews the currency in which it spends its cash to identify and avoid specific expenditures in currencies that experience inflationary pressures. Further, the Group aims to maintain cash and cash equivalents in US Dollar to avoid foreign exchange exposure and to meet short-term liquidity requirements.

Sensitivity analysis

As a result of the Group's monetary assets and liabilities denominated in foreign currencies which is different to the functional currency of the underlying entities, the profit or loss and equity in the underlying entities could be affected by movements between the functional currency and the foreign currency. The table below indicates consolidated monetary assets/(liabilities) in the Group that have a different functional currency and foreign currency.

	2022		2021	
	$'000		$'000	
	Functional currency		Functional currency	
	ZAR	$	ZAR	$
Cash and cash equivalents	**60**	**259**	59	259
Trade and other receivables	**-**	**2,607**	-	2,293
Trade and other payables	**-**	**(130)**	-	(166)
Overdraft	**-**	**(5,239)**	-	(887)
	60	**(2,503)**	59	1,499

32 Financial Instruments and risk management (continued)

(c) Market risk (continued)
(i) Currency risk (continued)

A reasonably possible strengthening or weakening of 5% of the various functional currencies against the foreign currencies would have the following equal or opposite effect on profit or loss and equity for the Group:

	2022		2021	
	$'000		$'000	
	Functional currency		Functional currency	
	ZAR	$	ZAR	$
Cash and cash equivalents	**3**	**27**	3	40
Trade and other receivables	**-**	**124**	-	109
Trade and other payables	**-**	**(6)**	-	(8)
Overdraft	**-**	**(249)**	-	(42)
	3	**(104)**	3	99

(ii) Interest rate risk

The Group's interest rate risk arises from Loans and borrowings, overdraft facility and cash held. The Loans and borrowings, overdraft facility and cash held have variable interest rates. Variable rates expose the Group to cash flow interest rate risk. The Group has not entered into interest rate swap agreements and mitigates the interest rate risk by remaining in a positive consolidated net cash position.

The Group’s assets and liabilities exposed to interest rate fluctuations as at year end is summarised as follows:

	2022	2021
Cash and cash equivalents	**6,735**	17,152
Overdraft	**5,239**	887
Loan notes payable	**7,104**	–

Interest rate risk arising from borrowings is offset by interest from available cash and cash equivalents. The table below summarises the effect of a change in finance cost on the Group’s profit or loss and equity, had the rates charged differed.

Sensitivity analysis - Cash and cash equivalents	**2022**	2021
Increase by 100 basis points	**67**	172
Decrease by 100 basis points	**(67)**	(172)
Sensitivity analysis - Overdraft		
Increase by 100 basis points	**52**	9
Decrease by 100 basis points	**(52)**	(9)
Sensitivity analysis - Loan notes payable		
Increase by 100 basis points	**71**	-
Decrease by 100 basis points	**(71)**	-

33 Dividends

	2022	2021	2020
Dividends declared to owners of the Company (excluding NCI)	**8,975**	6,068	3,887

Quarterly dividend per share history:

Declaration date	**cents per share**
January 16, 2020	7.5
May 14, 2020	7.5
July 16, 2020	8.5
October 15, 2020	10.0
January 14, 2021	11.0
April 15, 2021	12.0
July 15, 2021	13.0
October 14, 2021	14.0
January 13, 2022	14.0
April 18, 2022	14.0
July 14, 2022	14.0
October 13, 2022	14.0
December 30, 2022	14.0

	2022	2021	2020
Dividends declared and paid (excluding NCI)	**7,178**	6,068	3,887
Dividends due (excluding NCI)	**1,797**	-	-
	8,975	6,068	3,887

34 Contingencies

The Group may be subject to various claims that arise in the normal course of business. Management believes there are no contingent liabilities to report.

35 Related parties

Directors of the company, as well as certain executives, are considered key management. For entities within the Group refer to note 36.

Employee contracts between Caledonia Mining South Africa Proprietary Limited, the Company and key management, include an option for respective key management to terminate such employee contract in the event of a change in control of the Company and to receive a severance payment equal to two years' compensation. If this was triggered as at December 31, 2022 the severance payment would have amounted to $8,575 (2021: $8,214, 2020: $8,338). A change in control would constitute:

- the acquisition of more than 50% of the shares; or
- the acquisition of right to exercise the majority of the voting rights of shares; or
- the acquisition of the right to appoint the majority of the board of directors; or
- the acquisition of more than 50% of the assets of the Group.

35 Related parties (continued)

Key management personnel and director transactions:

The Company has entered into a consultancy agreement with SR Curtis, a director of the Board, effective July 1, 2022 until December 31, 2023 of a monthly fee of $44.1 as from July 1, 2022 until December 31, 2022 and $12.5 from January 1, 2023 until December 31, 2023. During the period ended December 31, 2022, the Company recorded $265 (2021: $Nil) in consultancy fees.

A number of related parties transacted with the Group in the reporting period. The aggregate value of transactions and outstanding balances relating to key management personnel and entities over which they have control or significant influence were as follows:

	2022	2021	2020
Key management salaries and bonuses	**3,773**	3,245	2,915
Cash-settled share-based expense*	**617**	540	1,280
	4,390	3,785	4,195

* *Amount inclusive of $354 (2021: $123, 2020: $295) classified as production costs.*
Employees, officers, directors, consultants and other service providers also participate in the OEICP (see note 11).

Group entities are set out in note 36.

Refer to note 6 and note 27 for transactions with non-controlling interests.

Refer to note 37 for management fees between Caledonia Mining South Africa Proprietary Limited and Blanket Mine (1983) (Private) Limited.

Refer to note 30 for transactions on the Guarantee issued between GMS UK and Caledonia.

Refer to note 11 for directors fees paid.

All related party transactions occurred at arm's length.

36 Group entities

Intercompany balances with holding company

	Functional currency	Country of incorporation	Legal shareholding 2022	2021	Intercompany balances with holding company 2022	2021
Caledonia Holdings Zimbabwe (Private) Limited	$	Zimbabwe	**100**	100	**(6,683)**	(6,795)
Caledonia Mining Services (Private) Limited	$	Zimbabwe	**100**	100	**-**	-
Fintona Investments Proprietary Limited	ZAR	South Africa	**100**	100	**14,859**	14,859
Caledonia Mining South Africa Proprietary Limited	ZAR	South Africa	**100**	100	**(5,329)**	(1,406)
Greenstone Management Services Holdings Limited	$	United Kingdom	**100**	100	**(36,597)**	(22,916)
Blanket Mine (1983) (Private) Limited (2)	$	Zimbabwe	**64**	64	**561**	1,030
Blanket Employee Trust Services (Private) Limited (BETS) (1)	$	Zimbabwe	**-**	-	**-**	-
Motapa Mining Company UK Limited	$	United Kingdom	**100**	-	**-**	-
Arraskar Investments (Private) Limited	$	Zimbabwe	**100**	-	**-**	-

(1) BETS and the Community Trust are consolidated as structured entities.
(2) Refer to note 6 for the effective shareholding. NCI has a 13.2% (2021: 13.2%, (2020: 13.2%) interest in cash flows of Blanket only.

Intercompany transactions with holding company

	Loans advanced/ (repaid) 2022	2021	Interest received 2022	2021	Foreign exchange profits 2022	2021
Caledonia Holdings Zimbabwe (Private) Limited	**(424)**	(4,479)	**536**	1,263	**–**	–
Caledonia Mining Services (Private) Limited	**–**	–	**–**	–	**–**	–
Caledonia Mining South Africa Proprietary Limited	**(4,293)**	(1,242)	**–**	–	**370**	448
Greenstone Management Services Holdings Limited	**(13,681)**	(2,098)	**–**	–	**–**	–
Blanket Mine (1983) (Private) Limited (2)	**(509)**	1,429	**40**	–	**–**	–
Blanket Employee Trust Services (Private) Limited (BETS) (1)	**–**	–	**–**	–	**–**	–
Motapa Mining Company UK Limited	**–**	–	**–**	–	**–**	–
Arraskar Investments (Private) Limited	**–**	–	**–**	–	**–**	–
	(18,907)	(6,390)	**576**	1,263	**370**	448

37 Operating Segments

The Group's operating segments have been identified based on geographic areas. The strategic business units are managed separately because they require different technology and marketing strategies. For each of the strategic business units, the Group's CEO reviews internal management reports on at least a quarterly basis. Zimbabwe and South Africa describe the operations of the Group's reportable segments. The Zimbabwe operating segment comprises Caledonia Holdings Zimbabwe (Private) Limited and subsidiaries Blanket Mine (1983) (Private) Limited and Caledonia Mining Services (Private) Limited, as well as Motapa Mining Company UK Limited and its subsidiary Arraskar Investments (Private) Limited. The South African geographical segment comprises a gold mine that is on care and maintenance (and now sold), as well as sales made by Caledonia Mining South Africa Proprietary Limited to the Blanket Mine. The holding company (Caledonia Mining Corporation Plc) and Greenstone Management Services Holdings Limited (a UK company) responsible for administrative functions within the Group are taken into consideration in the strategic decision-making process of the CEO and are therefore included in the disclosure below. Reconciling amounts do not represent a separate segment. Information regarding the results of each reportable segment is included below. Performance is measured based on segment profit before income tax, as included in the internal management report that are reviewed by the Group's CEO. Segment profit is used to measure performance as management believes that such information is the most relevant in evaluating the results of certain segments relative to other entities that operate within these industries. The accounting policies of the reportable segments are the same as the Group's accounting policies.

Information about reportable segments

For the twelve months ended December 31, 2022	Zimbabwe	South Africa	Inter-group eliminations adjustments	Corporate and other reconciling amounts	Total
Revenue	**142,082**	–	–	–	**142,082**
Inter-segmental revenue	–	**19,885**	**(19,885)**	–	–
Royalty	**(7,124)**	–	–	–	**(7,124)**
Production costs	**(62,701)**	**(18,883)**	**18,586**	–	**(62,998)**
Depreciation	**(10,735)**	**(153)**	**789**	**(42)**	**(10,141)**
Other income	**48**	**12**	–	–	**60**
Other expenses	**(11,289)**	**(66)**	–	**(427)**	**(11,782)**
Administrative expenses	**(172)**	**(3,047)**	–	**(8,722)**	**(11,941)**
Management fee	**(3,454)**	**3,454**	–	–	–
Cash-settled share-based expense	–	–	**853**	**(1,462)**	**(609)**
Equity-settled share-based expense	–	–	–	**(484)**	**(484)**
Net foreign exchange gain (loss)	**4,415**	**(119)**	**(291)**	**406**	**4,411**
Fair value loss on derivative liabilities	–	–	–	**(1,198)**	**(1,198)**
Net finance cost	**(861)**	**(8)**	–	**229**	**(640)**
Dividends (paid) received	**(16,992)**	–	–	**16,992**	–
Profit before tax	**33,217**	**1,075**	**52**	**5,292**	**39,636**
Tax expense	**(15,785)**	**(252)**	**117**	**(850)**	**(16,770)**
Profit after tax	**17,432**	**823**	**169**	**4,442**	**22,866**

37 Operating Segments (continued)

As at December 31, 2022	Zimbabwe	South Africa	Inter-group eliminations adjustments	Corporate and other reconciling amounts	Total
Geographic segment assets:					
Current (excluding intercompany)	**33,130**	**1,448**	**(83)**	**3,932**	**38,427**
Non-Current (excluding intercompany)	**181,982**	**822**	**(5,446)**	**19,406**	**196,764**
Expenditure on property, plant and equipment (note 17)	**39,635**	**(881)**	**(1,355)**	**10,821**	**48,220**
Expenditure on evaluation and exploration assets (note 18)	**9,394**	–	–	**4**	**9,398**
Intercompany balances	**33,468**	**12,202**	**(107,227)**	**61,557**	–
Geographic segment liabilities:					
Current (excluding intercompany)	**(17,451)**	**(1,901)**	–	**(13,089)**	**(32,441)**
Non-current (excluding intercompany)	**(8,197)**	**(101)**	**116**	**(1,109)**	**(9,291)**
Intercompany balances	**(12,725)**	**(34,753)**	**107,227**	**(59,749)**	–

For the twelve months ended December 31, 2021	Zimbabwe	South Africa	Inter-group eliminations adjustments	Corporate and other reconciling amounts	Total
Revenue	121,329	–	–	–	121,329
Inter-segmental revenue	–	21,662	(21,662)	–	–
Royalty	(6,083)	–	–	–	(6,083)
Production costs	(53,117)	(19,902)	19,893	–	(53,126)
Depreciation	(8,348)	(120)	466	(44)	(8,046)
Other income	47	(1)	–	–	46
Other expenses	(3,241)	–	–	(3,895)	(7,136)
Administrative expenses	(128)	(2,867)	(2)	(6,094)	(9,091)
Management fee	(2,908)	2,908	–	–	–
Cash-settled share-based expense	–	29	691	(1,197)	(477)
Net foreign exchange gain (loss)	1,182	(295)	(92)	389	1,184
Fair value loss on derivative instruments	–	(105)	–	(135)	(240)
Net finance cost	(1,614)	(2)	–	1,255	(361)
Profit before tax	47,119	1,307	(706)	(9,721)	37,999
Tax expense	(14,356)	(652)	151	–	(14,857)
Profit after tax	32,763	655	(555)	(9,721)	23,142

37 Operating Segments (continued)

As at December 31, 2021	Zimbabwe	South Africa	Inter-group eliminations adjustments	Corporate and other reconciling amounts	Total
Geographic segment assets:					
Current (excluding intercompany)	34,440	2,457	(162)	16,198	52,933
Non-Current (excluding intercompany)	159,612	2,315	(4,880)	897	157,944
Expenditure on property, plant and equipment (note 17)	30,575	1,923	(1,019)	–	31,479
Expenditure on evaluation and exploration assets (note 18)	5,554	–	–	163	5,717
Intercompany balances	34,512	9,131	(91,697)	48,054	–
Geographic segment liabilities:					
Current (excluding intercompany)	(10,042)	(1,606)	–	(6,040)	(17,688)
Non-current (excluding intercompany)	(11,535)	(313)	322	(1,107)	(12,633)
Intercompany balances	(12,414)	(35,467)	91,697	(43,816)	–

Major customer

Revenues from Fidelity amounted to $142,082 (2021: $121,329, 2020: $100,002) for the twelve months ended December 31, 2022.

38 Defined Contribution Plan

Under the terms of the Mining Industry Pension Fund ("Fund") in Zimbabwe, eligible employees contribute a fixed percentage of their eligible earnings to the Fund. Blanket Mine makes a matching contribution plus an inflation levy as a fixed percentage of eligible earnings of these employees. The total contribution by Blanket Mine for the year ended December 31, 2022 was $1,022 (2021: $898, 2020: $796).

39 Subsequent events

There were no significant subsequent events between December 31, 2022 and the date of issue of these financial statements other than described below and included in the preceding notes to the consolidated financial statements.

(a) Acquisition of Bilboes

On January 6, 2023 Company announced that it completed the acquisition of Bilboes Gold, the parent company which owns, through its Zimbabwe subsidiary, Bilboes Holdings, the Bilboes gold project in Zimbabwe. Refer to note 5 for more information.

(b) Solar loan notes

From February to April 2023 Caledonia Mining Services (Private) Limited ("**CMS**"), owner of the solar plant and a wholly owned subsidiary of the Company, issued loan notes ("**bonds**") to the value of $7 million to Zimbabwean registered commercial entities. The bonds were issued to optimise the capital structure of the Group and provide additional debt instruments to the Zimbabwean financial market. The bonds have an interest rate of 9.5% payable bi-annually and have a tenor of 3 years from the date of issue. The bond repayments are guaranteed by the Company.

39 Subsequent events (continued)

(c) Equity Raise

During March and April 2023, the Company conducted placings of depositary interests and depositary receipts for its shares on the AIM and VFEX. A total of 1,207,514 common shares were placed in the form of depositary interests and depositary receipts raising a total US$16.6 million before deduction of the costs related to these placings.

(d) PUs and EPUs granted

On April 7, 2023 the Company granted 79,894 PUs and 93,035 EPUs to certain management and employees within the Group pursuant to provisions of the 2015 Omnibus Equity Incentive Compensation Plan ("OEICP"). All PUs and EPUs were granted and approved at the discretion of the Compensation Committee of the Board of Directors.

These PUs have a performance condition based on 50% gold production over three years, 50% three year average normalised controllable cost per ounce of producing gold and a performance period of one up to three years. The number of PUs that vest will be the relevant portion of the PUs granted multiplied by the performance multiplier, which will reflect the actual performance in terms of the performance conditions compared to expectations on the date of the award. PUs have rights to dividends only after they have vested.

EPUs have a performance multiplier calculated on 50% gold production over three years, 50% three year average normalised controllable cost per ounce of producing gold and a performance period of three years. The number of EPUs that vest as shares will be the EPUs granted multiplied by the performance multiplier percentage. EPUs have rights to dividends only after they have vested.

40 Going concern

The directors have, at the time of approving these consolidated financial statements, a reasonable expectation that Caledonia has adequate resources to continue in operational existence for the foreseeable future. Thus they continue to adopt the going concern basis of accounting in preparing these consolidated financial statements.

SIGNATURE

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign this Annual Report on its behalf.

Date April 28, 2023

CALEDONIA MINING CORPORATION PLC

By: /s/ Chester Goodburn
Chester Goodburn
Chief Financial Officer

Exhibit 2.2

DATED 01 November 2022

CALEDONIA MINING CORPORATION PLC

GREENSTONE MANAGEMENT SERVICES HOLDINGS LIMITED

(AS GUARANTOR)

LOAN NOTE INSTRUMENT

for the US$7,250,000 guaranteed loan notes 2022

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THIS DEED is dated 01 November 2022

ISSUER

Caledonia Mining Corporation Plc incorporated and registered in Jersey with company number 120924 whose registered office is at B006 Millais House, Castle Quay, Jersey, Channel Islands JE2 3EF (the **Issuer**); and

Greenstone Management Services Holdings Limited incorporated and registered in England with company number 08014359 whose registered office is at 165 Fleet Street, London, England, EC4A 2DY (the **Guarantor**).

BACKGROUND

(A) The Issuer has, by resolution of its board of directors passed on 14 September 2022 resolved to (i) enter into the Share Purchase Agreement (defined below) and (ii) in connection with the Share Purchase Agreement enter into a credit arrangement, which shall create up to a maximum nominal amount of US$7,250,000 guaranteed loan notes 2022 to be constituted in the manner set out in this Instrument.

(B) The Guarantor, the Issuer's subsidiary, shall guarantee the Issuer's obligations as set out in this Instrument.

AGREED TERMS

1. **INTERPRETATION**

The definitions and rules of interpretation in this Clause apply in this Instrument.

1.1 Definitions:

Business Day	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business
Certificate	means a certificate for any Notes issued by the Issuer in accordance with Clause 9 (*Certificates*), in the form (or substantially the form) set out in Part 1 of Schedule 1 (*Form of Note*);
Company	means Motapa Mining Company UK Limited registered in England and Wales with company number 13178541;

Conditions	means the conditions attaching to the Notes as set out in Schedule 2 and as amended from time to time in accordance with this Instrument. The term **Condition** shall be construed accordingly;
Default Interest	has the meaning set out in paragraph 1.2 of Part 1 of the Conditions;
Event of Default	means any of the events specified in paragraph 4.2 of Part 1 of the Conditions;
Interest Rate	13% per annum;
Issue Date	means in relation to any Notes, the date of issue of such Notes as shown on the first Certificate representing such Notes;
Maturity Date	means, in respect of US$5,000,000 Notes to be issued, 31 March 2023 and, in respect of the remaining US$2,250,000 Notes to be issued, 30 June 2023 or, in each case, such later date as may be agreed, in writing, between the Issuer and each of the Noteholders;
Noteholder	means a person for the time being entered in the Register as the holder of any Notes;
Notes	means US$7,250,000 guaranteed loan notes 2022 constituted by this Instrument or, as the case may be, the amount of such loan notes for the time being issued and outstanding;
Register	means the register of Noteholders kept and maintained by the Issuer in accordance with Clause 10 (*The Register*);
Penalty Sum	means the sum equal to US$1,000,000;
Repayment Notice	means a notice in the form (or substantially in the form) set out in Part 2 of Schedule 1 (*Form of Note*);

Share Purchase Agreement	means the share purchase agreement dated on or about the date of this Instrument between Bulawayo Mining Company Limited and the Issuer in respect of the sale and purchase of the Shares;
Shares	100 per cent. of the issued share capital of the Company; and
Special Resolution	means: (a) a resolution passed at a meeting of the Noteholders duly convened and held in accordance with Schedule 3 (*Meetings of Noteholders*) and carried unanimously by the persons voting at such meeting on a show of hands or, if a poll is demanded, unanimously by the votes given on such poll; or (b) a written resolution of the Noteholders which complies with paragraph 8.2 of Schedule 3 (*Meetings of Noteholders*)

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Instrument.

1.3 References to Clauses and Schedules are to the Clauses of and Schedules to this Instrument and references to paragraphs are to paragraphs of the relevant Schedule.

1.4 The Schedules form part of this Instrument and shall have effect as if set out in full in the body of this Instrument. Any reference to this Instrument includes the Schedules.

1.5 A reference to **this Instrument**, **the Conditions** or to **any other agreement or document referred to in this Instrument or the Conditions** is a reference to this Instrument, the Conditions or such other agreement or document as varied or novated in accordance with their terms from time to time.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality.

1.9 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.10 A reference to a **disposal** includes a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and **dispose** will be construed accordingly.

1.11 Unless otherwise expressly provided in this Instrument, a reference to **writing** or **written** includes email.

1.12 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.13 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a member of its group, group company or group means, in relation to a company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company .

1.14 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.15 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.16 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

1.17 Any obligation on a person not to do something includes an obligation not to allow that thing to be done.

1.18 A reference in this Instrument to:

1.18.1 any Notes being **outstanding** means such Notes as are in issue, unredeemed and uncancelled at the relevant time;

1.18.2 the **assets** of any person shall be construed as a reference to all or any part of its business, undertaking, property, assets, revenues (including any right to receive revenues) and uncalled capital;

1.18.3 **indebtedness** shall be construed as a reference to any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent;

1.18.4 **repayment** includes redemption and vice versa and the words **repay, redeem, repayable, redeemed** and **repaid** shall be construed accordingly;

1.18.5 **US$** denotes the lawful currency of the United States of America; and

1.18.6 **tax** shall be construed so as to include any present and future tax, levy, impost, deduction, withholding, duty or other charge of a similar nature (including, without limitation, any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

1.19 Unless the context otherwise requires, a reference to the **Notes** includes a reference to all and/or any of the Notes.

2. **AMOUNT AND DESCRIPTION OF NOTES**

2.1 The aggregate principal amount of the Notes is limited to US$7,250,000.

2.2 The Notes shall be known as the guaranteed loan notes 2022.

3. **STATUS OF NOTES**

3.1 The Notes when issued and while they are outstanding shall rank *pari passu* equally and rateably without discrimination or preference among themselves and as an unsecured obligation of the Issuer.

3.2 No application shall be made to any investment exchange (whether in the United Kingdom or elsewhere) for permission to deal in, or for an official or other listing or quotation, in respect of the Notes.

4. **REPAYMENT OF NOTES**

4.1 The Notes shall be repaid in accordance with paragraph 2 to paragraph 5 (inclusive) of Part 1 of the Conditions.

4.2 When the Notes become repayable in accordance with this Instrument, the Issuer shall pay to the Noteholders the full principal amount of the Notes to be repaid together with any accrued interest on such Notes up to and including the date of payment.

4.3 All payments in respect of the Notes (whether of principal, Default Interest or otherwise) shall be made by the Issuer to the Noteholders entitled to such payments in accordance with paragraph 5 of Part 1 of the Conditions.

4.4 All Notes repaid by the Issuer shall be automatically and immediately cancelled and shall not be reissued.

4.5 The obligations of the Issuer under this Loan Note shall remain in force and extend to the ultimate balance of the Notes as a continuing covering guarantee until they are discharged in full to the satisfaction of the Seller, regardless of any intermediate payment or discharge in whole or in part. The Issuer shall have no right to withdraw from or terminate this Loan Note at any time before the discharge in full of its obligations

5. **INTEREST**

5.1 Until the Notes are repaid in accordance with the provisions of this Instrument, interest shall accrue, compounded monthly, and be paid on the principal amount of the Notes which are outstanding at the rate and in the manner set out in the Conditions.

6. **COVENANTS**

6.1 The Issuer shall retain at least US$1,000,000, as the Penalty Sum, in a bank account held in its name in Jersey for so long as any amounts remain outstanding on the Notes.

6.2 The Issuer shall, in the event of the Noteholders requesting confirmation, provide written confirmation of the subsistence of its covenant as set out in Clause 6.1.

7. **GUARANTEE**

7.1 The Guarantor unconditionally and irrevocably guarantees to each of the Noteholders from time to time that if, for any reason whatsoever, the aggregate outstanding principal amount of its Notes (or any part of it) together with all outstanding accrued interest thereon is not paid in full by the Issuer on the due date it shall (subject to the limitations set out in this Clause 7), on demand in writing by such Noteholder, pay to him, her or it such sum as shall be equal to the amount in respect of which such default has been made, provided that the Guarantor's maximum aggregate liability under this Clause 7 shall not exceed an amount equal to the aggregate outstanding principal amount of its Notes in issue at any time and all outstanding accrued interest (including such Penalty Sum, if any) thereon due to such Noteholder.

7.2 Upon payment in full by the Guarantor of the aggregate outstanding principal amount of its Notes in issue together with all outstanding accrued interest and Penalty Sum (if any), thereon, such Notes shall be deemed to have been repaid and cancelled.

7.3 The Guarantor shall be liable as if it were a principal debtor for all monies payable pursuant to this Instrument (notwithstanding that, as between the Issuer and the Guarantor, the Guarantor is a surety only) and shall not be exonerated or discharged from liability under this Clause 7:

7.3.1 by time or indulgence being given to, or any arrangement or alteration of terms being made with, the Issuer; or

7.3.2 by the liquidation, whether voluntary or compulsory, of the Issuer or by the appointment of an administrative receiver or an administrator in relation to the Issuer or its assets; or

7.3.3 by any act, omission, matter or thing whatsoever whereby the Guarantor, as surety only, would or might have been so exonerated or discharged.

7.4 Each of the covenants and guarantees contained in this Clause 7 shall be a continuing covenant and guarantee binding on the Guarantor, and shall remain in operation until the aggregate principal amount of the Notes together with all outstanding accrued interest thereon has been fully paid or satisfied.

7.5 This Clause 7 shall be deemed to contain, as a separate and independent stipulation, a provision to the effect that any sums of money which may not be recoverable from the Guarantor by virtue of a guarantee (whether by reason of any legal limitation, disability, incapacity or any other fact or circumstance and whether known to the Noteholders or not) shall nevertheless be recoverable from the Guarantor by way of indemnity.

7.6 Each Noteholder shall be entitled to determine from time to time when to enforce this Clause 7 as regards his outstanding Notes and may from time to time make any arrangements or compromise with the Guarantor in relation to the guarantee given by this Clause 7 which such Noteholder may think expedient and/or in his own interest.

7.7 Payment by the Guarantor to any Noteholder made in accordance with this Clause 7 shall be deemed a valid payment for all purposes of this Clause 7 and shall discharge the Guarantor from its liability under this Clause 7 to the extent of the payment and the Guarantor shall not be concerned to see to the application of any such payment.

7.8 In relation to any demand made by a Noteholder for payment by the Guarantor pursuant to this Clause 7, such demand shall be in writing and shall state:

7.8.1 The full name and registered address of such Noteholder and the aggregate outstanding principal amount together with all outstanding accrued interest and Penalty Sum (if any) thereon which is claimed;

7.8.2 that none of the Notes in respect of which such demand is made has been cancelled, redeemed or repurchased by the Issuer;

7.8.3 that the sum demanded is due and payable by the Issuer, that all conditions and demands prerequisite to the Issuer's obligations in relation to those Notes have been fulfilled and made, that any grace period relating to those obligations has elapsed and that the Issuer has failed to pay the sum demanded;

7.8.4 the date on which payment of the aggregate outstanding principal amount (or part thereof) together with all outstanding accrued interest thereon in respect of which the demand is made should have been made to the Noteholder by the Issuer; and

7.8.5 the bank account details of a bank with a recognised financial institution in the Noteholder's name to which payment by the Guarantor is to be credited at the Noteholder's risk.

7.9 The Guarantor shall be liable under this guarantee as if it were a principal and independent debtor and accordingly it shall not have, as regards this Loan Note, any of the rights or defenses of a surety as against the Noteholders.

7.10 The execution by the Guarantor of this Loan Note and its compliance with this guarantee will not involve or lead to a contravention of:

7.10.1 Any law or regulation to which the Guarantor is subject; or

7.10.2 the constitutional documents of the Guarantor; or

7.10.3 any contractual or other obligation or restriction which is binding on the Guarantor or any of its assets.

7.11 To the best of the knowledge information and belief of the Guarantor, no Event of Default or potential Event of Default has occurred and is continuing.

7.12 The Guarantor shall:

7.12.1 at its own cost, do all that it reasonably can to ensure that any security to which it is a party validly creates the obligations and the security which it purports to create in respect of the Guarantor; and

7.12.2 without limiting the generality of the above, at its own cost, promptly register, file, record or enrol any security to which it is a party with any court or authority in all relevant jurisdictions in respect of its interest if applicable, pay any stamp, registration or similar tax in all relevant jurisdictions in respect of any security arrangement to which it is a party,

in respect of its obligations, give any notice or take any other step which may be or become necessary or desirable for any security arrangement to which it is a party to be valid, enforceable or admissible in evidence or to ensure or protect the priority of and security which it creates in respect of itself.

7.13 This Guarantee shall cover any amount payable by the Issuer under the Share Purchase Agreement.

7.14 This Guarantee shall remain in force as a continuing security at all times until the Notes have been satisfied in full.

8. **INVALIDITY**

8.1 In the event of:

8.1.1 the Share Purchase Agreement now being or later becoming, with immediate or retrospective effect, void, illegal, unenforceable or otherwise invalid for any other reason whatsoever, whether of a similar kind or not; or

8.1.2 without limiting the scope of the above, a bankruptcy of the Issuer, the introduction of any law or any other matter resulting in the Issuer being discharged from liability under the Share Purchase Agreement, or the Share Purchase Agreement ceasing to operate (for example, by interest ceasing to accrue);

this guarantee shall cover any amount which would have been or become payable under or in connection with the Share Purchase Agreement if the Share Purchase Agreement had been and remained entirely valid, legal and enforceable, or the Issuer had not suffered bankruptcy, or any combination of such events or circumstances, as the case may be, and the Issuer had remained fully liable under it for liabilities whether invalidly incurred or validly incurred but subsequently retrospectively invalidated. References in this guarantee to amounts payable by the Issuer under or in connection with the Share Purchase Agreement shall include references to any amount which would have so been or become payable as aforesaid.

9. **CERTIFICATES**

9.1 Each Noteholder (whether an original Noteholder or a transferee of Notes made in accordance with Part 2, Condition 3) shall be entitled to receive, without charge, one Certificate for the Notes registered in his name.

9.2 Where any Notes are held jointly, the Issuer shall not be bound to issue more than one Certificate in respect of such Notes and delivery of a Certificate to the person who

is first named in the Register as Noteholder shall be sufficient delivery to all joint holders of such Notes.

9.3 Each Certificate shall:

9.3.1 bear a denoting number;

9.3.2 be issued in the form (or substantially in the form) set out in Part 1 of Schedule 1 (*Form of Note*) and shall be executed by the Issuer in accordance with the laws applicable to the Issuer; and

9.3.3 have the Conditions endorsed on or attached to it.

9.4 If any Certificate is lost, stolen, defaced or destroyed it may be replaced on such terms (if any) as to evidence, indemnity or otherwise as the Issuer may require. In the case of defacement, the defaced Certificate shall be surrendered to the Issuer before a replacement Certificate is issued.

9.5 In the case of repayment or transfer of part only of a Noteholder's Notes, the Certificate(s) in respect of such Notes shall be either:

9.5.1 endorsed with a memorandum of the nominal amount of the Notes so redeemed or transferred and the date of such repayment or transfer; or

9.5.2 cancelled and (without charge) replaced by a new Certificate for the balance of the principal amount of the Notes not then repaid or transferred.

10. **THE REGISTER**

10.1 The Issuer shall at all times keep and maintain the Register at its registered office or at such other place as the Issuer may from time to time appoint for this purpose and notify to the Noteholders.

10.2 The Issuer shall enter in the Register:

10.2.1 the names and addresses of the Noteholders for the time being;

10.2.2 the principal amount of the Notes held by each Noteholder;

10.2.3 the date of issue of each of the Notes and the date on which the name of each Noteholder is entered in the Register in respect of the Notes registered in his name;

10.2.4 the serial number of each Certificate issued and the date of its issue; and

10.2.5 where permitted, all transfers and changes of ownership of the Notes.

10.3 The Issuer shall promptly update the Register to record any change to the name or address of any Noteholder that is notified in writing to the Issuer by that Noteholder.

10.4 Each Noteholder may during office hours and on giving the Issuer reasonable written notice, attend on the Issuer to inspect, and take copies of, the Register.

11. **MEETINGS OF NOTEHOLDERS**

Meetings of the Noteholders shall be convened and held in accordance with the provisions of Schedule 3 (*Meetings of Noteholders*).

12. **ENFORCEMENT**

12.1 From and after the date of this Instrument, and so long as any Notes are outstanding, the Issuer undertakes to duly perform and observe its obligations under this Instrument.

12.2 The Notes shall be issued and held subject to and with the benefit of the provisions of this Instrument and the Conditions. All such provisions shall be binding on the Issuer and the Noteholders and all persons claiming through or under them respectively, and shall enure for the benefit of all Noteholders, their personal representatives, successors and permitted assigns.

12.3 This Instrument shall operate for the benefit of all Noteholders (and their personal representatives and successors), who shall be entitled to enforce and sue for the performance or observance of the provisions of this Instrument in their own right so far as their holding of Notes is concerned.

12.4 Except as provided in Clause 12.3, no one other than a party to this Instrument shall have any rights to enforce any of its terms.

12.5 The Issuer and Guarantor waive any right they may have individually or cumulatively whereby an event of default under this Loan Note has occurred, if a written demand for the immediate repayment of all amounts outstanding under the Loan Note has been issued, of first requiring the Noteholder (or any trustee or agent on its behalf) to proceed against or enforce any other right or security interest or claim payment from any person before claiming from the Issuer and / or Guarantor under this Loan Note. This waiver applies irrespective of any law or any provision of the Loan Note to the contrary.

13. **MODIFICATION**

13.1 The Issuer may from time to time (by deed expressed to be supplemental to this Instrument), with the written consent of the Noteholder or by Special Resolution of Noteholders, modify or amend any provisions of this Instrument (including the

Conditions) or modify, abrogate or compromise the rights of the Noteholders in any respect where such modification, amendment, abrogation or compromise has been approved by a Special Resolution. Any such amendment, modification, abrogation, compromise or arrangement made pursuant to this Clause 13.1 shall be binding on all the Noteholders.

13.2 A memorandum of execution of any instrument supplemental to this Instrument shall be endorsed by the Issuer on this Instrument.

14. **GOVERNING LAW AND JURISDICTION**

14.1 This Instrument and the Notes and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with any of them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

14.2 The parties and the Noteholders submit to the exclusive jurisdiction of the courts of England and Wales should any dispute arise under or in connection with this Agreement.

THIS INSTRUMENT has been EXECUTED as a DEED and is delivered and takes effect on the date at the beginning of it.

SCHEDULE 1

FORM OF NOTE

Part 1 - Loan note certificate

Certificate No. [NUMBER]
Date of Issue [DATE]
Amount US$[AMOUNT]

CALEDONIA MINING CORPORATION PLC
US$7,250,000 GUARANTEED LOAN NOTES 2022

Created and issued pursuant to a resolution of the board of directors of the Issuer passed on [DATE] 2022.

THIS IS TO CERTIFY THAT [NAME OF NOTEHOLDER] is the registered holder of US$[7,250,000] of the US$7,250,000 guaranteed loan notes 2022 constituted by an instrument entered into by the Issuer as issuer on [DATE] 2022 (the **Instrument**). Such Notes are issued with the benefit of and subject to the provisions contained in the Instrument and the Conditions endorsed on or annexed to this Certificate.

Notes:

1. The Notes are repayable in accordance with the Conditions.

2. This Certificate must be surrendered to the Issuer before any transfer or repayment, whether of the whole or any part of the Notes comprised in it, can be registered or effected, or any new certificate issued in exchange.

3. Any change of address of the Noteholder(s) must be notified in writing signed by the Noteholder(s) to the Issuer at its registered office from time to time.

4. Words and expressions defined in the Instrument shall bear the same meaning in this Certificate and in the Conditions.

5. The Notes and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with any of them or their subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales and shall be referred to and finally resolved by the courts of England and Wales as provided for under the terms of the Instrument.

6. A copy of the Instrument is available for inspection at the registered office of the Issuer.

EXECUTED as a **DEED** and delivered by **CALEDONIA MINING CORPORATION PLC** acting by a director, in the presence of:

)
)
)
)
)

_____
, Director

Witness signature _____
Name _____
Address _____
_____
Occupation _____

Dated: 2022

Part 2 - Repayment notice

To: The [NOTEHOLDERS]

We refer to the loan instrument dated [DATE] in respect of the US$7,250,000 guaranteed loan notes 2022 (the **Instrument**).

Unless otherwise defined, defined terms in this notice shall have the same meaning as in the Instrument.

We, as Issuer of the Notes, give notice of our desire to exercise our right to repay the [whole]/US$[AMOUNT]* of the principal amount of the Notes in accordance with the Conditions, on [DATE]**.

Signature of the Issuer

.....
Dated [INSERT DATE]

* Delete as applicable

** Insert date, which is to be not less than 14 days after the date of the repayment notice

SCHEDULE 2

THE CONDITIONS

Part 1 - Interest, repayment and payment

1. **INTEREST**

1.1 Interest shall be payable on the principal amount of the Notes outstanding from time to time from the Issue Date of that Note until the date of redemption of such Note at the Interest Rate.

1.2 The Company shall pay accrued interest in cash, in arrear to the persons who were registered as the holders of the Notes at the close of business on the relevant Maturity Date.

1.3 Interest shall be calculated on the basis of the actual number of days elapsed in the relevant period and a 365 day year.

1.4 Interest shall be compounded monthly. An illustrative amortisation schedule, on the basis of Completion (as defined in the Share Purchase Agreement) occurring on 1 November 2022 and assuming no early repayment of the Notes, is set out in Appendix 1.

1.5 If the Issuer fails to pay any Noteholder any principal amount or any interest due on his Notes on the date on which such amount becomes due and payable pursuant to these Conditions, the Issuer shall (without prejudice to all other rights and remedies of the Noteholder in respect of such failure) pay to that Noteholder default interest at a rate of 10% per annum on such overdue amount from the date of such failure up to the date of actual payment (after as well as before judgment), calculated and accruing on a daily basis for so long as the amount remains unpaid (**Default Interest**). For the avoidance of doubt, no interest or Default Interest shall be payable on the Penalty Sum.

2. **REPAYMENT**

2.1 To the extent not previously repaid or redeemed (and subject always to paragraph 5.6 and paragraph 5.7 of Part 1 of these Conditions), the Notes will be repaid by the Issuer on the applicable Maturity Date.

2.2 At any time prior to the relevant Maturity Date, the Issuer shall be entitled to repay all or part, of the Notes by delivering to each of the Noteholders a duly completed Repayment Notice not less than 14 days' prior to the proposed repayment date.

2.3 Where a Repayment Notice is given to the Noteholders in accordance with paragraph 2.2 above:

2.3.1 the Repayment Notice shall be irrevocable, save with the consent in writing of all of the Noteholders; and

2.3.2 the Issuer shall (subject to paragraph 5.6 and paragraph 5.7 of Part 1 of these Conditions) repay the amount of the Notes specified in the Repayment Notice on the relevant repayment date.

2.4 Any payments made by the Issuer (or, if applicable, the Guarantor) to Noteholders under the terms of these Notes shall be made to a bank account in the Noteholder's name at a recognised financial institution, to be notified in writing to the Issuer (or Guarantor) by the Noteholder not less than 5 Business Days prior to the proposed date of payment. No payment shall be considered overdue nor any payment obligation breached by the Issuer or Guarantor where a payment cannot be made on the due date following failure by the Noteholder to so notify the Issuer (or Guarantor) of complete and accurate bank details in accordance with this Condition.

3. **NEGATIVE PLEDGE**

3.1 The Issuer shall procure that the Guarantor shall not, create or permit to arise any security interest over any asset present or future except security interests created or permitted herein.

4. **ACCELERATION**

4.1 If an Event of Default occurs and remains unremedied, each Noteholder may by written notice to the Issuer, provided the Event of Default remains unremedied and has not been waived in writing by the Noteholder, demand the immediate repayment of the principal amount of all their Notes and all accrued interest, including the Default Interest having accrued from the date of the Event of Default, and the Penalty Sum, which shall become immediately due and payable.

4.2 The Events of Default are as follows:

4.2.1 the Issuer fails to pay any amount payable on any of the Notes within 5 Business Days after the due date for payment;

4.2.2 the Issuer is (or is, or could be, deemed by law or a court to be) insolvent or unable to pay its debts (as defined in section 123 of the Insolvency Act 1986 or the analogous legislation in Jersey), stops, suspends or threatens to stop or suspend payment of all or any material part of its indebtedness or commences negotiations with any one or more of its creditors with a view to the general readjustment or re-scheduling of all or any material

part of its indebtedness or makes a general assignment for the benefit of, or composition with, its creditors (or any class of its creditors) or a moratorium is agreed or declared in respect of, or affecting, all or a material part of its indebtedness;

4.2.3 ceases to, or becomes disqualified under any applicable law or regulation from holding all or any of the shares held by it in the Guarantor from time to time;

4.2.4 the Issuer is convicted (with no right of appeal) in the English courts of fraud or a material money laundering or corruption offence;

4.2.5 a distress, attachment, execution or other legal process is levied, enforced or sued out on or against all or any part of the assets of the Issuer and is not discharged or stayed within 20 Business Days;

4.2.6 the Issuer takes any corporate action or other steps are taken or legal or other proceedings are started for its winding-up, dissolution or re- organisation (other than for the purposes of a bona fide, solvent scheme of reconstruction or amalgamation previously approved by Special Resolution) or for the appointment of a receiver, administrator, administrative receiver, liquidator, trustee or similar officer of it or of any or all of its assets. This paragraph 4.2.6 shall not apply to any winding up petition that discharged or dismissed within 20 Business Days of commencement; and

4.2.7 anything analogous to or having a substantially similar effect to any of the events specified in paragraph 4.2.5 to paragraph 4.2.6 (inclusive) above happens to the Issuer in a jurisdiction outside England and Wales.

4.3 The Guarantor and/or the Issuer shall notify the Noteholder as soon as either of them becomes aware of:

4.3.1 the occurrence of an Event of Default or a potential event of Default; or

4.3.2 any matter which indicates that an Event of Default or a potential event of Default may have occurred; and shall keep the Noteholder fully up-to-date with all developments.

4.4 If a demand for repayment is made by a Noteholder in accordance with this paragraph 3, the principal amount of all his Notes, all accrued unpaid interest, all accrued unpaid Default Interest (if applicable) and the Penalty Sum (if applicable) then payable on such Notes (in each case less any applicable taxes) shall be immediately due and payable and the Issuer shall (subject to paragraph 4.6 and paragraph 5.7 of Part 1 of these Conditions) immediately pay or repay such amounts to the Noteholder.

5. **PAYMENTS AND CERTIFICATES**

5.1 Notwithstanding any other provision of the Instrument or these Conditions, all payments of principal, interest, Default Interest or other moneys to be made by the Issuer in respect of the Notes shall be made after any deductions or withholdings for or on account of any tax required by law to be deducted or withheld from such payments.

5.2 Subject to paragraph 5.3 of Part 1 of these Conditions, payments of any principal, interest or Default Interest or other moneys to be made by the Issuer in respect of any Note shall be made to the person shown in the Register as the holder of that Note at the close of business on the tenth Business Day before the relevant payment date (the **Record Date**), notwithstanding any intermediate transfer or transmission of the Note.

5.3 All payments of principal, interest, Default Interest or other sums payable in respect of the Notes may be made:

5.3.1 by electronic transfer in immediately available cleared funds on the due date for payment, to the account specified for the purpose by the Noteholder or joint Noteholders in writing to the Issuer; or

5.3.2 in the absence of such notification, by cheque or warrant made payable and sent by post to:

5.3.2.1 the Noteholder (or, in the case of jointly held Notes, to the joint Noteholder who is first named on the Register in respect of such Notes at the Record Date) at his registered address; or

5.3.2.2 such person at such address as the Noteholder (or all the joint Noteholders) may direct by notice in writing to the Issuer prior to the Record Date.

5.3.3 Every such cheque or warrant shall be sent on the due date for payment and may be sent through the post at the risk of the Issuer and payment of the cheque or warrant shall be a good discharge to the Issuer.

5.4 All payments of principal, Default Interest or other sums payable on any of the Notes shall:

5.4.1 be made in US$; and

5.4.2 in the case of any payment made pursuant to paragraph 5.3.1 above, be made into a US$ denominated account specified for that purpose by the Noteholder or joint Noteholders in writing to the Issuer.

5.5 Save for whereby the Issuer has failed to maintain accurate records of the Register in accordance with the terms set out herein, receipt of the registered holder for the time being of any Notes or, in the case of joint registered holders, the receipt of any of them, for the principal payable in respect of such Notes and for any interest and Default Interest accruing due in respect of such Notes or for any other moneys payable in respect of such Notes shall be a good discharge to the Issuer notwithstanding any notice it may have (whether express or otherwise) of the right, title, interest or claim of any other person to or in such Notes, Default Interest or moneys.

5.6 If any payment (whether of principal, interest, Default Interest or otherwise) in respect of any Notes becomes due in accordance with these Conditions on a day that is not a Business Day, such payment shall take place on the next succeeding Business Day, but in the case of Default Interest, no adjustment shall be made to the amount of Default Interest payable and the Noteholder shall not be entitled to any other payment in respect of any such delay.

5.7 The Issuer shall not be obliged to make any payment of principal or interest to a Noteholder unless the Noteholder has delivered to the Issuer his Certificate(s) for the Notes due to be repaid (or, if lost, an indemnity in a form reasonably acceptable to the Issuer).

5.8 If any Noteholder fails or refuses to:

5.8.1 deliver up the Certificate(s) for his Notes to the Issuer on or before the due date for repayment; or

5.8.2 accept payment of the redemption moneys payable in respect of his Notes,

the moneys payable to such Noteholder shall be set aside by the Issuer and paid into a separate bank deposit account. Such setting aside shall be deemed for all the purposes of these Conditions to be a payment to such Noteholder and the Issuer shall, by doing so, be discharged from all obligations in connection with such Notes. If the Issuer places those moneys on deposit at Standard Bank or Barclays Bank (being its current corporate bankers) the Issuer shall not be responsible for the safe custody of such moneys or for interest on them except such interest (if any) as the moneys may earn whilst on deposit (less any expenses incurred by the Issuer in connection with them).

5.9 Any amounts unclaimed, set aside or retained in accordance with these Conditions in respect of any Note may (without constituting the Issuer as trustee in relation to them) be deposited or invested by the Issuer as the Issuer sees fit until they are validly claimed (the claimant having provided the Issuer with such evidence of his entitlement

as the Issuer may require) and, if not so claimed within 12 years of first falling due for payment by the Issuer, shall then belong to the Issuer to the exclusion of all further claims by, under or through any Noteholder.

5.10 Notwithstanding any other provision of the Instrument or these Conditions, no payment shall be required to be made by the Issuer or Guarantor to the extent the making of such payment shall be unlawful under the laws of any jurisdiction to which the Issuer or Guarantor is subject.

Part 2 - Title, transfer and transmission of Notes

1. **TITLE TO NOTES**

The Issuer shall recognise the registered holder of any Notes as the absolute owner of them and the Issuer shall not be bound to take notice or see to the execution of any trust (whether express, implied or constructive) to which any of the Notes may be subject. No notice of any trust (whether express, implied or constructive) shall be entered on the Register in respect of any Notes and the Issuer shall not be affected by any notice it may have of the right, title, interest or claim of any person, other than the registered holder, to or in any of the Notes.

2. **MAINTENANCE OF OWNERSHIP OF GUARANTOR**

2.1 The Issuer shall remain the legal holder and direct beneficial owner of the entire issued and allotted share capital of the Guarantor, free from any security, except that created in favour of the Noteholder.

3. **TRANSFER OF NOTES**

The Notes shall only be transferable with the prior written consent of the Issuer not to be withheld where (a) the total number of Noteholders shall be less than 10; and (b) the transferee has confirmed in writing to the Issuer that:

3.1 neither the transferee nor any member of its group (nor to the extent that it relates to the business of the transferee or any member of its group and as far as the transferee is aware, any officer, employee or agent acting on behalf of the relevant group company):

3.1.1 is listed on any list of persons subject to economic or financial sanctions, or is otherwise subject to trade embargoes or related restrictive measures issued or maintained by, or on behalf of;

3.1.2 has had any dealings with any individual or entity (whether a supplier, vendor, customer or other contractor) listed on any list of persons subject to economic or financial sanctions, or who is otherwise subject to trade

embargoes or related restrictive measures issued or maintained by, or on behalf of; or

3.1.3 has engaged in any activity in violation or circumvention of any laws or regulations relating to economic or financial sanctions, trade embargoes or related restrictive measures imposed, administered or enforced from time to time by,

the United Kingdom, the United States of America, the United Nations, the European Union (or any of its Member States) or any other governmental authority with jurisdiction over the transferee or group company (or any part of its business or operations); and

3.2 as far as the transferee is aware, the transferee, its shareholders and the officers, directors, employees, shareholders, partners, contractors, sub-contractors, intermediaries, representatives and agents of each of the transferee, its shareholders and its group companies, in the course of their respective duties to such companies, have complied with:

3.2.1 all applicable anti-bribery and/or anti-corruption laws, statutes, codes and regulations (collectively, Anti-Corruption Laws) of any jurisdiction in which the relevant company conducts its business; and

3.2.2 any relevant anti-bribery and anti-corruption obligations pursuant to any contract between the transferee and any third party; and

3.3 as far as the transferee is aware, none of the officers, directors, employees, shareholders, partners, contractors, sub-contractors, representatives and agents of the transferee or any member of its group have, in the course of their activities relating to its business or the business of any group company, and the transferee has not, offered, paid, promised to pay or authorised the payment of (whether directly or indirectly) anything of value to any other person as an inducement or reward for a person to improperly perform or omit a relevant function or activity, to influence the acts or decisions of a government official in that person's official capacity, to use that person's influence with a government or its instrumentality to influence an official act or decision, to secure an improper advantage; or the purpose was to obtain or retain business, to direct business to any person, or to influence any official actions or decisions; and such offer, payment, promise of payment, or authorization of payment was unlawful under any applicable laws or regulations, including but not limited to, Anti-Corruption Laws; and

3.4 neither the transferee nor any member of its group, nor any of the officers, directors, employees or agents of the transferee or any of its group companies, is involved in any investigation, inquiry, claim or proceedings in relation to any alleged bribery or

corruption offence or similar conduct, nor so far as the transferee is aware are any such investigations, inquiries, claims or proceedings pending or threatened by or against the transferee of any member of its group or any officer, director, employee or agent of the transferee or any member of its group, nor so far as the transferee is aware, are there any facts or circumstances which may give rise to any such investigations, inquiries, claims or proceedings being commenced by or against any of the foregoing persons,

provided that if the Issuer has discovered that the transferee is unable to give the confirmations above from its own due diligence enquiries and provides reasonable evidence of the same to the Noteholder proposing to transfer its Notes, such consent may be refused.

3.5 For the purposes of this paragraph 3, a function or activity is a "relevant function or activity" if such function or activity is commercial or public in nature and expected to be performed in good faith or impartially or in a position of trust including but not limited to any official duties of a public official that is required by law and a "government official" includes any officer, employee, or agent of (i) any national, regional, or local government or any department, agency, or instrumentality thereof; (ii) any public international organization; (iii) any political party or candidate for political office; (iv) any state-owned enterprise; or (v) any person acting in an official capacity for or on behalf of the foregoing governmental entities, public international organizations, political parties or candidates, or state-owned enterprises.

4. **TRANSMISSION OF NOTES**

4.1 The personal representatives of a deceased Noteholder (if the Noteholder was the sole holder or the only survivor of joint holders) or the survivor or survivors (where the Noteholder was one of several joint holders), shall be the only persons recognised by the Issuer as having any title to the Notes registered in the name of the deceased.

4.2 Any person who becomes entitled to any of the Notes in consequence of the death or bankruptcy of a Noteholder (or any other event giving rise to the transmission of such Notes by operation of law) may, upon producing such evidence of his capacity and title as the Issuer requires, elect to either:

4.2.1 be registered himself as the holder of such Notes by delivering a notice in writing to the Issuer to that effect; or

4.2.2 subject always to paragraph 3 of Part 2 of these Conditions, have a person nominated by him registered as the holder of such Notes. If he elects to have some other person registered, he shall execute an instrument of transfer of such Notes to that person and the provisions of these Conditions relating to the transfer of Notes shall apply as if it were an

instrument of transfer executed by the relevant Noteholder and his death, bankruptcy or other event had not occurred.

The Issuer may retain any interest or other payments to be made upon any such Notes until either the person entitled to the same is registered as the holder of such Notes or a transfer of such Notes has been completed and duly registered.

Part 3 - Information and notices

1. **THE REGISTER AND INSTRUMENT**

1.1 Each Noteholder shall promptly notify the Issuer at its registered office (or such other place where the Register is kept for the time being) of any change to his name or address.

1.2 Each Noteholder (or any person authorised in writing by a Noteholder) shall be entitled at all reasonable times during normal business hours and on reasonable notice to inspect the Register and to take copies of all or any part of it.

1.3 A copy of the Instrument shall be kept at the Issuer's registered office and each Noteholder (or any person authorised in writing by a Noteholder) may inspect that copy at all reasonable times during normal business hours and on reasonable notice. The Issuer shall supply a Noteholder with a copy of the Instrument as soon as reasonably practicable following receipt of a written request from the Noteholder to do so.

2. **NOTICES**

2.1 Any notice, document or information in connection with the Notes may be given or sent to a Noteholder by sending the same by first class, prepaid post in an envelope addressed to such Noteholder at his registered address in the United Kingdom or (if he has no registered address within the United Kingdom) to the address (if any) within the United Kingdom supplied by him to the Issuer for this purpose.

2.2 In the case of jointly held Notes, any notice, document or other information given to the joint Noteholder whose name stands first on the Register in respect of such Notes shall be sufficient notice to all the joint Noteholders.

2.3 A Noteholder (or, in the case of jointly held Notes, the joint Noteholder first named in the Register in respect of such Notes) whose registered address is outside the United Kingdom and who notifies the Issuer of an address within the United Kingdom at which notices, documents or information may be given or sent to him shall be entitled to have such notices, documents or information served, sent or supplied to him at that address. Otherwise, no such Noteholder shall be entitled to receive any notice, document or other information from the Issuer.

2.4 Where a person is entitled to any Notes by reason of the death or bankruptcy of any Noteholder (or otherwise by operation of law), any notice, document or other information (including any Certificate) may be given or sent to that person by sending the same in any manner authorised by these Conditions for the giving of notice to a Noteholder, addressed to that person by name, or by the title of the representative or trustee of the Noteholder, at the address (if any) within the United Kingdom supplied for this purpose by the person claiming to be so entitled. Until such an address has been so supplied, a notice may be given in any manner in which it might have been given if the death, bankruptcy or other transmission by operation of law had not occurred.

2.5 Any notice, demand or other document in connection with the Notes may be given by personal delivery (including courier) or sent to the Issuer by sending the same by first class, prepaid post and in each case in an envelope addressed to the Issuer at its registered office for the time being.

2.6 Delivery of a notice or document is deemed to have taken place (provided that all other requirements in these Conditions have been satisfied) if delivered by personal delivery at the time of actual delivery to the address or if sent by prepaid first class post to an address in the United Kingdom, at 9.00 am on the second Business Day after posting. To prove service, it is sufficient to prove that the envelope containing the notice was properly addressed, paid for and posted. If any notice or document is delivered by personal delivery after 5.00pm on a Business Day or on a day which is not a Business Day then then delivery shall be deemed to be at 9.00am on the next Business Day.

SCHEDULE 3

MEETINGS OF NOTEHOLDERS

1. **CONVENING A MEETING**

1.1 The Issuer may at any time and shall on the request in writing signed by the holders of not less than one-tenth in nominal value of the Notes for the time being outstanding, convene a meeting of the Noteholders to be held at such place as the Issuer shall specify.

1.2 At least 14 days' notice (excluding the day on which the notice is served or deemed to be served and the day on which the meeting is scheduled to be held) of every meeting shall be given to the Noteholders. The notice shall specify the place, date and time of the meeting and the general nature of the business to be transacted but, except in the case of a resolution to be proposed as a Special Resolution, it shall not be necessary to specify in the notice the terms of any resolution to be proposed.

1.3 The accidental omission to give notice to, or the non-receipt of notice by, any of the Noteholders shall not invalidate the proceedings at any such meeting.

1.4 A meeting of the Noteholders shall, despite being called on shorter notice than specified in paragraph 1.2 of this Schedule 3, be deemed to have been duly called if it is agreed in writing by all of the Noteholders.

2. **CHAIRING OF MEETINGS**

The Noteholder holding the largest holding (by nominal value) of the outstanding Notes shall be entitled to take the chair at every meeting of the Noteholders. If no one Noteholder shall qualify to take the chair or if at any meeting the Noteholder holding the largest holding (by nominal value) of the outstanding Notes is not present within 15 minutes after the time appointed for holding the meeting, the Noteholders present shall choose one of their number to chair the meeting. The person chairing the meeting in accordance with this paragraph is referred to in this Schedule as the chairman.

3. **ATTENDANCE AND QUORUM**

3.1 No business (other than the selection of a chairman) shall be transacted at any meeting of the Noteholders unless the requisite quorum is present at the commencement of business.

3.2 At any meeting of the Noteholders convened for any purpose other than the passing of a Special Resolution, any Noteholders (present in person or by proxy) holding

between them at least 50 per cent. in nominal value of the outstanding Notes and entitled to attend and to vote on the business to be transacted shall form a quorum.

3.3 At any meeting of the Noteholders convened for the purpose of passing a Special Resolution, any Noteholders (present in person or by proxy) holding between them 75 per cent. in nominal value of the outstanding Notes and entitled to attend and to vote on the business to be transacted shall form a quorum.

3.4 The Issuer and the Issuer's legal advisers and any other person authorised by the Issuer, may attend and speak at any meeting of the Noteholders.

4. **ADJOURNMENT**

4.1 If within 30 minutes from the time appointed for any meeting of the Noteholders a quorum is not present the meeting shall, if convened upon the requisition of the Noteholders, be dissolved. In any other case it shall stand adjourned to such day and time (being at least 14 days but not more than 28 days later) and to such place as may be appointed by the chairman. At such an adjourned meeting, any Noteholder present (in person or by proxy) and entitled to attend and vote on the business to be transacted shall form a quorum. Such Noteholders shall have the power to pass a Special Resolution or any other resolution and to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.

4.2 The chairman may with the consent of a meeting of the Noteholders at which a quorum is present (and shall, if so directed by the meeting), adjourn the same from time to time and from place to place.

4.3 Notice of any adjourned meeting at which a Special Resolution is to be submitted shall be given in the manner provided in this Schedule and shall state that any Noteholders present (in person or by proxy) at the adjourned meeting will form a quorum.

4.4 No business shall be transacted at any adjourned meeting other than business that might lawfully have been transacted at the meeting from which the adjournment took place.

5. **VOTING**

5.1 At any meeting of the Noteholders, a resolution put to the vote of the meeting shall be decided on a poll. A declaration by the chairman that a resolution has been carried unanimously or by a particular majority, not carried by a particular majority or lost shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

5.2 On a poll every person present shall have one vote for every US$1.00 nominal value of outstanding Notes of which he is the registered holder or in respect of which he is a representative or proxy. A Noteholder (or a proxy or representative of a Noteholder) entitled to more than one vote on a poll need not use all his votes or cast all the votes he uses in the same way.

5.3 In the case of jointly held Notes, if more than one of the joint holders is present at any meeting (either in person or by proxy) the vote of the senior who tenders a vote (seniority being determined by the order in which the joint holders are named in the Register) shall be accepted to the exclusion of the votes of the other joint holders.

5.4 In the case of an equality of votes, the chairman of the meeting at which the poll is demanded shall be entitled to a casting vote in addition to the vote or votes (if any) to which he may be entitled as a Noteholder or as a duly appointed proxy or representative.

6. **PROXIES**

6.1 Each instrument appointing a proxy shall be:

6.1.1 in writing;

6.1.2 in the usual common form, or such other form as the Issuer may approve; and

6.1.3 signed by the appointor or his attorney (duly authorised in writing) or, if the appointor is a corporation, either under its common seal or under the hand of an officer or attorney duly authorised.

Such instrument of proxy shall be deemed to confer authority to demand or join in demanding a poll and (unless it states otherwise) to vote as the proxy sees fit on any resolution or other business properly put to the meeting or meetings for which the instrument is given (or any adjournment thereof).

6.2 A person appointed to act as a proxy need not be a Noteholder.

6.3 The instrument appointing a proxy (together with any power of attorney or other authority under which it is signed or a notarially certified copy of such power or authority) shall be deposited at the registered office of the Issuer or at such other place as may be specified in the notice convening the meeting not less than [48] hours before the time appointed for holding the meeting or adjourned meeting or for the taking of the poll at which the person named in the instrument proposes to vote and in default, the instrument of proxy shall not be treated as valid.

6.4 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or mental incapacity of the principal, or the revocation of the proxy or of the authority under which the proxy is given, unless notification in writing of such death, mental incapacity or revocation has been received at the registered office of the Issuer or at such other place (if any) specified for the deposit of instruments of proxy in the notice convening the meeting (or any document accompanying it) no later than the last time at which an appointment of a proxy should have been received in order for it to be valid for use at the meeting or adjourned meeting or the taking of the poll at which the vote is given. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date named in it as the date of its execution.

7. **POWERS EXERCISABLE BY SPECIAL RESOLUTION**

Subject always to paragraph 8.3 of this Schedule 3, in addition to any other powers they may have, the Noteholders may by Special Resolution:

7.1 sanction any proposals for any modification, variation, abrogation or compromise of, or arrangement in respect of, the rights of the Noteholders against the Issuer, whether such rights arise under this Instrument or otherwise;

7.2 sanction any scheme or proposal for the sale or exchange of the Notes for, or the conversion of the Notes into, cash or shares, stock, debentures, debenture stock or other obligations or securities of the Issuer or any other company formed or to be formed, and for the appointment of a person with power on behalf of the Noteholders to execute an instrument of transfer of the Notes held by them in favour of the person to or with whom the Notes are to be sold or exchanged (as the case may be);

7.3 consent to any modification, amendment or abrogation of any of the provisions contained in this Instrument or the Conditions which is proposed by the Issuer and authorise the Issuer to execute an instrument supplemental to this Instrument embodying any such modification, amendment or abrogation; and

7.4 give any authority or sanction which under the provisions of the instrument or the Conditions is required to be given by Special Resolution.

8. **EFFECT OF RESOLUTION**

8.1 A Special Resolution passed at a meeting of the Noteholders duly convened and held in accordance with this Schedule (or passed by way of written resolution in accordance with paragraph 8.2 below), shall be binding on all the Noteholders regardless of whether they were present at such meeting (or, in the case of a written resolution, whether the resolution was signed by them) and each of the Noteholders shall be bound to give effect to such Special Resolution accordingly. The passing of

any such Special Resolution shall be conclusive evidence that the circumstances justify passing it.

8.2 A resolution in writing signed by the holders of at least 75 per cent. in nominal value of the Notes for the time being outstanding who are for the time being entitled to receive notice of and vote at meetings of the Noteholders shall for all purposes be as valid and effectual as a Special Resolution passed at a duly convened meeting of the Noteholders held in accordance with this Schedule. Such a resolution in writing may be contained in one document or in several documents in like form each signed by one or more of the Noteholders.

8.3 No resolution that would increase any obligation or liability of the Issuer under this Instrument or the Conditions or postpone the due date for payment of any principal amount, interest or Default Interest in respect of any Note may be passed.

9. **MINUTES OF MEETINGS**

Minutes of all resolutions and proceedings at every meeting of the Noteholders shall be made and duly entered in books to be from time to time provided for that purpose by the Issuer. Any such minutes, if purporting to be signed by the chairman of the meeting, shall be conclusive evidence of the matters stated in them and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made and signed shall be deemed to have been duly held and convened, and all resolutions passed at the meeting to have been duly passed.

APPENDIX 1

ILLUSTRATIVE AMORTISATION SCHEDULE

Date	Opening Balance	Interest	Payment	Closing Balance	Days Outstanding	Days in month	Factor
30-Nov-22	**7,250,000**	75,924	-	7,325,924	29	30	0.97
31-Dec-22	**7,325,924**	79,364	-	7,405,288	31	31	1
31-Jan-23	**7,405,288**	80,224	-	7,485,512	31	31	1
28-Feb-23	**7,485,512**	81,093	-	7,566,605	28	28	1
31-Mar-23	**7,566,605**	81,972	5,398,576	2,250,000	31	31	1
30-Apr-23	**2,250,000**	24,375	-	2,274,375	30	30	1
31-May-23	**2,274,375**	24,639	-	2,299,014	31	31	1
30-Jun-23	**2,299,014**	24,906	2,323,920	-	30	30	1

EXECUTION OF LOAN NOTE INSTRUMENT

ISSUER

EXECUTED as a **DEED** and delivered by **CALEDONIA MINING CORPORATION PLC** acting by a director, in the presence of:

)
)
)
)

Mark Learmouth
, Director

Witness signature

Mark Learmouth

Name Adam Chester

Address B006 Millais House, Castle Quay
St Helier, Jersey JE2 3EF

Occupation

GUARANTOR

EXECUTED as a **DEED** and delivered by **GREENSTONE MANAGEMENT SERVICES HOLDINGS LIMITED** acting by a director, in the presence of:

)
)
)
)

Mark Learmouth
, Director

Witness signature

Mark Learmouth

Name Adam Chester

Address B006 Millais House, Castle Quay, St Helie

Occupation General Counsel, Company Secretary and He

Exhibit 2.3

DATED 15 FEBRUARY 2023

CALEDONIA MINING SERVICES (PRIVATE) LIMITED

(AS ISSUER)

CALEDONIA MINING CORPORATION PLC

(AS GUARANTOR)

LOAN NOTE INSTRUMENT

for the US$12,000,000 guaranteed loan notes 2023

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THIS DEED is dated 15 February 2023

ISSUER

Caledonia Mining Services (Private) Limited incorporated and registered in Zimbabwe with company number 898/34 whose registered office is at 6th Floor Red Bridge East Gate, Cnr 3rd Str. & R G Mugabe Rd, Harare, Zimbabwe (the **Issuer**); and

GUARANTOR

Caledonia Mining Corporation Plc incorporated and registered in Jersey with company number 120924 whose registered office is at B006 Millais House, Castle Quay, Jersey, Channel Islands JE2 3EF (the **Guarantor**).

BACKGROUND

(A) The Issuer has, by resolution of its board of directors dated 20 December 2022 resolved to create up to a maximum nominal amount of US$12,000,000 guaranteed loan notes 2023, to be constituted in the manner set out in this loan note instrument (the **Instrument**), in order to refinance the Issuer's debt due to the Guarantor that was created pursuant to the sale to the Issuer by the Guarantor of a 12 MWac solar power plant situated next to the Blanket Mine in Zimbabwe.

(B) The Guarantor, the Issuer's holding company, shall guarantee the Issuer's obligations as set out in this Instrument.

AGREED TERMS

1. INTERPRETATION

The definitions and rules of interpretation in this Clause apply in this Instrument.

1.1 Definitions:

Business Day	means a day other than a Saturday, Sunday or public holiday in England when banks in Zimbabwe are open for business
Certificate	means a certificate for any Notes issued by the Issuer in accordance with Clause 7 (*Certificates*), in the form (or substantially the form) set out in 0 of Schedule 1 (*Form of Note*);

Conditions	means the conditions attaching to the Notes as set out in Part 2 of Schedule 1 and as amended from time to time in accordance with this Instrument. The term **Condition** shall be construed accordingly;
Event of Default	means any of the events specified in paragraph 3.2 of the Conditions;
Interest Payment Date	each of the dates being 6, 12, 18, 24, 30 and 36 calendar months following the Issue Date;
Interest Rate	9.5% per annum;
Issue Date	means in relation to any Notes, the date of issue of such Notes as shown on the first Certificate representing such Notes;
Maturity Date	means the third anniversary of the Issue Date or such later date as may be agreed, in writing, between the Issuer and each of the Noteholders;
Noteholder	means a person for the time being entered in the Register as the holder of any Notes;
Notes	means up to US$12,000,000 guaranteed loan notes 2023 constituted by this Instrument or, as the case may be, the amount of such loan notes for the time being issued and outstanding;
Register	means the register of Noteholders kept and maintained by the Issuer in accordance with Clause 8 (*The Register*);
Repayment Notice	means a notice in the form (or substantially in the form) set out in section 2 of the Conditions (*Form of Note*);

Special Resolution means:

(a) a resolution passed at a meeting of the Noteholders duly convened and held in accordance with section 5 of the Conditions (*Meetings of Noteholders*) and carried unanimously by the persons voting at such meeting on a show of hands or, if a poll is demanded, unanimously by the votes given on such poll; or

(b) a written resolution of the Noteholders which complies with paragraph 9.2 of section 5 of the Conditions (*Meetings of Noteholders*)

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Instrument.

1.3 References to Clauses and Schedules are to the Clauses of and Schedules to this Instrument and references to paragraphs are to paragraphs of the relevant Schedule.

1.4 The Schedules form part of this Instrument and shall have effect as if set out in full in the body of this Instrument. Any reference to this Instrument includes the Schedules.

1.5 A reference to **this Instrument**, **the Conditions** or to **any other agreement or document referred to in this Instrument or the Conditions** is a reference to this Instrument, the Conditions or such other agreement or document as varied or novated in accordance with their terms from time to time.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality.

1.9 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.10 Unless otherwise expressly provided in this Instrument, a reference to **writing** or **written** includes email.

1.11 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.12 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 185 of the Companies and Other Business Entities Act [Chapter 24:31] and a member of its group, group company or group means, in relation to a company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company .

1.13 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.14 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.15 Any reference to a legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Zimbabwe, be deemed to include a reference to that which most nearly approximates to the Zimbabwe legal term in that jurisdiction.

1.16 Any obligation on a person not to do something includes an obligation not to allow that thing to be done.

1.17 A reference in this Instrument to:

1.17.1 any Notes being **outstanding** means such Notes as are in issue, unredeemed and uncancelled at the relevant time;

1.17.2 the **assets** of any person shall be construed as a reference to all or any part of its business, undertaking, property, assets, revenues (including any right to receive revenues) and uncalled capital;

1.17.3 **indebtedness** shall be construed as a reference to any obligation for the payment or repayment of money, whether as principal or as surety and whether present or future, actual or contingent;

1.17.4 **repayment** includes redemption and vice versa and the words **repay, redeem, repayable, redeemed** and **repaid** shall be construed accordingly;

1.17.5 **US$** denotes the lawful currency of the United States of America; and

1.17.6 **tax** shall be construed so as to include any present and future tax, levy, impost, deduction, withholding, duty or other charge of a similar nature

(including, without limitation, any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

1.18 Unless the context otherwise requires, a reference to the **Notes** includes a reference to all and/or any of the Notes.

2. AMOUNT AND DESCRIPTION OF NOTES

2.1 The aggregate principal amount of the Notes is limited to US$12,000,000.

2.2 The Notes shall be known as the guaranteed loan notes 2023.

3. STATUS OF NOTES

3.1 The Notes when issued and while they are outstanding shall rank *pari passu* equally and rateably without discrimination or preference among themselves and as an unsecured obligation of the Issuer other than in respect of the Guarantor's obligation herein.

3.2 No application shall be made to any investment exchange (whether in Zimbabwe or elsewhere) for permission to deal in, or for an official or other listing or quotation, in respect of the Notes.

4. REPAYMENT OF NOTES

4.1 The Notes shall be repaid in accordance with paragraph 2 to paragraph 4 (inclusive) of section 1 of the Conditions.

4.2 When the Notes become repayable in accordance with this Instrument, the Issuer shall pay to the Noteholders the full principal amount of the Notes to be repaid together with any accrued interest on such Notes up to and including the date of payment.

4.3 All payments in respect of the Notes (whether of principal, interest or otherwise) shall be made by the Issuer to the Noteholders entitled to such payments in accordance with paragraph 4 of section 1 of the Conditions.

4.4 All Notes repaid by the Issuer shall be automatically and immediately cancelled and shall not be reissued.

5. INTEREST

Until the Notes are repaid in accordance with the provisions of this Instrument, interest shall accrue and be paid on the principal amount of the Notes which are outstanding at the rate and in the manner set out in the Conditions.

6. GUARANTEE

6.1 The Guarantor unconditionally and irrevocably guarantees to each of the Noteholders from time to time that if, for any reason whatsoever, the aggregate outstanding principal amount of its Notes (or any part of it) together with all outstanding accrued interest thereon is not paid in full by the Issuer on the due date it shall (subject to the limitations set out in this Clause 6), on demand in writing by such Noteholder, pay to him, her or it such sum as shall be equal to the amount in respect of which such default has been made, provided that the Guarantor's maximum aggregate liability under this Clause 6 shall not exceed an amount equal to the aggregate outstanding principal amount of its Notes in issue at any time and all outstanding accrued interest thereon due to such Noteholder.

6.2 Upon payment in full by the Guarantor of the aggregate outstanding principal amount of the Notes in issue together with all outstanding accrued interest thereon, such Notes shall be deemed to have been repaid and cancelled.

6.3 The Guarantor shall be liable as if it were a principal debtor for all monies payable pursuant to this Instrument (notwithstanding that, as between the Issuer and the Guarantor, the Guarantor is a surety only) and shall not be exonerated or discharged from liability under this Clause 6:

6.3.1 by time or indulgence being given to, or any arrangement or alteration of terms being made with, the Issuer; or

6.3.2 by the liquidation, whether voluntary or compulsory, of the Issuer or by the appointment of an administrative receiver or an administrator in relation to the Issuer or its assets; or

6.3.3 by any act, omission, matter or thing whatsoever whereby the Guarantor, as surety only, would or might have been so exonerated or discharged.

6.4 Each of the undertakings and guarantees contained in this Clause 6 shall be a continuing undertaking and guarantee binding on the Guarantor, and shall remain in operation until the aggregate principal amount of the Notes together with all outstanding accrued interest thereon has been fully paid or satisfied.

6.5 Each Noteholder shall be entitled to determine from time to time when to enforce this Clause 6 as regards his outstanding Notes and may from time to time make any arrangements or compromise with the Guarantor in relation to the guarantee given by this Clause 6 which such Noteholder may think expedient and/or in his own interest.

6.6 Payment by the Guarantor to any Noteholder made in accordance with this Clause 6 shall be deemed a valid payment for all purposes of this Clause 6 and shall discharge the Guarantor from its liability under this Clause 6 to the extent of the payment and the Guarantor shall not be concerned to see to the application of any such payment.

6.7 In relation to any demand made by a Noteholder for payment by the Guarantor pursuant to this Clause 6, such demand shall be in writing and shall state:

6.7.1 the full name and registered address of such Noteholder and the aggregate outstanding principal amount together with all outstanding accrued interest thereon which is claimed;

6.7.2 that none of the Notes in respect of which such demand is made has been cancelled, redeemed or repurchased by the Issuer;

6.7.3 that the sum demanded is due and payable by the Issuer, that all conditions and demands prerequisite to the Issuer's obligations in relation to those Notes have been fulfilled and made, that any grace period relating to those obligations has elapsed and that the Issuer has failed to pay the sum demanded;

6.7.4 the date on which payment of the aggregate outstanding principal amount (or part thereof) together with all outstanding accrued interest thereon in respect of which the demand is made should have been made to the Noteholder by the Issuer; and

6.7.5 the bank account details of a bank with a recognised financial institution in the Noteholder’s name to which payment by the Guarantor is to be credited at the Noteholder’s risk.

6.8 The Guarantor shall be liable under this guarantee as if it were a principal and independent debtor and accordingly it shall not have, as regards this Instrument, any of the rights or defences of a surety as against the Noteholders.

6.9 The execution by the Guarantor of this Instrument and its compliance with this guarantee will not involve or lead to a contravention of:

6.9.1 any law or regulation to which the Guarantor is subject; or

6.9.2 the constitutional documents of the Guarantor; or

6.9.3 any contractual or other obligation or restriction which is binding on the Guarantor or any of its assets.

6.10 To the best of the knowledge information and belief of the Guarantor, no Event of Default or potential Event of Default has occurred and is continuing.

6.11 This Guarantee shall remain in force as a continuing security at all times until the Notes have been satisfied in full.

7. CERTIFICATES

7.1 Each Noteholder shall be entitled to receive, without charge, one Certificate for the Notes registered in his name.

7.2 Where any Notes are held jointly, the Issuer shall not be bound to issue more than one Certificate in respect of such Notes and delivery of a Certificate to the person who is first named in the Register as Noteholder shall be sufficient delivery to all joint holders of such Notes.

7.3 Each Certificate shall:

7.3.1 bear a denoting number;

7.3.2 be issued in the form (or substantially in the form) set out in 0 of Schedule 1 (*Form of Note*) and shall be executed by the Issuer in accordance with the laws applicable to the Issuer; and

7.3.3 have the Conditions endorsed on or attached to it.

7.4 If any Certificate is lost, stolen, defaced or destroyed it may be replaced on such terms (if any) as to evidence, indemnity or otherwise as the Issuer may require. In the case of defacement, the defaced Certificate shall be surrendered to the Issuer before a replacement Certificate is issued.

7.5 In the case of repayment or transfer of part only of a Noteholder's Notes, the Certificate(s) in respect of such Notes shall be either:

7.5.1 endorsed with a memorandum of the nominal amount of the Notes so redeemed or transferred and the date of such repayment or transfer; or

7.5.2 cancelled and (without charge) replaced by a new Certificate for the balance of the principal amount of the Notes not then repaid or transferred.

8. THE REGISTER

8.1 The Issuer shall at all times keep and maintain the Register at its registered office or at such other place as the Issuer may from time to time appoint for this purpose and notify to the Noteholders.

8.2 The Issuer shall enter in the Register:

8.2.1 the names and addresses of the Noteholders for the time being;

8.2.2 the principal amount of the Notes held by each Noteholder;

8.2.3 the date of issue of each of the Notes and the date on which the name of each Noteholder is entered in the Register in respect of the Notes registered in his name;

8.2.4 the serial number of each Certificate issued and the date of its issue; and

8.2.5 where permitted, all transfers and changes of ownership of the Notes.

8.3 The Issuer shall promptly update the Register to record any change to the name or address of any Noteholder that is notified in writing to the Issuer by that Noteholder.

8.4 Each Noteholder may during office hours and on giving the Issuer reasonable written notice, attend on the Issuer to inspect, and take copies of, the Register.

9. MEETINGS OF NOTEHOLDERS

Meetings of the Noteholders shall be convened and held in accordance with the provisions of section 5 of the Conditions (*Meetings of Noteholders*).

10. ENFORCEMENT

10.1 From and after the date of this Instrument, and so long as any Notes are outstanding, the Issuer undertakes to duly perform and observe its obligations under this Instrument.

10.2 The Notes shall be issued and held subject to and with the benefit of the provisions of this Instrument and the Conditions. All such provisions shall be binding on the Issuer and the Noteholders and all persons claiming through or under them respectively, and shall enure for the benefit of all Noteholders, their personal representatives, successors and permitted assigns.

10.3 This Instrument shall operate for the benefit of all Noteholders (and their personal representatives and successors), who shall be entitled to enforce and sue for the performance or observance of the provisions of this Instrument in their own right so far as their holding of Notes is concerned.

10.4 Except as provided in Clause 10.3, no one other than a party to this Instrument shall have any rights to enforce any of its terms.

11. MODIFICATION

11.1 The Issuer may from time to time (by deed expressed to be supplemental to this Instrument) modify or amend any provisions of this Instrument (including the Conditions) or modify, abrogate or compromise the rights of the Noteholders in any respect where such modification, amendment, abrogation or compromise:

11.1.1 has been approved by a Special Resolution; or

11.1.2 is considered, in the reasonable opinion of the Issuer's legal advisers, to be of a formal, minor or technical nature or to be necessary to correct a manifest error.

Any such amendment, modification, abrogation, compromise or arrangement made pursuant to this Clause 11.1 shall be binding on all the Noteholders.

11.2 A memorandum of execution of any instrument supplemental to this Instrument shall be endorsed by the Issuer on this Instrument.

12. GOVERNING LAW AND JURISDICTION

12.1 This Instrument and the Notes and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with any of them or their subject matter or formation shall be governed by and construed in accordance with the law of Zimbabwe.

12.2 Any dispute arising out of or in connection with this Instrument, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration by a single arbitrator to be held at Harare, Zimbabwe. In the event that the parties are unable to agree the identity of the arbitrator within thirty Business Days of a dispute having been declared by either of them, then the arbitrator shall be appointed by the Commercial Arbitration Centre in Harare, on the request of either party. The language to be used in the arbitral proceedings shall be English.

THIS INSTRUMENT has been EXECUTED as a DEED and is delivered and takes effect on the date at the beginning of it.

SCHEDULE 1

FORM OF NOTE

Part 1 - Loan note certificate

Certificate No. [NUMBER]
Date of Issue [DATE]
Amount US$[AMOUNT]

CALEDONIA MINING SERVICES (PRIVATE) LIMITED

(the Issuer)

US$[12,000,000] GUARANTEED LOAN NOTES 2023

Created and issued pursuant to a resolution of the board of directors of the Issuer passed on 20 December 2022.

THIS IS TO CERTIFY THAT [NAME OF NOTEHOLDER] is the registered holder of US$[ ] of the US$12,000,000 guaranteed loan notes 2023 due 2026 with an interest rate of 9.5% (the **Interest Rate**) constituted by an instrument entered into by the Issuer as issuer on 15 February 2023 (the **Instrument**). Such Notes are issued with the benefit of and subject to the provisions contained in the Instrument and the Conditions endorsed on or annexed to this Certificate.

Notes:

1. The Notes are repayable in accordance with the Conditions.

2. This Certificate must be surrendered to the Issuer before any transfer or repayment, whether of the whole or any part of the Notes comprised in it, can be registered or effected, or any new certificate issued in exchange.

3. Any change of address of the Noteholder(s) must be notified in writing signed by the Noteholder(s) to the Issuer at its registered office from time to time.

4. Words and expressions defined in the Instrument shall bear the same meaning in this Certificate and in the Conditions.

5. The Notes and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with any of them or their subject matter or formation shall be governed by, and construed in accordance with, the law of Zimbabwe and shall be referred to and finally resolved by arbitration to be held in Harare before a single arbitrator as provided for under the terms of the Instrument.

6. A copy of the Instrument is available for inspection at the registered office of the Issuer and its terms, to the extent applicable, are incorporated by reference in the Conditions.

ISSUER
EXECUTED as a **DEED** and delivered by
CALEDONIA MINING SERVICES
(PRIVATE) LIMITED acting by a director, in the presence of:

_____, Director

Witness signature
Name
Address

Occupation

Dated: 2023

GUARANTOR
EXECUTED as a **DEED** and delivered by
CALEDONIA MINING CORPORATION PLC
acting by a director, in the presence of:

_____, Director

Witness signature
Name
Address

Occupation

Dated: 2023

Part 2 - Conditions

Section 1 - Interest, repayment and payment

1. **INTEREST**

1.1 Interest shall be payable on the principal amount of the Notes outstanding from time to time from the Issue Date of that Note until the date of redemption of such Note at the Interest Rate.

1.2 Interest shall be calculated on the basis of the actual number of days elapsed in the relevant period and a 365-day year.

2. REPAYMENT

2.1 To the extent not previously repaid or redeemed (and subject always to paragraph 4.6 and paragraph 4.7 of section 1 of these Conditions), the Notes will be repaid by the Issuer on the applicable Maturity Date.

2.2 At any time prior to the relevant Maturity Date, the Issuer shall be entitled to repay all or part, of the Notes by delivering to each of the Noteholders a duly completed Repayment Notice not less than 14 days' prior to the proposed repayment date.

2.3 Where a Repayment Notice is given to the Noteholders in accordance with paragraph 2.2 above:

2.3.1 the Repayment Notice shall be irrevocable, save with the consent in writing of all of the Noteholders; and

2.3.2 the Issuer shall (subject to paragraph 4.6 and paragraph 4.7 of 0 of section 1 of these Conditions) repay the amount of the Notes specified in the Repayment Notice on the relevant repayment date.

2.4 The Guarantor unconditionally and irrevocably guarantees to each of the Noteholders from time to time that if, for any reason whatsoever, the aggregate outstanding principal amount of its Notes (or any part of it) together with all outstanding accrued interest thereon is not paid in full by the Issuer on the due date it shall (subject to the limitations set out in Clause 6 of the Instrument, the provisions of which are incorporated by reference herein), on demand in writing by such Noteholder, pay to him, her or it such sum as shall be equal to the amount in respect of which such default has been made, provided that the Guarantor's maximum aggregate liability under this paragraph and Clause 6 of the Instrument shall not exceed an amount equal to the aggregate outstanding principal amount of the Notes in issue at any time and all outstanding accrued interest thereon due to such Noteholder.

2.5 Any payments made by the Issuer (or, if applicable, the Guarantor) to Noteholders under the terms of these Notes shall be made to a bank account in the Noteholder's name at a recognised financial institution, to be notified in writing to the Issuer (or Guarantor) by the Noteholder not less than 5 Business Days prior to the proposed date of payment. No payment shall be considered overdue nor any payment obligation breached by the Issuer or Guarantor where a payment cannot be made on the due date following failure by the Noteholder to so notify the Issuer (or Guarantor) of complete and accurate bank details in accordance with this Condition.

3. ACCELERATION

3.1 If an Event of Default occurs and remains unremedied, each Noteholder may by written notice to the Issuer, provided the Event of Default remains unremedied and has not been waived in writing by the Noteholder, demand the immediate repayment of the principal amount of all their Notes and all accrued interest.

3.2 The Events of Default are as follows:

3.2.1 the Issuer fails to pay any amount payable on any of the Notes within 20 Business Days after the due date for payment;

3.2.2 the Issuer is (or is, or could be, deemed by law or a court to be) insolvent or unable to pay its debts, stops, suspends or threatens to stop or suspend payment of all or any material part of its indebtedness or commences negotiations with any one or more of its creditors with a view to the general readjustment or re-scheduling of all or any material part of its indebtedness or makes a general assignment for the benefit of, or composition with, its creditors (or any class of its creditors) or a moratorium is agreed or declared in respect of, or affecting, all or a material part of its indebtedness;

3.2.3 an attachment, execution or other legal process is levied, enforced or sued out on or against all or any part of the assets of the Issuer and is not discharged or stayed within 20 Business Days;

3.2.4 the Issuer takes any corporate action or other steps are taken or legal or other proceedings are started for its winding-up, dissolution or re- organisation (other than for the purposes of a bona fide, solvent scheme of reconstruction or amalgamation previously approved by Special Resolution) or for the appointment of a business rescue practitioner, liquidator, trustee or similar officer of it or of any or all of its assets. This paragraph 3.2.4 shall not apply to any winding up petition that is discharged or dismissed within 20 Business Days of commencement; and

3.2.5 anything analogous to or having a substantially similar effect to any of the events specified in paragraph 3.2.3 to paragraph 3.2.4 (inclusive) above happens to the Issuer in a jurisdiction outside Zimbabwe.

3.3 If a demand for repayment is made by a Noteholder in accordance with this paragraph, the principal amount of all his Notes, all accrued unpaid interest then payable on such Notes (in each case less any applicable taxes) shall be immediately due and payable and the Issuer shall (subject to paragraph 4.6 and paragraph 4.7 of section 1 of these Conditions) immediately pay or repay such amounts to the Noteholder.

4. PAYMENTS AND CERTIFICATES

4.1 Notwithstanding any other provision of the Instrument or these Conditions, all payments of principal, interest or other moneys to be made by the Issuer in respect of the Notes shall be made after any deductions or withholdings for or on account of any tax required by law to be deducted or withheld from such payments.

4.2 Subject to paragraph 4.3 of section 1 of these Conditions, payments of any principal, interest or other moneys to be made by the Issuer in respect of any Note shall be made to the person shown in the Register as the holder of that Note at the close of business on the tenth Business Day before the relevant payment date (the **Record Date**), notwithstanding any intermediate transfer or transmission of the Note.

4.3 All payments of principal, interest or other sums payable in respect of the Notes may be made:

4.3.1 by electronic transfer in immediately available cleared funds on the due date for payment, to the account specified for the purpose by the Noteholder or joint Noteholders in writing to the Issuer; or

4.3.2 in the absence of such notification, by cheque or warrant made payable and sent by post to:

4.3.2.1 the Noteholder (or, in the case of jointly held Notes, to the joint Noteholder who is first named on the Register in respect of such Notes at the Record Date) at his registered address; or

4.3.2.2 such person at such address as the Noteholder (or all the joint Noteholders) may direct by notice in writing to the Issuer prior to the Record Date.

Every such cheque or warrant shall be sent on the due date for payment and may be sent through the post at the risk of the Noteholder (or joint

Noteholder) and payment of the cheque or warrant shall be a good discharge to the Issuer.

4.4 All payments of principal or other sums payable on any of the Notes shall:

4.4.1 be made in US$; and

4.4.2 in the case of any payment made pursuant to paragraph 4.3.1 above, be made into a US$ denominated account specified for that purpose by the Noteholder or joint Noteholders in writing to the Issuer.

4.5 The receipt by the registered holder for the time being of any Notes or, in the case of joint registered holders, the receipt of any of them, for the principal payable in respect of such Notes and for any interest accruing due in respect of such Notes or for any other moneys payable in respect of such Notes shall be a good discharge to the Issuer notwithstanding any notice it may have (whether express or otherwise) of the right, title, interest or claim of any other person to or in such Notes or moneys.

4.6 If any payment (whether of principal, interest or otherwise) in respect of any Notes becomes due in accordance with these Conditions on a day that is not a Business Day, such payment shall take place on the next succeeding Business Day, but in the case of interest, no adjustment shall be made to the amount of interest payable and the Noteholder shall not be entitled to any other payment in respect of any such delay.

4.7 The Issuer shall not be obliged to make any payment of principal to a Noteholder unless the Noteholder has delivered to the Issuer his Certificate(s) for the Notes due to be repaid (or, if lost, an indemnity in a form reasonably acceptable to the Issuer).

4.8 If any Noteholder fails or refuses to:

4.8.1 deliver up the Certificate(s) for his Notes to the Issuer on or before the due date for repayment; or

4.8.2 accept payment of the redemption moneys payable in respect of his Notes,

the moneys payable to such Noteholder shall be set aside by the Issuer and paid into a separate bank deposit account. Such setting aside shall be deemed for all the purposes of these Conditions to be a payment to such Noteholder and the Issuer shall, by doing so, be discharged from all obligations in connection with such Notes.

4.9 Any amounts unclaimed, set aside or retained in accordance with these Conditions in respect of any Note may (without constituting the Issuer as trustee in relation to them) be deposited or invested by the Issuer as the Issuer sees fit until they are validly claimed (the claimant having provided the Issuer with such evidence of his entitlement as the Issuer may require) and, if not so claimed within 12 years of first falling due for payment by the Issuer, shall then belong to the Issuer to the exclusion of all further claims by, under or through any Noteholder.

4.10 Notwithstanding any other provision of the Instrument or these Conditions, no payment shall be required to be made by the Issuer or Guarantor to the extent the making of such payment shall be unlawful under the laws of any jurisdiction to which the Issuer or Guarantor is subject.

4.11 The Issuer's calculation of any amount (including Default Interest) due on the Notes shall (except in the case of manifest error) be binding on all Noteholders and all persons claiming through or under them.

Section 2 – **Repayment Notice**

To: The [NOTEHOLDERS]

We refer to the loan note instrument dated 15 February in respect of the US$12,000,000 guaranteed loan notes 2023 (the **Instrument**).

Unless otherwise defined, defined terms in this notice shall have the same meaning as in the Instrument.

We, as Issuer of the Notes, give notice of our desire to exercise our right to repay the [whole]/US$[AMOUNT]* of the principal amount of the Notes in accordance with the Conditions, on [DATE]**.

Signature of the Issuer

.....

Dated [INSERT DATE]

* Delete as applicable

** Insert date, which is to be not less than 14 days after the date of the repayment notice

Section 3 - Title, transfer and transmission of Notes

1. **TITLE TO NOTES**

The Issuer shall recognise the registered holder of any Notes as the absolute owner of them and the Issuer shall not be bound to take notice or see to the execution of any trust (whether express, implied or constructive) to which any of the Notes may be subject. No notice of any trust (whether express, implied or constructive) shall be entered on the Register in respect of any Notes and the Issuer shall not be affected by any notice it may have of the right, title, interest or claim of any person, other than the registered holder, to or in any of the Notes.

2. TRANSFER OF NOTES

The Notes shall only be transferable with the prior written consent of the Issuer, not to be withheld where the transferee has confirmed in writing to the Issuer that:

2.1 neither the transferee nor any member of its group (nor to the extent that it relates to the business of the transferee or any member of its group, any officer, employee or agent acting on behalf of the relevant group company):

2.1.1 is listed on any list of persons subject to economic or financial sanctions, or is otherwise subject to trade embargoes or related restrictive measures issued or maintained by, or on behalf of;

2.1.2 has had any dealings with any individual or entity (whether a supplier, vendor, customer or other contractor) listed on any list of persons subject to economic or financial sanctions, or who is otherwise subject to trade embargoes or related restrictive measures issued or maintained by, or on behalf of; or

2.1.3 has engaged in any activity in violation or circumvention of any laws or regulations relating to economic or financial sanctions, trade embargoes or related restrictive measures imposed, administered or enforced from time to time by,

the United Kingdom, the United States of America, the United Nations, the European Union (or any of its member states) or any other governmental authority with jurisdiction over the transferee or group company (or any part of its business or operations); and

2.2 the transferee, its shareholders and the officers, directors, employees, shareholders, partners, contractors, sub-contractors, intermediaries, representatives and agents of each of the transferee, its shareholders and its group companies, in the course of their respective duties to such companies, have complied with:

2.2.1 all applicable anti-bribery and/or anti-corruption laws, statutes, codes and regulations (collectively **Anti-Corruption Laws**) of any jurisdiction in which the relevant company conducts its business; and

2.2.2 any relevant anti-bribery and anti-corruption obligations pursuant to any contract between the transferee and any third party; and

2.3 none of the officers, directors, employees, shareholders, partners, contractors, sub- contractors, representatives and agents of the transferee or any member of its group have, in the course of their activities relating to its business or the business of any group company, and the transferee has not, offered, paid, promised to pay or authorised the payment of (whether directly or indirectly) anything of value to any other person as an inducement or reward for a person to improperly perform or omit a relevant function or activity, to influence the acts or decisions of a government official in that person's official capacity, to use that person's influence with a government or its instrumentality to influence an official act or decision, to secure an improper advantage; or the purpose was to obtain or retain business, to direct business to any person, or to influence any official actions or decisions; and such offer, payment, promise of payment, or authorization of payment was unlawful under any applicable laws or regulations, including but not limited to, Anti-Corruption Laws; and

2.4 neither the transferee nor any member of its group, nor any of the officers, directors, employees or agents of the transferee or any of its group companies, is involved in any investigation, inquiry, claim or proceedings in relation to any alleged bribery or corruption offence or similar conduct, nor are any such investigations, inquiries, claims or proceedings pending or threatened by or against the transferee of any member of its group or any officer, director, employee or agent of the transferee or any member of its group, nor so far as the transferee is aware, are there any facts or circumstances which may give rise to any such investigations, inquiries, claims or proceedings being commenced by or against any of the foregoing persons,

provided that if the Issuer has discovered that the transferee is unable to give the confirmations above from its own due diligence enquiries, such consent may be refused.

2.5 For the purposes of this paragraph 2, a function or activity is a "relevant function or activity" if such function or activity is commercial or public in nature and expected to be performed in good faith or impartially or in a position of trust including but not limited to any official duties of a public official that is required by law and a "government official" includes any officer, employee, or agent of (i) any national, regional, or local government or any department, agency, or instrumentality thereof; (ii) any public international organization; (iii) any political party or candidate for political office; (iv) any state-owned enterprise; or (v) any person acting in an official capacity for or on behalf of the foregoing governmental entities, public international organizations, political parties or candidates, or state-owned enterprises.

3. TRANSMISSION OF NOTES

3.1 The personal representatives of a deceased Noteholder (if the Noteholder was the sole holder or the only survivor of joint holders) or the survivor or survivors (where the Noteholder was one of several joint holders), shall be the only persons recognised by the Issuer as having any title to the Notes registered in the name of the deceased.

3.2 Any person who becomes entitled to any of the Notes in consequence of the death or bankruptcy of a Noteholder (or any other event giving rise to the transmission of such Notes by operation of law) may, upon producing such evidence of his capacity and title as the Issuer requires, elect to either:

3.2.1 be registered himself as the holder of such Notes by delivering a notice in writing to the Issuer to that effect; or

3.2.2 subject always to paragraph 2.1 of section 3 of these Conditions, have a person nominated by him registered as the holder of such Notes. If he elects to have some other person registered, he shall execute an instrument of transfer of such Notes to that person and the provisions of these Conditions relating to the transfer of Notes shall apply as if it were an instrument of transfer executed by the relevant Noteholder and his death, bankruptcy or other event had not occurred.

The Issuer may retain any interest or other payments to be made upon any such Notes until either the person entitled to the same is registered as the holder of such Notes or a transfer of such Notes has been completed and duly registered.

Section 4 - Information and notices

1. **THE REGISTER AND INSTRUMENT**

1.1 Each Noteholder shall promptly notify the Issuer at its registered office (or such other place where the Register is kept for the time being) of any change to his name or address.

1.2 Each Noteholder (or any person authorised in writing by a Noteholder) shall be entitled at all reasonable times during normal business hours and on reasonable notice to inspect the Register and to take copies of all or any part of it. The Register may nevertheless be closed by the Issuer for such periods and at such times as the Issuer may think fit, provided that it is not closed for more than 30 days in any one year.

1.3 A copy of the Instrument shall be kept at the Issuer's registered office and each Noteholder (or any person authorised in writing by a Noteholder) may inspect that copy at all reasonable times during normal business hours and on reasonable notice. The Issuer shall supply a Noteholder with a copy of the Instrument as soon as reasonably practicable following receipt of a written request from the Noteholder to do so.

2. NOTICES

2.1 Any notice, document or information in connection with the Notes may be given or sent to a Noteholder by sending the same by first class, prepaid post in an envelope addressed to such Noteholder at his registered address in Zimbabwe or (if he has no registered address within Zimbabwe) to the address (if any) within Zimbabwe supplied by him to the Issuer for this purpose.

2.2 In the case of jointly held Notes, any notice, document or other information given to the joint Noteholder whose name stands first on the Register in respect of such Notes shall be sufficient notice to all the joint Noteholders.

2.3 A Noteholder (or, in the case of jointly held Notes, the joint Noteholder first named in the Register in respect of such Notes) whose registered address is outside Zimbabwe and who notifies the Issuer of an address within Zimbabwe at which notices, documents or information may be given or sent to him shall be entitled to have such notices, documents or information served, sent or supplied to him at that address. Otherwise, no such Noteholder shall be entitled to receive any notice, document or other information from the Issuer.

2.4 Where a person is entitled to any Notes by reason of the death or bankruptcy of any Noteholder (or otherwise by operation of law), any notice, document or other information (including any Certificate) may be given or sent to that person by sending the same in any manner authorised by these Conditions for the giving of notice to a Noteholder, addressed to that person by name, or by the title of the representative or trustee of the Noteholder, at the address (if any) within Zimbabwe supplied for this purpose by the person claiming to be so entitled. Until such an address has been so supplied, a notice may be given in any manner in which it might have been given if the death, bankruptcy or other transmission by operation of law had not occurred.

2.5 Any notice, demand or other document in connection with the Notes may be given by personal delivery (including courier) or sent to the Issuer by sending the same by first class, prepaid post and in each case in an envelope addressed to the Issuer at its registered office for the time being.

2.6 Delivery of a notice or document is deemed to have taken place (provided that all other requirements in these Conditions have been satisfied) if delivered by personal delivery at the time of actual delivery to the address or if sent by prepaid first class post to an address in Zimbabwe, at 9.00 am on the second Business Day after posting. To prove service, it is sufficient to prove that the envelope containing the notice was properly addressed, paid for and posted. If any notice or document is delivered by personal delivery after 5.00pm on a Business Day or on a day which is not a Business Day then then delivery shall be deemed to be at 9.00am on the next Business Day.

Section 5 - Meetings of Noteholders

1. **CONVENING A MEETING**

1.1 The Issuer may at any time and shall on the request in writing signed by the holders of not less than one-tenth in nominal value of the Notes for the time being outstanding, convene a meeting of the Noteholders to be held at such place as the Issuer shall specify.

1.2 At least 14 days' notice (excluding the day on which the notice is served or deemed to be served and the day on which the meeting is scheduled to be held) of every meeting shall be given to the Noteholders. The notice shall specify the place, date and time of the meeting and the general nature of the business to be transacted but, except in the case of a resolution to be proposed as a Special Resolution, it shall not be necessary to specify in the notice the terms of any resolution to be proposed.

1.3 The accidental omission to give notice to, or the non-receipt of notice by, any of the Noteholders shall not invalidate the proceedings at any such meeting.

1.4 A meeting of the Noteholders shall, despite being called on shorter notice than specified in paragraph 1.2 above, be deemed to have been duly called if it is agreed in writing by all of the Noteholders.

2. CHAIRING OF MEETINGS

The Noteholder holding the largest holding (by nominal value) of the outstanding Notes shall be entitled to take the chair at every meeting of the Noteholders. If no one Noteholder shall qualify to take the chair or if at any meeting the Noteholder holding the largest holding (by nominal value) of the outstanding Notes is not present within 15 minutes after the time appointed for holding the meeting, the Noteholders present shall choose one of their number to chair the meeting. The person chairing the meeting in accordance with this paragraph is referred to as the chairman.

3. ATTENDANCE AND QUORUM

3.1 No business (other than the selection of a chairman) shall be transacted at any meeting of the Noteholders unless the requisite quorum is present at the commencement of business.

3.2 At any meeting of the Noteholders convened for any purpose other than the passing of a Special Resolution, any Noteholders (present in person or by proxy) holding between them at least 50 per cent. in nominal value of the outstanding Notes and entitled to attend and to vote on the business to be transacted shall form a quorum.

3.3 At any meeting of the Noteholders convened for the purpose of passing a Special Resolution, any Noteholders (present in person or by proxy) holding between them 75 per cent. in nominal value of the outstanding Notes and entitled to attend and to vote on the business to be transacted shall form a quorum.

3.4 The Issuer and the Issuer's legal advisers and any other person authorised by the Issuer, may attend and speak at any meeting of the Noteholders.

4. ADJOURNMENT

4.1 If within 30 minutes from the time appointed for any meeting of the Noteholders a quorum is not present the meeting shall, if convened upon the requisition of the Noteholders, be dissolved. In any other case it shall stand adjourned to such day and time (being at least 14 days but not more than 28 days later) and to such place as may be appointed by the chairman. At such an adjourned meeting, any Noteholder present (in person or by proxy) and entitled to attend and vote on the business to be transacted shall form a quorum. Such Noteholders shall have the power to pass a Special Resolution or any other resolution and to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.

4.2 The chairman may with the consent of a meeting of the Noteholders at which a quorum is present (and shall, if so directed by the meeting), adjourn the same from time to time and from place to place.

4.3 Notice of any adjourned meeting at which a Special Resolution is to be submitted shall be given in the manner provided in this section 5 and shall state that any Noteholders present (in person or by proxy) at the adjourned meeting will form a quorum.

4.4 No business shall be transacted at any adjourned meeting other than business that might lawfully have been transacted at the meeting from which the adjournment took place.

5. VOTING

5.1 At any meeting of the Noteholders, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded in accordance with paragraph 6 of this section 5. Unless a poll is so demanded, a declaration by the chairman that a resolution has been carried unanimously or by a particular majority, not carried by a particular majority or lost shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

5.2 On a show of hands every Noteholder, who (being an individual) is present in person or by proxy or (being a corporation) is present by its duly authorised representative or by one of its officers as its proxy, shall have one vote.

5.3 On a poll every person present shall have one vote for every US$1.00 nominal value of outstanding Notes of which he is the registered holder or in respect of which he is a representative or proxy. A Noteholder (or a proxy or representative of a Noteholder) entitled to more than one vote on a poll need not use all his votes or cast all the votes he uses in the same way.

5.4 In the case of jointly held Notes, if more than one of the joint holders is present at any meeting (either in person or by proxy) the vote of the senior who tenders a vote (seniority being determined by the order in which the joint holders are named in the Register) shall be accepted to the exclusion of the votes of the other joint holders.

5.5 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote in addition to the vote or votes (if any) to which he may be entitled as a Noteholder or as a duly appointed proxy or representative.

6. POLLS

6.1 A poll may be demanded on any resolution put to a meeting of the Noteholders at any time before or on the declaration of the results of a show of hands on that resolution, by the chairman or by one or more Noteholders present (in person or by proxy).

6.2 A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken immediately or at such time and place as the chairman reasonably directs. The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

6.3 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. The demand for a poll may be withdrawn.

6.4 On a poll, votes may be given either personally or by proxy and a Noteholder entitled to more than one vote need not (if he votes) use all his votes or cast all the votes he uses in the same way.

7. PROXIES

7.1 Each instrument appointing a proxy shall be:

7.1.1 in writing;

7.1.2 in the usual common form, or such other form as the Issuer may approve; and

7.1.3 signed by the appointor or his attorney (duly authorised in writing) or, if the appointor is a corporation, either under its common seal or under the hand of an officer or attorney duly authorised.

Such instrument of proxy shall be deemed to confer authority to demand or join in demanding a poll and (unless it states otherwise) to vote as the proxy sees fit on any resolution or other business properly put to the meeting or meetings for which the instrument is given (or any adjournment thereof).

7.2 A person appointed to act as a proxy need not be a Noteholder.

7.3 The instrument appointing a proxy (together with any corporate resolution, power of attorney or other authority under which it is signed or a notarially certified copy of such resolution, power or authority) shall be deposited at the registered office of the Issuer or at such other place as may be specified in the notice convening the meeting not less than 48 hours before the time appointed for holding the meeting or adjourned meeting or for the taking of the poll at which the person named in the instrument proposes to vote and in default, the instrument of proxy shall not be treated as valid.

7.4 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the death or mental incapacity of the principal, or the revocation of the proxy or of the authority under which the proxy is given, unless notification in writing of such death, mental incapacity or revocation has been received at the registered office of the Issuer or at such other place (if any) specified for the deposit of instruments of proxy in the notice convening the meeting (or any document accompanying it) no later than the last time at which an appointment of a proxy should have been received in order for it to be valid for use at the meeting or adjourned meeting or the taking of the poll at which the vote is given. No instrument appointing a proxy shall be valid after the expiration of 12 months from the date named in it as the date of its execution.

8. POWERS EXERCISABLE BY SPECIAL RESOLUTION

Subject always to paragraph 9.3 of this section 5, in addition to any other powers they may have, the Noteholders may by Special Resolution:

8.1 sanction any proposals from the Issuer for any modification, variation, abrogation or compromise of, or arrangement in respect of, the rights of the Noteholders against the Issuer, whether such rights arise under the Instrument or otherwise;

8.2 sanction any scheme or proposal from the Issuer for the sale or exchange of the Notes for, or the conversion of the Notes into, cash or shares, stock, debentures, debenture stock or other obligations or securities of the Issuer or any other company formed or to be formed, and for the appointment of a person with power on behalf of the Noteholders to execute an instrument of transfer of the Notes held by them in favour of the person to or with whom the Notes are to be sold or exchanged (as the case may be);

8.3 consent to any modification, amendment or abrogation of any of the provisions contained in the Instrument or the Conditions which is proposed by the Issuer and authorise the Issuer to execute an instrument supplemental to this Instrument embodying any such modification, amendment or abrogation; and

8.4 give any authority or sanction which under the provisions of the Instrument or the Conditions is required to be given by Special Resolution.

9. EFFECT OF RESOLUTION

9.1 A Special Resolution passed at a meeting of the Noteholders duly convened and held in accordance with this section 5 (or passed by way of written resolution in accordance with paragraph 9.2 below), shall be binding on all the Noteholders regardless of whether they were present at such meeting (or, in the case of a written resolution, whether the resolution was signed by them) and each of the Noteholders shall be bound to give effect to such Special Resolution accordingly. The passing of any such Special Resolution shall be conclusive evidence that the circumstances justify passing it.

9.2 A resolution in writing signed by the holders of at least 75 per cent. in nominal value of the Notes for the time being outstanding who are for the time being entitled to receive notice of and vote at meetings of the Noteholders shall for all purposes be as valid and effectual as a Special Resolution passed at a duly convened meeting of the Noteholders held in accordance with this section 5. Such a resolution in writing may be contained in one document or in several documents in like form each signed by one or more of the Noteholders.

9.3 No resolution that would increase any obligation or liability of the Issuer under the Instrument or the Conditions or postpone the due date for payment of any principal amount or interest in respect of any Note may be passed.

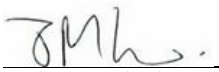
10. MINUTES OF MEETINGS

Minutes of all resolutions and proceedings at every meeting of the Noteholders shall be made and duly entered in books to be from time to time provided for that purpose by the Issuer. Any such minutes, if purporting to be signed by the chairman of the meeting, shall be conclusive evidence of the matters stated in them and until the contrary is proved every such meeting in respect of the proceedings of which minutes have been made and signed shall be deemed to have been duly held and convened, and all resolutions passed at the meeting to have been duly passed.

EXECUTION OF LOAN NOTE INSTRUMENT

ISSUER

EXECUTED as a **DEED** and delivered by)
CALEDONIA MINING SERVICES)
(PRIVATE) LIMITED acting by a director, in the presence of:)
)



Mark Learmonth, Director

Witness signature



Name Adam Chester
Address B006 Millais House, Castle Quay, St Helier, Jersey JE2 3EF
Occupation Lawyer
Dated: 15 February 2023

GUARANTOR

EXECUTED as a **DEED** and delivered by)
CALEDONIA MINING CORPORATION PLC)
acting by a director, in the presence of:)
)



Mark Learmonth, Director

Witness signature



Name Adam Chester
Address B006 Millais House, Castle Quay, St Helier, Jersey JE2 3EF
Occupation Lawyer
Dated: 15 February 2023

DATED 21 July 2022

THE PARTIES NAMED IN SCHEDULE 1

- and -

CALEDONIA MINING CORPORATION PLC

AGREEMENT

for the sale and purchase of the share capital of

Bilboes Gold Limited

MEMERY CRYSTAL
165 FLEET STREET
LONDON EC4A 2DY
TEL: 020 7242 5905
REF: 12208786

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THIS AGREEMENT is dated 21 July 2022

BETWEEN:

(1) **THE PERSONS** whose names and addresses are set out in column (1) of Schedule 1 (each a "**Seller**" and together the "**Sellers**"); and

(2) **CALEDONIA MINING CORPORATION PLC** (registered number 120924) whose registered office is at B006 Millais House, Castle Quay, Jersey, Channel Islands JE3 3EF (the "**Buyer**").

BACKGROUND:

A. Bilboes Gold Limited (the "**Company**") is a private company limited by shares incorporated in Mauritius, with registered number C078630 and holding a global business licence issued by the Mauritius Financial Commission, having an issued share capital of US$2,218,568, divided into 2,218,568 ordinary shares of US$1 each.

B. Further particulars of each Group Company are set out in Schedule 2.

C. The Sellers are the beneficial owners and registered holders of the numbers of Shares set out opposite their respective names in column (2) of Schedule 1, comprising in aggregate the entire issued share capital of the Company.

D. The Sellers have agreed to sell and the Buyer has agreed to purchase the Shares subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Interpretation

1.1 In this Agreement (and the Background and Schedules), unless otherwise specified, the following definitions apply:

Accounts	the audited financial statements of each Group Company, comprising in each case a balance sheet, profit and loss account, notes and reports thereon and a cash flow statement, in each case for the period ended on the Accounts Date;
Accounts Date	for the Company, 31 December 2018 and for the Subsidiary, 31 December 2020;

Admission	the admission of the Consideration Shares to trading on AIM as evidenced by the London Stock Exchange issuing a dealing notice in accordance with rule 6 of the AIM Rules, the listing of the Consideration Shares on the NYSE American as evidenced by authorisation of the Supplemental Listing Application for the Consideration Shares by the NYSE American and, to the extent that a Seller is to be issued Consideration Shares in the form of depositary receipts listed on the VFEX, the listing of the Consideration Shares on the VFEX as evidenced by the approval of the VFEX to such listing;
Agreed Form	in relation to any document, the form of that document which has been agreed between the parties and initialled for the purpose of identification by or on behalf of the parties;
AIM	the market of that name operated by the London Stock Exchange;
AIM Rules	the AIM Rules for Companies issued by the London Stock Exchange in force from time to time;
Applicable Laws	in relation to any party, means all laws, statutes, regulations, directives, by-laws, instruments, orders, codes of conduct and mandatory guidelines which have legal effect, whether local, national, international or otherwise existing from time to time, in each case to the extent applicable to that party;
Baker Steel	Baker Steel Resources Trust Limited;
Bembezi	Bembezi Gold Mines (Private) Limited (company number 5641/99);
Blanket Mine	the gold mine known as Blanket Mine located near Gwanda in Zimbabwe;

Board	the board of directors of the Buyer from time to time;
Business Day	a day that is not a Saturday, Sunday or any other day which is a statutory holiday or a bank holiday in either Harare, Zimbabwe, London, England, or Jersey and Guernsey, Channel Islands;
Buyer Accounts	the audited consolidated financial statements of the Buyer, comprising a consolidated balance sheet, profit and loss account, notes and reports thereon and a cash flow statement and the audited financial statements of the Buyer and each member of the Buyer's Group, in each case for the period ended on the Buyer Accounts Date;
Buyer Accounts Date	31 December 2021;
Buyer's Group	the Buyer, any subsidiary of the Buyer from time to time, any holding company of the Buyer from time to time and any subsidiary of such holding company (other than each Group Company);
Buyer Warranties	the Warranties to be given by the Buyer set out in Clause 6 and Schedule 6;
Cash Balances	as defined in Schedule 7;
Claim	any claim by the Buyer under this Agreement, including any Warranty Claim or Tax Claim or Indemnity Claim;
Claim Share Price	the 20-day volume weighted average price of a Common Share on AIM and/or the NYSE American (depending on where the sale(s) is/are to occur) ending on the date the broker is instructed to sell the relevant Consideration Shares pursuant to Clause 6.17(b);
Common Shares	common shares of no par value in the capital of the Buyer;

Completion	completion of the sale and purchase of the Shares in accordance with this Agreement;
Completion Accounts	the Completion Balance Sheet and Profit and Loss Account together with a calculation of the Cash Balances, Indebtedness and Net Working Capital to be prepared on the basis set out in Schedule 7;
Completion Accounts Date	5 Business Days from and including the date on which the Completion Accounts are agreed or determined or, if a closed period prevents the Company from issuing Common Shares, the date as soon as practicable following the end of the closed period;
Completion Balance Sheet	the consolidated balance sheet of the Group as at the Completion Date;
Completion Date	the date of Completion;
Conditions	the conditions to Completion set out in Clause 3;
Connected Person	any person, firm or company which is a connected person (as defined in sections 1122 and 1123 of the Corporation Tax Act 2010) or which is an associated company as defined in sections 449-451 of the Corporation Tax Act 2010;
Consideration	the aggregate consideration payable for the Shares in accordance with Clause 4;
Consideration Shares	the Initial Consideration Shares, the Escrow Consideration Shares and the Deferred Consideration Shares, totalling 5,123,044 Common Shares (subject to adjustment pursuant to Clause 4.5);
Consideration Share Sale Proceeds	has the meaning given in Clause 6.17(c);
Counsel	a barrister of not less than 10 years standing, having experience in claims similar to the relevant Claim, as agreed by the Sellers and the Buyer, or failing such agreement, as appointed by the President for the time being of the Law Society in England and Wales on the application of either party;

Deferred Consideration Shares	256,152 Common Shares in the capital of the Buyer to be allotted to the Sellers credited as fully paid pursuant to Clause 4.2 (subject to adjustment in accordance with Clause 4.5) whether in the form of shares or as represented by depositary interests tradeable on AIM or depositary receipts listed on VFEX (at the request of each Seller);
Directors	the directors of the Company (the names of whom are set out in Schedule 2);
Disclosed	fairly disclosed to the Buyer in the Disclosure Letter or the Disclosure Documents, and for these purposes "fairly disclosed" means disclosed to the Buyer with sufficient explanation and detail to adequately identify and evaluate the nature and scope of the matter disclosed;
Disclosure Documents	the documents listed in the index annexed to the Disclosure Letter in the Agreed Form and provided to the Buyer and/or in the VDR;
Disclosure Letter	the letter of the same date as this Agreement incorporating the Disclosure Documents from the Sellers to the Buyer disclosing certain qualifications to the Warranties;
Encumbrance	any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title, retention or any other security agreement or arrangement;
Escrow Consideration Shares	441,095 Consideration Shares;

Estimated Liability	the amount payable by the Seller(s) to the Buyer inrespect of a Warranty Claim, Tax Claim or Indemnity Claim;
Feasibility Study	the report evaluating the technical and commercial feasibility of the Project entitled "BILBOES GOLD PROJECT FEASIBILITY STUDY" prepared by DRA Africa Holdings (Pty) Ltd for the Company which is in the VDR and a subsequent and updated report contained within a separate data room maintained by DRA Africa Holdings (Pty) Ltd for which the Buyer has been given access;
Group	the Company, Odzi and the Subsidiary as at Completion and "**Group Company**" means any of them;
IFRS	International Financial Reporting Standards, issued by the International Accounting Standards Board, International Accounting Standards, Statements of the Standing Interpretations Committee and the International Financial Reporting Interpretations Committee;
Indebtedness	as defined in Schedule 7;
Indemnity Claim	any claims by the Buyer under any indemnity set out at Clause 8 and/or Clause 9.7;
Initial Consideration Shares	4,425,797 Common Shares in the capital of the Buyer to be allotted to the Sellers credited as fully paid pursuant to Clause 11.3 whether in the form of shares or as represented by depositary interests tradeable on AIM or depositary receipts listed on VFEX (at the request of each Seller);
Issue Price	the closing price for a Common Share on NYSE or AIM (depending where the shares are held or sold) on the trading day immediately prior to Completion;

Leased Properties	the leased or licensed properties details of which are set out in Schedule 8;
London Stock Exchange	London Stock Exchange Plc;
Long Stop Date	31 March 2023 or such later date as the parties may agree in writing;
Management Accounts	the unaudited management accounts relating to the Subsidiary for the period from the Accounts Date to 30 June 2022, the list of creditors as at 19 July 2022 each in the Disclosure Documents with VDR reference 6.11.13.6.3 and 6.11.29.17 respectively and the pro forma balance sheet in the Agreed Form;
MAR	the Market Abuse Regulation (596/2014/EU) as it forms part of the law of England and Wales by virtue of the European Union (Withdrawal) Act 2018 (as amended from time to time), as amended by UK legislation from time to time
Material Adverse Change	any event, circumstance, effect, occurrence or state of affairs or any combination thereof (including a change of legislation, regulation, accounting practice or an act of state or other exercise of Sovereign, judicial or executive prerogative including expropriation nationalisation or compulsory acquisition) which is, or is reasonably likely to be, materially adverse to the business, operations, assets, liabilities (including contingent liabilities), business or financial condition of the Buyer's Group or the Group (as applicable) as compared with the business operations, assets, liabilities (including contingent liabilities), business or financial condition of the Buyer's Group or the Group (as applicable) as at the date of this Agreement other than any such change:

(a) which results from or is attributable to:

(i) a change in rates of Taxation or the imposition of new Taxation;

(ii) a change in interest rates or exchange rates;

(iii) a change in commodity prices or other general economic conditions;

(iv) an event affecting financial or equity markets;

(v) a strike or lock-out or any other industrial action or labour dispute;

(vi) war or civil war, act of public enemy, armed conflict, other hostilities (including but not limited to terrorism, sabotage, riot, insurrection, revolution or other civil commotion), embargo, breaking off of diplomatic relations or similar actions, explosion, bombing, fire, earthquake, flood, hurricanes, tornados, drought, outbreak of disease or other acts of God or natural disasters or any conditions arising out of or attributable to any of the foregoing; and

(b) which, in any such case, adversely affects other persons carrying on a business of a similar nature to the business carried on by the Buyer's Group or the Group (as applicable) to a similar or greater extent;

Mine the mining area operated on by the Subsidiary using the Permits;

Mining Contract the agreement in the Agreed Form between the Buyer or a member of the Buyer's Group and the Subsidiary relating to the conduct of those parties in respect of the Tribute Agreement;

Mining Claims the claims set out in Schedule 10;

Net Smelter Royalty Agreement the agreement in the Agreed Form to be entered into between Baker Steel, the Buyer and the Subsidiary at Completion (as may subsequently be replaced pursuant to an NSRA Deed of Variation and NSRA Deed of Termination pursuant to Clause 6.17(d)(ii)(A));

Net Working Capital as defined in Schedule 7;

Net Working Capital Adjustment the amount (if any) by which the Net Working Capital is (as applicable):

(a) greater than the Target Net Working Capital; or

(b) less than the Target Net Working Capital;

Net Working Capital Statement the statement of Net Working Capital at the Completion Date in the form set out in Part 3 of Schedule 7 which is to be prepared in accordance with the provisions of and on the basis set out in Parts 1 and 2 of that Schedule;

NSRA Deed of Variation a deed of variation to the Net Smelter Royalty Agreement between the Buyer, the Subsidiary and Baker Steel in the Agreed Form incorporating the Reduced NSRA Royalty;

NSRA Termination Agreement an agreement between the Buyer, the Subsidiary and Baker Steel in the Agreed Form terminating the Net Smelter Royalty Agreement;

NSRA Value means an amount equal to 576,956 multiplied by the Issue Price, being the agreed value of the Net Smelter Royalty Agreement as at the date of this Agreement;

Odzi Odzi Resources Zimbabwe (Private) Limited (company number 5993/2014), a wholly owned subsidiary of the Company as at the date of this Agreement;

Odzi Buyer	Mingchang Sino-Africa Mining Investments (Private) Limited;
Odzi Sale Agreement	the sale and purchase agreement between the Subsidiary and the Odzi Buyer dated 4 April 2022 for the sale and purchase of the entire issued share capital of Odzi;
Operations	the construction, operation and maintenance of the Mine, haul roads, export plant, causeway, transhipment facility, camp, mobile equipment, power supply, water supply and all other facilities at the Mine, including land use and access rights, and the business of the Group of exploring for, extracting, producing, marketing and selling the Product;
Permits	the Mining Claims and all other permits, consents, rights or authorisations issued to any Group Company to conduct the Project;
Previous Announcement	every announcement made by or on behalf of the Buyer through a regulatory information service provider since the Buyer Accounts Date;
Product	gold doré produced from the Operations;
Profit and Loss Account	the consolidated trading profit and loss account of Group from 1 January 2022 to the Completion Date;
Project	the development of the Mine and the conduct of the Operations at the Mine for the purposes of producing the Product;
Reduced NSRA Royalty	means X, expressed as a percentage, calculated as follows: X = (Y - Z) / Y where: **Y** = the NSRA Value

	Z = the Residual Liability or, where there has already been a reduction to the royalty payable under the Net Smelter Royalty Agreement, Baker Steel's aggregate Residual Liability in respect of all Claims and/or obligations to repay any excess Consideration pursuant to Clause 4.6 up to and including the applicable Claim (notwithstanding any previous Residual Liability having already been settled by such earlier reduction to the Net Smelter Royalty Agreement);
Regulation S	Regulation S under the US Securities Act;
Relationship Agreement	the agreement in the Agreed Form to be entered into between the Buyer, Toziyana Resources Limited, Victor Gapare and the Buyer's AIM nominated adviser relating to the conduct of Toziyana Resources Limited and Victor Gapare as a substantial shareholder in the Buyer;
Relevant Claim	any Claim other than a Claim for breach of Clauses 5 (lock-in), Clause 8 (conduct until Completion) and/or Clause 13 (confidentiality);
Residual Liability	means an amount equal to Baker Steel's outstandingliability to the Buyer in relation to a Relevant Claim (or if the Buyer so elects any other Claim) or to repay any excess Consideration attributable to Baker Steel pursuant to Clause 4.6, in each case following the buy- back and/or sale of all of Baker Steel's Consideration Shares and (where Baker Steel has so elected or where required pursuant to Clause 6.17(d)) the allocation of any proceeds received by Baker Steel from the sale of its Consideration Shares pursuant to Clauses 6.17(a) to 6.17(c);
Restructuring	the transfer, following Completion, of the entire issued share capital of the Subsidiary within the Buyer's Group and subsequent winding up of the Company;

Sanctions	any export control and economic sanctions laws and regulations of the United States, the United Kingdom, the European Union (or any member state thereof), the United Nations and each other jurisdiction in which any Group Company is incorporated or operates or to which it is subject from time to time including the US Export Administration Regulations, the US International Traffic in Arms Regulations, any sanctions administered or enforced by the US Department of Treasury's Office of Foreign Assets Control, or the US Department of State (and including the designation as a "specially designated national" or "blocked person"), the United Nations Security Council, sanctions programmes maintained by Her Majesty's Treasury and any European Union restrictive measure that has been implemented pursuant to any European Council or Commission Regulation or Decision adopted pursuant to a Common Position in furtherance of the European Union's Common Foreign and Security Policy or any other sanctions administered or enforced by any other relevant sanctions authority;
Sanctions List	the "Specially Designated Nationals and Blocked Persons List" maintained by US Department of Treasury's Office of Foreign Assets Control ("**OFAC**") which can be found at: https:www.treasury.gov/ofac/downloads/sdnlist.pdf, the list of Foreign Financial Institutions, subject to Part 561 maintained by OFAC, or any similar sanctions list maintained by, or public announcement of sanctions designation made by, any US government agency, the United Nations, the European Union, Her Majesty's Treasury or other relevant sanctions authority;
SEDAR	the System for Electronic Document Analysis and Retrieval;
Seller's Group	a Seller, any subsidiary of a Seller from time to time, any holding company of a Seller from time to time and any subsidiary of such holding company (other than each Group Company);

SettledClaim means a Claim against the Seller(s) under this Agreement which is either:

(a) agreed in writing between the Buyer and the Seller(s) as to both liability and quantum (if any);

(b) finally resolved by arbitration under the Rules of the London Court of International Arbitration as to both liability and quantum (if any) and, in relation to which, all rights of appeal have been exhausted or are debarred by the passage of time; or

(c) confirmed in writing by the Buyer to the Seller(s) to be unconditionally withdrawn or abandoned;

Share Adjustment Notice written notice to the Buyer and the Company signed by the Sellers (other than Baker Steel) stating:

(a) if the Share Adjustment Notice is received before or on Completion:

a. the number of Shares that have been transferred from Toziyana Resources Limited to Infinite Treasure Limited together with a certified copy of the share transfer form in relation thereto and an updated certified copy of the register of members of the Company verifying the transfer; and

b. the number of Escrow Consideration Shares to be allotted and issued on Completion to each of Toziyana Resources Limited and Infinite Treasure Limited; and

(b) if the Share Adjustment Notice is received after Completion, the number of Escrow Consideration Shares to be allotted and issued as soon as reasonably practicable to each of Toziyana Resources Limited and Infinite Treasure Limited,

together in each case with a certified copy of the approval from the Reserve Bank of Zimbabwe in respect of the Investment Conversion Agreement between Shining Eagle Resources Limited, GAT Investments (Private) Limited and Infinite Treasure Limited dated 25 February 2022, provided always that no such approval from the Reserve Bank of Zimbabwe shall be required to be provided where the Share Adjustment Notice specifies that all of the Escrow Consideration Shares are to be allotted and issued to Toziyana Resources Limited;

Shares all the issued ordinary shares in the capital of the Company;

Subsidiary Bilboes Holdings (Private) Limited, a company incorporated in Zimbabwe with registered number 113/82;

Target Net Working Capital negative US$5,722,841, comprising the items listed in Part 3 of Schedule 7;

Taxation or **Tax** (a) any form of tax, levy, impost, duty, contribution, customs and other import duties, liability and charge and all related withholdings or deductions of any kind (including, for the avoidance of doubt, any social security contribution liabilities and similar or corresponding obligations) imposed by a Taxation Authority, wherever and whenever payable, and shall further include any amount payable as a consequence of any claim, direction order or determination of any Taxation Authority; and

(b) all fines, penalties, charges, costs and interest included in or relating to any of the above or to any obligation in respect of any of the above;

Taxation Authority any government, state or municipality or any local, state, federal or other fiscal, revenue, customs or excise authority, body or official competent to impose, administer, levy, assess or collect Tax;

Tax Claim has the meaning given in Schedule 8 (Tax Schedule);

Tax Statutes any directive, statute, enactment, law or regulation wherever enacted or issued, coming into force or entered into providing for or imposing any Tax, or providing for the reporting, collection, assessment or administration of any Tax liability, and shall include orders, regulations, instruments, bye-laws or other subordinate legislation made under the relevant statute or statutory provision and any directive, statute, enactment, law, order, regulation or provision that amends, extends, consolidates or replaces the same or that has been amended, extended, consolidated or replaced by the same;

Tax Warranties the Warranties set out in paragraph 16 of Schedule 5;

Tax Warranty Claim a Warranty Claim in respect of any of the Tax Warranties;

Third Party Claim as defined in Clause 7.10;

Tribute Agreement the tribute agreement in the Agreed Form between the Buyer or a member of the Buyer's Group (as tributor) and the Subsidiary (as grantor) in respect of certain of the Mining Claims to enable mining of oxides by the tributor until Completion;

United States the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

US Securities Act United States Securities Act of 1933, as amended;

VDR the online data room operated by iDeals and made available to the Buyer for the purposes of reviewing information relating to the Group as at 5pm UK time on date two Business Days prior to signing, which data room is recorded on a USB, the index of which is in the Agreed Form and attached to the Disclosure Letter;

VFEX Victoria Falls Stock Exchange;

Warranties the warranties to be given by the Sellers set out in Clause 6, Clause 8.3 and Schedule 5; and

Warranty Claim any Claims by the Buyer for a breach of any of the Warranties.

1.2 In this Agreement unless otherwise specified:

(a) references to statutes shall include any statutory modification, re- enactment or extension of such statute and any orders, regulations, instruments or other subordinate legislation made pursuant to such statute provided that any modification, re-enactment or extension of such statute made after the date of Completion and any orders, regulations, instruments or other subordinate legislation made pursuant to such statute after the date of Completion shall not impose additional obligations on any party to this Agreement;

(b) a reference to any English legal concept, term, action, remedy, method of judicial proceeding, legal document, legal status, court or official shall, in respect of any jurisdiction other than England and Wales, be deemed to refer to what most nearly approximates in that jurisdiction to that reference;

(c) if any provision contained in this Agreement is held to be invalid, illegal or unenforceable in any respect under the laws of any foreign jurisdiction (such as the laws of Zimbabwe), the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby under the laws of England and Wales;

(d) a reference to a Clause, paragraph or Schedule are to those contained in this Agreement;

(e) a person includes any individual, firm, company or other incorporated or unincorporated body;

(f) an individual includes, where appropriate, his estate and personal representatives;

(g) the singular includes the plural and vice versa;

(h) one gender includes all genders;

(i) headings are for ease of reference only and shall not be taken into account in construing this Agreement;

(j) a reference to this Agreement includes this Agreement as amended or varied in accordance with its terms;

(k) words which follow the term "include(s)" or "including" or any similar term shall be construed as illustrative and shall not limit the sense or application of the words which precede those terms;

(l) a reference to US$ or USD or US Dollars in this Agreement shall be to the lawful single currency for the time being of the United States of America; and

(m) the Schedules shall form part of this Agreement.

2. Sale of Shares

2.1 Each of the Sellers shall sell or procure the sale of, with full title guarantee and free from any Encumbrance, the Shares set out opposite its name in Schedule 1 and the Buyer agrees to purchase the Shares with all rights attaching to them as at the date of Completion.

2.2 The Sellers waive all pre-emption rights and other rights of first refusal in relation to any of the Shares, whether under the constitution of the Company or otherwise and consent to the transfer of the Shares hereunder and undertake to procure that any right of pre-emption or such other rights over or in respect of any of the Shares which are vested in any other persons are waived.

2.3 The Buyer shall not be obliged to complete the purchase of any of the Shares unless the purchase of all the Shares is completed simultaneously in accordance with this Agreement.

3. Conditions

3.1 Without prejudice to Clause 14, Completion is conditional on:

(a) the granting of all necessary approvals by the Reserve Bank of Zimbabwe for completion of this Agreement in a form satisfactory to the Buyer (acting reasonably);

(b) the approval of the Competition Commission and Tariff of Zimbabwe in form and substance satisfactory to the Buyer (acting reasonably);

(c) in a form acceptable to the Buyer (acting reasonably given the Buyer's status as a listed public company and its requirements for funding the Project), a Government Support Agreement or similar binding arrangement(s), signed by each of Zimbabwe's Minister of Finance, Minister of Mining, Minister of Commerce (if required) and the Governor of the Reserve Bank of Zimbabwe, providing that the Subsidiary, as part of the enlarged Buyer Group, can during the entire life of the Project (currently 9 years but may be extended depending on gold discoveries) (i) export 100% of unrefined gold; (ii) retain 100% of proceeds of gold sales in an offshore bank account in USD so that interest and capital payments can be remitted to foreign lenders; (iii) remit such net sale proceeds to a foreign currency account in Zimbabwe with no requirement for any proceeds to be surrendered for local currency; (iv) freely enter into contracts with foreign suppliers without the requirement to register or seek approval for such contracts with the Reserve Bank of Zimbabwe; (v) freely (subject to liquidity) distribute funds to its parent company whether in Zimbabwe or elsewhere which will be free to distribute funds without restriction to the Buyer's Group; and (vi) enjoy the protection of its property rights and guarantee freedom from expropriation;

(d) in a form acceptable to the Buyer (acting reasonably given the Buyer's status as a listed public company and its requirements for funding the Project), a Government Support Agreement or similar binding arrangement(s), signed by the relevant Minister in Zimbabwe; on behalf of the Zimbabwe Electricity and Supply Authority; and/or a credible independent power producer, in each case which includes an obligation to ensure that electricity shall be transmitted through the grid to the Project in amount of supply and at a cost within 10 per cent. of the assumed amount and cost in the Feasibility Study;

(e) the Buyer obtaining title opinions on the Permits from Scanlen & Holderness in form and substance satisfactory to it (acting reasonably) and the authorisation letter from the Subsidiary to the Mining Commissioners in Zimbabwe being duly stamped by the Mining Commissioners in Zimbabwe;

(f) the Sellers providing the Buyer with audited annual financial statements for the Company for the financial years ended 31 December 2019, 31 December 2020 and 31 December 2021 and for the Subsidiary for the financial year ended 31 December 2021;

(g) the Buyer obtaining legal opinions as to solvency as at Completion and capacity to enter into and complete this Agreement and the documents referred to herein on each of the Sellers in form and substance reasonably satisfactory to the Buyer;

(h) the Relationship Agreement being duly executed by the parties thereto;

(i) the Mining Contract and the Tribute Agreement being duly executed by the parties thereto and becoming unconditional in all respects;

(j) the receipt of authorisation from the relevant stock exchanges for Admission in respect of the Initial Consideration Shares to occur as soon as reasonably practicable following Completion; and

(k) written confirmation from the Reserve Bank of Zimbabwe in a form satisfactory to Baker Steel (acting reasonably) that the full amount of any proceeds received by the Subsidiary from the sale of the Product can be received and held by the Subsidiary in US Dollars.

3.2 The parties shall use all reasonable endeavours to procure the fulfilment of the Conditions by the Long Stop Date.

3.3 The parties shall co-operate in good faith with each other for the purpose of enabling each to fulfil its obligations under this Clause 3 and shall provide such information or assistance at the expense of the party seeking information or assistance as may reasonably be required for that purpose.

3.4 The Conditions in Clauses 3.1(a) to 3.1(g) are for the benefit of the Buyer and may only be waived in writing by the Buyer. The Condition in Clause 3.1(k) is for the benefit of the Sellers and may only be waived in writing by the Sellers. The Conditions in Clauses 3.1(h) and 3.1(i) are for the benefit of all parties and may only be waived in writing by the Buyer and the Sellers. The remaining Conditions cannot be waived.

3.5 A party shall notify the others immediately on becoming aware of anything which will or may prevent any Condition from being satisfied by the Long Stop Date.

3.6 If the Conditions have not been satisfied or waived (if capable of being waived) in accordance with clause 3.4, or shall have become in the reasonable opinion of the Buyer incapable of satisfaction or waiver, on or before the Long Stop Date, this Agreement shall terminate and the provisions of Clause 14 shall apply.

4. Consideration

4.1 The consideration for the sale and purchase of the Shares shall be the aggregate Issue Price of the Consideration Shares (subject to adjustment in accordance with Clause 4.2) and the value of the Net Smelter Royalty Agreement to be satisfied by:

(a) the allotment and issue at Completion by the Buyer to the Sellers of the Initial Consideration Shares at the Issue Price in the amounts set out in column 3 of Schedule 1;

(b) subject to Clause 4.5, the allotment and issue on the Completion Accounts Date by the Buyer to the Sellers of the Deferred Consideration Shares at the Issue Price in the amounts set out in column 4 of Schedule 1;

(c) the entry by the Subsidiary into the Net Smelter Royalty Agreement on Completion; and

(d) the allotment and issue by the Buyer to Toziyana Resources and/or Infinite Treasure Limited of the Escrow Consideration Shares at the Issue Price in the amounts specified in the Share Adjustment Notice in accordance with the terms of Clause 4.12.

4.2 The Consideration shall be adjusted as follows:

(a) if the Net Working Capital, as shown in the Net Working Capital Statement, is less than the Target Net Working Capital, the Consideration shall be reduced by an amount equal to the Net Working Capital Adjustment; and

(b) if the Net Working Capital, as shown in the Net Working Capital Statement, is greater than the Target Net Working Capital, the Consideration shall be increased by an amount equal to the Net Working Capital Adjustment, provided always that the maximum aggregate number of Consideration Shares to be issued under this Agreement shall be 5,497,293 Consideration Shares.

For illustration purposes only, if the Net Working Capital, as shown in the Net Working Capital Statement, was negative US$6,000,000, being US$277,159 less than the Target Net Working Capital, the Consideration would be reduced by US$277,159 and, if the Net Working Capital, as shown in the Net Working Capital Statement, was negative US$5,000,000, being US$722,841 more than the Target Net Working Capital, the Consideration would be increased by US$722,841.

4.3 The adjustments referred to in Clause 4.2 will be determined from the Completion Accounts which shall be prepared in accordance with the provisions of Schedule 7.

4.4 Any adjustment to be made to the Consideration pursuant to Clause 4.2 shall be apportioned between the Sellers in the proportions provided alongside their respective names in column 6 of Schedule 1.

4.5 Subject to Clauses 4.7 to 4.9, on the Completion Accounts Date, the Buyer shall, conditional only on Admission of the Deferred Consideration Shares, allot and issue to the Sellers the Deferred Consideration Shares at the Issue Price in the amounts set out in column 4 of Schedule 1 provided that:

(a) where the Consideration is reduced pursuant to Clause 4.2(a), the aggregate number of Deferred Consideration Shares to be issued to the Sellers shall be reduced by X, where X is an amount equal to the adjustment under Clause 4.2(a) divided by the Issue Price; and

(b) where the Consideration is increased pursuant to Clause 4.2(b), the aggregate number of Deferred Consideration Shares to be issued to the Sellers shall be increased by X, where X is an amount equal to the adjustment under Clause 4.2(b) divided by the Issue Price, subject to a maximum aggregate number of 5,497,293 Consideration Shares being issued to the Sellers pursuant to this Agreement, provided always that any increase or reduction to the number of Deferred Consideration Shares shall be borne by the Sellers in the proportions provided alongside their respective names in column 6 of Schedule 1 (subject to adjustment in accordance with Clause 4.16).

4.6 If any reduction to the Consideration pursuant to Clause 4.2(a) exceeds the aggregate Issue Price of the Deferred Consideration Shares, the Sellers shall repay the excess Consideration received in the proportions provided alongside their respective names in column 6 of Schedule 1 in accordance with, and subject to, the terms of Clause 6.17.

4.7 The Buyer may elect to reduce the number of Deferred Consideration Shares to be issued pursuant to Clause 4.5 by X where X is an amount equal to the amount payable by the Sellers in respect of a Claim that becomes a Settled Claim prior to the Completion Accounts Date but has not otherwise been paid divided by the Issue Price and any reduction to the number of Deferred Consideration Shares shall be borne by the Sellers in the proportions provided alongside their respective names in column 6 of Schedule 1 (subject to adjustment in accordance with Clause 4.16).

4.8 If the Buyer shall have served notice on the Sellers of a bona fide Claim but such claim has not become a Settled Claim prior to the Completion Accounts Date, then the Buyer may elect to retain from the Deferred Consideration Shares such number of Deferred Consideration Shares equal to the Estimated Liability in respect of the relevant Claim divided by the Issue Price until such Claim becomes a Settled Claim, whereupon the amount due on such Claim shall be paid to the Buyer in accordance with Clause 6.17 and the balance (if any) of the Deferred Consideration Shares shall be issued to the Sellers.

4.9 Where the provisions of Clause 4.8 apply and the Buyer has elected to retain Deferred Consideration Shares, the Buyer and the Sellers shall use reasonable endeavours to agree the Estimated Liability in respect of the Claim as soon as possible and in any event within the period of 10 Business Days following notification by the Buyer of such Claim. In the absence of such agreement, the following procedures shall apply:

(a) the determination of the Estimated Liability shall be referred to Counsel at the request of any party;

(b) Counsel shall be requested to prepare a written opinion and give notice of that opinion to the relevant parties;

(c) Counsel shall give his opinion as to whether or not, on the basis of the information before him, the Buyer has a real prospect of succeeding on a balance of probabilities in relation to the relevant Claim, having regard to the terms of this Agreement (including the limitations on liabilities set out in this Agreement);

(d) where Counsel's opinion states that the relevant Claim is one where the Buyer has a real prospect of succeeding on a balance of probabilities, Counsel shall provide his determination of the Estimated Liability within 15 Business Days of accepting his appointment (or such other period as the Buyer and the Sellers may otherwise agree with Counsel);

(e) Counsel shall act as an expert and not as arbitrator and his determination regarding the amount of the Estimated Liability shall, in the absence of fraud or manifest error, be final and binding on all the parties;

(f) Counsel’s fees in making his determination of the Estimated Liability shall be borne by the Buyer and the Seller equally or as Counsel may otherwise direct having regard to the respective conduct of the parties and the merits of their respective arguments in relation to the reference made to him;

(g) subject always to Clause 4.9(h), where the Counsel's opinion states that the relevant Claim is one where the Buyer has a real prospect of succeeding on the balance of probabilities, the Buyer shall be entitled to continue to retain such number of Deferred Consideration Shares equal to the amount (if any) which Counsel determines to be the Estimated Liability divided by the Issue Price until the Claim becomes a Settled Claim, is waived by the Buyer or lapses due to proceedings not having been raised by the Buyer in accordance with this Agreement. To the extent the withheld number of Deferred Consideration Shares exceeds the Estimated Liability as determined by Counsel divided by the Issue Price, the Buyer shall be required to issue such number of Deferred Consideration Shares equal to the difference to the Seller immediately following Counsel's opinion, such shares to be issued in accordance with Clause 4.5; and

(h) where Counsel's opinion does not state that the relevant Claim is one where the Buyer has a real prospect of succeeding on the balance of probabilities, the Buyer shall, immediately following Counsel's opinion (or, if later, as soon as reasonably practicable following the Completion Accounts Date), issue to the Sellers the Deferred Consideration Shares due (but without prejudice to the Buyer's rights to retain a cause of action in respect of the Claim subject always to the terms of this Agreement).

4.10 The Consideration shall be deemed to be reduced by an amount equal to the aggregate amount (if any) due by the Sellers to the Buyer under or pursuant to all Claims made by the Buyer against the Sellers under the Warranties and/or Schedule 8 (Tax Schedule) and/or any Indemnity Claim.

4.11 If any Seller is entitled to a fraction of a Consideration Share, their entitlement shall be rounded up to the nearest whole Consideration Share.

4.12 If a Share Adjustment Notice is received by the Buyer and the Company:

(a) on or before Completion, the Buyer shall on Completion, conditional only on Admission of the Escrow Consideration Shares, allot and issue the Escrow Consideration Shares to Toziyana Resources Limited and Infinite Treasure Limited in accordance with the number of Escrow Consideration Shares prescribed to be issued to each of them in the Share Adjustment Notice; and

(b) after Completion, the Buyer shall as soon as reasonably practicable following receipt of the Share Adjustment Notice by the Buyer and the Company, conditional only on Admission of the Escrow Consideration Shares, allot and issue the Escrow Consideration Shares to Toziyana Resources Limited and Infinite Treasure Limited in accordance with the number of Escrow Consideration Shares prescribed to be issued to each of them in the Share Adjustment Notice.

4.13 A Share Adjustment Notice is only valid if it contains all of the information, and is accompanied by the documents, prescribed to be included under the terms of this Agreement.

4.14 The Buyer and the Company shall be entitled to rely on the terms of the Share Adjustment Notice and shall be under no obligation to make any further enquiries of their own as to the number and proportion of Consideration Shares to be allotted to each of Toziyana Resources Limited and Infinite Treasure Limited respectively.

4.15 Subject to the allotment and issue of the Initial Consideration Shares, the allotment and issue of the Escrow Consideration Shares by the Buyer in accordance with Clauses 4.12 shall constitute full and final settlement of the Consideration (save for any Deferred Consideration Shares still to be issued by the Buyer in accordance with the terms of this Agreement) by the Buyer to Toziyana Resources Limited and Infinite Treasure Limited, respectively, and neither Toziyana Resources Limited nor Infinite Treasure Limited shall have any recourse against the Buyer or the Company in respect of the same or otherwise in connection with the terms of a Share Adjustment Notice.

4.16 The proportion of the Consideration received by the Sellers and the apportionment of Claims between the Sellers as set out in column 6 of Schedule 1 shall be varied as between Toziyana Resources Limited and Infinite Treasure Limited with effect from the allotment and issue by the Buyer of the Escrow Consideration Shares so that each of Toziyana Resources Limited and Infinite Treasure Limited bears X% where X equals (A divided by B) multiplied by C and:

A equals the number of Consideration Shares allotted and issued to Toziyana Resources Limited or Infinite Treasure Limited (as applicable)

B equals the total number of Consideration Shares allotted and issued in aggregate to Toziyana Resources Limited and Infinite Treasure Limited

C equals 75.84% (being 100% less the proportion of the Consideration and apportionment of Claims being borne by Baker Steel).

The proportion of the Consideration received by Baker Steel and the apportionment of Claims being borne by Baker Steel shall be as set out in column 6 of Schedule 1 notwithstanding any variation between Toziyana Resources Limited and Infinite Treasure Limited.

5. Consideration Shares

5.1 Subject to the provisions of Clause 5.2, without the prior written consent of the Buyer (in its absolute discretion), none of the Sellers shall:

(a) during the six month period from the date of Completion, dispose of, charge or otherwise encumber 50 per cent. of the Consideration Shares legally or beneficially owned by that Seller from time to time or other securities for the time being representing or derived from those shares (whether by way of consolidation, sub-division, capitalisation or rights issue or otherwise);

(b) during the six month period from the date of Completion, make any disposal of 50 per cent. of the Consideration Shares legally or beneficially owned by that Seller from time to time or other securities for the time being representing or derived from those shares (whether by way of consolidation, sub-division, capitalisation or rights issue or otherwise) except through the Buyer's broker ("**Broker**") in order to ensure an orderly market in the share capital of the Company, provided that if the Broker is unable to arrange for the disposal of such Consideration Shares concerned at a price which is acceptable to the Seller within 10 Business Days (or, where the disposal is of 3% or less of the Consideration Shares legally or beneficially owned by the relevant Seller at that time, 5 Business Days) of being formally instructed in connection with such disposal, the disposal of such Consideration Shares concerned may be effected through a third party broker but only if it is effected:-

(i) at a price in excess of such price quoted by, and otherwise on terms no less favourable than those offered by, the Broker; and

(ii) within a further 10 Business Days (or where the disposal is of 3% or less of the relevant Seller's Consideration Shares, 5 Business Days) of the expiry of the period of 10 Business Days (or 5 Business Days as the case may be) referred to above.

For the purposes of this Clause "**disposal**" includes directly or indirectly, unconditionally or conditionally, mortgaging, pledging, charging, swapping, assigning, selling, transferring, creating an adverse interest over, granting options or other rights over, subscribing, encumber or otherwise disposing, including agreeing to do the same, and the expression "**dispose of**" shall be construed accordingly.

5.2 The restrictions contained in Clause 5.1 shall not prohibit any of the Sellers from disposing of Consideration Shares:

(a) in acceptance of a general offer for the whole of the issued equity share capital of the Buyer (other than any equity share capital held by or committed to the offeror and/or persons acting in concert with the offeror) which has either been recommended by the directors of the Buyer or has become unconditional as to acceptances; or

(b) by the execution of an irrevocable commitment to accept a general offer for the whole of the issued equity share capital of the Buyer other than equity share capital held by or committed to the offeror (and/or persons acting in connection with the offeror) which has been or is recommended by the directors of the Buyer or where the irrevocable commitment is expressed to be conditional upon such general offer being so recommended; or

(c) pursuant to any compromise or arrangement providing for the acquisition by any person (or group of persons acting in concert) of 50% or more of the equity share capital of the Buyer and which compromise or arrangement has been sanctioned by the courts; or

(d) where the disposal is to raise funds for a Seller to satisfy his liability to the Buyer pursuant to any Claim in accordance with Clause 6.17.

5.3 The provisions of Clause 5 are without prejudice to any restrictions on dealings in securities of the Company to which the Seller may be subject pursuant to the Company's code of dealings in the Company's securities (adopted in compliance with Rule 21 of the AIM Rules) or pursuant to other applicable law or regulation, including but not limited to, the AIM Rules, the Criminal Justice Act 1993, the Financial Services and Markets Act 2000 and MAR.

5.4 Notwithstanding the Relationship Agreement, any other Seller holding, directly or indirectly and together with its Connected Persons, more than 20% of the Common Shares of the Buyer shall, at the request of the Buyer, enter into a relationship agreement with the Buyer in a form similar to the Relationship Agreement.

6. Warranties

6.1 The Sellers severally warrant to the Buyer that each of the statements set out in Schedule 5 is true, accurate and not misleading.

6.2 The Buyer warrants to the Sellers that each of the statements set out in Schedule 6 is true, accurate and not misleading.

6.3 The Sellers acknowledge and accept that the Buyer is, and the Buyer acknowledges and accepts that the Sellers are, entering into this Agreement for the purchase of the Shares on the basis of and in reliance upon (among other things) the Warranties and the Buyer Warranties (respectively).

6.4 Where any Warranty is qualified by the expression "so far as the Sellers are aware" or "to the best of the knowledge, information and belief of the Sellers", or any similar expression or qualification, that statement shall be deemed to include an additional statement that it has been made after all reasonable enquiry and shall be deemed to include the knowledge of Victor Gapare, Francis Johnstone and Xiangwei Weng.

6.5 Each of the Warranties and the Buyer Warranties shall be separate and independent and shall not be limited by reference to any other Warranties or the Buyer Warranties, or other provisions of this Agreement.

6.6 The Warranties and the Buyer Warranties are given at the date of this Agreement and shall be deemed to be repeated immediately prior to Completion with reference to the facts then existing. If the Buyer discloses to the Sellers in writing that it has issued or granted an option to subscribe for Common Shares between exchange and Completion and is therefore in breach of warranty 5 of Schedule 6 (Issued Share Capital) by reference to the facts at Completion, the Sellers shall be entitled to terminate this Agreement if Clause 14.2(f) applies, but otherwise shall have no recourse against the Buyer.

6.7 The Sellers shall ensure that no Group Company shall do or omit to do anything which would at any time before or at Completion be inconsistent with any of the Warranties, breach any Warranty or make any Warranty untrue or misleading.

6.8 The Buyer shall ensure that no member of the Buyer's Group does or omits to do anything which would at any time before or at Completion be inconsistent with any of the Buyer Warranties, breach any Buyer Warranty or make any Buyer Warranty untrue or misleading.

6.9 If, at any time before or at Completion, the Sellers or any of them become aware that a Warranty has been breached, is untrue or is misleading, or has a reasonable expectation that any of those things might occur, they shall immediately:

(a) notify the Buyer in writing in sufficient detail to enable the Buyer to make an accurate assessment of the situation; and

(b) if requested by the Buyer, use all reasonable endeavours to prevent or remedy the notified occurrence.

6.10 If at any time before or at Completion, the Buyer becomes aware that a Buyer Warranty has been breached, is untrue or is misleading, or has a reasonable expectation that any of those things might occur, it shall immediately:

(a) notify the Sellers in writing in sufficient detail to enable the Sellers to make an accurate assessment of the situation; and

(b) if requested by the Sellers, use all reasonable endeavours to prevent or remedy the notified occurrence.

6.11 The Sellers agree with the Buyer (as trustee for the Company and its employees) to waive any rights or claims which the Sellers might otherwise have in respect of any misrepresentation, inaccuracy or omission in or from any information or advice supplied or given by the Company or its employees in connection with the giving of the Warranties and the preparation of the Disclosure Letter.

6.12 The Warranties and the Buyer Warranties shall remain in full force and effect after Completion.

6.13 Save for the Warranties in paragraphs 1 and 3.2 of Schedule 5, the Warranties are given subject to and are qualified by those facts, matters and circumstances which are Disclosed in the Disclosure Letter, which shall be delivered by the Sellers to the Buyer on signing this Agreement.

6.14 The Sellers shall have no liability for any Claim for breach of Warranty to the extent that the Buyer on the date of this Agreement is actually aware of a matter, fact or circumstance that gives rise to such a Claim and ought reasonably to appreciate that such matter, fact or circumstance gives rise to such a Claim. For this purpose, the actual awareness of the Buyer shall mean the actual awareness of Steve Curtis, Mark Learmonth, Maurice Mason, Adam Chester and Dana Roets, having made all reasonable enquiries of Bowmans Mauritius and Gill, Godlonton & Gerrans in respect of the sale and purchase of the Shares.

6.15 The Buyer acknowledges and agrees that:

(a) the Warranties are the only warranties given by the Sellers on which the Buyer may rely in entering into this Agreement;

(b) no representation or warranty is made or given by the Sellers as to the completeness, truth or accuracy of the matters disclosed in the Disclosure Letter or Disclosure Documents; and

(c) no representation or warranty is made or given by the Sellers as to the accuracy or reasonableness of any forecast, estimate or projection made or provided to the Buyer or any of its advisers (in whatever form).

6.16 The provisions of Schedule 8 (Tax Schedule) shall take effect and be operative from Completion.

6.17 Any liability of the Seller(s) for any Relevant Claim (or, if the Buyer so elects, any other Claim) or to repay any excess Consideration pursuant to Clause 4.6 shall be satisfied as follows:

(a) the Buyer shall, subject to shareholder approval, buy back such number of Consideration Shares then held by the relevant Seller(s) for an aggregate consideration of 1.00 USD as required to satisfy by set-off that Seller's liability to the Buyer (such number of Consideration Shares to be bought back being calculated using the Issue Price); or

(b) to the extent that the Buyer does not have shareholder approval to effect a buy back in accordance with 6.17(a), the Buyer shall procure the sale, through the Buyer's broker or such other broker (at the absolute discretion of the Buyer), of such number of Consideration Shares then held by the relevant Seller(s) at a price reasonably obtainable on the market as required to satisfy that Seller's liability to the Buyer (after all deductions for any transfer Tax and reasonably incurred fees, commissions and expenses payable by the Buyer relating to the sale) (such number of Consideration Shares to be transferred being calculated using the Claim Share Price);

(c) if any Seller has disposed of all or part of its Consideration Shares and there are insufficient Consideration Shares held by that Seller at that time to meet its liability to the Buyer after first buying back or procuring the sale of all of that Seller's Consideration Shares, the relevant Seller shall then be required to pay the balance of its outstanding liability to the Buyer in cash up to a maximum aggregate amount equal to the proceeds received by that Seller from the sale of the Consideration Shares ("**Consideration Share Sale Proceeds**") (and, for the avoidance of doubt, any Escrow Consideration Shares which have not yet been allotted and issued shall be disregarded for the purposes of assessing whether any Seller has insufficient Consideration Shares to meet its liability to the Buyer);

(d) in the case of Baker Steel, if it holds insufficient Consideration Shares (or Consideration Share Sale Proceeds) to satisfy the full amount of the Residual Liability attributable to it or if it does not pay the cash amounts due to the Buyer pursuant to Clause 6.17(c) or it notifies the Buyer in writing that it does not wish to settle its outstanding liability using its Consideration Share Sale Proceeds pursuant to Clause 6.17(c), in each case within 10 Business Days of such amounts falling due:

(i) at the option of Baker Steel, Baker Steel may elect to pay the amount of any Residual Liability in cash, capped at a maximum aggregate amount equal to the amount of the NSRA Value plus (to the extent they have not already been paid to the Buyer) its Consideration Share Sale Proceeds; or

(ii) where Baker Steel does not elect to pay in cash pursuant to Clause 6.17(d)(i), the Buyer (on behalf of itself and the Subsidiary) and Baker Steel agree to:

(A) where the Reduced NSRA Royalty is a positive number, enter into a NSRA Deed of Variation by executing and delivering (and in the case of the Buyer, also procuring that the Subsidiary executes and delivers) the same simultaneously with the entry into the NSRA Termination Agreement; and

(B) where the Reduced NSRA Royalty is zero or a negative number, terminate the Net Smelter Royalty Agreement by executing and delivering (and in the case of the Buyer, also procuring that the Subsidiary executes and delivers) the NSRA Termination Agreement,

in each case within five Business Days of written notice from the Buyer to Baker Steel, provided that, where the Reduced NSRA Royalty is a negative number, Baker Steel shall be required to settle its Residual Liability first from any Consideration Share Sale Proceeds pursuant to Clause 6.17(c) (to the extent it has not done so already) before the Net Smelter Royalty Agreement is varied and/or terminated pursuant to this Clause 6.17(c) and, after such Consideration Share Sale Proceeds have been applied, if there is still a Residual Liability but the Reduced NSRA Royalty is then a positive number, the parties shall enter into a NSRA Deed of Variation and the NSRA Termination Agreement in accordance with Clause 6.17(d)(ii)(A) and, if there is still a Residual Liability and the Reduced NSRA Royalty is still zero or a negative number, the Net Smelter Royalty Agreement shall be terminated in accordance with Clause 6.17(d)(ii)(B).

6.18 Completion of the buyback or transfer of any Consideration Shares pursuant to Clause 6.17 shall take place as soon as reasonably practicable and in any event no later than two months after (i) the date that the relevant Claim is agreed, settled or finally determined or (ii) in the case of the obligation to pay the excess Consideration pursuant to Clause 4.6, the Completion Accounts Date, whereupon the relevant Seller(s) shall deliver to the Buyer (or its nominee) duly executed transfers of the relevant Consideration Shares in favour of the Buyer (or its nominee) or relevant third party buyer (as applicable).

6.19 Each Seller agrees to vote in favour of any shareholder resolution(s) of the Buyer which may be required in order to give effect to Clause 6.18.

7. Limitations on Claims

7.1 Subject to Clause 7.3, the Buyer shall give notice in writing of a Warranty Claim, Tax Claim or Indemnity Claim to the Sellers stating the nature of the claim (and such other reasonable details as are available to it) as soon as is reasonably practicable after the Buyer becomes aware that it has or might have a Warranty Claim, Tax Claim or Indemnity Claim and in any event the Sellers shall be under no liability in respect of any Warranty Claim or Tax Claim or Indemnity Claim unless notice is given in respect of it on or before the first anniversary of Completion.

7.2 Subject to Clause 7.3, the liability of the Sellers in respect of any Warranty Claim, Tax Claim or Indemnity Claim, of which notice shall have been given to the Sellers prior to the expiry of the time limit set out in Clause 7.1 shall (if such Warranty Claim, Tax Claim or Indemnity Claim has not been previously satisfied, settled or withdrawn) absolutely cease and determine if proceedings in respect of such Warranty Claim, Tax Claim or Indemnity Claim have not been properly issued and validly served upon the Sellers within six months of the date of such notification or if later, where action is being taken at the request of the Seller in accordance with paragraph 9 (Claims procedure) of Schedule 8, or the Seller is requesting that action be taken, or awaiting any response from a Tax Authority in response to any action taken in respect of a Demand, six months after the latest date of action, a request for action, or a response from the relevant Tax Authority.

7.3 The time limits in Clause 7.1 shall not limit any Warranty Claim, Tax Claim or Indemnity Claim in respect of a liability which is contingent or unascertained where written notice of the Warranty Claim, Tax Claim or Indemnity Claim (giving so far as is practicable the amount and the details of the Warranty Claim, Tax Claim or Indemnity Claim) is given to the Sellers before the expiry of the relevant periods specified in those clauses.

7.4 The Buyer shall not be entitled to make a Warranty Claim to the extent that the matter giving rise to the Warranty Claim is remediable unless:

(a) within the period of 20 Business Days after becoming aware of such matter, the Buyer shall have given notice thereof to the Sellers; and

(b) such matter shall not have been remedied to the reasonable satisfaction of the Buyer within the period of 20 Business Days following the giving of such notice.

7.5 The maximum aggregate liability of each Seller for all Relevant Claims shall be limited to the aggregate Issue Price of all of the Consideration Shares received by the relevant Seller and, in the case of Baker Steel, the NSRA Value. If, at the date a Claim becomes a Settled Claim, the Escrow Consideration Shares have not yet been issued, they shall be treated as having been issued to Toziyana Resources Limited for the purposes of determining Toziyana Resources Limited's cap on its liability.

7.6 Each Seller shall, subject to Clause 4.16, only be liable for the proportion of each Claim set out against its name in column 6 of Schedule 1.

7.7 The Sellers shall be under no liability in respect of any Warranty Claim or Tax Claim if the aggregate liability of the Sellers in respect of all Warranty Claims together with all Tax Claims would (but for this Clause 7.7) have been less than US$750,000 (including costs and interest).

7.8 In relation to a Claim (other than a Tax Claim or Tax Warranty Claim), the Sellers shall not be liable in respect of any such Claim if and to the extent that:

(a) the Claim would not have arisen but for any act, omission, transaction or arrangement carried out at the request of or with the consent of the Buyer before Completion or pursuant to the terms of this Agreement;

(b) the Claim would not have arisen but for any act, omission, transaction or arrangement carried out or entered into by any member of the Buyer's Group on or after Completion outside the ordinary course of business of the Company as carried on at the date of this Agreement;

(c) the Claim would not have arisen but for any reorganisation of any member of the Buyer's Group (including any winding up or cessation of the whole or any part of any business or trade carried on by any member of the Buyer's Group) after Completion;

(d) the Claim would not have arisen but for any change in the accounting principles, practices or policies of any member of the Buyer's Group introduced or having effect after Completion unless required by any provision of IFRS in place prior to the date of this Agreement;

(e) subject to Clause 7.9, the loss or damage giving rise to the Claim is actually recovered by any member of the Buyer's Group under any policy of insurance;

(f) the Claim is based upon a liability which is contingent only or otherwise not capable of being quantified, unless and until such liability becomes an actual liability or becomes capable of being quantified;

(g) the Claim arises or is increased directly or indirectly as a result of:

(i) the passing or coming into force of, or any change in, any legislation after the date of this Agreement;

(ii) any increase in the rate of Taxation or any imposition of new Taxation after the date of this Agreement;

(iii) the withdrawal or amendment after the date of this Agreement of any extra-statutory concession or other formal agreement or arrangement currently granted by or made with any governmental, fiscal or regulatory body (whether or not having the force of law); or

(iv) any change after the date of this Agreement in any generally accepted interpretation or application of any legislation or in the policy or practice (whether published or unpublished) of any relevant governmental, fiscal or regulatory body;

(h) the loss the subject of the Claim has been recovered by the Buyer pursuant to a Claim under any other Warranty or term of this Agreement; or

(i) the matter giving rise to the Claim has been or is made good or is otherwise compensated for without cost to the Buyer or any other member of the Buyer's Group.

7.9 The Buyer will use all reasonable endeavours to claim on the Group’s insurance policy in respect of any Relevant Claim covered by such insurance, provided that all direct and indirect costs associated with recovery under the relevant insurance policy (including, but not limited to, excess, deductible tax and any resulting increase in the renewal premium) shall be included in the Seller's liability for the Claim and, for the avoidance of doubt, this shall not restrict the Buyer from claiming against the Sellers in respect of the same loss subject always to the Buyer complying with the terms of this Clause 7.9 and not recovering damages more than once in respect of the same loss.

7.10 If a claim, demand or action is made, brought or threatened against the Buyer or any other member of the Buyer's Group by any third party which might lead to a Claim (other than a Tax Claim or Tax Warranty Claim) against the Sellers (a "**Third Party Claim**"), the Buyer shall:

(a) procure that the Sellers are notified in writing of the Third Party Claim as soon as practicable after the relevant member of the Buyer's Group becomes aware of the Third Party Claim and in any event by not later than 5 Business Days thereafter; and

(b) consult with the Sellers in relation to the Third Party Claim and the action to be taken to avoid, dispute, resist, mitigate, settle, compromise or defend the Third Party Claim or appeal any decision, judgment or adjudication with respect thereto (and, for the avoidance of doubt, any such action to be taken shall not require the Sellers' prior consent).

7.11 None of the limitations in Clauses 7.1 to 7.10 shall apply to any Claim if any liability of the relevant Seller in respect of that Claim arises from, or is increased as a result of fraud on the part of such Seller.

7.12 In respect of any claims against the Buyer under this Agreement, the maximum aggregate liability of the Buyer shall be limited to the aggregate of (i) the aggregate Issue Price of all of the Consideration Shares plus (ii) the NSRA Value.

7.13 The Buyer will not be liable in respect of any claim for a breach of Buyer Warranty unless written notice of such claim has been given by the Sellers by no later than the first anniversary of Completion.

7.14 The Buyer is not entitled to recover damages or otherwise obtain payment, reimbursement or restitution more than once in respect of the same loss or liability.

8. <u>Odzi and Bembezi</u>

8.1 The Sellers will indemnify the Buyer in respect of, and undertake to pay in cash to the Buyer an amount equal to, all losses suffered or incurred by any member of the Buyer's Group arising out of or in connection with:

(a) the warranty in Clause 8.3 not being true, accurate or misleading as at the date of this Agreement and/or Completion;

(b) any transaction or arrangement entered into by the Group in order to transfer the entire issued share capital of Bembezi out of the Group; and/or

(c) any transaction or arrangement entered into by the Group in order to transfer Odzi to the Odzi Buyer including but not limited to any costs, expenses, obligations, duties and liabilities incurred by the Subsidiary under the terms of the warranties, indemnities, adjustment provisions in clause 6 and/or any other provision of the Odzi Sale Agreement and/or any Tax payable by the Group or the Buyer's Group in connection with the transfer; and/or

(d) Bembezi; and/or

(e) Odzi (including, without limitation, in relation to any breach by the Odzi Buyer of the payment terms under the Odzi Agreement).

8.2 Any payment made by the Sellers in respect of a claim pursuant to Clause 8.1 shall include an amount in respect of all costs and expenses reasonably and properly incurred by the Buyer's Group in bringing the relevant claim.

8.3 The Sellers severally warrant to the Buyer that:

(a) neither the Odzi Buyer (or any subsidiary or holding company of the Odzi Buyer or any subsidiary of such holding company) (the "**Odzi Group**") nor, so far as the Sellers are aware, any officer or affiliate acting for or on behalf of the Odzi Buyer, is a person, or is owned or controlled by a person that is the subject of any Sanctions or described or designated in the most current version of any relevant Sanctions List or currently subject to any Sanctions; further, so far as the Sellers are aware, no member of the Odzi Group or any of its joint venture partners or subdivisions of such person or entity is currently operating in or from, or organised or resident in, a country or territory that is the subject of country or territory wide Sanctions or listed on any relevant Sanctions List; and

(b) for the past five years, no member of the Odzi Group has engaged in, and no member of the Odzi Group is now engaged in, any dealings or transactions with any individual or entity that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any country, region or territory that is the subject or the target of Sanctions.

8.4 From Completion until completion of the sale of Odzi, the Buyer shall procure that Odzi is operated and managed in accordance with the reasonable instructions of the Sellers and that, without the prior written consent of the Sellers, Odzi will not enter into any contract or commitment, or borrow any money or incur any indebtedness.

9. Conduct of Business Before Completion

9.1 From the date of this Agreement until Completion, each Seller shall use all reasonable endeavours to:

(a) procure that each Group Company will carry on its business in the ordinary and usual course;

(b) procure that each Group Company shall comply with the requirements of Schedule 4;

(c) not, and shall procure that each Group Company shall not, do, allow or procure, any act or omission which would render any of the Warranties untrue, inaccurate or misleading if repeated at Completion by reference to the circumstances then subsisting;

(d) in addition to complying with the requirements of Schedule 4 (and notwithstanding any conflict with those provisions), procure that:

(i) all income received by the Group is used to discharge liabilities of the Group;

(ii) no Group Company purchases any asset or takes any action which would increase its liabilities from the date of this Agreement in each case in excess of the aggregate amount of $5,000 in any calendar month without the prior written approval of the Buyer, provided always that this Clause 9.1(d)(ii) shall not apply in relation to the purchase of any asset or increase of any liabilities undertaken or incurred in accordance with the terms of the Tribute Agreement and/or Mining Contract; and

(iii) the Group does not incur expenditure in excess of the cash received by the Group from the Odzi Consideration and pursuant to the Tribute Agreement and Mining Contract without the prior written approval of the Buyer;

(e) procure that the relevant Group Company shall, subject to the terms of the Tribute Agreement and the Mining Contract, maintain and protect the Group's claims and licences in respect of the Mine; and

(f) procure that the relevant Group Company complies in all material respects with their respective obligations under each Permit and all Applicable Laws.

9.2 Each Seller undertakes to notify the Buyer in writing as soon as reasonably practicable after becoming aware of anything which constitutes or is reasonably likely to constitute a breach of the Sellers' obligations under Clause 9.1 and to provide the Buyer all material details available to it in relation to such matter.

9.3 Each Seller shall use all reasonable endeavours to procure that, subject to the Buyer complying with its obligations under Clause 9.4, from the date of this Agreement until Completion:

(a) the Buyer and its advisers and representatives shall be given reasonable access, upon reasonable notice, to the premises and assets of the Company and to all books, records, accounts and documents controlled or used by the Company (including computer programmes) and shall be permitted to take copies of each of the foregoing;

(b) the directors and employees of the Company shall be instructed to give, as soon as reasonably practicable, all such information and explanations to the Buyer as the Buyer reasonably requests; and

(c) the Buyer and its technical advisers shall be entitled to have reasonable access to the Mine to perform such drilling, testing and sampling they find reasonably necessary in order to confirm the contents of the Feasibility Study. The parties agree that all samples and other data generated in connection with the Feasibility Study and any technical report connected therewith shall belong to the Group.

9.4 Any activities undertaken by the Buyer in accordance with Clause 9.3 shall be undertaken at the Buyer's own risk, at its own cost and for its own benefit and the Buyer shall:

(a) notwithstanding any other provision of this Agreement, not have any authority to, and must not purport to, bind the Sellers or the Company to any obligations;

(b) conduct all its activities in accordance with the terms of the Permits (including, without limitation, those relating to mining practices, safety requirements and the environment) and in a good, safe and workmanlike manner and using good mining practices;

(c) carry out all rehabilitation of any land disturbed by it;

(d) lodge, or meet the full cost of, any performance bonds that are required to be lodged as a result of its activities or proposed activities; and

(e) comply and procure compliance by its agents, advisors and employees with all Applicable Laws, including environmental laws.

9.5 The Buyer indemnifies and shall keep indemnified the Sellers and the Company at all times against all claims and losses which have accrued or which may accrue directly from the Buyer's activities (and the activities of the Buyer's agents, employees, officers and contractors) at the Mine and the exercise of its rights under Clause 9.3. Notwithstanding any other provision of this Agreement, this Clause 9.5 survives termination of this Agreement.

9.6 The Sellers shall procure that from the date of this Agreement until Completion such person as the Buyer may from time to time nominate shall be given the same notices and information as if he were a director and shareholder of the Company and that such person shall be invited and entitled to attend as an observer (but not as a director, shadow director, officer or shareholder) at all board, management and shareholder meetings.

9.7 The Sellers shall indemnify and shall keep indemnified the Buyer and the Buyer's Group at all times following Completion against all claims and losses which accrue directly from any breach of Clause 9.1(d) (to the extent such losses are not compensated for in the Completion Accounts).

10. Seller Undertakings

10.1 The Sellers severally undertake and warrant that:

(a) each Seller is not in the United States or a U.S. Person and is not acquiring the Consideration Shares for the account or benefit of a Person in the United States or a U.S. Person;

(b) each Seller is not acquiring the Consideration Shares as a result of any form of "directed selling efforts" within the meaning of Rule 902(c) of Regulation S under the U.S. Securities Act;

(c) each Seller is not receiving the Consideration Shares from the Buyer with a view to, or for the resale of such Consideration Shares in connection with, the distribution or disposition thereof in violation of the U.S. Securities Act or any applicable state securities laws;

(d) each Seller will not offer or sell, directly or indirectly, any of the Consideration Shares unless such securities are registered under the U.S. Securities Act and qualified under applicable state securities laws or unless exemptions therefrom are available;

(e) each Seller has sought its own counsel and acknowledges that it understands any resale restrictions under Regulation S and Rule 144 under the U.S. Securities Act applicable to the Consideration Shares; and

(f) no "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of the U.S. Securities Act (a "Disqualification Event") is applicable to any of the Sellers or, to each Seller's knowledge, with respect to each Seller, any Person listed in the first paragraph of Rule 506(d)(1), except for a Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3), is applicable.

10.2 The Sellers acknowledge that the Buyer is required to refuse to register any transfer of such shares not made pursuant Regulation S, pursuant to an effective registration under the U.S. Securities Act and qualification under applicable state securities laws or pursuant to other available exemptions from registration and qualification.

10.3 Up to and for a period of 12 months after Completion, each Seller shall use its reasonable endeavours to assist the Buyer with the Restructuring.

11. Exchange and Completion

11.1 On the date of this Agreement, the Buyer shall procure that a member of the Buyer's Group shall, and the Sellers shall procure that the Subsidiary shall, enter into the Tribute Agreement and the Mining Contract and deliver duly executed copies to each other.

11.2 Unless this Agreement is previously terminated in accordance with its terms, Completion shall take place on the third Business Day following satisfaction or waiver in accordance with Clause 3 of the Conditions at such time and place as may be agreed between the parties.

11.3 At Completion the Sellers shall:

(a) deliver or cause to be delivered the documents and evidence set out in Part 1 of Schedule 3;

(b) procure a board meeting of each Group Company is held at which the matters identified in Part 2 of Schedule 3 are carried out;

(c) procure that the share register of the Company be amended to record the transfer of all the Shares from the Sellers to the Buyer and deliver to the Buyer a copy of the updated share register, duly certified as a true copy by the secretary of the Company;

(d) procure that the secretary of the Company shall update the register of directors to reflect the appointment of the Buyer's nominees to the board of directors of the Company and the resignations of Francis Johnstone and Xiangwei Weng from the board of directors of the Company in each case in accordance with the Mauritius Companies Act of 2001 and the Constitution, complete the necessary filings at the local authorities and deliver to the Buyer a true certified copy of the updated register of directors;

(e) procure that the secretary of the Subsidiary shall update the register of directors to reflect the appointment of the Buyer's nominees to the board of directors of the Subsidiary and the resignations of Edgar Taurai Nyamupingidza, Francis Johnstone and Xiangwei Weng from the board of directors of the Subsidiary, together with the appointment of such person as notified by the Buyer to the Sellers in writing as the secretary of the Subsidiary, complete the necessary filings at the local authorities and deliver to the Buyer a true certified copy of the updated register of directors and updated register of company secretary;

(f) procure that the secretary of Odzi shall update the register of directors to reflect the appointment of the Buyer's nominees to the board of directors of Odzi, complete the necessary filings at the local authorities and deliver to the Buyer a true certified copy of the updated register of directors; and

(g) deliver any other document referred to in this Agreement as being required to be delivered by them at Completion.

11.4 At Completion the Buyer shall:

(a) allot and issue the Initial Consideration Shares to the Sellers in the amounts set out in column 3 of Schedule 1;

(b) if a Share Adjustment Notice has been received by the Buyer and the Company before or on Completion, allot and issue the Escrow Consideration Shares to Toziyana Resources Limited and Infinite Treasure Limited in the amounts specified in the Share Adjustment Notice; and

(c) provided he has satisfied the due diligence checks required by the Buyer's AIM nominated adviser and the AIM Rules, appoint Victor Robinson Gapare as a director of the Buyer.

11.5 If for any reason the provisions of Clause 11.3 are not fully complied with by 5 p.m. (Greenwich Mean Time) on the date on which Completion is due to take place, the Buyer may elect (in addition and without prejudice to all other rights and remedies available to it) to:

(a) proceed to Completion; or

(b) defer Completion until such time within 5 Business Days as the Buyer shall specify (and this provision of this Clause shall apply to Completion as so deferred); or

(c) terminate this Agreement in which case the provisions of Clause 14 shall apply.

11.6 If for any reason the provisions of Clause 11.4 are not fully complied with by 5 p.m. (Greenwich Mean Time) on the date on which Completion is due to take place, the Sellers may elect (in addition and without prejudice to all other rights and remedies available to them) to:

(a) proceed to Completion; or

(b) defer Completion until such time within 5 Business Days as the Sellers shall specify (and this provision of this Clause shall apply to Completion as so deferred); or

11.7 terminate this Agreement in which case the provisions of Clause 14 shall apply.

11.8 The Sellers shall provide reasonable assistance and such documentation as the Buyer may reasonably require to the Buyer to enable the Buyer to make a notification of change in control filing with the Mauritius Financial Services Commission together with the filing of a certified copy of an updated register of members and resolutions approving the change in control of the Company shall be filed to the Mauritius Registrar of Companies, in each case, as soon as reasonably practicable and, in any event within 8 Business Days of Completion.

12. Loan Accounts

The Sellers shall procure that on Completion:

12.1 all indebtedness due from any Seller or any person connected with any Seller to the Company or any Group Company is satisfied in full; and

12.2 the Company and each Group Company is irrevocably and unconditionally released from all guarantees given by it other than a guarantee in respect only of the liabilities of another Group Company.

13. Confidentiality

13.1 In this Clause:

Confidential Information means all information received or obtained by a party as a result of or for the purpose of entering into or performing this Agreement and which relates to:

(a) the negotiations concerning this Agreement;

(b) the provisions of this Agreement;

(c) the subject matter of this Agreement; or

(d) another party to this Agreement.

13.2 Save as provided by Clause 13.3 each party shall, and shall procure that any person connected with it and its officers and employees shall, keep confidential and not disclose to any person any Confidential Information.

13.3 A party may disclose or permit the disclosure of Confidential Information:

(a) to its directors, officers, employees, legal or other professional advisers, to the extent necessary to enable it or them to perform or cause to be performed or to enforce any of its rights or their obligations under this Agreement;

(b) (in the case of the Buyer only) to any bona fide prospective assignee permitted under Clause 16 (provided that such assignee undertakes to be bound by confidentiality obligations equivalent to those contained in this Clause);

(c) when required to do so by law or by or pursuant to the rules or any order of any court, tribunal or agency of competent jurisdiction;

(d) to the extent that the Confidential Information has become publicly available or generally known to the public at the time of such disclosure otherwise than as a result of a breach of this Clause;

(e) if such disclosure is expressly permitted by some other provision of this Agreement or if the other parties has or have given prior written approval to the disclosure; or

(f) when required by any securities exchange, regulatory or governmental body having jurisdiction over the party seeking to make disclosure including the Financial Conduct Authority or the London Stock Exchange whether or not the requirement for disclosure has the force of law.

13.4 In the case of any proposed disclosure pursuant to Clause 13.3(c), information may only be disclosed after such consultation with (in the case of a proposed disclosure by the Buyer) the Sellers or (in the case of a proposed disclosure by the Sellers) the Buyer as shall be reasonably practicable in the circumstances.

13.5 The obligations in this Clause shall continue to apply after Completion or termination of this Agreement without limit in time.

13.6 The provisions of this Clause 13 shall not apply with respect to the Feasibility Study or any information contained therein, to the extent that they are required to be publicly filed on SEDAR.

14. Termination

14.1 If between the date of this Agreement and Completion the Buyer becomes aware that:

(a) either:

(i) the Sellers were in material breach of any of the Warranties as at the date of this Agreement; or

(ii) any matter or circumstance has occurred which would render any of the Warranties untrue, inaccurate or misleading in any material respect when repeated at Completion,

and the Sellers do not remedy the relevant fact, matter or circumstance in accordance with Clause 7.3;

(b) the Sellers are in material breach of Clause 9;

(c) any licence or mining claim that affects the business of the Group has been terminated or amended in any materially adverse respect;

(d) any government or other governmental authority has:

(i) commenced any proceedings or investigation for the purpose of prohibiting or otherwise challenging the transactions contemplated by this Agreement; or

(ii) enacted any legislation (including any subordinate legislation) or order, or imposed any condition which would prohibit, materially restrict or materially delay the implementation of the transactions contemplated by this Agreement; or

(e) any Material Adverse Change has occurred in respect of the Group,

the Buyer shall be entitled to terminate this Agreement by notice in writing to the Sellers in which case the provisions of Clause 14.2 shall apply.

14.2 If between the date of this Agreement and Completion the Sellers become aware that:

(a) either:

(i) the Buyer is in material breach of any of the Buyer Warranties as at the date of this Agreement; or

(ii) any matter or circumstance has occurred which would render any of the Buyer Warranties untrue inaccurate or misleading if repeated at Completion by reference to the circumstances then subsisting,

and the Buyer does not remedy the relevant fact, matter or circumstance within 10 Business Days of receiving notice from the Sellers;

(b) there has been a related party transaction relating to the Buyer's Group within the meaning of rule 13 of the AIM Rules;

(c) excluding the transaction the subject of this Agreement, the Buyer makes an acquisition or series of acquisitions which, individually or jointly, constitute a substantial transaction within the meaning of rule 12 of the AIM Rules;

(d) the admission of the depositary interests representing the Common Shares to trading on AIM is cancelled;

(e) the Common Shares or depository interests or receipts representing the Common Shares are admitted to trading to any market other than AIM, the NYSE American or the VFEX;

(f) save for the issue and allotment of the Consideration Shares, the issue of Common Shares or securities representing Common Shares pursuant to awards made under the Buyer's Omnibus Equity Incentive Compensation Plan and the grant of options exercisable over 10,000 Common Shares, the Buyer issues or grants rights to subscribe for or convert any security into more than 128,331 Common Shares without offering the Sellers a similar right to participate in such subscription or conversion;

(g) more than three directors join or leave the Board other than where directors stand down and offer themselves for re-election at an annual general meeting of the Buyer and are re-elected;

(h) the Buyer or any member of the Buyer's Group cease to have good title to or disposes of any interest it holds in the Blanket Mine; or

(i) any member of the Buyer's Group becomes subject to any litigation where the potential liability to the Buyer's Group exceeds US$1,000,000; or

(j) there otherwise occurs a Material Adverse Change in respect of the Buyer,

any of the Sellers shall be entitled to terminate this Agreement by notice in writing to the Buyer in which case the provisions of Clause 14.3 shall apply.

14.3 If this Agreement is terminated under Clause 3.6, 11.5, 14.1, or 14.2 the parties shall have no further liability or obligation under this Agreement except in respect of:

(a) Claims which arose before termination or gave rise to termination; and

(b) those provisions of this Agreement which are expressed to survive termination of this Agreement and the relevant provisions of Clauses 15 to 26 (inclusive).

14.4 If between the date of this Agreement and Completion the Buyer becomes aware of any matter or circumstance which would entitle it to terminate this Agreement pursuant to Clause 14.1 and it elects to proceed to Completion notwithstanding such matter or circumstance, the Buyer shall not have a Claim against any Seller under this Agreement in respect of that matter or circumstance.

15. Remedies and Waiver

15.1 No breach by any party of any provision of this Agreement shall be waived or discharged except with the express written consent of the other parties.

15.2 Save as expressly set out in this Agreement, no failure or delay by the Buyer or Sellers in exercising any right, power or privilege under this Agreement shall operate as a waiver of that right, power or privilege and no single or partial exercise by the Buyer or Sellers of any right, power or privilege shall preclude any further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

15.3 The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law or otherwise.

15.4 No party shall be entitled to rescind this Agreement or treat this Agreement as rescinded and, according, each party waives all and any rights to rescind this Agreement it may have in respect of such matter (howsoever arising or deemed to arise), other than any such rights arising in respect of fraud of the other party.

16. Successors and Assigns

16.1 This Agreement shall be binding upon each party's successors and personal representatives (as the case may be).

16.2 The Buyer shall be entitled to assign or otherwise transfer its rights and benefits under this Agreement or any document entered into pursuant to this Agreement without consent to any member of the Buyer's Group, provided that if the assignee ceases to be a member of the Buyer's Group it must immediately assign all of its rights and benefits under this Agreement and any document entered into pursuant to this Agreement back to the Buyer. Subject thereto, none of the rights of the parties under this Agreement may be assigned or transferred.

16.3 The Buyer shall be entitled to charge and/or assign the benefit of its rights under this agreement to a bank or financial institution by way of security and may grant an Encumbrance or security interest to any such bank or other financial institution.

17. Non-Merger on Completion

This Agreement shall notwithstanding Completion remain in full force and effect as regards any of the provisions remaining to be performed or carried into effect and (without prejudice to the generality of the foregoing) in respect of all undertakings and Warranties.

18. Illegality and Unenforceability

If any term or provision in this Agreement shall in whole or part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

19. No Partnership/Agency

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or, unless expressly stated, to authorise any party to act as agent for any other, and no party shall have authority to act in the name or on behalf of or otherwise to bind any other in any way.

20. Further Assurance

The Sellers shall at any time after the date hereof, at the request of the Buyer, execute all such documents and do all such acts and things as the Buyer may require for the purpose of vesting the Shares in the Buyer (or as it in writing directs) and giving to the Buyer the full benefit of all the provisions of this Agreement.

21. Variations

No variations of this Agreement shall be effective unless made in writing and signed by or on behalf of each of the parties to this Agreement.

22. Announcements

22.1 Save as provided in Clause 22.2, a party shall not make (and shall procure that no person connected with it nor any of its directors, officers or employees shall make) any public announcement in connection with this Agreement or any matter arising therefrom without the prior written approval of the other party, such approval not to be unreasonably withheld or delayed.

22.2 A party may make a public announcement in relation to the subject matter of this Agreement if required by:

(a) law or by or pursuant to the rules or any order of any court, tribunal or agency of competent jurisdiction; or

(b) any securities exchange, regulatory or governmental body having jurisdiction over it including the Financial Conduct Authority or the London Stock Exchange or the Panel on Takeovers and Mergers.

22.3 Where any such announcement is required to be as permitted by Clause 22.2, the party wishing to make such announcement shall, to the extent it is legal and practicable to do so, consult with the other parties as to the timing and content of such announcement.

22.4 The obligations in this Clause 22 shall continue to apply after Completion or termination of this Agreement without limit in time.

23. Notices

23.1 Any notice to be given under this Agreement shall be given in writing signed by or on behalf of the party giving it.

23.2 Any such notice may only be served:

(a) personally by giving it to an individual who is party or to any director or the secretary of any company which is a party;

(b) by leaving it at or sending it by prepaid first class post (or by airmail if overseas) to the address of the party to be served which is referred to for that purpose in this Agreement or if another address elsewhere shall have been notified by that party to all the other parties for the purposes of this Clause by notice given in accordance with this Clause 23.2(b) then to the address of such party which shall have been so notified, for which purpose the latest notification shall supersede all previous notifications; or

(c) by e-mail (in which case it shall be deemed to have been signed by or on behalf of the party giving it) to the e-mail address for the party to whom it is being sent.

23.2 Notices shall be deemed served as follows:

(a) in the case of personal service, at the time of such service;

(b) in the case of leaving the notice at the relevant address, at the time of leaving it there;

(c) in the case of service by post, on the second Business Day following the day on which it was posted and in the case of air mail on the sixth Business Day (or in the case of a recipient in Zimbabwe, the fifteenth Business Day) after posting and in proving such service it shall be sufficient to prove that the notice was properly addressed, stamped and posted in the United Kingdom; or

(d) in the case of service by e-mail, on the Business Day following the day on which it was transmitted and in proving such service it shall be sufficient to prove that the e-mail address was correct and that there was no evidence that such transmission has been interrupted.

24. Costs and Expenses

Each party will pay its own costs and expenses in relation to the negotiation, preparation, execution and carrying into effect of this Agreement.

25. Payments under this Agreement

25.1 Save as expressly provided otherwise, all payments to be made by the Sellers under this Agreement shall be made free from any right of counterclaim or set off and without deduction or withholding other than any deduction or withholding required by law. If the Sellers make a deduction or withholding required by law from a payment under this Agreement:

(a) the sum due shall be increased to the extent necessary to ensure that, after the making of any deduction or withholding, the Buyer receives and retains a sum equal to that sum it would have received had no deduction or withholding been made;

(b) the Sellers shall account to the relevant Taxation Authority for the amount deducted or withheld; and

(c) the Sellers shall give the Buyer a certificate or official receipt of the amount for which they accounted to the relevant Taxation Authority.

If any payment to the Buyer under this Agreement is subject to Tax (or would be subject to Tax if there were sufficient profits), the Sellers shall pay to the Buyer an amount (after taking into account Tax payable in respect of that amount) that will ensure that the Buyer receives and retains a sum (after Tax) equal to the sum it would have received had the payment not been subject to Tax.

25.2 Subject to Clause 25.3, where a sum is required to be paid under this Agreement but is not paid before or on the date the parties agreed, the party in default shall also pay interest at the rate of 2% per annum above the base lending rate for the time being of the Bank of England on that sum for the period beginning with that date and ending with the date the sum is paid. Interest shall accrue on a daily basis and be compounded quarterly. This Clause 25.2 is without prejudice to any claim for interest under the law.

25.3 In the event of interest becoming payable pursuant to Clause 25.2 and under the Net Smelter Royalty Agreement, Clause 25.2 shall not apply and interest shall only be payable in accordance with the terms of the Net Smelter Royalty Agreement.

26. Inadequacy of Damages

Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of the terms of Clause 5, Clause 8 or Clause 13 by a party. Accordingly, a party may be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of Clause 5, Clause 8 or Clause 13 of this Agreement.

27. Whole Agreement

27.1 This Agreement, together with the agreements entered into pursuant to this Agreement, constitutes the entire and the only legally binding agreement between the parties and supersedes all previous agreements between the parties.

27.2 Each of the parties acknowledges that in agreeing to enter into this Agreement it has not relied upon any representation, warranty, collateral contract or other assurance (except those set out in this Agreement) made by or on behalf of any other party before the signature of this Agreement. Each of the parties waives all rights and remedies which, but for this Clause, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance provided that nothing in this Clause shall operate to limit or exclude liability for fraudulent misrepresentation or the tort of deceit on the part of any of the parties.

28. Counterparts

This Agreement may be executed as two or more documents in the same form and execution by all of the parties of at least one of such documents will constitute due execution of this Agreement. All counterparts when executed and delivered will be an original, but all counterparts will together constitute one and the same agreement.

29. Rights of Third Parties

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and unless specifically herein provided no person other than the parties to this Agreement shall have any rights under it nor shall it be enforceable by any person other than the parties to it, whether pursuant to the above Act or otherwise howsoever.

30. Governing Law and Jurisdiction

30.1 Any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

30.2 Any dispute arising out of or in connection with:

(a) this Agreement, including any question regarding its existence, validity or termination; or

(b) the Consideration Shares (whether under this Agreement, the Articles of Association of the Buyer or otherwise),

shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this clause, and:

(c) the number of arbitrators shall be one;

(d) the seat, or legal place, of arbitration shall be London, United Kingdom; and

(e) the language to be used in the arbitral proceedings shall be English.

30.3 Baker Steel and the Buyer (on behalf of itself and the Subsidiary) agree that the provisions in Clauses 1.3 and 3.6 of the Net Smelter Royalty Agreement shall not apply to any dispute over a Quarterly Royalty payment (as defined in the Net Smelter Agreement) which has been reduced or terminated pursuant to Clause 6.17(d)(ii), which shall be considered final (and non-contestable) save where disputed in accordance with the terms of this Agreement.

30.4 Each of the Sellers hereby appoint Gravitas Nominees Limited of 5th Floor, One New Change, London EC4M 9AF, as its agent for service of process, or such other agent(s) with offices in England as the Sellers or any of them may notify to the Buyer for the purpose. Each of the Sellers shall procure that, so long as it is under any liability contingent or otherwise to the Buyer under or in connection with this Agreement, there shall be in force such an appointment as aforesaid and, failing such appointment by any of them within 30 days after demand by the Buyer, the Buyer shall be entitled to appoint at the Sellers' expense any person of the Buyer's choice to act as such agent.

30.5 The Sellers irrevocably consent to any process in any legal action or proceedings in connection with this Agreement being served on it in accordance with the provisions of this Agreement relating to service of notices of claims. Nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law.

AS WITNESS the hands of the parties hereto or their duly authorised representatives the day and year first before written.

SCHEDULE 1
Sellers' Shareholdings and Consideration Split

(1) Name and address of Sellers	(2) Shares held in Company as at the date of this Agreement	(3) No of Initial Consideration Shares to be allotted on Completion	(4) No of Deferred Consideration Shares to be allotted (subject to adjustment)	(5) Total Consideration Shares (subject to adjustment)	(6) Apportionment of Claims and Consideration adjustment[1]
Toziyana Resources Limited of c/o Maitland (Mauritius) Limited, Suite 420, 4th Floor Barkly Wharf, Le Caudan Waterfront, Port-Louis, Mauritius	1,114,474	2,279,074	121,112	2,422,241[2]	50.23%
Infinite Treasure Limited of P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands	568,151	1,386,723	95,040	1,459,708[3]	25.61%

[1] Subject to any adjustment in accordance with Clause 4.16.
[2] Subject to increase up to 2,863,336 if all of the Escrow Consideration Shares are to allotted and issued to Toziyana Resources Limited pursuant to a Share Adjustment Notice.
[3] Subject to increase up to 1,900,803 if all of the Escrow Consideration Shares are to allotted and issued to Infinite Treasure Limited pursuant to a Share Adjustment Notice.

Baker Steel Resources Trust Limited of Arnold House, St Julian's Avenue, St Peter Port, Guernsey, Channel Islands (whose Shares are registered in the name of HSBC Nominees Limited as nominee)	535,943	760,000	40,000	800,000	24.16%
Escrow Consideration Shares				441,095[4]	
TOTAL	**2,218,568**	**4,425,797**	**256,152**	**5,123,044**	**100%**

[4] To be allotted and issued to Toziyana Resources Limited and/or Infinite Treasure Limited (up to an aggregate total of 441,095 Consideration Shares) in accordance with the terms of a Share Adjustment Notice.

SCHEDULE 2

Part 1
Particulars of the Company

Registered Number:	Bilboes Gold Limited
Place and Date of Incorporation:	Mauritius on 13 March 2008
Issued Share Capital:	2,218,568 ordinary shares of US$1.00 each.
Registered office:	Maitland (Mauritius) Limited, Suite 510, 4th floor, Barkly Wharf, Le Caudan Waterfront, Port Louis, Mauritius
Directors:	Victor Robinson Gapare, Francis Johnstone, Udayesing Bheergoonath, Ashvin Duljeet, Xiangwei Weng
Secretary:	Maitland (Mauritius) Limited
Accounting Reference Date:	31 December
Auditors:	BDO Mauritius

Part 2
Particulars of the Subsidiary

Name:	Bilboes (Holdings) Private Limited
Registered Number:	113/82
Place and Date of Incorporation:	Harare (Zimbabwe), 10 February 1982
Issued Share Capital:	1,572,387 ordinary shares of US$0.01 each; 29,655 preference shares of US$0.01 each
Registered office:	3 Cecil Rhodes Drive, Newlands, Harare, Zimbabwe
Directors:	Edgar Taurai Nyamupingidza, Francis Johnstone, Jean Maguranyanga (Alternate for Victor Gapare), Victor Robinson Gapare, Enock Simbarashe Chimedza, Xiangwei Weng
Secretary:	Darlington Mabvoro
Accounting Reference Date:	31 December
Auditors:	BDO Zimbabwe
Shareholders:	Bilboes Gold Limited

Particulars of Odzi

Name:	Odzi Resources Zimbabwe (Private) Limited
Registered Number:	5993/2014
Place and Date of Incorporation:	Harare, Zimbabwe, 18 July 2014
Issued Share Capital:	2 Ordinary shares
Registered office:	3 Cecil Rhodes Drive, Newlands, Harare, Zimbabwe
Directors:	Victor Gapare
	Enock Simbarashe Chimedza
	Jones Bishi
Secretary:	Darlington Mabvoro
Accounting Reference Date:	31 December
Auditors:	N/A
Shareholders:	Bilboes Holdings (Private) Limited

SCHEDULE 3

Part 1
Completion

At Completion, the Sellers shall deliver or cause to be delivered to the Buyer the following documents:

1. written dated share transfer forms in the form required under Mauritian law for all the Shares, duly executed by the registered holders in favour of the Buyer or its nominee(s);

2. to the extent any share certificate(s) representing the Shares were issued, the share certificate(s) representing the Shares in the names of the registered holders (or, in the case of any share certificate found to be missing, an indemnity in respect of the same in a form reasonably acceptable to the Buyer); and to the extent that share certificates were not issued in respect of any of the Shares, a certified copy of the register of members of the Company, evidencing ownership of the Shares;

3. the original of any power of attorney under which any document to be delivered to the Buyer under paragraph 1 has been executed;

4. certified true copies of the statutory registers and minute books of the Company written up to the time of Completion (comprising the constitution; minutes and resolutions of directors/shareholders within the last 7 years; names and addresses of current directors; share registers), the common seal if any, certificate of incorporation and any certificates of incorporation on change of name together with written confirmation that the same are kept at the registered office of the Company;

5. the statutory registers and minute books of the other Group Companies written up to the time of Completion, the common seal if any, certificate of incorporation and any certificates of incorporation on change of name;

6. a certified copy of the minutes of the board meetings held pursuant to Part 2 of this Schedule 3;

7. a statement from the Group's bank(s) giving the balance of each account held at the close of business two Business Days before Completion and bank reconciliation statements from the date of the bank statements to the date of Completion;

8. the originals of all title deeds including lease agreements and all registration and inspection certificates relating to the Project;

9. letters of resignation from Francis Johnstone and Xiangwei Weng as Directors, Edgar Taurai Nyamupingidza, Francis Johnstone and Xiangwei Weng as directors of the Subsidiary and from the secretary of the Subsidiary, in each case acknowledging under seal that he has no claim against the relevant Group Company whether for loss of office or otherwise;

10. a duly executed ordinary resolution of the shareholders of the Company resolving to appoint those persons nominated by the Buyer in writing to the Company on the board of directors of the Company in accordance with the Mauritius Companies Act 2001;

11. written confirmation from the secretary of the Company that there is no entry in the register of pledges of the Company and no Encumbrance has been created over the shares issued by the Company or the assets owned by the Company;

12. the Company's cheque books in current use;

13. such waivers or consents as the Buyer has prior to Completion specified to enable the Buyer or its nominee to be registered as the holder of the Shares (including a special resolution passed by the shareholders of the Company waiving all pre- emption rights under the Company's articles of association);

14. powers of attorney in a form reasonably acceptable to the Buyer in relation to the exercise of rights attaching to the Shares following Completion;

15. a certificate of current standing issued by the Registrar of Companies of Mauritius with respect to the Company, dated not earlier than seven days before the date of Completion, in form satisfactory to the Buyer (acting reasonably);

16. a duly executed deed of termination in respect of the shareholders' agreement relating to the Company dated 14 January 2013;

17. the duly executed Net Smelter Royalty Agreement;

18. the Relationship Agreement, duly executed by Toziyana Resources Limited and Victor Robinson Gapare;

19. the executive letter of appointment and service contract in each case between the Buyer (or a member of the Buyer's Group) and Victor Robinson Gapare in the Agreed Form duly executed by Victor Robinson Gapare;

20. evidence in a form satisfactory to the Buyer of the termination of the tribute agreement referred to in the Odzi Sale Agreement in accordance with the terms of the Odzi Sale Agreement;

21. certified copies of the board resolutions of each Seller approving the transactions contemplated by this Agreement and authorising each Seller to enter into this Agreement and any other agreement to be entered into by them pursuant to, or in connection with, this Agreement; and

22. a certified copy of a resolution of the shareholders of the Company, waiving all pre-emption rights and other rights of first refusal in relation to any of the Shares, whether under the constitution of the Company or otherwise.

Part 2

Matters for Board Meetings at Completion

1. The Company

The Sellers shall cause a board meeting of the Company to be held at Completion at which the following shall take place:

1.1 A resolution to approve and register the transfer of the Shares shall be passed, (subject to the transfers being stamped, if applicable).

1.2 Cancel the original share certificate(s) of the Seller (if any) and issue new share certificate(s) in respect of the Shares to the Buyer.

1.3 Francis Johnstone and Xiangwei Weng shall resign from their offices as directors of the Company with effect from the end of the relevant board meeting.

1.4 Such person(s) as may be notified by the Buyer to the Sellers in writing no later than 2 Business Days before Completion shall be appointed as a director of the Company.

1.5 All the existing bank mandates shall be revoked and/or replaced with new mandates in the form that the Buyer requires.

1.6 The address of the registered office of the Company shall (if required) be changed to the address required by the Buyer.

1.7 The accounting reference date of the Company shall (if required) be changed to the date required by the Buyer.

1.8 Authorise the secretary of the Company to make all necessary filings and notifications to the authorities in Mauritius and to update the register of directors and the share register of the Company evidencing the Buyer as the owner of the Shares.

2. Subsidiary

The Sellers shall cause a board meeting of the Subsidiary to be held at which the following shall take place:

2.1 Edgar Taurai Nyamupingidza, Francis Johnstone and Xiangwei Weng and the secretary shall resign from their offices as directors of the Subsidiary with effect from the end of the relevant board meeting.

2.2 Such person(s) as may be notified by the Buyer to the Sellers in writing no later than 2 Business Days before Completion shall be appointed as a director of the Subsidiary and/or secretary of the Subsidiary as applicable.

2.3 A resolution to approve and authorise the entry into the Net Smelter Royalty Agreement.

2.4 All the existing bank mandates shall be revoked and/or replaced with new mandates in the form that the Buyer requires.

2.5 The address of the registered office of the Subsidiary shall (if required) be changed to the address required by the Buyer.

2.6 The accounting reference date of the company shall (if required) be changed to the date required by the Buyer.

3. **Odzi**

The Sellers shall cause a board meeting of Odzi to be held at which the following shall take place:

3.1 Such person(s) as may be notified by the Buyer to the Sellers in writing no later than 2 Business Days before Completion shall be appointed as a director of Odzi and/or secretary of Odzi (as applicable).

3.2 All the existing bank mandates shall be revoked and/or replaced with new mandates in the form that the Buyer requires.

3.3 The address of the registered office of Odzi shall (if required) be changed to the address required by the Buyer.

3.4 The accounting reference date of Odzi shall (if required) be changed to the date required by the Buyer.

SCHEDULE 4

Conduct Until Completion

1. The Sellers shall procure that neither the Company nor any Group Company shall, without the prior written consent of the Buyer or in accordance with the terms of the Tribute Agreement and/ or the Mining Contract, prior to Completion:

   (a) undertake any business which is new to it in nature;

   (b) undertake any material transaction;

   (c) make any commitment in the name or on behalf of the Buyer;

   (d) in any material way change the remuneration or terms of employment of any director, employee or secretary of the relevant Group Company or dismiss any director or secretary of a Group Company or any Group Company employee;

   (e) enter into any agreements or exercise any options for the acquisition of any land or interest in land or enter into any agreement for the sale of any land or interest in land;

   (f) grant any lease or third party right of any of the Leased Properties or transfer or otherwise dispose of any of the Leased Properties;

   (g) make any commitment (or series of commitments) involving capital expenditure of more than US$5,000 per calendar month by the relevant Group Company;

   (h) other than Encumbrances arising by operation of law, create any Encumbrance over any of the property or assets of the relevant Group Company nor repay in whole or in part any loan in advance of its repayment date;

   (i) modify any of the rights attached to any shares in the relevant Group Company or create or issue any shares or grant or agree to grant any option over any shares or uncalled capital of the relevant Group Company or issue any securities convertible into shares;

   (j) capitalise or repay any amount standing to the credit or any reserve of the relevant Group Company or redeem or purchase any shares or undertake any other reorganisation of the share capital of the relevant Group Company;

(k) admit any person (other than a party to this Agreement) whether by subscription or transfer or transmission as a member of the relevant Group Company;

(l) sell or dispose of any part of the undertaking or any material assets of the relevant Group Company;

(m) declare or pay any dividend or other distribution;

(n) alter the constitution of the relevant Group Company;

(o) give any guarantee or indemnity other than by virtue of any general terms of trade in the ordinary course of its business;

(p) acquire any shares of any other company or participate in any partnership or joint venture;

(q) other than in the ordinary course of business, borrow any money (other than daily fluctuations within agreed overdraft limits) or incur any other indebtedness;

(r) appoint any person as a director of the relevant Group Company or engage any person as a consultant to the relevant Group Company;

(s) pass any resolution in general meeting;

(t) enter into or amend any contract or commitment which is not capable of being terminated without compensation at any time with three months' notice or less or which involves or may involve total annual expenditure in excess of US$5,000;

(u) other than in the ordinary course of business, take steps to procure payment of any debt or generally in advance of the date on which book and other debts are usually payable in accordance with the standard terms of business of the relevant Group Company or (if different) the period extended to any particular debtor in which to make payment;

(v) other than in the ordinary course of business, delay making payment to any trade creditor generally beyond the date on which payment of the relevant trade debt should be paid in accordance with the credit period authorised by the relevant creditors (or (if different) the period extended by creditors in which to make the payment); or

(w) amend any insurance contract, fail to notify any insurance claim in accordance with the provisions of the relevant policy or settle any such claim below the amount claimed.

2. None of the Sellers shall before Completion:

(a) dispose of any interest in the Shares or any of them or grant any option or right of pre-emption over, or mortgage, charge or otherwise encumber the Shares or any of them; or

(b) permit any Group Company to pass any resolution in general meeting.

SCHEDULE 5

Warranties

1. Capacity and Title

1.1 Each Seller is the legal and beneficial owner of the Shares set out alongside its name in Schedule 1.

1.2 Each Seller has the full power and authority to enter into and perform all of its obligations under this Agreement and each document to be executed by it pursuant to or in connection with this Agreement.

1.3 The signing of, and the performance by each Seller of its obligations pursuant to, this Agreement (and any agreements to be entered into pursuant to this Agreement) will not be a:

(a) breach of any material contract or agreement to which any relevant Seller is a party;

(b) breach of any material order, judgment, ordinance or regulation imposed by any regulatory body or court having jurisdiction over any of the Seller; or

(c) breach of any material Applicable Law.

1.4 No material consent, authorisation, licence or approval of or notice to any Group Company's shareholders or any governmental, administrative, judicial or regulatory body, authority or organisation or other third party is required to authorise the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement which has not been obtained or provided.

2. Constitutional Documents and Returns

2.1 The copies of the constitutional documents of each Group Company attached to the Disclosure Letter are accurate and complete in all respects.

2.2 The register of members and other statutory books and registers of each Group Company have been properly kept and no notice or allegation that any of them is incorrect or should be rectified has been received.

2.3 All returns, particulars and resolutions to be delivered on behalf of the Group to the Registrar of Companies in Mauritius and the Zimbabwe Companies Registry and have been duly filed in accordance with applicable law.

2.4 All appropriate filings have been or shall be duly made to the relevant authorities in Mauritius in respect of the Company, in particular:

(a) all annual tax returns have been filed as at the date of this Agreement or shall be filed as at the Completion Date to the Mauritius Revenue Authority; and

(b) all audited financial statements have been filed as at the date of this Agreement or shall be filed as at the Completion Date to the Mauritius Financial Services Commission.

2.5 All appropriate filings have been or shall be duly made to the relevant authorities in Zimbabwe in respect of the Subsidiary, in particular:

(a) all annual tax returns have been filed as at the date of this Agreement or shall be filed as at the Completion Date to the Zimbabwe Revenue Authority; and

(b) all required annual financial statements have been filed as at the date of this Agreement or shall be filed as at the Completion Date to the Zimbabwe Revenue Authority.

3. Corporate Information

3.1 The Shares constitute the whole of the issued and allotted share capital of the Company and are all fully paid or credited as fully paid.

3.2 There is no Encumbrance or any form of agreement on, over or affecting the Shares set out alongside the Seller's name in Schedule 1 or any uncalled or unissued share capital, debentures or other securities of the Company.

3.3 No person has the right (whether exercisable now or in the future and whether contingent or not) to call for the allotment, conversion, issue, sale or transfer of any share or loan capital or any other security of any kind giving rise to a right over the capital of the Company.

3.4 Odzi is the only subsidiary or subsidiary undertaking of the Company.

3.5 The Company is the legal and beneficial owner of the whole of the issued share capital of the Subsidiary and Odzi, free from all Encumbrances and with all present and future rights attaching to them. The issued share capital of the Subsidiary and Odzi is fully paid or properly credited as fully paid.

3.6 There is no Encumbrance or any form of agreement on, over or affecting any of the issued, unissued or uncalled share capital of the Subsidiary or Odzi.

3.7 No person has the right (whether exercisable now or in the future and whether contingent or not) to call for the allotment, conversion, issue, sale or transfer of any share or loan capital or any other security of any kind giving rise to a right over the capital of the Subsidiary or Odzi save under the Odzi Sale Agreement.

3.8 There are no rights of pre-emption over or restrictions relating to the transfer of the Shares which apply on the sale of the Shares to the Buyer.

4. Group Companies

4.1 Each Group Company is a company duly incorporated and existing under the laws of its respective jurisdiction, as set out in Schedule 2, is in good standing and has the power and capacity to own its assets and to carry on its business.

4.2 The information on each Group Company set out in Schedule 2 is true and accurate and not misleading.

5. Compliance with legal requirements and Permits

5.1 Each Group Company has all material leases, tenancies, licences, concessions, permits, authorisations, consents or similar agreements or permissions required by such Group Company to carry on its business in connection with the Mining Claims and the Project, including the Permits (together the "**Material Licences**").

5.2 All material details of the Permits are set out in the Disclosure Letter.

5.3 Without prejudice to the generality of paragraph 5.1 above:

(a) the Material Licences are valid and subsisting, the title to each Material Licence and all interest therein is owned by a Group Company free from all Encumbrances;

(b) all of the relevant original documents of title in relation to the Material Licences are in the possession or under the control of or accessible by the relevant Group Company and are validly executed by such Group

Companyand the relevant granting authority, are enforceable in accordance with their terms and are duly registered with the appropriate authorities;

(c) the relevant Group Company has all necessary rights pursuant to the Material Licences to carry out all the exploration, development or, where relevant, production and exploitation operations carried on or proposed to be carried on by or on behalf of the Group Companies in the areas the subject of the Material Licences;

(d) each Group Company has, or has the benefit of, all necessary rights, easements, interests, covenants (restrictive or positive), conditions, restrictions, exceptions, reservation conditions and other encumbrances necessary in order to enable it to exercise its rights arising from the Material Licences in the manner in which they are currently, or are proposed to be, exercised;

(e) each Group Company has observed all covenants, restrictions, notices and other obligations in respect of the Material Licences, including, without limitation, all reporting and expenditure obligations;

(f) the Sellers are not aware of any proposed material condition or requirement being imposed on any Material Licence that a Group Company does not reasonably expect to be able to satisfy or which could be prejudicial to the Project;

(g) each Material Licence is currently in good standing and all licence fees have been fully paid, no Group Company has received notice of any challenge to, investigation in respect of or threat of forfeiture, revocation, cancellation or non-renewal of any Material Licence and, so far as the Sellers are aware, there are no circumstances which may render any Material Licence liable to forfeiture, revocation, cancellation, challenge or non-renewal; and

(h) all operations carried out by each Group Company on the area the subject of the Material Licences have been in accordance with the terms of the Material Licences and all applicable legislation and regulations and any orders, consents or permissions made or given thereunder.

5.4 All payments due to be made under the Mining Claims have been paid when due.

5.5 All of the claims owned by the Group but not related to the Project are set out in Schedule 11 and are registered in the name of the Group Company specified in Schedule 11.

5.6 No Group Company has been notified of any non-routine investigation or enquiry in respect of its affairs being or having been conducted by any government or regulatory body, and so far as the Seller is aware there has been no such investigation or enquiry in the past three years and there are no circumstances which currently exist and are likely to give rise to any such investigation or enquiry.

5.7 Each Group Company is conducting and has at all times conducted its business in all respects in accordance with all material Applicable Laws.

5.8 There have been no material amendments to any Material Licence to those disclosed to the Buyer.

5.9 No Group Company nor, so far as the Sellers are aware, any officer or affiliate acting for or on behalf of a Group Company, is a person, or is owned or controlled by a person that is the subject of any Sanctions or described or designated in the most current version of any relevant Sanctions List or currently subject to any Sanctions; further, no member of the Group or any of its joint venture partners or subdivisions of such person or entity is currently operating in or from, or organised or resident in, a country or territory that is the subject of country or territory wide Sanctions or listed on any relevant Sanctions List.

5.10 For the past five years, no Group Company has engaged in, and no Group Company is now engaged in, any dealings or transactions with any individual or entity that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any country, region or territory that is the subject or the target of Sanctions.

5.11 Each Group Company has at all times obtained the required approvals under all applicable exchange control regulations and conducted its business in accordance with such approvals and regulations.

6. Accounts and Management Accounts

6.1 The Accounts:

(a) have been properly prepared in accordance with IFRS and practices and all material Applicable Laws as at the Accounts Date; and

(b) give a true and fair view of the assets and liabilities and state of affairs of the Company and its Group as at the Accounts Date and its profit or loss and cash flows for the financial year ended on that date.

6.2 No Group Company had at the Accounts Date any material liability (whether actual, deferred, contingent or disputed) or commitment which, in accordance with generally accepted accounting principles and practices (on the basis on which the Accounts have been prepared), should have been disclosed or provided for in the Accounts and which has not been so disclosed or provided for.

6.3 Proper provision or, as appropriate, disclosure in accordance with generally accepted accounting principles (on the basis on which the Accounts have been prepared) have been made for Taxation payable by the Company and its Group.

6.4 The profits and losses of the Group for the period ended on the Accounts Date have not resulted to a material extent from inconsistencies of accounting practice, the inclusion of non-recurring items of income or expenditure, transactions entered into otherwise than on normal commercial terms or any other factors rendering such profits and losses for all or any of such period abnormally high or low.

6.5 The Management Accounts have been properly prepared in accordance with the same accounting policies as used, and on a basis consistent with the basis used, in the preparation of the Accounts and (having regard to the fact that they are not audited) give a reasonable and not misleading view of the assets and liabilities of the Group as at the date of such Management Accounts and the profits and losses, cash flow and capital expenditure of the Group for the period to which the Management Accounts relate and, save as expressly disclosed therein, there were no unusual, exceptional or extraordinary items affecting such Management Accounts.

7. **Events since the Accounts Date**

7.1 Since the Accounts Date, each Group Company has carried on their respective businesses in the ordinary and usual course and no Group Company has:

(a) allotted or issued or agreed to allot or issue any shares or any securities or granted or agreed to grant any right which confers on the holder any right to acquire any shares or other securities;

(b) declared, paid or made any dividend or other distribution;

(c) repaid, redenominated, redeemed or purchased any of its share capital or loan capital or agreed to do so;

(d) reduced its share capital;

(e) resolved to be voluntarily wound up;

(f) otherwise than in the ordinary course of business made, or agreed to make, any change (including any change by the incorporation, acquisition or disposal of a subsidiary or a business or material assets in any case for a consideration representing open market value) in the nature or extent of its business;

(g) other than Encumbrances arising by operation of law and as Disclosed, created, or agreed to create, any Encumbrance over its business, undertaking or over any of its assets;

(h) appointed new auditors;

(i) made any change in its accounting reference period;

(j) made any change in its accounting policies or practices; or

(k) entered into any contract or commitment of a long term, unusual or onerous nature or which could involve an obligation of a material nature or magnitude.

8. Indebtedness and guarantees

8.1 Except as disclosed in the Disclosure Letter or provided for in the Accounts or Management Accounts, no Group Company has outstanding indebtedness or loans which exceed US$100,000 in aggregate as at the date of this Agreement.

8.2 There is no agreement or obligation to provide and there is not outstanding any guarantee given by any Group Company for the benefit of any third party in respect of an obligation owed by any Group Company in excess of US$100,000.

8.3 The Sellers and their Connected Persons have not given any guarantee, indemnity, counter-indemnity, bond, letter of comfort or incurred any other similar obligation in respect of a liability or obligation of any Group Company.

8.4 There is no indebtedness owing by any Group Company to any Seller or by any Connected Person of any Seller.

9. The Properties and other interests in land

9.1 Save with respect to the rights of use of land or property pursuant to the Permits and save in respect of the Leased Properties, the Group has no interest in any land or property.

9.2 No Group Company is in breach of any material obligation in respect of any lease or licence with respect to the Leased Properties.

10. Environmental matters

For the purposes of this paragraph 10:

Environmental Laws means any statute, common law, rule, regulation, treaty, directive, direction, decision of the court, bye-law, order, notice or demand (in each case having the force of law) of any governmental, statutory or regulatory authority, agency or body in any relevant jurisdiction at the date of this Agreement and concerning Environmental Matters or the environment;

Environmental Licence means any agreement, permission, permit, licence, authorisation, consent, exemption or other approval required by any Group Company pursuant to any Environmental Law;

Environmental Matters means all or any of Relevant Substances, waste, trespass, negligence and nuisance (both common law and statutory nuisance), contaminated land, discharges, releases, emissions or escapes to land, air, groundwater, surface and coastal waters, and sewers, abstraction of water, extraction of natural resources, and conservation or protection of species, habitats, biodiversity, flora and fauna;

Relevant Substance means any substance (in whatsoever form and whether alone or in combination with any other substance) which is subject to regulatory control in any relevant jurisdiction as being hazardous or dangerous and is capable of causing harm or damage to the environment.

10.1 Each Group Company has obtained and maintained in full force and effect all material Environmental Licences required to be obtained by it and, so far as the Sellers are aware, there are no circumstances which may cause any material Environmental Licence to be revoked, suspended, varied or not renewed.

10.2 The Sellers are not aware of a proposal of any material condition or requirement being imposed on an Environmental Licence that the relevant Group Company does not reasonably expect to satisfy.

10.3 Each Group Company complies and has at all times in the past three years complied in all material respects with all Environmental Laws and with its Environmental Licences.

10.4 Within the past three years no material claim, proceeding, prosecution, demand, action, official warning, abatement or other order or notice (conditional or otherwise) relating to Environmental Matters or requiring compliance with the conditions of any Environmental Licence held by a Group Company or with any Environmental Law has been received by any Group Company. So far as the Sellers are aware, no Group Company or any of its assets is subject to any material judicial or administrative proceeding or order in respect of any Environmental Law.

10.5 So far as the Sellers are aware, there has not been any leakage, spillage, release or emission of a Relevant Substance at or from the Project or as a result of the Operations which either:

(a) is material and contravenes any Environmental Laws or any Environmental Licence; or

(b) is likely to result in any liability in respect of any Environmental Matters.

11. Related party transactions

11.1 No Group Company is party to any transaction or arrangement with any shareholder of the Company or director of any Group Company or any of their Connected Persons.

11.2 As at Completion, no member of a Seller's Group has any claim against a Group Company and no Group Company has any present or future obligation to or in respect of a member of a Seller's Group, including pursuant to any guarantee.

12. No other business

No Group Company is conducting any business or activities other than those associated with the Operations.

13. Employees

13.1 The particulars of the Employees set out in the Disclosure Letter are true and complete and show in respect of each director, officer and employee of the Group all remuneration payable and other benefits provided or which the Group is bound to provide (whether now or in the future) to each such person and include full particulars of all remuneration arrangements (particularly profit sharing, incentive and bonus arrangements to which the Group is a party).

13.2 There is no contract of service in force between any Group Company and any of its directors, officers or employees which is terminable by the Company without compensation on more than three months' notice given at any time. There are no consultancy agreements or management services agreements in existence between the Company and any other person, firm or company, and there are no agreements or other arrangements between the Company or any employers' or trade association of which the Company is a member and any trade union. There are no outstanding pay negotiations with any employees.

13.3 There are no amounts owing to present or former directors, officers or employees of the Company other than not more than one month's arrears of remuneration accrued or due or for reimbursement of business expenses incurred within a period of three months preceding the date of this Agreement and no moneys or benefits other than in respect of remuneration or emoluments of employment are payable to or for the benefit of any present or former director, officer or employee of the Company, nor any dependant of any present or former director, officer or employee of the Company.

13.4 Save to the extent (if any) to which provision or allowance has been made in the Accounts:

(a) no liability has been incurred or is anticipated by the Company for breach of any contract of employment or for services or for severance payments or for redundancy payments or protective awards or for compensation for unfair dismissal or for failure to comply with any order for the reinstatement or re-engagement of any employee or for sex, religion or belief, age, disability or race discrimination or for any other liability accruing from the termination or variation of any contract of employment or for services and there are no circumstances which could give rise to any such liability;

(b) no gratuitous payment has been made or promised by the Company in connection with the actual or proposed termination, suspension or variation of any contract of employment or for services of any present or former director, officer or any dependant of any present or former director, officer or employee or consultant of the Company; and

(c) the Company has not made or agreed to make any payment to or provided or agreed to provide any benefit for any present or former director, officer or employee of the Company.

13.5 No Group Company is under any legal obligation or a party to an arrangement (whether funded or unfunded), to pay pensions, gratuities, superannuation allowances, life assurance benefits, medical or disability benefits or the like, to or for any of its past or present officers or employees or any spouse, widow, widower, child, dependant of any of them or any other person; and there are no retirement benefits, or pension or death benefits, or medical or disability benefits, or similar schemes or arrangements (whether funded or unfunded) in relation to, or binding on any member of the Group or to which any member of the Group contributes or to which any member of the Group has previously contributed (or may become liable to contribute). No proposal has been announced or promise made to establish any schemes, arrangement or practice for the provision of such benefits.

14. Litigation and regulatory matters

14.1 No Group Company is engaged in any capacity in any litigation, arbitration, prosecution or other legal proceedings or in any material proceedings or hearings before any statutory or governmental body, department, board or agency or other dispute resolution proceedings ("**Legal Proceedings**"), nor has any Group Company been involved in any such Legal Proceedings during the three years prior to the date of this Agreement. So far as the Seller is aware, no such litigation, arbitration, prosecution or other proceedings are pending and no facts or circumstance exist which are likely to result in any Legal Proceedings.

14.2 So far as the Sellers are aware, there is no outstanding judgment, order, decree, arbitral award or decision of any court, tribunal, arbitrator or governmental agency against any Group Company or any person for whose acts that company may be vicariously liable.

14.3 So far as the Sellers are aware, no material dispute with the employees of any Group Company exists or is threatened and the Sellers are not aware of any existing or threatened labour disturbance by such employees or those of any of its significant suppliers, manufacturers, contractors or customers that could reasonably be expected to result in a Material Adverse Change.

15. Insolvency

15.1 No Group Company has stopped payment or is insolvent or unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or ceased or threatened to cease to carry on its business.

15.2 No order has been made and no resolution has been passed for the winding-up of any Group Company or for a liquidator to be appointed in respect of any Group Company and, so far as the Sellers are aware, no petition has been presented and no meeting has been convened for the purpose of winding-up any Group Company.

15.3 No administration order has been made, and, so far as the Sellers aware, no petition for such an order has been presented in respect of any Group Company.

15.4 No receiver (which expression shall include an administrative receiver) has been appointed in respect of any Group Company or in respect of all or any part of its assets.

15.5 No voluntary arrangement has been proposed under section 1 Insolvency Act 1986 in respect of any Group Company.

15.6 No event analogous to any of the circumstances mentioned in any of the foregoing sub paragraphs of this paragraph 16 has occurred in relation to any Group Company outside England.

16. Taxation

16.1 All Tax deductible under any Tax Statute (including any liability to account to any Taxation Authority for Pay as you Earn, National Social Security and contributions to the Mine Industry Pension Fund) has, so far as required to be deducted, been deducted from all payments made (or treated as made) by any Group Company. Save as set out in the Management Accounts and the Disclosure Letter, all amounts due to be paid to the relevant Taxation Authority that have been so deducted on or before the date of this agreement have been so paid.

16.2 Details of the VAT debtor set out in the Disclosure Letter are accurate as at the date of this Agreement.

17. Anti-bribery and Corruption

17.1 Each Group Company, each Seller, and the officers, directors, employees, shareholders, partners, contractors, sub-contractors, intermediaries, representatives and agents of each Group Company and Seller in the course of their respective duties to such companies have complied with:

(a) all applicable anti-bribery and/or anti-corruption laws, statutes, codes and regulations (collectively, "**Anti-Corruption Laws**") of any jurisdiction in which the relevant Group Company or Seller conducts its business; and

(b) any relevant anti-bribery and anti-corruption obligations pursuant to any contract between the relevant Group Company or Seller and any third party.

17.2 So far as the Sellers are aware, none of the officers, directors, employees, shareholders, partners, contractors, sub-contractors, representatives and agents of any Group Company have, in the course of their activities relating to the business of any Group Company, and no Seller has:

(a) offered, paid, promised to pay or authorised the payment of (whether directly or indirectly) anything of value to any other person as an inducement or reward for a person to improperly perform or omit a relevant function or activity, to influence the acts or decisions of a government official in that person's official capacity, to use that person's influence with a government or its instrumentality to influence an official act or decision, to secure an improper advantage; or

(b) the purpose was to obtain or retain business, to direct business to any person, or to influence any official actions or decisions with respect to the Permits; and

(c) such offer, payment, promise of payment, or authorization of payment was unlawful under Applicable Laws, including but not limited to, Anti- Corruption Laws.

For the purposes of this paragraph 18.2 a function or activity is a **"relevant function or activity"** if such function or activity is commercial or public in nature and expected to be performed in good faith or impartially or in a position of trust including but not limited to any official duties of a public official that is required by law.

For the purposes of this paragraph 18.2 a "**government official**" includes any officer, employee, or agent of (i) any national, regional, or local government or any department, agency, or instrumentality thereof; (ii) any public international organization; (iii) any political party or candidate for political office; (iv) any state-owned enterprise; or (v) any person acting in an official capacity for or on behalf of the foregoing governmental entities, public international organizations, political parties or candidates, or state-owned enterprises.

17.3 No Group Company, nor any of the officers, directors, employees or agents of any Group Company is involved in any investigation, inquiry, claim or proceedings in relation to any alleged bribery or corruption offence or similar conduct, nor so far as the Sellers are aware are any such investigations, inquiries, claims or proceedings pending or threatened by or against any Group Company or any officer, director, employee or agent of any Group Company, nor so far as the Sellers are aware are there any facts or circumstances which may give rise to any such investigations, inquiries, claims or proceedings being commenced by or against any of the foregoing persons.

17.4 Each Group Company has established and maintains adequate anti-bribery and anti-corruption policies and procedures (including policies relating to facilitation payments, political donations, gifts, hospitality, recordkeeping and accounting for expenses, internal controls and audits) and has fully implemented the foregoing policies and procedures in compliance with all Applicable Laws.

SCHEDULE 6

Buyer Warranties

The Warranties given pursuant to Clause 6.2 of this Agreement by the Buyer are as follows:

1. Capacity

The Buyer has the full power and authority to enter into and perform all of its obligations under this Agreement and each document to be executed by it pursuant to o in connection with this Agreement.

2. Market Disclosure

2.1 Since the publication of the Buyer Accounts, the Company has notified the London Stock Exchange's Company Announcements Office of all information required to be notified by it in accordance with the AIM Rules (as in force at the relevant time) and has complied in all respects with all disclosure and notification requirements of the AIM Rules and any requests for disclosure made by the London Stock Exchange from time to time.

2.2 Nothing has occurred which would require disclosure pursuant to Rule 11 or 17 of the AIM Rules, the Market Abuse Regulations (Regulation 596/2014) and in respect of which no disclosure has been made.

3. Previous Announcements

3.1 Each statement of fact in each Previous Announcement was true and accurate in all material respects and not misleading (by itself or in its context) in any significant or material respect. Each expression of opinion or intention or expectation in each Previous Announcement was made on reasonable grounds after due and careful enquiry and was truly and honestly held by the directors of the Buyer at the time the Previous Announcement was made and was fairly based. There was no other fact known or which could on reasonable enquiry have been known to the directors of the Buyer at the time the Previous Announcement was made omitted to be disclosed in any Previous Announcement which, by such omission, would make any such statement or expression in any Previous Announcement misleading (by itself or in its context) in any material respect.

3.2 Each Previous Announcement complied in all respects with the AIM Rules in force at the time of its publication and the Financial Services and Markets Act 2000.

4. Consideration Shares

The allotment and issue of the Consideration Shares will be within the powers of the Buyer and the Directors without any further sanction or consent of members of the Buyer or any other person and will comply with all applicable requirements of the Companies (Jersey) Law 1991.

5. Issued Share Capital

As at the date of this Agreement, the current issued share capital of the Buyer is 12,833,126 Common Shares and the Buyer has granted options exercisable over a further 10,000 Common Shares.

6. Accounts

6.1 The Buyer Accounts:

(a) have been properly prepared in accordance with IFRS and all material Applicable Laws as at the Buyer Accounts Date; and

(b) give a true and fair view of the assets and liabilities and state of affairs of the Buyer and the Buyer's Group as at the Accounts Date and its profit or loss and cash flows for the financial year ended on that date.

6.2 No member of the Buyer's Group had at the Accounts Date any material liability (whether actual, deferred, contingent or disputed) or commitment which, in accordance with IFRS, should have been disclosed or provided for in the Buyer Accounts and which has not been so disclosed or provided for.

6.3 Proper provision or, as appropriate, disclosure in accordance with IFRS have been made for Taxation payable by the Buyer and the Buyer's Group.

6.4 The profits and losses of the Buyer's Group for the period ended on the Buyer Accounts Date have not resulted to a material extent from inconsistencies of accounting practice, the inclusion of non-recurring items of income or expenditure, transactions entered into otherwise than on normal commercial terms or any other factors rendering such profits and losses for all or any of such period abnormally high or low.

SCHEDULE 7

Completion Account

Part 1
Definitions

The following definitions apply in this Agreement:

Cash Balances means the amount in US Dollars which is the aggregate of the following in relation to the Group:

(a) all deposits repayable on demand with any bank as at the Completion Date; plus

(b) cleared cash balances with any bank as at the Completion Date; plus

(c) cash in transit as at the Completion Date receivable by such Group Company and cheques received and either (i) paid into the Group Company bank account and/or (ii) reflected in the Group Company ledgers, in each case on or before the Completion Date; plus

(d) all amounts due or owing to the Group by the Sellers as at the Completion Date; plus

(e) petty cash/cash in hand as at the Completion Date; plus

(f) all cash and cash equivalents (as defined by IFRS) as at the Completion Date; plus

(g) interest accrued to the Completion Date; less

(h) cash in transit as at the Completion Date paid by a Group Company and cheques issued on or before the Completion Date by a Group Company which are to be cleared through the bank accounts of a Group Company after the Completion Date,

in each case as at the Completion Date and shown in the Completion Accounts and, for the avoidance of doubt: (i) any item falling within more than one of the paragraphs (a) to (h) of this definition shall only be included once in the calculation of the Cash Balances; and (ii) client deposits shall be excluded;

Indebtedness means, in relation to the Group, the aggregate amount of its borrowings and other financial indebtedness in the nature of borrowing including:

(a) borrowings from any bank, financial institution or other entity (including overdraft);

(b) indebtedness arising under any bond, note, loan stock, debenture, commercial paper or similar instrument;

(c) indebtedness under any hire purchase agreement or finance lease (whether for land, machinery, equipment or otherwise);

(d) any indebtedness for monies borrowed or raised under any other transaction that has the commercial effect of borrowing (including but not limited to factoring agreements);

(e) all unpaid accrued interest on any borrowings or indebtedness referred to in the paragraphs above;

(f) any bonus due or payable to any employee or consultant of any Group Company which relates to the period ending on or prior to Completion;

(g) any fees costs or expenses incurred or payable by any Group Company in connection with the acquisition of the Shares by the Buyer including but not limited to any fees payable to Hannam & Partners and/or Rockface Capital Advisors Ltd as advisor to the Company, Subsidiary and/or the Sellers;

(h) any unpaid accrued directors' fees or employee salaries, expenses, bonuses or other costs including pensions costs (which for the avoidance of doubt shall include amounts owing in respect of Mining Industry Pension Fund contributions);

(i) any unpaid accrued fees costs or expenses owing to service providers to the Group;

(j) Tax of any nature (including capital gains tax) to become payable in connection with the transfer of the entire issued share capital of Odzi pursuant to the Odzi Sale Agreement and/or transfer of the entire issued share capital of Bembezi out of the Group;

(k) Tax of any nature arising in respect of any period ending on or before Completion; and

(l) all amounts due or owing to the Sellers,

in each case as at the Completion Date and as derived from the Completion Accounts, calculated on a basis in accordance with the accounting principles, policies, standards, practices, evaluation rules and estimation techniques referred to in paragraph 2 of part 2 of this Schedule.

Net Working Capital means, in relation to the Group, the aggregate of:

(a) current assets which for this purpose comprises:

(i) stock;

(ii) trade and other debtors (including the aggregate consideration receivable by the Subsidiary from the Odzi Buyer under the terms of the Odzi Sale Agreement);

(iii) pre-payments;

(iv) accrued income;

(v) employee travel loans;

(vi) Cash Balances

less the aggregate of:

(b) current liabilities which for this purpose comprises:

(i) trade and other creditors;

(ii) social security and other taxes;

(iii) accruals and deferred revenue;

(iv) all dividends which have been approved on or before the Completion Date and are unpaid;

(v) overpayments by customers; and

(vi) Indebtedness,

in each case as at the Completion Date and shown in the Completion Accounts, calculated in accordance with the accounting principles, policies, standards, practices, evaluation rules and estimation techniques specified in paragraph 2 of part 2 of this Schedule 7.

Part 2
Completion Accounts

1. Preparation of the Completion Accounts

1.1 As soon as practicable following Completion and in any event by the day falling 20 Business Days after Completion, the Sellers shall prepare or procure the preparation of the draft Completion Accounts and a draft Net Working Capital Statement ("**Adjustment Documents**") in accordance with the policies set out in paragraph 2 of part 2 of Schedule 7 and in the format of the Agreed Form pro forma balance sheet (comprising part of the Management Accounts) and submit them to the Buyer for review.

1.2 The Buyer shall ensure that the Sellers have full access to the accounting records required to enable them to prepare the Completion Accounts.

1.3 If the Sellers fail to prepare or procure the preparation of the Adjustment Documents in accordance with the provisions of this Schedule 7 by the deadline set out in paragraph 1.1 above, the Buyer may procure the same at the Sellers' expense.

1.4 Unless the Buyer serves a notice in writing on the Sellers ("**Notice of Disagreement**") within 10 Business Days of delivery to the Buyer of the Adjustment Documents stating that they disagree with the Adjustment Documents, the Buyer is deemed to have accepted the draft Adjustment Documents which shall then be final and binding on the parties and shall become the Adjustment Documents for the purposes of this Agreement.

1.5 Any Notice of Disagreement shall specify full particulars of the dispute and any adjustments proposed to be made to the Adjustment Documents.

1.6 Where the Buyer serves a Notice of Disagreement the parties shall have 10 Business Days, starting with the day on which the Sellers receive the notice, within which to resolve the disagreement and they shall use all reasonable endeavours to resolve the disagreement within that period.

1.7 Where the parties are unable to resolve their disagreement within 10 Business Days (or such longer period as may be agreed by the Sellers and the Buyer in writing) of the Notice of Disagreement being received by the Sellers (the "**Resolution Period**"), the Adjustment Documents will be referred to an independent chartered accountant to be appointed (in default of nomination by agreement between the Buyer and the Sellers within 10 Business Days of the end of the Resolution Period by the president for the time being of the Institute of Chartered Accountants in England and Wales at the request of either the Buyer or any of the Sellers (the "**Independent Accountant**"), who shall determine any dispute in relation to the draft Adjustment Documents for the purpose of this Agreement.

1.8 The Independent Accountant shall be requested to make its determination in relation to the Adjustment Documents and to notify the same to the Buyer and the Sellers within 90 Business Days after its acceptance of the reference to it (or such longer period as the Independent Accountant may reasonably determine). In making its determination, the Independent Accountant shall state what adjustments (if any) are necessary to the Adjustment Documents to determine finally the Net Working Capital.

1.9 The Independent Accountant shall act as an expert and not as an arbitrator, the Arbitration Act 1996 shall not apply; and his written decision on matters referred to him shall (in the absence of manifest error) be final and binding on the Sellers and the Buyer for all purposes of this Agreement. The costs of the Independent Accountant shall be apportioned between the Buyer and the Sellers as the Independent Accountant shall decide but if not so apportioned shall be paid as to half by the Buyer and half by the Sellers but each party shall be responsible for its own costs of presenting its case to the Independent Accountant.

1.10 Upon the agreement or determination of any matter which is in dispute, the draft Adjustment Documents shall then be the Completion Accounts and Net Working Capital Statement for the purposes of this Agreement.

1.11 The Sellers and the Buyer shall supply each other (or as the case may be the Independent Accountant), with all information, and give each other access to all documentation and personnel, as the other party reasonably requires to prepare or review the Completion Accounts and Net Working Capital Statement.

1.12 Each party will bear their own costs and expenses (including the costs of any accountants they retain) in relation to all matters arising from this Schedule.

2. Basis for Preparation of Completion Accounts

2.1 The Completion Accounts shall be prepared in accordance with:

(a) the specific instructions referred to in paragraphs 2.2 to 2.9 of this Schedule 7;

(b) subject to paragraph (a) above, IFRS (being the basis on which the Management Accounts have also been prepared).

2.2 No value shall be attributed to pre-payments to the extent that the benefit attributable to such payments is not available to the Group after Completion.

2.3 Full provisions will be made in respect of Taxation save for deferred Taxation.

2.4 Any decrease in any provision included in the Accounts shall only be effected if justified by changes in facts and circumstances since the Accounts Date (and not by the application of different judgement).

2.5 Full provision shall be made for amounts owed to the Sellers and their Connected Persons.

2.6 Full provision shall be made for any costs related to the acquisition of the Shares incurred by the Group where the Group (or any member thereof) is liable, or joint and severally responsible and such costs have not been paid prior to Completion.

2.7 No matter or item shall be included more than once in the Completion Accounts or in the computation of Net Working Capital, Cash Balances or Indebtedness.

2.8 The fees payable by the Group in connection with the acquisition of the Shares by the Buyer to Hannam & Partners shall, for the purposes of the Completion Accounts only, be unchanged from the fees shown in the Management Accounts.

2.9 Any increase and/ or reduction in current assets and any increase and/ or reduction in current liabilities (as each is defined in the definition of Net Working Capital) shall be disregarded for the purposes of calculating Net Working Capital to the extent such increase and/or reduction (as applicable) arises directly or indirectly (a) from any funds provided to the Group by the Buyer or any member of the Buyer's Group (whether as a royalty payment or otherwise) under or in connection with the Tribute Agreement and/or the Mining Contract or otherwise; (b) under or in connection with the Tribute Agreement and/or the Mining Contract; or (c) with the prior written approval of the Buyer.

SCHEDULE 8

Tax Schedule

1. Interpretation

1.1 *Definitions*

In this Schedule:

"Accounting Practices" means the accounting bases and policies used by each Group Company in making up its accounts;

"Accounts Relief" means:

(i) any Relief that has been treated as an asset in the Completion Accounts; or

(ii) any Relief that has been taken into account in computing (and so reducing or eliminating) any provision for deferred Tax in the Completion Accounts;

"Buyer's Relief" means:

(1) any Accounts Relief;

(2) any Relief arising in connection with any Event occurring after Completion; and

(3) any Relief, whenever arising, of the Buyer.

"Buyer's Tax Group" means the Buyer and any other company or companies that are, from time to time, treated as members of the same group as, or otherwise connected or associated in any way with, the Buyer for any Tax purpose;

"Covenantors" means the Sellers;

"Deemed Tax Liability" has the meaning given by paragraph 4 of this Schedule;

"Demand" includes any assessment, notice, letter, determination, demand or other document issued by or on behalf of any Taxation Authority and any return, computation, account or other document required for any Tax purpose from which it appears that a Tax Liability has been or may be, imposed on a Group Company or from which it appears that the Buyer will be entitled to make a Tax Warranty Claim;

"Overprovision" means the amount by which any provision for tax (other than deferred tax) in the Completion Accounts is overstated, except where that overstatement arises due to:

(a) a change in law;

(b) a change in the accounting bases on which any Group Company values its assets; or

(c) a voluntary act or omission of the Buyer, that in each case occurs after Completion;

"Relief" means any relief, allowance, set-off, exemption, right to repayment or credit in respect of any Tax or relevant to the computation of Tax or the computation of income, profits or gains for Tax purposes;

"Saving" means the reduction or elimination of any liability of any Group Company to make an actual payment of corporation tax (at a time when the relevant Group Company is a member of the Buyer's Tax Group) for which the Covenantors would not have been liable under paragraph 2, by the use of any Relief arising wholly as a result of a Tax Liability for which the Covenantors have made a payment under paragraph 2 of the Tax Schedule;

“Tax Claim” means any claim made by the Buyer under this Schedule;

"Tax Liability" means:

(a) liabilities of any Group Company to make actual payments of Tax (or amounts in respect of Tax) whether or not such Tax is also or alternatively chargeable against or attributable to any other person;

(b) the loss by any Group Company of any Accounts Relief; and

(c) the use or setting off of any Buyer’s Relief in circumstances where, but for such setting off, a Group Company would have had a liability to make an actual payment of Tax in respect of which the Buyer would have been able to make a claim against the Covenantors under this Schedule.

1.2 ***Stamp Duty***

For the purposes of this Schedule, any stamp duty or similar tax that would have to be paid by any Group Company after Completion in order that an instrument executed before Completion be given in evidence by it or be available for any purpose is deemed to be a Tax Liability of that Group Company arising as a consequence of an Event that occurred on or before Completion.

1.3 ***Miscellaneous***

In this Schedule, references to:

(1) **'income, profits or gains'** includes income, profits, gains and any other standard or measure for any Tax purpose and also includes any income, profits or gains that are deemed to be earned, accrued or received for any Tax purpose;

(2) **'loss'**, in respect of any Relief, includes the reduction, cancellation, non- availability, non-existence or setting off against Tax or against income, profits or gains of that Relief, and **'lost'** shall be construed accordingly;

(3) any payment or distribution as being made on or before a particular date includes any payment or distribution that has fallen due and payable on or before that date;

(4) the English law rule known as the ejusdem generis rule shall not apply and accordingly general words shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things; and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words; and

(5) the occurrence of Events on or before a particular date or in respect of a particular period includes Events that are for any Tax purpose treated as having occurred or existed at or before that date or in respect of that period.

2. Covenant

2.1 ***Covenant to Pay***

Subject to the provisions of this Covenant, the Covenantors jointly and severally covenant with the Buyer that it shall pay to the Buyer a sum equal to:

(1) any Tax Liability arising as a consequence of any Event that occurred on or before Completion or in respect of any income, profits or gains that were earned, accrued or received on or before Completion; and/or

(2) any Tax Liability arising as a consequence of any Event occurring on or before Completion or the earning of any income, profits or gains on or before Completion that results in any Group Company becoming liable to pay or bear a Tax Liability chargeable primarily against or attributable to another person; and/or

(3) any Tax Liability of any Group Company or the Buyer arising in consequence of any of the Consideration under this Agreement being treated by a Taxation Authority as general earnings or remuneration or profit derived from an employment and so being subject to Tax; and/or

(4) the failure or delay of any person to reimburse any amount in respect of Tax; and/or

(5) any Tax Liability of any Group Company arising in consequence of any Group Company ceasing to be in the same group as, or connected or associated with, any other person as a consequence of entering into this Agreement or the sale of the Shares; and/or

(6) any Tax Liability to make a payment in respect of Taxation to any person pursuant to any indemnity, covenant, guarantee or charge entered into by any Group Company on or before Completion; and/or

(7) any costs and expenses reasonably and properly incurred by the Buyer, or any Group Company:

(1) in connection a successful claim under this Schedule; or

(2) in successfully taking or defending any action under this Schedule.

3. Limits in Respect of Tax Claims

3.1 ***Specific Limits***

The Covenantors shall not be liable in respect of a Tax Claim or Tax Warranty Claim to the extent that:

(1) allowance, provision or reserve in respect of the matter or thing giving rise to the Tax Claim or Tax Warranty Claim has been made in the Completion Accounts; or

(2) the Tax Claim or Tax Warranty Claim would not have arisen but for any increase in rates of Tax or any change in law, published practice or any withdrawal of any extra-statutory concession by a Taxation Authority, being an increase, change or withdrawal made after Completion with retrospective effect; or

(3) the Tax Claim or Tax Warranty Claim would not have arisen but for a change, after the date of this Agreement, in Accounting Practices other than a change required to ensure compliance with the law or with applicable accounting practices to the relevant Group Company at Completion; or

(4) the Tax Claim or Tax Warranty Claim arises or is increased as a consequence of the voluntary withdrawal or postponement by any Group Company after Completion of any valid claim for Relief made on or before Completion; or

(5) the Tax Claim or Tax Warranty Claim would not have arisen but for a cessation of, or change in the nature or conduct of, any trade carried on by any Group Company, being a cessation or change occurring on or after Completion; or

(6) the Tax Claim or Tax Warranty Claim arises by virtue of the average rate of tax of any Group Company increasing as a consequence of the Buyer acquiring the Shares; or

(7) the Tax Claim is, or the Tax Warranty Claim relates to, a Tax Liability that has been discharged on or before Completion and such discharge has been taken into account in the Accounts; or

(8) the Buyer has made recovery for the Tax Liability under any other provision of this Agreement; or

(9) a Relief other than a Buyer's Relief is available, at no cost, to any Group Company; or

(10) the Tax Claim or Tax Warranty Claim would not have arisen but for a voluntary transaction or action carried out or effected by the Buyer or any Group Company at any time after Completion in circumstances where the Buyer or that Group Company was aware or should have been aware that the transaction or action in question would give rise to a Tax Liability, other than any such transaction or action:

(1) carried out or effected pursuant to a legally binding commitment created on or before Completion; or

(2) carried out or effected to comply with any law, regulation or the request of any Taxation Authority; or

(3) carried out or effected in the ordinary course of business of the relevant Group Company; or

(4) involving the payment of any stamp duty or the bringing into the relevant jurisdiction of any instrument referred to in paragraph 1.2 of this Schedule; or

(5) carried out or effected at the written request of the Covenantors.

4. Quantification of Liability

In any case falling within any of paragraphs (b) and (c) of the definition of Tax Liability, the amount that is to be treated as a Tax Liability of the Group Company ('**Deemed Tax Liability**') is:

(1) in a case that falls within paragraph (b) where the Accounts Relief lost was a right to repayment of Tax, the Deemed Tax Liability is the amount of the repayment that would have been obtained but for the loss;

(2) in a case that falls within paragraph (b) where the Accounts Relief lost was not a right to repayment of Tax, the Deemed Tax Liability is the amount of the additional Tax that the relevant Group Company is (or would but for the availability of any Accounts Relief be) liable to pay as a result of such loss; and

(3) in a case that falls within paragraph (c), the Deemed Tax Liability is the amount of Tax that would have been payable by the relevant Group Company but for such setting-off.

5. Due Date of Payment

Where the Covenantors become liable to make any payment in respect of a Tax Claim, the due date for making that payment is:

(1) in a case that involves an actual payment by a Group Company, the later of:

(1) five Business Days before the last date on which that Group Company can make the payment in question without incurring a liability to interest or penalties; and

(2) five Business Days after the Buyer or relevant Group Company notifies the Covenantors of the liability to make a payment and the amount of that payment;

(2) in a case that falls within paragraph 4(i) of this Schedule, the later of:

(1) the date on which repayment would have been received; and

(2) five Business Days after the Buyer or the relevant Group Company notifies the Covenantors of the liability to make a payment and the amount of that payment;

(3) in a case that falls within paragraph 4(ii) of this Schedule, the later of:

(1) five Business Days before the relevant Group Company becomes due to pay any Tax which it would not, but for such loss, have had to pay (or would have become so due but for the use of any Accounts Relief); and

(2) five Business Days after the Buyer or the relevant Group Company notifies the Covenantors of the liability to make a payment and the amount of that payment;

(4) in a case that falls within paragraph 4(iii) of this Schedule, the later of:

(1) five Business Days before the relevant Group Company would have been due to pay the Tax but for such setting off; and

(2) five Business Days after the Buyer or relevant Group Company notifies the Covenantors of the liability to make a payment and the amount of that payment; or

(5) in any other case, five Business Days after the Buyer or relevant Group Company notifies the Covenantors of the liability to make a payment and the amount of that payment.

6. Overprovisions

6.1 Subject to paragraph 6.2, if, on or before the first anniversary of Completion, the auditors for the time being of the Company certify (at the request and at the expense of the Covenantors) that any provision for Tax in the Accounts (other than a provision for deferred tax) has proved to be an Overprovision (and that Overprovision has not been taken into account in computing any liability of the Covenantors under the Tax Warranties or under this Tax Schedule), then:

(a) the amount of any Overprovision shall first be set off against any payment then due from the Covenantors under this Tax Schedule;

(b) if there is an excess, a refund shall be made to the Covenantors of any previous cash payment or payments made by the Covenantors under this Tax Schedule (and not previously refunded under this Tax Schedule) up to the amount of that excess; and

(c) if the excess referred to in paragraph 6(b) is not exhausted, the remainder of that excess will be carried forward and set off against any future payment or payments that become due from the Covenantors under this Tax Schedule.

6.2 The Buyer shall be under no liability in respect of any Overprovision or Saving if the aggregate liability of the Buyer in respect of all Overprovisions together with all Savings would (but for this paragraph 6.2) have been less than US$750,000.

7. Savings

7.1 Subject to paragraph 6.2 and paragraph 7.2, if, on or before the seventh anniversary of Completion, the auditors for the time being of the Company determine (at the request and at the expense of the Covenantors) that the Company has obtained a Saving (and that Saving has not been taken into account in computing any liability of the Covenantors under the Tax Warranties or under this Tax Schedule), the Buyer shall as soon as reasonable practicable thereafter repay to the Covenantors, after deduction of any amounts then due by the Covenantors, the lesser of:

(1) the amount of the Saving (as determined by the auditors) less any costs incurred by the Buyer or any Group Company; and

(2) the amount paid in cash by the Covenantors under paragraph 2 for the Tax Liability which gave rise to the Saving less any part of that amount previously repaid to the Covenantors under any provision of this Tax Schedule or otherwise.

7.2 After the Group's auditors have made a determination under paragraph 7.1, the Covenantors or the Buyer may, at any time before the seventh anniversary of Completion, request the auditors for the time being of the Group to review and, if necessary and as appropriate, amend the original determination (at the expense of the party requesting the review, or where a payment becomes due under this paragraph 7.2, at the expense of the party required to make that payment) and an adjusting payment equal to the amount of any disparity between the original and revised determinations shall be made by or to the Covenantors as soon as reasonably practicable.

8. Recovery from third parties

8.1 Where the Covenantors have paid an amount under paragraph 2 for any Tax Liability, or in respect of a Tax Warranty Claim, and the Buyer or any Group Company is, or becomes, entitled to recover from some other person that is not the Buyer, any Group Company or any other company in the Buyer's Tax Group, any amount for any Tax Liability, the Buyer shall or shall procure that the relevant Group Company shall:

(1) notify the Covenantors of its entitlement as soon as reasonably practicable; and

(2) if required by the Covenantors and, subject to the Buyer and the relevant Group Company being indemnified by the Covenantors against any Tax that may be suffered on receipt of that amount and any costs and expenses incurred in recovering that amount, take, or procure that the relevant Group Company takes, all reasonable steps to enforce that recovery against the person in question (keeping the Covenantors fully informed of the progress of any action taken) provided that the Buyer shall not be required to take any action:

(1) against a Tax Authority; or

(2) that, in the Buyer's reasonable opinion, is likely to materially harm its or the relevant Group Company's commercial or employment relationship with that or any other person.

8.2 If the Buyer or the relevant Group Company recovers any amount referred to in paragraph 8.1, the Buyer shall account to the Covenantors for the lesser of:

(1) any amount recovered (including any related interest or related repayment supplement) less any Tax suffered in respect of that amount and any costs and expenses incurred in recovering that amount (except if and to the extent that amount has already been made good by the Covenantors under paragraph 8.1(2)); and

(2) the amount paid in cash by the Covenantors under paragraph 2 in respect of the Tax Liability in question.

9. Claims procedure

9.1 ***Notice of Demand and Action and Assistance***

If the Buyer or a Group Company becomes aware of a Demand that may give rise to a claim under this Schedule or a Tax Warranty Claim:

(1) the Buyer shall as soon as reasonably practicable, and in any event where possible in the case of a Demand that requires action to be taken within a specific period, not later than ten Business Days before that period ends, give or procure that the relevant Group Company gives written notice of the Demand to the Covenantors, but notice is not a condition precedent to the liability of the Covenantors under this Schedule; and

(2) subject to paragraphs 9.2 and 9.3 the relevant Group Company shall take any action the Covenantors may reasonably and promptly by written notice request to avoid, resist, appeal or compromise the Demand if the Covenantors first agree to indemnify the Buyer or the relevant Group Company (to the Buyer's reasonable satisfaction) against all costs and expenses (including interest on overdue Tax to the extent that such interest is not indemnified under paragraph 2) that the Buyer or relevant Group Company may incur in connection with the taking of action pursuant to this paragraph 9.1.

9.2 ***Buyer Conduct***

The actions that the Covenantors can reasonably request under paragraph 9.1(ii) of this Schedule do not include the relevant Group Company allowing the Covenantors to have the right to conduct any action referred to in paragraph 9.1(ii), but in taking any action at the request of the Covenantors pursuant to paragraph 9.1(ii) the Buyer shall:

(1) keep the Covenantors fully informed of all material matters relating to the Demand and deliver to the Covenantors copies of all correspondence relating to the Demand; and

(2) obtain the prior written approval of the Covenantors (not to be unreasonably withheld or delayed) to:

(1) the content of all material communications relating to the Demand sent to a Taxation Authority; and

(2) the settlement or compromise of the Demand.

9.3 ***Court Proceedings***

The Buyer is not obliged to take any action under paragraph 9.1(ii) of this Schedule that involves contesting any Demand before any court or other appellate body (excluding the Taxation Authority that has made the Demand) unless the Covenantors furnishes the Buyer with the written opinion of Tax counsel of at least 10 years' call to the effect that an appeal against the Demand in question is a reasonable course of action given the amounts involved and the likelihood of success.

9.4 ***Company Action***

Where the Covenantors do not promptly make a request under paragraph 9.1(ii) of this Schedule, the relevant Group Company shall be free, without prejudice to the rights of the Buyer in respect of the Demand, to take such action as it in its absolute discretion considers appropriate in the circumstances to settle the matter to which the Demand relates.

9.5 ***Fraudulent or Negligent Conduct***

Paragraph 9.1(ii) of this Schedule does not apply if a Taxation Authority alleges in writing that the Seller or any Group Company has committed an act or is responsible for an omission that constitutes fraudulent or negligent conduct.

10. Conduct of Tax Affairs

10.1 ***Computations and Returns***

The Buyer has the responsibility for, and the conduct of (at its cost and expense) preparing, submitting, negotiating and agreeing with the relevant Taxation Authorities all outstanding Tax returns and computations of the Group Companies for all accounting periods ended on or prior to Completion and for the accounting period current at Completion, in each case with input and advice from the Covenantors in respect of the periods up to Completion.

10.2 ***Buyer's Obligations***

In relation to any action described in paragraph 10.1 of this Schedule, the Buyer shall submit to the Covenantors for comment all material documents that it intends to submit to a Taxation Authority and which might, in the reasonable opinion of the Buyer, give rise to or increase a claim by the Buyer under this Schedule, and take into account all timely and reasonable comments made by the Covenantors insofar as such comments relate to such a claim.

10.3 ***Covenantors' Assistance***

The Covenantors shall:

(1) procure the provision to the Buyer of such information and assistance that it reasonably requires to prepare, submit, negotiate and agree all Tax returns, computations and related correspondence in accordance with paragraph 10 and/or any further cooperation and assistance the Buyer may reasonably require in connection with any investigation or enquiry by any Taxation Authority; and

(2) promptly deliver to the Buyer copies of all correspondence received from a Taxation Authority in relation to the Tax returns and computations for the Group Companies.

10.4 ***Buyer Assistance***

The Buyer covenants with the Covenantors to procure that the Group Companies take such action (including signing and authorising Tax returns and computations) as is necessary or desirable to give effect to this paragraph 10 but this covenant does not require the Buyer to procure that any Group Company takes any action in relation to any Tax return that is not true and accurate in all material respects.

10.5 ***Fraudulent or Negligent Conduct***

Paragraphs 10.2 and 10.4 of this Schedule do not apply if a Taxation Authority alleges in writing that any of the Sellers or any Group Company has committed an act or is responsible for an omission that constitutes fraudulent or negligent conduct.

10.6 ***Conduct of Tax Affairs Subject to Claims***

This paragraph 10 is subject to paragraph 9 of this Schedule.

SCHEDULE 9

Leased Properties

3 Cecil Rhodes Drive, Newlands, Harare, Zimbabwe.

3rd Floor, Mimosa House, Cnr Main Street and 9th Avenue, Bulawayo

SCHEDULE 10

Project Area Mining Claims

No	Name of Claim	Registration No.	Area (Hectares)	Type of Claim	Registration Date	Next Inspection Date	Inspection fees (USD)	Inspection Certificate No.	Date Inspected
1	CALCITE	32454	10.0	GOLD REEF	7-Jun-1978	7-Jun-2022	300	053975 CA	23-Apr-21
2	CALCITE 6	33291	10.0	GOLD REEF	2-Jul-1984	2-Jul-2022	300	053975 CA	23-Apr-21
3	CALCITE 8	33292	10.0	GOLD REEF	2-Jul-1984	2-Jul-2022	300	053975 CA	23-Apr-21
4	CALCITE 9	33144	10.0	GOLD REEF	30-Sep-1982	30-Sep-2022	300	057345 CA	29-Oct-21
5	CALCITE 10	33468	10.0	GOLD REEF	30-Sep-1985	30-Sep-2022	300	057345 CA	29-Oct-21
6	CALCITE 11	33489	10.0	GOLD REEF	11-Oct-1985	11-Oct-2022	300	057345 CA	29-Oct-21
7	CALCITE 12	33490	10.0	GOLD REEF	11-Oct-1985	11-Oct-2022	300	057345 CA	29-Oct-21
8	CALCITE 13	33491	10.0	GOLD REEF	11-Oct-1985	11-Oct-2022	300	057345 CA	29-Oct-21
9	CALCITE 14	33492	10.0	GOLD REEF	11-Oct-1985	11-Oct-2022	300	057345 CA	29-Oct-21
10	CALCITE 15	33493	10.0	GOLD REEF	11-Oct-1985	11-Oct-2022	300	057345 CA	29-Oct-21
11	CALCITE 16	33494	10.0	GOLD REEF	11-Oct-1985	11-Oct-2022	300	057345 CA	29-Oct-21
12	CALCITE 17	33540	10.0	GOLD REEF	18-Mar-1986	18-Mar-2023	300	057713 CA	4-Apr-22
13	CALCITE 18	33541	10.0	GOLD REEF	18-Mar-1986	18-Mar-2023	300	057713 CA	4-Apr-22
14	CALCITE 19	33542	10.0	GOLD REEF	18-Mar-1986	18-Mar-2023	300	057713 CA	4-Apr-22
15	CALCITE 20	33543	10.0	GOLD REEF	18-Mar-1986	18-Mar-2023	300	057713 CA	4-Apr-22
16	CALCITE 21	33560	10.0	GOLD REEF	7-May-1986	7-May-2022	300	053975 CA	23-Apr-21
17	CALCITE 22	33561	10.0	GOLD REEF	7-May-1986	7-May-2022	300	053975 CA	23-Apr-21
18	CALCITE 23	33562	10.0	GOLD REEF	7-May-1986	7-May-2022	300	053975 CA	23-Apr-21
19	CALCITE 24	33563	10.0	GOLD REEF	7-May-1986	7-May-2022	300	053975 CA	23-Apr-21
20	CALCITE 25	33564	10.0	GOLD REEF	7-May-1986	7-May-2022	300	053975 CA	23-Apr-21
21	CALCITE 26	33565	10.0	GOLD REEF	7-May-1986	7-May-2022	300	053975 CA	23-Apr-21
22	CALCITE 27	33566	10.0	GOLD REEF	7-May-1986	7-May-2022	300	053975 CA	23-Apr-21
23	CALCITE 28	33567	10.0	GOLD REEF	7-May-1986	7-May-2022	300	053975 CA	23-Apr-21
24	CALCITE 29	33568	10.0	GOLD REEF	7-May-1986	7-May-2022	300	053975 CA	23-Apr-21
25	CALCITE 30	33569	10.0	GOLD REEF	7-May-1986	7-May-2022	300	053975 CA	23-Apr-21
26	CALCITE 31	33570	10.0	GOLD REEF	7-May-1986	7-May-2022	300	053975 CA	23-Apr-21
27	CALCITE 32	33571	10.0	GOLD REEF	7-May-1986	7-May-2022	300	053975 CA	23-Apr-21
28	CALCITE 33	33572	10.0	GOLD REEF	8-May-1986	7-May-2022	300	053975 CA	23-Apr-21
29	CALCITE 34	33573	10.0	GOLD REEF	8-May-1986	7-May-2022	300	053975 CA	23-Apr-21
30	CALCITE 35	33574	10.0	GOLD REEF	8-May-1986	7-May-2022	300	053975 CA	23-Apr-21
31	CALCITE 36	33575	10.0	GOLD REEF	8-May-1986	7-May-2022	300	053975 CA	23-Apr-21
32	CALCITE 38	34445	10.0	GOLD REEF	9-Dec-1988	9-Dec-2022	300	057713 CA	4-Apr-22
33	CALCITE 39	34446	10.0	GOLD REEF	9-Dec-1988	9-Dec-2022	300	057713 CA	4-Apr-22
34	CALCITE 40	34447	10.0	GOLD REEF	9-Dec-1988	9-Dec-2022	300	057713 CA	4-Apr-22
35	CALCITE 41	34448	10.0	GOLD REEF	9-Dec-1988	9-Dec-2022	300	057713 CA	4-Apr-22
36	CALCITE 42	34449	10.0	GOLD REEF	9-Dec-1988	9-Dec-2022	300	057713 CA	4-Apr-22
37	CALCITE 44	40146	10.0	GOLD REEF	5-Jan-2001	5-Jan-2023	300	057713 CA	4-Apr-22
38	CALCITE 45	40148	10.0	GOLD REEF	5-Jan-2001	5-Jan-2023	300	057713 CA	4-Apr-22
39	CALCITE 46	40149	10.0	GOLD REEF	5-Jan-2001	5-Jan-2023	300	057713 CA	4-Apr-22
40	CALCITE SOUTH	32637	10.0	GOLD REEF	5-Jan-2001	31-Jan-2023	300	057713 CA	4-Apr-22
41	CALCITE SOUTH 2	33290	10.0	GOLD REEF	2-Jul-1984	2-Jul-2022	300	053975 CA	23-Apr-21
42	KERRY WEST	11014 BM	150.0	TUNGSTEN	5-May-1988	5-May-2022	4,500	053975 CA	23-Apr-21
43	KERRY NORTH	11015 BM	150.0	TUNGSTEN	5-May-1988	5-May-2022	4,500	053975 CA	23-Apr-21
44	SITE 772	SITE 772	1128.0	NEW SULPHIDE PROJECTS	22-Mar-2019	22-Mar-2023	9,024	053975 CA	4-Apr-22
45	EASTNOR 19A	49111	1.8	GOLD REEF	14-Nov-2019	14-Nov-2022	150	053975 CA	4-Apr-22
46	EASTNOR 19B	49110	6.3	GOLD REEF	14-Nov-2019	14-Nov-2022	300	053975 CA	4-Apr-22
47	EASTNOR 19C	49108	8.0	GOLD REEF	14-Nov-2019	14-Nov-2022	300	053975 CA	4-Apr-22
48	EASTNOR 19D	49109	10.3	GOLD REEF	14-Nov-2019	14-Nov-2022	450	053975 CA	4-Apr-22
48	**Total**	Isabella Mine	**1,864.4**				**$**	**31,524**	

No	Name of Claim	Registration No.	Area (Hectares)	Type of Claim	Registration Date	Next Inspection	Inspection fees (USD)	Inspection Certificate No.	Date Inspected
1	RUSWAYI 1	37302	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
2	RUSWAYI 2	37303	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
3	RUSWAYI 3	37304	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
4	RUSWAYI 4	37305	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
5	RUSWAYI 5	37306	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
6	RUSWAYI 7	37307	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
7	RUSWAYI 8	37308	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
8	RUSWAYI 9	37309	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
9	RUSWAYI 10	37310	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
10	RUSWAYI 11	37311	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
11	RUSWAYI 12	37312	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
12	RUSWAYI 13	37313	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
13	RUSWAYI 14	37314	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
14	RUSWAYI 15	37315	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
15	RUSWAYI 16	37316	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
16	RUSWAYI 17	37317	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
17	RUSWAYI 18	37318	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
18	RUSWAYI 19	37319	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
19	RUSWAYI 20	37320	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
20	RUSWAYI 21	37321	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
21	RUSWAYI 22	37322	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
22	RUSWAYI 23	37323	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
23	RUSWAYI 24	37324	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
24	RUSWAYI 25	37325	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
25	RUSWAYI 26	37326	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
26	RUSWAYI 27	37327	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
27	RUSWAYI 28	37328	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
28	RUSWAYI 29	37329	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
29	RUSWAYI 30	37330	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
30	RUSWAYI 31	37331	10	GOLD REEF	15-Dec-1995	15-Dec-2022	300	057713 CA	4-Apr-22
31	RUSWAYI 33	40143	10	GOLD REEF	5-Jan-2001	5-Jan-2023	300	057713 CA	4-Apr-22
32	RUSWAYI 34	40144	10	GOLD REEF	5-Jan-2001	5-Jan-2023	300	057713 CA	4-Apr-22
33	RUSWAYI 35	40145	10	GOLD REEF	5-Jan-2001	5-Jan-2023	300	057713 CA	4-Apr-22
33	**Total**	McCays Mine	**330**				**$ 9,900**		

No	Name of Claim	Registration No.	Area (Hectares)	Type of Claim	Registration Date	Next Inspection Date	Inspection fees (USD)	Inspection Certificate No.	Date Inspected
1	CHIKOSI 1	37441	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
2	CHIKOSI 2	37442	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
3	CHIKOSI 3	37443	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
4	CHIKOSI 4	37444	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
5	CHIKOSI 5	37404	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
6	CHIKOSI 6	37405	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
7	CHIKOSI 7	37406	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
8	CHIKOSI 8	37407	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
9	CHIKOSI 9	37408	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
10	CHIKOSI 10	37409	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
11	CHIKOSI 11	37410	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
12	CHIKOSI 12	37411	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
13	CHIKOSI 13	37412	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
14	CHIKOSI 14	37413	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
15	CHIKOSI 15	37414	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
16	CHIKOSI 16	37415	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
17	CHIKOSI 17	37416	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
18	CHIKOSI 18	37417	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
19	CHIKOSI 19	37418	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
20	CHIKOSI 20	37419	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
21	CHIKOSI 21	37420	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
22	CHIKOSI 22	37421	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
23	CHIKOSI 23	37422	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
24	CHIKOSI 24	37423	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
25	CHIKOSI 25	37424	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
26	CHIKOSI 26	37425	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
27	CHIKOSI 27	37426	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
28	CHIKOSI 28	37427	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
29	CHIKOSI 29	37428	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
30	CHIKOSI 30	37429	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
31	CHIKOSI 31	37430	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
32	CHIKOSI 32	37431	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
33	CHIKOSI 33	37432	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
34	CHIKOSI 34	37433	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
35	CHIKOSI 35	37434	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
36	CHIKOSI 36	37435	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
37	CHIKOSI 37	37436	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
38	CHIKOSI 38	37437	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
39	CHIKOSI 39	37438	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
40	CHIKOSI 40	37439	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
41	CHIKOSI 41	37440	10	GOLD REEF	8-Mar-1996	8-Mar-2023	300	057713 CA	4-Apr-22
42	CHIKOSI SW	39842	10	GOLD REEF	4-Jun-1999	4-Jun-2022	300	053975 CA	23-Apr-21
43	CHIKOSI SW2	39843	10	GOLD REEF	4-Jun-1999	4-Jun-2022	300	053975 CA	23-Apr-21
44	CHIKOSI SW3	39844	10	GOLD REEF	4-Jun-1999	4-Jun-2022	300	053975 CA	23-Apr-21
45	CHIKOSI SW4	39845	10	GOLD REEF	4-Jun-1999	4-Jun-2022	300	053975 CA	23-Apr-21
46	CHIKOSI SW5	39846	10	GOLD REEF	4-Jun-1999	4-Jun-2022	300	053975 CA	23-Apr-21
47	CHIKOSI SW6	39847	10	GOLD REEF	4-Jun-1999	4-Jun-2022	300	053975 CA	23-Apr-21
47	**Total**	Bubi Mine	**470**				**$**	**14,100**	

SCHEDULE 11

Claims not related to the Project

No	Name of Claim	Registration No.	Area (Hectares)	Type of Claim	Registration Date	Next Inspection Date	Inspection fees (USD)	Inspection Certificate No.	Date Inspected
1	WHEN 1	35065	10	GOLD REEF	18-Jun-1990	18-Jun-2022	300	053975 CA	23-Apr-21
2	WHEN 2	35066	10	GOLD REEF	18-Jun-1990	18-Jun-2022	300	053975 CA	23-Apr-21
3	WHEN 3	35067	10	GOLD REEF	18-Jun-1990	18-Jun-2022	300	053975 CA	23-Apr-21
4	WHEN 4	35068	10	GOLD REEF	18-Jun-1990	18-Jun-2022	300	053975 CA	23-Apr-21
5	WHEN 5	35069	10	GOLD REEF	18-Jun-1990	18-Jun-2022	300	053975 CA	23-Apr-21
6	WHEN 6	35070	10	GOLD REEF	18-Jun-1990	18-Jun-2022	300	053975 CA	23-Apr-21
7	WHEN 7	35071	10	GOLD REEF	18-Jun-1990	18-Jun-2022	300	053975 CA	23-Apr-21
8	WHEN 8	35072	10	GOLD REEF	18-Jun-1990	18-Jun-2022	300	053975 CA	23-Apr-21
9	WHEN 9	35073	10	GOLD REEF	18-Jun-1990	18-Jun-2022	300	053975 CA	23-Apr-21
10	WHEN 10	35074	10	GOLD REEF	18-Jun-1990	18-Jun-2022	300	053111 CA	23-Apr-21
11	WHEN 11	35075	10	GOLD REEF	18-Jun-1990	18-Jun-2022	300	053975 CA	23-Apr-21
12	WHEN 12	35076	10	GOLD REEF	18-Jun-1990	18-Jun-2022	300	053975 CA	23-Apr-21
13	WHEN 13	35077	10	GOLD REEF	18-Jun-1990	18-Jun-2022	300	053975 CA	23-Apr-21
14	WHEN 14	35078	10	GOLD REEF	18-Jun-1990	18-Jun-2022	300	053975 CA	23-Apr-21
15	WHEN 15	35079	10	GOLD REEF	18-Jun-1990	18-Jun-2022	300	053975 CA	23-Apr-21
16	WHEN 16	35080	10	GOLD REEF	18-Jun-1990	18-Jun-2022	300	053975 CA	23-Apr-21
17	WHEN 17	35081	10	GOLD REEF	18-Jun-1990	18-Jun-2022	300	053975 CA	23-Apr-21
18	WHEN 18	35082	10	GOLD REEF	18-Jun-1990	18-Jun-2022	300	053975 CA	23-Apr-21
19	WHEN 23	12049 BM	38	BASE METAL	6-Oct-2004	6-Oct-2022	1,200	057345 CA	29-Oct-21
20	WHEN 24	12050 BM	80	BASE METAL	6-Oct-2004	6-Oct-2022	2,400	057345 CA	29-Oct-21
21	WHEN 25	12051 BM	150	BASE METAL	6-Oct-2004	6-Oct-2022	4,500	057345 CA	29-Oct-21
22	WHEN 26	12052 BM	119	BASE METAL	6-Oct-2004	6-Oct-2022	3,600	057345 CA	29-Oct-21
23	WHEN 27	12053 BM	150	BASE METAL	6-Oct-2004	6-Oct-2022	4,500	057345 CA	29-Oct-21
24	WHEN 28	12054 BM	47	BASE METAL	6-Oct-2004	6-Oct-2022	1,500	057345 CA	29-Oct-21
25	WHEN 29	12055 BM	150	BASE METAL	6-Oct-2004	6-Oct-2022	4,500	057345 CA	29-Oct-21
26	WHEN 30	12056 BM	150	BASE METAL	6-Oct-2004	6-Oct-2022	4,500	057345 CA	29-Oct-21
27	WHEN 31	12057 BM	69	BASE METAL	6-Oct-2004	6-Oct-2022	2,100	057345 CA	29-Oct-21
28	WHEN 32	12058 BM	150	BASE METAL	6-Oct-2004	6-Oct-2022	4,500	057345 CA	29-Oct-21
29	WHEN 33	12059 BM	150	BASE METAL	6-Oct-2004	6-Oct-2022	4,500	057345 CA	29-Oct-21
30	WHEN 34	12060 BM	87	BASE METAL	6-Oct-2004	6-Oct-2022	2,700	057345 CA	29-Oct-21
31	WHEN 35	12061 BM	137	BASE METAL	6-Oct-2004	6-Oct-2022	4,200	057345 CA	29-Oct-21
32	WHEN 36	12062 BM	150	BASE METAL	6-Oct-2004	6-Oct-2022	4,500	057345 CA	29-Oct-21
33	WHEN 37	12063 BM	150	BASE METAL	6-Oct-2004	6-Oct-2022	4,500	057345 CA	29-Oct-21
33	**Total**	When Mine	**1,957**				**$ 59,100**		

No	Name of Claim	Registration No.	Area (Hectares)	Type of Claim	Registration Date	Next Inspection Date	Inspection fees (USD)	Inspection Certificate	Date Inspected
1	FERRORO N	10540 BM	129	COPPER	19-Nov-1976	19-Nov-2022	3,900	057713 CA	4-Apr-22
2	FERRORO N2	10541 BM	123	COPPER	19-Nov-1976	19-Nov-2022	3,750	057713 CA	4-Apr-22
3	FERRORO N3	10542 BM	100	COPPER	19-Nov-1976	19-Nov-2022	3,000	057713 CA	4-Apr-22
4	FERRORO S3	10545 BM	132	COPPER	19-Nov-1976	19-Nov-2022	4,050	057713 CA	4-Apr-22
5	SANDY	10546 BM	150	COPPER	2-Dec-1976	2-Dec-2022	4,500	057713 CA	4-Apr-22
6	SANDY 2	10547 BM	144	COPPER	2-Dec-1976	2-Dec-2022	4,350	057713 CA	4-Apr-22
7	SANDY W	10552 BM	150	COPPER	2-Dec-1976	2-Dec-2022	4,500	057713 CA	4-Apr-22
8	SANDY W2	10553 BM	150	COPPER	2-Dec-1976	2-Dec-2022	4,500	057713 CA	4-Apr-22
9	SANDY W3	10554 BM	150	COPPER	2-Dec-1976	2-Dec-2022	4,500	057713 CA	4-Apr-22
10	SANDY W4	10555 BM	150	COPPER	2-Dec-1976	2-Dec-2022	4,500	057713 CA	4-Apr-22
11	SANDY W5	10556 BM	150	COPPER	2-Dec-1976	2-Dec-2022	4,500	057713 CA	4-Apr-22
11	**Total**		**1,528**				**$ 46,050**		

No	Name of Claim	Registration No.	Area (Hectares)	Type of Claim	Registration Date	Next Inspection Date	Inspection fees (USD)	Inspection Certificate No.	Date Inspected
1	EASTNOR A	17538 BM	150	LIMESTONE	27-Mar-2019	27-Mar-2023	4,500	057713 CA	4-Apr-22
2	EASTNOR BASE A	17575 BM	150	LIMESTONE	14-Nov-2019	14-Nov-2022	4,500	057345 CA	5-Oct-21
3	EASTNOR BASE B	17577 BM	150	LIMESTONE	15-Nov-2019	15-Nov-2022	4,500	057345 CA	5-Oct-21
3	**Total**		**450**				**$ 13,500**		

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED AS A DEED by Mark Learmonth)
duly authorised for and on behalf of)
CALEDONIA MINING)
CORPORATION PLC in the presence of:)

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED AS A DEED by
Victor Robinson Gapare)
duly authorised for and on behalf of)
TOZIYANA RESOURCES)
LIMITED in the presence of:)

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED AS A DEED by
Xiangwei Weng)
duly authorised for and on behalf of)
INFINITE TREASURE LIMITED)
in the presence of:)

Signature of witness

Name of witness

Address of witness

Occupation of witness

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED AS A DEED by Mark Learmonth)
duly authorised for and on behalf of)
CALEDONIA MINING)
CORPORATION PLC in the presence of:)

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED AS A DEED by
Victor Robinson Gapare)
duly authorised for and on behalf of)
TOZIYANA RESOURCES)
LIMITED in the presence of:)



Signature of witness

Name of witness DARLINGTON MARUDA

Address of witness 3 CECIL RHODES DRIVE, NEWLANDS HARARE

Occupation of witness FINANCIAL CONTROLLER

EXECUTED AS A DEED by
Xiangwei Weng)
duly authorised for and on behalf of)
INFINITE TREASURE LIMITED)
in the presence of:)

Signature of witness

Name of witness

Address of witness

Occupation of witness

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED AS A DEED by Mark Learmonth)
duly authorised for and on behalf of)
CALEDONIA MINING)
CORPORATION PLC in the presence of:)

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED AS A DEED by
Victor Robinson Gapare)
duly authorised for and on behalf of)
TOZIYANA RESOURCES)
LIMITED in the presence of:)

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED AS A DEED by
Xiangwei Weng)
duly authorised for and on behalf of)
INFINITE TREASURE LIMITED) Xiangwei Weng
in the presence of:)

Signature of witness

Name of witness Chuan JIANG

Address of witness
Suite 1008, Tower C1, Oriental Plaza, DongCheng District, Beijing 100738
Occupation of witness
Chief Legal

7050041849

EXECUTED AS A DEED by)
BAKER STEEL RESOURCES TRUST LIMITED)
acting by)

David Staples, a director)
)
in the presence of:)

Signature of witness

Name of witness Mark Ellis

Address of witness c/o Arnold House, St Julian's Avenue, St Peter Port, Guernsey, GY1 3NF

Occupation of witness Head of HSBC Securities Services (Guernsey) Limited

DATED 3 January 2023

TOZIYANA RESOURCES LIMITED

INFINITE TREASURE LIMITED

BAKER STEEL RESOURCES TRUST LIMITED

- and -

CALEDONIA MINING CORPORATION PLC

DEED OF AMENDMENT

in respect of a sale and purchase agreement

for the sale and purchase of the share capital of

Bilboes Gold Limited

THIS AGREEMENT is dated 3 January 2023

BETWEEN:

(1) **TOZIYANA RESOURCES LIMITED** being a company incorporated in Mauritius whose registered office is at c/o Maitland (Mauritius) Limited, Suite 420, 4th Floor Barkly Wharf, Le Caudan Waterfront, Port-Louis, Mauritius ("**Toziyana**");

(2) **INFINITE TREASURE LIMITED** being a company incorporated in the British Virgin Islands whose registered office is at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands ("**Infinite Treasure**");

(3) **BAKER STEEL RESOURCES TRUST LIMITED** being a company incorporated in the Channel Islands whose registered office is at Arnold House, St Julian's Avenue, St Peter Port, Guernsey, Channel Islands ("**Baker Steel**" and together with Toziyana and Infinite Treasure, the "**Sellers**"); and

(4) **CALEDONIA MINING CORPORATION PLC** (registered number 120924) whose registered office is at B006 Millais House, Castle Quay, Jersey, Channel Islands JE3 3EF (the "**Buyer**").

BACKGROUND:

A. On 21 July 2022 the Sellers and the Buyer entered into an agreement for the sale and purchase of the whole of the issued share capital of Bilboes Gold Limited, which was subsequently amended on 22 September 2022 (the "**SPA**").

B. The Sellers and the Buyer are entering into this Agreement in order to amend the SPA to reflect the correct issued share capital of Bilboes Holdings (Private) Limited, a company incorporated in Zimbabwe with registered number 113/82 (the "**Subsidiary**").

IT IS AGREED as follows:

1. Interpretation

1.1 Defined terms used in this Agreement shall, unless defined in this Agreement, have the meanings given to them in the SPA.

1.2 Clause 1.2 of the SPA shall be deemed to be incorporated in this Agreement as if set out in this Agreement in full.

2. Amendment to the SPA

2.1 The table headed "Particulars of the Subsidiary" set out at Part 2 of Schedule 2 of the SPA shall be amended such that:

(a) the wording set out opposite "Name:" in that table shall be deleted and replaced with:

"Bilboes Holdings (Private) Limited"; and

(b) the wording set out opposite "Issued Share Capital:" in that table shall be deleted and replaced with:

"1,730,521 ordinary shares of US$0.01 each; 27,655 preference shares of US$0.01 each".

3. General

The provisions of Clause 13 (Confidential Information), Clause 14 (Termination), Clause 15 (Remedies and Waiver), Clause 16 (Successors and Assigns), Clause 17 (Non-Merger on Completion), Clause 18 (Illegality and Unenforceability), Clause 19 (No Partnership/Agency), Clause 20 (Further Assurance), Clause 21 (Variations), Clause 22 (Announcements), Clause 23 (Notices), Clause 24 (Costs and Expenses), Clause 25 (Payments under this Agreement), Clause 26 (Inadequacy of Damages), Clause 27 (Whole Agreement), Clause 28 (Counterparts), Clause 29 (Rights of Third Parties) and Clause 30 (Governing Law and Jurisdiction) of the SPA shall apply mutatis mutandis to this Agreement.

AS WITNESS this Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED AS A DEED)
by Mark Learmonth)
duly authorised for and on behalf of)
CALEDONIA MINING)
CORPORATION PLC in the presence of:)



Signature of witness



Name of witness Adam Chester

Address of witness B006 Millais House, Castle Quay, St Helier, Jersey JE2 3EF

Occupation of witness Lawyer

EXECUTED AS A DEED)
by)
duly authorised for and on behalf of)
TOZIYANA RESOURCES)
LIMITED in the presence of:)

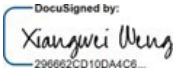
Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED AS A DEED)
by Xiangwei Weng)
duly authorised for and on behalf of)
INFINITE TREASURE LIMITED)
in the presence of:)



Signature of witness



Name of witness Chuan Jiang

Address of witness Unit 1008, Tower C1, Oriental Plaza, Beijing, China

Occupation of witness In House Counsel

EXECUTED AS A DEED)
by .....)
duly authorised for and on behalf of)
CALEDONIA MINING)
CORPORATION PLC in the presence of:)

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED AS A DEED)
by VICTOR ROBINSON GARARE)
duly authorised for and on behalf of)
TOZIYANA RESOURCES)
LIMITED in the presence of:)

Signature of witness

Name of witness KUDAKWASHE JONGA

Address of witness 3 CECIL RHODES DRIVE NEWLANDS HARARE ZIMBABWE

Occupation of witness FINANCE MANAGER

EXECUTED AS A DEED)
by .....)
duly authorised for and on behalf of)
INFINITE TREASURE LIMITED)
in the presence of:)

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED AS A DEED by)
BAKER STEEL RESOURCES TRUST)
LIMITED)
acting by

John Falla , a director)

)
in the presence of:)

DocuSigned by:
4C36A1CB29F84EF...

Signature of witness

DocuSigned by:
E6919CCD8FC04B4...

Name of witness Elizabeth T A Bridge

Address of witness La Fontaine Farm, Vale Road, St Sampsons, Guernsey, GY2 4DS

Occupation of witness Accountant

DATED 20 April 2023

TOZIYANA RESOURCES LIMITED

INFINITE TREASURE LIMITED

SHINING CAPITAL HOLDINGS II L.P.

BAKER STEEL RESOURCES TRUST LIMITED

- and -

CALEDONIA MINING CORPORATION PLC

DEED OF AMENDMENT

in respect of a sale and purchase agreement

for the sale and purchase of the share capital of

Bilboes Gold Limited

THIS AGREEMENT is dated 20 April 2023

BETWEEN:

1. **TOZIYANA RESOURCES LIMITED** being a company incorporated in Mauritius whose registered office is at c/o Maitland (Mauritius) Limited, Suite 420, 4th Floor Barkly Wharf, Le Caudan Waterfront, Port-Louis, Mauritius ("**Toziyana**");

2. **INFINITE TREASURE LIMITED** being a company incorporated in the British Virgin Islands whose registered office is at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands ("**Infinite Treasure**");

3. **SHINING CAPITAL HOLDINGS II L.P.** of 190 Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands ("**Shining Capital**");

4. **BAKER STEEL RESOURCES TRUST LIMITED** being a company incorporated in the Channel Islands whose registered office is at Arnold House, St Julian's Avenue, St Peter Port, Guernsey, Channel Islands ("**Baker Steel**" and together with Toziyana and Infinite Treasure, the "**Sellers**"); and

5. **CALEDONIA MINING CORPORATION PLC** (registered number 120924)

whose registered office is at B006 Millais House, Castle Quay, Jersey, Channel Islands JE3 3EF (the "**Buyer**").

BACKGROUND:

A. On 21 July 2022 the Sellers and the Buyer entered into an agreement for the sale and purchase of the whole of the issued share capital of Bilboes Gold Limited, which was subsequently amended on 22 September 2022 (to which amendment Shining Capital was a party and became the recipient of the shares issued by the Buyer to Infinite Treasure pursuant to the agreement) and on 3 January 2023 (which corrected an error in respect of the incorrectly stated share capital of Bilboes Holdings (Private) Limited) (the "**SPA**").

B. The Sellers and the Buyer are entering into this agreement in order to further amend the SPA to reflect an agreement between the Buyer, Infinite Treasure and Shining Capital that the Buyer should pay Shining Capital amounts equal to any dividends paid by the Company from Completion until the issue of the Escrow Consideration Shares as if the Escrow Consideration Shares had been issued at Completion in order to reflect a common commercial understanding between

those parties as to the treatment of the Escrow Consideration Shares.

IT IS AGREED as follows:

1. Interpretation

1.1 Defined terms used in this agreement shall, unless defined in this agreement, have the meanings given to them in the SPA.

1.2 Clause 1.2 of the SPA shall be deemed to be incorporated in this agreement as if set out in this agreement in full.

2. Amendment to the SPA

2.1 A new clause 4.17 shall be inserted in the SPA after clause 4.16 to read as follows: "4.17 Following the issue of the Escrow Consideration Shares, the Buyer shall as soon as practicable pay the holder of the Escrow Consideration Shares in cash amounts equal to any dividends paid by the Company from Completion until the issue of the Escrow Consideration Shares as if the Escrow Consideration Shares had been issued at Completion."

2.2 The Escrow Consideration Shares were issued to Shining Capital on 4 April 2023 and the Buyer paid a dividend of US$0.14 on each of its shares on 27 January 2023. Therefore, it is agreed that the total amount payable in cash to Shining Capital pursuant to clause 4.17 given the number of Escrow Consideration Shares of 441,095 shares is: 441,095 x 0.14 = US$61,753.30. It is agreed between the Buyer, Infinite Treasure and Shining Capital that this amount shall be paid as soon as practicable after execution of this agreement to the following bank account of Shining Capital:

Beneficiary Bank: Credit Suisse AG, Hong Kong Branch

SWIFT ID: CSHKHKHH

Beneficiary account: HK-901203

Beneficiary name: SHINING CAPITAL HOLDINGS II L.P.

3. General

The provisions of Clause 13 (Confidential Information), Clause 14 (Termination), Clause 15 (Remedies and Waiver), Clause 16 (Successors and Assigns), Clause

17 (Non-Merger on Completion), Clause 18 (Illegality and Unenforceability), Clause 19 (No Partnership/Agency), Clause 20 (Further Assurance), Clause 21 (Variations), Clause 22 (Announcements), Clause 23 (Notices), Clause 24 (Costs and Expenses), Clause 25 (Payments under this Agreement), Clause 26 (Inadequacy of Damages), Clause 27 (Whole Agreement), Clause 28 (Counterparts), Clause 29 (Rights of Third Parties) and Clause 30 (Governing Law and Jurisdiction) of the SPA shall apply mutatis mutandis to this Agreement.

AS WITNESS this agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED AS A DEED)
by .....)
duly authorised for and on behalf of)
INFINITE TREASURE LIMITED)
in the presence of:)

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED AS A DEED)
by .....)
duly authorised for and on behalf of)
SHINING CAPITAL HOLDINGS II L.P.)
in the presence of:)

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED AS A DEED by)
BAKER STEEL RESOURCES TRUST)
LIMITED)
acting by)
....., a director) .....
in the presence of:)

Signature of witness

Name of witness

Address of witness

Occupation of witness

EXECUTED AS A DEED)
by **Victor Gapare**)
duly authorised for and on behalf of)
TOZIYANA RESOURCES)
LIMITED in the presence of:)



Signature of witness 

Name of witness **Adam Chester**

Address of witness **St Helier, Jersey**

Occupation of witness **Lawyer**

EXECUTED AS A DEED)
by **John Mark Learmonth**)
duly authorised for and on behalf of)
CALEDONIA MINING)
CORPORATION PLC in the presence of:)



Signature of witness 

Name of witness **Adam Chester**

Address of witness **St Helier, Jersey**

Occupation of witness **Lawyer**

NET SMELTER RETURNS

ROYALTY DEED

AMONG

CALEDONIA MINING CORPORATION PLC

AND

BILBOES HOLDINGS (PRIVATE) LIMITED

AND

BAKER STEEL RESOURCES TRUST LIMITED

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EXHIBIT I – THE PROPERTY

EXHIBIT II – THE ROYALTY AREA

NET SMELTER RETURNS ROYALTY DEED

THIS DEED is dated as of the 6 day of January, 2023

AMONG:

CALEDONIA MINING CORPORATION PLC, a company governed by the laws of Jersey with company number 120924 with its registered address at B006 Millais House, Castle Quay, St Helier, Jersey JE2 3EF Channel Islands

("**Caledonia**")

AND

BILBOES HOLDINGS (PRIVATE) LIMITED, a company governed by the laws of the Republic of Zimbabwe with registered number 113/82 with its registered address at 3 Cecil Rhodes Drive, Newlands, P O Box 3503, Harare, Zimbabwe

(the "**Payor**")

AND

BAKER STEEL RESOURCES TRUST LIMITED, a company validly subsisting under the laws of Guernsey with registered number 51576 with its registered address at Arnold House, St. Julian's Avenue, St. Peter Port, Guernsey, GY1 3NF Channel Islands

(the "**Royalty Holder**")

WHEREAS the Royalty Holder and Caledonia, amongst others, entered into a Purchase Agreement (as defined below) pursuant to which Caledonia agreed to purchase the entire issued share capital of Bilboes Gold Limited, which owns all of the shares of the Payor, from, amongst others, the Royalty Holder;

AND WHEREAS under the terms of the Purchase Agreement the parties shall enter into this Deed and the Payor shall grant and convey to the Royalty Holder a 1.0% net smelter royalty on Completion (as defined in the Purchase Agreement);

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Deed and for other good and valuable consideration (the receipt and adequacy of which are acknowledged), the Parties agree as follows:

WITNESSETH by this Deed the Parties' covenants and agreements as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Deed, unless otherwise provided:

(a) "**Acceptable Accounting Standards**" means International Financial Reporting Standards as issued by the International Accounting Standards Board.

(b) "**Affiliate**" means with respect to a person, any other person that directly, or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with, the subject person.

(c) "**Alien Product**" shall have the meaning given in Clause 4.3(a).

(d) "**Allowable Deductions**" means, for any Quarter, all costs, charges and expenses paid, incurred or suffered by the Payor during that Quarter for or with respect to Products in respect of:

(i) third party smelting or refining of Products, including any penalties;

(ii) weighing, sampling, assaying, umpire and representation services;

(iii) transportation of Products from the Property to the place of third party processing (including loading, freight, insurance, security, handling, port, demurrage, delay, and forwarding expenses incurred by reason of or in the course of transportation);

(iv) insurance in respect of the transportation of Products; and

(v) any early settlement discount paid to the smelter of the Products including but not limited to Fidelity Printers and Refiners (Private) Limited;

and, for purposes of clarity, there shall be no deductions:

(vi) pertaining to any crushing, milling or the processing of material through a CIL Plant; or

(vii) in respect of a Loss, unless Allowable Deductions were incurred by the Payor in respect of the Products that were the subject of the Loss.

(e) "**Annual Report**" means a written report including:

(i) an updated mine operating plan and forecast production pertaining to the year of the report;

(ii) a summary of any material permits needed to implement the mine operating plan (with a description of any permits that could suspend or impede production if not obtained);

(iii) if available, an updated resource and reserve statement in respect of the Property; and

(iv) a reconciliation between the information provided in the Quarterly financial statements and final annual information.

(f) "**Blanket Mine**" means the Blanket Gold Mine located in the south-west of Zimbabwe approximately 15 kilometres west of Gwanda and owned by Blanket Mine (1983) (Private) Limited, a 64% subsidiary of Caledonia.

(g) "**Business Day**" means a day that is not a Saturday, Sunday or any other day which is a statutory holiday or a bank holiday in either Harare, Zimbabwe, London, England, or Jersey and Guernsey, Channel Islands.

(h) "**CIL Plant**" means a carbon-in leach plant.

(i) "**Commingle**" shall have the meaning given in Clause 4.3(a); and "**Commingling**" and "**Commingled**" shall have corresponding meanings.

(j) "**Concentrate**" means any material resulting from the separation, washing, treatment, beneficiation or other form of processing of Ore, including any processing of Products via a CIL Plant.

(k) "**Control**" or "**Controlled**" means:

(i) when used as a verb:

(A) with respect to an entity, the ability, directly or indirectly through one or more intermediaries, to direct or cause the direction of the management and policies of the entity through the legal or beneficial ownership of voting securities or the right to appoint managers, directors or corporate management, or by contract, voting trust or otherwise; and

(B) with respect to a natural person, the actual or legal ability to control the actions of another, through family relationship, agency, contract or otherwise, and

(ii) when used as a noun, an interest that gives the holder the ability to exercise any of the powers described in clause (i).

(l) "**Deed**" means this net smelter returns royalty deed together with its exhibits.

(m) "**Further Right**" has the meaning given in Clause 5.2.

(n) "**Gross Revenue**", in respect of a Quarter, means:

(i) the Product Revenue in such period; plus

(ii) any proceeds of insurance received by or payable to the Payor or its Affiliates in such period due to Loss in respect of Products.

(o) "**Infertile Property**" has the meaning given in Clause 5.3.

(p) "**Loss**" means an insured loss of or damage to Products, whether or not occurring on or off the Property and whether the Products are in the possession of the Payor (and/or its Affiliates) or otherwise.

(q) "**Month**" means a calendar month.

(r) "**Net Smelter Returns**", in respect of a Quarter, means Gross Revenue for such Quarter less Allowable Deductions for such Quarter.

(s) "**Notice of Infertility**" has the meaning given in Clause 5.3.

(t) "**Ore**" means any material mined, extracted or otherwise won from the Royalty Area.

(u) "**Party**" or "**Parties**" means the Payor, the Royalty Holder and Caledonia.

(v) "**Payor**" has the meaning first set out herein, but should the Property be Transferred to any third party pursuant to the terms hereof then Payor shall mean the party to whom the Property was Transferred, subject to the provisions of Clause 7.2.

(w) "**Product**" means any mineral, metal, aggregate or other substance, including Ore and Concentrates, produced from the Royalty Area.

(x) "**Product Revenue**" means the aggregate of the following:

(i) actual revenue received in respect of gold and silver contained in Product that is delivered to a third party smelter or refinery, or other person, for purchase or processing; plus

(ii) any other revenue generated from the sale of Product; whether received by the Payor or an Affiliate thereof.

(y) "**Property**" means the mining claims listed in Exhibit I to this Deed, together with all Further Rights, as defined herein.

(z) "**Purchase Agreement**" means the sale and purchase agreement dated 21 July 2022 (as subsequently amended on 22 September 2022), entered into by Caledonia (as buyer) and the Royalty Holder and the other shareholders of Bilboes Gold Limited, which owns all of the shares of the Payor (as sellers).

(aa) "**Quarter**" means a calendar quarter consisting of three Months and commencing on the first day of every January, April, July and October, and "**Quarterly**" shall have a corresponding meaning.

(bb) "**Royalty**" means ONE PER CENTUM (1.0%) of Net Smelter Returns.

(cc) "**Royalty Area**" means the area covered by the Property, as set out in Exhibit II.

(dd) "**Royalty Cap**" means $90,000,000.

(ee) "**Settled Claim**" means a Claim (as defined in the Purchase Agreement) which has been:

(i) agreed in writing between the relevant parties as to both liability and quantum (if any); or

(ii) finally determined by arbitration as to both liability and quantum (if any) in accordance with the terms of the Purchase Agreement and, in relation to which, all rights of appeal have been exhausted or are debarred by the passage of time; or

(iii) confirmed in writing by the relevant parties to been withdrawn or abandoned.

(ff) "**Tax Deduction**" has the meaning given in Clause 3.7(a).

(gg) "**Transfer**" has the meaning given in Clause 7.1 and "**Transferee**" and "**Transferred**" shall have a corresponding meaning.

(hh) "**USD**" and "**$**" means the lawful currency for the time being of the United States of America.

(ii) "**Waste Materials**" has the meaning given in Clause 4.2(a).

(jj) "**When Claims**" means the following mining claims: (i) When 32 (registration #120580BM) 150 hectares (ii) When 33 (registration #12059BM) 150 hectares and (iii) When 36 (registration #12062BM) 150 hectares.

1.2 Exhibits

The Exhibits attached to this Deed are by reference incorporated into and form part of this Deed.

1.3 Governing Law and Dispute Resolution

(a) Any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

(b) Any dispute arising out of or in connection with this Deed, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which Rules are deed to be incorporated by reference into this Clause, and:

(i) the number of arbitrators shall be three;

(ii) the seat, or legal place, of arbitration shall be London, United Kingdom; and

(iii) the language to be used in the arbitral proceedings shall be English.

(c) The Royalty Holder hereby appoints K&L Gates LLP of One New Change, London EC4M 9AF as its agent for service of process, or such other agent(s) with offices in England as the Royalty Holder may notify to the Payor and Caledonia for the purpose. The Royalty Holder shall procure that, so long as it is under any liability contingent or otherwise to the Payor or Caledonia under or in connection with this Deed, there shall be in force such an appointment as aforesaid and, failing such appointment by the Royalty Holder within 30 days after demand by either of the Payor or Caledonia, the
Payor or Caledonia (as the case

may be) shall be entitled to appoint at the Royalty Holder's expense any person of their choice to act as such agent.

(d) Each of the Payor and Caledonia hereby appoint Memery Crystal (a trading name of RBG Legal Services Limited) of 165 Fleet Street, London EC4A 2DY as its agent for service of process, or such other agent(s) with offices in England as either of them may notify to the Royalty Holder for the purpose. Each of the Payor and Caledonia shall procure that, so long as it is under any liability contingent or otherwise to the Royalty Holder under or in connection with this Deed, there shall be in force such an appointment as aforesaid and, failing such appointment by any of them within 30 days after demand by the Royalty Holder, the Royalty Holder shall be entitled to appoint at the the Payor's or Caledonia's expense (as appropriate) any person of the Royalty Holder's choice to act as such agent.

1.4 Severability

If any provision contained in this Deed is held to be invalid, illegal or unenforceable in any respect under the laws of any foreign jurisdiction (such as the laws of Zimbabwe), the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby under the laws of England and Wales.

1.5 Calculation of Time

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

1.6 Headings

The headings to the articles and Clauses of this Deed are inserted for convenience only and will not affect the construction hereof.

1.7 Other Matters of Interpretation

In this Deed:

(a) the singular includes the plural and vice versa;

(b) the masculine includes the feminine and vice versa;

(c) references to "articles" and "Clauses" are to articles and Clauses of this Deed, 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) the words "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions when used in this Deed refer to the whole of this Deed and not to any particular article, part, Clause, exhibit or portion thereof; and

(f) any express reference to an enactment (which includes any legislation in any jurisdiction) includes reference to:

(i) that enactment as amended, extended or applied by or under any other enactment before or after the date of this Deed;

(ii) any enactment which that enactment re-enacts (with or without modification); and

(iii) any subordinate legislation (including regulations) made (before or after the date of this Deed) under that enactment, as re-enacted, amended, extended or applied as described in paragraph (i) above or under any enactment referred to in paragraph (ii) above; and

(iv) a "person" includes any individual, corporation, limited liability company, partnership, firm, joint venture, syndicate, association, trust, governmental agency or board or commission or authority and any other form of entity or organization.

ARTICLE 2
ROYALTY GRANT

2.1 Grant of Royalty

The Payor hereby grants, conveys and agrees to pay to the Royalty Holder the Royalty, on the terms and conditions specified in this Deed.

2.2 Duration of Royalty

The Royalty created hereby shall be perpetual, it being the intent of the Parties that, to the extent allowed by applicable law, regulation or decree, the Royalty shall constitute a vested interest in and a covenant running with the land affecting the Property and all additions and successions thereof, whether created privately or through governmental action and shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assignees.

ARTICLE 3
ROYALTY PAYMENTS

3.1 Payment Commencement

The Royalty is granted, and the obligation to pay the Royalty when owing pursuant to the terms of this Deed shall commence, as of the date hereof.

3.2 Due Date

Royalty payments shall be due and payable Quarterly on the last day of the first Month following the end of the Quarter in which such payment accrued (i.e., April 30, July 31, October 31 and January 31, as the case may be). Without limiting the rights of the Royalty Holder in relation to any breach of this Deed by the Payor, if the Payor fails to pay the Royalty when due, then the Payor shall be liable for interest payable at the rate of 2% per Month on any balance overdue, compounded monthly.

3.3 Royalty Statements

Royalty payments will be accompanied by a statement showing in reasonable detail on a Product- by-Product basis for the relevant Quarter:

(a) the quantities and grades of Products produced;

(b) the quantities and grades of Products sold;

(c) the actual proceeds of sales received in the Quarter;

(d) the Allowable Deductions in the Quarter; and

(e) any other pertinent information in sufficient detail to explain the calculation of the Royalty payment.

The Royalty Holder shall have the further right to request any information that is necessary or desirable to clarify the payment of Royalty and the Payor shall forthwith provide any such information.

3.4 Provisional Settlements

Where a sale of Products (including an insurance settlement in respect of a Loss) is made on a provisional basis, the amount of the Royalty payable shall be based upon the amount of metal or other Products included in (or the value of the Loss credited by) such provisional settlement, but will be adjusted to account for the amount of metal or other Products (or the value of the Loss) established by final settlement with the smelter, refinery or other purchaser (or insurer), as the case may be.

3.5 Books and Records

All books and records used by the Payor to calculate the Royalty due hereunder shall be kept according to Acceptable Accounting Standards. The Royalty Holder shall have the right, upon reasonable notice to the Payor, to inspect and copy all books, records and information pertaining to the calculation and value of the Royalty once in each calendar year; provided that such inspections shall not unreasonably interfere with the Payor's activities with respect to the Property.

3.6. Payment Form and Challenge

(a) All Royalty payments made under this Deed shall be made Quarterly in USD by way of wire transfer to such account or accounts as the Royalty Holder may designate hereunder, from time to time.

(b) Subject to Clause 3.6(d), a Quarterly Royalty payment shall be considered final (and non- contestable), unless the Royalty Holder gives written notice to the Payor describing and setting forth a specific objection to the determination thereof within twelve (12) Months of its receipt of the applicable Quarterly Royalty statement. If the Royalty Holder duly objects to a particular Quarterly Royalty statement, then the Royalty Holder shall have the right, upon reasonable notice and at a reasonable time, to have the Payor's accounts and records relating to the calculation of the Royalty payment in question audited by a chartered accountant selected by the Royalty Holder and the Payor, or failing agreement between them within 30 days, by a chartered accountant selected by the President for the time being of the Institute of Chartered Accountants in England and Wales. If such chartered accountant, who shall act as an expert and not as arbitrator, determines that there has been a deficiency or an excess in such payment, then, save in the case of manifest error, his determination shall be final and binding and such deficiency or excess shall be resolved by immediate cash payment.

(c) The Royalty Holder shall pay all costs of any Royalty audit conducted pursuant to Clause 3.6(b), unless a deficiency of more than 3% has been established to be owing to the Royalty Holder, in which event the Payor shall pay the costs of such audit.

(d) Failure on the part of the Royalty Holder to make claim on the Payor for adjustment within twelve (12) Months of its receipt of the applicable Quarterly Royalty statement shall preclude the filing of any objection thereto or the making of any future claim for adjustment thereon (absent fraud). For purposes of clarity, in no event shall the Payor contest, deny or refute the accuracy of a Royalty payment, nor attempt to make any adjustment to any future Royalty payments, in respect of a Royalty payment that is considered final pursuant to Clause 3.6(b).

3.7 Zimbabwe Restrictions

(a) All Royalty payments shall be made subject to withholding or deduction in respect of the Royalty for, or on account of, any present or future taxes, duties, assessments or governmental charges levied on such Royalty payments by or on behalf of any governmental authority having power and jurisdiction to tax and for which the Payor is obligated in law to withhold or deduct and remit to such governmental authority ("**Tax Deduction**"). The Payor shall set out in the statement referred to in Clause 3.3 any amount so withheld.

(b) It is recognised that Zimbabwe has certain laws or regulations in respect of the sale of Products containing gold.

3.8 No Payments In Kind

The Royalty Holder shall have no right to require the Payor to pay the Royalty in the form of physical product in kind.

3.9 Capped Payments

Notwithstanding anything else in this Deed, no Royalty payment shall be due once the aggregate of all Royalty payments made pursuant to this Deed equals the Royalty Cap.

ARTICLE 4
OPERATIONAL MATTERS

4.1. Control over Operations

The Payor may, but will not be obligated to, treat, mill, heap leach, sort, concentrate, refine or smelt, or otherwise process, beneficiate or upgrade, the ores, concentrates and other products derived from the Property prior to sale. Save as specifically provided for in this Deed:

(a) the Payor shall have sole discretion with regard to 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; and

(b) the Payor owes the Royalty Holder no duty to explore, develop or mine the Property, or to do so at any rate or in any manner.

4.2 Stockpilings and Tailings

(a) All tailings, residues, waste rock, spoiled leach materials, and other materials (collectively "**Waste Materials**") resulting from the Payor's operations and activities on the Property shall remain subject to the Royalty. In the event Waste Materials from the Property are processed or reprocessed, as the case may be, and regardless of where such processing or reprocessing occurs, the Royalty shall be payable on any resulting sale of Products.

(b) Notwithstanding the foregoing, the Payor shall have the right to deal with Waste Materials other than by way of sale, in its sole discretion.

(c) The Payor shall be entitled to temporarily stockpile, store or place ores, concentrates or other products derived from the Property in any locations owned, leased or otherwise controlled by the Payor on or off the Property, provided the same are appropriately identified as to ownership and origin and secured from loss, theft, tampering and contamination.

4.3 Commingling

(a) Subject to Clause 4.3(b)(i), the Payor shall be entitled to commingle ("**Commingle**") Products produced from the Property with products produced from any other properties ("**Alien Product**"), including the Blanket Mine.

(b) Notwithstanding the foregoing:

(i) where not reasonably practical to segment Product from Alien Product, then before any such products are Commingled:

(A) the Payor shall outline its proposal for measuring, sampling and treating the Commingled products;

(B) the Payor shall share or commission metallurgical data and studies showing the impact of Commingling on the recovery of gold, silver and any other minerals from the Product (and report any losses expected to arise therefrom); and

(C) where the metallurgical data projects a loss in recoveries of any minerals as a result of Commingling of Product with Alien Product, the Payor shall outline its proposal for compensating the Royalty Holder.

ARTICLE 5
PROPERTY MATTERS

5.1 Intention of Parties

(a) Subject to clause **Error! Reference source not found.**, it is the intention of the Parties that Royalty be payable over any Products produced, directly or indirectly, from the Royalty Area, where the Payor (or any of its Affiliates) now holds (through the Property) or acquires in the future (through a Further Right) any right, title or interest to mineral property that confers any right to explore, develop or mine Products, including where such holding or

acquisition is is held as of, or made after, the date hereof and subsequently disposed to a third party.

(b) The Royalty Holder acknowledges that there is a tribute over the When Claims in favour of Boss Para (Private) Limited ("**Tribute**") pursuant to a tribute agreement dated 1 June 2021 entered into by the Payor and Boss Para (Private) Limited ("**Tribute Agreement**"). The Royalty Holder agrees that the When Claims shall not form part of the Royalty Area and no Royalty shall be payable on the When Claims under this Deed until the earlier of:

(i) the expiry of the Tribute on 24 May 2024; or

(ii) the date on which the Tribute Agreement is terminated in accordance with its terms.

5.2 Obligation to Maintain and Perfect

(a) The Payor agrees to maintain the Property in good standing, subject to this Clause 5.2. If at any time the Payor or any Affiliate or successor or assignee of the Payor registers or otherwise acquires, directly or indirectly, any right to or interest in any exploration licence, prospecting licence, mining claim, lease, grant, concession, permit, patent or other mineral property or other rights or interests located wholly or partly within the boundaries of the Royalty Area ("**Further Right**"), such Further Right, but strictly only to the extent of that proportion of the Further Right that is within the boundaries of the Royalty Area and to that extent the expression Further Right shall be construed accordingly, shall thereafter become part of the Property. The Payor agrees to apply for, obtain or otherwise acquire (save for acquisitions from third parties involving material payments) all Further Rights available that perfect, extend or otherwise improve the existing rights of the Payor in respect of the Property.

(b) Caledonia agrees to ensure that any such Further Right is acquired by the Payor. Notwithstanding the provisions hereof, where a Further Right is acquired by Caledonia or any Affiliate of Caledonia other than the Payor, Caledonia agrees to, or agrees to cause the relevant Affiliate to, execute a similar deed to this Deed so as to ensure the payment of Royalty over the Royalty Area by such Affiliate.

5.3 Abandonment Process

Subject to Clause 5.1, the Payor may abandon the Property or any portion thereof (the "**Infertile Property**"), provided it first gives notice to the Royalty Holder ("**Notice of Infertility**"). Provided it is lawful to do so, the Royalty Holder may give, within 30 days of its receipt of a Notice of Infertility, notice to the Payor electing to have the Infertile Property transferred to it (or an Affiliate of the Royalty Holder) for consideration of $1.00. Should the Royalty Holder give such notice and pay for all transfer costs, as and when required, then the Payor shall use all reasonable commercial efforts to assist in the transfer of the Infertile Property to the Royalty Holder (or any such Affiliate); otherwise, the Payor may abandon the Infertile Property without any liability whatsoever to the Royalty Holder.

5.4 Reclamation Liabilities

The Payor hereby assumes all liabilities of the Royalty Holder in, to and under the Royalty Area and the Property that may arise from and after the date of this Deed, including but not limited to any and all environmental liabilities, any liabilities arising from this Deed and any liabilities arising in the future as

a result of legislative changes. The Payor shall be solely responsible for all costs, fines, damages, judgments, penalties or responsibilities (environmental and otherwise) in connection with the Royalty Area and the Property and for any and all work required to be performed in the Royalty Area in respect of rehabilitation or remedial work, whether arising prior to or subsequent to the date hereof.

5.5 Insurance

The Payor shall maintain insurances on and in relation to its business and assets against those risks and to the extent as is usual for companies carrying on the same or substantially similar business in Zimbabwe, including insurance protecting against the loss of Product (whether through theft, damage, accident or otherwise). All insurances shall be with reputable independent insurance companies or underwriters.

5.6 Registration on Title

The Parties agree that the Royalty Holder may, insofar as permitted under applicable law, regulations and governmental decree or written policy, register or record against title to the Property this Deed or such other form of notice, caution or other document(s) as it considers appropriate, acting reasonably, from time to time, to protect the Royalty Holder's right to receive the Royalty or other sums due under this Deed. The Parties hereby consent to such registering or recording and agree to co-operate with the Royalty Holder to accomplish the same. The Royalty Holder may also request that this Deed be re-executed by all Parties in the event of the grant of one or more Further Rights (in order to perfect the Royalty as an interest in land in respect of such Further Rights) and, where made, any such request shall be accommodated by the Parties.

5.7 Hedging of Product

The Payor may engage in forward sales, futures trading or commodity options trading and other price hedging, price protection and speculative arrangements ("**Trading Activities**"), which may involve the physical delivery of Products. None of the revenues, costs, profits or losses from Trading Activities shall be taken into account in calculating the Royalty, except where Products are actually delivered and title transferred pursuant to such transactions. In no event shall the Payor hold Product as inventory that is capable of sale (and cash settlement) for a period in excess of 30 days, once such Product has been beneficiated in accordance with normal standards and processes applicable to Payor’s business.

ARTICLE 6
REPORTS AND INSPECTIONS

6.1 Annual Reports

An Annual Report shall be delivered to the Royalty Holder by the Payor on or before the 1st day of March in each calendar year.

6.2 Technical Reports

If so requested by the Royalty Holder, the Payor shall cooperate with the Royalty Holder in respect to the preparation of a technical report, including a report in compliance with (Canadian) National Instrument 43-101 or (American) Regulation S-K, by:

(a) providing the Royalty Holder and its technical consultants with the right to access the Property for purposes of completing a site visit;

(b) providing the Royalty Holder and its technical consultants with accurate and complete technical data, records or information necessary to complete any such report;

(c) reviewing any draft technical report and providing comments thereon without unreasonable delay (and within 30 days); and

(d) providing any consent reasonably obtainable and necessary to enable the Royalty Holder and its technical consultants to rely upon any third party report;

provided, however, that any reasonable cost in respect of same is borne solely by the Royalty Holder. The Royalty Holder agrees that neither the Payor nor any of its Affiliates shall assume any liability in connection with any disclosure by the Royalty Holder or any of its Affiliates with respect to the Property, including any disclosure made in such a technical report.

6.3 Inspections

The Royalty Holder and/or its Affiliates (and their respective agents, representatives and up to five nominee guests) shall be entitled to enter the mine workings and structures on the Property at reasonable times upon reasonable advance notice for inspection thereof in furtherance of the objects of this Deed, but the Royalty Holder and/or its Affiliates (and their respective agents and representatives) shall so enter at their own risk and may not hinder or interfere with operations on or pertaining to the Property.

ARTICLE 7
TRANSFERS AND ASSIGNMENT

7.1 By the Royalty Holder

The Royalty Holder shall have the right, at any time after after all Claims (as defined in the Purchase Agreement) which have been made before 3 January 2024 or, if later, the first anniversary of Completion (as defined in the Purchase Agreement) have become Settled Claims, and from time to time, to sell, assign or otherwise transfer ("**Transfer**"), in whole or in part, its right, title and interest in and to the Royalty and its interest in and to this Deed, provided that:

(a) the necessary approvals, including but not limited to Reserve Bank of Zimbabwe exchange control approval if required, are in force for the Transferee to receive Royalty from the Payor;

(b) where the Royalty Holder Transfers only a portion of its right, title and interest in and to the Royalty or its interest in this Deed, the Royalty Holder shall act as agent of such Transferee in all respects, including the receipt of any payment of Royalty; and

(c) where the Royalty Holder Transfers all of its right, title and interest in and to the Royalty and its interest in this Deed, the Royalty Holder may request that the Payor execute a novation agreement (whereby the Transferee is entitled to the benefits and assumes the obligations of the Royalty Holder, and the Royalty Holder and Payor grant each other mutual releases from all obligations hereunder) and the Payor shall execute any reasonable documentation prepared by the Royalty Holder to give effect to same.

Notwithstanding the foregoing, nothing herein shall derogate from the obligation to pay Royalty in USD, and the Payor shall act as agent for the Royalty Holder and any Transferee, where applicable, in applying

for any necessary approvals from the Reserve Bank of Zimbabwe to effect any Royalty payments hereunder.

7.2 By Payor

The Payor shall be entitled to Transfer, mortgage, charge or otherwise encumber all or any part of the Property or the Products or the proceeds thereof and its rights and obligations under this Deed, provided the following conditions are satisfied:

(a) any Transferee shall agree, in advance and in writing in favour of the Royalty Holder, to be bound by the terms of this Deed including, without limitation, this Clause 7.2 (in such form as is prepared by the Royalty Holder, acting reasonably); and

(b) any mortgagee, chargee or encumbrancer of the Property or this Deed shall agree, in advance and in writing in favour of the Royalty Holder, to be bound by and subject to the terms of this Deed in the event it takes possession of or forecloses on all or part of the Property, and undertakes to obtain an agreement in writing in favour of the Royalty Holder from any subsequent Transferee of such mortgagee, chargeholder or encumbrancer that such subsequent Transferee will be bound by the terms of this Deed, including this Clause 7.2;

but nothing shall release the Payor from its obligations hereunder in any such circumstance, save where the Royalty Holder, in its sole discretion, agrees to release the Payor by separate instrument in writing.

ARTICLE 8
WARRANTIES

8.1 Warranties of All Parties

Each Party warrants to and in favor of each of the other Parties, as of the date hereof, the following (and acknowledges and agrees that each of the other parties is entering into this Deed on the basis of such warranties), namely:

(a) it is a company duly incorporated and organized and validly existing under the laws of its jurisdiction of incorporation;

(b) it has the corporate power, capacity, and authority to execute, deliver, and perform this Deed;

(c) this Deed creates valid and binding obligations on it duly enforceable against it in accordance with its terms; and

(d) the entry into and the exercise of its rights and the performance of its obligations under this Deed or any other documents to be executed in connection with it and the transactions contemplated by them will not constitute a breach or give rise to a default under:

(i) any applicable laws or regulations;

(ii) any order, decree, judgment, or other obligation binding on it of any court, governmental agency, or regulatory authority or other public body applicable to it or any of its assets;

(iii) any provision of its constitutional documents; or

(iv) any contract or other instrument to which it is a party or by which it is bound,

which in each case has or could have a material adverse effect on Payor's ability to execute or perform its obligations under this Deed or any other documents to be executed in connection with it.

8.2 Warranty Expiry

The foregoing warranties shall survive any transaction contemplated herein and shall remain valid for so long as this Deed is valid.

ARTICLE 9
MISCELLANEOUS

9.1 Competing Interests

This Deed and the rights and obligations of the Parties hereunder are strictly limited to the Royalty Area. Each Party will have the free and unrestricted right to enter into, conduct and benefit from any and all business ventures of any kind whatsoever, whether or not competitive with the activities undertaken pursuant hereto, without disclosing such activities to the other Party or inviting or allowing the other to participate therein, subject to Clause 5.1.

9.2 Confidentiality

The Royalty Holder shall not, without the prior written consent of Caledonia, which shall not be unreasonably delayed or withheld, disclose to any third party data or information obtained pursuant to this Deed which is not generally available to the public; provided, however, the Royalty Holder may disclose data or information so obtained without the consent of Caledonia:

(a) if required for compliance with laws, rules, regulations or orders of a governmental agency or stock exchange (or a sponsor or nominated advisor);

(b) to any of its Affiliates, employees, directors, officers or any of its consultants or advisors;

(c) to any third party to whom it, in good faith, wishes to secure finance or to share information in furtherance of a possible sale, assignment or transfer of the Infertile Property or the Royalty, as the case may be; or

(d) to a third party in respect of which the Royalty Holder or any Affiliate thereof contemplates a possible merger, amalgamation or other corporate reorganization;

provided, however, that in the case of (c) or (d) any such third party to whom disclosure is intended to be made has first agreed in writing with the Royalty Holder to protect the confidential nature of such information.

9.3 Amendment

This Deed may be amended, modified or supplemented only by a written agreement signed by all Parties.

9.4 No Partnership

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

9.5 Notice

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

(a) shall be in writing and signed by a person duly authorised by the sender;

(b) shall be delivered to the intended recipient by hand or email to the address or email address last notified by the intended recipient to the sender:

To Payor and / or Caledonia:

B006 Millais House
Castle Quay
St Helier
Jersey JE2 3EF
Attention: Adam Chester, General Counsel, Conmpany Secretary and Head of Risk and Compliance
Email: achester@caledoniamining.com with a copy to info@caledoniamining.com

To Royalty Holder:

Baker Steel Resources Trust Limited
c/o Baker Steel Resources Capital Managers LLP
34 Dover Street
London, W15 4NG
United Kingdom

Attention: T. Isnardi
Email: confirmations@bakersteelcap.com

With a copy (which shall not constitute notice) to

Fasken Martineau LLP
6th Floor
100 Liverpool St

London
EC2M 2AT

Attention: Al Gourley
Email: agourley@fasken.com

(c) shall be deemed to be duly given or made:

(i) in the case of delivery in person, when delivered; and

(ii) in the case of email, on the day it is received by the recipient;

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 or is sent or delivered later than 4:00 pm (Harare time) it shall be deemed to have been duly given or made at the commencement of business on the next Business Day.

9.6 Further Assurances

Each Party shall, at the request of another Party and at the requesting Party's expense, execute all such documents and take all such actions as may be reasonably required to effect the purposes and intent of this Deed.

9.7 No Waivers

No waiver of or with respect to any term or condition of this Deed shall be effective unless it is in writing and signed by the waiving Party, and then such waiver shall be effective only in the specific instance and for the purpose of 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 shall operate as a waiver thereof, nor shall 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.

9.8 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.

9.9 Counterparts

This Deed may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

9.10 Parties in Interest

This Deed shall enure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.

9.11 Termination

This Deed shall terminate on the earlier of: (a) 99 years from the date hereof; (b) the termination of this Deed by written notice given by the Royalty Holder; (c) the date upon which the aggregate of all

Royalty payments made pursuant to this Deed equals the Royalty Cap and (d) by written agreement signed by all the Parties.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Caledonia

Executed as a deed by CALEDONIA MINING CORPORATION PLC acting by John Mark Learmonth and Adam Chester who, in accordance with the laws of Jersey, are acting under the authority of the company

Mark Learmonth

Authorised signatory

Authorised signatory

Payor

Executed as a deed by BILBOES HOLDINGS (PRIVATE) LIMITED acting by _____ and _____ who, in accordance with the laws of the Republic of Zimbabwe, are acting under the authority of the company

Authorised signatory

Authorised signatory

Royalty Holder

Executed as a deed by BAKER STEEL RESOURCES TRUST LIMITED acting by its Investment Manager, BAKER STEEL CAPITAL MANAGERS LLP

Tino Isnardi

Authorised signatory

Trevor Steel

Authorised signatory

Royalty payments made pursuant to this Deed equals the Royalty Cap and (d) by written agreement signed by all the Parties.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Caledonia

Executed as a deed by CALEDONIA MINING CORPORATION PLC acting by John Mark Learmonth and Adam Chester who, in accordance with the laws of Jersey, are acting under the authority of the company

.....
Authorised signatory

.....
Authorised signatory

Payor

Executed as a deed by BILBOES HOLDINGS (PRIVATE) LIMITED acting by VICTOR GAPARE and Enoch S Chiwara who, in accordance with the laws of the Republic of Zimbabwe, are acting under the authority of the company

.....
Authorised signatory

.....
Authorised signatory

Royalty Holder

Executed as a deed by BAKER STEEL RESOURCES TRUST LIMITED acting by its Investment Manager, BAKER STEEL CAPITAL MANAGERS LLP

.....
Authorised signatory

.....
Authorised signatory

EXHIBIT I
THE PROPERTY

Mineral Rights comprising the Property

ISABELLA

Mine	Name of Claim	Reg. No.	Area (Ha)	Type of Claim
ISABELLA	CALCITE	32454	10	GOLD REEF
	CALCITE 6	33291	10	GOLD REEF
	CALCITE 8	33292	10	GOLD REEF
	CALCITE 9	33144	10	GOLD REEF
	CALCITE 10	33468	10	GOLD REEF
	CALCITE 11	33489	10	GOLD REEF
	CALCITE 12	33490	10	GOLD REEF
	CALCITE 13	33491	10	GOLD REEF
	CALCITE 14	33492	10	GOLD REEF
	CALCITE 15	33493	10	GOLD REEF
	CALCITE 16	33494	10	GOLD REEF
	CALCITE 17	33540	10	GOLD REEF
	CALCITE 18	33541	10	GOLD REEF
	CALCITE 19	33542	10	GOLD REEF
	CALCITE 20	33543	10	GOLD REEF
	CALCITE 21	33560	10	GOLD REEF
	CALCITE 22	33561	10	GOLD REEF
	CALCITE 23	33562	10	GOLD REEF
	CALCITE 24	33563	10	GOLD REEF
	CALCITE 25	33564	10	GOLD REEF
	CALCITE 26	33565	10	GOLD REEF

Mine	Name of Claim	Reg. No.	Area (Ha)	Type of Claim
	CALCITE 27	33566	10	GOLD REEF
	CALCITE 28	33567	10	GOLD REEF
	CALCITE 29	33568	10	GOLD REEF
	CALCITE 30	33569	10	GOLD REEF
	CALCITE 31	33570	10	GOLD REEF
	CALCITE 32	33571	10	GOLD REEF
	CALCITE 33	33572	10	GOLD REEF
	CALCITE 34	33573	10	GOLD REEF
	CALCITE 35	33574	10	GOLD REEF
	CALCITE 36	33575	10	GOLD REEF
	CALCITE 38	34445	10	GOLD REEF
	CALCITE 39	34446	10	GOLD REEF
	CALCITE 40	34447	10	GOLD REEF
	CALCITE 41	34448	10	GOLD REEF
	CALCITE 42	34449	10	GOLD REEF
	CALCITE 44	40146	10	GOLD REEF
	CALCITE 45	40148	10	GOLD REEF
	CALCITE 46	40149	10	GOLD REEF
	CALCITE SOUTH	32637	10	GOLD REEF
	CALCITE SOUTH 2	33290	10	GOLD REEF
	KERRY WEST	11014 BM	150	TUNGSTEN
	KERRY NORTH	11015 BM	150	TUNGSTEN
	SITE 772	SITE 772	1,128	New Sulphide
	EASTNOR 19A	49111	1.8	PROJECTS GOLD REEF

Mine	Name of Claim	Reg. No.	Area (Ha)	Type of Claim
	EASTNOR 19B	49110	6.3	GOLD REEF
	EASTNOR 19C	49108	8	GOLD REEF
	EASTNOR 19D	49109	10.3	GOLD REEF

McCAYS

Mine	Name of Claim	Reg. No.	Area (Ha)	Type of Claim
McCAYS	RUSWAYI 1	37302	10	GOLD REEF
	RUSWAYI 2	37303	10	GOLD REEF
	RUSWAYI 3	37304	10	GOLD REEF
	RUSWAYI 4	37305	10	GOLD REEF
	RUSWAYI 5	37306	10	GOLD REEF
	RUSWAYI 7	37307	10	GOLD REEF
	RUSWAYI 8	37308	10	GOLD REEF
	RUSWAYI 9	37309	10	GOLD REEF
	RUSWAYI 10	37310	10	GOLD REEF
	RUSWAYI 11	37311	10	GOLD REEF
	RUSWAYI 12	37312	10	GOLD REEF
	RUSWAYI 13	37313	10	GOLD REEF
	RUSWAYI 14	37314	10	GOLD REEF
	RUSWAYI 15	37315	10	GOLD REEF
	RUSWAYI 16	37316	10	GOLD REEF
	RUSWAYI 17	37317	10	GOLD REEF
	RUSWAYI 18	37318	10	GOLD REEF
	RUSWAYI 19	37319	10	GOLD REEF

Mine	Name of Claim	Reg. No.	Area (Ha)	Type of Claim
	RUSWAYI 20	37320	10	GOLD REEF
	RUSWAYI 21	37321	10	GOLD REEF
	RUSWAYI 22	37322	10	GOLD REEF
	RUSWAYI 23	37323	10	GOLD REEF
	RUSWAYI 24	37324	10	GOLD REEF
	RUSWAYI 25	37325	10	GOLD REEF
	RUSWAYI 26	37326	10	GOLD REEF
	RUSWAYI 27	37327	10	GOLD REEF
	RUSWAYI 28	37328	10	GOLD REEF
	RUSWAYI 29	37329	10	GOLD REEF
	RUSWAYI 30	37330	10	GOLD REEF
	RUSWAYI 31	37331	10	GOLD REEF
	RUSWAYI 33	40143	10	GOLD REEF
	RUSWAYI 34	40144	10	GOLD REEF
	RUSWAYI 35	40145	10	GOLD REEF

WHEN

Mine	Name of Claim	Reg. No.	Area (Ha)	Type of Claim
WHEN	WHEN 1	35065	10	GOLD REEF
	WHEN 2	35066	10	GOLD REEF
	WHEN 3	35067	10	GOLD REEF
	WHEN 4	35068	10	GOLD REEF
	WHEN 5	35069	10	GOLD REEF
	WHEN 6	35070	10	GOLD REEF

Mine	Name of Claim	Reg. No.	Area (Ha)	Type of Claim
	WHEN 7	35071	10	GOLD REEF
	WHEN 8	35072	10	GOLD REEF:
	WHEN 9	35073	10	GOLD REEF
	WHEN 10	35074	10	GOLD REEF
	WHEN 11	35075	10	GOLD REEF
	WHEN 12	35076	10	GOLD REEF
	WHEN 13	35077	10	GOLD REEF
	WHEN 14	35078	10	GOLD REEF
	WHEN 15	35079	10	GOLD REEF
	WHEN 16	35080	10	GOLD REEF
	WHEN 17	35081	10	GOLD REEF
	WHEN 18	35082	10	GOLD REEF
	WHEN 23	12049 BM	38	BASE METAL
	WHEN 24	12050 BM	80	BASE METAL
	WHEN 25	12051 BM	150	BASE METAL
	WHEN 26	12052 BM	119	BASE METAL
	WHEN 27	12053 BM	150	BASE METAL
	WHEN 28	12054 BM	47	BASE METAL
	WHEN 29	12055 BM	150	BASE METAL
	WHEN 30	12056 BM	150	BASE METAL
	WHEN 31	12057 BM	69	BASE METAL
	WHEN 32	12058 BM	150	BASE METAL
	WHEN 33	12059 BM	150	BASE METAL
	WHEN 34	12060 BM	87	BASE METAL

Mine	Name of Claim	Reg. No.	Area (Ha)	Type of Claim
	WHEN 35	12061 BM	137	BASE METAL
	WHEN 36	12062 BM	150	BASE METAL
	WHEN 37	12063 BM	150	BASE METAL

BUBI

Mine	Name of Claim	Reg. No.	Area (Ha)	Type of Claim
BUBI	CHIKOSI 1	37441	10	GOLD REEF
	CHIKOSI 2	37442	10	GOLD REEF
	CHIKOSI 3	37443	10	GOLD REEF
	CHIKOSI 4	37444	10	GOLD REEF
	CHIKOSI 5	37404	10	GOLD REEF
	CHIKOSI 6	37405	10	GOLD REEF
	CHIKOSI 7	37406	10	GOLD REEF
	CHIKOSI 8	37407	10	GOLD REEF
	CHIKOSI 9	37408	10	GOLD REEF
	CHIKOSI 10	37409	10	GOLD REEF
	CHIKOSI 11	37410	10	GOLD REEF
	CHIKOSI 12	37411	10	GOLD REEF
	CHIKOSI 13	37412	10	GOLD REEF
	CHIKOSI 14	37413	10	GOLD REEF
	CHIKOSI 15	37414	10	GOLD REEF
	CHIKOSI 16	37415	10	GOLD REEF
	CHIKOSI 17	37416	10	GOLD REEF
	CHIKOSI 18	37417	10	GOLD REEF

Mine	Name of Claim	Reg. No.	Area (Ha)	Type of Claim
	CHIKOSI 19	37418	10	GOLD REEF
	CHIKOSI 20	37419	10	GOLD REEF
	CHIKOSI 21	37420	10	GOLD REEF
	CHIKOSI 22	37421	10	GOLD REEF
	CHIKOSI 23	37422	10	GOLD REEF
	CHIKOSI 24	37423	10	GOLD REEF
	CHIKOSI 25	37424	10	GOLD REEF
	CHIKOSI 26	37425	10	GOLD REEF
	CHIKOSI 27	37426	10	GOLD REEF
	CHIKOSI 28	37427	10	GOLD REEF
	CHIKOSI 29	37428	10	GOLD REEF
	CHIKOSI 30	37429	10	GOLD REEF
	CHIKOSI 31	37430	10	GOLD REEF
	CHIKOSI 32	37431	10	GOLD REEF
	CHIKOSI 33	37432	10	GOLD REEF
	CHIKOSI 34	37433	10	GOLD REEF
	CHIKOSI 35	37434	10	GOLD REEF
	CHIKOSI 36	37435	10	GOLD REEF
	CHIKOSI 37	37436	10	GOLD REEF
	CHIKOSI 38	37437	10	GOLD REEF
	CHIKOSI 39	37438	10	GOLD REEF
	CHIKOSI 40	37439	10	GOLD REEF
	CHIKOSI 41	37440	10	GOLD REEF
	CHIKOSI SW	39842	10	GOLD REEF

Mine	Name of Claim	Reg. No.	Area (Ha)	Type of Claim
	CHIKOSI SW2	39843	10	GOLD REEF
	CHIKOSI SW3	39844	10	GOLD REEF
	CHIKOSI SW4	39845	10	GOLD REEF
	CHIKOSI SW5	39846	10	GOLD REEF
	CHIKOSI SW6	39847	10	GOLD REEF

SANDY and FERRORO

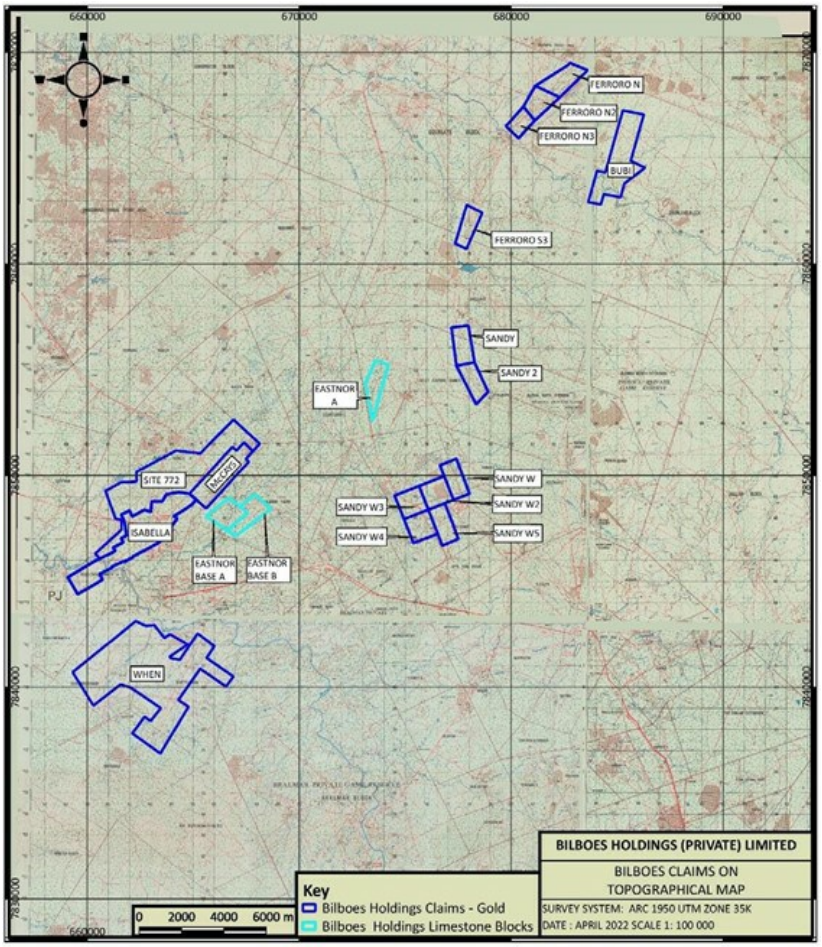
Mine	Name of Claim	Reg. No.	Area (Ha)	Type of Claim
SANDY and FERRORO	FERRORO N	10540 BM	129	COPPER
	FERRORO N2	10541 BM	123	COPPER
	FERRORO N3	10542 BM	100	COPPER
	FERRORO S3	10545 BM	132	COPPER
	SANDY	10546 BM	150	COPPER
	SANDY 2	10547 BM	144	COPPER
	SANDY W	10552 BM	150	COPPER
	SANDY W2	10553 BM	150	COPPER
	SANDY W3	10554 BM	150	COPPER
	SANDY W4	10555 BM	150	COPPER
	SANDY W5	10556 BM	150	COPPER

LIMESTONE

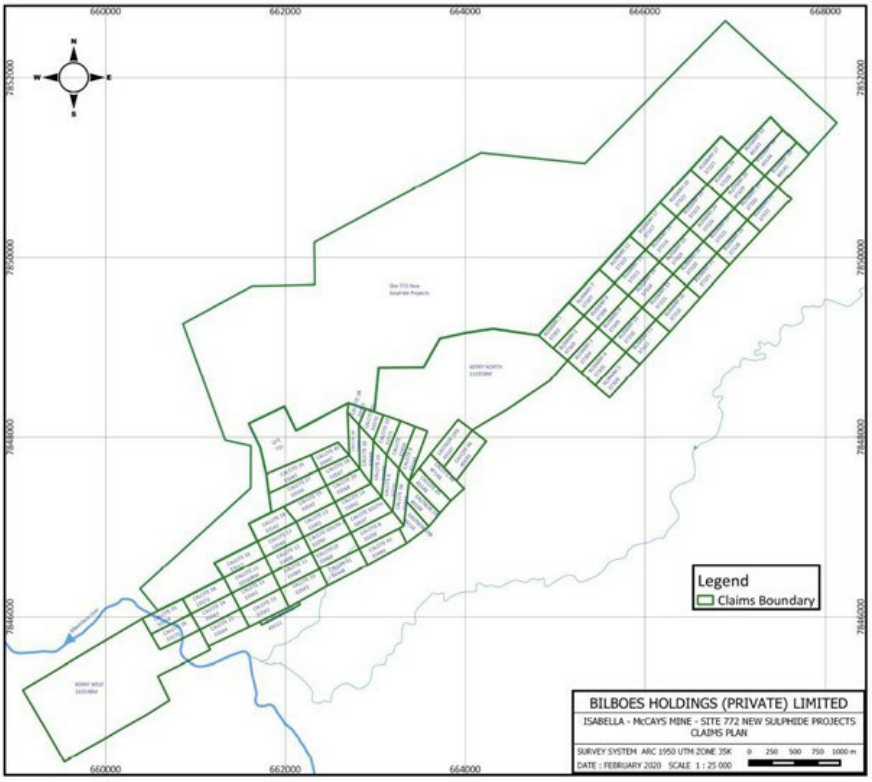
Mine	Name of Claim	Reg. No.	Area (Ha)	Type of Claim
LIMESTONE	EASTNOR A	17538 BM	150	LIMESTONE
	EASTNOR BASE A	17575 BM	150	LIMESTONE

Mine	Name of Claim	Reg. No.	Area (Ha)	Type of Claim
	EASTNOR BASE B	17577 BM	150	LIMESTONE

EXHIBIT II
THE ROYALTY AREA



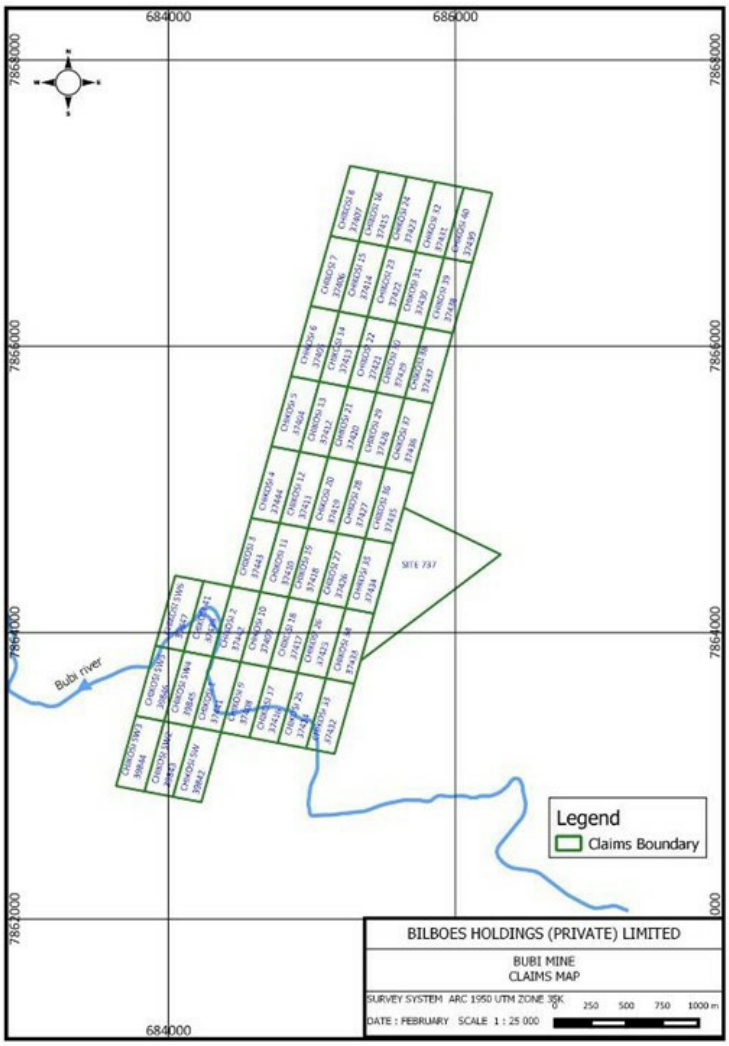
ISABELLA and McCAYS



WHEN

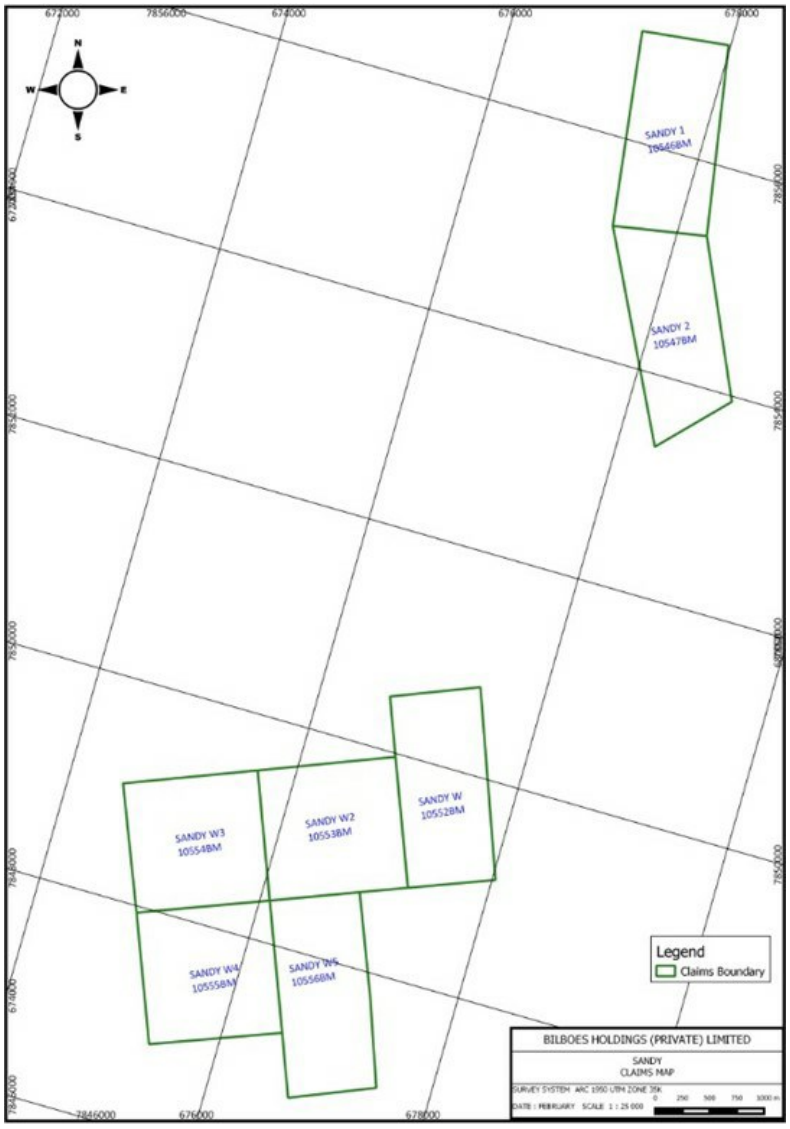

660000
663000
664000
666000
668000
7843000
7840000
7838000
Legend
Claims Boundary
BILBOES HOLDINGS (PRIVATE) LIMITED
WHEN MINE
CLAIMS MAP

BUBI

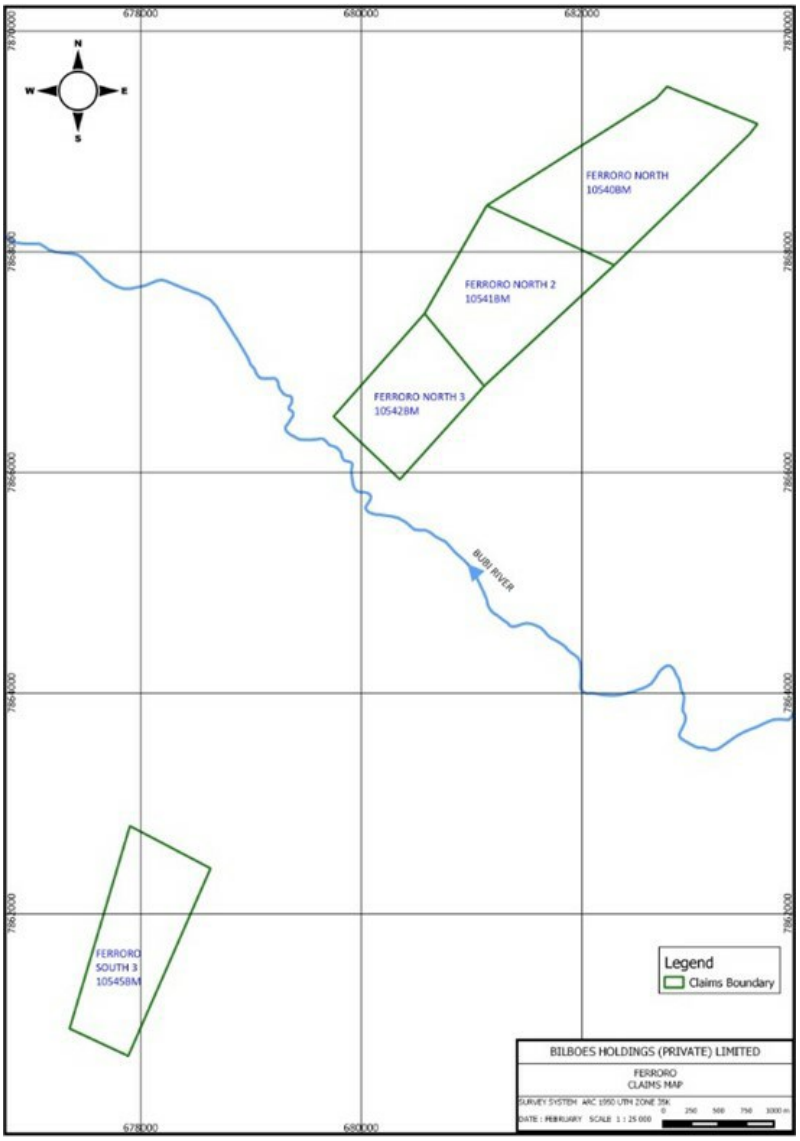


Site 737 as shown on the attached map is in the process of being converted into a mine site (infrastructure site). This will increase the Bubi mine total claims area by c. 40 hectares.

SANDY


672000
7856000
674000
676000
678000
N
W
E
S
SANDY 1
10646BM
SANDY 2
10547BM
SANDY W3
10554BM
SANDY W2
10553BM
SANDY W
10552BM
SANDY W4
10555BM
SANDY W5
10556BM
Legend
Claims Boundary
BILBOES HOLDINGS (PRIVATE) LIMITED
SANDY
CLAIMS MAP
SURVEY SYSTEM ARC 1950 UTM ZONE 35K
DATE : FEBRUARY SCALE 1 : 25 000
0 250 500 750 1000 m
7846000
676000
678000

FERRORO


678000
680000
682000
7870000
7868000
7866000
7864000
7862000
N
W
E
S
FERRORO NORTH
105408M
FERRORO NORTH 2
105418M
FERRORO NORTH 3
105428M
BURI RIVER
FERRORO
SOUTH 3
105458M
Legend
Claims Boundary
BILBOES HOLDINGS (PRIVATE) LIMITED
FERRORO
CLAIMS MAP
SURVEY SYSTEM ARC 1950 UTM ZONE 35K
DATE : FEBRUARY SCALE 1 : 25 000
0 250 500 750 1000 m

01 November 2022

SHARE PURCHASE AGREEMENT

between

BULAWAYO MINING COMPANY LIMITED

and

CALEDONIA MINING CORPORATION PLC

CONTENTS

CLAUSE

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This document is dated 01 November **2022.**

Parties

(1) Bulawayo Mining Company Limited incorporated and registered in England with company number 10820387 whose registered office is at 107 Cheapside, Second Floor, London, England EC2V 6DN **(Seller)**; and

(2) Caledonia Mining Corporation Plc incorporated and registered in Jersey with company number 120924 whose registered office is at B006 Millais House, Castle Quay, Jersey, Channel Islands JE2 3EF (**Buyer**).

BACKGROUND

The Seller has agreed to sell, and the Buyer has agreed to buy, the Sale Shares subject to the terms and conditions of this Agreement.

Agreed terms

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

CA 2006: the Companies Act 2006.

Claim: a claim for breach of any of the Warranties.

Company: Motapa Mining Company UK Limited, a company incorporated and registered in England and Wales, further details of which are set out in Schedule 1.

Completion: completion of the sale and purchase of the Sale Shares in accordance with this Agreement.

Completion Date: the date of this Agreement.

Connected: has, in relation to a person, the meaning given in section 1122 of the Corporation Tax Act 2010.

Disclosed: fully, clearly, accurately and fairly disclosed (with sufficient details to identify the nature and scope of the matter disclosed) by the Seller to the Buyer in the Disclosure Letter (or the documents annexed to it).

Disclosure Letter: the letter in the agreed form described as such from the Seller to the Buyer executed and delivered immediately before the signing of this Agreement.

Encumbrance: any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.

Group: the Company and the Subsidiary, with each being **a Group Company**. **Initial Purchase Price**: has the meaning given in clause 3.1(a).

Insolvency Proceedings means any formal insolvency proceedings whether in or out of court, including proceedings or steps leading to any form of bankruptcy, liquidation, administration, receivership or scheme with creditors, moratorium, stay or limitation of creditors' rights, interim or provisional supervision by a court or court appointee or any distress, execution or other process levied; or any winding up, striking off or dissolution (whether or not due to insolvency); or any event analogous to any of those events in any jurisdiction.

Lease: the registered mining lease numbered 22 in terms of the Mines and Minerals Act (Chapter 21:05) in respect of the area situate in the mining district of Matabeleland North covering 2,224 hectares over the area known as Motapa and which is warranted by the Seller to be duly held by the Subsidiary.

Loan Notes: the US$7,250,000 guaranteed loan notes to be issued by the Buyer to the Seller on Completion pursuant to the loan note instrument in the agreed form.

PCG Letter: the letter in the agreed form to be executed by Metallon Corporation Limited in favour of the Buyer guaranteeing the Seller's obligations under this Agreement.

Purchase Price: is the aggregate purchase price payable pursuant to clause 3.1.

Sale Shares: the 100 ordinary shares of £1 each in the Company, all of which have been issued and are fully paid.

Seller's Group: the Seller, any subsidiary of the Seller, any holding company of the Seller and any subsidiary of such holding company (each as defined in section 1159 of the CA 2006) but excluding the Company and the Subsidiary.

Subsidiary: Arraskar Investments (Private) Limited**,** a company incorporated and registered in Zimbabwe with company number 5030/2016, further details of which are set out in Schedule 1.

Subsidiary Shares: the 2 ordinary shares of US$1 each in the Subsidiary, all of which have been issued and are fully paid and are held by the Company.

Warranties: the warranties set out in Schedule 3.

1.2 References to clauses and Schedules are to the clauses of and Schedules to this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.4 This Agreement shall be binding on and enure to the benefit of the Parties to this Agreement and their respective successors and permitted assigns, and references to a **Party** shall include that Party's successors and permitted assigns.

1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the CA 2006 and a **member of its group, group company** or **group** means, save for in respect of the Seller (whose group is defined above), in relation to a company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.

1.7 Unless expressly provided otherwise in this Agreement, a reference to **writing** or **written** includes email.

1.8 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.9 References to a document in **agreed form** are to that document in the form agreed by the Parties and initialled by them or on their behalf for identification.

1.10 Unless the context requires otherwise, a reference to any legislation or legislative provision includes:

(a) such legislation or legislative provision as amended, extended or re-enacted from time to time;

(b) all subordinate legislation made from time to time under that legislation or legislative provision.

2. Sale and purchase

At Completion, the Seller shall sell, and the Buyer shall buy, the Sale Shares with full title guarantee and free from all Encumbrances, together with all rights attached or accruing to them.

3. Purchase Price

3.1 The consideration for the sale of the Sale Shares is **US$8,250,000** (**Purchase Price**) which shall be paid by the Buyer as follows:

(a) US$1,000,000 to be paid in cash on Completion (**Initial Purchase Price);** and

(b) US$7,250,000 to be satisfied by the issue of the Loan Notes.

4. Completion

4.1 Completion shall take place on the Completion Date at such place as the Parties shall agree.

4.2 At Completion the Seller shall comply with its obligations as set out in Schedule 2.

4.3 Subject to the Seller complying with clause 4.2, at Completion:

(a) the Buyer, or its solicitors on the instruction of the Buyer shall pay the Initial Purchase Price by electronic transfer of immediately available funds to the following bank account of the Seller:

Account holder and address: Metallon Corporation Limited of 22A St James Square,SW1Y4JH

Bank Name - Silicon Valley Bank

Bank Address - 30003 Tasman Drive, Santa Clara, CA 95054, USA Bank Account/IBAN - 330 351 9286

SWIFT/BIC – SVBKUS6S

Routing & Transit: 1211 40399

Payment in accordance with this clause shall be a good and valid discharge of the Buyer's obligation to pay the Initial Purchase Price;

(b) the Buyer shall deliver to the Seller:

(i) a copy of the duly executed loan note instrument and a duly executed loan note certificate in the name of the Seller in respect of the Loan Notes;

(ii) a certified copy of the resolutions adopted by the Buyer's board of directors approving the execution and delivery of this Agreement and any other documents to be delivered by the Buyer at Completion; and

(iii) confirmation from the Buyer, in a form satisfactory to the Seller, that the Buyer has taken its own independent legal advice in respect of the regulatory consents required in respect of the change of control of the holder of the Lease.

4.4 The parties hereby agree that should, upon Completion, the Buyer fail to make payment of the Initial Purchase Price, the Seller shall be entitled to terminate this Agreement by notice in writing to the Seller in which case the provisions of clause 4.5 shall apply.

4.5 If this Agreement is terminated under clause 4.4, the parties shall have no further liability or obligation under this Agreement except in respect of those provisions of this Agreement which are expressed to survive termination of this Agreement.

5. Warranties

5.1 The Seller warrants to the Buyer that each Warranty is true, accurate and not misleading on the date of this Agreement and at the Completion Date.

5.2 Warranties qualified by the expression **so far as the Seller is aware** (or any similar expression) are deemed to be given to the reasonable knowledge, information and belief of the Seller after they have made the relevant enquiries.

5.3 Each of the Warranties is separate and, unless expressly provided otherwise, is not limited by reference to any other Warranty or any other provision in this Agreement.

5.4 The Seller will have no liability in respect of any Claim if the fact, matter or circumstance giving rise to such Claim has been Disclosed provided that the Seller may not Disclose any fact, matter or circumstance in relation to Warranties in paragraphs 1 and 2.1 to 2.4 of Schedule 3.

5.5 The Seller shall not be liable for any Claim if the matter giving rise to the Claim was actually known to the Buyer or any of its employees or advisors at the date of this Agreement.

5.6 Each party warrants to the other that the following warranties are true, accurate and not misleading on the date of this Agreement:

(a) it is validly incorporated, in existence and duly registered under the laws of its jurisdiction and has full power to conduct its business as conducted on the date of this Agreement;

(b) it is solvent and able to pay (and has not stopped or suspended paying) its debts as and when they fall due;

(c) it is not the subject of any Insolvency Proceedings; and

(d) compliance with the terms of this Agreement and the documents referred to in it will not require it to obtain any consent or approval of, or give any notice to or make any registration with, any governmental or other authority which has not been obtained or made at the date of this Agreement both on an unconditional basis and on a basis which cannot be revoked.

5.7 The Buyer warrants at the date of this Agreement that:

(a) the Buyer will have available on an unconditional basis the necessary cash resources to meet its obligations when they arise under this Agreement or under any of the documents referred to in it;

(b) it has the requisite power and authority to enter into and perform this Agreement and the documents referred to in it to which it is a party, and they constitute valid, legal and binding obligations on them in accordance with their respective terms; and

(c) the execution and performance by it of this Agreement and the documents referred to in it to which it is a party will not breach or constitute a default under its articles of association, or any agreement, instrument, order, judgment or other restriction which binds it.

6. Limitations on claims

6.1 The aggregate liability of the Seller for all Claims shall not exceed an amount equal to the Purchase Price.

6.2 The Seller shall not be liable for a Claim unless notice in writing of the Claim, summarising the nature of the Claim (in so far as it is known to the Buyer) and, as far as is reasonably practicable, the amount claimed, has been given by or on behalf of the Buyer to the Seller on or before the third anniversary of Completion and the Seller has not remedied the Claim, to the extent that it is reasonably capable of remedy, within 20 Business Days.

6.3 The Seller shall have no liability in respect of any Claim to the extent that the Claim is not previously satisfied, withdrawn or settled, unless legal proceedings in respect of any such Claim have been issued and served within six (6) months after the date on which the notice referred to in clause 6.2 is given provided that, in the case of a contingent liability, the six (6) month period shall commence on the date that the relevant contingent liability becomes an actual liability and is due and payable. For the purposes of this clause, legal proceedings shall not be deemed to have been started unless a statement of claim is both properly issued and validly served on the Seller.

6.4 The Seller shall not be liable for any Claim if and to the extent that the Claim has arisen as a result of:

(a) any act, omission or transaction of the Buyer or any member of the Buyer's Group or, after Completion, any of the Group Companies; or

(b) the passing of, or any change in, after the date of this Agreement, any applicable law including (without prejudice to the generality of the foregoing) any increase in the rates of tax or any imposition of tax or any withdrawal of relief from tax not actually (or prospectively) in effect at the date of this Agreement;

(c) any change after the date of this Agreement of any generally accepted interpretation or application of any legislation; or

(d) any change after the date of this Agreement of any generally accepted accounting principles, procedure or practice.

6.5 The Buyer shall not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once in respect of the same Losses under this Agreement or any other document referred to in this Agreement.

6.6 Nothing in this Agreement or any other document shall be deemed to relieve or abrogate the Buyer of its common law duty to mitigate its losses.

6.7 Nothing in this clause 6 applies to exclude or limit the Seller's liability if and to the extent that a Claim arises or is delayed as a result of dishonesty, fraud, wilful misconduct or wilful concealment by the Seller (or the Seller's agents or advisers).

7. Waiver of Claims

7.1 The Seller covenants that at Completion:

(a) no Group Company is indebted to it (or any of member of the Seller's Group or person connected to it) in any way (whether actually or contingently);

(b) neither it nor any member of the Seller's Group or any person connected to it will be indebted to any Group Company;

(c) neither it nor any member of the Seller's Group nor any person connected to it has any outstanding claims of any nature whatsoever against the Group; and

(d) there are no agreements or arrangements under which the Group has any obligation of any nature whatsoever to or in respect of it, any member of the Seller's Group or any person connected to it

but to the extent that any such liability or claim exists or may exist, it hereby irrevocably and unconditionally waives (and/or shall procure the waiver of) its rights and/or the rights of any of the Seller's Group or persons connected to it in respect of such liability, agreement, arrangement, obligation, amount or claim and hereby releases (and/or shall procure the release of) the Group from any liability whatsoever in respect thereof and agrees to fully indemnify the Buyer and the Group and to hold each of them harmless in respect of the same.

7.2 The Buyer waives any Claim it may have, in terms of this Agreement, whereby the independent legal advice referred to in clause 4.3(b)(iii) proves to be incorrect, therein causing the cancellation of the Lease and/or the transaction set out herein.

8. Post-completion obligations

8.1 As long as the Seller remains the registered holder of any of the Sale Shares after Completion, the Seller will:

(a) hold those Sale Shares and all dividends or distributions (whether of income or capital) in respect of them, and all other rights arising out of or in connection with them, on trust for the Buyer;

(b) at all times deal with and dispose of those Sale Shares, and all such dividends, distributions and rights, as the Buyer directs by written notice, save for whereby such instructions would be unlawful in respect of the Seller;

(c) not exercise any rights attaching to the Sale Shares or exercisable in the Seller's capacity as registered holder of the Sale Shares without the Buyer's prior written consent;

(d) act promptly in accordance with the Buyer's instructions in relation to any rights exercisable or anything received by the Seller in the Seller's capacity as registered holder of the Sale Shares; and

(e) ratify and confirm whatever the Buyer does or purports to do in good faith in the exercise of any power conferred by the power of attorney in clause 8.2.

8.2 The Seller irrevocably and by way of security appoints the Buyer as its attorney (with full powers of substitution and delegation) to exercise all rights in relation to the Sale Shares registered in its name as the Buyer in its absolute discretion sees fit, from Completion to the earlier of (a) the date falling 12 months from the date of this Agreement and (b) the date on which the Buyer or its nominee is entered in the register of members of the Company as the holder of all those Sale Shares.

8.3 For the purposes of clause 8.2, the Seller authorises in respect of the Sale Shares:

(a) the Company to send any notices, documents, dividends and other distributions in respect of their holdings of the Sale Shares to the Buyer; and

(b) the Buyer to exercise any of the powers conferred on it by clause 8.2 by any of its directors or its company secretary who has been authorised for that purpose by its board of directors or otherwise.

9. Continuing Obligations

9.1 The obligations of the Buyer under this Agreement and Loan Note shall remain in force and extend to the ultimate balance of the Purchase Price as a continuing covering guarantee until they are discharged in full, regardless of any intermediate payment or discharge in part. The Buyer shall have no right to withdraw from or terminate this Agreement at any time before the discharge in full of its obligations.

9.2 This Agreement shall be enforceable against the Buyer in accordance with the terms hereof, whether as a guarantee, an indemnity or otherwise, regardless of any invalidity or unenforceability, for any reason whatsoever, in whole or in part.

10. Immediate Recourse

10.1 The Buyer waives any right it may have whereby an event of default under the Loan Note has occurred, if a written demand for the immediate repayment of all amounts outstanding under the Loan Note has been issued, of first requiring the holder of the Loan Note (or any trustee or agent on its behalf) to proceed against or enforce any other right or security interest or claim payment from any person before claiming from the Buyer under this Agreement. This waiver applies irrespective of any law or any provision of the Loan Note to the contrary.

11. Confidentiality and announcements

11.1 Except to the extent required by law or any legal, regulatory or stock exchange authority of competent jurisdiction:

(a) the Seller shall not (and shall procure that no other member of the Seller's Group shall) at any time disclose to any person (other than the Seller's professional advisers) the terms of this Agreement or any other confidential information relating to the Company, the Subsidiary, the Lease or the Buyer, or make any use of such information other than to the extent necessary for the purpose of exercising or performing its rights and obligations under this Agreement; and

(b) neither Party shall make any public announcement, communication or circular concerning this Agreement without the prior written consent of the other Party, not to be unreasonably withheld.

11.2 Notwithstanding clause 11.1(b), the Buyer may, at any time after Completion, announce its acquisition of the Sale Shares to any employees, clients, customers or suppliers of the Buyer or any member of its group without limitation.

12. Further assurance

12.1 At its own expense, the Seller shall (and shall use reasonable endeavours to procure that any relevant third Party shall) promptly execute and deliver such documents and perform such acts as the Buyer may reasonably require from time to time for the purpose of giving full effect to this Agreement.

12.2 The Buyer acknowledges and agrees that the Buyer shall be responsible for ensuring that:

(a) all necessary and relevant regulatory consents in connection with the transfer of the Sale Shares and the continued operation of the Group Companies have been obtained; and

(b) from Completion all entries and filings to any public body or company register required to be made under applicable law are made,

and the Seller shall bear no responsibility or have any liability in respect of any such matters.

13. Entire agreement

This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14. Variation and waiver

14.1 No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

14.2 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under this Agreement or by law is only effective if it is in writing.

14.3 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

15. Notices

15.1 A notice given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post (or another next working day delivery service) in either case to that Party's registered office or sent by email to the address specified in this clause (or to such other address or email address as that Party may notify to the other Party in accordance with this Agreement). The email addresses for service of notices are:

(a) Seller: tsikwila@metcorp.co.uk

(b) Buyer: achester@caledoniamining.com

15.2 A notice is deemed to have been received if delivered by hand, at the time the notice is left at the proper address, or if sent by email, at the time of transmission, or if sent by pre-paid first class post (or another next working day delivery service), on the second Business Day after posting, unless such deemed receipt would occur outside business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is not a public holiday in the place of receipt), in which case receipt will occur when business hours resume in the place of receipt.

15.3 This clause 15 does not apply to the service of any proceedings or other documents in any legal action.

16. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

17. Assignment

17.1 This Agreement shall be binding upon each party's successors and personal representatives (as the case may be).

17.2 Neither Party shall be entitled to assign or otherwise transfer its rights and benefits under this Agreement or any document entered into pursuant to this Agreement without the written consent of the other Party.

18. Third party rights

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

19. Governing law and jurisdiction

19.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

19.2 The parties submit to the exclusive jurisdiction of the courts of England and Wales should any dispute arise under or in connection with this Agreement.

This Agreement has been entered into and delivered as a deed on the date stated at the beginning of it.

Schedule 1 Particulars of the Company and Subsidiary

	The Company	**The Subsidiary**
Registered name:	Motapa Mining Company UK Limited	Arraskar Investments (Private) Limited
Registration number:	13178541	5030/2016
Place of incorporation:	England and Wales	Zimbabwe
Date of incorporation:	4 February 2021	5 August 2016
Registered office:	107 Cheapside Suite 31, Second Floor, London, United Kingdom, EC2V 6DN	13th Floor, CABS Centre, 74 Jason Moyo Avenue, Harare
Issued share capital:	**Amount:** £100 **Divided into:** 100 ordinary shares of £1 each	**Amount:** US$2 **Divided into:** 2 ordinary shares of US$1 each
Registered shareholder (and, in respect of the Company, number of Sale Shares held):	The Seller	Motapa Mining Company UK Limited - 2 ordinary shares of US$1 each
Beneficial owners of Sale Shares (if different) and number of Sale Shares beneficially owned:	N/A	N/A
Directors and shadow directors:	Tulani Sikwila	Tulani Sikwila Siphesihle Mchunu
Secretary:	None	None
Registered charges:	None	None
Encumbrances over shares:	None	None

Schedule 2 Seller's Completion obligations

At Completion, the Seller shall deliver to the Buyer:

1. a duly executed letter from Tulani Sikwila, Bulawayo Mining Company (UK) Limited and the Seller to the Company in the agreed form confirming they have no legal or beneficial in the Sale Shares;

2. a duly executed stock transfer form in respect of the transfer of the Sale Shares from Tulani Sikwila (as nominee) to the Seller together with the original share certificates or an indemnity, in agreed form, for any lost or damaged certificates;

3. the duly executed PCG Letter;

4. the share certificates for the Sale Shares or indemnities, in agreed form, for any lost or damaged certificates;

5. a certified copy of the register of members of the Company showing the Seller as the legal holder of the Sale Shares;

6. a transfer of the Sale Shares, in agreed form, executed by the Seller in favour of the Buyer;

7. the share certificates for the Subsidiary Shares or indemnities, in agreed form, for any lost or damaged certificates;

8. the registers, minute books and other records required to be kept by the Company under the CA 2006 and the same in respect of the Subsidiary under Zimbabwe law, in each case properly written up as at the Completion Date, together with the common seals (if any), certificates of incorporation and any certificates of incorporation on change of name for each of the Company and the Subsidiary;

9. the security code and authentication code used by the Company for making electronic filings with the Registrar of Companies, together with confirmation as to whether the Company has joined the Companies House Protected Online Filing Scheme;

10. duly executed letters of resignation, in agreed form, from each of the directors and the company secretary resigning from their respective offices with the Company and the Subsidiary;

11. a letter, in agreed form, from the Seller confirming that it has ceased to be a person with significant control (within the meaning of section 790C of the CA 2006) in relation to the Company;

12. a certified copy of resolutions, in agreed form, of the directors and shareholders of the Company and Subsidiary approving the transfer of the Sale Shares in accordance with this Agreement and a change of registered office, and appointment of new directors nominated by the Buyer;

13. a certified copy of resolutions, in agreed form, of the directors of the Seller approving the execution and delivery of this Agreement and any other documents to be delivered by the Seller at Completion; and

14. the duly executed Disclosure Letter.

Schedule 3 Warranties

1. Power to sell the Sale Shares

1.1 The Seller has the requisite power and authority and has obtained all necessary consents to enter into and perform this Agreement and the documents referred to in it to which it is a party, and they constitute valid, legal and binding obligations of the Seller in accordance with their respective terms.

1.2 The execution and performance by the Seller of this Agreement and the documents referred to in it to which the Seller is a party will not breach or constitute a default under its articles of association, or any agreement, instrument, order, judgment or other restriction which binds the Seller.

2. Shares in the Company and the Subsidiary

2.1 The Sale Shares and the Subsidiary Shares constitute the whole of the allotted and issued share capital of the Company and the Subsidiary, respectively, and are fully paid or credited as fully paid.

2.2 At Completion, the Seller is the sole legal and beneficial owner of the Sale Shares and is entitled to transfer the legal and beneficial title to the Sale Shares to the Buyer free from all Encumbrances, without the consent of any other person, or approval of any court, government or local agency or body.

2.3 No person has any right to require at any time the transfer, creation, issue or allotment of any share, loan capital or other securities of the Company or the Subsidiary (or any rights or interest in them), and no person has agreed to confer or has claimed any such right.

2.4 No Encumbrance has been granted to any person or otherwise exists affecting the Sale Shares or the Subsidiary Shares or any unissued shares, debentures or other unissued securities of the Company or the Subsidiary, and no commitment to create any such Encumbrance has been given, nor has any person claimed any such rights.

2.5 Neither the Company nor the Subsidiary has purchased, redeemed, reduced, repaid or forfeited any of its share capital.

2.6 Aside from the Subsidiary, the Company has no other subsidiaries and there are no other group companies.

3. Constitutional and corporate documents

3.1 A copy of the articles of association of the Company and the memorandum and articles of association of the Subsidiary have been Disclosed, and such copy documents are true, accurate and complete.

3.2 All returns, particulars, resolutions and other documents that the Company and the Subsidiary are required by law to file with, or deliver to, any authority have been correctly made up and duly filed or delivered.

3.3 All deeds and documents belonging to the Company (or to which it is a party) or the Subsidiary (or to which it is a party) are in the Company's or the Subsidiary's respective possession.

3.4 All accounting, financial and other records of the Company and the Subsidiary (including its statutory books and registers):

(a) have been properly prepared and maintained;

(b) constitute an accurate record of all matters required by law to appear in them, and comply with any requirements of applicable law;

(c) do not contain any material inaccuracies or discrepancies; and

(d) are in the possession of the Company or the Subsidiary as the case may be.

4. Information

4.1 The particulars set out in Schedule 1 are true, accurate and complete.

4.2 All information given by or on behalf of the Seller to the Buyer (or its agents or advisers) in the course of the negotiations leading up to this Agreement was, when given, and is, so far as the Seller is aware, now true, accurate and complete.

4.3 As far as the Seller is aware all information Disclosed is true, accurate and complete.

5. Compliance and consents

5.1 The Company and the Subsidiary have at all times conducted themselves in accordance with, and have acted in compliance with, all applicable laws and regulations.

5.2 The Company and the Subsidiary hold all licences, consents, permits and authorities which they are required to hold (**Consents**).

5.3 As far as the Seller is aware, each of the Consents is valid and subsisting, neither the Company nor the Subsidiary is in breach of the terms or conditions of the Consents (or any of them) and there is no reason as far as the Seller is aware why any of the Consents may be revoked or suspended (in whole or in part) or may not be renewed on the same terms.

6. Disputes and investigations

6.1 Neither the Company, the Subsidiary nor any of their directors nor any other person for whose acts the Company or the Subsidiary may be vicariously liable, is engaged or involved in any of the following matters (such matters being referred to in this paragraph 6 as **Proceedings**):

(a) any litigation, or any administrative, arbitration or other proceedings, claims, actions or hearings; or

(b) any dispute with, or any investigation, inquiry or enforcement proceedings by, any governmental, regulatory or similar body

relating to or concerning the Company or the Subsidiary or their assets.

6.2 No Proceedings have been threatened or are pending by or against the Company, the Subsidiary, any of their directors or any person for whose acts the Company or the Subsidiary may be vicariously liable, and there are no circumstances likely to give rise to any such Proceedings.

6.3 Neither the Company nor the Subsidiary is affected by any subsisting or pending judgment, order, or other decision or ruling of any court, tribunal or arbitrator, or any governmental, regulatory or similar body, nor have they given any undertaking in connection with any Proceedings which remains in force.

6.4 Neither the Seller, nor any member of the Seller's Group, has a claim of any nature against the Company or the Subsidiary, nor has it assigned to any person the benefit of any such claim.

7. Contracts and trading

7.1 The Company and the Subsidiary are dormant companies and have never traded or incurred any liabilities, actual or contingent, or have any outstanding capital commitments.

7.2 Neither the Company nor the Subsidiary is a party to any contract, agreement, arrangement, understanding or commitment whether with the Seller or any other member of the Seller's Group or any person Connected with the Seller or otherwise and there is no outstanding indebtedness or other liability owed to the Seller or any person connected with the Seller.

7.3 No Group Company has or has ever had any employees or has appointed any consultants.

8. Effect of sale of the Sale Shares

8.1 As far as the Seller is aware, the acquisition of the Sale Shares by the Buyer will not:

(a) relieve any person of any obligation to the Company or the Subsidiary, or enable any person to determine any such obligation, or any right or benefit enjoyed by the Company or the Subsidiary, or to exercise any other right in respect of the Company or the Subsidiary; or

(b) result in the loss of, or any default under, any Consent (as defined in paragraph 5.2 of this Schedule 3).

9. Finance and guarantees

9.1 Neither the Company nor the Subsidiary have any indebtedness.

9.2 There are no Encumbrances over any of the Company's or the Subsidiary's assets.

9.3 No Encumbrance, guarantee, indemnity or other similar arrangement has been entered into, given or agreed to be given by the Company or the Subsidiary:

(a) or any third party, in each case in respect of any indebtedness or other obligations of the Company or the Subsidiary; or

(b) in respect of any indebtedness or other obligations of any third party.

9.4 Neither the Company nor the Subsidiary has any outstanding loan capital, nor has it lent any money that has not been repaid, and there are no debts owing to the Company or the Subsidiary.

9.5 No insolvency event has occurred which is continuing in relation to the Company or the Subsidiary or the Seller nor will any insolvency event of the Seller's Group (if any) affect the transactions in this Agreement.

9.6 No Group Company has any bank accounts.

10. Accounts

10.1 The first accounts of the Company for the period ended 28 February 2022 (**Company Accounts Date)** and the accounts of the Subsidiary for the financial year ended 31 December 2021 (**Subsidiary Accounts Date**):

(a) have been properly prepared in accordance with IFRS and practices and all material applicable laws as at the Company Accounts Date and Subsidiary Accounts Date, respectively; and

(b) give a true and fair view of the assets and liabilities and state of affairs of the Company and the Subsidiary as at the Company Accounts Date and Subsidiary Accounts Date, respectively, and their respective profit or loss and cash flows for the period or financial year (as the case may be) ended on that date.

10.2 The Company did not have at the Company Accounts Date any material liability (whether actual, deferred, contingent or disputed) or commitment which, in accordance with IFRS and practices (on the basis on which the accounts for the period ended on the Company Accounts Date have been

prepared), should have been disclosed or provided for in those accounts and which has not been so disclosed or provided for.

10.3 The Subsidiary did not have at the Subsidiary Accounts Date any material liability (whether actual, deferred, contingent or disputed) or commitment which, in accordance with IFRS and practices (on the basis on which the accounts for the year ended on the Subsidiary Accounts Date have been prepared), should have been disclosed or provided for in those accounts and which has not been so disclosed or provided for.

11. Assets

11.1 The only assets held by the Company are the Subsidiary Shares.

11.2 The only asset held by the Subsidiary is the Lease which has been duly registered in the name of the Subsidiary in accordance with applicable law by the Mining Affairs Board of Zimbabwe.

11.3 A true, accurate, complete and up to date copy of the Lease has been Disclosed.

12. Tax

12.1 All amounts due to be paid by the Company and the Subsidiary to the relevant taxation authority (being any government, state or municipality or any local, state, federal or other fiscal, revenue, customs or excise authority, body or official competent to impose, administer, levy, assess or collect tax) on or before the date of this Agreement have been so paid.

13. Sanctions

As far as the Seller is aware, no Group Company (nor, to the extent that it relates to the business of a Group Company, any officer, employee or agent acting on behalf of the relevant Group Company):

13.1 is listed on any list of persons subject to economic or financial sanctions, or is otherwise subject to trade embargoes or related restrictive measures issued or maintained by, or on behalf of;

13.2 has had any dealings with any individual or entity (whether a supplier, vendor, customer or other contractor) listed on any list of persons subject to economic or financial sanctions, or who is otherwise subject to trade embargoes or related restrictive measures issued or maintained by, or on behalf of; or

13.3 has engaged in any activity in violation or circumvention of any laws or regulations relating to economic or financial sanctions, trade embargoes or related restrictive measures imposed, administered or enforced from time to time by,

the United Kingdom, the United States of America, the United Nations, the European Union (or any of its Member States) or any other governmental authority with jurisdiction over the Company or the Subsidiary (or any part of its business or operations).

14. Anti-Corruption

14.1 As far as the Seller is aware, the Company, the Subsidiary, the Seller, and the officers, directors, employees, shareholders, partners, contractors, sub-contractors, intermediaries, representatives and agents of each of the Company, the Subsidiary and the Seller in the course of their respective duties to such companies have complied with:

(a) all applicable anti-bribery and/or anti-corruption laws, statutes, codes and regulations (collectively, **Anti-Corruption Laws**) of any jurisdiction in which the relevant Group Company or the Seller conducts its business; and

(b) any relevant anti-bribery and anti-corruption obligations pursuant to any contract between the relevant Group Company or the Seller and any third party.

14.2 So far as the Seller is aware, none of the officers, directors, employees, shareholders, partners, contractors, sub-contractors, representatives and agents of any Group Company have, in the course of their activities relating to the business of any Group Company, and the Seller has not:

(a) offered, paid, promised to pay or authorised the payment of (whether directly or indirectly) anything of value to any other person as an inducement or reward for a person to improperly perform or omit a relevant function or activity, to influence the acts or decisions of a government official in that person's official capacity, to use that person's influence with a government or its instrumentality to influence an official act or decision, to secure an improper advantage; or

(b) the purpose was to obtain or retain business, to direct business to any person, or to influence any official actions or decisions with respect to the Lease; and

(c) such offer, payment, promise of payment, or authorization of payment was unlawful under any applicable laws or regulations, including but not limited to, Anti-Corruption Laws.

For the purposes of this paragraph 14.2 a function or activity is a "**relevant function or activity**" if such function or activity is commercial or public in nature and expected to be performed in good faith or impartially or in a position of trust including but not limited to any official duties of a public official that is required by law and a "**government official**" includes any officer, employee, or agent of (i) any national, regional, or local government or any department, agency, or instrumentality thereof; (ii) any public international organization; (iii) any political party or

candidate for political office; (iv) any state-owned enterprise; or (v) any person acting in an official capacity for or on behalf of the foregoing governmental entities, public international organizations, political parties or candidates, or state-owned enterprises.

14.3 No Group Company, nor any of the officers, directors, employees or agents of any Group Company is involved in any investigation, inquiry, claim or proceedings in relation to any alleged bribery or corruption offence or similar conduct, nor so far as the Seller is aware are any such investigations, inquiries, claims or proceedings pending or threatened by or against any Group Company or any officer, director, employee or agent of any Group Company, nor so far as the Seller is aware are there any facts or circumstances which may give rise to any such investigations, inquiries, claims or proceedings being commenced by or against any of the foregoing persons.

15. Environmental

For the purposes of this paragraph 15:

Environmental Laws means any statute, common law, rule, regulation, treaty, directive, direction, decision of the court, bye-law, order, notice or demand (in each case having the force of law) of any governmental, statutory or regulatory authority, agency or body in any relevant jurisdiction at the date of this Agreement and concerning Environmental Matters or the environment;

Environmental Licence means any agreement, permission, permit, licence, authorisation, consent, exemption or other approval required by any Group Company pursuant to any Environmental Law.

No Group Company nor the Seller or any member of the Seller's Group has conducted any mining or other operations whatsoever on the area covered by the Lease and therefore as far as the Seller is aware neither it nor they have any liability or obligations in respect of Environmental Laws or Environmental Licences.

Signed by **Tulani Sikwila**

for and on behalf of

Bulawayo Mining Company Limited

In the presence of:

Witness name: Sphesihle Mchunu

Address: 15 Monte Del Lago Estate

Occupation: Lawyer

Date: 01 November 2022

Tulani Sikwila
.....
Director

Sphesihle Mchunu
.....
Witness

Signed by **Mark Learmonth**

for and on behalf of ..... Mark Learmonth

Caledonia Mining Corporation Plc Director

In the presence of:

Witness name: Adam Chester

Address: B006 Millais House, Castle Quay, St Helier, Jersey ..... Witness

Occupation General Counsel etc

Date: 01 November 2022 .....

Date: 24 March 2023

Caledonia Mining Corporation Plc

Cenkos Securities Plc

Liberum Capital Limited

The Standard Bank of South Africa Limited (acting through its Corporate and Investment Banking division)

Placing Agreement

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Capitalised terms used herein and not defined herein shall have the meanings ascribed thereto in the Agreement to which this Schedule is annexed. 48

The Company undertakes and warrants as the case may be: 48

THIS AGREEMENT is made the 24th day of March 2023

BETWEEN:

(1) **CALEDONIA MINING CORPORATION PLC** (registered in Jersey No. 120924) whose registered office is at B006 Millais House, Castle Quay, St Helier, JE2 3EF (the "**Company**");

(2) **CENKOS SECURITIES PLC** (registered in England and Wales No. 05210733) whose registered office is at 6 7 8 Tokenhouse Yard, London, EC2R 7AS ("**Cenkos**");

(3) **LIBERUM CAPITAL LIMITED** (registered in England and Wales No. 05912554) whose registered office is at Ropemaker Place Level 12, 25 Ropemaker Street, London, EC2Y 9LY ("**Liberum**")**;**

(4) **THE STANDARD BANK OF SOUTH AFRICA LIMITED** (acting through its Corporate and Investment Banking division) established in the Republic of South Africa Registration No. 1962/000738/06) whose office is at 30 Baker Street, Rosebank, 2196, South Africa ("**Standard Bank**")**.**

BACKGROUND:

(A) As of the date of this Agreement, the Company has 17,283,312 fully-paid Common Shares in issue.

(B) The Company proposes to issue the Placing Shares at the Placing Price by way of (i) a placing with institutional and other investors in the UK; and (ii) a private placing to selected offerees in South Africa who comprise selected investors in South Africa falling within one of the specified categories listed in section 96(1)(a) of the South African Companies Act, or acting as principal acquiring Placing Shares for an acquisition cost of ZAR1,000,000 or more, as contemplated in section 96(1)(b) of the South African Companies Act, both of which shall be conducted as an accelerated bookbuild.

(C) In addition to the Placing, the Company is also proposing to issue depositary receipts representing new Common Shares at the Placing Price through IH Advisory (Private) Limited, acting as the Company's broker, with institutional investors in Zimbabwe

(C) Each of Cenkos and Liberum have agreed, on the terms and subject to the conditions of this Agreement, to act as the Company's joint bookrunner in relation to Admission and the UK Placing and to act as the agent of the Company in using its reasonable endeavours to procure UK Placees in respect of the Placing Shares. Cenkos and Liberum are not acting in relation to the South Africa Placing.

(E) Standard Bank has agreed, on the terms and subject to the conditions of this Agreement, to act as boookrunner to the Company in relation to the South Africa Placing and to act as the agent of the Company in using its reasonable endeavours to procure South Africa Placees in respect of the Placing Shares. Standard Bank is not acting in relation to the UK Placing.

(D) No element of the Placing is being underwritten by any of the Joint Bookrunners.

(F) Each of the Joint Bookrunners has agreed to enter into this Agreement in reliance, *inter alia*, on the representations, warranties, indemnities and undertakings contained in the Agreement.

IT IS AGREED:

1. Definitions and interpretation

1.1 In this Agreement the following words and expressions shall (save where the context otherwise requires) have the following meanings:

"**Accelerated Bookbuild**" means the bookbuild process to be conducted by the Joint Bookrunners by which the Placing Shares will be allocated under the Placing;

"**Accounts Date**" means 31 December 2022;

"**Admission**" means admission of the Placing Shares to trading on AIM becoming effective in accordance with the AIM Rules;

"**Adverse Interest**" means any claim, equity, lien, charge or trust, any other right or interest of any third party and any other encumbrance of any kind;

"**Affiliate**" means any group undertaking as defined in section 1161 of the Companies Act 2006;

"**Allan Gray**" means Allan Gray Proprietary Limited;

"**AIM**" means the market of that name operated by the London Stock Exchange;

"**AIM Rules**" means the AIM Rules for Companies and including, where applicable, any guidance notes published by the London Stock Exchange from time to time;

"**Application**" means the application to be made by Cenkos on behalf of the Company in accordance with Rule 29 of the AIM Rules in connection with Admission;

"**Articles of Association**" means the articles of association of the Company currently in force;

"**Board**" means the board of directors of the Company or a duly authorised committee thereof;

"**Bowmans Legal Opinion**" means the legal opinion from Bowman Gilfillan Inc. dated on or around the date of this Agreement;

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for non-automated general business in London and/or South Africa (as applicable);

"**Cenkos Engagement Letter**" means the engagement letter dated 14 March 2023 between the Company and Cenkos relating to its appointment as joint broker to the Company in relation to the Placing;

"**Cenkos Group**" means Cenkos and any undertaking which is, on or at any time after the date of this Agreement, a subsidiary undertaking or parent undertaking of Cenkos, or a subsidiary undertaking of any such parent undertaking;

"**Cenkos Indemnified Person**" means: (i) Cenkos; (ii) Cenkos Group; (iii) any person who is, on or at any time after the date of this Agreement, a director, officer, employee or agent of Cenkos or any member of the Cenkos Group, and any successor or assign of such persons;

"**Cenkos Placees**" means Placees procured by Cenkos to subscribe for the Placing Shares in accordance with the provisions of this Agreement and the terms of the Terms and Conditions;

"**Cenkos Placing Shares**" means the Placing Shares issued and sold to the Cenkos Placees pursuant to the UK Placing;

"**Common Shares**" means common shares of no par value in the capital of the Company;

"**Conditions**" means the conditions set out in Clause 2.1;

"**CREST**" means the settlement system which enables title to securities to be evidenced and transferred in dematerialised form of which Euroclear is the Operator;

"**Depositary**" means Computershare Investor Services PLC of The Pavilions, Bridgwater Rd, Bristol BS99 6ZZ;

"**Depositary Interests**" means the depositary interests representing Common Shares to be issued by the Depositary on Admission under the instruction of the Company in accordance with the terms of a deed by the Depositary in respect of depositary interests dated 10 March 2016 and as amended by deed by the Depositary dated 28 July 2020 and an agreement for the provision of depositary services and custody services in respect of depositary interests dated 10 March 2016 between the Depositary and the Company;

"**Directors**" means the directors of the Company as at the date of this Agreement;

"**Disclosure Guidance and Transparency Rules**" means the Disclosure Guidance and Transparency Rules of the FCA;

"**Engagement Letters**" means the Cenkos Engagement Letter, the Liberum Engagement Letter and the Standard Bank Engagement Letter;

"**Environmental Laws**" means any existing United Kingdom or Zimbabwe legislation or any other laws of any jurisdiction, in each case having application to the operations of any company in the Group or to the Properties or Licences and in relation to environmental and health and safety matters, including without limitation, directives, regulations, ordinances, orders and notices, and including judicial and administrative interpretation of each of the foregoing;

"**Euroclear**" means Euroclear UK & International Limited;

"Executive Directors" means Mark Learmonth, Victor Gapare and Dana Roets;

"**FCA**" means the Financial Conduct Authority;

"**FCA Handbook**" means the handbook of rules and guidance made by the FCA, as amended from time to time;

"**Financial Statements**" has the meaning given to it in paragraph 2.1 of Schedule 2;

"**FS Act**" means the Financial Services Act 2012 (as amended);

"**FSMA**" means the Financial Services and Markets Act 2000 (as amended) including any regulations made pursuant thereto;

"**Health and Safety Laws**" means all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes which are legally binding and in force as at the date of this Agreement in so far as they relate to or apply to the health and safety of any person including but not limited to those of the United Kingdom, Jersey and Zimbabwe;

"**Group**" means the Company and its subsidiaries and subsidiary undertakings (each being a "**Group Company**");

"**Indemnified Person**" means each Cenkos Indemnified Person, each Liberum Indemnified Person and each Standard Bank Indemnified Person or any of them;

"**Intellectual Property Rights**" means patents, registered designs, trade marks and service marks (whether registered or not), copyright, trade names, business names (including internet domain names), database rights, and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, computer programmes, semi- conductor topographies, confidential information, know-how, trade secrets, business names, goodwill and the style of presentation of goods and services and in applications for the protection thereof;

"**Jersey Companies Law**" means the Companies (Jersey) Law 1991, as amended;

"**Jersey Legal Opinion**" means the legal opinion from Mourant Ozannes (Jersey) LLP in respect of (among other things) the Company's power and capacity to enter into this Agreement and the enforceability of this Agreement as a matter of Jersey law;

"Joint Bookrunners" means Cenkos, Liberum and Standard Bank and "**Joint Bookrunner**" shall mean any one of them;

"**Konwave**" means Konwave AG, a Swiss based Gold Fund;

"**Liberum Engagement Letter**" means the indemnity letter dated 14 March 2023 between the Company and Liberum relating to its appointment as joint broker to the Company in relation to the Placing;

"**Liberum Group**" means Liberum and any undertaking which is, on or at any time after the date of this Agreement, a subsidiary undertaking or parent undertaking of Liberum, or a subsidiary undertaking of any such parent undertaking;

"**Liberum Indemnified Person**" means: (i) Liberum; (ii) Liberum Group; (iii) any person who is, on or at any time after the date of this Agreement, a director, officer, employee or agent of Liberum or any member of the Liberum Group, and any successor or assign of such persons;

"**Liberum Placees**" means Placees procured by Liberum to subscribe for the Placing Shares in accordance with the provisions of this Agreement and the terms of the Terms and Conditions;

"**Liberum Placing Shares**" means the Placing Shares issued and sold to the Cenkos Placees pursuant to the UK Placing;

"**Licences**" means the mining claims and mining leases set out in Schedule 5;

"**London Stock Exchange**" means London Stock Exchange plc;

"**Long Stop Date**" means 28 April 2023;

"**MAR**" means the Market Abuse Regulation (EU No. 596/2014) and relevant technical standards relating thereto;

"**Material Adverse Change**" means any adverse change in, or any development involving or reasonably likely to involve an adverse change in, the condition (financial, operational, legal, environmental or otherwise), earnings, business, management, property, assets, rights, results, operations or prospects of the Company or the Group which is material in the context of the Company or the Group taken as a whole, whether or not arising in the ordinary course of business and whether or not foreseeable at the date of this Agreement;

"**Motapa Legal Opinion**" means the title opinion on Motapa from Gill, Godlonton & Gerrans dated on or around the date of this Agreement;

"**No Registration Legal Opinion**" means the no registration legal opinion from Dorsey & Whitney LLP, special U.S. legal counsel to the Company, in agreed form;

"NYSE American" means the NYSE American stock exchange;

"**Opening Announcement**" means the press announcement in the agreed form to be issued via the Regulatory Information Service relating, inter alia, to the Placing with the Terms & Conditions appended thereto;

"**Operator**" has the meaning ascribed to it in the Regulations;

"**Participating Directors**" means Mark Learmonth and Victor Gapare;

"**Placees**" means persons procured by each of the Joint Bookrunners to subscribe for the Placing Shares in accordance with the provisions of this Agreement and the terms of the Terms & Conditions;

"**Placing**" means the UK Placing and the South Africa Placing;

"**Placing Documents**" means the Presentation, the Opening Announcement and the Placing Results Announcement;

"**Placing Price**" means £11.15;

"**Placing Results Agreement**" means the agreement that may be entered into between the parties to this Agreement in the form set out in Schedule 4;

"**Placing Results Announcement**" means the press announcement in the agreed form, to be issued via the Regulatory Information Service, giving details of the results of the Placing together with the number of Placing Shares and the Placing Price;

"**Placing Shares**" means the Depositary Interests representing new Common Shares proposed to be issued by the Depositary to Placees pursuant to the Placing (which term shall also refer, where the context permits, to the Common Shares underlying such Depositary Interests issued by the Company), the number of which is to be determined in accordance with Clause 6.2 and set out in the Placing Results Agreement;

"**Presentation**" means the investor presentation which was used by the Company in connection with the Placing in the agreed form;

"**Previous Announcements**" means all documents issued and announcements made by or on behalf of the Company to any stock exchange or via a Regulatory Information Service or pursuant to any regulatory obligation since 31 December 2019 (for the avoidance of doubt, including the announcement of the Group's consolidated financial statements for the year and quarter ending 31 December 2022 released on or before the date of this Agreement);

"**Properties** means all properties owned and/or occupied by the Group;

"**Prospectus Regulation**" means Prospectus Regulation (EU) 2017/1129;

"**Registrars**" means Computershare Inc. of 150 Royall Street, Canton, Massachusetts 02021; Computershare Investor Services (Jersey) Limited of 13 Castle Street, St Helier, Jersey, Channel Islands JE1 1ES; and/or the Depositary (as the context requires);

"**Regulation S**" means Regulation S promulgated under the Securities Act;

"**Regulations**" means the Uncertificated Securities Regulations 2001 (SI 2001) No. 3755 (as amended);

"**Regulatory Information Service**" means a service approved by the London Stock Exchange for the distribution to the public of regulatory announcements in accordance with the AIM Rules;

"**Relevant Proportion**" means the percentage that each of the Cenkos Placing Shares and Liberum Placing Shares are of the aggregate number UK Placing Shares;

"**Results Statement**" means as such term is defined in Schedule 21.5;

"**Securities Act**" means the United States Securities Act of 1933, as amended;

"**South Africa**" means the Republic of South Africa;

"**South Africa Placing**" means the conditional placing of the Placing Shares to selected qualified investors in South Africa by Standard Bank, as agent of the Company described in this Agreement;

"**South African Companies Act**" means the South African Companies Act, No. 71 of 2008 (as amended);

"**South African Financial Markets Act**" means the South African Financial Markets Act, No. 19 of 2012 (as amended);

"**Standard Bank Engagement Letter**" means the engagement letter dated 15 March 2023 between the Company and Standard Bank relating to its appointment as joint broker to the Company in relation to the Placing;

"**Standard Bank Group**" means Standard Bank and any undertaking which is, on or at any time after the date of this Agreement, a subsidiary undertaking or parent undertaking of Standard Bank, or a subsidiary undertaking of any such parent undertaking;

"**Standard Bank Indemnified Person**" means: (i) Standard Bank; (ii) Standard Bank Group; (iii) any person who is, on or at any time after the date of this Agreement, a director, officer, employee or agent of Standard Bank or any member of the Standard Bank Group, and any successor or assign of such persons;

"**Standard Bank Placees**" means Placees procured by Standard Bank to subscribe for the Placing Shares in accordance with the provisions of this Agreement and the terms of the Terms and Conditions;

"**Terms & Conditions**" means the terms and conditions of the Placing in agreed form which are appended to the Opening Announcement;

"**Third Parties Act**" means the Contracts (Rights of Third Parties) Act 1999;

"**Title Opinions**" means the opinions on the Group's Licences from Gill, Godlonton & Gerrans dated on or around the date of this Agreement and 5 July 2022, Scanlen & Holderness dated 5 July 2022 and 11 April 2022 respectively and the Motapa Opinion;

"**UK MAR**" means MAR as brought into UK domestic law through the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020)) and various secondary implementing regulations, with effect from 1 January 2021;

"**UK Placing**" means the conditional placing of the Placing Shares to institutional investors in the United Kingdom by Cenkos and Liberum, as agents of the Company described in this Agreement;

"**UK Prospectus Regulation**" means the Prospectus Regulation as brought into UK domestic law through the European Union (Withdrawal) Act 2018 (as amended by the European Union (Withdrawal Agreement) Act 2020)) and various secondary implementing regulations, with effect from 1 January 2021;

"United States" or "**U.S.**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"U.S. Person" means a "U.S. person" as that term is defined in Rule 902(k) of Regulation S;

"**VAT**" means United Kingdom value added tax;

"**Verification Notes**" means the verification notes in the agreed form incorporating the answers thereto and the bundle of source material and documentation confirming the accuracy of the information contained in the Placing Documents;

"**Warranties**" means the representations, warranties and undertakings given and made in Clause 10 and set out in Schedule 2;

"**Working Capital Documents**" means the profit and loss, balance sheet and cashflow model for the period to 31 December 2023 prepared by the Company, and the presentation on the capex projections for the period ended 31 December 2024 and 31 December 2025 prepared by the Company;

"**ZAR**" means South Africa rand, the lawful currency of South Africa;

"**Zimbabwe Engagement Letter**" means the engagement letter dated 21 March 2023 between the Company and IH Advisory (Private) Limited relating to its appointment as the lead financial advisors to the Company in relation to the Zimbabwe Placing;

"**Zimbabwe Placing**" means the conditional placing of Zimbabwe Shares to selected qualified investors in Zimbabwe by IH Advisory (Private) Limited , as agent of the Company described in the Zimbabwe Placing Agreement; and

"**Zimbabwe Shares**" means depositary receipts in Zimbabwe representing Common Shares of the Company and listed on the Victoria Falls Stock Exchange.

1.2 In this Agreement, unless the context otherwise requires, any reference to:

(a) any legislation is a reference to:

(i) that legislation;

(ii) any legislation which that legislation re-enacts; and

(iii) any subordinate legislation made under any such legislation,

in each case as amended, extended or re-enacted from time to time (but in the case of an amendment, extension or re-enactment effected after the date of Admission, only so far as it applies in relation to the period before Admission);

(b) Clauses and Schedules are to clauses of, and schedules to, this Agreement;

(c) the singular includes the plural and vice versa, and any reference to one gender includes the other genders;

(d) a "**person**" includes any individual, any government, state or agency of a state, any legal person and any trust, partnership, association or unincorporated body (whether or not having legal personality);

(e) this Agreement or any other agreement or document are to this Agreement or such other agreement or document as varied, supplemented, restated, renewed, novated or replaced from time to time;

(f) "**written**" or "**in writing**" means the representation of words, in English and capable of being read with the naked eye, on paper or in similar hard copy form or by email;

(g) any document in the "**agreed form**" means a document in a form agreed by (and for the purpose of identification signed or initialled by or on behalf of) the Company and each of the Joint Bookrunners;

(h) "**material**" means material in the context of the Placing and Admission or for disclosure to investors, which shall be determined by each of the Joint Bookrunners in its sole opinion (acting in good faith); and

(i) a time of day is to London time.

1.3 In this Agreement:

(a) the expressions "**subsidiary undertaking**" and "**parent undertaking**" have the meanings given to them respectively in sections 1161 1162 of the Companies Act 2006 (save that for the purposes of section 1162(2) an undertaking shall be treated as a member of another undertaking if any shares in that other undertaking are held by a person (or that person's nominee) by way of security or in connection with the taking of security granted by the first undertaking);

(b) the words "**including**" and "**in particular**" (or any similar term) are by way of illustration only and are not to be construed as implying any limitation and general words shall not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things;

(c) any Warranty which refers to any of the awareness, knowledge or belief (or derivatives of such words) of the Company or any person shall be deemed to include the awareness of the Directors who shall be deemed to have made all such enquiries and investigations as could reasonably be expected to be made or considered in the context of the Placing and Admission and which shall be deemed to include (but shall not be limited to) having read and understood the contents of the Placing Documents, Verification Notes, Working Capital Documents and the Title Opinions;

(d) references to "**finally, judicially determined**" shall mean, unless the context requires otherwise, determined or awarded by a court of competent jurisdiction or in any binding

arbitration from which there is no further appeal or otherwise so determined where no notice of appeal has been served within six months of the date of publication of the determination or award or where the right to appeal has been waived by the relevant party;

(e) unless otherwise specified the obligations of the Joint Bookrunners under this Agreement shall be several and not joint or joint and several and neither Joint Bookrunner shall be responsible for the obligations of the other and none of the provisions of this Agreement shall impose any liability on the other Joint Bookrunners or any of its or their respective Indemnified Persons for, nor shall the rights or remedies of any Joint Bookrunner be adversely affected by, any act or omission by the other Joint Bookrunner or any of the other Joint Bookrunner's respective Indemnified Persons or for any breach by the other Joint Bookrunner of the provisions of this Agreement. Any default or breach of this Agreement by one of the Joint Bookrunners shall not prejudice the rights of the other. The obligations owed by the Company to the Joint Bookrunners are owed to them as separate and independent obligations, and each Joint Bookrunner shall have the right to protect and enforce its rights hereunder without joining the other Joint Bookrunner in any proceedings. For the avoidance of doubt, no joint venture, partnership or equivalent relationship is created between the Joint Bookrunners pursuant to, or as a result of, the entry into of this Agreement.

2. Conditions

2.1 The obligations of each of the Joint Bookrunners under this Agreement are conditional upon:

(a) the delivery by the Company or its solicitors to Fieldfisher LLP (on behalf of the Joint Bookrunners) of each of the documents in accordance with Clause 3.1;

(b) the release of the Opening Announcement through a Regulatory Information Service by no later than 7.05 a.m. (London time) on the date of this Agreement;

(c) the fulfilment by the Company of its obligations under Clause 3 (*Delivery and registration of documents*) by the time specified in that Clause;

(d) the Application in respect of the Placing Shares submitted on behalf of the Company and all other documents to be submitted therewith having been delivered to the London Stock Exchange prior to Admission;

(e) receipt by the Company of the authorization of the NYSE American for the listing of the Common Shares issuable in connection with the Placing;

(f) the Company having complied with its obligations under Clauses 5 (*Application for Admission*) and 6 (*The Placing*) (to the extent that such obligations fall to be performed prior to Admission);

(g) the Warranties being true and accurate and not misleading (and remaining true and accurate and not misleading if they were repeated at any time up to and including Admission) by reference to the facts then subsisting and no matter having arisen prior to Admission which might reasonably be expected to give rise to a claim under Clause 11 (*Indemnities*);

(h) no Material Adverse Change having occurred since the date of this Agreement, in the opinion of the Joint Bookrunners;

(i) the Placing Results Agreement having been executed by the Company in accordance with Clause 6.2;

(j) the Placing Shares having been allotted, conditional only on Admission, in accordance with Clause 6.5;

(k) the delivery by the Company to each of the Joint Bookrunners immediately prior to Admission of a certificate signed for and on behalf of the Company by a Director in the form set out in Schedule 3;

(l) Admission having occurred not later than 8.00 a.m. (London time) on 30 March 2023 or such later date as the Company and each of the Joint Bookrunners may agree, but in any event not later than 8.00 a.m. (London time) on the Long Stop Date.

2.2 If, in the event that any of the Conditions is not fulfilled (or, where applicable, waived by each of Cenkos and Liberum in its absolute discretion), as the case may be, by the time (if any) specified, the respective obligations of the parties in connection with this Agreement shall, ipso facto, cease and determine and except in relation to any accrued rights or obligations or prior breach of any provision of this Agreement, no party shall have any claim against any other party and Clause 14 *(Effect of termination*) shall apply.

2.3 The Company shall use its reasonable endeavours to ensure that the Conditions are satisfied in accordance with this Agreement.

2.4 Each of Cenkos and Liberum shall be entitled in its absolute discretion and on such terms as it considers appropriate, by notice in writing to the Company, to waive fulfilment, in whole or in part, of any or all of the Conditions (to the extent permitted by law or regulation) other than those contained in Clauses 2.1(d), 2.1(e), 2.1(j) and 2.1(l), or extend the time and date for fulfilment of any Condition provided that such extension may not exceed 5.00 p.m. (London time) on the Long Stop Date.

3. Delivery and registration of documents

3.1 The Company shall cause to be delivered to Fieldfisher LLP (on behalf of each of the Joint Bookrunners) the documents listed in (i) Part A of Schedule 1, by 5.00 p.m. (London time) on the date of this Agreement; and (ii) Part B of Schedule 1, at any time prior to Admission.

3.2 The Company hereby approves of the release of the Opening Announcement through a Regulatory Information Service for release not later than 7.05 a.m. (London time) on the date hereof and (provided the Placing Results Agreement has been entered into by the parties to it) the Placing Results Announcement as soon as reasonably practicable thereafter and in any event by 12.00 p.m. (London time) on 24 March 2023 (or such later time and/or date as may be agreed by the Company and the Joint Bookrunners).

3.3 The Company undertakes to the Joint Bookrunners to take all such reasonable steps, execute all such documents and provide all such information, give all such undertakings and do or procure to be done all such things as may be necessary or required by the London Stock Exchange, and to comply with the AIM Rules for Companies, UK MAR, the FCA, the Disclosure Guidance and Transparency Rules, FSMA, FS Act, the Jersey Companies Law and the South African Companies Act.

3.4 The Company hereby undertakes not to take any action which would cause any of the Depositary Interests to be disabled in CREST as a participating security (as defined in the Regulations).

3.5 The Company shall, from time to time, procure to be communicated or delivered to each of the Joint Bookrunners all such information and documents (signed by the appropriate person where so required) as each of the Joint Bookrunners may in good faith require to enable it to discharge its obligations hereunder and pursuant to the Placing or as may be required to comply with the requirements of the AIM Rules, the FCA and/or the London Stock Exchange.

4. Authority of Joint Bookrunners as agents

The Company hereby irrevocably and unconditionally appoints each of the Joint Bookrunners to act severally and not jointly or jointly and severally as its agent for the purposes of carrying out the Placing of the Placing Shares on the terms of this Agreement. In particular, Cenkos and Liberum are each appointed to procure Placees located in the United Kingdom and Standard Bank is appointed to solely procure Placees located in South Africa. Such appointments confer on each of the Joint Bookrunners all powers, authorities and discretions on behalf of the Company which are necessary for or reasonably incidental to the making of the Placing on the basis set out in this Agreement (including, without limitation, with the prior consent of the Company (not to be unreasonably withheld or delayed) the power to appoint sub-agents or to delegate the exercise of its powers, authorities or discretions to such persons as each Joint Bookrunner thinks fit, provided that each of the Joint Bookrunners shall be liable for the acts and/or omissions of any agent or delegate appointed by it) and hereby agrees to ratify and confirm everything which each of the Joint Bookrunners or any such sub-agents or delegates shall lawfully and properly do in the exercise of and in accordance with, such appointment, powers, authorities and discretions. The Joint Bookrunners accept such appointment on these terms.

5. Application for Admission

5.1 The Company confirms to each of the Joint Bookrunners that it has authorised Cenkos to make the Application on its behalf and hereby undertakes that it will pay all such fees as may be necessary and confirms that the foregoing appointment confers on Cenkos all powers and authorities and discretions on behalf of the Company which are necessary for, or incidental to, the making of the Application.

5.2 Notwithstanding the provisions of Clause 5.1, the Company and each of the Joint Bookrunners agrees and undertakes:

(a) to execute or cause to be executed all such documents, to provide or cause to be provided all such information and to do or cause to be done everything required to be executed provided or done by them respectively, or necessary to comply with the requirements of, the London Stock Exchange for the purposes of, or in connection with, such application; and

(b) to use reasonable endeavours to procure that Admission occurs not later than 8.00 a.m. (London time) on 30 March 2023 (or such later date as may be agreed between the parties being a date not later than 8.00 a.m. (London time) on the Long Stop Date).

6. The Placing

6.1 In reliance on the covenants, undertakings, indemnities, representations and warranties contained in this Agreement, and subject to the Conditions being satisfied (or, where applicable, waived), and otherwise on the terms set out in this Agreement and the Terms & Conditions, the Joint Bookrunners will each severally and not jointly or jointly and severally use its respective reasonable endeavours to procure subscribers for all the relevant Placing Shares at the Placing Price on the terms and subject to the conditions set out in the Agreement and the Terms & Conditions.

6.2 The Company agrees that, subject to the release of the Opening Announcement, the Joint Bookrunners will conduct an Accelerated Bookbuild process in relation to the Placing which will establish the the demand for the Placing Shares and the number of Placing Shares to be issued at the Placing Price pursuant to the Placing to be recorded in the Placing Results Agreement. The Accelerated Bookbuild will commence on the release of the Opening Announcement and will end as soon thereafter as the Joint Bookrunners shall determine. The allocation of Placing Shares amongst the Placees will be determined by agreement between the Company and the Joint Bookrunners having regard to the Joint Bookrunners' allocation policies. Promptly following the determination of the number of Placing Shares to be issued at the Placing Price and the allocation as between Placees, subject to determining to do so, the parties shall as soon as practicable thereafter enter into the Placing Results Agreement, provided that the parties shall not be obliged to enter into the Placing Results Agreement. When the Company and the Joint Bookrunners have executed (in its or their absolute discretion) the Placing Results Agreement, it will take effect as part of this Agreement.

6.3 Subject to compliance by the Joint Bookrunners and the Company with their respective obligations under Clause 6.2, the Company and the Joint Bookrunners shall agree the form of the Placing Results Announcement and the Company will release the same as soon as reasonably practicable following completion of the- Accelerated Bookbuild and in any event by midday on the date of this Agreement (or such later time and/or date as may be agreed by the Company and the Joint Bookrunners).

6.4 For the avoidance of doubt the Placing is not being underwritten by the Joint Bookrunners and nothing in this Agreement shall impose on the Joint Bookrunners any obligation to underwrite any of the Placing Shares or to subscribe for any of the Placing Shares or to make any payment in respect of the subscription obligations of any Placee.

6.5 The Company agrees to offer the Placing Shares on and subject to the terms and conditions set out in the Terms & Conditions and on the basis of the information set out in the Placing Documents.

6.6 The Company authorises each of the Joint Bookrunners to issue or cause to be issued to potential Placees copies of the Placing Documents and the Terms & Conditions.

6.7 The Company undertakes with the Joint Bookrunners to use the net proceeds of the Placing received by it in the manner described in the Placing Documents unless the Placing is oversubscribed in which case the surplus proceeds shall be used as the Company sees fit (acting in good faith).

6.8 The Company acknowledges that none of the Joint Bookrunners nor any of their Affiliates or advisers are responsible to the Company for verifying the accuracy and/or fairness of any information published in the Placing Documents or any documents otherwise published by the Company.

6.9 Notwithstanding that each of the Joint Bookrunners is acting as agent of the Company in connection with the Placing:

(a) each of the Joint Bookrunners may receive and retain for its own benefit any commissions or brokerage or other benefit paid to or lawfully and properly received by it or its agents in connection with the Placing and shall not be liable to account to the Company for any such commissions, brokerage or other benefit provided that such arrangements have been previously disclosed to the Company and approved by it; and

(b) any Placing Shares for which any of the Joint Bookrunners (or any of their Affiliates or any of their respective agents) subscribes may be retained or dealt with by it (or such person) for its (or such person's) own use and benefit.

6.10 The Company acknowledges that any information it receives or has received regarding the identity of persons expressing an interest in subscribing for or purchasing Placing Shares in the Placing and the prices at which they may be willing to do so, is based on non-binding indications of interest from such persons, and there can be no assurance or obligation that such persons will subsequently agree to acquire any Placing Shares or to acquire the number of Placing Shares indicated or at the prices indicated. The Company agrees that any such information obtained or received by it will be, save as required by law or regulation or any governmental or regulatory body, held in confidence and recognises that such information may constitute inside information in relation to the Company and/or its securities for the purposes of the Criminal Justice Act 2003 and the market abuse provisions set out in UK MAR and the Company agrees to conduct itself and, where relevant, direct its officers and employees to conduct themselves, so as to avoid an offence under the Criminal Justice Act 2003 or a breach of the market abuse rules set out in UK MAR by reference to such information.

6.11 Solely for the purposes of the product governance requirements of Chapter 3 of the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK Product Governance Requirements**), each of Cenkos and Liberum acknowledges to the Company that it understands the responsibilities conferred upon it under the UK Product Governance Requirements relating to:

(a) the target market for the Placing;

(b) the eligible distribution channels for dissemination of the Placing Shares, each as set out in the Opening Announcement; and

(c) the requirement to carry out a product approval process.

Each of the Company, Cenkos and Liberum acknowledge that they have agreed the target market assessment.

6.12 The provisions of Part A of Schedule 6 shall have effect as undertakings and warranties on the part of the Company to the Joint Bookrunners.

6.13 The provisions of Part B of Schedule 6 shall have effect as several undertakings and warranties on the part of Cenkos and Liberum to the Company.

6.14 The provisions of Part C of Schedule 6 shall have effect as undertakings and warranties on the part of Standard Bank to the Company.

6.15 The Company acknowledges that none of the Joint Bookrunners are acting as agent of the Company for the purposes of the Zimbabwe Placing. None of the Joint Bookrunners shall be responsible for the acts, omissions, obligations and/or liabilities of IH Advisory (Private) Limited in connection with the Zimbabwe Placing, nor shall the rights and remedies of the Joint Bookrunners be adversely affected by any act or omission by IH Advisory (Private) Limited or equivalent relationship is created between the Joint Bookrunners and IH Advisory (Private) Limited pursuant to, or as a result of, the entry into of this Agreement.

7. Allotment of the Placing Shares

Upon satisfaction (or where applicable, waiver) of all the Conditions, other than that set out in Clause 2.1(l), and subject to agreement between the Joint Bookrunners and the Company of the contents of the Placing Results Agreement and execution of the Placing Results Agreement by the Joint Bookrunners and the Company (with no obligation existing on the Joint Bookrunners or the Company to enter into the Placing Results Agreement), the Company shall pursuant to a resolution of the Board (or a duly authorised committee of the Board), allot, conditional only on Admission, the Placing Shares to such persons in certificated or uncertificated form as the Joint Bookrunners shall require and in such denominations as may be notified to them by the Joint Bookrunners, and on the terms that, on such allotment becoming unconditional, such Placing Shares shall be fully paid and issued and shall rank *pari passu* in all respects with all other Common Shares then in issue, including the right to receive all dividends and other distributions declared, made or paid after the date of their issue.

7.1 The Placing Shares shall be subscribed free from all liens, charges, encumbrances, equities and other third party rights of any nature whatever with all rights of any nature whatever attaching or accruing to them now or after the date of their issue.

8. Settlement

Registration

8.1 The Company undertakes to the Joint Bookrunners that it shall promptly following Admission, procure the registration (without registration fee) of the Depositary as a member of the Company in relation to the Placing Shares and the registration (without fee) of the dematerialised Depositary Interests of those Placees to whom Placing Shares have been finally allocated by the Joint Bookrunners (such final allocation being subject always to the agreement of the Company) including to a Joint Bookrunner as nominee for all or any of the Placees in respect of their Placing Shares.

8.2 Subject to satisfaction (or where applicable, waiver) of all of the Conditions set out in Clause 2.1 (other than the Condition set out in Clause 2.1(l)):

(a) the Company shall instruct the relevant Registrar to procure that:-

(i) the Placing Shares in respect of the Cenkos Placees shall be credited to the following CREST account: CREST Participant ID: Pershing 601; CREST Member Account: KLCLT;

(ii) the Placing Shares in respect of the Liberum Placees shall be credited to the following CREST account: CREST Participant ID: 3SUAA; CREST Member Account: 2237400;

(iii) the Placing Shares in respect of the Standard Bank Placees shall be credited to the following CREST account: CREST Participant ID: 303; CREST Member Account: IB01, and

(in each case acting as agent of the Placees) with effect from 8.00 a.m. (London time) on the date of Admission;

(b) Cenkos shall procure such number of the Placing Shares (as are to be received by any Cenkos Placees in uncertificated form shall be transferred from its CREST account to the CREST accounts of those Cenkos Placees notified in accordance with Clause 8.1 on the date of Admission;

(c) Liberum shall procure such number of the Placing Shares as are to be received by any Liberum Placees in uncertificated form shall be transferred from its CREST account to the CREST accounts of those Liberum Placees notified in accordance with Clause 8.1 on the date of Admission;

(d) Standard Bank shall procure such number of the Placing Shares as are to be received by any Standard Bank Placees in uncertificated form shall be transferred from its CREST account to the CREST accounts of those Standard Bank Placees notified in accordance with Clause 8.1 on the date of Admission;

(e) the Company shall instruct the Registrar and procure that share certificates in respect of such number of Placing Shares as shall be held in certificated form shall be despatched to such persons (or nominees of such persons) by whom such Placing Shares have been subscribed (as notified in accordance with Clause 8.1) within 14 days of the date of Admission; and

(f) the persons entitled to be registered as the holders of the Placing Shares shall be registered promptly in accordance with regulation 20 of the Regulations.

8.3 The Company confirms that it will provide the Registrars with all necessary authorisations and information to enable the Registrars to perform their duties as registrars in accordance with and as contemplated by this Agreement, the terms of the Placing Documents and any agreement between the Registrars and the Company and that it has irrevocably authorised and instructed them to act in accordance with the instructions of the Joint Bookrunners in connection with the Placing.

Payment of proceeds

8.4 Subject to the satisfaction or, where applicable, waiver of the Conditions in accordance with Clause 2.1, each of the Joint Bookrunners shall pay (in cleared funds) the relevant aggregate subscription price of the Placing Shares in each case actually received by it from Placees in accordance with the terms of this Agreement, less the deductions made pursuant to Clause 9 in respect of fees, commissions and costs payable by the Company by no later than 5.00 p.m. (London time) on the third Business Day following Admission by telegraphic transfer to the following bank account of the Company:

Bank:	BARCLAYS BANK
Account No:	13908445
Account Name:	CALEDONIA PLC
Sort Code:	204505
IBAN:	GB26BARC20450513908445
Address:	P.O. Box 8, Jersey, UNITED KINGDOM, JE4 8NE

8.5 In the event that a Placee does not transfer the relevant subscription monies to a Joint Bookrunner in accordance with the provisions of and time limits set out in the Terms & Conditions, and following Admission, a Joint Bookrunner receives such monies, to the extent that the Joint Bookrunner is not required to do otherwise in accordance with the Terms & Conditions, the Joint Bookrunner shall pay to the Company within 3 Business Days of such receipt, any such balance of the subscription amounts so received by it.

8.6 The payment by a Joint Bookrunner of the amount(s) referred to in Clause 8.4 shall constitute an absolute discharge of any obligation of it to make payment to the Company in respect of the Placing Shares and a Joint Bookrunner shall not be required to investigate (but it shall not be

prevented from so investigating) the application of such amount by the Company in accordance with the intentions of the Directors as are specified in the Placing Documents.

9. Commissions, fees, costs and expenses

9.1 In consideration of the Joint Bookrunners agreement to use their reasonable endeavours to procure subscribers for the Placing Shares and the Joint Bookrunners services in connection with the Placing and Admission the Company shall, conditional on Admission:

(a) pay to Cenkos such corporate finance fee as is set out in the Cenkos Engagement Letter; and

(b) pay to Liberum an aggregate commission of 6 per cent. of an amount equal to the Placing Price multiplied by the aggregate number of Placing Shares issued and sold to Konwave;

(c) pay to Cenkos an aggregate commission of 6 per cent. of an amount equal to the Placing Price multiplied by the aggregate number of Placing Shares issued and sold pursuant to the UK Placing (excluding, Konwave, the Participating Directors and Allan Gray), and only relating to such Placing Shares with a maximum aggregate value of $5,000,000;

(d) pay Cenkos and Liberum an aggregate commission of 6 per cent. of an amount equal to the Placing Price multiplied by the aggregate number of UK Placing Shares (excluding Placing Shares to be issued to the Participating Directors) less the commission paid under sub-paragraphs (b) and (c), and such commission to be divided between Cenkos and Liberum in the Relevant Proportion;

(e) pay to Standard Bank the higher of: (i) $60,000; and (ii) an aggregate commission of 6 per cent. of an amount equal to the Placing Price multiplied by the aggregate number of Placing Shares issued and sold pursuant to the South Africa Placing (excluding, Placing Shares to be issued to the Allan Gray and the Participating Directors),

together with any amounts in respect of VAT payable thereon. For the avoidance of doubt, there is no commission payable in relation to any Placing Shares placed with Allan Gray or the Participating Directors.

9.2 The Company authorises the deduction of the fees and commissions provided in Clause 9.1 and the expenses provided in Clause 9.3 including in each case any applicable VAT thereon from the sums otherwise payable to the Company pursuant to Clause 8 (The Placing Settlement).

9.3 In addition to the fees and commissions referred to in this Clause 9, the Company shall pay or bear all costs, charges and expenses properly incurred and arising out of, or incidental to, the Placing and Admission and the arrangements referred to or contemplated in this Agreement, including (but without limitation) (i) all expenses of each of the Joint Bookrunners (ii) the fees and expenses of each of the Joint Bookrunners legal advisers in the United Kingdom and South Africa (iii) all fees and expenses payable in connection with the Placing and Admission (iv) the expenses of the Registrars and (v) printing and advertising expenses and postage, provided that any costs over £2,000 have been approved by the Company prior to being incurred. The Company shall forthwith upon request by each of the Joint Bookrunners reimburse to each of the Joint Bookrunners the amount of any such costs, charges and expenses which each of the Joint Bookrunners may have paid.

9.4 Where, pursuant to Clauses 9.1 or 9.3 a sum is payable to each of the Joint Bookrunners by the Company, the Company shall in addition pay to each of the Joint Bookrunners in respect of VAT:

(a) where the payment (or any part of it) constitutes the consideration (or any part thereof) for any supply of goods or services by each of the Joint Bookrunners to the Company, including (without limitation) a payment that constitutes (in whole or in part) the reimbursement of a cost, charge or expense falling within Clause 9.4(b), such amount as equals any VAT chargeable on any such supply; and

(b) (except where the payment falls within Clause 9.4(c)) such amount as equals any VAT charged to or incurred by each of the Joint Bookrunners in respect of any cost, charge or expense which gives rise to or is reflected in the payment and which each of the Joint Bookrunners certifies is not recoverable by each of the Joint Bookrunners by repayment or credit (such certificate to be conclusive in the absence of manifest error); and

(c) where the payment is in respect of costs, charges or expenses incurred by each of the Joint Bookrunners as agent for the Company such amount as equals the amount included in the costs, charges or expenses in respect of VAT.

10. Representations, warranties and undertakings

10.1 The Company represents, warrants and undertakes to each of the Joint Bookrunners as at the date of this Agreement and at all times during the period up to and including Admission as if repeated by reference to the facts and circumstances existing at all such times in the terms set out in Schedule 2.

10.2 The Company shall make reasonable enquiries in accordance with clause 1.3(c) during the period prior to Admission to ascertain whether any of the Warranties has become or is likely to become untrue or inaccurate or misleading.

10.3 If at any time prior to Admission:

(a) any breach of any of the Warranties or any matter, fact, circumstance or event which might reasonably be expected to give rise to such a breach shall come to the knowledge of the Company; or

(b) any matter, fact, circumstance or event shall come to the knowledge of the Company which, if the Warranties were repeated at such time, would render the Warranties untrue, inaccurate or misleading,

the Company will give immediate notice to the Joint Bookrunners of the same upon becoming aware of such breach, matter, fact, circumstance or event.

10.4 If, at any time prior to Admission, a Joint Bookrunner receives notification pursuant to Clause 10.3 or they shall otherwise become aware that any of the Warranties has become or is likely to become untrue, inaccurate or misleading either when given or if it were repeated at any time before Admission by reference to the facts or circumstances existing at the time of repetition, the Joint Bookrunners may (without prejudice to their right to terminate their obligations under this Agreement pursuant to Clause 13 (*Termination*)) require the Company at the Company's sole expense to make or cause to be made such announcement and/or despatch such communication as the Joint Bookrunners, after consultation with the Company, may reasonably determine.

11. Indemnities

11.1 No claim shall be made by the Company, any other company in the Group or any of the directors, officers, employees or agents of the Company or any other member of the Group, against any Indemnified Person to recover any loss, damage, cost, charge or expense which the Company, the Directors, any subscriber or purchaser of the Placing Shares pursuant to the Placing or any subsequent purchaser or transferee of Common Shares may suffer or incur by reason of or arising directly or indirectly out of the carrying out by each of the Joint Bookrunners, or on its behalf, of its obligations under and in accordance with this Agreement, or the provision by or on behalf of each of the Joint Bookrunners of any services to the Company (whether under this Agreement or otherwise) in connection with the Placing, the Zimbabwe Placing or Admission except to the extent that such loss, damage, cost, charge or expense arises as a result of conduct which finally is judicially determined to have been directly caused by the fraud, gross negligence or wilful default of the relevant Joint Bookrunner or the relevant Joint Bookrunner's Indemnified Person in the carrying out by such Indemnified Person of their respective obligations or services under or in connection with this Agreement or the Placing. For the avoidance of doubt, the finally judicially determined gross negligence, wilful default or fraud of: (i) a Cenkos Indemnified Person shall only negate the provisions in this Clause in relation to Cenkos and the Cenkos Indemnified Persons, and (ii) a Liberum Indemnified Person shall only negate the provisions of this Clause in relation to Liberum and a Liberum Indemnified Persons; and (iii) a Standard Bank Indemnified Person shall only negate the provisions of this Clause in relation to Standard Bank and a Standard Bank Indemnified Persons.

11.2 Without prejudice to the rights of each of the Joint Bookrunners as agent of the Company under the general law, the Company undertakes to each of the Joint Bookrunners and each Indemnified Person to indemnify and keep indemnified and hold harmless each Indemnified Person on demand against all or any claims (whether or not successful, compromised or settled), actions, liabilities, demands, proceedings or judgments brought or established against any Indemnified Person in any jurisdiction by any subscriber or purchaser, allottee or Placee of the Placing Shares pursuant to the Placing or by any subsequent purchaser or transferee of Common Shares or by any governmental agency or regulatory body or any other person whatsoever and against all losses, costs, charges, expenses (including legal fees) or taxes (including, VAT (which for this purpose shall be deemed to include any value added tax or comparable turnover tax arising whether in the United Kingdom or elsewhere), stamp duty and stamp duty reserve tax but excluding corporation tax on normal trading profits) which any Indemnified Person may suffer or incur (including, but not limited to, all such losses, costs, charges, taxes or expenses suffered or incurred in investigating, preparing for, responding to, defending, disputing or settling any such claim, action, liability, demand or proceedings and/or in establishing its right to be indemnified pursuant to this Clause 11.2) and which in any such case arises, directly or indirectly, out of or is attributable to or is in connection with the Placing, the Zimbabwe Placing and Admission and/or the carrying out by each of the Joint Bookrunners of their respective obligations or services under or in connection with this Agreement or the Placing including, without limitation:

(a) the neglect, negligence, omission or default of the Company; and/or

(b) the allotment and issue of the Placing Shares and/or the Zimbabwe Shares and the rescission of any contract to subscribe for any Placing Shares (including any Terms & Conditions) and/or the Zimbabwe Shares; and/or

(c) the amount at which the Placing Price is fixed or determined; and/or

(d) each of the Joint Bookrunners acting as agent or adviser to the Company in connection with the Placing or Admission or otherwise performing its obligations in accordance with the terms of this Agreement or the Engagement Letters including the issue or approval by each of the Joint Bookrunners for the purpose of Section 21 of the FSMA of any financial promotion; and/or

(e) the Placing Documents (or any other publication, statement or communication made by the Company) not containing, or being alleged not to contain, all information required to be included by the Jersey Companies Law, FSMA, the FS Act, the AIM Rules, the Disclosure Guidance and Transparency Rules, the Regulations, the South African Companies Act or any other relevant requirement of statute or statutory regulation or applicable legal or regulatory requirements in any jurisdiction or any statement in it being or being alleged to be untrue, inaccurate, incomplete, misleading (whether by omission or otherwise) or not based on reasonable grounds; and/or

(f) any misrepresentation or alleged misrepresentation (by whomsoever made) contained in the Placing Documents or any other document issued in connection with Admission or the Placing or the Zimbabwe Placing ; and/or

(g) any breach or alleged breach by the Company of any of its obligations hereunder or under the Engagement Letters or any breach or alleged breach by the Company of the Warranties or undertakings; and/or

(h) the distribution, issue or approval of the Placing Documents or other documents or materials in connection therewith in connection with the Placing, Zimbabwe Placing and Admission; and/or

(i) the implementation of the Zimbabwe Placing by the Company and IH Advisory (Private) Limited;

(j) any failure or alleged failure by the Company or any of the Directors or their agents, employees or professional advisers to comply with the FSMA, the FS Act, UK MAR, the AIM Rules, the Rules of the London Stock Exchange, the listing rules of NYSE American Company Guide, the listing rules of the Victoria Falls Stock Exchange (to the extent that they apply), the South African Companies Act or the South African Financial Markets Act, 2012, the UK Prospectus Regulation or any other requirements of statute or statutory regulation in any jurisdiction in relation to the Placing or Admission or any wrongful or tortious act or omission or any breach of any duty of care,

unless and to the extent that any of them arises as a direct result of conduct (other than in respect of conduct in relation to Clause (a), (b), (e), (f), (g) and (j)) which is finally judicially determined to have been directly caused by the fraud, gross negligence or wilful default of the relevant Joint Bookrunner or the relevant Joint Bookrunner's Indemnified Person in the carrying out by such Indemnified Person of their respective obligations or services under or in connection with this Agreement or the Placing. For the avoidance of doubt, the finally judicially determined gross negligence, wilful default or fraud of: (i) a Cenkos Indemnified Person shall only negate the provisions in this Clause in relation to Cenkos and the Cenkos Indemnified Persons, and (ii) a Liberum Indemnified Person shall only negate the provisions of this Clause in relation to Liberum and a Liberum Indemnified Persons; and (iii) a Standard Bank Indemnified Person shall only negate the provisions of this Clause in relation to Standard Bank and a Standard Bank Indemnified Persons.

11.3 The Company undertakes that, without prejudice to any claim that it may have against any Indemnified Person, no proceedings shall be taken against any director, officer, employee, consultant, agent, shareholder or controlling person of any Indemnified Person in respect of any claim it may have against any Indemnified Person (whether under this Agreement or otherwise).

11.4 If any of the Joint Bookrunners becomes aware of any claim made or threatened within the scope of the indemnity set out in this Clause 11, such Joint Bookrunner shall promptly notify the Company thereof and shall thereafter (subject to the Indemnified Person being indemnified and secured to

their reasonable satisfaction by the Company against all costs, charges, damages and expenses the Indemnified Person may suffer or incur as a result of so doing), subject to the requirements (if any) of the Indemnified Person's insurers, consult with the Company regarding the Indemnified Person's conduct of the claim and shall provide the Company with such information and copies of such documents relating to the claim as the Company may reasonably require provided that the Indemnified Person shall not be under any obligation to take into account any requirements of the Company in connection with such conduct nor to provide the Company with a copy of any document which is, or in the opinion of the Indemnified Person's advisers, is likely to be privileged in the context of the claim.

11.5 If the Company becomes aware of any claim made or threatened within the scope of the indemnity set out in this Clause 11 or any matter which may give rise to a claim the Company shall notify each of the Joint Bookrunners and shall provide the Indemnified Person with such information and copies of such documents relating to the claim as they may require provided that the Company shall not be required to do so to the extent that:

(a) the Company reasonably considers a relevant document to be subject to a bona fide duty of confidentiality owed by it to a third party or to be privileged in the context of any litigation by the Company against the Indemnified Person (or vice versa) connected with the claim; or

(b) it would prejudice any insurance cover to which the Company may from time to time be entitled.

11.6 The Company agrees that it will not without the prior written consent of the relevant Joint Bookrunner (acting in good faith) settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim in respect of which indemnification may be sought by any Indemnified Person under this Clause 11 (whether or not the Indemnified Person is an actual or potential party to such claim) unless such settlement, compromise or consent includes an unconditional release of the Indemnified Person from all liability arising out of such claim and does not include a statement as to or an admission of fault, culpability or failure to act by or on behalf of any Indemnified Person.

11.7 If the Company enters into any agreement or arrangement with any third party adviser ("Third Party Adviser") for the purpose of or in connection with the Placing, the terms of which provide that the liability of the Third Party Adviser to the Company is excluded or limited in any manner, and the Indemnified Person concerned may have joint or joint and several liability with such Third Party Adviser to the Company arising out of the performance of its duties under this agreement, the Company shall:

(a) not be entitled to recover any amount from the Indemnified Person concerned which, in the absence of such exclusion or limitation, the Indemnified Person concerned would have been entitled to recover from such Third Party Adviser pursuant to the Civil Liability (Contribution) Act 1978;

(b) indemnify the Indemnified Person concerned in respect of any increased liability to any third party which would not have arisen in the absence of such exclusion or limitation; and

(c) take such other action as the Indemnified Person concerned may require to ensure they are not prejudiced as a consequence of such agreement or arrangement.

11.8 Each of the Joint Bookrunners may defend, compromise, settle or deal with any claim made or threatened within the scope of the indemnity set out in this Clause 11 as it sees fit (having considered the Company's reasonable requests).

11.9 Nothing in this Clause 11 shall operate to exclude or restrict any duty or liability of any Indemnified Person under FSMA or under the regulatory system (as defined in the FCA Handbook) to an extent greater than permitted by the rules contained in the FCA Handbook or law.

12. Warranties and Indemnities: General Provisions

12.1 Each of the Warranties and each of the indemnities set out or referred to in this Agreement shall remain in full force and effect notwithstanding Admission. For the avoidance of doubt, this Clause 12 shall be without prejudice to the time limits expressly set out in this Agreement.

12.2 The indemnities set out or referred to in this Agreement shall be in addition to and shall not be construed to limit, affect or prejudice any other right or remedy available to any Indemnified Person.

12.3 No neglect, delay or indulgence on the part of a Joint Bookrunner in enforcing the Warranties or the indemnities set out or referred to in this Agreement or in enforcing any other term or condition of this Agreement shall be construed as a waiver thereof.

12.4 Notwithstanding any rule of law or equity to the contrary, any release, waiver or compromise or any other arrangement of any kind whatsoever which a Joint Bookrunner may agree to or effect as regards the Company in connection with this Agreement and, in particular (but without limitation), the Warranties and the indemnities set out or referred to in this Agreement shall not affect the rights of a Joint Bookrunner as regards any other person.

12.5 No default, breach, waiver, act or omission by a Joint Bookrunner or any Indemnified Person related to such Joint Bookrunner shall affect the rights of that Joint Bookrunner or the other Joint Bookrunner or any Indemnified Person related to either Joint Bookrunner under the indemnity in Clause 11 nor shall the rights or remedies of either Joint Bookrunner be adversely affected by, any act or omission by the other Joint Bookrunners or any of the other Joint Bookrunner's respective Indemnified Persons or for any breach by the other Joint Bookrunners of the provisions of this Agreement.

13. Termination

13.1 If at any time before Admission, in the sole opinion of either or both of Cenkos and/or Liberum (acting in good faith):

(a) the Company fails to comply with any of its material obligations under this Agreement or it commits a breach of the rules and regulations of the FCA and/or London Stock Exchange and/or the AIM Rules, FSMA, the FS Act, UK MAR and/or the South African Companies Act or any other applicable law or regulation (including, but not limited to, the rules and regulations of the NYSE American or the Victoria Falls Stock Exchange); or

(b) it comes to the notice of a Joint Bookrunner that any statement contained in any of the Placing Documents was untrue, incorrect or misleading at the date of such document; or

(c) it comes to the notice of a Joint Bookrunner that any statement contained in any of the Placing Documents has become untrue, incorrect or misleading in any respect or that

any matter has arisen which would, if the Placing were made at that time, constitute an omission therefrom; or

(d) it comes to the notice of a Joint Bookrunner that any of the Warranties given by the Company was not at the date of this Agreement true and accurate in any respect; or

(e) it comes to the notice of a Joint Bookrunner that a matter has arisen which is likely to give rise to a claim under any of the indemnities given by the Company in Clause 11 (Indemnities); or

(f) any of the Warranties, given by the Company by reference to the circumstances prevailing from time to time has ceased to be true and accurate;

(g) if any public announcement is made by the Company that would make it, in the good faith judgment of the Joint Bookrunners, impracticable or inadvisable to sell the Placing Shares or to enforce contracts for the issue of the Placing Shares; or

(h) there shall have occurred or there is likely to occur any Material Adverse Change,

either or both of Cenkos and/or Liberum may in its or their absolute discretion by notice to the Company prior to Admission terminate its obligations under this Agreement. For the avoidance of doubt, the termination will also apply to Standard Bank.

13.2 If prior to Admission there happens, develops or comes into effect:

(a) any suspension or limitation of trading (a) in any of the Company's securities by the London Stock Exchange or any other exchange or over the counter market, or (b) generally on the London Stock Exchange, any other regulated financial market within the European Economic Area (the "**EEA**") or the New York Stock Exchange;

(b) a general moratorium on commercial banking activities having been declared by the relevant authorities in the United Kingdom, the United States of America, South Africa, any member of the EEA or Zimbabwe or a material disruption in commercial banking or securities settlement or clearance services in the United Kingdom, the United States of America, South Africa, any member of the EEA or Zimbabwe; or

(c) the fixing of minimum or maximum prices for trading, or maximum ranges for prices by any of the said exchanges or any other governmental authority;

(d) the outbreak or escalation of hostilities or acts of terrorism involving the United Kingdom, the United States of America, South Africa, any member of the EEA or Zimbabwe or the declaration by the United Kingdom, the United States of America, South Africa, any member of the EEA or Zimbabwe of a national emergency or war; or

(e) any other occurrence of any kind which (by itself or together with any other such occurrence) in a Joint Bookrunner's opinion (acting in good faith) is likely to materially and adversely affect the market's position or prospects of the Group taken as a whole; or

(f) any other crisis of international or national effect or any change in any currency exchange rates or controls or in any financial, political, economic or market conditions or in market sentiment which, in any such case, in Cenkos' and/or Liberum's opinion (acting in good faith) is materially adverse and likely to render the Placing or Admission, temporarily or permanently, impracticable or inadvisable,

then in any such case either or both of Cenkos and/or Liberum may, after having to the extent practicable in the circumstances consulted with the Company, give notice to the Company prior to Admission to rescind this Agreement with respect to its obligations without incurring any liability to the other parties to this Agreement.

13.3 Any notice given pursuant to this Clause 13 may be given verbally or by electronic mail and will be effective if given by means of any face to face communication, a recorded telephone call or electronic mail between a director or employee of either of the Joint Bookrunners and any Director provided that without prejudice to the effectiveness of such a notice given under this Clause 13.3 confirmation of such notice is given by no later than 5.00 p.m. (London time) on the Business Day following that on which notice is given under this Clause 13.3 by one of the methods described in Clause 17.

13.4 If any Joint Bookrunner gives any notice to the Company in accordance with Clause 13.3, that Joint Bookrunner shall promptly thereafter similarly notify the other Joint Bookrunner.

14. Effect of termination

14.1 If the obligations of any of the Joint Bookrunners under this Agreement (save to the extent specified in this Clause 14) shall be terminated or rescinded pursuant to Clause 13 (Termination) or the Conditions are not satisfied or, where applicable, waived in accordance with Clause 2.4:

(a) Cenkos shall, on behalf of the Company, withdraw the Application (if submitted) and the parties shall procure that Admission does not occur; and

(b) the Company shall, if so requested by the Joint Bookrunners, make an announcement via a Regulatory Information Service and/or press announcement in such form as the Joint Bookrunners may require (acting in good faith); and

(c) no party shall have any claim against any other party for compensation, costs, damages or otherwise, save that:

(i) the Company shall promptly pay or reimburse to each of the Joint Bookrunners such of the expenses, charges and disbursements referred to in Clause 9.3 which have been incurred by each of the Joint Bookrunners at the point of termination on behalf of the Company together in each case with any applicable VAT; and

(ii) the provisions of Clauses 1 (*Definitions and interpretation*), 9.3 (*costs and expenses*), 9.4 (VAT), 10 (*Indemnities*), 16 (*Withholding and grossing-up*), 17 (Notices) and 19 (*Liabilities, rights and remedies*) to 22 (*Governing law and jurisdiction*) (inclusive) shall continue to apply notwithstanding such termination and Clause 15.1 (*Continuing obligations – no announcements*) shall continue to apply for a period of 30 days from the date of such termination insofar as any public announcement, statement or communication refers to a Joint Bookrunner.

15. Continuing obligations

15.1 The Company undertakes to each of the Joint Bookrunners that except for the release of the Opening Announcement in the agreed form or as may be expressly required by the London Stock Exchange or any applicable laws whether of England, Jersey, Zimbabwe or elsewhere or the rules

of any other regulatory body having jurisdiction, neither it nor any of its subsidiary undertakings nor any person on its or their behalf will at any time prior to Admission make any public announcement, public statement or public communication regarding the Company or any subsidiary undertaking or associate of the Company, whether in response to enquiries or otherwise, without the prior written consent of each of the Joint Bookrunners, such consent not to be unreasonably withheld or delayed.

15.2 The Company hereby undertakes that, for a period of 180 days following Admission, it will not without the prior consent of each of the Joint Bookrunners (not to be unreasonably withheld or delayed) issue any shares or options to subscribe for any shares (other than the Zimbabwe Shares, options granted pursuant to any employee share schemes adopted by the Company and the securities to be issued as mentioned in the Placing Documents) or securities convertible or exchangeable into shares or enter into any agreement or undertaking to do so.

15.3 The Company hereby undertakes that, for a period of 180 days following Admission, it will not, without the prior written consent of each of the Joint Bookrunners (not to be unreasonably withheld or delayed), enter into any agreement, commitment or arrangement or put itself into a position where it is obliged to make any announcement concerning any agreement, commitment or arrangement which might be material in the context of the Placing or Admission, save in each case to the extent consistent with any of the activities, plans, developments, strategies and intentions of the Company (including the use of proceeds) set out in the Placing Documents.

16. Withholding and grossing-up

16.1 All sums payable to each of the Joint Bookrunners or to any third party under the Third Parties Act under or pursuant to or for any breach of this Agreement shall be paid free and clear of all deductions or withholdings unless the deduction or withholding is required by law, in which event the payer shall pay such additional amount as shall be required to ensure that the net amount received by the recipient will equal the full amount which would have been received by it had no such deduction or withholding been made.

16.2 If HM Revenue & Customs or any other tax authority (including Jersey and/or Zimbabwe) brings into charge to tax (or into any computation of income, profit or gains for the purposes of any charge to tax) any sum payable to a Joint Bookrunner or to any third party under the Third Parties Act under or pursuant to or for any breach of this Agreement (other than the fees and commissions due under Clause 9.1), then the person liable to make such payment shall pay such additional amount as shall be required to ensure that the total amount paid, less the tax chargeable thereon or in respect or as a result thereof (or that would be so chargeable but for the availability of relief in respect of that charge to tax), is equal to the amount that would otherwise be payable to each of the Joint Bookrunners or such third party under or pursuant to or for any breach of this Agreement (additional payments being made on demand by each of the Joint Bookrunners or such third party).

16.3 If, on payment of an additional amount to a Joint Bookrunner or any third party under Clause 16.1 or 16.2 a Joint Bookrunner determines that it or any such third party (or any other person) has received or been granted (and has derived full use and benefit from) a credit against, relief or remission for, or repayment of, any tax in respect of or calculated with reference to the additional amount paid, a Joint Bookrunner shall, to the extent that it can do so without prejudice to the retention of such credit, relief, remission or repayment, pay to the Company such amount as such Joint Bookrunner shall, acting in good faith, determine to be the proportion of such credit, relief, remission or repayment as will leave such Joint Bookrunner (and/or such third party or other person, as the case may be) after such payment in the same after tax position it would have been in (after taking into account all properly incurred expenses incurred in determining and/or, if necessary, claiming the appropriate credit, relief, remission or repayment) had there been no

deduction or withholding as referred to in Clause 16.1 and no charge to tax (or bringing into any computation of income, profit or gains for the purposes of any charge to tax) as referred to in Clause 16.2 provided always that:

(a) a Joint Bookrunner's determination of any amount payable under this Clause 16.3 and the date by which it shall be paid shall be final and binding (subject to such Joint Bookrunner's right to adjust the amount determined should the initial determination prove to be incorrect);

(b) the relevant Joint Bookrunner, and/or such other third party or other relevant person, shall have absolute discretion as to whether, and of the order and manner in which it employs or claims tax credits, reliefs and allowances available to it and generally as to the conduct of its tax affairs; and

(c) the relevant Joint Bookrunner and/or such other third party or other relevant person as the case may be shall not be obliged to disclose any information regarding its tax affairs or tax computations.

17. Notices

17.1 Any notice under this Agreement must be in writing and will only be effective if:

(a) sent by hand, or by pre-paid mail delivery service (by airmail if sent outside the jurisdiction in which it is posted):

(i) where the recipient is the Company, to the Company's address stated at the beginning of this Agreement, marked for the attention of Mark Learmonth (CEO) and Adam Chester (General Counsel); or

(ii) where the recipient is Cenkos to its address stated at the beginning of this Agreement, marked for the attention of Adrian Hadden; or

(iii) where the recipient is Liberum to its address stated at the beginning of this Agreement, marked for the attention of Scott Mathieson and the General Counsel; or

(iv) where the recipient is Standard Bank to its address stated at the beginning of this Agreement, marked for the attention of Global Head of Equity Capital Markets;

(b) sent by email:

(i) where the recipient is the Company, to mlearmonth@caledoniamining.com and achester@caledoniamining.com; or

(ii) where the recipient is Cenkos, to ahadden@cenkos.com; or

(iii) where the recipient is Liberum, to Scott.Mathieson@liberum.com with a copy to Legal@liberum.com; or

(iv) where the recipient is Standard Bank, to simon.matthews@standardbank.co.za; or

(c) sent as described in Clauses 17.1(a) or 17.1(b) to such other address as may be notified from time to time (in accordance with the provisions of this Clause 17.1) by the

recipient to the sender, any notice pursuant to this Clause 17.1(c) taking effect on the later of the date, if any, specified in such notice as its effective date or the date five Business Days after receipt of such notice.

17.2 Subject to Clause 17.3, a notice under or other communication pursuant to this Agreement shall be treated for the purposes of this Agreement as having been received by the recipient:

(a) if sent by hand, when left at the recipient's address;

(b) if sent by pre-paid mail delivery service and the sender proves that the envelope containing it was correctly addressed in accordance with Clause 17.1 and that it was:

(i) sent by first class mail, or nearest equivalent service in the jurisdiction of posting to an address within the same jurisdiction, with postage pre-paid in full, on the second Business Day after sending; or

(ii) sent by airmail, on the seventh Business Day after sending; and

(c) if sent by email, and the sender proves that it was sent to the correct address, one hour after it was sent.

17.3 Any notice under or other communication pursuant to this Agreement which is received on a day which is not a Local Business Day, or after 5 p.m. (local time at the place of receipt) on any day, will be treated as having been given at 9 a.m. on the next Local Business Day (and for this purpose "**Local Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for non-automated general business at the place of receipt).

17.4 This Clause 17 does not apply to the service of any document in any legal action or proceedings or, where applicable, any arbitration or other method of dispute resolution arising out of or in connection with this Agreement.

18. Assignment and third parties

18.1 The Company may not, without the prior written consent of each of the Joint Bookrunners, assign, transfer, charge, hold on trust or deal in any other manner with all or any of its rights under this Agreement nor sub-contract or delegate in any other manner the performance of all or any of its obligations under this Agreement.

18.2 Save as expressly provided in Clause 18.3, a person who is not a party to this Agreement has no right under the Third Parties Act to enforce or avail himself of any term of this Agreement.

18.3 Each Indemnified Person (other than each of the Joint Bookrunners) may avail itself of and enforce the rights conferred on it under Clause 11 (Indemnities) and Clause 16 (Withholding and grossing- up) under the Third Parties Act, provided that each of the Joint Bookrunners (without obligation) shall have the sole conduct of any relevant legal action on behalf of the relevant third party and shall be entitled in its own discretion to waive any entitlement under this Agreement (or otherwise make settlements with respect to this Agreement) to such extent as it may think fit having regard to its own and any other interest it may determine. Each of the Joint Bookrunners will have no responsibility to any third party under or as a result of this Agreement.

18.4 The parties may by agreement rescind or vary this Agreement without the consent of any other person.

19. Liabilities, rights and remedies

19.1 This Agreement together with the Engagement Letters constitutes the entire agreement between the parties relating to its subject matter and supersedes any and all previous agreements (whether written or oral) between the parties or any of them relating to that subject matter. Where the terms of this Agreement and the Engagement Letters are inconsistent, the terms of this Agreement shall prevail, and no payment shall be required to be made twice under this Agreement and the Engagement Letters.

19.2 Any time, date or period mentioned in this Agreement may be extended by mutual agreement between the parties but as regards any time, date or period originally fixed or any time, date or period so extended time shall be of the essence.

19.3 The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights and remedies provided by law, and all such rights and remedies may be enforced separately or concurrently with any other right or remedy.

19.4 No failure to exercise or delay in exercising any right or remedy by each of the Joint Bookrunners shall constitute a waiver of that right or remedy. No single or partial exercise of any right or remedy by each of the Joint Bookrunners, and no waiver of any right or remedy by each of the Joint Bookrunners, shall prevent or restrict the further exercise of that or any other right or remedy by each of the Joint Bookrunners. Any waiver by each of the Joint Bookrunners shall apply only in favour of the person to whom it is expressly addressed and for the specific circumstances for which it is given.

19.5 No variation of this Agreement shall be effective unless it is in writing, expressly states that it amends this Agreement, and is duly executed by or on behalf of each of the parties, in the case of each of the Joint Bookrunners by a director.

19.6 If any provision of this Agreement is or becomes void or unenforceable in any jurisdiction, this shall not affect the validity or enforceability of that provision in any other jurisdiction nor the validity or enforceability of any other provision of this Agreement. If any such provision would be valid and enforceable in the relevant jurisdiction if some part of such provision were deleted, such provision shall apply in the relevant jurisdiction with such deletion as may be necessary to make it valid and enforceable.

20. No Advisory or Fiduciary Relationship

20.1 The Company acknowledges and agrees that:

(a) each of the Joint Bookrunners has been and is acting for the Company and no one else in connection with the Placing and has not and will not regard, and has not regarded any other person as their client and have not and will not be responsible to anyone other than the Company for providing the protections afforded to clients nor for providing advice in relation to the Placing;

(b) the terms of the Placing, including the determination of the Placing Price, is an arms- length commercial transaction between the Company, on one hand, and each of the Joint Bookrunners, on the other hand;

(c) in connection with the Placing and the process leading to such transaction, each of the Joint Bookrunners is not a fiduciary of the Company or the Company's stockholders, creditors, employees or any other party;

(d) each of the Joint Bookrunners has not assumed or will not assume an advisory or fiduciary responsibility in favour of the Company with respect to the Placing or the

process leading to the Placing and each of the Joint Bookrunners has no obligation to the Company with respect to the Placing except the obligations expressly set out in this Agreement;

(e) each of the Joint Bookrunners and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company; and

(f) each of the Joint Bookrunners has not provided any legal, accounting, regulatory or tax advice with respect to the Placing and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent they deemed appropriate.

21. Counterparts

This Agreement may be executed in any number of duplicates, or by the parties on separate counterparts. Each executed duplicate or counterpart shall be an original but all the duplicates or counterparts shall be construed as one document.

22. Governing law and jurisdiction

22.1 This Agreement and any non-contractual obligation arising out of or in connection with it are governed by the law of England and Wales.

22.2 Each party irrevocably agrees that the courts of England and Wales have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement or any non- contractual obligation arising out of or in connection with it. Nothing in this clause shall limit the right of each of the Joint Bookrunners to join the Company in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

22.3 The Company irrevocably appoints RBG Legal Services Limited trading as Memery Crystal of 165 Fleet Street, London, EC4A 2DY as its agent for service of process in any proceedings in the courts of England and Wales arising out of or in connection with this Agreement and agrees that failure by its process agent to notify it of such service shall not affect the validity of such service. If its process agent is or becomes unable or unwilling for any reason to act as agent for service of process in England and Wales. The Company shall promptly appoint another process agent who is able and willing so to act and notify each of the Joint Bookrunners of the new process agent's name and address. If its process agent moves to a new address within England and Wales, the Company shall promptly notify each of the Joint Bookrunners of its process agent's new address.

22.4 Standard Bank irrevocably appoints Standard Advisory London Limited of 20 Gresham Street, London EC2V 7JE as its agent for service of process in any proceedings in the courts of England and Wales arising out of or in connection with this Agreement and agrees that failure by its process agent to notify it of such service shall not affect the validity of such service. If its process agent is or becomes unable or unwilling for any reason to act as agent for service of process in England and Wales. Standard Bank shall promptly appoint another process agent who is able and willing so to act and notify each of the Joint Bookrunners of the new process agent's name and address. If its process agent moves to a new address within England and Wales, Standard Bank shall promptly notify each of the Joint Bookrunners of its process agent's new address.

Schedule 1

Documents to be delivered

PART A - Documents to be delivered by 5.00 p.m. (London time) **on the date of this Agreement**

1. one copy of the Presentation signed by a Director on behalf of the Company;

2. one copy of the Opening Announcement;

3. one copy of the Placing Results Announcement;

4. one copy of the Placing Results Agreement;

5. one copy of the Working Capital Documents signed by a Director on behalf of the Company;

6. one copy of the Verification Notes signed by all the Directors, together with copies of such annexures to or material referred to in the Verification Notes as each of the Joint Bookrunners may reasonably require;

7. one copy of the Minutes of the Meeting of the Directors or a written resolution, or a duly authorised Committee thereof, in agreed form approving and authorising or ratifying (as the case may be), inter alia:

   (a) the commencement of marketing using the Presentation;

   (b) the signing of the Verification Notes;

   (c) the execution of this Agreement by the Company;

   (d) the release of the Opening Announcement

8. one copy of the Minutes of the Meeting of the Directors or a written resolution, or a duly authorised Committee thereof, in agreed form approving and authorising, inter alia:

   (a) the Placing Price and the number of Placing Shares to be issued pursuant to the Placing;

   (b) the entry into the Placing Results Agreement;

   (c) the release of the Placing Results Announcement;

8.1.2 copy of the supplemental listing application to the NYSE American for the listing of the Common Shares issuable pursuant to the Placing;

8.1.3 one copy of the Zimbabwe Engagement Letter;

PART B – **Documents to be delivered prior to Admission**

9. one copy of the Minutes of the Meeting of the Directors or a written resolution, or a duly authorised Committee thereof, in agreed form approving and authorising, inter alia:

   (a) the allotment of the Placing Shares;

   (b) the submission of the Application by Cenkos on behalf of the Company in respect of the Placing Shares;

9.2 the Application;

9.3 copies of the Title Opinions;

9.4 copy of the Bowmans Legal Opinion;

9.5 copy of the Jersey Legal Opinion;

9.6 copy of the No Registration Legal Opinion;

9.7 copy of the authorization from the NYSE American for the listing of the Common Shares issuable pursuant to the Placing.

Schedule 2

The Warranties

1. The Placing Documents

1.1 All statements of fact contained in the Placing Documents are true and accurate in all respects and are not misleading in any respect.

1.2 All expressions of opinion, intention or expectation contained in the Placing Documents are honestly given, expressed or held and have been the subject of due care and attention and are fairly based upon facts within the knowledge of the Company or any of the Directors and are made on reasonable grounds after due and proper consideration.

1.3 There are no facts known to the Company (having made reasonable enquiry) which are not disclosed in the Placing Documents which by their omission would or might reasonably be considered to:

(a) materially affect the import of the information contained in it; or

(b) make any statement in it (whether of fact or opinion) false or misleading in any material respect; or

(c) materially invalidate or qualify any assumption made in support of any statement in it (whether of fact or opinion); or

(d) be material for disclosure to each of the Joint Bookrunners or a subscriber or purchaser or potential subscriber or purchaser of the Placing Shares and the Zimbabwe Shares.

1.4 The Placing, the Placing Documents and the publication and distribution thereof and the issue of the Placing Shares and the Zimbabwe Shares in accordance therewith will insofar as applicable comply with the requirements of the Jersey Companies Law, UK MAR, the AIM Rules, UK Prospectus Regulation, Prospectus Regulation, the FSMA, the FS Act, the South African Companies Act or the South African Financial Markets Act and all other applicable laws, rules and regulations (including the laws of Zimbabwe and the laws and regulations of NYSE American and the Victoria Falls Stock Exchange).

1.5 Each statement of fact in the announcement to be published on the same date as this agreement regarding the financial results for the year ended 31 December 2022 ("**Results Statement**") was true and accurate in all material respects and not misleading (by itself or in its context) at the time that each such statement was made. Each projection, forecast, expression of opinion or intention or expectation made in the Results Statement was made on reasonable grounds after due and careful enquiry and was fairly based and honestly held by the Directors. There was no other fact omitted to be disclosed in the Results Statement which, by such omission, would make any such projection, forecast, statement or expression in such Results Statement misleading (by itself or in its context).

2. Financial Statements

2.1 The audited consolidated statement of financial position, income statement and statement of cash flows of the Group together with the notes, directors' report and auditors' certificate thereon as at and in respect of the accounting reference periods ended on the Accounts Date (the "**Financial Statements**"):

(a) have been prepared in accordance with International Financial Reporting Standards ("**Adopted IFRS**") and, either make proper provision for or, where appropriate, include a note in accordance with Adopted IFRS, in respect of all liabilities, whether actual, deferred, contingent or disputed including: (i) financial lease commitments and pension liabilities; (ii) all capital commitments, whether actual or contingent, of the relevant company as at the relevant date; and (iii) all liabilities, whether actual, deferred, contingent or disputed of the relevant company for tax measured by reference to income, profits or gains, earned, accrued or received during the relevant financial period or arising in respect of an event occurring or deemed to occur during the financial period; and

(b) give a true and fair view of the state of affairs of the Group as at the end of each such period and of the profit or loss for each such period.

3. Current financial period

Since the Accounts Date:

(a) each member of the Group has carried on its respective businesses in the ordinary and usual course;

(b) there has been no material depletion in the net assets of the Group and there has been no material adverse change in the financial or trading position or prospects of the Group that does not accord with the usual annual pattern of trading;

(c) no member of the Group has entered into any contract or commitment of a long term or unusual nature or which involves an obligation of a material nature or magnitude otherwise than in the ordinary and usual course which is material for disclosure;

(d) save in relation to the acquisition by the Company of Bilboes, no member of the Group has, other than in the normal course of business, acquired or disposed of or agreed to acquire or to dispose of any business, company or asset which is material for disclosure;

(e) save in relation to the dividend issued on 27 January 2023 with each shareholder receiving £0.114422 per share, no dividends or other distributions have been declared, made or paid by any member of the Group; and

(f) no member of the Group has incurred any material liability for taxation otherwise than in the ordinary course of business.

4. Internal accounting controls and procedures

4.1 The Company has established procedures which provide a reasonable basis for the Directors to make proper judgments as to the financial position and prospects of the Group.

4.2 The Company has in place adequate systems, procedures and controls to enable it to comply with its obligations under FSMA, the AIM Rules and UK MAR including, without limitation, in respect of financial reporting systems and controls, the release of unpublished inside information, notification obligations and the regulation of close periods. Each company in the Group maintains a system of internal accounting controls (the **"Internal Systems"**) sufficient to provide reasonable assurances that:

(a) transactions are executed in accordance with management's general or specific authorisation;

(b) transactions are recorded as necessary to permit preparation of financial statements by the relevant company on a consolidated basis in conformity with IFRS and the Jersey Companies Law and the rules and regulations thereunder and to maintain accountability for assets;

(c) access to assets is permitted only in accordance with management's general or specific authorisation; and

(d) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

4.3 So far as the Company is aware, there have been no breaches of any Internal Systems by any company in the Group which would be material in the context of the Placing and/or Admission.

5. The Company's Internal Systems are effective and there are no, and, during the past three years have been no, material weaknesses in the Company's internal control over financial reporting (whether or not remedied) of the Company or the Group, no adverse change in the Company's internal controls over financial reporting of the Company or the Group which is material in the context of Admission and, so far as the Company is aware, there has been no fraud that involves any member of senior management or other senior employee of any company in the Group.

6. Working capital

6.1 The working capital projections of the Group as contained in the Working Capital Documents have been approved by the Directors or a duly authorised committee thereof and have been made after due and careful enquiry; all statements of fact in the Working Capital Documents are true and accurate in all respects and not misleading in any respect; all expressions of opinion or intention contained in the Working Capital Documents are made on reasonable grounds and are truly and honestly held by the Directors; there are no other facts known to the Company (having made reasonable enquiry) which have not been taken into account in the preparation of such projections and which could reasonably be expected to have a material adverse effect on such projections; the assumptions on which such projections are made are considered by the Company to be fair and reasonable and, in the opinion of the Company, there are no other assumptions on which the projections ought to have been based which have not been stated in the Working Capital Documents.

6.2 Taking into account the net proceeds of the Placing, the Group has and will have sufficient working capital for its present and its reasonably foreseeable future requirements, being at least 18 months following Admission.

7. Verification

All reasonable enquiries have been made to ascertain and verify the accuracy of all statements of fact and the reasonableness of all other statements contained in the Placing Documents and in particular the replies in the Verification Notes have been prepared or approved by persons having appropriate knowledge and responsibility to enable them properly to provide such replies and the replies in the Verification Notes for which an officer or employee of the Group or an adviser to the Company is responsible have been provided with due care and attention. There are no other facts which are known to any of the Directors which materially affect the accuracy or completeness of any of the replies contained in the Verification Notes.

8. Title Opinions

All information requested in writing from the Group by the relevant local counsel or other advisers for the purposes of the Title Opinions has been supplied to such person and was given in good faith; such information was when supplied true and accurate in all material respects and no further information has been knowingly withheld the absence of which would make misleading the information so provided in any material respect and the statements of fact contained in such opinions were and remain true and accurate in all material respects and are not misleading and no material fact or matter has been omitted from the Title Opinions and the statements made in the Title Opinions are true and accurate and the Company does not disagree with any of the statements of opinion contained in such documents.

9. Events of default – indebtedness

No circumstances have arisen or, to the best of the knowledge, information and belief of the Company, are reasonably foreseeable by reason of any default by the Company or any other member of the Group such that any person is, or will, or would with the giving of notice and/or lapse of time and/or the satisfaction of any other condition become, entitled to require payment before its stated maturity of, or security for, any indebtedness in respect of borrowed money of the Company or any other member of the Group which has not been satisfied in full and, to the best of the knowledge, information and belief of the Company no person to whom any indebtedness for borrowed money of the Company or any other member of the Group which is payable on demand is owed presently proposes to demand payment of, or security for, the same, and no overdraft facility of the Company or any other member of the Group has been or is reasonably foreseen to be about to be, withdrawn.

10. Events of default – general

No event has occurred or is subsisting or, to the best of the knowledge, information and belief of the Company is reasonably foreseeable which constitutes or results in or would with the giving of notice and/or lapse of time and/or the satisfaction of any other condition constitute or result in a default or the acceleration of any obligation under any agreement, instrument or arrangement to which any member of the Group is a party or by which they or any of their properties, revenues or assets are bound and which would in any such case have a material adverse effect on the businesses, assets or prospects of the Group taken as a whole.

11. Insolvency

No member of the Group has taken any action nor, to the best of the knowledge, information and belief of the Company have any other steps been taken or legal proceedings started or threatened against any member of the Group for its administration, winding up or dissolution or for it to enter into any arrangement or composition for the benefit of creditors or for the appointment of an administrative receiver, an administrator or a receiver, trustee or similar officer of it or any of their respective properties, revenues or assets nor have any orders been made for any of the foregoing.

12. Licences and compliance with laws

12.1 Each member of the Group has obtained all licences, permissions, authorisations and consents required for the carrying on of its business and which are, alone or together with one or more other such licences, permissions, authorisations and consents, material and such licences, permissions, authorisations and consents are in full force and effect and there are no circumstances of which the Company is aware which indicate that any of such licences, permissions, authorisations or consents may be revoked or not renewed or withdrawn or (except to an immaterial or beneficial extent) amended, in whole or in part, in the ordinary course of events.

12.2 Each member of the Group has complied and is complying in all material respects with all legal and regulatory requirements applicable to its current business activities and material in the context of the business of the Group as a whole.

12.3 Neither the Company, nor any director, officer, nor so far as the Company is aware any agent, employee or other person associated with or acting on behalf of the Company, has directly or indirectly through a third party offered, promised, given, requested, agreed to receive or accepted a bribe, rebate, payoff, influence payment, kickback or other unlawful payment prohibited under the anti-corruption legislation applicable in England and Wales from time to time, including but not limited to the Bribery Act 2010, or any equivalent applicable legislation in any other jurisdiction. The Company has put in place arrangements that would enable the Company to comply at all times with all applicable bribery law and regulations.

12.4 Neither the Company, nor any director, officer, nor so far as the Company is aware any agent, employee or other person associated with or acting on behalf of the Company, has used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, violated or is in violation of any provision of the US Foreign Corrupt Practices Act ("**FCPA**"), the Anti-Terrorism, Crime and Security Act 2001 or any similar law or regulation of any other jurisdiction or made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment prohibited under any applicable law or regulation equivalent to the FCPA.

12.5 Neither the Company, nor any director, officer, agent, employee or affiliate of the Company, is an individual or entity that is, or is owned or controlled by a person that is:

(a) the subject of any Sanctions (as defined in the Office of Foreign Assets Control ("**OFAC**") Regulations); or

(b) located, organised or resident in a country or territory that is the subject of Sanctions (including, without limitation, Russia, Cuba, Iran, North Korea, Sudan and Syria).

None of (i) the execution and delivery of this Agreement, (ii) the issue by the Company of any Placing Shares and/or Zimbabwe Shares, or (iii) the Company's use of proceeds from the Placing, will conflict with, or result in a breach or violation of, the OFAC Regulations by the Company; and so far as the Company is aware, the Company has not been designated a sanctioned person under the OFAC Regulations.

12.6 Neither the Company, nor so far as the Company is aware, any of its agents acting or benefitting in any capacity in connection with the issue of the Placing Shares and/or Zimbabwe Shares or any of their respective directors or employees is a Designated Person as defined in the OFAC Regulations.

12.7 The Company will not directly or indirectly use the proceeds of the Placing contemplated hereby, or lend, contribute or otherwise make available such proceeds to any related entity, joint venture partner or other person or entity for the purpose of financing the activities of any person currently subject to any Sanctions.

12.8 Neither the Company, nor, so far as the Company is aware, any person acting on behalf of it (which for this purpose excludes the Joint Bookrunners) has directly or indirectly, in relation to the Placing or otherwise, done any act or engaged in any course of conduct in breach of sections 89 to 92 and 95 of the FS Act or constituting "market abuse" under UK MAR.

12.9 The Group has in place adequate systems, procedures and controls to enable it and the Directors to comply with, and the Company has complied with, its obligations under the AIM Rules, the Disclosure Guidance and Transparency Rules, the QCA Corporate Governance Code, the FSMA, UK MAR, the NYSE American Company Guide and the listing rules of the Victoria Falls Stock Exchange and any other applicable legislation or regulations on an ongoing basis.

12.10 The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any applicable governmental agency (collectively, the "**Anti-Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge, information and belief of the Company, threatened.

13. Litigation

13.1 No member of the Group nor any Director, nor any person for whom any member of the Group is or may be vicariously liable, has any claim outstanding against them or is engaged in or has been engaged in any legal or arbitration or similar proceedings which, individually or collectively, are of material importance in relation to the Group and, so far as the Company is aware, no such legal or arbitration or similar proceedings are threatened or pending nor, to the best of the knowledge, information and belief of the Company are circumstances reasonably foreseen which are likely to be about to give rise to any such legal or arbitration or similar proceedings; for this purpose "similar proceedings" includes any civil or criminal proceedings and any action by any governmental, public or regulatory authority of any applicable jurisdiction (including but not limited to England and Wales, Jersey and Zimbabwe) (including any investment exchange and any authority or body which regulates investment business or takeovers or which is concerned with mergers or taxation matters) which did or could result in public censure.

14. Shares

14.1 Save as set out in the Financial Statements or in a Previous Announcement, there are in force no options or other agreements which call for the issue of or accord to any person the right to call for the issue of any shares or other securities in the capital of the Company or any of its subsidiary undertakings now or at any time hereafter.

14.2 None of the shareholders of the Company has any rights, in their capacity as such, other than as set out in the Articles of Association.

14.3 The Placing Shares and Zimbabwe Shares will, upon allotment be free from all claims, charges, liens, encumbrances and equities whatsoever and will rank pari passu in all respects with the existing Common Shares.

14.4 The existing issued Common Shares have been duly and validly issued and paid up in full and no further amounts are payable to the Company in respect thereof.

14.5 The issue of the Placing Shares and Zimbabwe Shares by the Company has been duly and validly authorised and, subject to Admission, the Placing Shares and Zimbabwe Shares will be validly issued and paid up in full and no further amounts shall be payable to the Company in respect of the issue thereof.

14.6 The allotment, issue and creation of the Placing Shares and Zimbabwe Shares is not subject to any pre-emption or similar rights under the Articles of Association or under the Jersey Companies

Law, except to the extent that such rights have been validly waived, complied with or disapplied by shareholders in general meeting and the Placing Shares and Zimbabwe Shares are free from any restriction on issue and/or transfer under law and there are no restrictions on subsequent transfers of the Placing Shares. and Zimbabwe Shares

15. Depositary Interests

15.1 The Placing Shares are, or will be at Admission, participating securities (as defined in the Regulations) in, and have not been suspended from, CREST. The Company has complied with the Regulations and all requirements of Euroclear.

16. Effect of the Placing on Group obligations

16.1 Neither the creation, allotment or issue of the Placing Shares or the Zimbabwe Shares nor the permission to trade in the Placing Shares and the Zimbabwe Shares on AIM and the Victoria Falls Stock Exchange respectively nor the performance of this Agreement by the Company will, so far as the Company is aware, infringe any powers or restrictions of, or the terms of any contract, indenture, security, obligation, commitment or arrangement binding upon the Company or any other member of the Group or any of their respective properties, revenues or assets or result in the implementation of any right of pre-emption or any other material provision thereof.

16.2 The Company is in compliance with all applicable exchange control regulations, and neither the Placing, the creation, allotment or issue of the Placing Shares and the Zimbabwe Shares, the payment of the Placing proceeds, nor the performance of this Agreement by the Company requires any exchange control consent and/or approval in any jurisdiction.

17. Capacity

17.1 The Company and each Group Company has been duly incorporated and is validly existing and in good standing under its laws of incorporation. The Company and each Group Company is fully empowered and duly qualified to carry on business in all jurisdictions in which it now carries on business. The Company and each Group Company has at all times carried on business and conducted its affairs in all respects in accordance with its constitution for the time being in force, and with any instructions or directions given by way of shareholder resolutions.

17.2 The Company has the power and has taken or will take all corporate action required to create, allot and issue the Placing Shares and the Zimbabwe Shares in the manner proposed and to enter into and perform this Agreement and all authorisations, approvals, consents and licences required for the allotment and issue of the Placing Shares and the Zimbabwe Shares and the entering into this Agreement by the Company have been obtained and will at all material times be and remain in full force and effect.

18. Insurance

The businesses, undertaking and other assets of each member of the Group are insured to reasonably prudent levels having regard to the businesses carried on by the Company or any other member of the Group and against all risks against which the Company or any other member of the Group might reasonably be expected to insure in the particular circumstances of the businesses carried on by them and such insurances include all the insurances which the Company or any other member of the Group are required under the terms of any leases or any contracts to undertake and such insurances are in full force and effect and the Company is not aware of any circumstances which could render any of such insurances void or voidable and there is no material insurance claim made by or against any member of the Group, threatened, in writing or outstanding

or, so far as the Company is aware, pending and all due premiums in respect thereof have been paid.

19. Taxation

19.1 All taxations (whether of the United Kingdom, Jersey, Zimbabwe or elsewhere), for which any member of the Group is liable or has been liable to account for, has been duly paid.

19.2 Any provision for taxation contained in the Financial Statements for the period ended on the Accounts Date, is or was sufficient at the time of the signing of such accounts to cover all taxation of any nature and in any jurisdiction for which any member of the Group is or was liable.

19.3 Since the Accounts Date no member of the Group has incurred any liability for taxation which has arisen otherwise than in the ordinary course of normal trading.

19.4 No member of the Group has been party to any contract or arrangement the principal purpose of which or one of the principal purposes of which was an avoidance or reduction of taxation.

19.5 No member of the Group is involved in any dispute with a taxation authority (whether of the United Kingdom, Jersey, Zimbabwe or elsewhere) and, as far as the Company is aware, there are no circumstances which make it likely that any such taxation authority will initiate any investigations, enquiry or discovery assessment in respect of the Company within the next 12 months).

20. Intellectual property

20.1 The Group has all necessary intellectual property rights, licences and permits required from any third party to enable it to carry on its business as presently carried on. So far as the Company is aware, no member of the Group presently carries on any act which infringes any third party's rights which were it to be required to stop, would be material.

20.2 The Group has taken all steps reasonably necessary to protect all Intellectual Property Rights currently used by the Group which are, or could through registration or the taking of any other steps, become its property; and all agreements whereby the Group is authorised to use any such Intellectual Property Rights are in full force and effect nor, so far as the Company is aware, has there been any infringement by any member of the Group of Intellectual Property Rights held by third parties which would have a material adverse effect on the business, assets or prospects of the Group.

21. Contracts

21.1 To the best of the knowledge, information and belief of the Company there is no invalidity, or ground for termination, rescission, avoidance, repudiation or disclaimer, of any agreement, undertaking, instrument or arrangement to which any member of the Group is a party or by which any member of the Group or any of its assets are bound and which is material to the Group or adversely affects or is likely to have an adverse effect on the financial position of any member of the Group.

21.2 No member of the Group has received notice of any intention to terminate, repudiate or disclaim any agreement, undertaking, arrangement or obligation referred to in paragraph 21.1 above.

21.3 No event has occurred and is subsisting or is about to occur which constitutes or would constitute a default under, or result in the acceleration by reason of default of, any obligations under any agreement, undertaking, instrument or arrangement to which any member of the Group is a party or by which it or any of its properties, revenues or assets are bound and which would in any such

case be material to the Group or would or be likely to have a material adverse effect on the business, assets, prospects or financial or trading condition of any member of the Group.

22. Properties

22.1 The Properties are the only properties owned or occupied by the Group or in respect of which the Group has any material liability (contingent or otherwise) and the Group has good title to each of the Properties and to the best of the knowledge, information and belief of the Company there is no fact or circumstance as a result of which any person may validly require the Company to vacate prematurely any of the Properties or to cease to carry on the business which it presently carries on at any of the Properties, which is material in the context of the Placing.

22.2 To the best of the knowledge, information and belief of the Company all obligations in respect of the Properties which are material in the context of the Placing have been complied with to date and no action, claim, demand, dispute or liability in respect of the same is outstanding or, to the best of the knowledge, information and belief of the Company, anticipated.

22.3 Proper provision has been made in the Financial Statements with respect to liabilities (actual or contingent) of the Group in connection with the Properties.

23. Licences

23.1 The Group has good title to each of the Licences and they are in full force and effect and the table set out at Schedule 5 is true, accurate and not misleading and is a complete list of all licences held either by or on behalf of the Group.

23.2 All payments due to the relevant authorities in respect of the Licences have been paid in full to the extent that it has fallen due for payment, including, but not limited to, the inspection fees.

23.3 The Company is not aware of any reason for the inspection certificates not being reissued in relation to the Licences.

23.4 All conditions relating to the Licences have been complied with in all material respects, such Licences are valid, in full force and effect and the Company is not aware of any fact or circumstance which is likely to cause any of the Licences to lapse or to be withdrawn, revoked or terminated before its stated expiry or not to be renewed, in whole or in part, or to be declared invalid, or which is reasonably likely to cause the Company to cease to have an interest in any of the Licences.

23.5 The Company's material obligations under the Licences (including, without prejudice, any work programme in respect of each Licence) have been duly complied with by all the parties thereto in all material respects and, so far as the Company is aware, there are no circumstances likely to give rise to any breach of such terms.

23.6 There are no actual or threatened inspections or investigations or any alleged violations concerning the Licences and no proceedings, actions or claims are pending impugning the title, validity or enforceability of any of the Licences.

23.7 The interests of the Group in the Licences are not subject to any Adverse Interest and there is no agreement or obligation in place to create any Adverse Interest over the same.

23.8 So far as the Company is aware, there are currently no restrictions over any of the Licences which prevent or would prevent such Licence being relied upon now or in the future for their present use, the consequences of which would be material in the context of Admission.

23.9 The Group has, or has the benefit of, all necessary rights, easements, interests, covenants (restrictive or positive), conditions, restrictions, exceptions, reservation conditions or other encumbrances necessary in order to enable it to exercise its rights arising from the Licences in the manner in which they are currently exercised.

23.10 All operations carried out by any member of the Group in the areas which are the subject of the Licences have been carried out in accordance with all material applicable legislation and regulations and any orders, consents or permissions made or given thereunder.

23.11 The Group is in compliance with all material obligations imposed by all regulatory and governmental authorities or any other authority on its operations licenced by the Licences.

23.12 All material royalties, rentals and other payments due in accordance with the Licences or which are required to be paid in order to access and develop the properties over which the Licences are held have been timely and properly paid in full on or before the due dates thereof.

24. Environmental matters

Each company in the Group is and always has been in compliance in all material respects with all Environmental Laws and in particular has obtained and complied with the terms and conditions of all necessary permits and licences required under the Environmental Laws and other authorisations required in relation to the operations of its business pursuant to Environmental Laws and has filed all notifications that are required, and, so far as the Company is aware, there are in relation to each company in the Group no past or present events, conditions, circumstances, activities, practices or incidents which materially interfere with or prevent compliance with or which give rise to any liability under Environmental Laws or otherwise form the basis of any claim, action, suit, proceedings, hearing or investigations relating to the environment or any breach of Environmental Laws, nor has any company in the Group been notified of any such liability or breach.

25. Health and Safety Matters

Each company in the Group is in compliance in all material respects with all Health and Safety Laws and has filed all notifications that are required in relation to Health and Safety Laws, and, so far as the Company is aware, there are in relation to each company in the Group no past or present events, conditions, circumstances, activities, practices or incidents which materially interfere with or prevent compliance with or which give rise to any liability which could reasonably be expected to have a material adverse effect on the Group under Health and Safety Laws or otherwise form the basis of any claim, action, suit, proceedings, hearing or investigations relating to health and safety or any breach of Health and Safety Laws, nor has any company in the Group been notified of any such liability or breach.

26. Employment

26.1 No company in the Group is aware that (i) any executive, key employee or significant group of employees of the relevant company plans to terminate employment with the company; or (ii) any such executive or key employee is subject to any non-compete, non-disclosure, confidentiality, employment, consulting or similar agreement which would be violated by the present or proposed business activities of the relevant company.

26.2 There are no amounts owing or promised to any present or former director or employee of any company in the Group other than remuneration accrued due or for reimbursement of business expenses and no liability has been incurred by any company in the Group for breach of any contract of service, contract for services or consultancy agreement.

26.3 No company in the Group has any material obligation to contribute towards the pension arrangements of its directors or employees or former directors or employees other than as disclosed in Previous Announcements.

27. Previous announcements

27.1 In relation to all Previous Announcements, save to the extent corrected in any announcement subsequently made through a Regulatory Information Service made by or on behalf of the Company, since 31 December 2019, each statement contained therein is true and accurate in all material respects and not misleading (by itself or in its context).

27.2 Each expression of opinion or intention or expectation in each Previous Announcement was made on reasonable grounds after due and careful enquiry and was truly and honestly held by the Executive Directors and was fairly based. There was no other fact known or which could on reasonable enquiry have been known to the Executive Directors omitted to be disclosed in any Previous Announcement which, by such omission, would make any such statement or expression in any Previous Announcement misleading (by itself or in its context).

27.3 Each Previous Announcement complied in all respects with the AIM Rules (as in force at the relevant time), UK MAR, FS Act and FSMA, the NYSE American Company Guide and the listing rules of the Victoria Falls Stock Exchange and the requirements of the provinces of Ontario and British Columbia as applicable for a reporting issuer such as the Company.

27.4 Since 31 December 2019, the Company has notified the Regulatory Information Service of all information required to be notified by it in accordance with the AIM Rules, the NYSE American Company Guide, the listing rules of the Victoria Falls Stock Exchange, MAR, UK MAR (as in force at the relevant time), the FS Act, FSMA and the requirements of the provinces Ontario and British Columbia as applicable for a reporting issuer such as the Company.

28. US securities laws

28.1 Neither the Company, nor any of its Affiliates, nor any person acting on its or their behalf (which, for the avoidance of doubt, does not include each of the Joint Bookrunners or any of their respective Affiliates, in respect of which no representations, warranties or covenants are made), has, directly or indirectly, made offers or sales of, or solicited offers to buy, or otherwise negotiated in respect of, any security under circumstances that would require the registration of the Placing Shares or the Zimbabwe Shares under the Securities Act.

28.2 Neither the Company, nor any of its Affiliates, nor any person acting on its or their behalf (which, for the avoidance of doubt, does not include each of the Joint Bookrunners or any of its Affiliates in respect of which no representations, warranties or covenants are made), has engaged in any directed selling efforts (as defined in Regulation S) or general solicitation or general advertising with respect to the Placing Shares or the Zimbabwe Shares or has taken any action that would cause the exclusion from registration afforded by Rule 903 of Regulation S to be unavailable for offers and sales of the Placing Shares or the Zimbabwe Shares outside the United States to non-U.S. Persons in accordance with the Agreement.

28.3 The Company is not, and as a result of the offer and sale of the Placing Shares or the Zimbabwe Shares contemplated in this Agreement and the application of the proceeds thereof as described in the Opening Announcement will not be, an investment company under, and as such term is defined in, the United States Investment Company Act of 1940, as amended.

28.4 The Company is a foreign issuer (as such term is defined in Regulation S).

28.5 There are no persons with registration rights or similar rights to have any Placing Shares or Zimbabwe Shares or securities of the same or similar class as the Placing Shares or the Zimbabwe Shares registered by the Company under the Securities Act or otherwise.

28.6 Neither the Company, nor any of its affiliates, nor any person acting on its or their behalf (which, for the avoidance of doubt, does not include each of the Joint Bookrunners or its Affiliates), has taken, directly or indirectly, any action designed to cause or to result in, or that has constituted or which might reasonably be expected to cause or result in, the stabilisation or manipulation of the price (in violation of applicable laws) of any security of the Company to facilitate the sale or re-sale of the Placing Shares.

28.7 All press releases that are disseminated in the United States or to U.S. wire services in respect of the Placing will be tailored to qualify for the safe harbour provided for in Rule 135e under the Securities Act, and include the following or substantially equivalent statements:

"The securities referred to in this news release have not been, nor will they be, registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act") or any securities laws of any state of the United States, and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons absent registration or an exemption from the registration requirements under the U.S. Securities Act and applicable securities laws of any state of the United States. This news release does not constitute an offer to sell or the solicitation of an offer to buy any securities in the United States or to, or for the account or benefit of, a U.S. person, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful. "United States" and "U.S. person" are as defined in Regulation S under the U.S. Securities Act."

28.8 The Company has not entered into any contractual arrangement with respect to the distribution of the Placing Shares other than the Joint Bookrunners.

Capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Agreement to which this Schedule is annexed.

Schedule 3

The Certificate

Letterhead of Caledonia Mining Corporation Plc

Cenkos Securities Plc
6 7 8 Tokenhouse Yard
London
EC2R 7AS

Liberum Capital Limited
Ropemaker Place Level 12
25 Ropemaker Street
London
EC2Y 9LY

The Standard Bank of South Africa Limited
30 Baker Street
Rosebank
2196
South Africa

[•] 2023

Dear Sirs

Placing Agreement dated [•]

We refer to the above Agreement. Words and expressions in the above Agreement have the same meanings in this Certificate. We confirm to you that:

(a) each of the conditions referred to in Clause 2.1 of the above Agreement (other than that in sub- clause 2.1(l)) has been fulfilled in accordance with its terms; and

(b) none of the Warranties was breached or untrue or inaccurate or misleading at the date of the said Agreement and there has been no change of circumstances such that if repeated at the date hereof by reference to the facts and circumstances subsisting at the date hereof any of such warranties would be breached or untrue or inaccurate or misleading; and

(c) there has been no breach by the Company of any of its obligations under the Agreement and, there are no circumstances which will prevent the Company from complying with any such obligation in full.

This certificate and any non-contractual obligation arising out of or in connection with it are governed by the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this certificate or any non- contractual obligation arising out of or in connection with it.

Yours faithfully

.....

Director, duly authorised, for and
on behalf of **Caledonia Mining Corporation Plc**

Schedule 4

The Placing Results Agreement

Cenkos Securities Plc
6 7 8 Tokenhouse Yard
London
EC2R 7AS

Liberum Capital Limited
Ropemaker Place Level 12
25 Ropemaker Street
London
EC2Y 9LY

The Standard Bank of South Africa Limited
30 Baker Street
Rosebank
2196
South Africa

[●] 2023

Dear Sirs

Pursuant to the placing agreement dated [●] between Caledonia Mining Corporation Plc (the "**Company**"), Cenkos Securities Plc, Liberum Capital Limited and The Standard Bank of South Africa Limited (the "**Placing Agreement**"), we hereby confirm the following

- the Placing Price is [●] pence per Placing Share;
- the total number of Placing Shares to be conditionally issued is [●]; and
- the expected date of Admission is [●].

Capitalised terms used herein shall have the meanings given to them in the Placing Agreement.

The parties confirm the provisions of the Placing Agreement and acknowledge and agree that this Placing Results Agreement forms part of, and shall be read in conjunction with, the Placing Agreement.

If the foregoing is in accordance with your understanding, please sign and return to us an original counterpart of this letter. Upon the acceptance by you of this letter, this letter shall constitute a legally binding agreement between the Company, Cenkos Securities Plc, Liberum Capital Limited and The Standard Bank of South Africa Limited (acting through its Corporate and Investment Banking division).

This agreement and any non-contractual obligation arising out of or in connection with it are governed by the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this agreement or any non- contractual obligation arising out of or in connection with it.

Yours faithfully,

Director

Director

Director

Director

Schedule 5

Licences

As set out in the Title Opinions

Schedule 6

Capitalised terms used herein and not defined herein shall have the meanings ascribed thereto in the Agreement to which this Schedule is annexed.

PART A – Company undertakings

The Company undertakes and warrants as the case may be:

(a) not to take any action directly or indirectly that would require or constitutes a public offering of the Placing Shares in any jurisdiction nor to permit the distribution of any Placing Document or other material in any country or jurisdiction where it would be unlawful to do so or (other than the United Kingdom) where further action for that purpose is required to be taken;

(b) in relation to each member state of the European Economic Area and the United Kingdom (each a "**Relevant State**"), that the Company has not made and will not make an offer of any Placing Shares to the public in that Relevant State, except that it may make an offer to the public in that Relevant State of any Placing Shares at any time under the following exemptions under either the Prospectus Regulation or UK Prospectus Regulation (as applicable):

(i) to any legal entity which is a "qualified investor" as defined under the UK Prospectus Regulation or Prospectus Regulation;

(ii) to fewer than 150 natural or legal persons (other than "qualified investors" as defined under the UK Prospectus Regulation or Prospectus Regulation); or

(iii) in any other circumstances falling within Article 1(4) of the UK Prospectus Regulation or Prospectus Regulation,

provided that no such offer of Placing Shares shall require the Company or the Joint Bookrunners to publish a prospectus pursuant to Article 3 of the UK Prospectus Regulation or Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation or Prospectus Regulation.

For the purposes of this Schedule 6, the expression an "**offer to the public**" means in relation to any Placing Shares in any Relevant State the communication in any form and by any means of sufficient information on the terms of the Placing and the Placing Shares to be offered so as to enable an investor to decide to subscribe for the Placing Shares.

(c) it will not offer or sell any Placing Shares in the UK other than:

(i) to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purpose of their business and within Article 19 and/or 49 of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005; or

(ii) otherwise in circumstances which have not resulted and will not result in an offer to the public of the Placing Shares in the UK within the meaning of FSMA;

(d) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) to persons who have professional experience

in matters relating to investments falling within section 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 or in circumstances in which section 21 of FSMA would not apply to the Company;

(e) the Placing Shares have not been and will not be registered under the Securities Act or any securities laws of any state of the United States;

(f) none of it, any of its affiliates (as defined in Rule 501(b) of the Securities Act) or any person acting on its behalf (other than the Cenkos, Liberum and Standard Bank, their U.S. Affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) has made, or will make: (i) any offer to sell, or any solicitation of an offer to buy, any Placing Shares to any person in the United States or to, or for the account or benefit of, a U.S. Person; or (ii) any sale of Placing Shares unless, at the time the buy order was or will have been originated, the Placee was outside the United States and not a U.S. Person;

(g) none of it, any of its affiliates (as defined in Rule 405 of the Securities Act) or any person acting on its or their behalf (other than the Cenkos, Liberum and Standard Bank, their U.S. Affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) has engaged, or will engage, in any directed selling efforts (within the meaning of Regulation S) with respect to the Relevant Securities;

(h) it has not and will not engage in any form of general solicitation or general advertising in connection with the offering and sale of the Placing Shares, including any advertisement, article, notice or other communication published in any newspaper, magazine, printed public media, printed media, or similar media, or broadcast over radio, television or telecommunications, including electronic display, or any seminar or meeting relating to the offer and sale of the Placing Shares whose attendees have been invited by general solicitation or advertising;

(i) in relation to South Africa, the Placing Shares will not be offered or sold to persons in South Africa except (i) to persons who fall within one of the categories set out in section 96(1)(a) of the South African Companies Act), and/or (ii) where the total contemplated acquisition cost of the Placing Shares for any single person acting as principal is equal to or greater than the amount contemplated in section 96(1)(b) of the South African Companies Act;

(j) the Company will not allot, or authorise the offer or sale or issue of, any of the Placing Shares and/or Zimbabwe Shares in circumstances where such allotment or authorisation would constitute a breach of applicable overseas securities laws (including, but not limited to, the securities laws of Zimbabwe); and

(k) the number of Placees must not, with the placees procured by IH Advisory (Private) Limited, exceed 50 persons in Jersey and / or 150 persons outside Jersey without the consent of the Jersey Financial Services Commission.

PART B – Cenkos and Liberum undertakings

Each of Cenkos and Liberum severally undertakes and warrants as the case may be that:

(a) at or prior to confirmation of any sale of the Placing Shares by it to any distributor (as defined in Regulation S) during the 40-day distribution compliance period after the later of the commencement of the Placing and the closing of the Placing ("**the Distribution Compliance Period**"), it will send to such distributor a confirmation or notice confirming that the Placing Shares may not be offered or sold, directly or indirectly, save in accordance with the following conditions:-

(i) in compliance with Rule 903 of Regulation S to non-U.S. Persons who are not acquiring the Placing Share for the account or benefit of any U.S. Person, who agree to resell such securities only in accordance with the provisions of Regulation S, pursuant to registration under the Securities Act, or pursuant to an available exemption from registration thereunder; or

(ii) to a U.S. Person in a transaction not requiring registration under the Securities Act; and

(iii) each distributor (as defined in Regulation S) selling securities to a distributor, a dealer (as defined in Section 2(a)(12) of the Securities Act), or a person who is receiving a selling concession, fee or other remuneration (if any) in respect of the securities offered hereunder, to which it sells Placing Shares during the Distribution Compliance Period, will send to the purchaser a confirmation or other notice stating that the purchaser is subject to the same restrictions on offers and sales that apply to a distributor;

(b) they acknowledge that (A) the Placing Shares have not been and will not be registered under the Securities Act or any U.S. state securities laws, (B) the Placing Shares may be offered and sold only in transactions exempt from the registration requirements of the Securities Act and U.S. state securities laws, and (C) neither of them, any of their affiliates (as defined in Rule 405 of the Securities Act) or any person acting on their behalf has offered or sold, and will not offer or sell, any Placing Shares forming part of its allotment or otherwise as a part of the distribution except in an "**offshore transaction**", as such term is defined in Regulation S, in accordance with Rule 903 of Regulation S, to non-U.S. Persons. Accordingly, neither of them, their affiliates or any person acting on its or their behalf, has engaged or will engage in: (i) any offer to sell or any solicitation of an offer to buy, any Placing Shares to any person in the United States or to, or for the account or benefit of, a U.S. Person, or (ii) any sale of Placing Shares unless, at the time the buy order was or will have been originated, the Placee was outside the United States and not a U.S. Person, or (iii) any directed selling efforts (within the meaning of Regulation S) with respect to the Placing Shares;

(c) neither of them have and nor will they engage in any form of general solicitation or general advertising in connection with the offering and sale of the Placing Shares, including any advertisement, article, notice or other communication published in any newspaper, magazine, printed public media, printed media, or similar media, or broadcast over radio, television or telecommunications, including electronic display, or any seminar or meeting relating to the offer and sale of the Placing Shares whose attendees have been invited by general solicitation or advertising.

(d) it has not made or will not make an offer of any Placing Shares to the public in that Relevant State, except that it may make an offer to the public in that Relevant State of any Placing Shares at any time under the following exemptions under either the Prospectus Regulation or UK Prospectus Regulation (as applicable):

(i) to any legal entity which is a "qualified investor" as defined under the UK Prospectus Regulation or Prospectus Regulation;

(ii) to fewer than 150 natural or legal persons (other than "qualified investors" as defined under the UK Prospectus Regulation or Prospectus Regulation); or

(iii) in any other circumstances falling within Article 1(4) of the UK Prospectus Regulation or Prospectus Regulation,

provided that no such offer of Placing Shares shall require the Company or the Joint Bookrunners to publish a prospectus pursuant to Article 3 of the UK Prospectus Regulation or Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation or Prospectus Regulation;

(e) it will not offer or sell any Placing Shares in the UK other than:

(i) to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purpose of their business and within Article 19 and/or 49 of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005; or

(ii) otherwise in circumstances which have not resulted and will not result in an offer to the public of the Placing Shares in the UK within the meaning of FSMA;

(f) so far as it is aware, the number of Placees must not, with the placees procured by IH Advisory (Private) Limited, exceed 50 persons in Jersey and / or 150 persons outside Jersey without the consent of the Jersey Financial Services Commission; and

(g) it has complied and will comply with the offering restriction requirements of Category 2 of Rule 903 of Regulation S.

PART C – Standard Bank undertakings

Standard Bank severally undertakes and warrants as the case may be that:

(a) it will only offer the Placing Shares in South Africa;

(b) the offering of the Placing Shares in South Africa will be made (i) to selected persons in South Africa falling within one of the specified categories listed in section 96(1)(a) of the South African Companies Act; and/or (ii) to selected persons in South Africa, acting as principal, for a total acquisition cost of ZAR1,000,000 or more, as contemplated in section 96(1)(b) of the South African Companies Act;

(c) at or prior to confirmation of any sale of the Placing Shares by it to any distributor (as defined in Regulation S) during the 40-day distribution compliance period after the later of the commencement of the Placing and the closing of the Placing ("**the Distribution Compliance Period**"), it will send to such distributor a confirmation or notice confirming that the Placing Shares may not be offered or sold, directly or indirectly, save in accordance with the following conditions:-

(i) in compliance with Rule 903 of Regulation S to non-U.S. Persons who are not acquiring the Placing Share for the account or benefit of any U.S. Person, who agree to resell such securities only in accordance with the provisions of

Regulation S, pursuant to registration under the Securities Act, or pursuant to an available exemption from registration thereunder; or

(ii) to a U.S. Person in a transaction not requiring registration under the Securities Act; and

(iii) each distributor (as defined in Regulation S) selling securities to a distributor, a dealer (as defined in Section 2(a)(12) of the Securities Act), or a person who is receiving a selling concession, fee or other remuneration (if any) in respect of the securities offered hereunder, to which it sells Placing Shares during the Distribution Compliance Period, will send to the purchaser a confirmation or other notice stating that the purchaser is subject to the same restrictions on offers and sales that apply to a distributor;

(d) it acknowledges that (A) the Placing Shares have not been and will not be registered under the Securities Act or any U.S. state securities laws, (B) the Placing Shares may be offered and sold only in transactions exempt from the registration requirements of the Securities Act and U.S. state securities laws, and (C) neither of them, any of their affiliates (as defined in Rule 405 of the Securities Act) or any person acting on their behalf has offered or sold, and will not offer or sell, any Placing Shares forming part of its allotment or otherwise as a part of the distribution except in an "**offshore transaction**", as such term is defined in Regulation S, in accordance with Rule 903 of Regulation S, to non-U.S. Persons. Accordingly, neither of them, their affiliates or any person acting on its or their behalf, has engaged or will engage in: (i) any offer to sell or any solicitation of an offer to buy, any Placing Shares to any person in the United States or to, or for the account or benefit of, a U.S. Person, or (ii) any sale of Placing Shares unless, at the time the buy order was or will have been originated, the Placee was outside the United States and not a U.S. Person, or (iii) any directed selling efforts (within the meaning of Regulation S) with respect to the Placing Shares;

(e) it has not and will not engage in any form of general solicitation or general advertising in connection with the offering and sale of the Placing Shares, including any advertisement, article, notice or other communication published in any newspaper, magazine, printed public media, printed media, or similar media, or broadcast over radio, television or telecommunications, including electronic display, or any seminar or meeting relating to the offer and sale of the Placing Shares whose attendees have been invited by general solicitation or advertising;

(f) so far as it is aware, the number of Placees must not, with the placees procured by IH Advisory (Private) Limited, exceed 50 persons in Jersey and / or 150 persons outside Jersey without the consent of the Jersey Financial Services Commission; and

(g) it has complied and will comply with the offering restriction requirements of Category 2 of Rule 903 of Regulation S.

This Agreement has been entered into on the date stated at the beginning of this document.

SIGNED for and on behalf of **Caledonia Mining Corporation Plc:**



Signature

John Mark Learmonth

Print name

Chief Executive Officer and Director

Title

SIGNED for and on behalf of **Cenkos Securities Plc**



Signature

Adrian Hadden

Print name

Director, Cenkos Securities plc

Title

SIGNED for and on behalf of **Liberum Capital Limited**

.....

Signature

.....

Print name

.....

Title

SIGNED for and on behalf of **The Standard Bank of South Africa Limited**

.....

Signature

.....

Print name

.....

Title

SIGNED for and on behalf of **Cenkos Securities Plc**

.....

Signature

.....

Print name

.....

Title

SIGNED for and on behalf of **Liberum Capital Limited**

.....

Signature

SCOTT MATHESON

Print name

DIRECTOR, INVESTMENT BANKING

Title

SIGNED for and on behalf of **The Standard Bank of South Africa Limited**

.....

Signature

.....

Print name

.....

Title

SIGNED for and on behalf of **Cenkos Securities Plc**

.....

Signature

.....

Print name

.....

Title

SIGNED for and on behalf of **Liberum Capital Limited**

.....

Signature

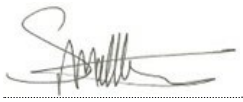
.....

Print name

.....

Title

SIGNED for and on behalf of **The Standard Bank of South Africa Limited**



Signature

Simon Matthews

Print name

Global Head of Equity Capital Markets

Title

Classified as Internal use only

Exhibit 4.18

THE AWARD HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS UNLESS SUCH SECURITIES ARE REGISTERED UNDER THE ACT, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT ARE AVAILABLE. THE TERMS "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED IN REGULATION S UNDER THE ACT.

2015 OMNIBUS EQUITY INCENTIVE COMPENSATION PLAN

Award Agreement

Caledonia Mining Corporation Plc (the "**Company**") hereby grants the following Performance Units ("**PUs**") to the Participant named below (the "**Recipient**"), in accordance with and subject to the terms, conditions and restrictions of this Agreement, together with the provisions of the 2015 Omnibus Equity Incentive Compensation Plan (the "**Plan**") of the Company for services rendered to the Company and its subsidiaries:

Name of Recipient: [ ]

Grant of PUs:

Date of Grant:	[ ] ("**PUs Grant Date**").
Value of PUs at Date of Grant:	US$[20% salary]
Price Per Share at Date of Grant[1]:	US$[ ]
Target Number of PUs:	[ ] ("**Target PUs**")
Vesting Dates of PUs:	Subject to any reduction, cancellation, forfeiture or acceleration in vesting as provided in the Plan or this Award Agreement, the PUs granted pursuant to this Award Agreement will vest one third on each of the following days: the 1st business day in April 2024, 2025 and 2026 post the publication of financial results with the only exception being if there is a closed period for whatever reason, which follows that it will be the first day thereafter that. ("**PUs Vesting Date**")

[1] The Fair Market Value of a Share underlying a PU shall be equal to the greater of (i) the volume weighted average trading price of the Shares on the NYSE American for the five trading days preceding the relevant date in which such valuation occurs or (ii) the closing price of the Shares on the NYSE American on the trading day immediately prior to such valuation date (i.e., grant date, dividend payment date, settlement date) (the "P**U Share Price**").

Performance Measures:	The number of PUs which will vest on each of the PUs Vesting Dates (including an increase or decrease in the Target PUs) will be a third of the Target PUs multiplied by the score determined in accordance with Appendix A (the "**Performance Multiplier**") to this Award Agreement.
Performance Period:	January 1, 2023 to December 31, 2023; January 1, 2024 to December 31, 2024; and January 1, 2025 to December 31, 2025 for each third of Target PUs.
Dividend Reinvestment:	The Recipient will be entitled to receive, from and after each of the PUs Vesting Dates until settlement of the relevant PUs, for each vested PU held at the time of payment of a dividend by the Company, the cash equivalent of such dividend declared by the Company on one Share. Such cash equivalents paid by the Company shall, with respect to each vested PU, be automatically reinvested in additional PUs at a price per PU equal to the then applicable PU Share Price. For the avoidance of doubt, all additional PUs accrued to the Recipient through dividend reinvestment shall be subject to the terms, conditions and restrictions of this Agreement and the Plan. No PUs accrued to the Recipient through dividend reinvestment shall be subject to adjustment, either upwards or downwards, by the Performance Multiplier.
Settlement:	The settlement value of vesting PUs shall be an amount equal to a third of the Target PUs (after application of the Performance Multiplier) multiplied by the PU Share Price. Such settlement value may be paid to the Recipient in the same currency and in the same manner that the Recipient receives his or her regular compensation. Notwithstanding the foregoing, the Recipient may, except in the event of a Change of Control, request that settlement be made in whole or in part in the form of Shares at a value equal to the then applicable PU Share Price at the date of settlement (in other words, equal to the number of vesting PUs) and, in the event that such request is made, the Company shall endeavour to satisfy such request to issue Shares subject to there being, if the Recipient is a resident of Zimbabwe, a current listing of Shares or securities representing them on a Zimbabwe securities exchange or an alternative mechanism satisfactory to the Company and in accordance with and all applicable law and regulations (including, but not limited to, any restrictions on the issue of securities pursuant to the Plan and the Company's share dealing code in force from time to time and the requirements of any securities exchange upon which the Shares are then listed) and otherwise on such terms and conditions as the Committee may determine.

Death of the Recipient:	If the Recipient dies while an Employee of the Company or an Affiliate, any PUs held by the Recipient that have not vested will immediately vest and will be settled with the estate of the Recipient as soon as practicable. The Performance Multiplier will be applied to determine the number of PUs that vest as if the applicable Performance Period has been completed. If a Performance Period is in progress at the time of the Recipient's death or for future Performance Periods, the Performance Multiplier will be calculated on the basis of the Performance Measures achieved at the end of the immediately preceding interim period. The determination of the foregoing will be in the sole and unfettered discretion of the Committee.

1. The terms and conditions of the Plan are hereby incorporated by reference as terms and conditions of this Award Agreement and all capitalized terms used in this Award Agreement, unless expressly defined in a different manner, have the meanings given to them in the Plan. Except where the terms and provisions of this Award Agreement specifically state that they supersede the terms or provisions of the Plan, in the event of a conflict between any term or provision contained in this Award Agreement and a term or provision of the Plan, all terms and provisions of the Plan will govern and prevail.

2. The Awards granted pursuant to this Award Agreement are recorded in a notional account held by the Company in your name, to which you may refer at any time.

3. Nothing contained in this Award Agreement or the Plan will give the Recipient or any other Person any interest or title in or to any Share or any rights as a shareholder of the Company (including, without limitation, any right to receive dividends or other distributions from the Company, voting rights, warrants or rights under any rights offering) or any other legal or equitable right against the Company whatsoever, other than as set forth in this Award Agreement and in the Plan.

4. If the Recipient voluntarily Retires, the Committee may, in its sole discretion but will have no obligation to, accelerate the vesting of any unvested Awards granted pursuant to this Award Agreement. In exercising its discretion, the Committee will consider the nature of the Recipient's withdrawal from employment or office with the Company or Affiliate, including without limitation the notice period given by the Recipient, the transition responsibilities carried out by the Recipient and the Recipient's adherence to any applicable restrictive covenants.

5. The Recipient will not be obligated to settle any Awards granted pursuant to this Award Agreement on the vesting dates of such Awards but may elect to settle at any time after such vesting dates.

6. Nothing in the Plan or in this Award Agreement will affect the Company's right, or that of an Affiliate, to terminate the employment or term of office or engagement of a Recipient at any time for any reason whatsoever. Upon such termination, the Recipient's rights in respect of the Awards granted under this Award Agreement will be subject to restrictions and time limits, the complete details of which are set out in the Plan.

7. Without restriction, and for the avoidance of doubt, the Recipient agrees that the Recipient will not be entitled to any rights to accrue, vest or exercise any Awards during or in respect of any termination notice or severance period under the Recipient's employment agreement or employment arrangements.

8. Each notice relating to the Awards must be in writing. All notices to the Company must be delivered personally or by prepaid registered mail and must be addressed to the Chief Financial Officer of the Company with a copy to the Company Secretary of the Company. All notices to the Recipient will be addressed to the principal address of the Recipient on file with the Company. Either the Company or the Recipient may designate a different address by written notice to the other. Such notices are deemed to be received, if delivered personally, on the date of delivery, and if sent by prepaid, registered mail, on the fifth business day following the date of mailing. Any notice given by either the Recipient or the Company is not binding on the recipient of such notice until received.

9. Subject to 8.3 or 10.7 of the Plan, as applicable, any Award granted pursuant to this Award Agreement may only be held during the lifetime of the Recipient by the Recipient personally and no assignment or transfer of an Award, whether voluntary, involuntary, by operation of law or otherwise, vests any interest or right in such Award whatsoever in any assignee or transferee, and immediately upon any assignment or transfer or any attempt to make such assignment or transfer, the Award granted under this Award Agreement terminates and is of no further force or effect. Complete details of this restriction are set out in the Plan.

10. In the event of a Change of Control, all PUs granted pursuant to this Award Agreement shall immediately vest and the value of such PUs shall be paid out in cash within 30 days subsequent to the Change of Control in an amount based on the Change of Control Price. For the avoidance of doubt, the Committee shall have no discretion regarding the form of payment and there shall be no Alternative Awards as described in Article 14 of the Plan.

11. The Recipient hereby acknowledges and agrees that:

(a) any rule, regulation or determination, including the interpretation by the Committee, with respect to the Awards granted under this Award Agreement and, if applicable, its exercise, is final and conclusive for all purposes and binding on all Persons, including the Company and the Recipient;

(b) the participation of the Recipient in the Plan is entirely voluntary; and

(c) the Recipient has been advised to obtain independent legal and tax advice prior to entering into this Award Agreement and by entering this Agreement the Recipient represents that he or she did obtain whatever independent legal and tax advice he or she considered appropriate and sufficient.

12. By signing this Award Agreement, the Recipient represents and warrants that (i) under the terms and conditions of the Plan he is an Eligible Participant (as defined in the Plan) entitled to receive the Award, and (ii) he is not in the United States or a U.S. person, nor is he acquiring the Award for the benefit of a person in the United States or a U.S. person. Furthermore, the Recipient understands that the Award may not be exercised in the United States or by or on behalf of a U.S. person unless the Award has been registered under the Act or is exempt from registration thereunder. The Company may condition the Award upon receiving from the Recipient such representations and warranties and such evidence of registration or exemption under the Act as is satisfactory to the Company, acting in its sole discretion.

13. This Award Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

CALEDONIA MINING CORPORATION PLC

By:

I have read the foregoing Award Agreement and hereby accept the Award in accordance with and subject to the terms and conditions of this Award Agreement and the Plan. I understand that I may review the complete text of the Plan by contacting the Company Secretary. I agree to be bound by the terms and conditions of the Plan governing the Award.

Date Accepted

Recipient's Signature

Recipient's Name
(Please Print)

APPENDIX A
PERFORMANCE MULTIPLIER

The Performance Multiplier will be based on the following metrics and weightings. The number of PUs to vest on the PUs Vesting Date will be determined based on the Performance Multiplier and scorecard, calculated as follows:

Metric	**Weighting**	**Description**	**Threshold**	**Below Threshold**	**Threshold Met**	**Target**	**Target Met**	**Stretch**	**Max (Stretch outcome)**
Gold Production (oz) over 3 years	50%								
Gold Production (oz) over 3 years at Blanket	42.5%	Aggregate vs. guidance gold production	225 000 (Blanket – 75 000 per year)	Below Threshold 0% (no PU's vest)	50% of PUs vest	240 000 (Blanket – 80 000 per year)	100% of PUs vest	260 000 (Blanket 86 667 per year)	150% of PUs vest if stretch or more is achieved
Gold Production (oz) over 3 years at Bilboes	7.5%	Aggregate vs. guidance gold production annually	Lower End of Annual Bilboes Guidance	Below Threshold 0% (no PU's vest)	50% of PUs vest	Mid Point of annual Bilboes Guidance	100% of PUs vest	Upper End of Annual Bilboes Guidance	150% of PUs vest if stretch or more is achieved
Cost Per Ounce	50%								
On mine costs at Blanket and Bilboes plus other on mine costs plus head office "G&A" Other costs include: ►procurement margins paid to SA and Dubai ►the profit arising in solar co for electricity sales to Blanket	50%	Controllable Cost per ounce of gold produced vs. budgeted number for each Financial Year. Averaged over the 3-year vesting period.	105% of Target	Below Threshold 0% (no PU's vest)	50% of PUs vest	x for 2023 (1/3 2023; 1/3 2024; 1/3 2025)	100% of PUs vest	95% of target	150% of PUs vest if stretch or more is achieved

Notes: Linear interpolation will be applied to vesting between Threshold and Target. Stepped vesting will be applied to vesting between Target and the midpoint between Target and Stretch ("Midpoint"). Linear interpolation will then be applied between the Midpoint and Stretch. The number of PUs vesting at Stretch and above will be capped at 150%. As shown below:

	Performance attained							
	Less than Threshold	**Threshold**	**Between Threshold and Target**	**Target**	**Between Target and Midpoint**	**Midpoint**	**Between Midpoint and Stretch**	**Stretch or more**
No. of PUs that will vest	0%	50%	Linear vesting from 50% to 100%	100%	100%	125%	Linear vesting from 125% to 150%	150% maximum

Further Notes:
(1) For the purposes of determining whether a target has been met, reported financial statements will be used.
(2) As per the table above, a performance score less than Threshold will result in zero PUs vesting, and if Threshold is met, 50% of the PUs will vest. Linear interpolation will be applied to vesting between Threshold and Target; Any achievement greater than Target but less than the Midpoint will result in 100% of the PUs vesting. Achievement at the Midpoint will result in 125% of the PUs vesting. Linear interpolation applies between the Midpoint and Stretch, where a maximum of 150% of PUs vest.

THE AWARD HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES OR TO U.S. PERSONS UNLESS SUCH SECURITIES ARE REGISTERED UNDER THE ACT, OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT ARE AVAILABLE. THE TERMS "UNITED STATES" AND "U.S. PERSON" ARE AS DEFINED IN REGULATION S UNDER THE ACT.

2015 OMNIBUS EQUITY INCENTIVE COMPENSATION PLAN

Award Agreement

Caledonia Mining Corporation Plc (the "**Company**") hereby grants the following Performance Units ("**PUs**") to the Participant named below (the "**Recipient**"), in accordance with and subject to the terms, conditions and restrictions of this Agreement, together with the provisions of the 2015 Omnibus Equity Incentive Compensation Plan (the "**Plan**") of the Company for services rendered to the Company and its subsidiaries:

Name of Recipient: [ ]

Grant of PUs:

Date of Grant:	[ ] ("**PUs Grant Date**").
Value of PUs at Date of Grant:	US$[90% for CEO/40% others of salary for FY23]
Price Per Share at Date of Grant[1]:	US$[ ]
Target Number of PUs:	[ ] ("**Target PUs**")
Vesting Date of PUs:	Subject to any reduction, cancellation, forfeiture or acceleration in vesting as provided in the Plan or this Award Agreement, 100% of the PUs granted pursuant to this Award Agreement will vest on 1st business day in April 2026 post the publication of financial results with the only exception being if there is a closed period for whatever reason, which follows that it will be the first day thereafter that. ("**PUs Vesting Date**").
Performance Measures:	The number of PUs which will vest on the PUs Vesting Date (including an increase or decrease in the Target PUs) will be equal to the Target PUs multiplied by the score determined in accordance with Appendix A (the "**Performance Multiplier**") which shall be appended to this Award Agreement by way of an addendum.
Performance Period:	January 1, 2023 to December 31, 2025.
Dividend Reinvestment:	The Recipient will be entitled to receive, from and after the PUs Vesting Date until settlement of the PUs, for each vested PU held at the time of payment of a dividend by the Company, the cash equivalent of such dividend declared by the Company on one Share. Such cash equivalents paid by the Company shall, with respect to each vested PU, be automatically reinvested in additional PUs at a price per PU equal to the then applicable PU Share Price. For the avoidance of doubt, all additional PUs accrued to the Recipient through dividend reinvestment shall be subject to the terms, conditions and restrictions of this Agreement and the Plan. No PUs accrued to the Recipient through dividend reinvestment shall be subject to adjustment, either upwards or downwards, by the Performance Multiplier.

[1] The Fair Market Value of a Share underlying a PU shall be equal to the greater of (i) the volume weighted average trading price of the Shares on the NYSE American for the five trading days preceding the relevant date in which such valuation occurs or (ii) the closing price of the Shares on the NYSE American on the trading day immediately prior to such valuation date (i.e., grant date, dividend payment date, settlement date) (the "P**U Share Price**").

Settlement:	The settlement value of the PUs shall be an amount equal to the Target Number of PUs (after application of the Performance Multiplier) multiplied by the PU Share Price. Such settlement value shall, except in the event of a Change of Control whereby the value will be paid in cash, be paid in the form of Shares at a value equal to the then applicable PU Share Price at the date of settlement (in other words, equal to the number of vesting PUs) and in accordance with all applicable law and regulations (including, but not limited to, any restrictions on the issue of securities pursuant to the Plan and the Company's share dealing code in force from time to time and the requirements of any securities exchange upon which the Shares or securities representing them are then listed) and otherwise on such terms and conditions as the Committee may determine.
Death of the Recipient:	If the Recipient dies while an Employee of the Company or an Affiliate, any PUs held by the Recipient that have not vested will immediately vest and will be settled with the estate of the Recipient as soon as practicable. The Performance Multiplier will be applied to determine the number of PUs that vest as if the applicable Performance Period has been completed. If a Performance Period is in progress at the time of the Recipient's death or for future Performance Periods, the Performance Multiplier will be calculated on the basis of the Performance Measures achieved at the end of the immediately preceding quarter period. The determination of the foregoing will be in the sole and unfettered discretion of the Committee.
Minimum Holding Period and Forfeiture:	The Recipient shall hold any Shares or securities representing them issued pursuant to this Award Agreement until at least the first anniversary of the PUs Vesting Date. During that period, if the Committee exercises its discretion pursuant to article 18.1 of the Plan (and in such an instance "within 45 days" shall instead read "before the first anniversary of the PUs Vesting Date" in article 18.1) and resolves that the Recipient's award pursuant to this Award Agreement shall be reduced, cancelled or forfeited, the Recipient hereby appoints the Company's broker to sell such number of Shares or securities representing them as the Committee decides is appropriate to fully or partially compensate the Company for the action or omission of the Recipient or other event which resulted in the Committee's decision to reduce, cancel or forfeit the award. A cash amount equal to the funds raised shall be paid over to the Company. Should the amount generated from the sale of Shares or securities representing them not be enough to fully compensate the Company in the amount the Committee decides is appropriate, the Recipient shall account to the Company for the remainder in cash by such date as the Committee shall determine, PROVIDED THAT the amount of cash payable by the Recipient, including that realised from the sale of Shares or securities representing them, shall not exceed the gross (i.e. before tax) amount receivable by the Recipient upon settlement. These provisions are without prejudice to article 18.1, other than the amendment referred to herein.

1. The terms and conditions of the Plan are hereby incorporated by reference as terms and conditions of this Award Agreement and all capitalized terms used in this Award Agreement, unless expressly defined in a different manner, have the meanings given to them in the Plan. Except where the terms and provisions of this Award Agreement specifically state that they supersede the terms or provisions of the Plan, in the event of a conflict between any term or provision contained in this Award Agreement and a term or provision of the Plan, all terms and provisions of the Plan will govern and prevail.

2. The Awards granted pursuant to this Award Agreement are recorded in a notional account held by the Company in your name, to which you may refer at any time.

3. Nothing contained in this Award Agreement or the Plan will give the Recipient or any other Person any interest or title in or to any Share or any rights as a shareholder of the Company (including, without limitation, any right to receive dividends or other distributions from the Company, voting rights, warrants or rights under any rights offering) or any other legal or equitable right against the Company whatsoever, other than as set forth in this Award Agreement and in the Plan.

4. If the Recipient voluntarily Retires, the Committee may, in its sole discretion but will have no obligation to, accelerate the vesting of any unvested Awards granted pursuant to this Award Agreement. In exercising its discretion, the Committee will consider the nature of the Recipient's withdrawal from employment or office with the Company or Affiliate, including without limitation the notice period given by the Recipient, the transition responsibilities carried out by the Recipient and the Recipient's adherence to any applicable restrictive covenants.

5. The Recipient will not be obligated to settle any Awards granted pursuant to this Award Agreement on the vesting date of such Awards but may elect to settle at any time after such vesting date.

6. Nothing in the Plan or in this Award Agreement will affect the Company's right, or that of an Affiliate, to terminate the employment or term of office or engagement of a Recipient at any time for any reason whatsoever. Upon such termination, the Recipient's rights in respect of the Awards granted under this Award Agreement will be subject to restrictions and time limits, the complete details of which are set out in the Plan.

7. Without restriction, and for the avoidance of doubt, the Recipient agrees that the Recipient will not be entitled to any rights to accrue, vest or exercise any Awards during or in respect of any termination notice or severance period under the Recipient's employment agreement or employment arrangements.

8. Each notice relating to the Awards must be in writing. All notices to the Company must be delivered personally or by prepaid registered mail and must be addressed to the Chief Financial Officer of the Company with a copy to the Company Secretary of the Company. All notices to the Recipient will be addressed to the principal address of the Recipient on file with the Company. Either the Company or the Recipient may designate a different address by written notice to the other. Such notices are deemed to be received, if delivered personally, on the date of delivery, and if sent by prepaid, registered mail, on the fifth business day following the date of mailing. Any notice given by either the Recipient or the Company is not binding on the recipient of such notice until received.

9. Subject to 8.3 or 10.7 of the Plan, as applicable, any Award granted pursuant to this Award Agreement may only be held during the lifetime of the Recipient by the Recipient personally and no assignment or transfer of an Award, whether voluntary, involuntary, by operation of law or otherwise, vests any interest or right in such Award whatsoever in any assignee or transferee, and immediately upon any assignment or transfer or any attempt to make such assignment or transfer, the Award granted under this Award Agreement terminates and is of no further force or effect. Complete details of this restriction are set out in the Plan.

10. In the event of a Change of Control, all PUs granted pursuant to this Award Agreement shall immediately vest and the value of such PUs shall be paid out in cash within 30 days subsequent to the Change of Control in an amount based on the Change of Control Price. For the avoidance of doubt, the Committee shall have no discretion regarding the form of payment and there shall be no Alternative Awards as described in Article 14 of the Plan.

11. The Recipient hereby acknowledges and agrees that:

(a) any rule, regulation or determination, including the interpretation by the Committee, with respect to the Awards granted under this Award Agreement and, if applicable, its exercise, is final and conclusive for all purposes and binding on all Persons, including the Company and the Recipient;

(b) the participation of the Recipient in the Plan is entirely voluntary; and

(c) the Recipient has been advised to obtain independent legal and tax advice prior to entering into this Award Agreement and by entering this Agreement the Recipient represents that he or she did obtain whatever independent legal and tax advice he or she considered appropriate and sufficient.

12. By signing this Award Agreement, the Recipient represents and warrants that (i) under the terms and conditions of the Plan he is an Eligible Participant (as defined in the Plan) entitled to receive the Award, and (ii) he is not in the United States or a U.S. person, nor is he acquiring the Award for the benefit of a person in the United States or a U.S. person. Furthermore, the Recipient understands that the Award may not be exercised in the United States or by or on behalf of a U.S. person unless the Award has been registered under the Act or is exempt from registration thereunder. The Company may condition the Award upon receiving from the Recipient such representations and warranties and such evidence of registration or exemption under the Act as is satisfactory to the Company, acting in its sole discretion.

13. This Award Agreement has been made in and is to be construed under and in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

CALEDONIA MINING CORPORATION PLC

By:

I have read the foregoing Award Agreement and hereby accept the Award in accordance with and subject to the terms and conditions of this Award Agreement and the Plan. I understand that I may review the complete text of the Plan by contacting the Company Secretary. I agree to be bound by the terms and conditions of the Plan governing the Award.

Date Accepted

Recipient's Signature

Recipient's Name
(Please Print)

APPENDIX A
PERFORMANCE MULTIPLIER

The Performance Multiplier will be based on the following metrics and weightings. The number of PUs to vest on the PUs Vesting Date will be determined based on the Performance Multiplier and scorecard, calculated as follows:

Metric	Weighting	Description	Threshold	Below Threshold	Threshold Met	Target	Target Met	Stretch	Max (Stretch outcome)
Gold Production (oz) over 3 years	50%								
Gold Production (oz) over 3 years at Blanket	42.5%	Aggregate vs. guidance gold production	225 000 (Blanket – 75 000 per year)	Below Threshold 0% (no PU's vest)	50% of PUs vest	240 000 (Blanket – 80 000 per year)	100% of PUs vest	260 000 (Blanket 86 667 per year)	150% of PUs vest if stretch or more is achieved
Gold Production (oz) over 3 years at Bilboes	7.5%	Aggregate vs. guidance gold production annually	Lower End of Annual Bilboes Guidance	Below Threshold 0% (no PU's vest)	50% of PUs vest	Mid Point of annual Bilboes Guidance	100% of PUs vest	Upper End of Annual Bilboes Guidance	150% of PUs vest if stretch or more is achieved
Cost Per Ounce	50%								
On mine costs at Blanket and Bilboes plus other on mine costs plus head office "G&A" Other costs include: ► procurement margins paid to SA and Dubai ► the profit arising in solar co for electricity sales to Blanket	50%	Controllable Cost per ounce of gold produced vs. budgeted number for each Financial Year. Averaged over the 3-year vesting period.	105% of Target	Below Threshold 0% (no PU's vest)	50% of PUs vest	x for 2023 (1/3 2023; 1/3 2024; 1/3 2025)	100% of PUs vest	95% of target	150% of PUs vest if stretch or more is achieved

Notes: Linear interpolation will be applied to vesting between Threshold and Target. Stepped vesting will be applied to vesting between Target and the midpoint between Target and Stretch ("Midpoint"). Linear interpolation will then be applied between the Midpoint and Stretch. The number of PUs vesting at Stretch and above will be capped at 150%. As shown below:

	Performance attained							
	Less than Threshold	**Threshold**	**Between Threshold and Target**	**Target**	**Between Target and Midpoint**	**Midpoint**	**Between Midpoint and Stretch**	**Stretch or more**
No. of PUs that will vest	0%	50%	Linear vesting from 50% to 100%	100%	100%	125%	Linear vesting from 125% to 150%	150% maximum

Further Notes:
(1) For the purposes of determining whether a target has been met, reported financial statements will be used.
(2) As per the table above, a performance score less than Threshold will result in zero PUs vesting, and if Threshold is met, 50% of the PUs will vest. Linear interpolation will be applied to vesting between Threshold and Target; Any achievement greater than Target but less than the Midpoint will result in 100% of the PUs vesting. Achievement at the Midpoint will result in 125% of the PUs vesting. Linear interpolation applies between the Midpoint and Stretch, where a maximum of 150% of PUs vest.

Exhibit 8.1
List of Caledonia Mining Corporation Plc group entities

	Country of incorporation	Legal shareholding (year end)		
		2020	2021	**2022**
Subsidiaries within the Caledonia Mining Corporation Plc Group		%	%	**%**
Caledonia Holdings Zimbabwe (Private) Limited (1)	Zimbabwe	100	100	**100**
Caledonia Mining Services (Private) Limited (2)	Zimbabwe	100	100	**100**
Fintona Investments Proprietary Limited	South Africa	100	100	**100**
Caledonia Mining South Africa Proprietary Limited (1)	South Africa	100	100	**100**
Greenstone Management Services Holdings Limited	United Kingdom	100	100	**100**
Blanket Mine (1983) (Private) Limited (3)	Zimbabwe	64	64	**64**
Caledonia (Connemara) (Pvt) Limited (3)	Zimbabwe	-	100	**100**
Caledonia (Maligreen) (Pvt) Limited (3)	Zimbabwe	-	100	**100**
Motapa Mining Company UK Limited	United Kingdom	-	-	**100**
Arraskar Investments (Private) Limited (4)	Zimbabwe	-	-	**100**
Bilboes Gold Limited	Mauritius	-	-	**100**
Bilboes Holdings (Private) Limited (5)	Zimbabwe	-	-	**100**
Caledonia Mining FZCO (1)	Dubai	-	-	**100**

1. Direct subsidiary of Greenstone Management Services Holdings Limited (United Kingdom)
2. Direct subsidiary of Caledonia Holdings Zimbabwe (Private) Limited until 2020
3. Direct subsidiary of Caledonia Holdings Zimbabwe (Private) Limited
4. Direct subsidiary of Motapa Mining Company UK Limited
5. Direct subsidiary of Bilboes Gold Limited

Exhibit 12.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, **Mark Learmonth**, certify that:

1. I have reviewed this annual report on Form 20-F of Caledonia Mining Corporation Plc (the "Company").

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

4. The Company's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e)) and 15d-15(e) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the Company, and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the Company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is likely to materially affect, the Company's internal control over financial reporting.

5. The Company's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Company's auditors and the Audit Committee of the Company's board of directors (or persons performing the equivalent function);

   a. All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information; and

   b. Any, fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: April 28, 2023

(signed) **Mark Learmonth**
Chief Executive Officer

Exhibit 12.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I **Chester Goodburn,** certify that:

1. I have reviewed this annual report on Form 20-F of Caledonia Mining Corporation Plc (the "Company").

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this report;

4. The Company's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e)) and 15d-15(e) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the Company, and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the company's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the Company's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is likely to materially affect, the Company's internal control over financial reporting.

5. The Company's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the company's auditors and the audit committee of the company's board of directors (or persons performing the equivalent function);

   a. All significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which are reasonably likely to adversely affect the company's ability to record, process, summarize and report financial information; and

   b. Any, fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

Date: April 28, 2023

(signed) **Chester Goodburn**
Chief Financial Officer

Exhibit 13.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906 OF
THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 20-F of Caledonia Mining Corporation Plc (the "Company") for the year ended December 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), that I, Mark Learmonth, Chief Executive Officer of the Company, certify, pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code 18 U.S.C.1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1. The Report fully complies with the requirements of Rule 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of, and for, the periods presented in the Report.

By: (signed) **Mark Learmonth**
Mark Learmonth, Chief Executive Officer
Caledonia Mining Corporation Plc

Date: April 28, 2023

A signed original of this written statement required by Section 906 has been provided by Mark Learmonth and will be retained by Caledonia Mining Corporation Plc and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 13.2

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED PURSUANT TO SECTION 906 OF
THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report on Form 20-F of Caledonia Mining Corporation Plc (the "Company") for the year ended December 31, 2022 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), that I, Chester Goodburn, Chief Financial Officer of the Company, certify, pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code 18 U.S.C.1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

1 The Report fully complies with the requirements of Rule 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of, and for, the periods presented in the Report.

By: (signed) **Chester Goodburn**
Chester Goodburn, Chief Financial Officer
Caledonia Mining Corporation Plc

Date: April 28, 2023

A signed original of this written statement required by Section 906 has been provided by Chester Goodburn and will be retained by Caledonia Mining Corporation Plc and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 15.1

Tel: +27 011 488 1700
Fax: +27 010 060 7000
www.bdo.co.za

Wanderers Office Park
52 Corlett Drive
Illovo, 2196

Private Bag X60500
Houghton, 2041
South Africa

Consent of Independent Registered Public Accounting Firm

Caledonia Mining Corporation, Plc.

We hereby consent to the incorporation by reference in the Registration Statements on Form F-3 (No. 333-255500) of Caledonia Mining Corporation Plc of our report dated April 28, 2023 relating to the consolidated financial statements, which appears in this Annual Report on Form 20-F.

BDO South Africa Inc.

BDO South Africa Incorporated
Johannesburg
South Africa

April 28, 2023

BDO South Africa Incorporated
Registration number: 1995/002310/21
Practice number: 905526
VAT number: 4910148685

Chief Executive Officer: BK Mokoena

A full list of all company directors is available on www.bdo.co.za

The company's principal place of business is at The Wanderers Office Park, 52 Corlett Drive, Illovo, Johannesburg, where a list of directors' names is available for inspection. BDO South Africa Incorporated, a South African personal liability company, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.



Minxcon (Pty) Ltd | Tel: +2711 958 2899
Suite 5 Coldstream Office Park, 2 Coldstream Street, Little Falls, Roodepoort, South Africa

CONSENT OF UWE ENGELMANN

I consent to the use of my name, or any quotation from, or summarization of, the technical report summaries entitled "S-K 1300 Technical Report Summary on the Blanket Gold Mine, Zimbabwe", with effective date December 31, 2022 and issued on April 28, 2023, and "S-K 1300 Technical Report Summary on the Maligreen Gold Project, Zimbabwe", with effective date December 31, 2022 and issued on April 28, 2023, both prepared by me, and included or incorporated by reference in:

(i) the Annual Report on Form 20-F for the period ended December 31, 2022 (the "20-F") of Caledonia Mining Corporation Plc being filed with the United States Securities and Exchange Commission, and any amendments or supplements thereto; and

(ii) the Company's Form F-3 Registration Statement (File No. 333-255500), and any amendments or supplements thereto.

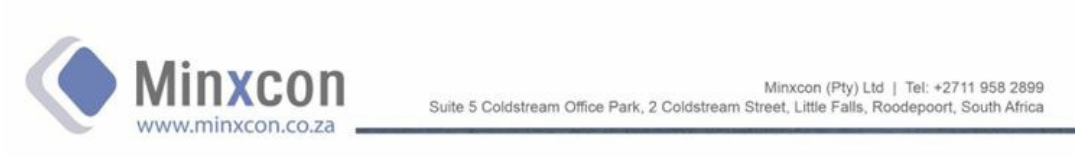
I further consent to the filing of the technical report summaries as exhibits to the 20-F.

/S/ U ENGELMANN

_____

Uwe Engelmann, BSc (Zoo. & Bot.), BSc
Hons (Geol.), Pr.Sci.Nat., MGSSA

Date: April 28, 2023



CONSENT OF DANIEL VAN HEERDEN

I consent to the use of my name, or any quotation from, or summarization of, the technical report summary entitled "S-K 1300 Technical Report Summary on the Blanket Gold Mine, Zimbabwe", dated with effective date December 31, 20221 and issued on April 28, 2023, prepared by me, and included or incorporated by reference in:

(i) the Annual Report on Form 20-F for the period ended December 31, 2022 (the "20-F") of Caledonia Mining Corporation Plc being filed with the United States Securities and Exchange Commission, and any amendments or supplements thereto; and

(ii) the Company's Form F-3 Registration Statement (File No. 333-255500), and any amendments or supplements thereto.

I further consent to the filing of the technical report summary as an exhibit to the 20-F.

/S/ D VAN HEERDEN

_____

Daniel van Heerden, B Eng (Min.), MCom
(Bus. Admin.), MMC, Pr. Eng., FSAIMM, AMMSA

Date: April 28, 2023



Caledonia Mining Corporation

Caledonia Mining Corporation Plc

S-K 1300 Technical Report Summary on the Blanket Gold Mine, Zimbabwe

QUALIFIED PERSONS:
Mr. U Engelmann
BSc (Zoo. & Bot.), BSc Hons (Geol.), Pr.Sci.Nat., FGSSA

Mr. D van Heerden
B Eng (Min.), MCom (Bus. Admin.), MMC, Pr.Eng., FSAIMM, AMMSA

Minxcon Reference: M2022-052b
Effective Date: 31 December 2022
Version: Final
Issue Date: 28 April 2023

Minxcon
www.minxcon.co.za

Prepared by **Minxcon (Pty) Ltd**
Suite 5 Coldstream Office Park
Little Falls, Roodepoort, South Africa
Tel: +2711 958 2899

Directors: D v Heerden, NJ Odendaal, U Engelmann
Company Registration No.: 2004/029587/07

DATE AND SIGNATURE PAGE

This Report titled "S-K 1300 Technical Report Summary on the Blanket Gold Mine, Zimbabwe" was prepared for Caledonia Mining Corporation Plc. The Report is compiled in accordance with the United States Securities and Exchange Commission Part 229 Standard Instructions for Filing Forms Regulation S-K subpart 1300. The effective date of this Report is 31 December 2022.

The Qualified Persons ("QPs") responsible for this Report are Mr. Uwe Engelmann (Geology and Mineral Resources) and Mr. Daniel (Daan) van Heerden (Mineral Processing, Mineral Extraction and Mineral Reserves).

/S/ U ENGELMANN

U ENGELMANN
BSc (Zoo. & Bot.), BSc Hons (Geol.)
Pr.Sci.Nat., FGSSA
DIRECTOR, MINXCON (PTY) LTD

/S/ D VAN HEERDEN

D VAN HEERDEN
B Eng (Min.), MCom (Bus. Admin.), MMC
Pr.Eng., FSAIMM, AMMSA
DIRECTOR, MINXCON (PTY) LTD

Signed at Little Falls, Gauteng, South Africa, on 28 April 2023.

INFORMATION RISK

This Report was prepared by Uwe Engelmann and Daniel van Heerden (the QPs) of Minxcon (Pty) Ltd ("Minxcon"). In the preparation of the Report, the QPs utilised information relating to operational methods and expectations provided to them by various sources. Where possible, the QPs have verified this information from independent sources after making due enquiry of all material issues that are required in order to comply with the requirements of the United States Securities and Exchange Commission Part 229 Standard Instructions for Filing Forms Regulation S-K subpart 1300. The authors of this report are not qualified to provide extensive commentary on legal issues associated with rights to the mineral properties and relied on the information provided to them by the issuer. No warranty or guarantee, be it express or implied, is made by the authors with respect to the completeness or accuracy of the legal aspects of this document.

OPERATIONAL RISKS

The business of mining and mineral exploration, development and production by their nature contain significant operational risks. The business depends upon, amongst other things, successful prospecting programmes and competent management. Profitability and asset values can be affected by unforeseen changes in operating circumstances and technical issues.

POLITICAL AND ECONOMIC RISK

Factors such as political and industrial disruption, currency fluctuation and interest rates could have an impact on future operations, and potential revenue streams can also be affected by these factors. The majority of these factors are, and will be, beyond the control of any operating entity.

FORWARD LOOKING STATEMENTS

Certain statements contained in this document other than statements of historical fact, contain forward-looking statements regarding the operations, economic performance or financial condition, including, without limitation, those concerning the economic outlook for the mining industry, expectations regarding commodity prices, exchange rates, production, cash costs and other operating results, growth prospects and the outlook of operations, including the completion and commencement of commercial operations of specific production projects, its liquidity and capital resources and expenditure, and the outcome and consequences of any pending litigation or enforcement proceedings.

Although the QPs believe that the expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such expectations will prove to be correct. Accordingly, results may differ materially from those set out in the forward-looking statements as a result of, among other factors, changes in economic and market conditions, changes in the regulatory environment and other State actions, success of business and operating initiatives, fluctuations in commodity prices and exchange rates, and business and potential risk management.

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LIST OF UNITS AND ABBREVIATIONS

Units: The following units were used in this Report, and are in metric terms:-

Unit	Definition
%	Per cent
/	Per
± or ~	Approximately
°	Degrees
°C	Degrees Celsius
a	Year
cm	Centimetre
d	Day
g	Grammes
g/cm^3	Grammes per cubic centimetre
g/t	Grammes per tonne
Ga	Billion years (1,000,000,000 years)
ha	Hectares
hr	Hour
kg	Kilogram (1,000 g)
kL	Kilolitres (1,000 l)
km	Kilometre (1,000 m)
km^2	Square kilometres
koz	Kilo ounces (1,000 oz)
kt	Kilotonnes (1,000 t)

ktpm	Kilo tonnes per month
kV	Kilovolt (1,000 volts)
kVA	Kilovolt ampere
kW	Kilowatt (1,000 W)
l	Litre
m	Metre
m^2	Square metres
m^3	Cubic metres
mm	Millimetre
Moz	Million ounces (1,000,000 oz)
Mt	Million tonnes (1,000,000 t)
Mtpa	Million tonnes per annum
MVA	Megavolt ampere
oz	Troy Ounces
t	Tonne
t/m^3	Tonnes per cubic meter
tpd	Tonnes per day
V	Volts
x	By / Multiplied by

Computation: It is noted that throughout the Report, tables may not compute due to rounding.

Abbreviations: The following abbreviations were used in this Report:-

Abbreviation	Description
AC	Asbestos Cement
amsl	Above Mean Sea Level
Au	Gold
BETS	Employee Trust for the benefit of the present and future employees of Blanket Mine
BIF	Banded Iron Formation
Blanket Mine Company	Blanket Mine (1983) (Pvt) Ltd
Blanket or the Mine	Blanket Gold Mine
BQR	Blanket Quartz Reef
Caledonia or the Company	Caledonia Mining Corporation Plc
CAPM	Capital Asset Pricing Model
CBDZ	Colleen Bawn Deformation Zone
CIL	Carbon-in-Leach
CIM	Canadian Institute of Mining, Metallurgy and Petroleum
CMS	Central Main Shaft
CPI	Consumer Price Indices
CRM	Certified Reference Material
DCF	Discounted Cash Flow
DSR	Disseminated Sulphide Reefs
EIA	Environmental Impact Assessment
EM Act	Environmental Management Act (Chapter 20:27) No. 13/2002
EMA	Environmental Management Agency
Epoch	Epoch Resources (Pty) Ltd
FCFE	Free Cash Flow to Equity
FCFF	Free Cash Flow to Firm
Fidelity	Fidelity Printers and Refiners Limited
FW	Footwall
G&A	General and Administrative
GGB	Gwanda Greenstone Belt
GMS	Greenstone Management Services (Pty) Limited
HG	High Grade
HW	Hanging Wall
IL	Intensive Leach
Kinross	Kinross Gold Corporation
KNA	Kriging Neighbourhood Analysis
LG	Low Grade
LIMS	Laboratory Information Management System
LoM	Life of Mine
Minxcon	Minxcon (Pty) Ltd
ML40	Mining Lease with registered number 40

Abbreviation	Description
MMA	Mines and Minerals Act (Chapter 21:05) of 1961
MMCZ	Minerals Marketing Corporation of Zimbabwe
MSO	Geovia Stope Shape Optimiser
NIEEF	National Indigenisation and Economic Empowerment Fund
NIR	Not-In-Reserve
NMD	Nominal Maximum Demand
NPV	Net Present Value
NSR	Net Smelter Royalty
NWGDZ	North West Gwanda Deformation Zone
OHL	Overhead Powerlines
PEM	Prospectivity Enhancement Multiplier
PPE	Personal Protective Equipment
PSA	Pressure Swing Absorption
QAQC	Quality Assurance and Quality Control
QP	Qualified Person
RoM	Run of Mine
RoR	Rate of Rise
SG	Specific Gravity
SGDZ	South Gwanda Deformation Zone
S-K 1300	United States Securities and Exchange Commission Part 229 Standard Instructions for Filing Forms Regulation S-K subpart 1300
SoR	Slope of Regression
The Act	Indigenisation and Economic Empowerment Act
TRS	Technical Report Summary
TSF	Tailings Storage Facility
WACC	Weighted Average Cost of Capital
ZESA	Zimbabwe Electricity Supply Authority
ZINWA	Zimbabwe National Water Authority
ZMDC	Zimbabwe Mining Development Corporation

ITEM 1 – EXECUTIVE SUMMARY

The Blanket Mine is an operating underground gold mine situated on the Gwanda Greenstone Belt targeting shear zone hosted gold mineralisation. It is located in the southwest of Zimbabwe, approximately 15 km northwest of Gwanda, the provincial capital of Matabeleland South. Gwanda is located 147 km southeast of Bulawayo, 197 km northwest of the Beitbridge Border post with South Africa, and 560 km from Harare.

The Mine complex comprises a cluster of mines extending from Lima in the north, through Eroica, Sheet, AR Main, AR South, the currently defunct Feudal, Blanket Section (Blanket 1 to Blanket 6) and Jethro over a total strike length of some 3 km. Gold has been commercially mined at the Project Area from several closely spaced orebodies defining a mineralised trend via several shafts since the early 1900s. The Mine covers the operating claims of Jethro, Blanket, Feudal, Harvard, Mbudzane Rock, Oqueil, Sabiwa, Sheet, Eroica and Lima, largely encompassed in a 2,120 ha Mining Lease. Ore is processed at an on-site plant.

The Blanket Mine operates under a mining lease ML40 issued to Blanket Mine (1983) (Pvt) Ltd, which is incorporated in Zimbabwe and a 64% owned, indirect subsidiary of Caledonia Mining Corporation Plc. The mine's claims under the lease cover an area of 2,120 ha.

I. Geology and Mineral Deposit

The Blanket Mine is situated on the north-western limb of the Archaean Gwanda Greenstone Belt along strike from several other gold deposits. In the Blanket Mine area, lithologies comprise non-mineralised basal felsic schists of igneous or sedimentary origin in the east. The felsics are overlain by a metabasaltic ultramafic to mafic unit with pillow basalts remnants.

Mining at Blanket occurs over a 3 km strike that includes from north to south, the deposits of Lima, Eroica, Sheet, AR Main, AR South, Feudal, Blanket Section (Blanket 1 to Blanket 6) and Jethro. The main Blanket underground workings are connected to Lima by a 2 km long haulage which follows the strike of the main fabric. Mineralisation occurs in near vertical shoots aligned along an approximately N-S axis. The ore shoots vary in shape from the tabular-lensoidal quartz reefs to the massive to pipe-like disseminated sulphide reefs (or DSR). Gold is deposited at crustal levels within and near the brittle-ductile transition zone. The deposits may have a vertical extent of up to 2 km, demonstrate extensive down-plunge continuity, and lack pronounced zoning. The ore mineralogy is dominated by gold, pyrite and arsenopyrite.

Two quartz-filled shear zones are mined, namely the Blanket Quartz Reef (or BQR) and the Eroica Reef, which have long strike lengths but are not uniformly mineralised although continuous pay shoots of over 100 m on strike are seen. Gold grade fluctuations are more extreme in the quartz reefs than in the DSR type reefs but on average these quartz shears have higher grades.

II. Status of Exploration

Blanket Mine is continuing with the down-dip exploration drilling (below 750 m Level) as drilling platforms are established. This drilling will confirm and improve the down-dip Inferred Mineral Resource. An electromagnetic survey may be considered; potentially delineating additional surface structural features and targets, which can be used in conjunction with and refinement of the geological concept being proposed.

The combination of the exploration drilling, geophysical survey and conceptual geological model (based on the sampling database) and structural geological modelling may increase the exploration targets and ultimately assist in increasing the Mineral Resource.

III. Mineral Resource and Mineral Reserve Estimates

Measured, Indicated and Inferred Mineral Resources, based on ordinary kriging and inverse distance estimation methods, can be declared for Blanket Mine due to the continuity of the geology and grade as well as a history of proven historical mining. The Inferred resources show geological continuity, while grade continuity requires improvement through additional drilling. The 2022 estimates only include 3D digital estimates in the form of block models. Previous estimates were a combination of digital estimates and manual block listings above a specific elevation. The in situ Measured, Indicated and Inferred Mineral Resources are shown in the table to follow.

In Situ Measured and Indicated Mineral Resource Tabulation for Blanket Mine as at 31 December 2022 (inclusive of Mineral Reserves)

Mineral Resource Classification	Orebody	Tonnes	Au	Ounces
		t	g/t	oz
Measured	ARM	784,859	2.78	70,202
	ARS	797,656	3.18	81,460
	BLK2	209,019	3.48	23,402
	BLK3	67,586	2.47	5,364
	BLK4	63,651	3.61	7,387
	BLK6	72,639	3.73	8,703
	BQR	626,955	3.80	76,597
	ERC	116,689	3.45	12,932
	Lima	114,039	3.20	11,727
	Sheet	118,156	2.90	11,000
Measured Total		**2,971,249**	**3.23**	**308,774**
Indicated	ARM	560,464	2.38	42,839
	ARS	411,290	2.69	35,506
	BF	143,927	3.49	16,164
	BLK1	77,270	1.98	4,927
	BLK2	320,971	3.23	33,348
	BLK3	118,516	2.55	9,701
	BLK4	132,918	2.51	10,721
	BLK5	1,285	2.78	115
	BLK6	27,864	2.95	2,640
	BQR	766,467	3.36	82,743
	ERC	655,577	3.73	78,693
	Jethro	261,879	2.65	22,276
	Lima	64,037	2.91	5,988
	Sheet	37,754	2.40	2,913
Indicated Total		**3,580,218**	**3.03**	**348,574**
M&I Total		**6,551,467**	**3.12**	**657,348**

Notes:

1. Cut-off applied 1.5 g/t.
2. No Geological loss applied for Measured, 5% for Indicated and Inferred.
3. Commodity price utilised: USD1,800/oz.
4. Mineral Resources are stated inclusive of Mineral Reserves.
5. Mineral Resources are reported as 64% attributable to Caledonia.
6. All orebodies are depleted for mining.

In Situ Inferred Mineral Resource Tabulation for Blanket Mine as at 31 December 2022 (inclusive of Mineral Reserves)

Mineral Resource Classification	Orebody	Tonnes	Au	Ounces
		t	g/t	oz
Inferred	ARM	213,581	2.40	16,503
	ARS	433,295	3.03	42,144
	BF	271,010	3.28	28,595
	BLK1	833,042	2.41	64,623
	BLK2	937,745	3.64	109,811
	BLK3	466,743	2.68	40,275
	BLK4	220,344	2.87	20,338
	BLK5	10,578	2.68	910
	BLK6	115,299	2.89	10,721
	BQR	1,771,552	2.74	156,097
	ERC	142,113	3.86	17,628
	Jethro	152,251	2.87	14,034
	Lima	134,774	3.13	13,550
	Sheet	46,114	2.61	3,872
Inferred Total		**5,748,440**	**2.92**	**539,101**

Notes:

1. Cut-off applied 1.5 g/t.
2. No Geological loss applied for Measured, 5% for Indicated and Inferred.
3. Commodity price utilised: USD1,800/oz.
4. Mineral Resources are stated inclusive of Mineral Reserves.
5. Mineral Resources are reported as 64% attributable to Caledonia.
6. All orebodies are depleted for mining.

In Situ Measured and Indicated Mineral Resource Tabulation for Blanket Mine as at 31 December 2022 (exclusive of Mineral Reserves)

Mineral Resource Classification	Orebody	Tonnes	Au	Ounces
		t	g/t	oz
Measured	ARM	681,813	2.80	61,286
	ARS	389,873	2.93	36,747
	BLK2	149,256	3.69	17,727
	BLK3	47,499	2.58	3,946
	BLK4	54,648	3.53	6,210
	BLK6	70,150	3.71	8,376
	BQR	185,102	3.86	22,973
	ERC	79,276	3.66	9,331
	Lima	85,266	2.89	7,932
	Sheet	112,473	2.88	10,400
Measured Total		**1,855,356**	**3.10**	**184,929**
Indicated	ARM	404,187	2.30	29,902
	ARS	311,353	2.68	26,780
	BF	109,816	3.48	12,283
	BLK1	77,270	1.98	4,927
	BLK2	164,208	3.19	16,851
	BLK3	84,940	2.64	7,199
	BLK4	117,027	2.38	8,946
	BLK5	870	3.00	84
	BLK6	10,879	2.84	994
	BQR	456,509	3.29	48,331
	ERC	276,994	3.80	33,884
	Jethro	261,879	2.65	22,276
	Lima	49,108	2.68	4,228
	Sheet	37,754	2.40	2,913
Indicated Total		**2,362,791**	**2.89**	**219,598**
M&I Total		**4,218,148**	**2.98**	**404,527**

Notes:

1. Cut-off applied 1.5 g/t.
2. No Geological loss applied for Measured, 5% for Indicated and Inferred.
3. Commodity price utilised: USD1,800/oz.
4. Mineral Resources are stated exclusive of Mineral Reserves.
5. Mineral Resources are reported as 64% attributable to Caledonia.
6. All orebodies are depleted for mining.

Inferred Mineral Resources inclusive and exclusive of Mineral Reserves are the same as there are no inferred Mineral Resources in the Mineral Reserve.

Mineral Resources in the Measured and Indicated Mineral Resource classifications have been converted into Proven and Probable Mineral Reserves respectively, by applying the applicable modifying factors.

The updated Mineral Reserve estimation as at 31 December 2022, is detailed in the table below. Mineral Reserves are stated as delivered to plant. Life of Mine (or LoM) as referred to in this TRS is remaining at 31 December 2022.

Blanket Mine Mineral Reserve Estimate as at 31 December 2022

Mineral Reserve Classification	Tonnes	Grade	Au Content	
	kt	g/t	kg	oz
Proven	1,191	3.23	3,842	123,534
Probable	1,300	2.92	3,801	122,205
Total	**2,491**	**3.07**	**7,643**	**245,739**

Notes:

1. Mineral Reserve cut-off of 2.1 g/t applied.
2. The gold price that has been utilised in the economic analysis to convert diluted Measured and Indicated Mineral Resources in the LoM plan to Mineral Reserves is an average real term price of USD1,655/oz over the LoM, using the forecast prices as per Economic Analysis.
3. The Mineral Reserve estimation utilises the depleted 2022 Mineral Resource estimation the 31 December 2022 mine design and LoM plan
4. Mineral Reserves are reported as 64% attributable to Caledonia.

An uneconomical tail containing 125.5 koz of gold has been excluded from the Mineral Reserve, since it is not economical on its own.

IV. Development and Operations

Blanket Mine employs two mining methods that are well suited to the nature of the of the mineral deposits. The extreme variation within the Blanket Mine mineral deposits necessitates modification of the exact mining methods that suit the specific characteristics of each deposit. The general practice on the Mine is to implement one of two tailored mining methods, determined mainly by the width of the mineral deposit. Long-hole stoping is utilised in wider mineral deposits (orebody widths generally more than 3 m), and underhand stoping is utilised in narrow mineral deposits (orebody widths generally less than 3 m).

The planned thrust in development is aimed at opening up ground below 750 m Level which will be the primary production areas, as well as create the necessary exploration drilling platforms. In the Lima, ARS, Blanket and Blanket Feudal areas some mining activities will take place above 750 m Level. Blanket Mine plans to produce 80 koz (recovered) of gold per year.

Blanket Mine is an operational mine with well-established infrastructure and no major modifications or upgrades - with the exception of the Central Main Shaft expansion project - are necessary to sustain mining and processing operations. Sufficient capital has been allowed for the Central Main Shaft as well as the associated development, equipment and infrastructure. An upgrade of the ore handling infrastructure between Central Shaft and the Blanket Gold Plant is planned. Power and water supply allocation to the total Blanket operation, including the Central Main Shaft expansion project, is deemed to be sufficient.

The process plant has been operating at a consistent recovery of 93.8%, and this can be expected to continue as long as the ore mineralogy does not change. The average processing rate for the past 12 months was 62.7 ktpm, and there are indications that higher processing rates can be achieved with operational improvements, as demonstrated in December 2022 where 79.8 kt was milled.

A new TSF is planned to allow for deposition towards the end of 2023 with Phase 1a costing USD12.74 million.

V. Economic Analysis

The evaluator performed an independent mineral asset economic analysis on the Blanket Mine and the diluted Indicated and Measured Resources in the LoM plan, for conversion to Mineral Reserves. The Discounted Cash Flow, or DCF, is based on the production schedule and all costs and capital associated to develop, mine and process the orebody. Relevant taxation and other operating factors, such as recoveries and stay-in-business costs were incorporated into the economic analysis to produce a cash flow over the life cycle of the Mine. The effective date of the economic analysis is 31 December 2022.

USD commodity prices for the period 2023-2025 have been converted from nominal to real terms. The table below illustrates the forecasts for these three years as well as the long-term forecast used in the financial model. The price forecasts are based on the median of various banks, brokers and analyst forecasts and are in real-terms throughout the life of mine. The long-term gold price was estimated as the real term average between the high and low gold price trading range over the past 10 years, USD1,650/oz. The average price over the LoM equates to USD1,655/oz. The inflation rate was sourced from the International Monetary Fund.

Macro-economic Forecasts (Real Terms)

Item	Unit	Year			
		2023	2024	2025	Long-Term
		1	2	3	
US Inflation Rate	%	3.50%	2.20%	2.00%	2.00%
Gold	USD/oz	1,700	1,679	1,597	1,650

Source: Median of various Banks and Broker forecasts (Minxcon) (Dec 2022)

Costs reported for the Blanket Mine, which consists of mining, plant and other operating costs, as well as government royalty payments are displayed in the table to follow. Other costs in the Adjusted Operating Costs category include the central and technical services, general and administration, human resources, and other services costs. Other costs for the AISC category include the corporate management costs. The costs are displayed per milled tonne as well as per recovered gold ounce. Budget costs for 2023 were considered for the financial analysis.

Project Cost Indicators

Item	Unit	Blanket Mine
Net Turnover	**USD/Feed tonne**	**151**
Mine Cost	USD/Feed tonne	23
Plant Costs	USD/Feed tonne	13
Other Costs	USD/Feed tonne	39
Royalties	USD/Feed tonne	8
Operating Costs	**USD/Feed tonne**	**84**
SIB	USD/Feed tonne	20
Reclamation	USD/Feed tonne	0
Other Costs	USD/Feed tonne	6
All-in Sustaining Costs (AISC)	**USD/Feed tonne**	**110**
Capital	USD/Feed tonne	7
Other Cash Costs	USD/Feed tonne	0
All-in Costs (AIC)	**USD/Feed tonne**	**117**
All-in Cost Margin	**%**	**23%**
EBITDA[1]	USD/Feed tonne	61
EBITDA Margin	%	40%
Gold Recovered	oz	360,929
Average Gold Price	**USD/Gold oz**	**1,655**
Payability - Off-take Agreement	%	98.5%
Net Turnover[2]	**USD/Gold oz**	**1,631**
Mine Cost	USD/Gold oz	253
Plant Costs	USD/Gold oz	143
Other Costs	USD/Gold oz	424
Royalties	USD/Gold oz	82
Operating Costs	**USD/Gold oz**	**902**
SIB Capex	USD/Gold oz	212
Reclamation	USD/Gold oz	2
Other Costs	USD/Gold oz	68
All-in Sustaining Costs (AISC)	**USD/Gold oz**	**1,183**
Capital	USD/Gold oz	74
Other Cash Costs	USD/Gold oz	0
All-in Costs (AIC)	**USD/Gold oz**	**1,257**
EBITDA*	USD/Gold oz	659

Notes:

1. *Earnings before interest, tax, depreciation and amortisation (excludes CAPEX).
2. Net turnover will be the realised income per produced gold oz, after 98.5% payability has been applied.

The total capital including the sustaining capital amounts to USD103 million over the mine life. The Mine has no funding requirement as it has long been in operation. The cash flow dips in the final two years as the grade is lower.

For the DCF, the gold price and grade have the most significant impact on the sensitivity of the Mine followed by the central services and mine operating costs. The Mine is least sensitive to capital and plant operating costs.

The value derived for the income approach only reflects the diluted Indicated and Measured Resources in the LoM plan, for conversion to Mineral Reserves. The Mineral Reserve is economically viable with a best estimated NPV of USD71 million (USD45 million attributable to Caledonia) at a real discount rate of 14.1%. No IRR could be calculated as Blanket is already in operation and no initial investment is required. The following table shows a summary of the economic analysis.

Blanket Mine Economic Analysis Summary – Real Terms

Real Discount Rate	Unit	Blanket Mine	Caledonia Attributable
NPV @ 0%	USDm	98	63
NPV @ 2.5%	USDm	92	59
NPV @ 5%	USDm	87	55
NPV @ 7.5%	USDm	82	52
NPV @ 10%	USDm	77	49
NPV @ 12.5%	USDm	73	47
NPV @ 14.1%	**USDm**	**71**	**45**
NPV @ 15%	USDm	69	44
IRR	%	N/A	N/A
All-in Cost Margin	%	23%	23%
Break-even Gold Price (AIC)	USD/oz.	1,257	1,257

VI. Conclusions

Over the past few years Blanket Mine have been in the process of upgrading their Mineral Resource estimation system from historical manual block listing methodology to digital estimation processes. The majority of the historical sampling database has been captured and can be used for more sophisticated estimation methodologies in the 3D environment. In addition to this, the historical mining voids and development have been captured and can be utilised for the Mineral Resource depletions and mine planning for Mineral Reserve purposes. All previous manual estimates have been replaced by 3D digital block model estimates in 2022.

The 3D digital environment allows for the scrutiny and review of the geological data in a holistic fashion that was previously not possible. By doing so, geological trends and patterns can be identified for the development of geological concepts that can be utilised in the exploration targeting and the planning of drilling programmes.

This change in Mineral Resource estimation and management systems has resulted in some fluctuations in the Mineral Resource in the short term but these should stabilise and has resulted in an increase in the Blanket Mine Mineral Resources due to improved geological understanding, geological modelling, estimation processes, and management and planning systems.

The life of mine plan is logical and the planned production rates are achievable. The mining strategy is focused on a thrust in development to open up ground for planned mining areas below 750 m Level in line with the planned production targets. Blanket mine plans to produce 80 koz (recovered) of gold per annum.

Existing and planned infrastructure at the Blanket Mine and Central Main Shaft extension projects are sufficient to sustain the current production profile and the planned increased production.

The process plant has been operating at a consistent recovery of 93.8%, and this can be expected to continue as long as the ore mineralogy does not change. The average processing rate for the past 12 months was 62.7 ktpm, and there are indications that higher processing rates can be achieved with operational improvements, as demonstrated in December 2022 where 79.8 kt was milled.

The Blanket Mine plan including only the diluted Indicated and Measured Resources in the LoM plan, for conversion to Mineral Reserves is financially feasible. The updated Mineral Reserve can therefore be declared. The DCF value of USD71 million for the Blanket Mine (USD45 million attributable to Caledonia) was calculated at a real discount rate of 14.1%. No IRR could be calculated since the mine is in operation and no initial investment is required.

A new TSF is planned to allow for deposition towards the end of 2023 with Phase 1a costing USD12.74 million.

Blanket Mine financials are most sensitive to commodity prices, and grade. The Mine financials are least sensitive to capital expenditure and plant operating costs.

The all-in sustaining costs for the Blanket Mine amount to USD110/milled t, which equates to USD1,183/oz. The all-in costs for the Blanket Mine was calculated as USD117/milled t, which equates to USD1,257/oz. The Mine therefore has a break-even gold price of USD1,257/oz including capital with an all-in cost margin of 23%, which is comparable to similar mines.

VII. RECOMMENDATIONS

It is recommended that Blanket Mine continue with enhancements to the Mineral Resource estimation process in order to investigate potential increases in the Mineral Resources in areas above current infrastructure and enhance the planning down-dip. These digital modelling systems should be incorporated into the monthly planning system to ensure the Mineral Resource remains active and updated.

The QAQC data shows an improvement in the QAQC processes for the sampling database but still requires additional focus on immediate remedial action if required, especially for the down dip exploration drilling as this can impact the Mineral Resources significantly and thus requires the highest integrity.

It is recommended that additional drilling be conducted to determine the upside potential of Inferred Mineral Resources and Exploration Targets. A geotechnical study should be conducted to determine the geotechnical parameters for pillar extraction.

The TSF design study was completed in October 2022 and phase 1A of the TSF must be completed in 2023 to allow deposition to start.

ITEM 2 – INTRODUCTION

Item 2 (a) – Issuer Receiving the Report; Authors

Minxcon (Pty) Ltd ("Minxcon") was commissioned by Caledonia Mining Corporation Plc ("Caledonia" or "the Company") to compile Technical Report Summary ("TRS") on behalf of Blanket Mine (1983) (Pvt) Ltd ("Blanket Mine Company"), on the Blanket Gold Mine ("Blanket" or the "Mine"), situated in the Gwanda area, Zimbabwe.

The authors of this TRS are Uwe Engelmann and Daniel van Heerden, each of which is a Qualified Person ("QP"). Mr. Engelmann was responsible for Sections 1-11 and jointly for 20-25 of this TRS, while Mr. van Heerden was responsible for Sections 12-19 and jointly for 20-25 of this TRS.

Item 2 (b) – Terms of Reference and Purpose of the Report

Minxcon was commissioned to prepare the TRS on the Mine in accordance with the United States Securities and Exchange Commission Part 229 Standard Instructions for Filing Forms Regulation S-K subpart 1300 ("S-K 1300"). This TRS follows the guidelines as prescribed by S-K 1300, and only such terms as defined in §229.1300-1305 have been utilised. The TRS is structured in accordance with the format prescribed in §229.601(b)(96).

Blanket is an operating underground mine with ore processed at an on-site plant. The purpose of this TRS is to present the Mineral Resources and Mineral Reserves of the Mine as at the Company financial year end 31 December 2022. The Mineral Resources and Mineral Reserves are stated at the effective date of 31 December 2022.

The basis for the Mineral Reserves stated in this TRS is a life of mine plan, which constitutes a study with detail and accuracy levels better than the requirements for a pre-feasibility study. The QP has reviewed the life of mine plan and is satisfied that it has demonstrated that, at the time of reporting, the extraction of the Mineral Reserve is economically viable under reasonable investment and market assumptions. The life of mine plan is technically achievable and is the basis of determining the Mineral Reserve.

This TRS updates the previously filed TRS titled *S-K 1300 Technical Report Summary on the Blanket Gold Mine, Zimbabwe* and dated 31 December 2021, prepared for and filed by Caledonia, in terms of S-K 1300.

All monetary figures in this TRS are expressed in United States Dollars ("USD").

Item 2 (c) – Sources of Information and Data Contained in the Report

The following sources of information, all from Caledonia, were used to compile this TRS:-

- Legal aspects and tenure: Mr Curtis van Heerden and Mr Patrick Hill;
- The life of mine ("LoM") plan and supporting information that forms the basis of the revised plan: Mr Dana Roets, Ms Janet Hobkirk and Mr Caxton Mangezi;
- Metallurgical information: Mr Gibson Kadzikano;
- Engineering information: Mr Deon Niemand and Mr Martiens van Staaden, Mr Nico Spies and Mr Moses Matimba; and
- Financial information: Mr Chester Goodburn and Mr Duncan Mpofu.

Additional information was sourced from those references listed in Item 24 and is duly referenced in the text where appropriate.

Item 2 (d) – Qualified Persons' Personal Inspection of the Property

The Qualified Person ("QP", as such term is defined S-K 1300) for this TRS are Mr U. Engelmann and Mr D. van Heerden.

Mr Engelmann has visited the operation on several occasions with the most recent being 2 to 3 November 2021 to review the progress in the upgrading of the Mineral Resource systems on the operation which included a visit to the on-site laboratory. In addition to Mr Engelmann's visit, Mr Keith Osburn, previous Senior Resource Geologist at Minxcon, also visited the Geology Department at the Blanket operation from 9 to 11 March 2020 to review the geological modelling, estimation process (digital and manual), QAQC as well as inspecting some of the exploration core. The mine laboratory was also inspected during the site visit.

Mr van Heerden most recently visited the Mine property on 24 August 2022 during which the above-ground infrastructure, underground mine and treatment plant were investigated.

ITEM 3 – PROPERTY DESCRIPTION AND LOCATION

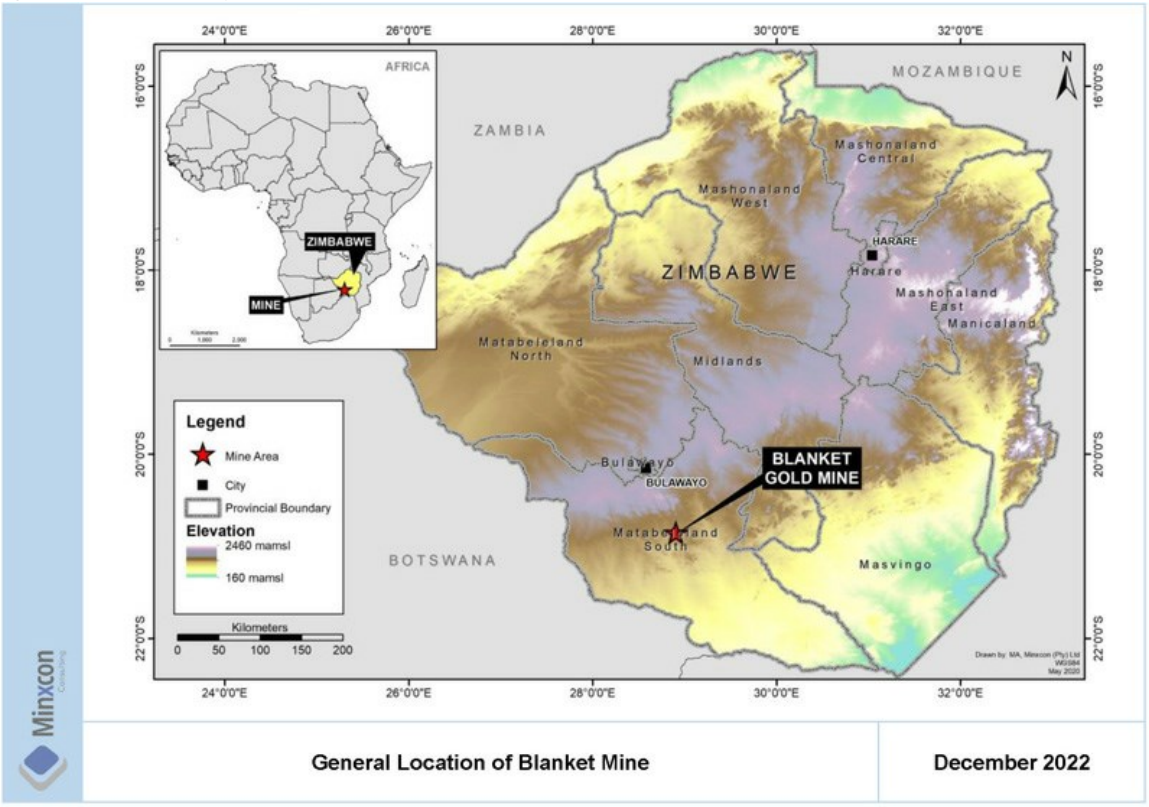
Item 3 (a) – Area of the Property

The Blanket Mine is an operating underground gold mine situated on the Gwanda Greenstone Belt ("GGB") targeting shear zone hosted gold mineralisation. The Mine complex comprises a cluster of mines extending from Lima in the north, through Eroica, Sheet, AR Main, AR South, the currently defunct Feudal, Blanket Section (Blanket 1 to Blanket 6) and Jethro over a total strike length of some 3 km. Gold has been commercially mined at the Project Area from several closely spaced orebodies defining a mineralised trend via several shafts since the early 1900s. The Mine covers the operating claims of Jethro, Blanket, Feudal, Harvard, Mbudzane Rock, Oqueil, Sabiwa, Sheet, Eroica and Lima, largely encompassed in a 2,120 ha Mining Lease. Ore is processed at an on-site plant.

Item 3 (b) – Location of the Property

As illustrated in Figure 1, the Mine is located in the southwest of Zimbabwe, approximately 15 km northwest of Gwanda, the provincial capital of Matabeleland South. Gwanda is located 150 km southeast of Bulawayo, 196 km northwest of the Beitbridge Border post with South Africa, and 560 km from Harare, Zimbabwe's capital city. The Mine is centred on the coordinates (WGS84 system) 20°52' S, 28°54' E.

Figure 1: General Location of Blanket Mine



Item 3 (c) – Mineral Deposit Tenure

The Blanket Mine's interests in Zimbabwe include a Mining Lease, operating claims (*i.e.,* on-mine), non-operating claims and a portfolio of brownfields exploration projects (satellite projects), as illustrated in Figure 2 as blocks of claims.

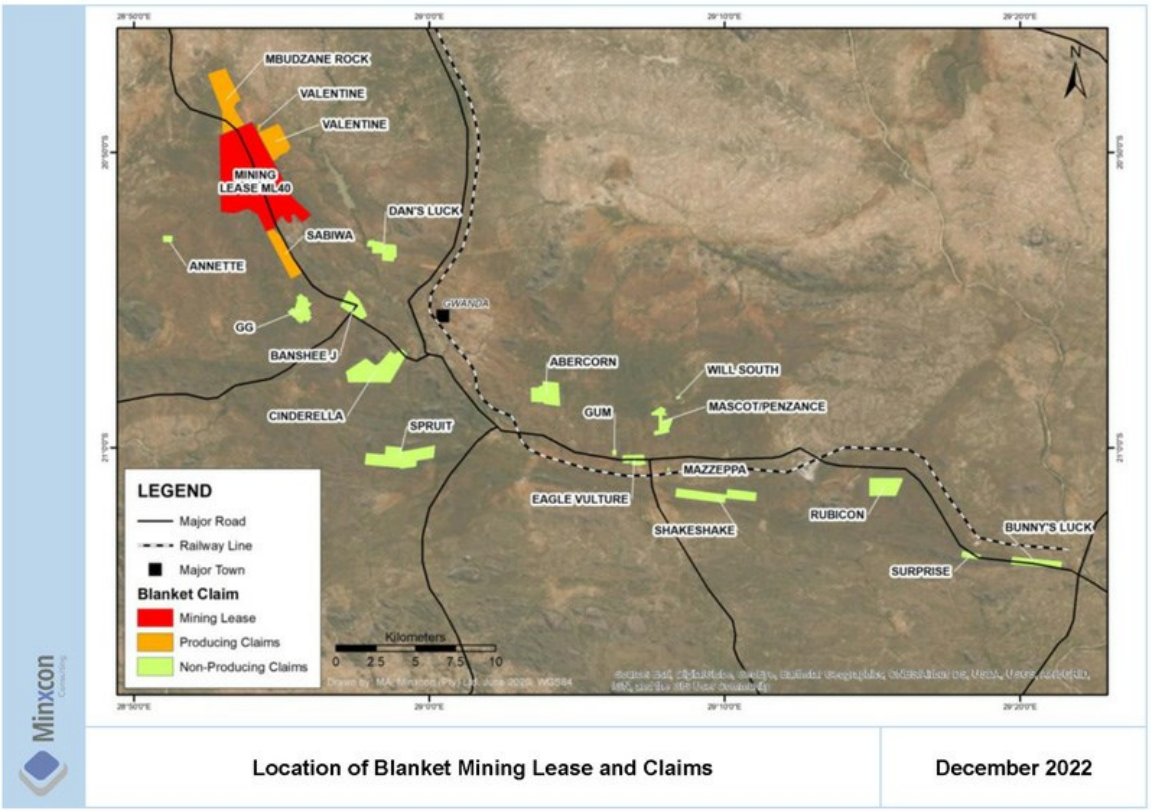
The Blanket Mine operates under a mining lease with registered number 40 ("ML40") which was issued under the Mines and Minerals Act (Chapter 21:05) of 1961 ("MMA") as detailed in Table 1. The mine's claims under the lease cover an area of 2,120 ha, and include Lima, Sheet, Oqueil, Feudal, Sabiwa, Jethro, Harvard, and Blanket claims. The ML40, in which boundaries all current mining activities occur, is issued to Blanket Mine Company.

Table 1: Mining Lease Details

Mining Lease Number	Holder	Mining District	Area ha	Principal Mineral	Other Minerals	Date of Issue	Validity Period
ML40	Blanket Mine (1983) (Pvt) Ltd	Matabeleland South	2,120.00	Gold	Silver, Copper, Arsenic	25 May 2022	1 year, renewable. Current tenure period expires on 24 May 2023

Blanket Mine also has several registered claims, not incorporated under the lease. The 59 claims contiguous to the mining lease comprise a total area of approximately 994 ha. Blanket Mine provided a separate list of non-operating claims located away from ML40 and the adjoining claims described above, that form a portion of their Gwanda portfolio. These non-producing claims (satellite projects) consist of 217 blocks of registered base metal (Ni, Cu and As) and precious metal claims covering a total area of 2,672 ha.

Figure 2: Location of Blanket Mining Lease and Claims



A summary of the Blanket mineral titles is provided in Table 2 and corresponds to the Figure 2.

Table 2: Blanket Mineral Title Areas and Status

Claim Block	Status
ML40	**Operating**
Valentine	Operating
Sabiwa	Operating
Mbudzane Rock	Operating
GG	Non-operating (was under development for gold mining, currently on hold)
Mascot	Non-operating (was under development for gold mining, currently on hold)
Penzance	Non-operating
Annette	Non-operating
Cinderella	Non-operating
Dan's Luck	Non-operating
Eagle Vulture	Non-operating

Claim Block	Status
Gum	Non-operating
Banshee J	Non-operating
Mazeppa	Non-operating
Will South	Non-operating
Spruit	Non-operating
Shakeshake	Non-operating
Rubicon	Non-operating
Surprise	Non-operating
Bunny's Luck	Non-operating
Abercorn	Non-operating

A number of claims are subject to active tribute agreements between the Mine and local small scale miners as part of the Company's Corporate Social Responsibility. This is further discussed in Item 17 (d).

Annual payments (non-material) are due to government authorities for each of the claims and lease areas in order to continue the validity of the licences.

In accordance with paragraph 178(2)(a)(b)(c) of the MMA, the owners of the claims of this project possess the following respective surface rights:-

- use of any surface within the boundaries for all necessary mining purposes;
- the right to use, free of charge, soil, waste rock or indigenous grass situated within the claims boundaries for all necessary mining purposes;
- the right to sell or dispose of recovered waste rock.

The QPs believe that this clause provides sufficient rights to use the surfaces of the claim blocks that have been consolidated into the ML40. The MMA Amendment Bill makes instruction for landowner compensation in case of land loss due to mining activities in the form of land reallocation or outright purchase. Blanket Mine activities have not triggered this compensation and are not foreseen to do so.

Blanket Mine (1983) (Pvt) Ltd is held 64% by Caledonia Holdings Zimbabwe (Pvt) Ltd, which is a wholly owned subsidiary of Greenstone Management Services Holdings Limited ("GMS"), which in turn is wholly owned by Caledonia. Blanket Mine Company is incorporated in Zimbabwe and is the owner and operator of the Blanket Mine. 16% Share in Blanket Mine Company is held by the National Indigenisation and Economic Empowerment Fund, 10% by Gwanda Community Share Ownership Trust, and 10% by an Employee Trust for the benefit of the present and future employees of Blanket Mine.

Pursuant to an arrangement agreed in February 2020, the Gwanda Community Share Ownership Trust receives 20% of its dividends declared by Blanket and the remaining 80% is set off against the advance dividends. Previously, all dividends were applied against the advanced dividends.

Item 3 (d) – Royalties and Payments

I. Government Royalties

Mining royalties are charged in terms of the Mines and Minerals Act (Chapter 21:05). The royalties are collectable from all the minerals or mineral-bearing products obtained from any mining location and disposed of by a miner or on his behalf. The royalties are chargeable whether the disposal is made within or outside Zimbabwe.

In terms of Zimbabwean tax laws, where gold produced exceeds 0.5 kg a 5% royalty is applicable. For small scale miners the rate is 1% up to 0.5 kg gold produced and 2% for higher amounts. With the gold price exceeding USD1,200/oz, the applicable royalty rate will be 5% of the gross revenue from gold mining.

II. Net Smelter Royalties

Blanket Mine does not have any net smelter royalties applicable to its current operations.

A number of claims were held under option agreements between Blanket Mine Company and the claim holders. Blanket Mine Company has exercised all its options and purchased the claims under conditions outlined in the option agreements. Each of these has a net smelter royalty ("NSR") associated with it. The remainder of claims are 100% held by Blanket Mine Company. A summary of the ownership of each claims area is provided in Table 3.

Table 3: Blanket Mineral Title Areas and Ownership

Claim Block	Ownership	Royalty Condition
ML40	Blanket Mine (1983) (Pvt) Ltd	
Valentine	Blanket Mine (1983) (Pvt) Ltd – Option exercised	3.0% NSR
Sabiwa	Blanket Mine (1983) (Pvt) Ltd	
Mbudzane Rock	Blanket Mine (1983) (Pvt) Ltd	
GG	Blanket Mine (1983) (Pvt) Ltd – Option exercised	2.5% NSR
Mascot	Blanket Mine (1983) (Pvt) Ltd – Option exercised	2.5% NSR
Penzance	Blanket Mine (1983) (Pvt) Ltd – Option exercised	2.5% NSR
Annette	Blanket Mine (1983) (Pvt) Ltd – Option exercised	3.0% NSR
Cinderella	Blanket Mine (1983) (Pvt) Ltd – Option exercised	3.0% NSR
Dan's Luck	Blanket Mine (1983) (Pvt) Ltd – Option exercised	2.5% NSR
Eagle Vulture	Blanket Mine (1983) (Pvt) Ltd – Option exercised	3.0% NSR
Gum	Blanket Mine (1983) (Pvt) Ltd – Option exercised	3.0% NSR
Banshee J	Blanket Mine (1983) (Pvt) Ltd – Option exercised	3.0% NSR
Mazeppa	Blanket Mine (1983) (Pvt) Ltd – Option exercised	2.5% NSR
Will South	Blanket Mine (1983) (Pvt) Ltd – Option exercised	2.5% NSR
Spruit	Blanket Mine (1983) (Pvt) Ltd	
Shakeshake	Blanket Mine (1983) (Pvt) Ltd	
Rubicon	Blanket Mine (1983) (Pvt) Ltd	
Surprise	Blanket Mine (1983) (Pvt) Ltd	
Bunny's Luck	Blanket Mine (1983) (Pvt) Ltd	
Abercorn	Blanket Mine (1983) (Pvt) Ltd	

Item 3 (e) – Environmental Liabilities

Operating mines in Zimbabwe are required to set aside money as part of the closure plan and fulfilment of the provisions of the MMA and Environmental Management Act (Chapter 20:27) No. 13/2002 ("EM Act"). The Ministry of Mines is working on amendments to the MMA in which there will be conditions for protection of the environment through the Safety, Health and Rehabilitation Fund.

As far as the QPs are aware, no statutory instrument has been gazetted implementing an environmental fund as yet, thus so no fees are currently due. In addition, The QPs are not aware of any requests being made to Blanket Mine Company by the Minister to implement an environmental fund. As such, no environmental rehabilitation trusts and guarantees have been established for Blanket. In addition, the author is not aware that the liabilities have been calculated or budgeted for. However, a closure liability has been calculated (although not currently provided for) and is presented in Item 17 (e).

Item 3 (f) – Permits to Conduct Work

The permits relating to the mining operations at Blanket are described in the sections to follow. Apart from administrative delays relating to COVID-19, the Mine is compliant in terms of authorisations and adheres to all government protocols and regulations as required.

I. Water Agreement

Water for the operations is sourced from the Blanket Dam that is situated on the Mtshabezi River and owned by the Zimbabwe National Water Authority ("ZINWA"). The use of this water is authorised through a contract agreement between Blanket Mine Company and ZINWA in terms of the Zimbabwe National Water Authority Act (Chapter 20:251). In terms of this agreement, Blanket Mine Company is allowed to extract 1,200,000 m^3 of water for the period 1 April 2020 to 31 March 2021. The agreement is valid for one-year periods and is renewed annually. ZINWA annually send to Blanket the renewable agreement for signing. Blanket continues to extract water in the interim at a rate of ZWL18.00/m^3.

II. Environmental Impact Assessment Certificates

In Zimbabwean mining legislation, an Environmental Impact Assessment ("EIA") is not required in order to issue a mining licence, and in terms of the EM Act and its First Schedule is only required prior to commencement of mining and forms part of the planning process. Blanket Mine was established in the early 1900s, long prior to the implementation of governing mining and environmental laws. As such, it appears that an EIA is not required for the Blanket Mine. However, the Company is in constant communication with the Environmental Management Agency ("EMA") regarding environmental permitting requirements and an EIA was completed for the Mine in 1995. Should the EMA communicate that an EIA certificate for the Mine be obtained, the Company will submit all relevant and associated applications to obtain such and remain fully compliant.

III. Additional Environmental Permits

In order for operations to continue, the EMA has issued a number of additional environmental licences to Blanket Mining Company as listed in Table 4 – dates and licence numbers have been supplied by the Client. The certificates are valid for 1 year and renewed annually. New environmental disturbances will require additional permits further to those listed in Table 4, and currently no further disturbances have been identified.

Table 4: Environmental Permits

Licence Type	Licence Number	Activity	Validity
Air Emissions*	8000103302	Diesel generator	22 April 2022 – 31 Dec 2022
Air Emissions*	8000101303	Clinic incinerator	22 April 2022 – 31 Dec 2022
Air Emissions*	8000102171	Blacksmith licence	29 March 2022 – 31 Dec 2022
Air Emissions*	8000101170	Assay laboratory	29 March 2022 – 31 Dec 2022
Air Emissions*	8000102172	Smelter licence	29 March 2022 – 31 Dec 2022
Effluent Disposal*	8000102176	Car wash	29 March 2022 – 31 Dec 2022
Effluent Disposal*	8000102175	Ablution facilities	29 March 2022 – 31 Dec 2022
Energy-Solar	8000112453	Blanket Mine Solar PV Plant	22 Sep 2022 – 21 Sep 2023
Hazardous Substance Importation	8000103543	Sodium cyanide, sodium hydroxide, acids	18 May 2022 – 17 May 2023
Hazardous Substance Storage and Use	8000102234	Sodium cyanide, diesel, acids, caustic soda	29 March 2022 – 28 March 2023
Hazardous Substance Transportation	8000103299	Sodium cyanide, caustic soda, acids, diesel	18 May 2022 – 17 May 2023
Hazardous Waste Generation	8000102243	Used oils, clinical waste (0.5 t, salvage yard)	29 March 2022 – 28 March 2023
Solid Waste Disposal	8000112453	Domestic waste (land filling, 1,500 t)	29 March 2022 – 31 Dec 2022
Solid Waste Disposal	8000102173	Tailings storage facility (24,453 kL)	29 March 2022 – 31 Dec 2022
Solid Waste Disposal	8000102241	Domestic waste (land filling, 1,500 t)	29 March 2022 – 31 Dec 2022
Waste Management- Sanitary Landfill	*80000924448*	*Blanket Mine Sanitary Landfill*	*07 Aug – 06 Aug -2022 Projected completed now licenced under Solid Waste Disposal 8000102173*

Note: Asterix indicates permits that are renewed annually

The QPs are not aware of any past material violations or fines.

Item 3 (g) – Other Significant Factors and Risks

The QPs are not aware of any factors or risks that may affect access, title or right or the ability to perform work on the property.

ITEM 4 – ACCESSIBILITY, CLIMATE, LOCAL RESOURCES, INFRASTRUCTURE AND PHYSIOGRAPHY

Item 4 (a) – Topography, Elevation and Vegetation

The area around the Blanket Mine is hilly and lies at an altitude of about 1,000 m to 1,300 m above mean sea level ("amsl"). Drainage is to the northeast, into the Mtshabezi River on which the Sheet Dam and the Blanket Dam are located (some 5 km to the east of the Mine). The main natural water sources include the Tuli River, with its main tributaries (in the east bank running in a north-south direction) being the Mnyabetsi River in the Dibilashaba Communal Area, the Sengezane River in the Garanyemba Communal Area, and the Ntswangu and Pelele Rivers in the Gwanda Bolamba Communal Area.

The indigenous vegetation is dominated by savannah with Marula (Sclerocarya birrea), a variety of Combretum species, Terminalia sericea, Mopane groves and patches of grassland. Around the mine and local settlements, vegetation has been cut down and invaded by secondary thorny scrub dominated by Dichrostachys cinerea. Agriculture is limited to subsistence farming of maize and vegetables.

Item 4 (b) – Access to the Property

Access to the Blanket Mine is by an all-weather single lane tarred road from Gwanda. Gwanda is linked by national highways to Bulawayo, Harare, and the Beitbridge Border post. Earlier, Zimbabwe had good road infrastructure. However, lack of investment over the past ten to fifteen years resulted in its deterioration; substantial investment is required country wide. The railway line connecting the Zimbabwean national network to South Africa passes through Gwanda. An airstrip for light aircraft is located 5 km to the northwest of the town.

Gwanda Town is the provincial capital of Matabeleland South Province and district capital of Gwanda District. The village of Vubachikwe lies immediately adjacent to the southeast of ML 40. Blanket Mine labourers and their families are accommodated in a mine village about 1 km from the Mine. Gwanda offers a number of lodges and alternative accommodation options. Gwanda offers limited hospitals and medical services, business and financial services, educational facilities, shops, recreational facilities, and amenities. Larger hospitals and establishments are offered in Bulawayo, in addition to more skilled service industries. Neighbouring towns and villages to the Mine provide skilled and unskilled labour.

Major economic activities in the district include gold mining, cement production, livestock production, game ranching and tourism. A number of dams and irrigation schemes are established. The population in the district is mostly rural, with the majority of employed people servicing the agriculture and related industries.

The district is serviced by telecommunication services, and Blanket Mine provides its own Wi-Fi and communication systems.

The A6 highway, forming part of the Trans-African Highway network, is orientated roughly northwest-southeast and links Bulawayo with the Beitbridge border post and Musina in South Africa. The highway runs through the town of Gwanda. A major sealed road, the Old Gwanda Road, branches off from the A6 in Gwanda and runs directly through the ML 40 to Bulawayo. The Blanket claims are all located along these major roads and are thus easily accessible. The roads are sealed and although potholing is frequent, the surfaces are navigable by all vehicles. The Beitbridge Bulawayo Railway runs roughly parallel to the A6 through Gwanda Town.

An airstrip and informal airport building are located in Gwanda along the A6. The Joshua Mqabuko Nkomo International Airport is located in Bulawayo. The Mine can be accessed either via the Beitbridge-Bulawayo Road, or by flying into Bulawayo and driving two hours via the Old Gwanda Road or the A6 to the site.

Item 4 (c) – Climate and Length of Operating Season

The climate in Gwanda is hot and semi-arid, classified as *BSh* type (extremely hot summers and warm to cool winters, with minimal precipitation) by the Köppen climate classification system. Temperatures are as high as 40ºC during summer months of November to February and average 13ºC during winter (May to August). The climatic conditions make the area vulnerable to meteorological hazards such as droughts, floods, gusty winds, as well as lightening during the wet and hot season.

The region experiences short, variable rainfall seasons (averaging generally below 400 mm per year), and long, dry winter periods. Rainfall is usually associated with thunderstorms, producing rainfall of short duration and high intensity. The rainfall, in general, is less than half of the potential evaporation which has necessitated irrigation development and infield rainwater harvesting to improve crop production which complements animal husbandry as well as reclaims open access areas such as grazing lands. It also induces underground water recharge as part of improving the environment.

No appreciable mine production downtime is expected owing to unfavourable climatic or weather conditions. The mine is able to operate year-round.

Item 4 (d) – Infrastructure

I. Regional Infrastructure

The Blanket mine area is supplied with power through the national grid operated by the Zimbabwe Electricity Transmission and Distribution Company. Power is supplied from the grid to the operations via two overhead powerlines (“OHLs”) energized at 11 kV and 33 kV respectively. The Zimbabwe Electricity Supply Authority (“ZESA”) currently allocates a capacity of 18 MVA to the operations.

Water supply to the Blanket Mine area is sourced from the Blanket Dam located 5 km east of the Mine, as well as groundwater. The Blanket Dam has a capacity of 15 Mm³ and all water rights are held by ZINWA. Water users including Blanket Mine purchase all service and domestic / potable water from ZINWA.

Logistics infrastructure in the Blanket Mine area consists mainly of the local road network, national rail network and an airstrip located northwest of the town of Gwanda. All of the above-mentioned infrastructure is easily accessible from Blanket Mine.

II. Mine Infrastructure

Mine infrastructure comprises of underground workings, various shaft with head gear and hoisting facilities, a process plant, workshops, and a tailings storage facility (“TSF”). Stores, workshops, and offices, as well as an assay laboratory, are located adjacent to the mine shafts. There is adequate surface area for any potential future expansion.

With regards to the accessibility to personnel, services and supporting industries refer to Item 4 (b).

ITEM 5 – HISTORY

Item 5 (a) – Prior Ownership and Ownership Changes

The Blanket Mine is part of the Sabiwa group of mines within the GGB from which gold was first extracted in the 19th century. The Blanket Mine is a cluster of mines extending some 3 km from Jethro in the south through Blanket itself, Feudal, AR South, AR Main, Sheet, and Eroica, to Lima in the north. Blanket Mine has produced over a million ounces of gold during its lifetime.

Following sporadic artisanal working, the Blanket Mine was acquired in 1904 by the Matabele Reefs and Estate Company. Mining and metallurgical operations commenced in 1906 and between then and 1911, 128,000 t were mined. From 1912 to 1916 mining was conducted by the Forbes Rhodesia Syndicate who achieved 23,000 t. There are no reliable records of mining for the period between 1917 and 1941 and it is possible that operations were adversely affected by political instability during World Wars I and II. In 1941 F.D.A. Payne produced some 214,000 t before selling the property to Falconbridge in 1964 (Blanket Mine, 2009). Under Falconbridge, production increased to 45 kg per month and the property yielded some 4 Mt of ore up until September 1993. Kinross Gold Corporation ("Kinross") then took over the property and constructed a larger Carbon-in-Leach ("CIL") plant with a capacity of 3,800 tpd. This was designed to treat both run of mine ("RoM") ore and an old TSF.

Caledonia completed purchase of the mine from Kinross on 1 April 2006. The Blanket Mine re-started production in April 2009 after a temporary shut-down due to the economic difficulties in Zimbabwe. In late 2010, Blanket Mine successfully completed an expansion project which increased production capacity from 24 koz of gold per annum to 40 koz of gold per annum.

Item 5 (b) – Historical Exploration and Development

Exploration was conducted between 1997 and 2006 around the GG and Mascot areas with follow-up exploration drilling in 2013 around these same areas. Currently, there are exploration shafts at these two sites.

Production from Blanket Mine was first recorded in 1906. Over its life to December 2021, the Mine produced some 1.52 Moz gold from 12.68 Mt ore milled.

ITEM 6 – GEOLOGICAL SETTING, MINERALISATION AND DEPOSIT

Item 6 (a) - Regional Geology

The majority of Zimbabwe's known gold mineralisation occurs in host rocks of the Zimbabwe Craton, which is comprised of Archaean-aged basement lithologies. The Archaean basement consists of supracrustal greenstone belts surrounded by granitoid rocks of various ages. The greenstones consist dominantly of meta-basalts with smaller proportions of ultramafic and felsic extrusives and intrusives, and sedimentary rocks. Various combinations of these rock types often occur in association with adjacent granitoid or internal granitoid bodies (Kalbskopf and Nutt, 2003). The Craton is flanked along the northern, eastern, and southern sides by mobile belts of varying ages.

The Blanket Mine is situated on the north-western limb of the Archaean GGB in south-western Zimbabwe, along strike from several other gold deposits. The GGB is approximately 70 km in length (west to east) and 15 km wide (north to south). The belt is typical of greenstone belts of the Zimbabwe Craton consisting of mafic to felsic volcanics with intercalated sedimentary units.

Repeated strong deformation affected all lithologies. Structurally, the GGB is dominated by a major periclinal synform, plunging 60° NW in the western half of the belt. It is flanked on both sides by two major deformation zones, namely the Northwest Gwanda Deformation Zone ("NWGDZ") on the north-western limb and the South Gwanda Deformation Zone ("SGDZ") along the southern limb. The SDGZ forms part of a regional structure bounding the southern margin of the belt. In the convergence zone of the NWGDZ and the SGDZ, the Colleen Bawn Deformation Zone ("CBDZ") splays off the SGDZ eastwards, following the north-eastern arm of the belt. The NWGDZ is approximately 2 km wide and 18 km long with a general northwest to north-northwest trend, from the town of Gwanda to the north-western extremity of the belt (Campbell and Pitfield, 1994).

Four phases of deformation have been defined by Fuchter (1990). Repetition of lithological units, particularly in the north-west, is interpreted as evidence of D1 thrusting. The D2 event produced wide zones of intense schistose deformation, considered to be associated with the gold mineralisation. The D1 thrust phase has a coincident trend and may be an early part of the D2 event (AGS, 2006).

The large fold structures of the D3 deformation event dominate the eastern and western ends of the GGB. Blanket Mine mineralisation the lies on the northern limb of the large western fold (the Northwest Mineralised Camp). The final D4 deformation event produced major lineaments which dominate the southern margin of the GGB (Fuchter, 1990). Owing to the close proximity of the GGB to the high-grade metamorphic Limpopo Mobile Belt, GGB metamorphism reaches upper greenschist to amphibolite facies and is higher than in the typical Zimbabwean greenstone belts.

Item 6 (b) - Local and Property Geology

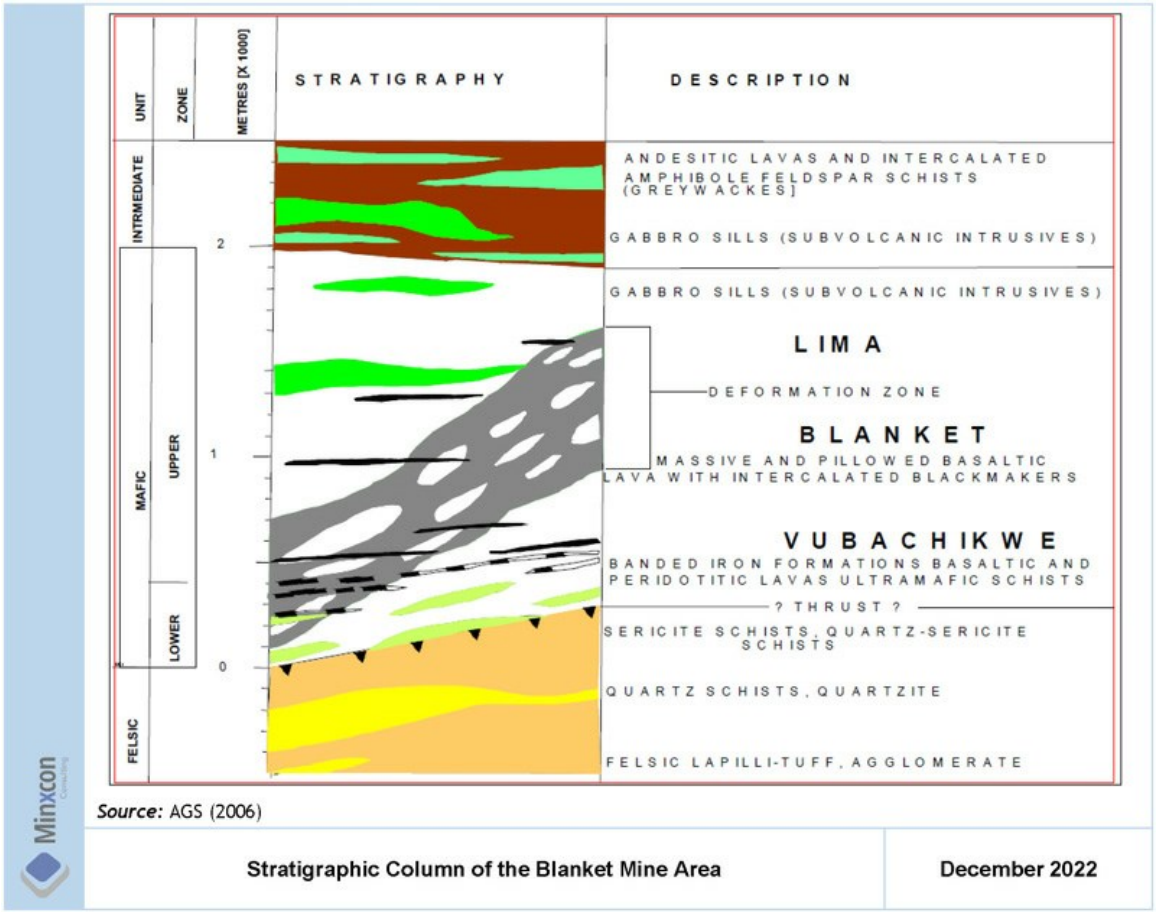
As described by AGS (2006), in the Blanket Mine area, lithologies comprise non-mineralised basal felsic schists of igneous or sedimentary origin in the east. Tailings facilities are generally sited on this Felsic Unit.

The felsics are overlain by a metabasaltic ultramafic to mafic unit with pillow basalts remnants. This Mafic Unit is subdivided into a lower zone and upper zone. Ultramafics and BIFs comprise the lower zone, while massive to pillowed lavas with intercalated interflow sediments (cherty argillites) comprise the upper zone (or Black Markers; MSA, 2011). Mineralisation at the adjacent Vubachikwe Mine is hosted in the BIF unit, while Blanket mineralisation occurs in the overlying mafics. Regionally, the rock is a fine-grained massive amphibolite with localised shear planes. A low angle transgressive shear zone characterised by biotite and a well-developed fabric, cuts through the mafic zone is the locus of the gold ore shoots. The shear zone may be up to 50 m wide (AGS, 2006).

Intruding this package is a younger, barren olivine-gabbro sheet. The entire sequence is capped by andesitic lavas with amphibolite feldspar schists of the Intermediate Unit (MSA, 2011).

The generalised stratigraphic column for the area is shown in Figure 3.

Figure 3: Stratigraphic Column of the Blanket Mine Area



The entire sequence is cut by a regional dolerite sill from the south at Vubachikwe, through the Blanket Mine, to the Smiler deposit which lies approximately 3 km north of the Blanket Mine. Although no significant displacement is caused by the sill, it truncates all the ore shoots, but below the sill continuity of mineralisation is observed (AGS, 2006).

The geology at the Blanket Mine, including the shaft locations, is illustrated in Figure 4. A geological cross section at No 4 shaft is presented in Figure 5.

Figure 4: Local Geology of Blanket Mine

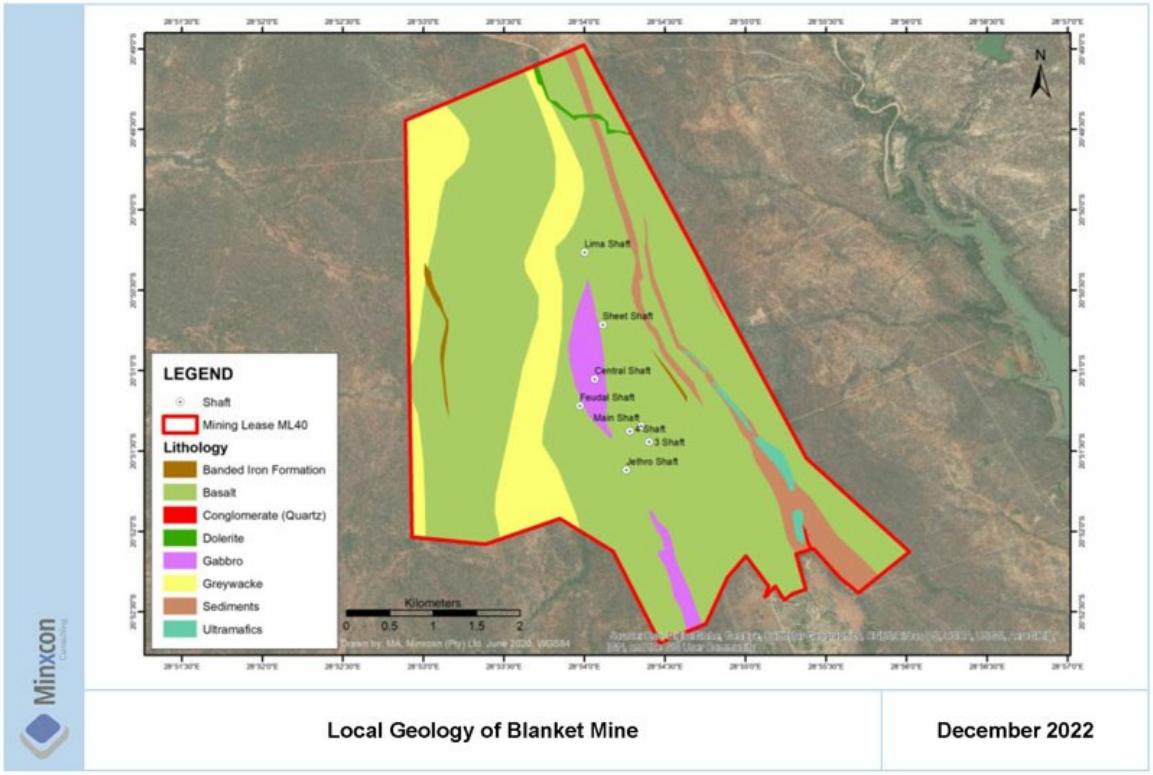
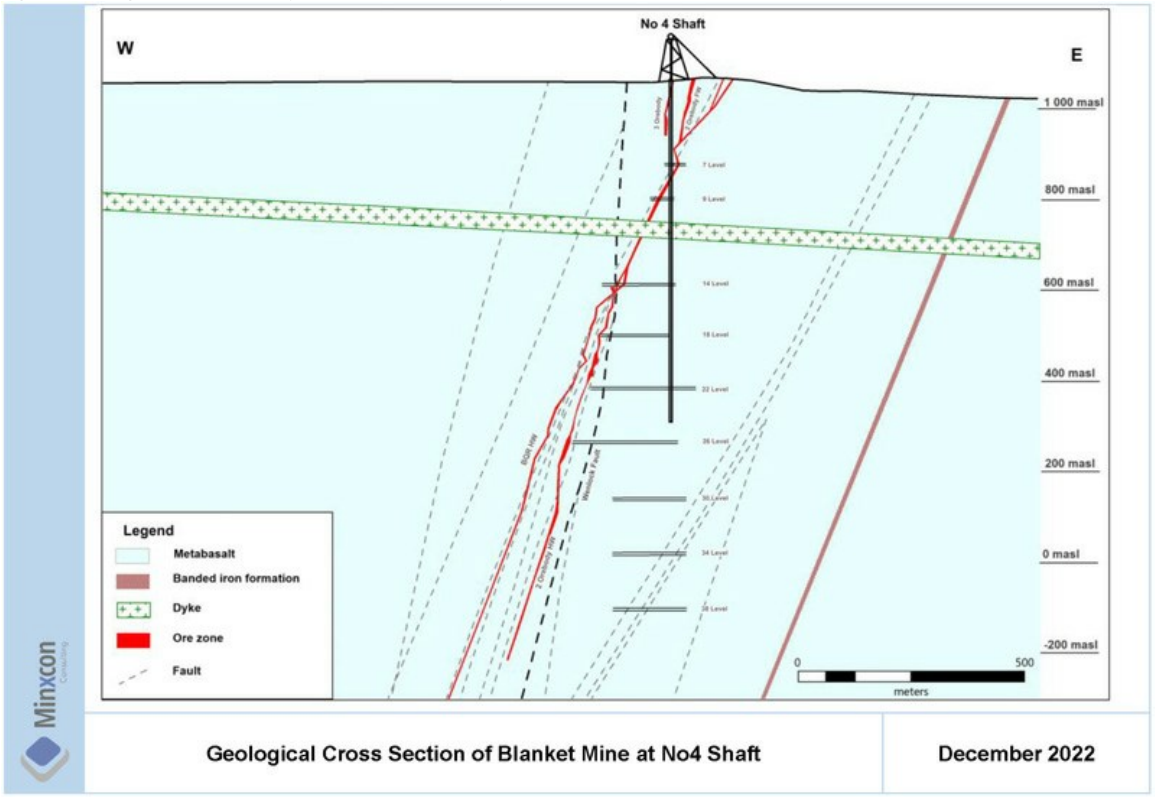


Figure 5: Geological Cross Section of Blanket Mine at No 4 Shaft



Item 6 (c) – Mineralisation and Deposit Type

Mining at Blanket occurs over a 3 km strike that includes from north to south, the deposits of Lima, Eroica, Sheet, AR Main, AR South, Feudal, Blanket Section (Blanket 1 to Blanket 6) and Jethro. The main Blanket underground workings are connected to Lima by a 2 km long haulage which follows the strike of the main fabric.

Varying strikes are recorded for the deposits. As described by AGS (2006), mineralisation occurs in near vertical shoots aligned along an approximately N-S axis. The ore shoots vary in shape from the tabular-lensoidal quartz reefs to the massive to pipe-like disseminated sulphide reefs ("DSR").

Wall rock alteration typically comprises silica−pyrite−muscovite within a broader carbonate alteration halo. Quartz-carbonate altered rock forms the most commonly recognised alteration assemblage. Gold is deposited at crustal levels within and near the brittle-ductile transition zone.

The deposits may have a vertical extent of up to 2 km, demonstrate extensive down-plunge continuity, and lack pronounced zoning. The ore mineralogy is dominated by gold, pyrite and arsenopyrite. Subordinate minerals such as galena, chalcopyrite, pyrrhotite, sphalerite, tellurides, scheelite, bismuth and stibnite also occur. Sulphide mineralogy commonly reflects the litho-geochemistry of the host rock with arsenopyrite being the most common sulphide mineral in metasedimentary host rocks and pyrite or pyrrhotite being more typical in metamorphosed igneous hosts. The gangue and alteration mineralogy are dominated by quartz and carbonate (ferroan dolomite, ankerite, siderite, calcite) with subordinate albite, fuchsite, sericite, muscovite, chlorite, and tourmaline.

Two quartz-filled shear zones are mined, namely the Blanket Quartz Reef ("BQR") and the Eroica Reef, which have long strike lengths but are not uniformly mineralised although continuous pay shoots of over 100 m on strike are seen. Gold grade fluctuations are more extreme in the quartz reefs than in the DSR type reefs but on average these quartz shears have higher grades and are used as a sweetener of ore to the mill (MSA, 2011).

Table 5 provides a description of the mineralised sections at Blanket.

Table 5: Description of Deposits at Blanket Mine (after MSA, 2011)

Name	Description
Blanket Quartz Reef	The BQR strikes some 500 m on surface and is up to 5 m wide, diminishing with depth, dipping 55°W. It displaces the DSR type orebodies with an apparent reverse movement of up to 250 m. The reef texture varies from typical quartz reef at depth through sheeted and boudinaged veinlets to ankeritic carbonate in schist and a sulphide replacement ore zone. This is interpreted as a transition from brittle ductile to a more ductile regime with depth. Towards the north of the reef outcrop, a Z-shaped inflection forms the thickest part of the reef, up to 5 m, compared to less than 1 m on the limbs. Similar inflections are found elsewhere in the Northwest Gwanda Shear Zone. Subsequent to mineralisation the reef was displaced by the north-striking vertical Wenlock Fault which has a dextral strike-slip component of about 60 m. Mineralisation in the BQR is not uniform and comprises native gold with galena. Arsenopyrite is more dominant down-dip. Economic mineralisation is restricted to three 90 m pay shoots.
Lima	Lima is situated 2 km north of the Blanket Section and an underground haulage links the two mines. Like the Blanket Section orebodies, the Lima orebodies developed in very high-strain areas. The main shoots are the Hanging Wall and Interlimb. Mineralisation in the Hanging Wall limb comprises pyrite with subordinate arsenopyrite in cleavage planes within pervasive biotite/chlorite alteration. The Interlimb is characterised by a centrally silicified core with pyrite and arsenopyrite constituting the main sulphides.
Eroica	The Eroica orebody lies approximately 1,300 m north of the Blanket Section orebodies and renowned for its high native gold content. It dips at 65°W and has a strike length of 300 m in a northerly direction. The Eroica orebody is hosted in a high-strain area where the shear is up to 15 m wide. Brown carbonate alteration characterises the shear in strong association with biotite development. The orebody is defined by thin silicified stringers that develop into swells of up to 5 m in width. The silicification shows pinch and swell both on strike and down-dip, resulting in a series of dismembered silicified pods developed within a particular shear. The biotite and carbonate alteration, together with the silicified stringers, form marker links between the dismembered pods. Finely disseminated arsenopyrite, pyrite and pyrrhotite are associated with the gold mineralisation.
Sheet	The Sheet orebody lies about 500 m south of Eroica and is a typical example of a fault controlled mineralisation. It comprises of at least three stepped-out, sinistrally displaced and highly silicified hornblende-chlorite schist fault blocks. The orebody was subjected to both strike and "east-west" dip faulting, resulting in major bifurcation of the orebody up-dip into highly fractured North and South orebodies with variable dips. As with the other DSR orebodies at Blanket Mine, the less disturbed Sheet orebody down-dip extension has a 60-65°W dip and a fabric that is sympathetic to the north-northwest regional shear. The orebody can attain widths and strike lengths of up to 15 m and 60 m respectively. Mineralisation is associated with finely disseminated arsenopyrite. Pyrite and pyrrhotite occur as accessory minerals and are generally indicative of poor mineralisation. The orebody is encompassed within a ductile metabasalt country rock. The orebody was mined between 230 m Level and 870 m Level on separate dismembered shear zones. Further exploration is ongoing to assess the resource growth potential of the down-dip extension.

Name	Description
AR Orebodies	AR is a "Z"-shaped mineralised zone and consists of two separate orebodies (AR Main and AR South) with widths up to 30 m as a result of tectonic thickening from faulting and folding. The mineralised zone has no known surface expression and appears to form a 'peak' under the regional dolerite sill just above 9 Level some 500 m north of the Blanket Section orebodies. From this point the body splits into two the ore shoots of AR Main and AR South, which plunge 55°W and 58°SW respectively. ***AR Main*** AR Main is a DSR-type orebody and occurs within a broad shear envelope in pillowed metabasalts, which is generally irregular in plan and bounded by shears that assist in defining the limits of the mineralisation. At 750 m Level, a shear disrupts the bodies causing the plunge to flatten to the west. The orebody strikes between 40 m and 60 m with an average width of 30 m at the centre of the envelope. The ore is a silicified amphibolite predominantly comprised of quartz with minor carbonate and chlorite minerals. Gold mineralisation is associated with arsenopyrite and to a much lesser extent pyrrhotite and pyrite. Finely disseminated arsenopyrite occurs within the orebody which form the high grade areas. Sulphide minerals seldom amount to more than 5% of the rock by volume. The orebody is massive and is exploited using the long-hole open stoping method. ***AR South*** AR South plunges southwest, trending towards the Blanket 2 orebody at depth. AR South is also developed within a broad shear zone and is more pipe-like than AR Main. Its maximum thickness is approximately 50 m and high grade sections are defined by silicification and arsenopyrite.
Feudal	Occurring in the hanging wall of the Blanket-Lima strike about 900 m northwest of Jethro is the almost mined out "outlier" Feudal orebody. The orebody is interpreted to be located at the focal point of two Blanket-Lima strike transgressing shears, namely the Blanket-Feudal and Jethro-Feudal shears. The rocks consist of intermediate to meta-basalt with hornblende chlorite schist hosting the mineralised quartz- sulphide (disseminated arsenopyrite and pyrrhotite) shear zones. The known orebody (surface outcrop to 7 Level for a 200 m lift) is now mined out. Geological models are being pursued to re-establish the reef down-dip.
Blanket Section	The Blanket Section comprises six orebodies, namely Blanket 1 to Blanket 6, which occur some 500 m south of the AR orebodies. On average, the orebodies dip 80°SW. Blanket 1 and Blanket 4 are parallel and occur in north-south trending shear segments. Blanket 2 and Blanket 5, which are also parallel, strike northwest southeast. Blanket 3 is cylindrical and lies in a shear segment parallel to Blanket 2 and Blanket 5. On surface, the BQR lies in the footwall of the DSR type orebodies. The reef has a shallower dip than the DSR bodies but plunges in the same direction so that it progressively advances towards them with depth, displacing Blanket 2, 3, 1, 4. Blanket 2 reappears on the footwall of the BQR and is established on the 630 m Level through to the 870 m Level.
Jethro	The Jethro orebody is located some 400 m south of the Blanket Section. The north-south striking Jethro orebody dips near vertical in a westerly direction and tends to roll over locally.

In greenstone belts, gold mineralisation occurs mainly as vein type or shear zone hosted disseminations. Most of the larger deposits are found within the greenstone belts or their contacts with the granitoids. All mineralisation is hydrothermally emplaced and associated with the regionally developed D2 deformation characterised (at the Blanket Mine) by areas of high strain wrapping around relatively undeformed remnants of the original basaltic flows. It is within the more ductile tensional high strain areas that the wider of the orebodies are located.

These orogenic gold deposits are commonly associated with late syntectonic intermediate to felsic magmatism. Vein systems occur as a system of echelon veins on all scales. The Blanket orebodies comprise up to 10% of precious metals (AGS, 2006), so that the gold-rich model is applicable. The Blanket mineralisation is hydrothermally emplaced and associated with the regionally developed D2 deformation characterised by areas of high strain wrapping around relatively undeformed remnants of the original basaltic flows. Wider orebodies occur within the more ductile tensional high strain areas. The localisation of the mineralised shears conforms to a Riedel pattern (AGS, 2006).

Two main types of mineralisation are recognised at Blanket, namely DSR and quartz-filled reefs and shears. A third type of mineralisation may be evidenced in the form of auriferous sulphide minerals as a replacement of the iron-rich minerals along the hinges of the folds in BIF, as is present at the neighbouring Vubachikwe Mine.

Disseminated Sulphide Replacement Reefs

DSRs host the best grades and comprise the majority of the ore shoots. The zones have a silicified core with finely disseminated arsenopyrite. Relatively high grades are found in a package of silicified biotite chlorite schist with irregular quartz stringers and disseminated and stringer arsenopyrite in the fabric planes. Due to lesser silicification, abundant biotite characterises the margins of these mineralised zones and as a result they have a lower gold content. Disseminated sulphide-replacement orebodies range up to 50 m in width with a strike of 60 m to 90 m. Free-milling gold constitutes up to 50% of the total metal content with the remainder locked in the arsenopyrite. The ore is not refractory despite its association with arsenopyrite. Generally, plant recoveries of 85% to 90% are achieved.

Quartz-Filled Reefs and Shears

Two quartz shears are mined at the Blanket Mine, namely the BQR and the Eroica Reef. These reefs have long strikes; however, they are not uniformly mineralised. Continuous pay shoots of over 100 m on strike are present. The Quartz Reef has a surface strike of approximately 500 m, but economic mineralisation is restricted to three 90 m long shoots.

Quartz-filled reefs display a much wider grade range compared to the DSR deposits. On average, these shears are of a higher grade and are used in blending the ore to the mill. Dominant ore minerals are native gold and galena although arsenopyrite becomes more prevalent below 470 m. Increasing levels of arsenopyrite association with depth confirm that the quartz shears represent higher level offshoots and splays with brittle deformation relative to the more ductile DSR-type core zone mineralised bodies.

Item 6 (d) – GEOLOGICAL MODEL

The individual models were re-constructed by Blanket Mine to honour a 1.5 g/t cut-off which differs from the historical 2.1 g/t cut-off that has historically been utilised for reporting Mineral Resources. The wireframes are constructed explicitly by manually honouring drillhole intersections and in stope sampling data in GEOVIA Surpac software. The process of manually creating the wireframes is subjective and can differ based on the user.

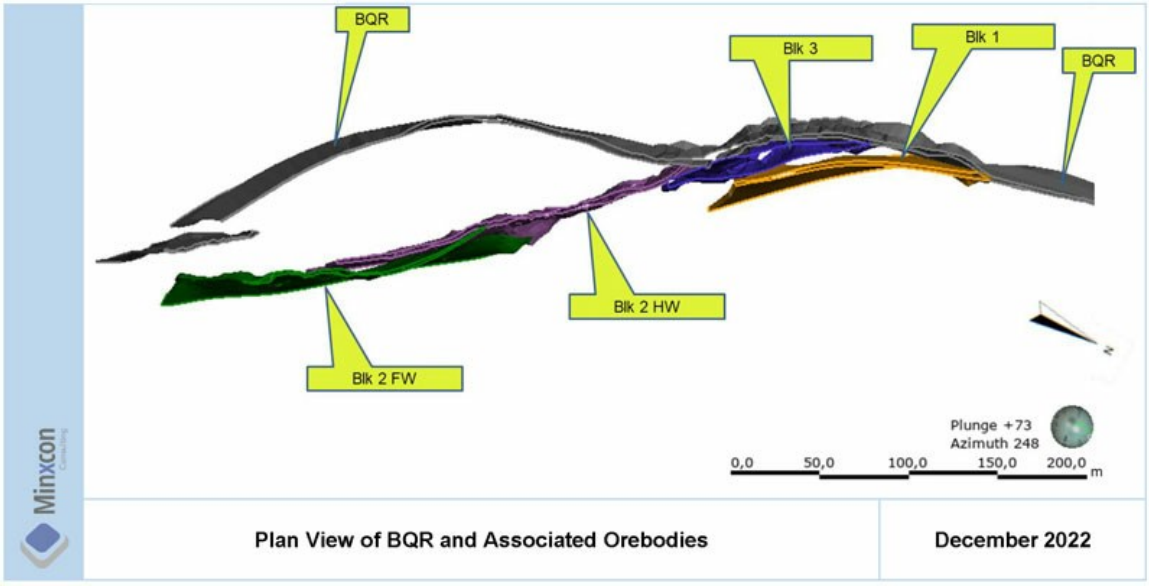
As part of this work in 2020, QPs reconstructed Blanket 1, 2, 3 and created the new ARS extension utilising trends observed in the sampling database. This was performed to honour the new 1.5 g/t cut-off that is being applied and test the influence of updating the wireframes based on updated cut-offs. The orebodies remained well constrained, with grade confined to specific narrow veins, and as a result, the change in cut-off had a minimal change to the extents of the wireframes, with local changes only to include new samples. It was observed that there was a consistent trend in Blanket 2 hanging wall (“HW”), Blanket 2 footwall (“FW”) and Blanket 3. All these orebodies can also be interpreted to splay off of the BQR orebody. Typically, the higher-grade areas of BQR can be correlated to areas where other orebodies occur and may guide where potential orebodies join/splay off BQR such as Blanket 1 and ARS extension. Lithological descriptions are not present in the drillhole database; thus, all modelling done is performed on grade intersections. Geological modelling was performed from the known into the unknown, where mining activities assist to positively identify orebody intersections, trend and thickness that can be used as a guide for identifying and connecting that same orebody in grade intersections at depth.

All orebodies now have a 3D model and 3D estimation generated.

In 2021/22, all the wireframes except Blanket 1 to 6 were updated by the Blanket geological personnel to include any new or historical sampling and drilling data that was captured during this period. These wireframes were reviewed by QPs. Minor updates were made to the wireframes between 2020 and 2022. These updated 2022 wireframes are detailed in item 11 of this report. Furthermore, digital resource estimates are not restricted to a specific depth but rather generated within the orebody wireframes.

Below is a summary of the major changes in the previous resource update.

Figure 6: Plan View of BQR and Associated Orebodies



Blanket 1 was reconstructed by the QPs to honour the updated geological understanding. The trend of the previous Blanket 1 orebody was inconsistent with the local trends that are seen in other Blanket orebodies, the QPs updated Blanket 1 to reflect this. The previous versions of Blanket 1 have shown a large variance before the 2020 remodelling. During the course of the QPs' work it was interpreted that some of the intersections previously attributed to Blanket 1 are on a different trend that can be better associated with ARS - this led to the interpretation of the ARS extension, which will be discussed separately.

Blanket 2HW and Blanket 2FW was updated to include all 1.5 g/t samples. The orebodies remain tightly constrained and changing cut-off has only minor local changes to the wireframes where additional samples are included. The upper portions of the orebody remain very similar to previous interpretations, while to depth some intersections were changed to honour intersections that are more representative of the trend and dip that can be inferred from the upper well-informed areas. In addition, despite some pinching and swelling in thickness that is seen throughout all orebodies, the middling between these orebodies (particularly Blanket 1, 2 and 3 does remain fairly consistent and can be used as a guide to geological modelling and assist when assigning intersections to the various orebodies. An additional update was performed for Blanket 2FW, previously interpreted as a standalone orebody, however by viewing grade intersections and following the same trends, the FW can be linked and interpreted to splay from Blanket 2HW (Figure 7). Orebodies are shown with a thick clipping of 10 m.

Blanket 3 was re-interpreted based on the updated geological understanding. The previous versions of Blanket 3 had been interchanged with Blanket 1 intersections as the Blanket 1 intersections had been reinterpreted from year to year. The upper portion of Blanket 3 where mining occurs remains consistent year to year, however the lower portion has varied significantly. The 2020 Model from QPs has attempted to follow the geological understanding from these well-informed areas into the poorer informed areas. As with the other orebodies, the trend and middling remain consistent and can be used with confidence in assigning intersections. It is for this reason that Blanket 1 and Blanket 3 were reinterpreted and remodelled, as Blanket 3 intersections have typically been assigned to Blanket 1 (Figure 8). The previous interpretations versus the updated 2020 model are shown in Figure 8. It must also be noted that for the Blanket 1 2020 model in this image, the drillhole intersections had not been honoured at this stage of wireframe creation and the wireframe generated is based only on the applied trend. By using the correct trend alone, it can be observed that corresponding drillhole intersections can be interpreted very easily.

Blanket 4 and Blanket 6 were generated by Blanket Mine. These two orebodies are interpreted to lie within a structurally disturbed area and Blanket 6 is separated into a HW and FW unit displaced by the Wenlock fault. A cross section is taken at an elevation of 206 amsl to show Blanket 4 and 6 in relation to neighbouring orebodies. Blanket 4 and 6 have not been updated at this stage, but it is recommended that they be re-interpreted using the same trends being observed.

Blanket Feudal is interpreted in the upper levels only of the Blanket section. This was not remodelled in 2020. This orebody occurs to the west of the BQR while Blanket 1, 2 and 3 all occur to the east (Figure 10). BQR is a continuous unit running through the Blanket section. It has been interpreted that all other Blanket orebodies are closely associated with the BQR and that grade in all orebodies can be correlated. This has not been remodelled in 2020. It is, however, recommended that Blanket Feudal be remodelled using the same principle as that applied to the Blanket models.

Lima and Eroica were modelled in 2019. It is recommended that these be remodelled using the same principle as that applied to the Blanket models. Eroica consists of ERCS and ERCN, while Lima consists of the main orebody (transparent in Figure 11), as well as a smaller inter reef orebody and a smaller FW body.

ARM and ARS occur to the north of the Blanket section. These orebodies have not been remodelled in 2020. It is however recommended that these be remodelled using the same principle as that applied to the Blanket models. An additional extension to ARS has been modelled that shows a continuous trend with the existing ARS. ARS and ARM are separated by a dyke, the structural controls of this dyke as well as the possible extension of the BQR into the ARM and ARS sections need to be tested (Figure 12). The samples used to generate ARS extension show a good correlation of the trend that is interpreted to exist over Blanket Mine.

Figure 7: Plan View of Updated Interpretation at Blanket 2

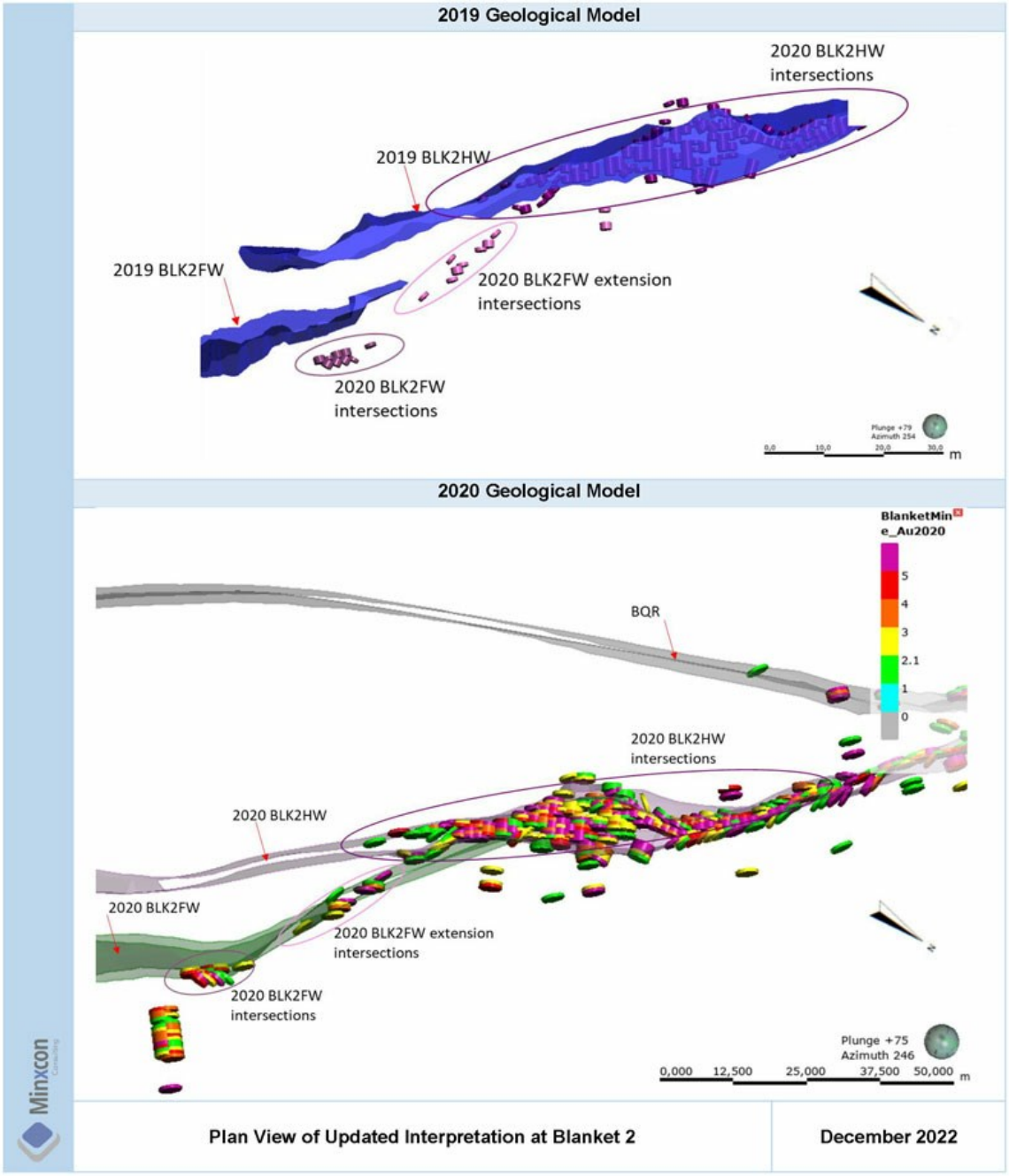


Figure 8: Cross Section of Updated Interpretation at Blanket 1, 2 and 3

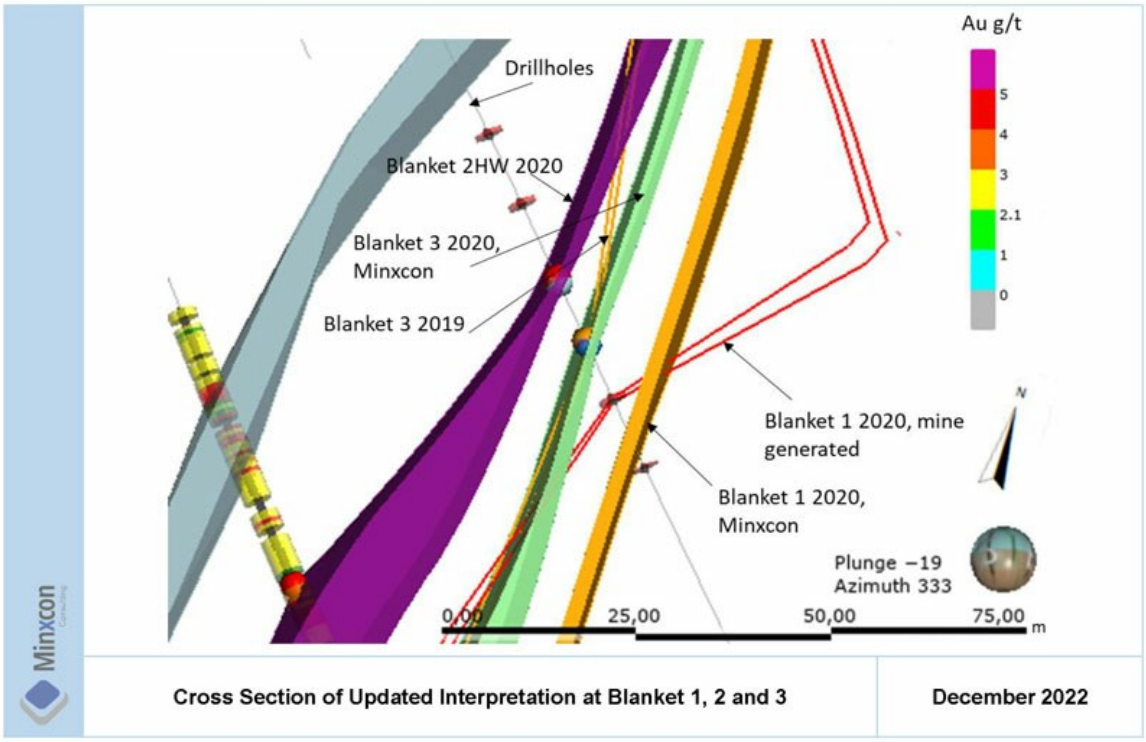


Figure 9: Plan View of Blanket 6 and Blanket 4 and Associated Orebodies

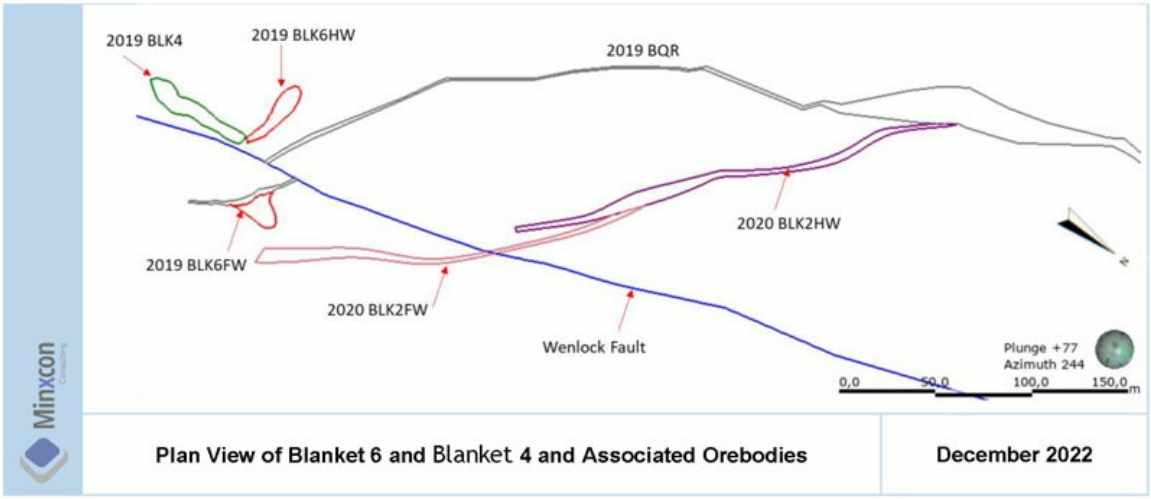


Figure 10: Plan View of Section of BF and BQR

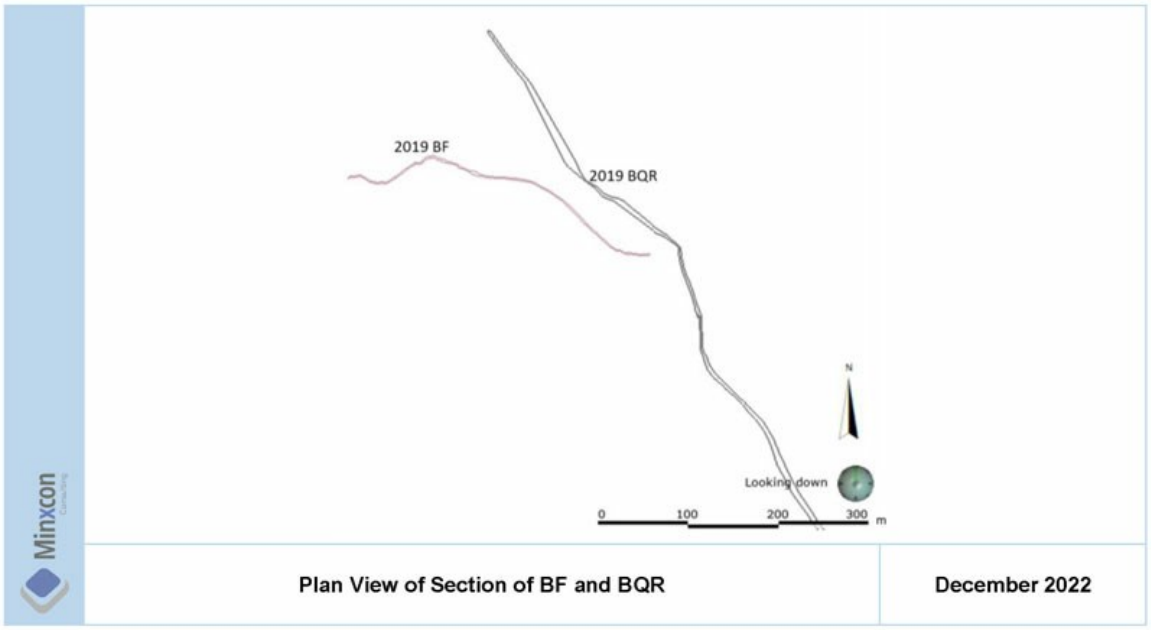
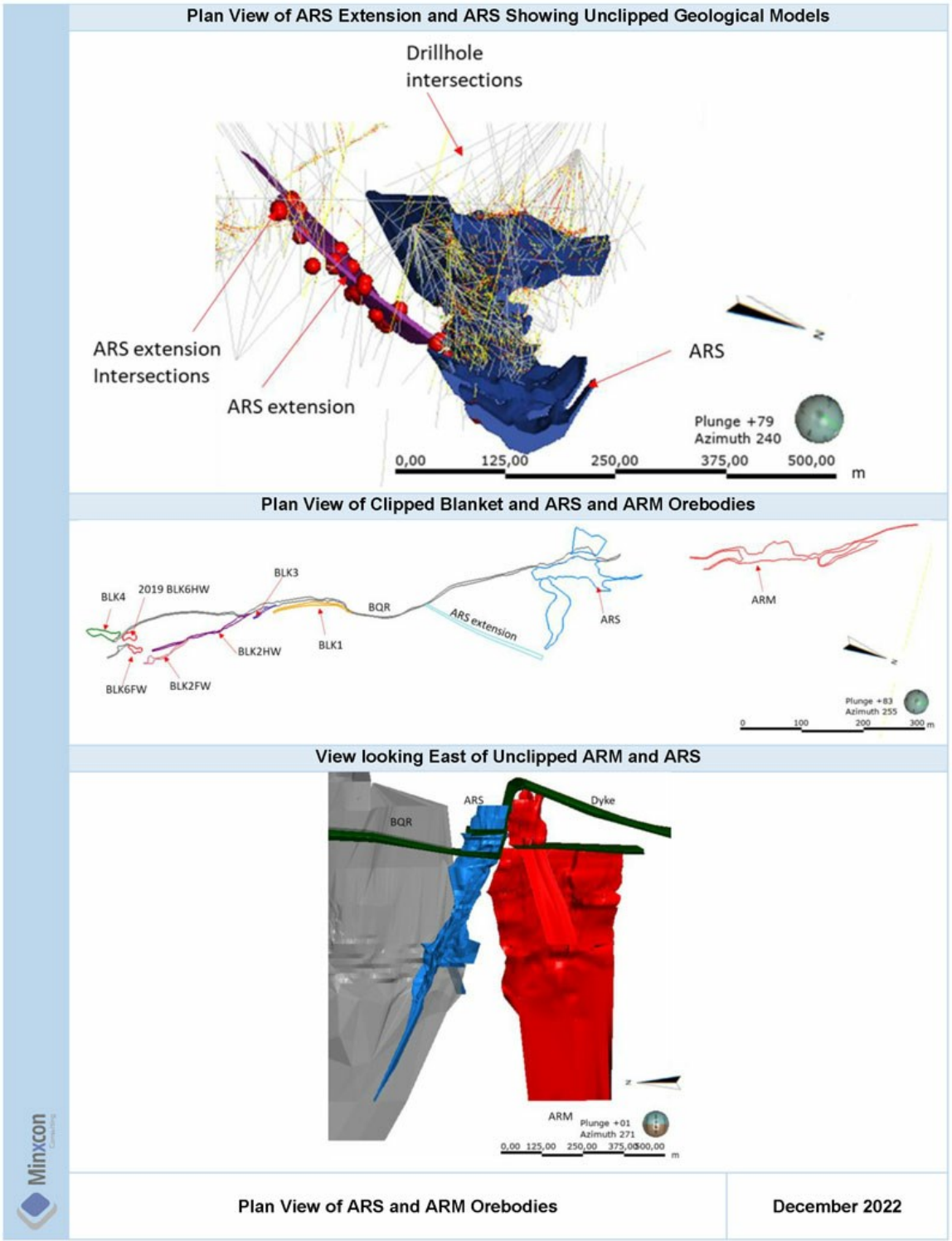


Figure 11: Section View of Lima and Eroica Orebodies

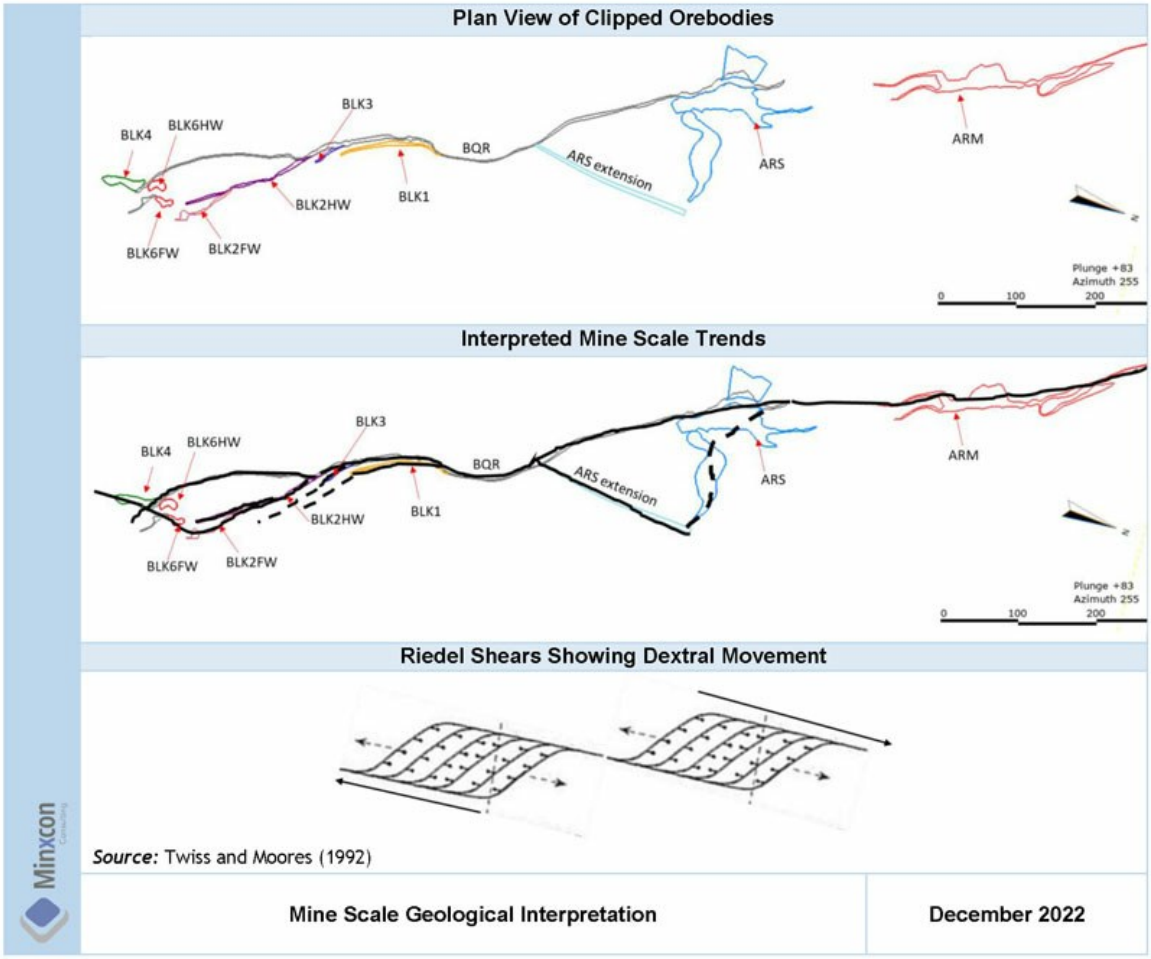


Figure 12: Plan View of ARS and ARM Orebodies



Based on the geological modelling performed on Blanket 1, 2, 3 and ARS extension the need for a mine scale geological model has become necessary as the basis of defining economic orebodies. Often what is seen on a regional or larger scale will be repeated in fractals on a smaller or orebody scale. In this case the trend and associations seen between orebodies is consistently seen between all orebodies. The trend of the mineralisation seen at Blanket is likely resulting from dextral shear, opening up fractures (extensional gashes) for vein and mineralisation emplacement. This zone of shear fractures has also been described as an extensional or contractional duplex by other authors. These Riedel shears along with the expected structures can be seen in Figure 13. This could potentially explain why the BQR and Eroica reefs are different to the ARM and ARS orebodies, *i.e.*, the more tabular-lensoidal quartz reefs (BQR), which could be the main shear, to the massive pipe-like disseminated sulphide reefs ("DSR") of ARM, ARS, and Jethro, which could be zones of Riedel shears.

Figure 13: Mine Scale Geological Interpretation



Further modelling of the remainder of the Blanket orebodies is required to confirm the trend and association of all other orebodies, in addition, modelling with a mine scale view of these expected Riedel shears will assist with modelling and infer continuity that may aid in the generation of exploration targets. An additional focus with future geological modelling should be on identifying the continuation of the orebodies and structures even where it is not mineralised to create a comprehensive geological model. Domaining prior to Mineral Resource estimation must then be used to separate out high grade and low-grade domains.

ITEM 7 – EXPLORATION

Item 7 (a) – NON-DRILLING WORK

I. SURVEY PROCEDURES AND PARAMETERS

No recent trench or soil sampling or geophysics is available or considered during geological modelling or Mineral Resource Estimation.

Channel Sampling and Sludges

Underground channel/chip sampling and sludge sampling procedures are outlined as follows:-

- The distance from a known survey peg to the first sample section is noted. Subsequent sample sections are marked at 2 m intervals on the roof of the drives along strike. Jethro and Blanket Feudal sample sections are taken at 1.5 m intervals along strike.
- Sample sections are taken using a chisel and collection dish starting from the hanging wall to the footwall. Samples are generally taken in 0.6 m lengths but may vary depending on geology or the width to be sampled.
- In wider mineralised zones where not all the mineralisation is exposed by the primary development, sidewall sludge holes are drilled to a depth of 1.2 m. Sludge holes are drilled into the hanging wall and footwall along the same section line as the channel samples. Drill discharge water is collected in cloth bags and the water seeps out leaving a sludge sample. Samples are taken every 0.6 m. The hole is flushed between each sample to reduce contamination.
- A sample weight of about 2 kg is collected in each instance.
- A ticket tagging system is used with sketches drawn at the face showing the ticket numbers corresponding to the samples taken. This assists the data capture in that on receipt from the laboratory, results are plotted on the assay plan against the corresponding ticket numbers.
- Blanks and CRMs are inserted into the sample sequence.
- On receipt of assays, QAQC is carried out. Information for channel and sludge samples is both processed digitally (incorporation of all channel and sludge data into database, plotting in Surpac, 3D modelling, evaluation) and plotted manually on the level plans.
- 1:250 scale survey plans are generated as ‘base plans’ for assay, stope assay and geology plans for each 15 m sub-level.

Channel and sludge assay information is plotted manually on 1:250 scale assay plans for every 15 m sub-level. Within all of the mineralised zones, except the AR Main and AR South wider bodies, only 4.2 m is normally sampled (includes 1.8 m wide drive and 1.2 m of sludge sampling into both the hanging wall and the footwall) across the strike and any mineralisation beyond these limits is not included in the Mineral Resource. The unsampled payable sections outside of this width are mined but reported as coming from not-in-reserve (“NIR”) blocks. While the accuracy of sludge sampling is debatable, it is considered to give a reliable indication of mineralisation. By the nature of the sampling methodologies the roof chip sampling and sampling of the evaluation drillholes would appear to have a higher confidence than the sludge sampling. However, an analysis of the different sample types has shown a minor decrease in grade (per orebody) with the inclusion of the sludge samples. This is expected as the sludge samples are taken at the periphery of the orebodies to tests the limits of the orebody of acceptable grade. Exclusion of these sludge samples would result in local over estimation as these sludge samples often record the transition from high grade to low grade. In the case of the underground chip sampling the high volume of samples reduces the impact of isolated sampling inaccuracies.

Sampling is undertaken underground; thus, a plan view of sampling points is not appropriate for Blanket Mine.

II. Sampling Methods and Sample Quality

Blanket is an operational mine. Only underground Mineral Resource and exploration drilling are currently undertaken.

III. Sample Data

Only ongoing underground drilling and chip sampling is currently undertaken at Blanket Mine.

IV. Results and Interpretation of Exploration Information

The results of the exploration drillholes as described in the section to follow - once checked and validated - were included into the existing database to inform the geological modelling process as well as Mineral Resource estimation.

Item 7 (b) – Drilling

I. Type and Extent of Drilling

Blanket is an operating mine. Underground long-hole exploration drilling and evaluation drilling are undertaken to respectively investigate orebody depth extensions and delineate width of the mineralised body. To this end, a plan view of drilling collars is not appropriate for Blanket Mine. However, Figure 15 illustrates the distribution of the database.

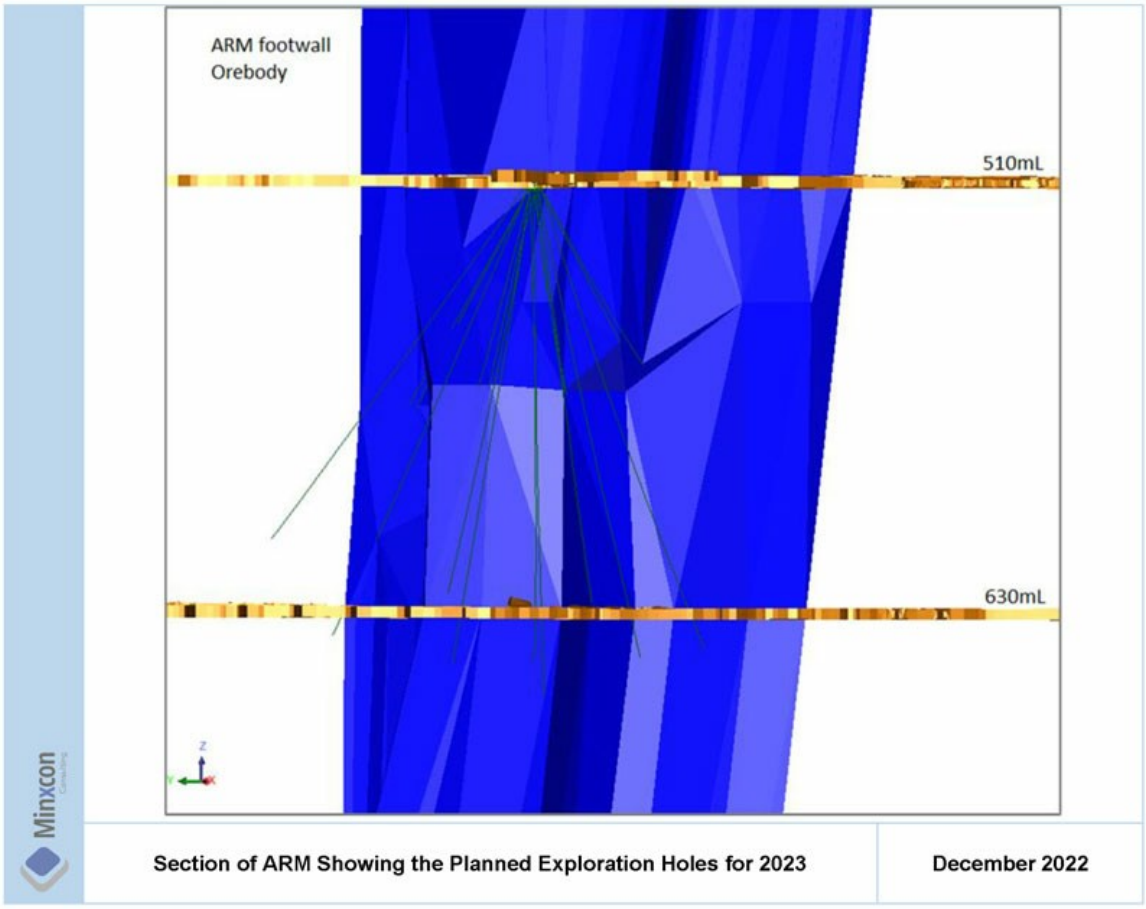
Long-hole Exploration Drilling

The recent programmes of down-dip drilling from underground crosscuts to test depth extensions of the various orebodies has been underway since 2013. To date 332 holes have been drilled comprising 103,097 m (Table 6). The exploration holes planned for 2023 are shown in Figure 14. The non-drilling in 2021 and 2022 is directly related to the new Central Main Shaft ("CMS") progress, waste handling and the need to create future drilling platforms.

Table 6: Exploration Holes and Meters by Year

Year	Number of Holes	Meters Drilled
2013	10	4,228
2014	25	8,685
2015	40	14,948
2016	58	19,768
2017	54	19,035
2018	68	18,269
2019	42	9,456
2020	17	3,396
2021	0	0
2022	18	5,312
Total	**332**	**103,097**

Figure 14: Section of ARM Showing the Planned Exploration Holes for 2023



The recent drilling phases, which commenced in 2013, were focused on down-dip extensions to Blanket Section, AR Main, Eroica, and AR South, commencing in that order. The programme commenced with two refurbished rigs, and new machines were progressively acquired, bringing the total to five. The additional machines saw the productivity gradually increase, reaching a peak in 2017, before taking a downward trend, decreasing to zero in early 2020 when all the diamond drilling chambers were exhausted. There was no drilling in 2021. Development of new diamond drilling chambers resumed in 2022, and the first chamber was completed at the end of May. Drilling commenced in mid-June 2022 on 750 m level Eroica North Chamber 1. This drilling will target below the 990-m level, converting inferred resources to indicated resources. The crosscut is being extended to create an outer chamber, from which drilling will be 60 m below the first chamber target. The current drilling is being carried out by an on-site Kempe "K600" rig operated by an on-site crew. An external rig is in transit to the mine and will arrive at the end of June. A chamber is being prepared at 930 m level, Blanket, where drilling for BQR, Blanket 1, Blanket 2, and Blanket 3 orebodies will cover below 990 m level, upgrading Inferred Resources to Indicated Resources.

Further upgrade to Measured Mineral Resource category using the down-dip exploration drilling is not practical because of the amount of drilling that would be required to reach the required intersection spacing of 7.5 m along strike by 15 m vertical. Measured Mineral Resource status from down-dip exploration drilling will only be achieved where holes inadvertently deviate so that their spacing is much closer than planned. Measured Mineral Resource status is achieved by development of sub-levels within the orebody at 15 m vertical distance with channel and sludge sampling along strike and evaluation drilling every 7.5 m along strike. Current exploration drilling coverage is limited by available drilling chambers. Drilling is conducted from chambers on crosscuts developed into the hanging wall. Development to new chambers at ARSouth, Blanket Section and Eroica is ongoing.

Directional drilling techniques are not employed but holes are planned to incorporate a deviation based on knowledge from previous drilling. While this does not result in a perfectly regular intersection spacing due to irregular and unexpected deviations of holes, the areas are drilled until they are adequately covered.
Drilling coverage to Indicated Resource category spacing is only practical for hole lengths of up to 300 m due to unpredictable hole deviations, with further upgrades of Inferred to Indicated only possible once drilling positions have been developed in the hanging wall on the deeper levels. Drilling is carried out primarily by Blanket personnel but with a Contractor managing and overseeing the operation. The Contractor supplies key staff comprising Supervisors and trained drillers and provides ongoing maintenance requirements to ensure the smooth running of the operation. All drilling is currently being carried out by BQ (36.5 mm diameter) core.

The management of the drilling process rests with the responsible geologist. A summary of drilling procedures for exploration drilling is outlined as follows:-

- Planned hole collar set up information is provided by geologist.
- Hole azimuth is set up by surveyor. Hole dip is set up using built in rig clinometer. Set up is checked by Blanket Mine geologist or geotechnician. Hole collar is surveyed when rig is established in position and drilling.
- Drilling and core are monitored by geologist and geotechnician with checking to ensure core obtained attains a recovery of at least 95%. Hole is stopped based on geological observations.
- Downhole survey is carried out using Icefield Multi-shot MI3 instrument. Survey readings are downloaded and checked for validity using quality assurance and quality control ("QAQC") procedure. If not acceptable, request for resurvey.
- Hole is capped with hole number clearly marked on cap.

Core handling procedures are as follows:-

- The drillhole identification number and box number are clearly marked onto the upper left side and face of each core tray.
- All core is packed into core trays as it is recovered from the hole with blocks indicating the depth placed at the end of each 'run' for each 3 m drill rod. Core trays are kept secure and guarded against possible mixing. All core boxes are transported to the core yard at the end of the drilling shift where their receipt is entered into a logbook.
- Core boxes are laid out in the correct sequence.
- Drill core is checked as orientated and assembled to ensure that all pieces fit, and that orientation lines are consistent.
- Core recoveries are measured between drill depth markings by the geologist or geotechnician to record the core recovery. The complete length of the hole is metre marked.
- RQD measurements are recorded by the geotechnician.
- Core is photographed dry and wet.
- Logging of core is carried out by the geologist.
- Mineralised zones are identified and selected for sampling. Sample boundaries are marked at 0.6 m intervals in nearly homogeneous mineralised zones. Selective sampling intervals are employed on mineralised units with unique features, e.g. colour, concentration of mineralisation, alteration, and mineralogy.
- The core is split into two equal halves with a diamond saw. One half is retained in the core tray.

- Specific Gravity ("SG") measurements are carried out for each sample prior to bagging and submission to mine laboratory for sample preparation and assay (Blanks and Certified Reference Material ("CRMs") are inserted into the sample sequence at this point).
- Split intersections retained in the core tray are photographed wet.
- On receipt of assays, QAQC is carried out. Drilling data is incorporated into the database. Plotting in Surpac, 3D modelling, and evaluation are carried out.

Evaluation Drilling

In addition to exploration drilling, evaluation drilling is performed within stope. Underground mining infrastructure in the form of development drives at 15 m vertical intervals within the orebody is required in order to achieve the required spacing of 7.5 m along strike by 15 m down-dip for the Measured Mineral Resource category. Evaluation drilling is normally only applicable to wider DSR orebodies, while Quartz Reef orebodies are either fully exposed by the actual development drives or can be fully evaluated with sludge holes where required to check for mineralisation in the immediate hanging wall or footwall.

A summary of evaluation drilling parameters and procedures is as follows:-

- Sub-level drives are mined within the orebodies along strike at 15 m vertical intervals. Drill cubbies are developed every 7.5 m for evaluation drilling.
- Planned hole collar set up information is provided by the geologist. Holes are drilled into the hanging wall and footwall of the development drive to establish the extent of the mineralisation. Holes are normally horizontal and drilled perpendicular to strike. Holes are drilled using an air driven "meter eater" machine with AXT (30.5 mm diameter) core.
- Drilling and core are monitored by the geologist and geotechnician with checking to ensure core obtained attains a recovery of at least 95%. Hole is stopped based on geological observations.
- Hole collar coordinates, azimuth and dip is surveyed (usually when hole is completed, and rig is off
- the hole using a drill rod inserted into the hole). Hole number is recorded by painting on sidewall.
- Handling and processing of core follows a similar procedure as for exploration core as detailed above. However, for evaluation holes whole core is sampled.
- Core is packed into 1 m long closable core trays as it is recovered from the hole with blocks indicating the depth placed at the end of each 'run' for each 3 m drill rod. Core trays are kept secure and guarded against possible mixing.
- All core boxes are transported to the core yard at the end of the drilling shift where their receipt is entered into a log book.
- Core is carefully repacked into 1.5 m long core trays. Drill core is checked as orientated and assembled to ensure that all pieces fit, and that orientation lines are consistent. The drillhole identification number and box number are clearly marked onto the upper left side and face of each core tray.
- Core boxes are laid out in the correct sequence.
- Core recoveries are measured between drill depth markings by the geologist or geotechnician to record the core recovery. The complete length of the hole is metre marked.
- RQD measurements are recorded by the geotechnician.
- Core is photographed dry and wet.
- Logging of core is carried out by the geologist.
- Mineralised zones are identified and selected for sampling. Sample boundaries are marked at 0.6 m intervals in nearly homogeneous mineralised zones. Selective sampling intervals are employed on mineralised units with unique features, e.g., colour, concentration of mineralisation, alteration, and mineralogy.

- Whole core is sampled. SG measurements are carried out for each sample prior to bagging and submission to mine laboratory for sample preparation and assay (blanks and CRMs are inserted into the sample sequence at this point).
- On receipt of assays, QAQC is carried out. Information for evaluation holes is both processed digitally (incorporation of all drilling data into database, plotting in Surpac, 3D modelling, evaluation) and plotted manually on the level plans.
- 1:250 scale survey plans are generated as 'base plans' for assay, stope assay and geology plans for each 15 m sub-level.
- Drill assay information is plotted manually on 1:250 scale assay plans for every 15 m sub-level. Assay plans also record the chip and sludge sampling on the surveyed development and are the basis for orebody delineation in conjunction with the geology plans (stope assay plans are generated to show stoping progress and stope assays).
- Geological information for evaluation holes is plotted manually on 1:250 scale geology plans for every 15 m level. Geological plans provide the context of the mineralisation and validation of orebody shapes and structural discontinuities.

II. FACTORS INFLUENCING THE ACCURACY OF RESULTS

QAQC data prior to 2014 is not available, and thus data from before this period is subject to some degree of uncertainty. However, more recent samples do cover the areas being considered adequately, thus higher confidence samples are also informing the areas informed by lower confidence samples, this assists in reducing the uncertainty in the database.

III. EXPLORATION PROPERTIES – DRILL HOLE DETAILS

This section is not applicable to the Blanket Mine as it is an operating gold mine with sufficient drillhole data and underground sampling to declare a Measured and Indicated Mineral Resource and Mineral Reserve.

Item 7 (c) – HYDROGEOLOGY

According to the Blanket Mine geological personnel no hydrogeological studies have been completed at the Blanket Mine.

Item 7 (d) – GEOTECHNICAL

Prior to 2020, no previous geotechnical work was completed at the Blanket Mine. An investigation into rock strengths was completed, where core of the different rock types was sent to Rock Lab SA for UCS Brazilian disc test, in order to determine the geomechanical properties of various lithologies and the parameters to be applied in the geotechnical model and mine design going forward.

Subsequently, Point Load index (PLi) assessments were introduced on mine, where core from exploration or run-of-mine drilling can be tested to determine the UCS of the rock and an index that will be used to classify geotechnical areas based on the rock PLi.

Rock Quality Designation (RQD) is being determined to assess the quality of the rock and is used as a criterium in the rock mass classification for mine design and blast designs. No specific joint analyses were done on current core, and this is an area of improvement that could form part of the analysis going forward where joint orientation, joint spacing, joint roughness and infilling would be used for Rock mass classification.

Blanket Mine has employed a rock engineering consultant as of February 2020 for the required geotechnical inspections and designs of the underground workings. All legal appointments pertaining to rock engineering requirements are in place. The geotechnical model for Blanket Mine is being revised and with this in mind support standards are continually reviewed and rock mechanics recommendations for the current mining operations are in place.

Stress measurements were conducted on 34 Level where the stress magnitude and orientation were determined. These parameters were used to update the numerical model and are currently being reviewed by a thirds party consultant.

All new geotechnical, and rock engineering work that is being conducted for the newly targeted mining areas below 750 m Level is being used to improve mining practice, limit excavation damage and improve safety. The studies and work associated with these parameters will be addressed by the rock engineering consultant as data is generated and access is obtained through development. This will further inform the geotechnical model.

ITEM 8 – SAMPLE PREPARATION, ANALYSES AND SECURITY

Item 8 (a) SAMPLE HANDLING PRIOR TO DISPATCH

All sample submissions to the laboratory are accompanied with clear instructions on a Sample Submission Sheet regarding sample preparation and assay methodology. The sample submission sheet contains spaces and selections to accommodate all necessary instructions for the laboratory. Each of the items on the Sample Submission Sheet is discussed below. QAQC procedures are constantly reviewed to ensure the best practices are followed. The sample preparation and analysis procedures outlined below describe the current information handling. All sampling and QAQC data are currently captured into access and excel. Samples are not released by the Geology department to the assay laboratory that do not satisfy all the required procedures. Each Section Geologist is responsible for ensuring that this is done for drilling, channel or sludge samples originating from their underground section. Samples are not accepted for assay by the laboratory if they do not satisfy the QAQC requirements. In the event of such an occurrence, it is reported to the Geology Manager or the Mineral Resource Manager.

Item 8 (b) – SAMPLE PREPARATION AND ANALYSIS PROCEDURES

All samples are analysed by the Blanket Mine on-site Assay laboratory which is not accredited. The process is broadly as follows:-

- The sample is crushed to -10 mm and riffle split to produce a portion of approximately 400 g.
- The 400 g portion is pulverised in a Rocklabs ring mill. Blank samples are run in the pulveriser after every 10 samples for channel chip and sludge samples as per normal laboratory procedure. For evaluation holes after every five samples and for exploration holes after every sample.
- Pulp is measured into a crucible. For drill core samples, a new crucible is used for every sample. For other samples, it is acceptable for crucibles to be used multiple times but discarded when cracked or showing signs of absorbed impurities.
- A 50 g aliquot is used for all drill core samples. A 25 g aliquot is used for channel chip samples and sludge hole samples.
- All samples currently undergo Fire Assay analysis with gravimetric finish.

Item 8 (c) – QUALITY ASSURANCE AND QUALITY CONTROL

Blanks

Blanks are inserted according to the sample type. For exploration drilling samples, two blanks are inserted for every 36 samples (the number of samples processed in a "batch" at one time in the laboratory). Exploration holes include deep drillholes but also other surface drillholes. Evaluation Holes are holes that are used to define the limits of the orebody, generally at 7.5 m spacing along strike. The mass of a blank sample needs to be only slightly higher than the weight of the aliquot (50 g for drill core samples and 25 g for all other samples). Blanks are prepared in advance in sealable card packets to avoid contamination. Blanks are inserted into the batch at random positions in the sequence within a mineralised zone. For samples submitted directly to the laboratory by the samplers (sludge and chip samples for both grade control and evaluation), blanks are currently inserted by the laboratory until a new procedure is in place. The blanks used are sourced from either local granite or certified AMIS blank standards. The results for the blanks and standards are monitored on a batch by batch basis, with the blanks treated separately from the standards.

Standards

Standards are inserted according to the sample type. For exploration drilling samples, three standards are inserted for every 36 samples (the number of samples processed at one time in the laboratory). The mass of the standard needs to be only slightly higher than the weight of the aliquot (50 g for drilling samples and 25 g for all other samples). Standards are prepared in advance in sealable card packets to avoid contamination. The main purpose of Standards is to check the accuracy of the assay procedure. There are generally three groups of standards: very low grade (±0.41 g/t), low grade (±1.74 g/t) and high grade (±2.44 g/t). All three types of standards are used and are inserted into the batch in logical positions in the sequence within a mineralised zone. The standard is included in the number sequence, is not labelled as a standard, and is not recorded as a standard on the sample submission sheet. Standards are currently inserted by the laboratory for sludge and chip samples that are submitted directly to the laboratory by the samplers (samples for both grade control and evaluation). Standards for drillholes are inserted by the samplers. The results for the standards are monitored on a batch by batch basis and on a standard by standard basis.

Duplicates

Duplicates are split by the laboratory from pulps as per instructions on the Sample Submission Sheet completed by the geologist. Duplicates are requested for exploration drilling samples only. On the sample submission sheet, the "Sample No." is the sequential number for the duplicate, and there will be a gap in the sequence of samples submitted for this duplicate. In the Sample Source column, the number of the sample from which the duplicate is sourced is recorded. The splitting of a sample is carried out by the laboratory, and the split fraction is assigned a new sample number for the duplicate.

I. ASSESSMENT OF RESULTS

A QAQC report for each batch is completed and saved (with the name of the batch) on the server. This report includes graphs showing the results for blanks, standards and duplicates and a short statement concluding whether the results are satisfactory or whether a re-assay is required. QAQC sample data is monitored monthly to ensure that sample batches with control sample data outside of acceptable limits are re-submitted for analysis in a timely manner.

Blanks

All blanks with values greater than the detection limit are flagged. A decision is then made by the Geology Manager as to whether to re-assay or not. Results for blanks for all batches are compiled into one table on an ongoing basis, so that the general blank results can be monitored. This is done on a quarterly basis and finalised at the end of every quarter. This is done in MS Excel and includes a table indicating Batch No., Sample No. and Grade (Au g/t), together with a graph depicting the results for all the blanks. If more than one type of blank is used, then this is done separately for each blank. The report is given the name of the particular blank in question followed by the year and the quarter number (e.g., AMIS0439_2016Q3) and saved on the Mine’s computer server.

Sample blank material is comprised of un-mineralised granite sourced from the local area. A threshold of ten times the analytical detection limit (*i.e.*, a threshold of 0.08 g/t) was used to discriminate samples showing evidence of cross-contamination. For 2018 and 2019 31 blanks failed out of 317 total blank samples for this standard. Although some instances of mislabelling of Blanks or Standards has been identified in the past, these poorly performing blanks returned values that did not match any of those of the certified reference material. It was therefore assumed that they were either a result of mix-up between Blanks and mineralised material or resulted from cross-contamination. In addition to the granite, blank standards from Amis have also been utilised for 2018 and 2019.

Standards

Standards with values greater than two standard deviations are flagged. A decision can then be made by the Geology Manager as to whether to re-assay or not. For all batches, the results for each standard are compiled into one table on an ongoing basis, so that the trend and accuracy of each standard can be monitored over time. This is done on a quarterly basis and finalised at the end of every quarter. This is done in MS Excel and includes a table together with a graph depicting all the results for that standard. A separate report is done for each standard. The report is given the name of the standard in question followed by the year and the quarter number (e.g., AMIS0335_2016Q3) and saved on the Mine's computer server. During the period 2020 to 2022, twelve different standards were utilised, the standards used are representative of the grade seen at Blanket and are thus suitable for QAQC purposes. The standards are sourced from Greenstone belts in South Africa. Care must be taken when selecting samples to ensure the standards relevant to the expected grade is used, particularly as the grade will differ slightly from orebody to orebody.

The most used standard for the period under review was AMIS0559. This is a high-grade standard with an expected grade of 12.01g/t. 316 Standards were used and 311 fell within the accepted two standard deviation range to make a pass rate of 98.4%. When testing AMIS719, a fair number of failures were observed. Of the 105 samples analysed, 33 failed the two-standard deviations. These represents a 68.6% pass rate. The expected grade for AMIS719 is 0.897 g/t. Some of the samples that failed were above and others below the limits of two-standard deviations. 101 Standards of AMIS0724 with an expected grade of 2.38 g/t were analysed during the period 2021-2022. This is a medium grade standard. The pass rate was very good. Only six out of the 101 samples failed the 94% pass rate.

It is recommended that follow up activities are undertaken to identify the source of these failures in the standards and if this results from laboratory procedures or sampling activities. In addition, duplicates of the various stages of the sampling and analyses process can be taken. Field duplicates (in the core yard), course duplicates (following crushing) as well as pulp duplicates (following pulverisation), this will eliminate any sources of contamination or identify the potential problem areas. A bias is seen in 2018 with numerous failures in standards, 2019 results are an improvement with acceptable pass rates of standards and the 2021 and 2022 QAQC results are also better. However, 2018 results are still included in the database. Where dense sampling exists (Reserve areas), the effect of this is minimised. However, where a larger area is informed by only one or two drillholes (Inferred or Target areas), any uncertainty would have a larger influence. For this reason, QAQC procedures should be stricter for exploration holes and any failures in QAQC followed up with re-assays as well as umpire assays. The mine procedures with regards to inclusion or exclusion of samples due to QAQC results must be implemented to ensure these failures are considered during the course of QAQC.

Due to the high sample density the effects of these inconsistencies in results will be minimised, however this accuracy and repeatability of results and standards is most important for exploration areas where one drillhole informs a large area. A focussed study of the QAQC of these exploration holes is recommended.

Duplicates

Duplicate results are plotted against each other, and poor correlations are flagged by the QAQC geologist. Appropriate action is then taken when failures are identified. Results for all duplicates for all batches are compiled into one table on an ongoing basis, so that the overall repeatability of duplicates can be monitored. This is done on a quarterly basis and finalised at the end of every quarter. This is done in MS Excel and includes a table indicating Batch No., Sample No. and Grade (Au g/t), Duplicate No. and Duplicate Au g/t, together with a XY correlation graph showing all of the results for all the duplicates. The report is given the name "Duplicates" followed by the year and the quarter number and saved on the Mine's computer server.

Umpire Analyses

Umpire analysis and round robins are being run by the assay lab. For umpire analysis, comparison is being made with Zim Labs. Below is the scatter plot for batches run from 2021 to 2022. The sample materials comprising of Carbons, plant samples comprising of plant feed (M1s), C.I.L feed (M3s), and C.I.L tails (RM10), geology samples and CRM to check Zim Labs accuracy. The method used for Assay by Blanket mine lab was Fire assay method with gravimetric finish and Zimlabs used Fire assay method with AAS finish. According to the correlation graph it shows that most of the assays correlated, with a correlation value of 0.94.

Round robins are run among Turk Mine, How Mine, DGL 5 Mine and Blanket Mine. Comparisons show a good correlation. It is recommended that the Umpire laboratory checks are run more regularly and with a higher number of samples, particularly where a batch fails the second re-analyses, in the Blanket laboratory.

Storage of Pulps

According to mine procedure, pulps are retained for all drill core samples (both evaluation holes and exploration holes). They are collected by Geology and stored at the facility at the Exploration department offices. Pulps are stored in strong, sealed boxes clearly labelled with the drillhole name, batch number and sample numbers.

Storage of Coarse Rejects

Mine procedure is to retain all coarse rejects for all exploration drill core samples. They are collected by Geology and stored at the facility at the Exploration department offices.

Item 8 (d) – Adequacy of Sample Preparation, Security and Analytical Procedures

This section sets out the opinion of the QPs regarding the adequacy of sample preparation, security, and analytical procedures.

Even though the mine laboratory is not accredited, a reasonable standard is maintained with good level of housekeeping apparent. Standards and blanks are run as part of the routine procedures. Blind checks are done within a batch of a single sample. If any internal laboratory QC fails, the batch is repeated automatically. However, the laboratory visit undertaken by the QP on 3 November 2021 did highlight some concerns that need to be addressed to ensure there is no contamination and sample weights are measured accurately.

In addition, as part of its external verification process the mine laboratory sends samples away to How Mine, Zimlabs, Turk mine laboratory and Performance Laboratories (accredited), to test their precision and accuracy. The results of the internal laboratory standards were viewed and are within acceptable limits, with minor failures. An in-house system for sample receipt and sample tracking has been implemented on the mine in 2019. This significantly improves the analytical system and improves accuracy and tracking of samples in the laboratory. The sample preparation methodology is considered adequate for Mineral Resource estimation purposes given the good correlation between planned production grades and actual recovered grades in the plant. A further inspection of the mine laboratory by an independent consultant Mr Jeremy Eliot was conducted In June 2016. Conclusions were similar in that improvements could be made, but, overall, the facilities and processes were of a satisfactory standard.

ITEM 9 – DATA VERIFICATION

Item 9 (a) – DATA VERIFICATION PROCEDURES

The QPs have reviewed available data types from the sampling stage through to the resource estimates which feed into the Mineral Resource statement.

In 2021, orebody interpretation for active areas (mostly above 22 Level) for Mineral Resource estimation purposes was carried out manually while digital block models for the down-dip exploration areas (mostly below 22 Level) were progressed to the standard required for digital Mineral Resource estimation. This was a phased approach. In 2018, only AR Main and the Blanket Sections had digital Mineral Resource Estimates reported. In 2021, all orebodies except Sheet and Jethro were estimated digitally (below 22 Level), while the manual proportion was still retained above 22 Level; except for Lima, which is digital in the upper levels as well. Proceeding sections cover this in more detail. In 2022, all manual blocks were completely replaced by digital estimates, as represented by block models contained in the orebody wireframes. As part of the 2022 upgrade from manual blocks to digital estimates, additional samples were captured in older mining areas where previously only manual blocks were utilised.

In general, there are five types of samples considered at Blanket:-

- channel "chip" samples (evaluation and grade control);
- sludge hole samples (evaluation and grade control);
- grab samples (grade control);
- evaluation drill core samples; and
- exploration drill core samples.

Evaluation Holes are holes which are used to define the limits of the orebody, generally at 7.5 m spacing along strike. All other holes are defined as Exploration Holes. Exploration holes can be what are currently deep drillholes but will also include other drillholes.

Database Validation

The database validations and checks were performed on all data received to identify and remove errors where identified. The database per year is summarised in Table 7. The Database summarised by sample type is in Table 8.

Table 7: Sample Database Summarised by Year

Year	Drillhole Count
<1960	7,223
1960-1970	150
1970-1980	67
1980-1990	75
1990-2000	334
2000-2010	508
2010-2022	62,111
Total	**70,468**

Table 8: Sample Database Summarised by Drillhole Type

Hole Type	Drillhole Count
Channel	40,084
Evaluation	5,453
Exploration	795
Sludge	20,465
Stope	1,646
Trench	25
Grand Total	**70,468**

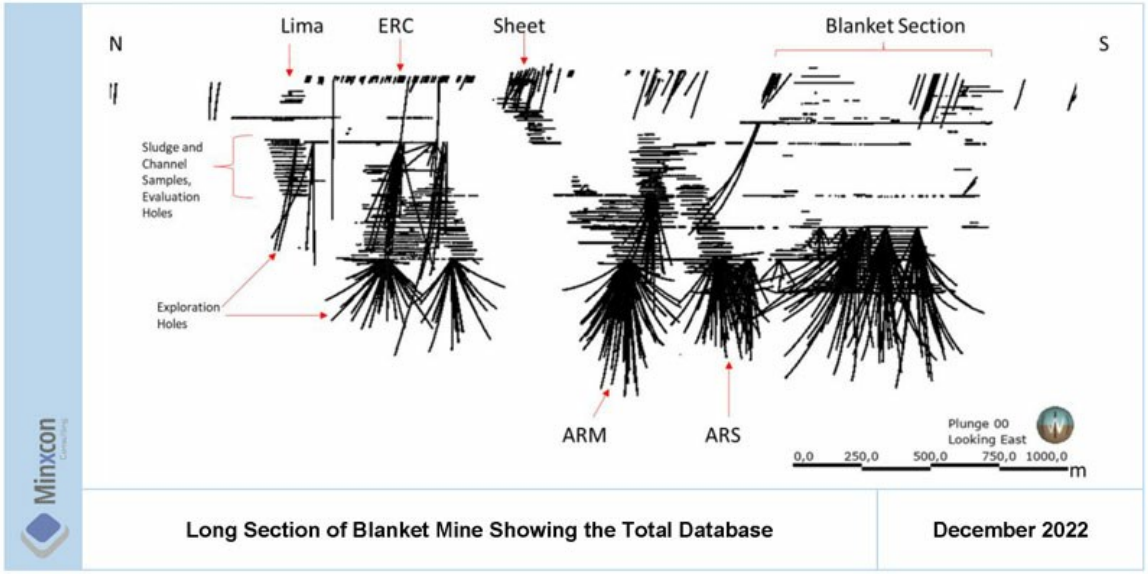
For the purposes of estimation, stope and trench samples were excluded from the database. All other hole types were used. Some absent, 0 and -99 values were present in the assay table. These all result from illegible entries during data capture (-99), absent or missing samples when capturing (0, absent). For resource estimation purposes, all these values were assigned a value equal to half the detection limit (0.0025 g/t). Assigning a 0.0025 g/t value for these intervals is a conservative approach, as the low-grade values form part of the estimation dataset. Alternatively, if these intervals are removed, a possible overestimation may occur from neighbouring high-grade samples.

All samples noted here include the total database within and outside the orebodies. The individual samples used and clipped per domain is addressed in proceeding sections. The total database is shown in Table 9. The total database for Blanket Mine is illustrated in Figure 15. Sludge and channel samples as well as evaluation drillholes are typically located in mining areas, while exploration holes are longer drillholes used to inform new areas (Figure 15).

Table 9: Hole and Sample Count

Item	BHID	Entries
Collar	70,468	70,468
Survey	70,468	70,468
Assay	64,444	430,923

Figure 15: Long Section of Blanket Mine Showing the Total Database



Item 9 (b) – Limitations on/Failure to Conduct Data Verification

The data capturing process has not been reviewed. The original drillhole logs were not compared to the final access drillhole database. The data as received from Blanket was accepted as received that all available drillholes have been captured and on-site checks pertaining to data capture on the database were performed. All relevant error checks were performed on the digital data that was available.

Item 9 (c) – Adequacy of Data

The QP deems the data to be adequate for the purposes of conducting meaningful Mineral Resource estimations with appropriate Mineral Resource classification in accordance with the guidance as described by NI 43-101. Proof of this statement is validated by the fact that the mine has operated successfully for several years using the current Mineral Resource with good historical conversion rates for Inferred Mineral Resources to Indicated and then on to Measured. The QP is of the opinion that the sampling database is acceptable for the Mineral Resource estimation methodology being utilised at the Blanket Mine because of the sheer volume of sampling data. In addition, the Mine has been in operation for several years with historical gold recoveries around 3 g/t.

ITEM 10 – MINERAL PROCESSING AND METALLURGICAL TESTING

Item 10 (a) – Nature and Extent of Testing and Analytical Procedures

The plant currently treats RoM from the main orebodies. The ore is free milling, and the mineralogy has not changed to a significant degree. Sufficient information from historic production is required to determine the expected production performance with reasonable confidence.

Item 10 (b) – Basis of Assumptions Regarding Recovery Estimates

The expected processing efficiencies are based on historic production, and these are well in line with the budget, with 2022 recovery averaging 93.8% against the 2022 budget of 93.5%. The actual recovery has been higher than the budget recovery since 2020 approaching 94%. The budgeted recovery of 93.5% for 2022 can be assumed to continue, with improvements expected.

Item 10 (c) – Representativeness of Samples and Adequacy of Data

The samples measured from historic production are considered reliable and representative. As a result, they can be used to adequately predict future performance.

The QPs are of the opinion the Blanket Mine plant recoveries are well understood as they are based on the actual historical production figures.

Item 10 (d) – Deleterious Elements for Extraction

The arsenopyrite content of RoM material currently being treated from Blanket Mine is low enough not to pose a risk to economic extraction and deposition of tailings.

Blanket ores are free milling in that 93% of the gold is recovered via direct cyanidation with a further 1% achievable with the use of oxygen pre-treatment injection methods. Arsenic therefore reports to the mine residue deposit in the form of undecomposed arsenopyrite, constituting less than 1% of the ore. The ore contains approximately 35% carbonate minerals which results in the tailings having an alkaline chemistry which inhibits the decomposition of arsenopyrite which is not exposed to the atmosphere. Rainwater run-off from the tailings dam is channelled within bund walls to a sump from where it is returned to the plant as makeup water.

Blanket will be undertaking a pilot plant test work programme on the other more-refractory Mineral Deposits not currently being mined which may have a higher arsenopyrite content. Continuous testing and analysing of arsenic and other potential deleterious elements will be conducted as part of this test programme. Appropriate neutralisation steps will be included in the process design as required.

ITEM 11 – MINERAL RESOURCE ESTIMATES

The Mineral Resources were estimated as at 31 March 2022 based on drilling and sampling data, as well as the mining faces received for the Mine as at that date. The QP has depleted the 31 December 2022 Mineral Resources with updated mining faces to the period ending 31 December 2022. In addition, the Mineral Resource was also depleted with the Mineral Reserve as at 31 December 2022. New exploration drilling was undertaken in the second half of 2022 but this has not been included in the Mineral Resource estimate; however, underground chip sampling has been undertaken but in well-informed Measured and Indicated areas. The QP deems that this will not have a significant effect on the Mineral Resource grade, and thus deems the depletion to be appropriate.

All Manual Mineral Resources previously declared have now been converted into 3D digital format.

Item 11 (a) – Assumptions, Parameters and Methods Used for Resource Estimates

I. Mineral Resource Estimation Procedures

i. Geological Modelling

The construction of the geological models is comprehensively discussed in Item 6 (d) of this TRS.

ii. Statistical Analysis

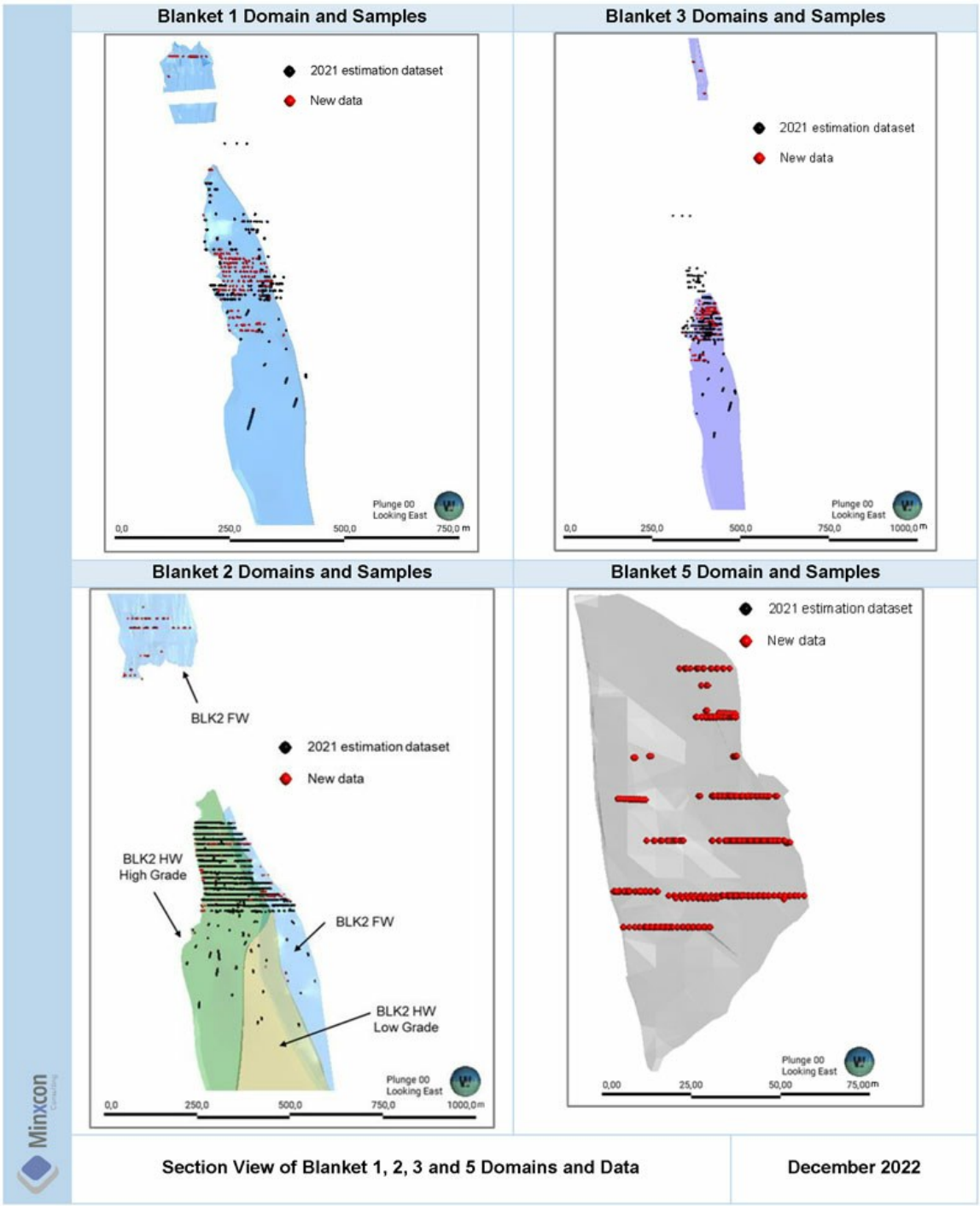
As part of the import into Leapfrog the samples and associated grade inside wireframes and grade outside is compared to display how closely the wireframes honour the data and shows where any possible grade exclusions occur.

iii. Domaining

Wireframes received from Blanket Mine were checked and imported into Leapfrog Edge for estimation. A requirement for Leapfrog is that the wireframes are closed and have no cross overs. As part of the validation exercise, Leapfrog's boundary validation function was utilised. The domains and data utilised in the 2022 estimate per orebody is detailed below.

Blanket 1, Blanket 3, and Blanket 5 have single domains. While Blanket 2 has a FW and a HW orebody both with two domains. These are separated into High Grade ("HG") and Low Grade ("LG") domains (Figure 16). The data update from 2021 to 2022 is illustrated per domain. Previous 2021 data is shown in black, while new 2022 samples are depicted in red.

Figure 16: Section View of Blanket 1, 2, 3 and 5 Domains and Data



Blanket 4 and Blanket 6 occur around the Wenlock fault. Blanket 4 has one domain and Blanket 6 a HW and FW domain (Figure 17). Blanket Feudal occurs in the upper levels of the Blanket section. BQR is divided into a FW and HW unit, and the HW is further divided into a Northern and southern domain based on grade (Figure 18).

Figure 17: Section View of Blanket 4 and 6 Showing Domains and Data

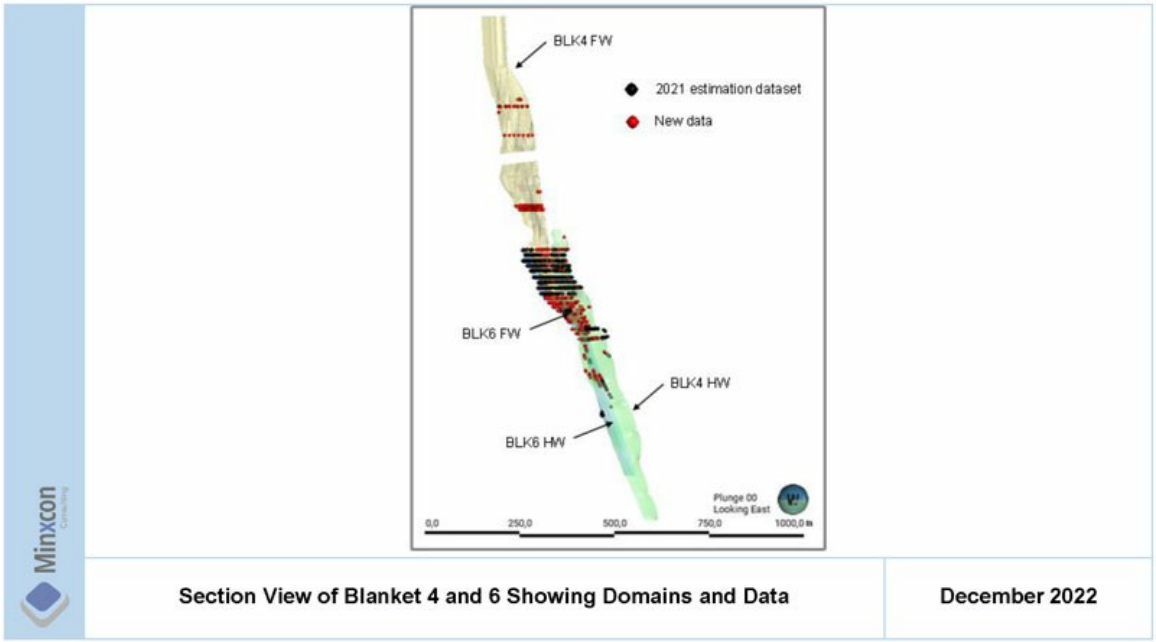
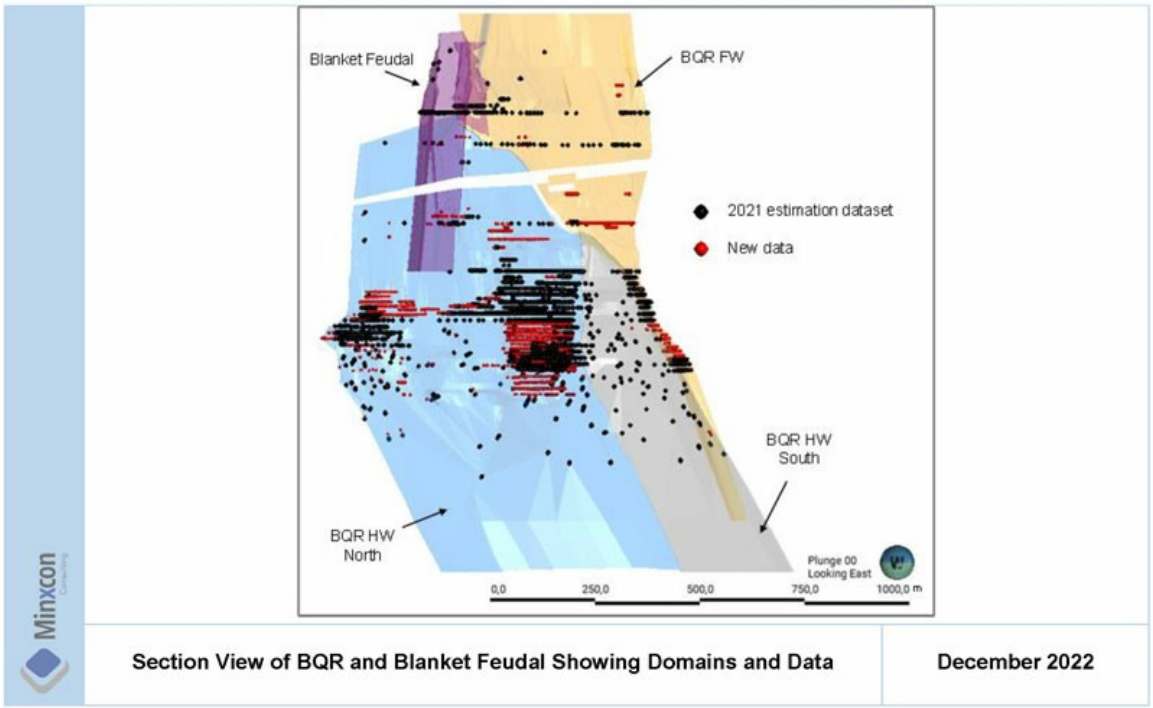
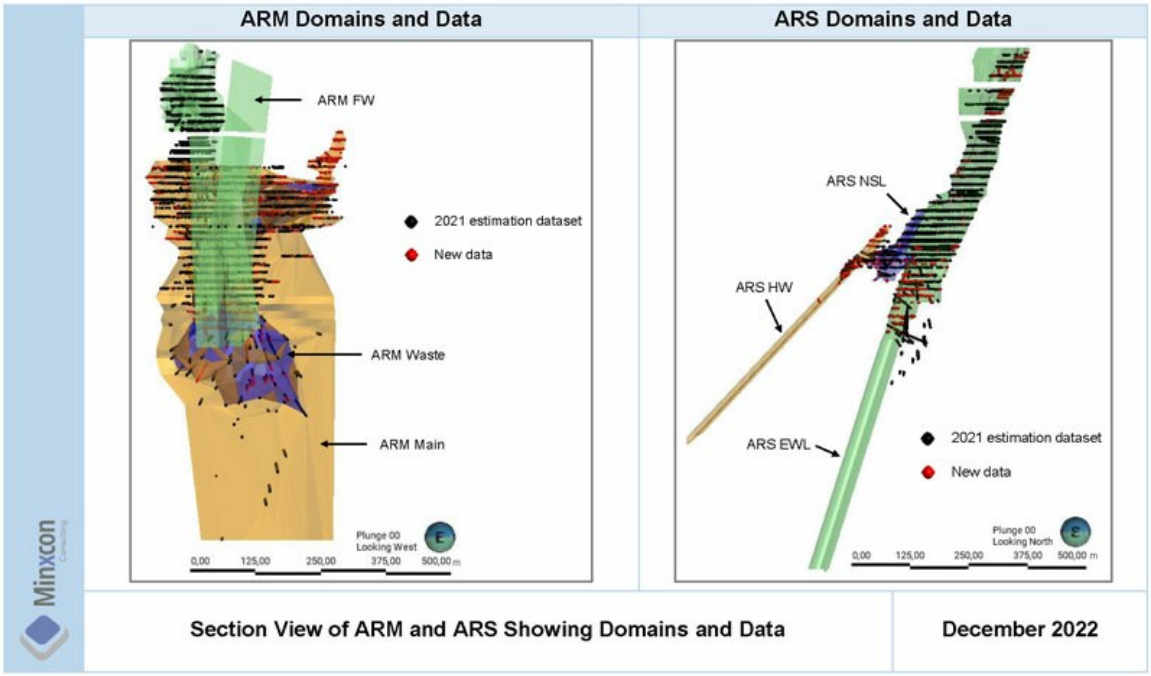


Figure 18: Section View of BQR and Blanket Feudal Showing Domains and Data



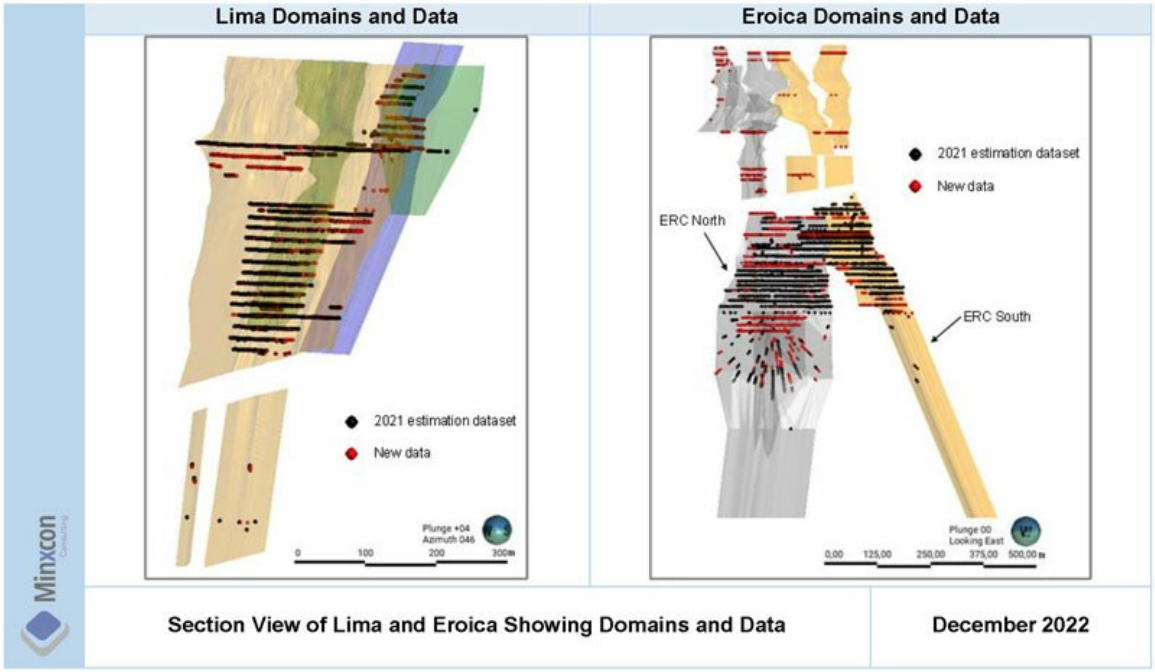
For the main ARM orebody, an internal waste unit is present, this is clipped out and excluded from the ARM estimate. ARS has three domains, EWL, NSL and HW, all three are estimated separately (Figure 19).

Figure 19: Section View of ARM and ARS Showing Domains and Data



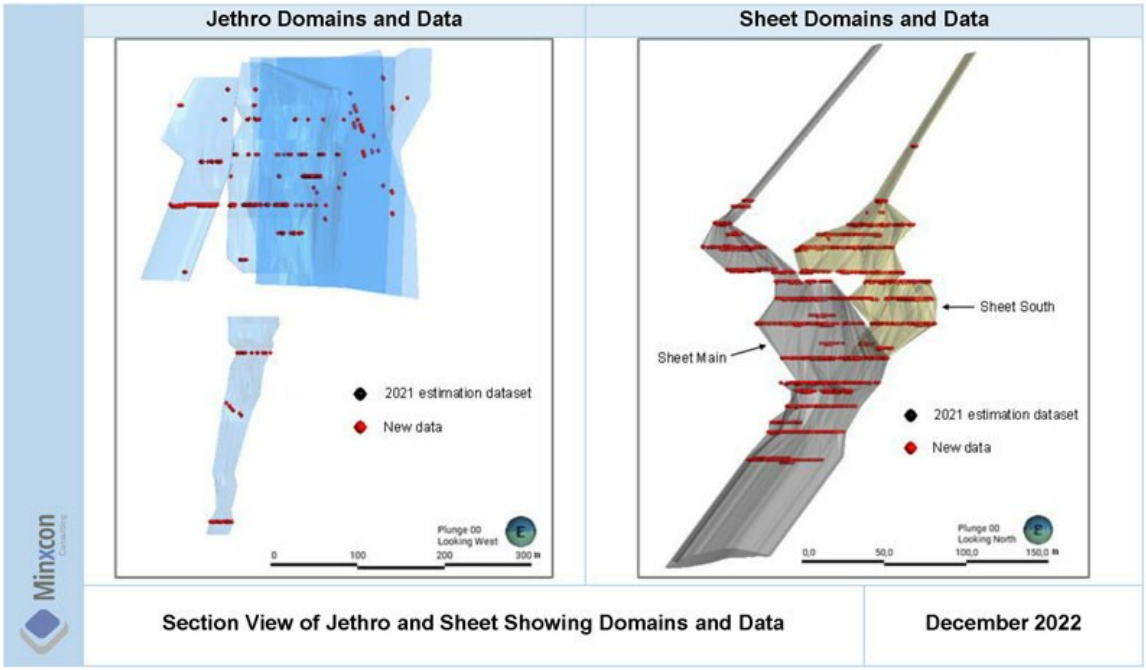
Lima is divided into three domains, Main, Inter-reef, and FW, all three domains were estimated (Figure 20). Eroica is divided into two domains, ERCN and ERCS (Figure 20).

Figure 20: Section View of Lima and Eroica Showing Domains and Data



Sheet has two domains and Jethro is constitutes one domain (Figure 21).

Figure 21: Section View of Jethro and Sheet Showing Domains and Data



iv. Outlier Analysis

Capping is applied to the data prior to kriging to limit the influence that anomalously high grades may have during estimation. A top cap was applied in Leapfrog Edge for variography and estimation. Probability plots were utilised to identify anomalous grade values.

v. Data Compositing

Compositing is performed for all orebodies based on the most common sample length. The QPs agree with the compositing strategy employed for the resource estimation dataset. The composite applied was 0.6 m.

vi. Geostatistical Analysis and Variography

All variography was carried out in Leapfrog Edge. The previous 2021 semi-variogram models were updated where necessary using the new 2022 estimation datasets. Orientations previously determined were generally maintained unless there was a major change to the domain's wireframes and data.

Kriging neighbourhood analysis ("KNA") was undertaken to assess the optimal parameters for estimation in each of the separate domains. Different scenarios of minimum and maximum samples are run and the results plotted to define the estimation parameters for which the highest quality result can be kriged, this quality is measured by Slope of Regression ("SoR"), and kriging variance. The block sizes utilised for parent cell estimation were 3 m in x, 10 m in y and 10 m in z. This block size was chosen based on the requirements to enable an accurate representation of the data. The smaller block size in x was chosen to capture the variability in the shortest orientation of the orebodies. Sub-celling to 1 m was performed on the block models.

At lower search volumes, more samples are available (typically mining areas), and a higher minimum and maximum can be used, while further from the well-informed areas, the minimum and maximum samples will decrease to ensure more weighting is applied to nearby samples. An ordinary krige was employed were possible. Where the estimate did not inform the block model due to an increasing distance from sample data, a simple krige was employed. A declustered mean run with a shifting origin was utilised to determine the global mean value per domain where required. The distance from samples and search volume used to inform the block model is reflected in the Mineral Resource Classification.

vii. Block Model Creation and Grade Interpolation

Parent cell estimation with sub-celling was applied. The parent cell size is 3 m(X) by 10 m(Y) by 10 m(Z). Sub-celling down to 1 m was applied to capture the resolution that exists in the geological models. The Y direction is approximately along strike and the Z direction is approximately down-dip, the smallest parent cell size in the X direction (3 m) is orientated along the thinnest direction of the orebody.

QPs utilised Leapfrog Edge software for running the estimates. Individual orebodies were domained to reflect high and low-grade areas. The domain wireframes were used as hard boundaries during estimation. This ensures that only samples falling within the domain wireframe's extents were utilised during estimation. Variograms could be generated for most of the domains allowing for ordinary kriging to be performed. Where the estimate needed to extend far beyond the range of the data a simple krige was employed. This is detailed per domain along with the estimation parameters employed. Robust variograms could not be generated for the Blanket Feudal and Blanket 4 Footwall domains. Therefore, inverse distance estimates were employed for these domains.

viii. Bulk Density

Between May 2016 and February 2020, 32,633 SG samples were taken for Blanket Mine. Only the orebodies under review and valid samples (totalling 25,260) were considered. The average for all orebodies is 2.88 and this was applied in tonnage calculations for all orebodies.

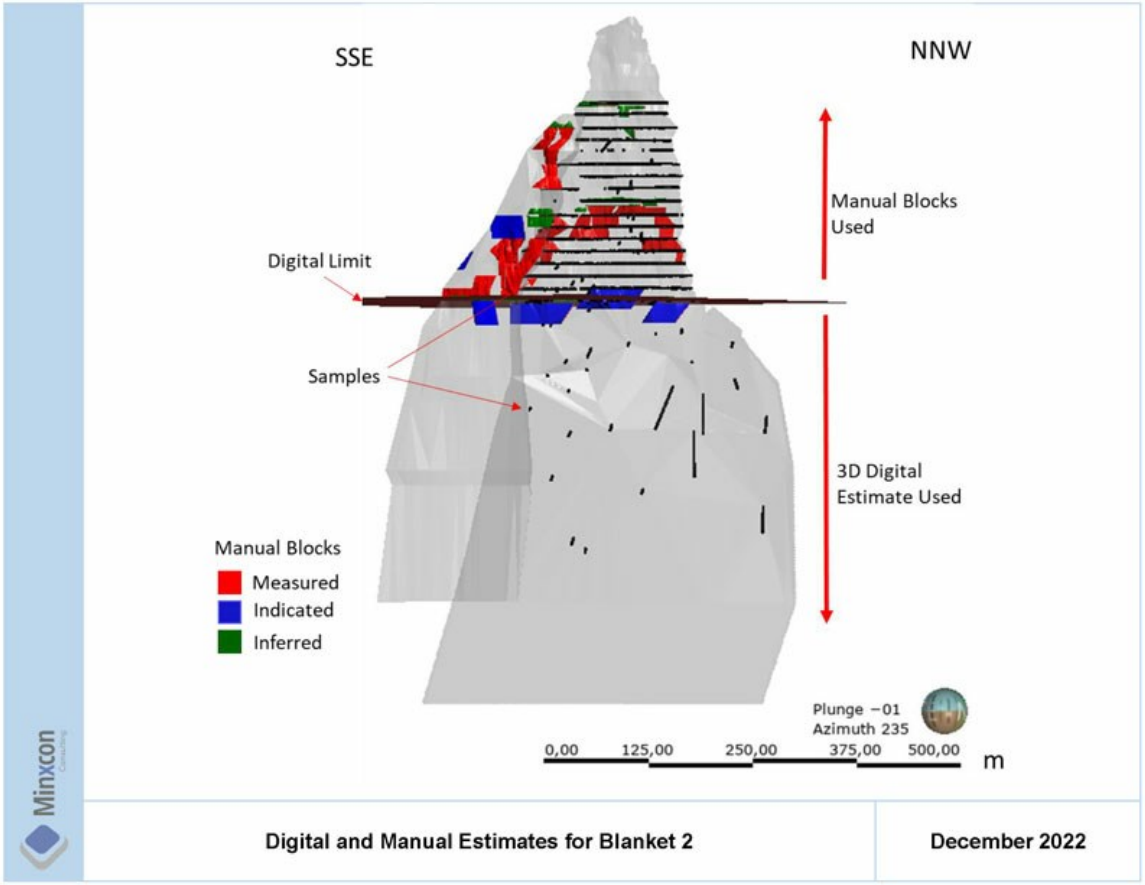
ix. Grade Estimation

Digital 3D estimates into block models per domain were performed using Leapfrog Edge. The digital estimates replaced the combined digital and manual block listings that were used in 2021. In 2021, digital estimates were performed below a specific level as detailed in Table 10. Manual block listings were reported above these levels (Table 10). An example of the combined digital and manual block listing methodology employed in 2021 for the Blanket 2 domain is illustrated in Figure 22.

Table 10: Dimensions of Each Orebody Along with Depth from which the 2021 Digital Estimate Occurred

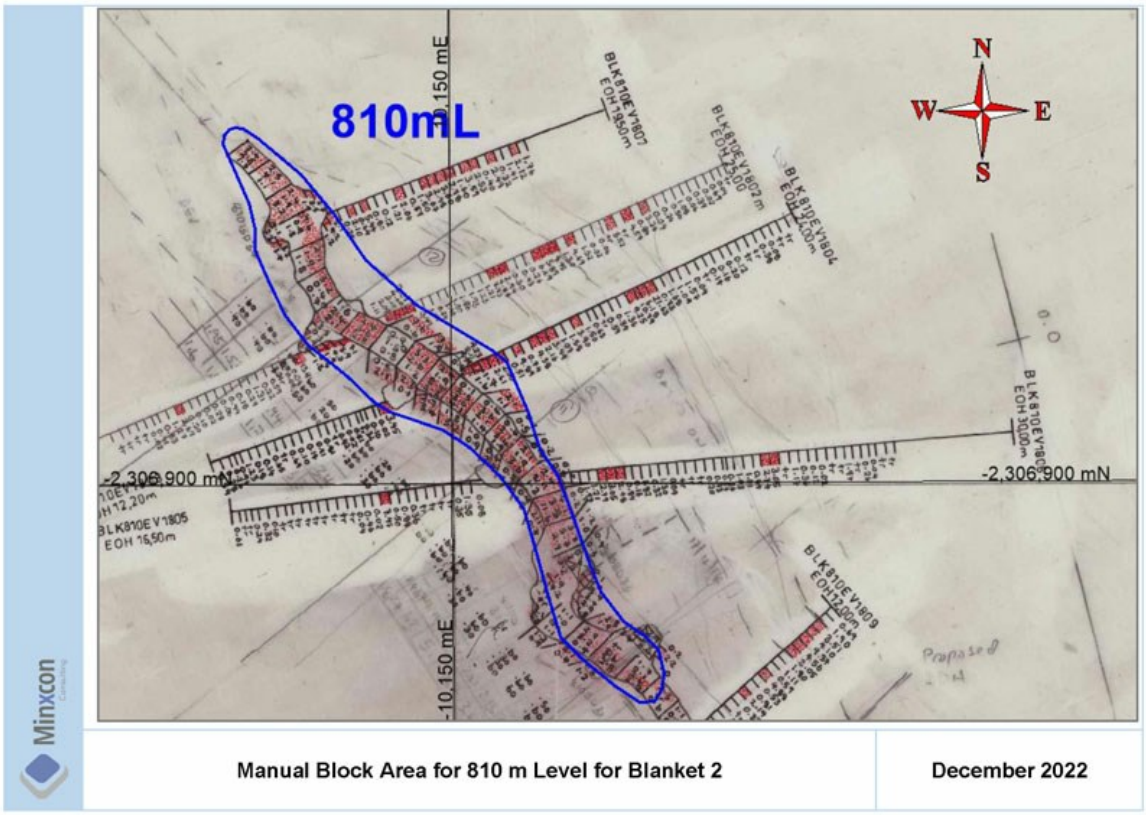
Orebody	Strike	Width	Depth	Digital from Level Down	Digital from Elevation down (amsl)
	m	m	m		
Blanket 1	173	3	-215	22 Level	389
Blanket 2HW	351	3.5	-214	26 Level	269
Blanket 2FW	244	2.7	-215	22 Level	389
Blanket 3	165	3.8	-215	22 Level	389
Blanket 4	35	7	-93	22 Level	389
Blanket 6HW	35	8.2	-91	22 Level	389
Blanket 6FW	34	10.5	-94	22 Level	389
BQR HW	880	3	-215	22 Level - manually edited limit	389 - manually edited limit
BQR FW	520	2.5	-94	22 Level	389
BF	390	2.6	508	7 Level	878
ARS NSL	174	15	312	22 Level	389
ARS EWL	147	15	-95	22 Level	389
ARS HW	60	15	229	22 Level	389
ARS Ext	210	4.5	-215	22 Level	389
ARM Main	395	12	-97	22 Level	389
ARM HW	45	12	497	22 Level	389
ARM FW	94	12	383	22 Level	389
Lima Main	285	2	324	Total Digital	
Lima FW	98	2	814	Total Digital	
Lima Inter	235	2	654	Total Digital	
ERCS	105	5	-91	22 Level	389
ERCN	255	5	-92	22 Level	389

Figure 22: Digital and Manual Estimates for Blanket 2



Manual block listings utilised assay plans to define grade and tonnages. The grade of each block was calculated by averaging the length weighted grades of all the samples in the bottom and top drives of the block. The area is then measured to obtain the area per level. The upper and lower level is then averaged and the perpendicular distance between the levels is used to determine the volume. The SG was applied to calculate the tonnes per block. An example for Blanket 2 is shown in Figure 23, the outlined perimeter is the area measured for this level.

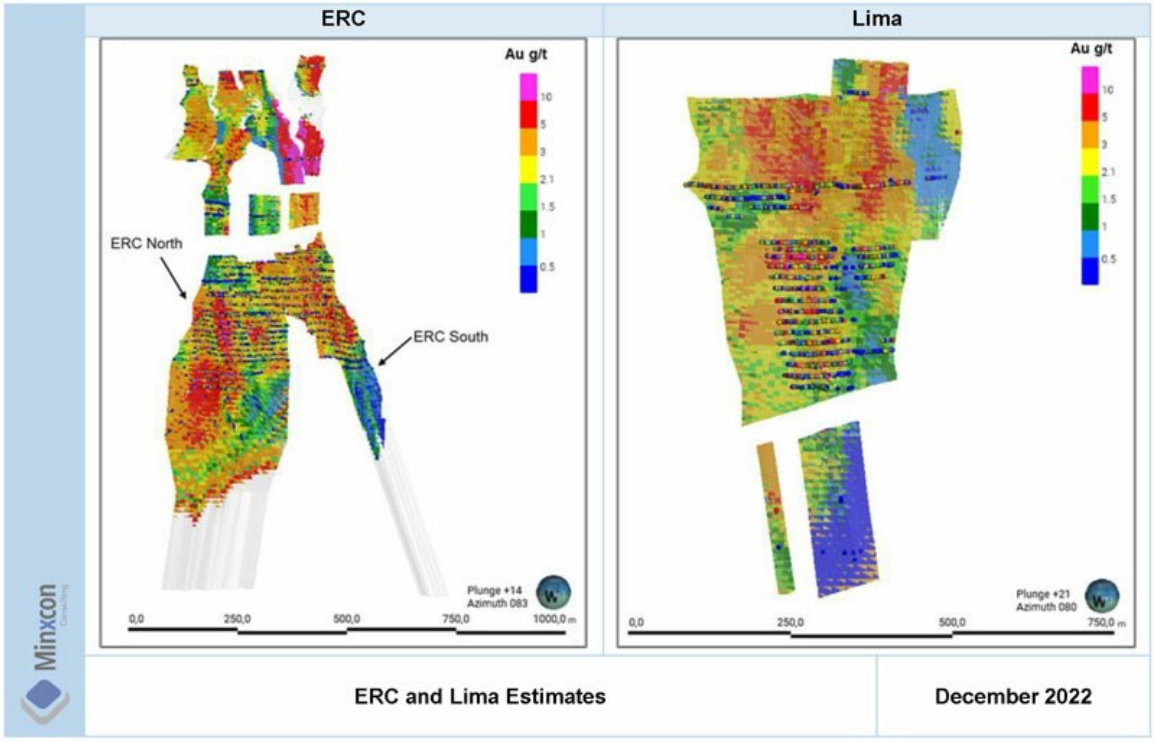
Figure 23: Manual Block Area for 810 m Level for Blanket 2



In the 2022 estimates, all manual block listings are completely replaced by digital 3D block model estimates for all orebodies and domains. Due to the use of averages, the physical volumes created in 3D space differs from the volumes calculated manually. An expected difference between the 2021 and 2022 estimates is a decrease in grade, as the manual block listings typically only consider selective higher grade mining areas (reserves). Alternatively, the digital estimate considers potential larger resource areas that forms part of the geological model and electronic sampling database. In addition, an average grade is calculated between two adjacent levels in the manual block listings versus a kriged estimate that utilises samples within the search ellipse confined by the domain orebody wireframe. However, samples used in estimates are typically limited to reduce smearing and keep the estimate as local as possible.

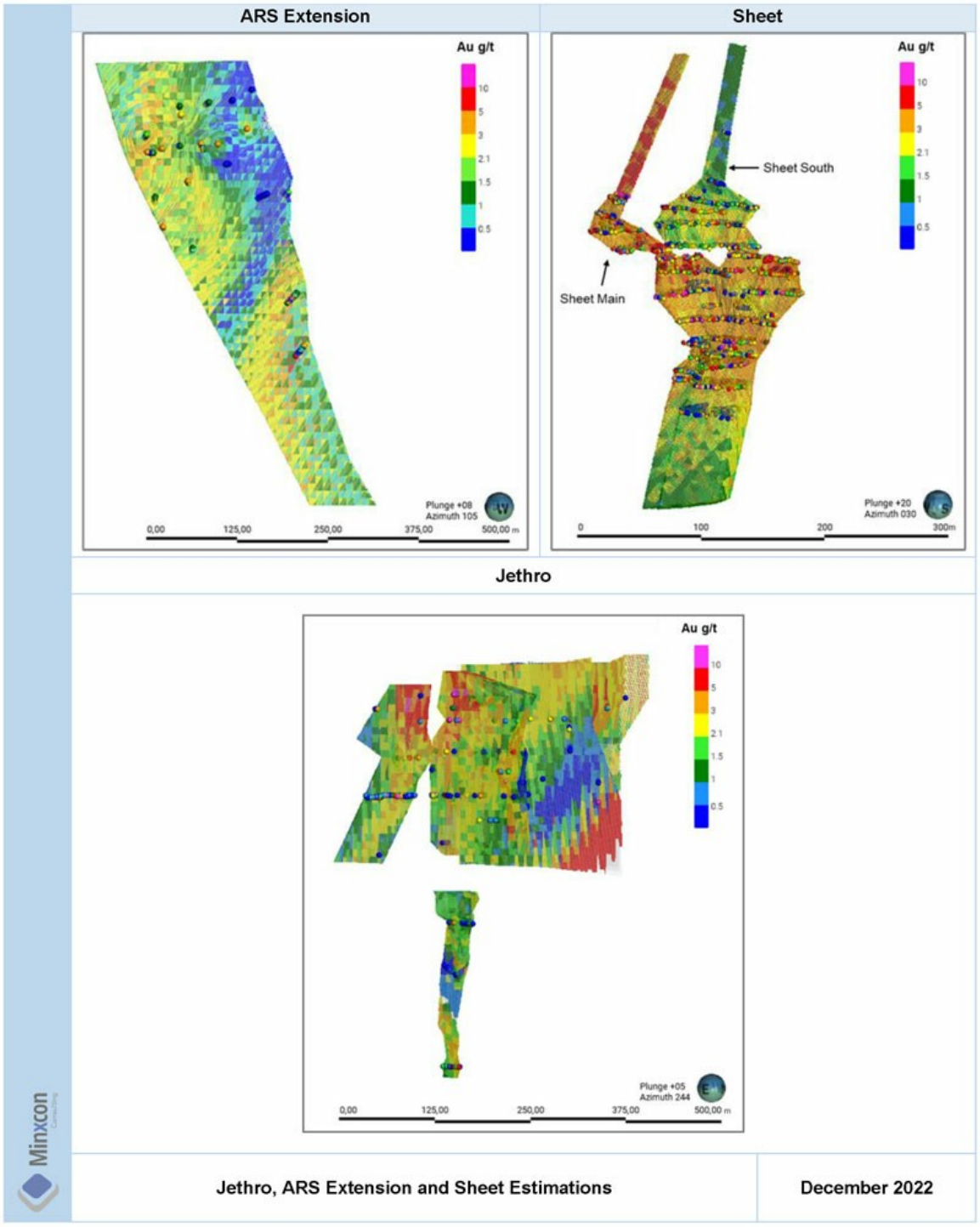
The estimation results were compared visually to the data to confirm continuity between the data and block models (Figure 24 to Figure 30). Figures illustrate un-depleted models with no additional filters applied. The Lima and Eroica estimates are depicted in Figure 24 and reflect the data well.

Figure 24: ERC and Lima Estimations



The Jethro block model is depicted in Figure 25. Data is very limited in this domain; however, the data compares well to the estimate. ARM orebodies are shown in Figure 25, the internal waste unit captures the low-grade portions of ARM, with higher grade being covered by ARM Main. ARS is illustrated in Figure 25.

Figure 25: Jethro, ARS HW and ARS NSL Estimations



The estimations for ARS extension and Sheet are shown in Figure 26. Blanket 1 and Blanket 2 estimations are shown in Figure 27.

Figure 26: ARS Extension and Sheet Estimations

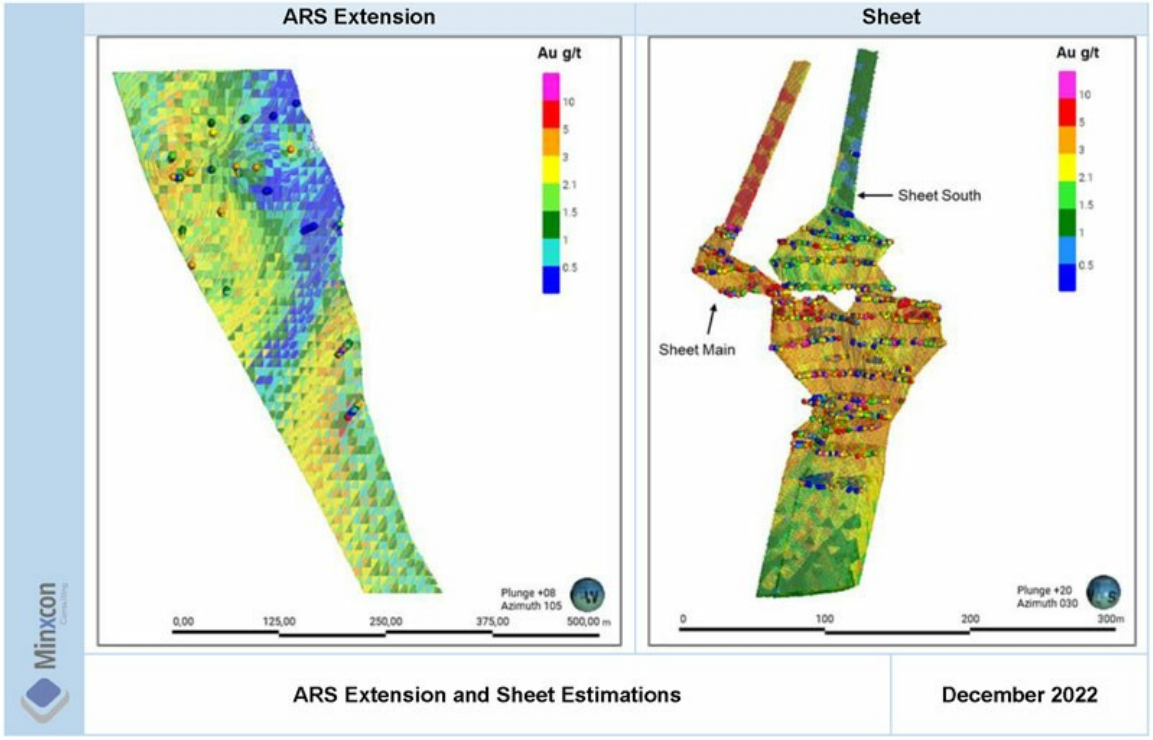
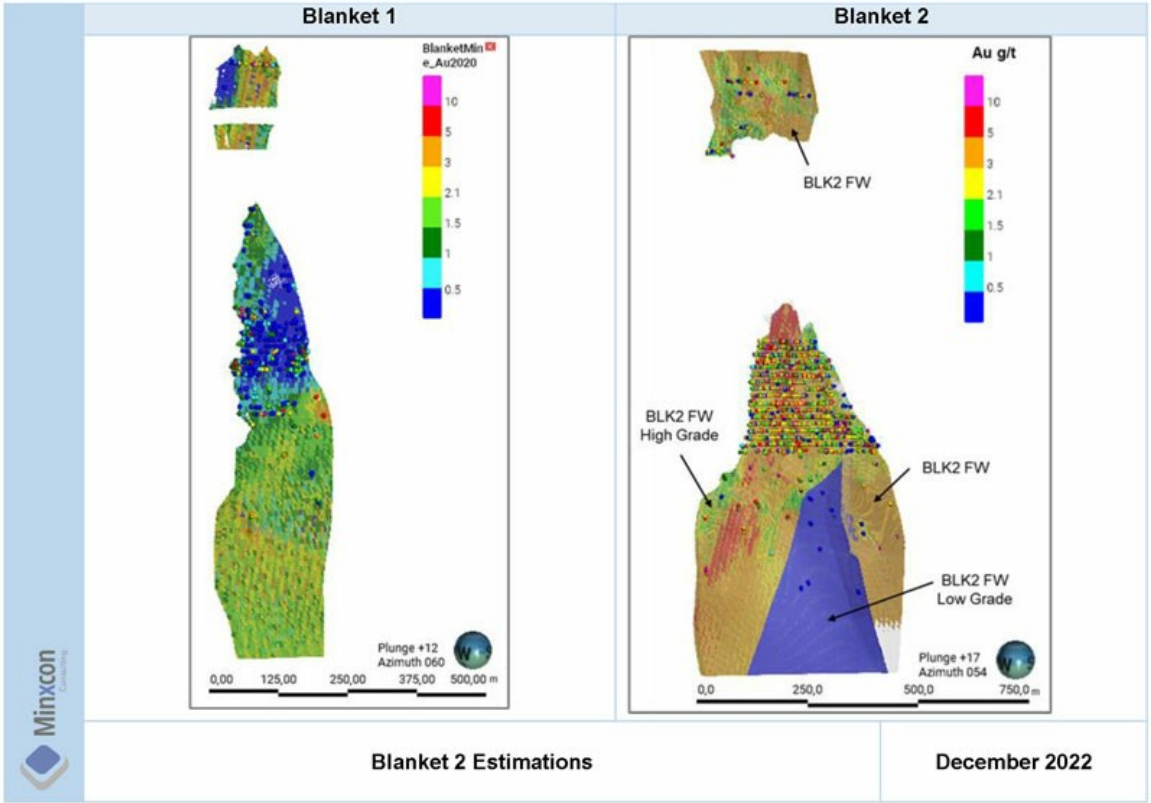
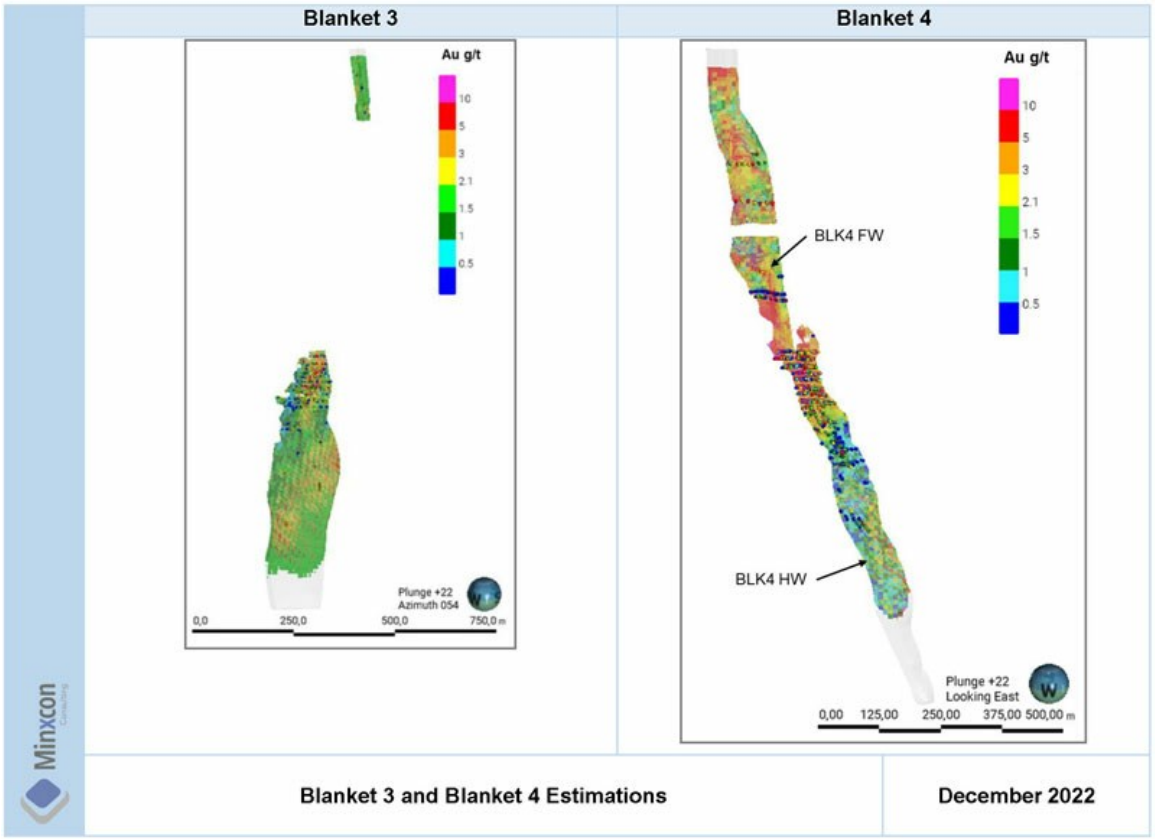


Figure 27: Blanket 1 and 2 Estimations



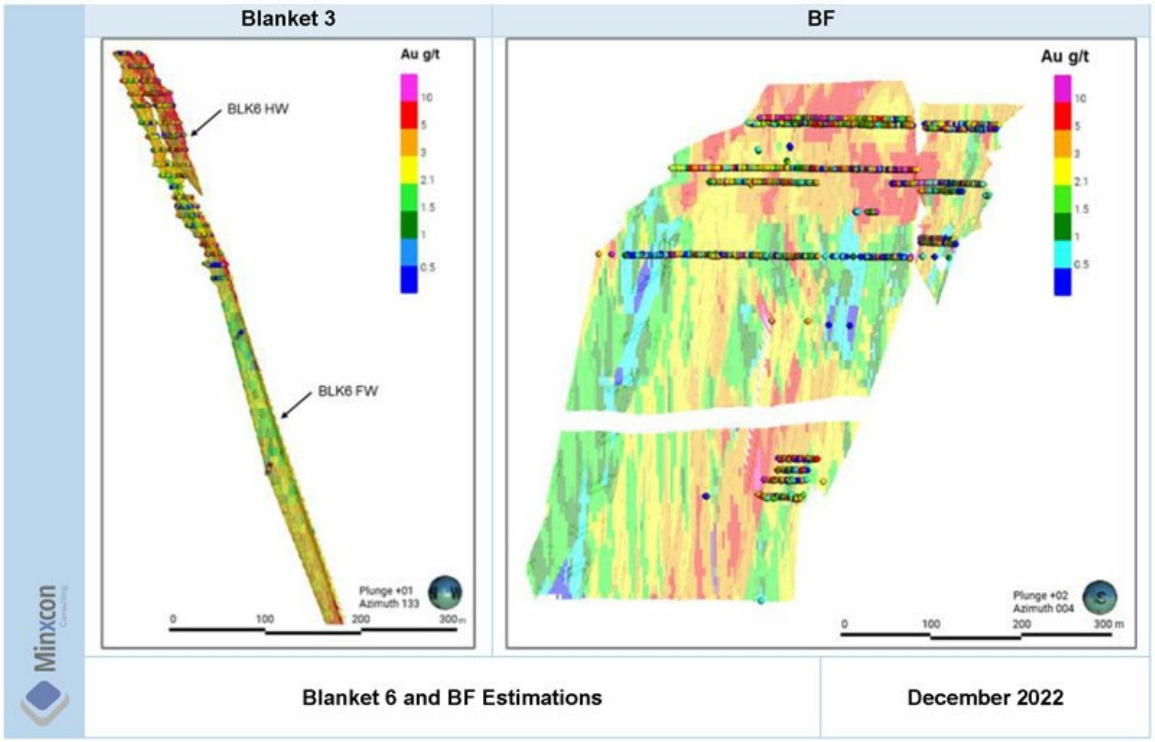
Blanket 3 estimation is shown in Figure 28, with some high-grade intersections down-dip. Blanket 4 is also shown in Figure 28, with lower grades intersected to depth.

Figure 28: Blanket 3 and Blanket 4 Estimations



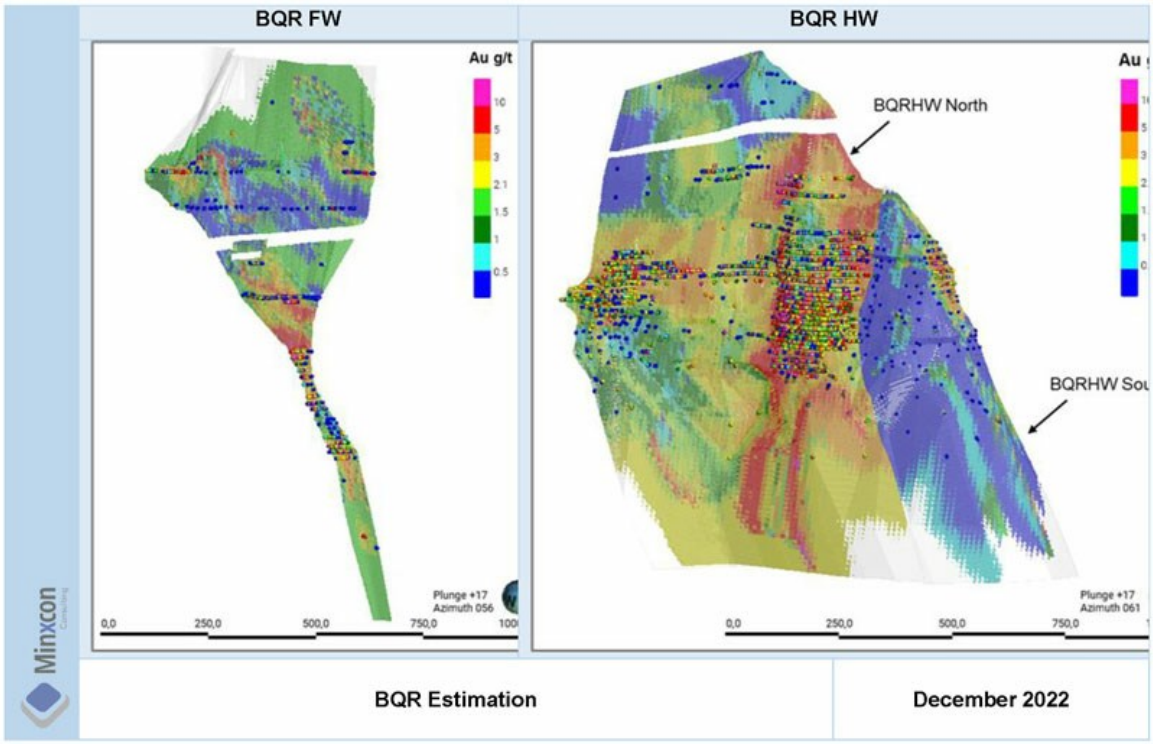
Blanket 6 is shown in Figure 29, Blanket 4 and BQR are closely associated with Blanket 6. The BF estimate is also shown in Figure 29, the domain has many samples higher in the domain and very few at depth.

Figure 29: Blanket 6 and BF Estimations



The BQR estimates are shown in Figure 30. The domaining in BQR HW shows are clear separation into high-grade and low-grade domains.

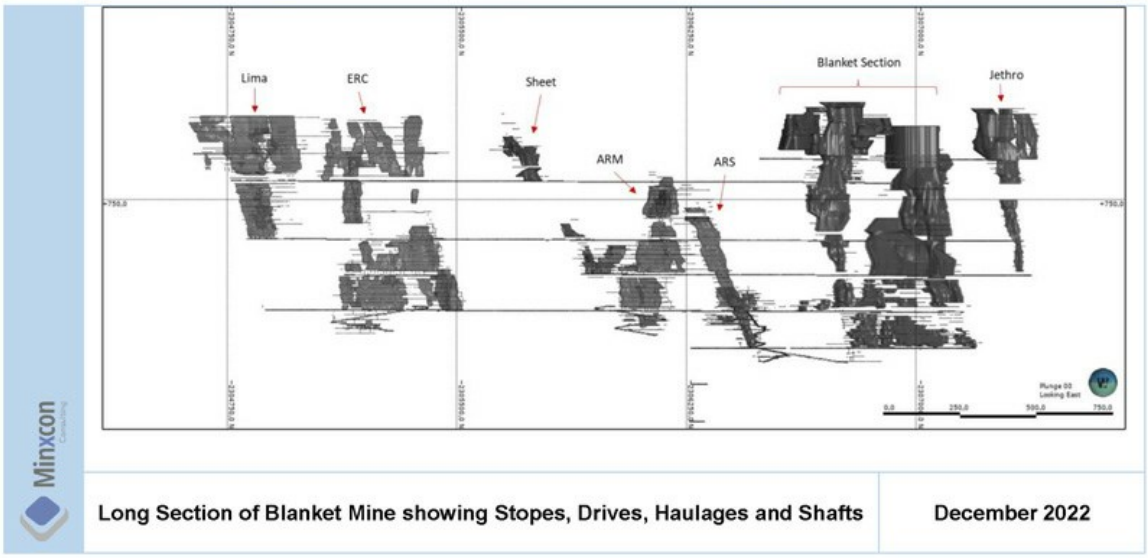
Figure 30: BQR Estimation



x. Mining Depletions

Depletions are correct as at 31 December 2022. All haulages, development and stoping is accounted for in the block models and the Resource excluding mining is presented in Mineral Resource tabulations. An image of all stoping and development is shown in Figure 31.

Figure 31: Long Section of Blanket Mine showing Stopes, Drives, Haulages and Shafts



xi. Block Model Validation

The purpose of swath plots is to verify the estimate versus the original input data. Swath plots show the average of the samples versus the average of the estimate within the same perimeter (swath) that is spaced a regular distance apart. This is repeated in X, Y and Z space to get a representative view of the correlation in all orientations. For Blanket, swaths in Y are generally across strike and swaths in X are along strike, swaths in Z represent the down-dip direction. This is typically displayed with an additional estimation technique, an inverse distance estimate in this instance. This aids in determining if any variance is due to the estimation technique. In all instances, the inverse distance weighting and ordinary kriging estimates compare well.

In addition, all swath plots compare well with the data. Better-informed domains show the best swaths, with sparsely sampled domains less so (e.g., Blanket 5).

The following are reflected on the swath plot analysis (SVOL1):-

- Sheet: The swath of the Ordinary Kriged estimates show a good correlation with the Inverse Distance estimate and data with some degree of smoothing compared to the data. Smoothing at the edge of the data limits results in estimated grades that are higher than the data.
- ERCN domain, the swaths accurately reflect the data, with good correlation in X and Y directions. Ordinary Kriging results in smoothing relative to the data with swaths close to the edge of the estimates showing an under or over-estimate relative to the data.
  ERCS domain: A good correlation is seen with the data and Inverse Distance estimate.
- Lima Main domain: The swaths of the Ordinary Kriged estimate shows some smoothing relative to the data. However, there is a good correlation with the Inverse Distance estimate and where the data is dense; some over estimation is observed at the edge of the data limits.

Lima FW domain: The swaths of the Ordinary Kriged estimate shows a good correlation with the data and Inverse Distance estimate.
Lima Intermediate: The swaths of the Ordinary Kriged estimate shows some smoothing relative to the data; however, a good overall correlation is observed from the swath plots. A small degree of under, or over-estimation, occurs at the edge of the data limits.

- Jethro: The swath plots illustrate smoothing of the Ordinary Kriged estimates relative to the data. However, a good correlation is observed between the Ordinary Kriged and Inverse Distance estimates. Smoothing at the edge of the data limits results in under, or over-estimation relative to the data.
- ARS HW domain: north-south orientated swaths show good correlation between the data, Ordinary Kriged and Inverse Distance estimates. East-west orientated swaths shows that Ordinary Kriged Inverse Distance estimates are smoothing relative to the data.
  ARS EWL domain: A good correlation is observed between the Ordinary Kriged and Inverse Distance estimates and data. Smoothing is observed at the edge of the data resulting in under, or over estimation compared to the data.
  ARS NSL domain: A good correlation between the Ordinary Kriged, Inverse Distance estimates and data are observed.
  ARS Extension: The swath plots show a good correlation to the data, with some smoothing of the estimates compared to the data.
- The ARM Main domain: The Ordinary Kriged and Inverse Distance estimates show a good correlation to the data.
- The ARM FW domain: The Ordinary Kriged and Inverse distance estimates show a good correlation with smoothing relative to the data observed. This results in areas that have higher Au grade estimates compared to the data.
- The Blanket 1 domain: The Ordinary Kriged and Inverse distance estimates show a good correlation with smoothing relative to the data observed. Areas at the edge of the data, or swath show a degree of over-estimation compared to the data. It is noted there are some significant high grades which skew the average for the data, while kriging serves to smooth the effects of these outliers.
- The Blanket 2 HW HG domain: The Ordinary Kriged and Inverse Distance estimates show a good correlation with the data with some degree of smoothing. Estimates near the edge of the data show a possible under, or over-estimate compared to the data due to smoothing.
  The Blanket 2 HW LG domain: A good correlation between the estimates and the data is observed.
  The Blanket 2
  FW HG domain: A good correlation between the Ordinary Kriged and Inverse Distance estimate and the data is observed. A small degree of smoothing is evident in the estimate relative to the data.
- Blanket 3: The Ordinary Kriged and Inverse Distance estimates observed from the swath plots show a good correlation to the data.
- Blanket 4 HW domain: The Ordinary Kriged and Inverse Distance estimates observed from the swath plots show a good correlation to the data.
- Blanket 4 FW domain: The east-west orientated swaths illustrate that some areas may have been under, or over-estimated compared to the data. However, the north-south and Z directions are more representative of the direction of continuity and show good correlation.
- The Blanket 5: A good correlation is observed the estimates and the data.
- Blanket 6 domains: A good correlation is observed the estimates and the data. The Ordinary Kriged estimates shows some degree of smoothing relative to the data.
- BQR FW: Swath plots show some smoothing relative to data, due to some higher-grade outliers increasing the average of the grade for the samples. Swaths in the X and Z directions show better correlation with the data.

BQR HWN and BQR HWS: Swaths of the Ordinary Kriged and Inverse Distance estimates show a good correlation with some smoothing relative to the data.

- BF: A good correlation is seen from the swath plots. The Inverse Distance estimate shows smoothing relative to the data.

II. Initial Assessment

The QP undertook an initial assessment of the mineralised body to determine the reasonable prospects of eventual economic extraction ("RPEEE").

Economic, metallurgical, and mining parameters were used to derive the cut-offs. The parameters are tabulated in Table 11. The gold price used is the 90th percentile of the real term gold price since 1980, which currently fluctuates between USD/oz 1,800 and USD/oz 2,000, and the total operating cost supplied by Blanket Mine, for reasonable prospects of eventual economic extraction. The plant recovery and mine call factor are also based on the Blanket Mine historical production figures. Reasonable prospects of eventual economic extraction are based on a 10-to-15-year view for precious metals.

Table 11: Cut-off Derivation Factors

Parameter	Unit	Quantity
Metal price	USD/oz	1,800
Total operating cost (Mining and Processing)	USD/t	77
Dilution	%	8
Plant recovery factor	%	94
Mine call factor	%	100

All underground Mineral Resources are stated at a cut-off grade 1.5 g/t. The QP deems the total Mineral Resource as stated in this TRS to have RPEEE.

III. Mineral Resource Classification

Mineral Resources have been reported separately in the Measured, Indicated and Inferred Mineral Resource categories. Inferred Mineral Resources have been reported separately and have not been incorporated with the Measured and Indicated Mineral Resources. Inferred Mineral Resources have a low level of confidence and while it would be reasonable to expect that the majority of Inferred Mineral Resources would upgrade to Indicated Mineral Resources with continued exploration, due to the uncertainty of Inferred Mineral Resources, it should not be assumed that such upgrading will occur.

For classification of Mineral Resources, variogram ranges and density of sampling were used to define Mineral Resource classification. The standardised classification criteria are summarised in Table 12.

Table 12: Mineral Resource Classification Criteria for Blanket Mine

Domains	Mineral Resource Categories		
	Measured	Indicated	Inferred
Blanket 1	NA	(SVOL = 1 or 2) and MinD<=40	(SVOL = 1 or 2 or 3 or 4) and MinD<200
Blanket 2 HW HG	SVOL = 1 and MinD <=20	SVOL = 1 or SVOL = 2	(SVOL = 1, 2, 3 or 4) and AvgD<250
Blanket 2 HW LG	SVOL = 1 and MinD <=20	(SVOL = 1 or 2) and MinD <= 40	(SVOL = 1, 2, 3 or 4) and AvgD<200
Blanket 2 FW	SVOL = 1 and MinD <=20	(SVOL = 1 or 2) and MinD <= 40	(SVOL = 1, 2, 3 or 4) and AvgD<250
Blanket 3	SVOL = 1 and MinD <=20	(SVOL = 1 or 2) and MinD<=40	(SVOL = 1, 2, 3 or 4) and AvgD<250
Blanket 4 HW	SVOL = 1 and MinD <=20 and SoR>=0.7	(SVOL = 1 or 2) and MinD<=40	(SVOL = 1, 2, 3 or 4) and AvgD<200
Blanket 4 FW	SVOL = 1 and MinD <=20 and NS >= 80	(SVOL = 1 or 2) and MinD<=40	(SVOL = 1, 2, 3 or 4) and AvgD<170
Blanket 5	SVOL = 1 and MinD <= 20 and SoR >= 0.7	(SVOL = 1 or 2) and MinD <=40 and SoR>=0.5	SVOL 1, 2 or 3
Blanket 6 HW	SVOL = 1 and MinD <=20	(SVOL = 1 or 2) and MinD<=40	SVOL 1, 2 or 3
Blanket 6 FW	SVOL = 1 and MinD<=20 and SoR >= 0.8	(SVOL = 1 or 2) and MinD<=40	(SVOL 1, 2, 3 or 4) and MinD<300
BQR FW	SVOL=1 and MinD<=20 and SoR>=0.5	(SVOL = 1 or 2) and MinD<=40	(SVOL 1, 2, 3 or 4) and AvgD<250
BQR HW NORTH	SVOL=1 and MinD<=20 and SoR>=0.7	(SVOL = 1 or 2) and MinD<=40	(SVOL 1, 2, 3 or 4) and AvgD<360
BQR HW SOUTH	SVOL=1 and MinD<=20 and SoR>=0.8	SVOL=1, 2 or 3	(SVOL 1, 2, 3 or 4) and AvgD<250
ARM Main	SVOL=1 and MinD <=20 and NS>=80	(SVOL = 1 or 2) and MinD<=40	SVOL = 1, 2 or 3
ARM Waste	SVOL=1 and MinD <=20 and NS>=80	(SVOL = 1 or 2) and MinD<=40	SVOL = 1, 2 or 3
ARM FW	SVOL=1 and MinD <=20 and NS>=80	(SVOL = 1 or 2) and MinD<=40	SVOL = 1, 2 or 3
ARS Ext.	SVOL=1 and MinD<=20 and SoR>=0.8	SVOL = 1 or 2	SVOL =1, 2, 3 or 4
BF	SVOL1 and NS>=80 and MinD<=20	(SVOL = 1 or 2) and MinD<=40	(SVOL =1, 2, 3 or 4) and AvgD<250
ERC	SVOL1 and NS>=80 and MinD<=20	(SVOL = 1 or 2) and MinD<=40	SVOL= 1, 2 or 3
JETHRO	SVOL=1 and MinD<=20 and SoR>=0.8	(SVOL=1 or 2) and MinD<=30	SVOL= 1, 2 or 3
LIMA MAIN	SVOL=1 and MinD<=20	(SVOL = 1 or 2) and MinD<=40	(SVOL =1, 2, 3 or 4) and AvgD<200
LIMA INTER	SVOL=1 and MinD<=20	(SVOL = 1 or 2) and MinD<=40	(SVOL =1, 2, 3 or 4) and AvgD<250
LIMA FW	SVOL=1 and MinD<=20	(SVOL = 1 or 2) and MinD<=40	(SVOL= 1, 2, 3 or 4) and AvgD<100
SHEET MAIN	SVOL=1 and MinD<=20	(SVOL = 1 or 2) and MinD<=40	(SVOL= 1, 2, 3 or 4) and AvgD<200
SHEET SOUTH	SVOL=1 and MinD<=20	(SVOL = 1, 2 or 3) and MinD<=40	(SVOL= 1, 2, 3 or 4) and AvgD<150
ARS EWL	SVOL = 1 and SoR>=0.7	(SVOL=1 or 2) and SoR>=0.5	SVOL = 1 or 2
ARS HW	SVOL = 1 and MinD<=20 and NS>=20	(SVOL=1, 2 or 3) and MinD<=40	(SVOL=1, 2, 3 or 4) and AvgD<100
ARS NSL	SVOL = 1 and MinD<=20	(SVOL = 1 or 2) and MinD<=40	SVOL = 1, 2 or 3

The minimum distance to samples measures the minimum distance to the nearest samples for a block being estimated. In mining areas, this distance is typically less than five to ten metres. The distance to samples increasing as you move further away from a mining area. Classification of Measured Resources generally considered estimates within 1x the variogram range and the minimum distance to data is within 20 m. Indicated resources are typically within 1.5x the variogram range and where the minimum distance from data is 40 m. The Slope of regression and number of samples were also utilised during classification for some of the domains. The classification was generally extended up to a maximum of 3X the variogram range for Inferred Resources. This is considered suitable for the Blanket orebodies as geological and grade continuity is observed from mined-out areas, and the down-dip continuity of orebodies is informed by exploration drillholes. Therefore, there is sufficient confidence in geological continuity for Inferred Resources. All classification results are manually smoothed to create connectivity between blocks and exclude outliers. For example, an isolated Measured resource block occurring within an Inferred area will be manually classified as an Inferred resource.

The Mineral Resource classification for Eroica and Lima is shown in Figure 32. The Jethro and Sheet classifications are also shown in Figure 33. The ARS and ARM classifications are also shown in Figure 34.

Figure 32: ERC and Lima Mineral Resource Classification

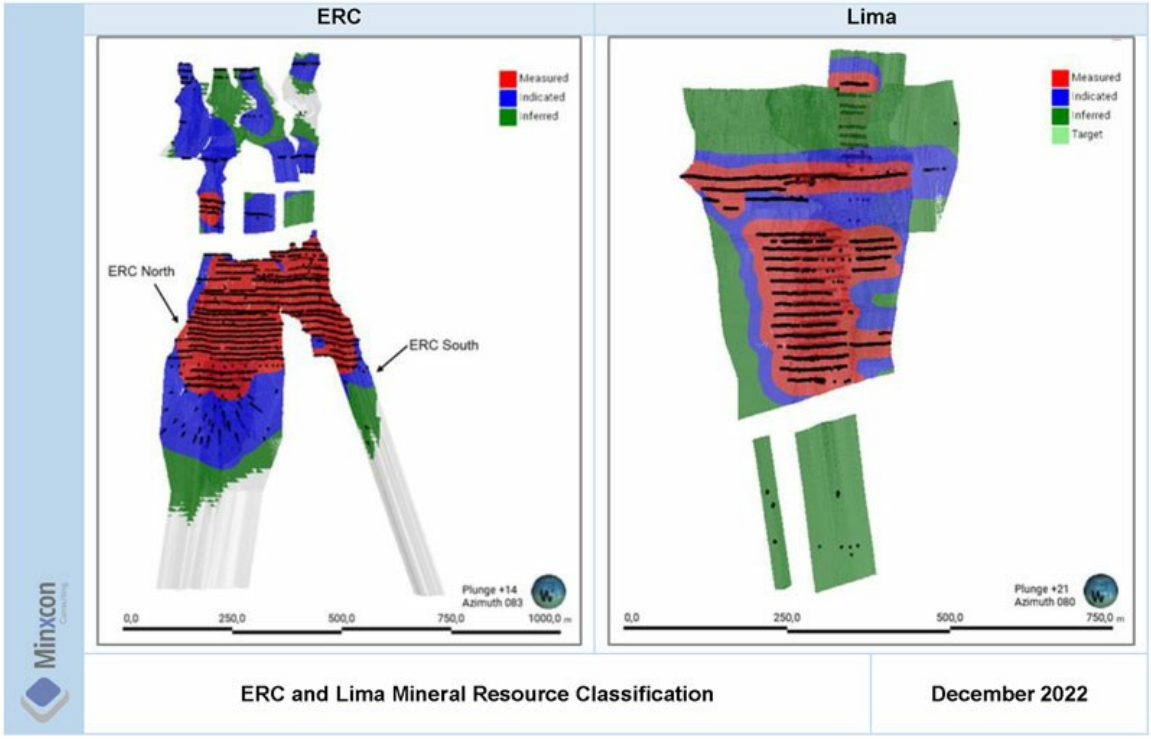


Figure 33: Sheet and Jethro Mineral Resource Classification

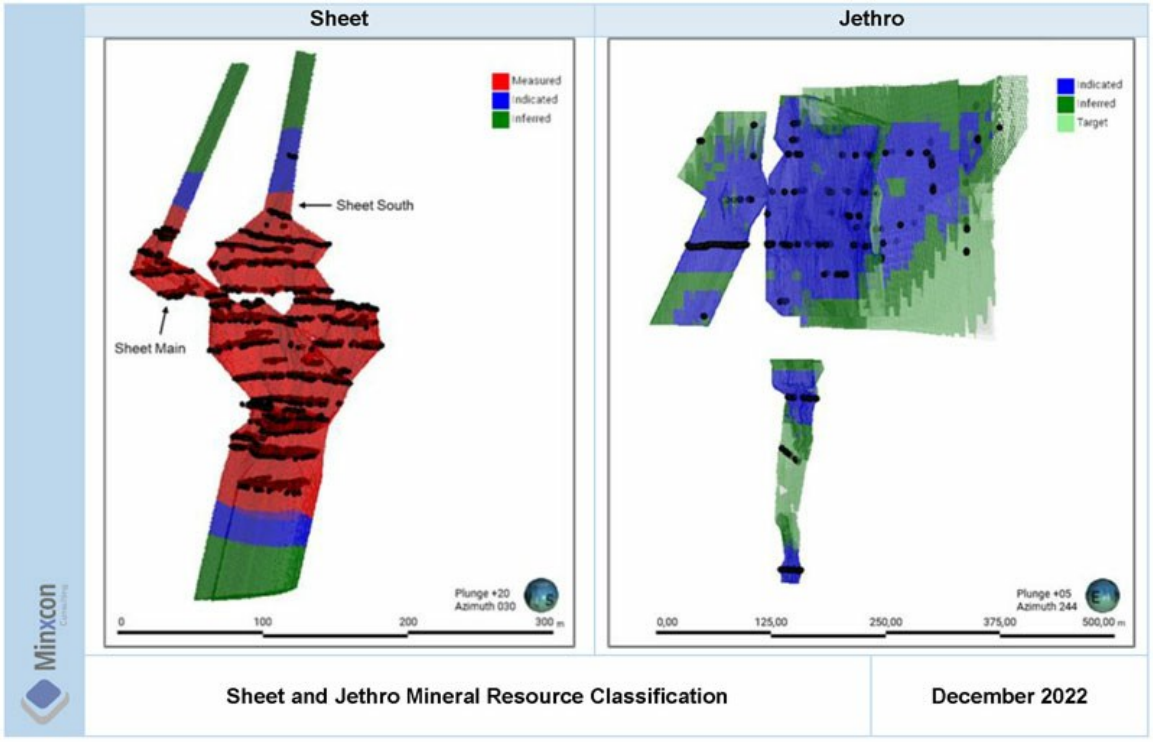
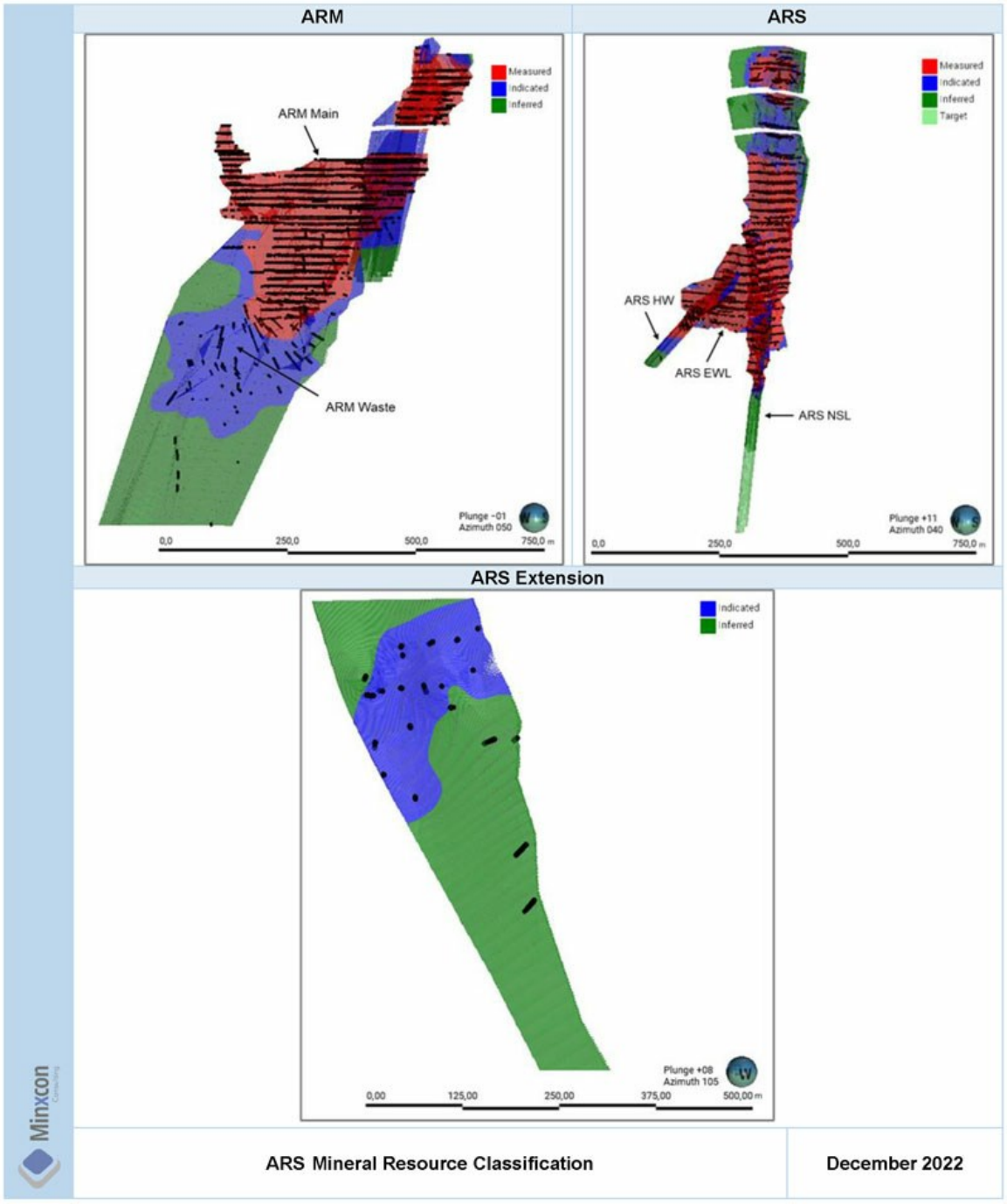


Figure 34: ARM and ARS Mineral Resource Classification



The classification applied for Blanket 1 and Blanket 2 is shown in Figure 35, while Blanket 3 and Blanket 4 classification are shown in Figure 36.

Figure 35: Blanket 1 and Blanket 2 Mineral Resource Classification

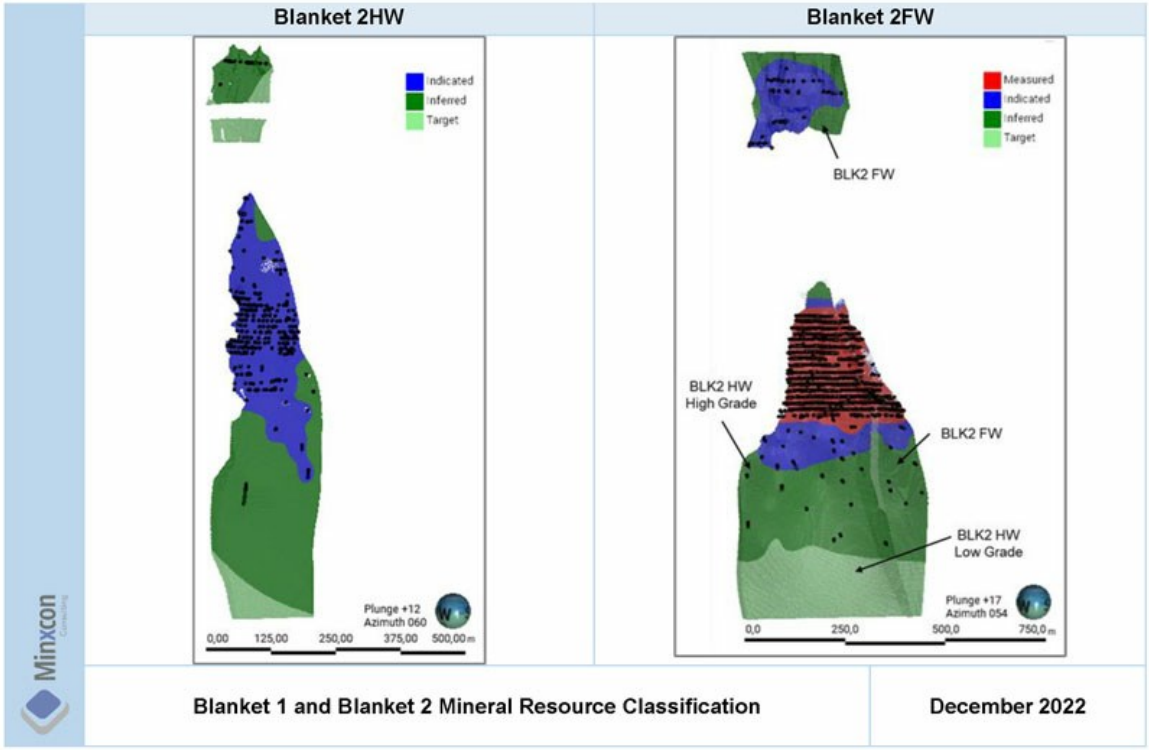
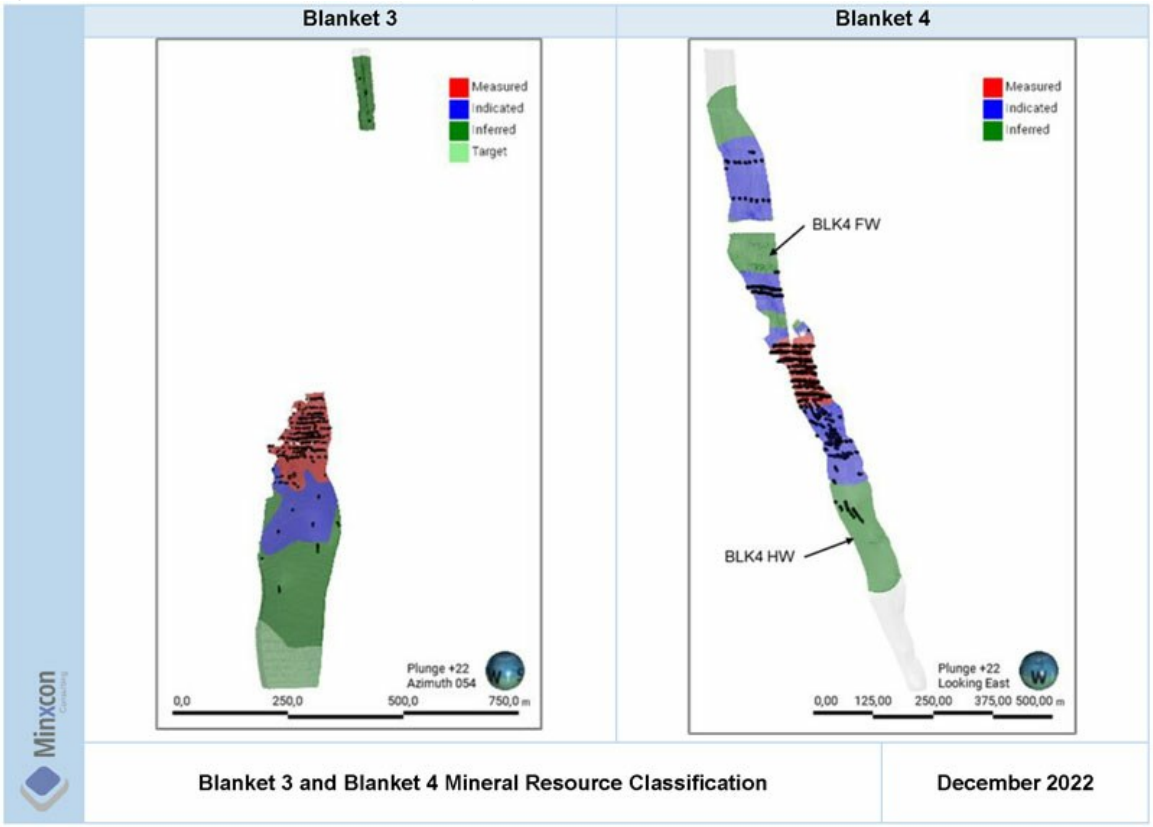


Figure 36: Blanket 3 and Blanket 4 Mineral Resource Classification



The applied classification for Blanket 5 and Blanket 6 is shown in Figure 37, and the classification for BQR FW and BQR HW is shown in Figure 38. The classification for BF is shown in Figure 39.

Figure 37: Blanket 5 and Blanket 6 Mineral Resource Classification

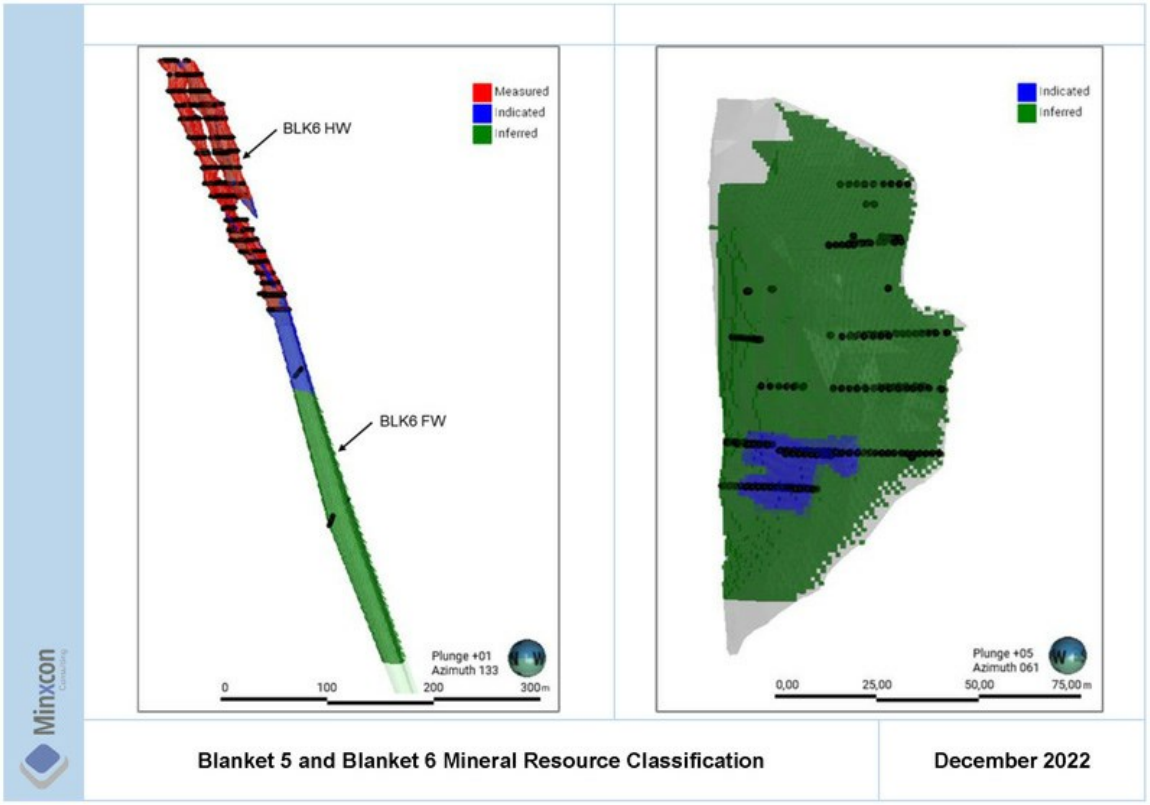


Figure 38: BQR Mineral Resource Classification

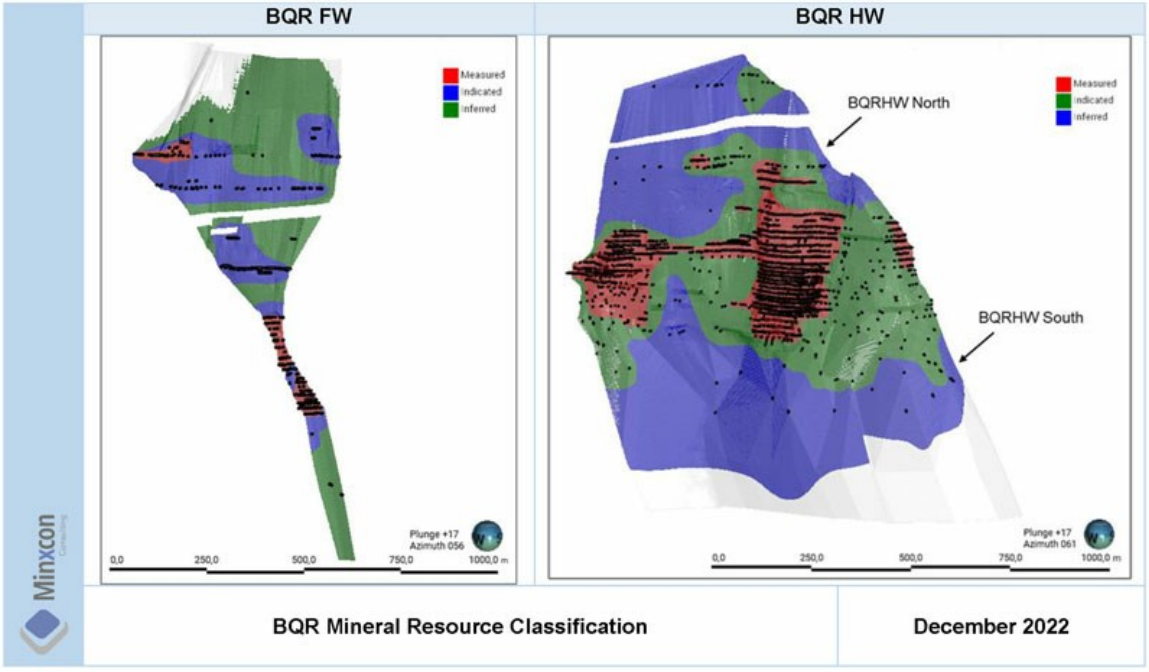
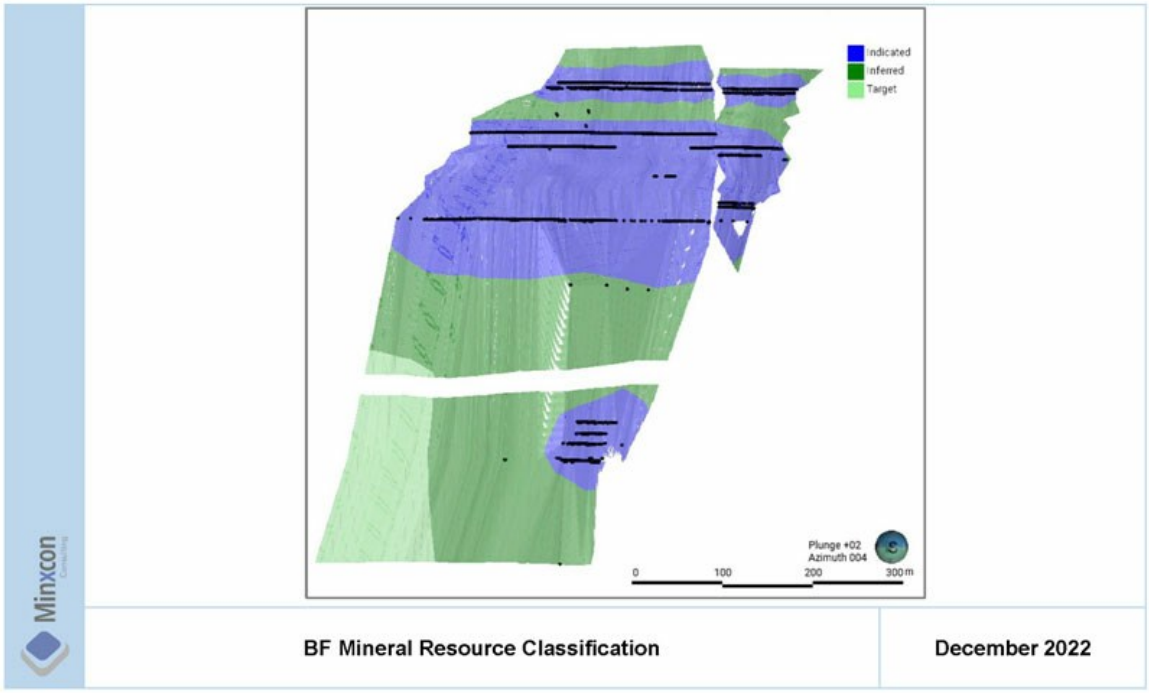


Figure 39: BF Mineral Resource Classification



IV. Mineral Resource Statement

The Combined Measured and Indicated Mineral Resources, inclusive of Mineral Reserves, declared for the Blanket operations are shown in Table 13. The Inferred Resources, inclusive of Mineral Reserves, are shown in Table 14. Mineral Resources are stated as *in situ*.

A cut-off of 1.5 g/t is utilised for all Resource declarations. A geological loss of 0% for Measured and 5% for Indicated and Inferred, in line with the current Blanket Mine practices, has been applied. It is recommended that the geological loss is changed to reflect the respective confidence levels that are reflected by the classification category. The QPs suggest 5%, 10% and 15% for Measured, Indicated and Inferred respectively. All manual estimates have been replaced by 3D digital block model estimates in 2022. The block models were depleted as of 31 December 2022.

Table 13: In Situ Measured and Indicated Mineral Resources for Blanket Mine as at 31 December 2022 (Inclusive of Mineral Reserves)

Mineral Resource Classification	Orebody	Tonnes	Au	Ounces
		t	g/t	Oz
Measured	ARM	784,859	2.78	70,202
	ARS	797,656	3.18	81,460
	BLK2	209,019	3.48	23,402
	BLK3	67,586	2.47	5,364
	BLK4	63,651	3.61	7,387
	BLK6	72,639	3.73	8,703
	BQR	626,955	3.80	76,597
	ERC	116,689	3.45	12,932
	Lima	114,039	3.20	11,727
	Sheet	118,156	2.90	11,000
Measured Total		**2,971,249**	**3.23**	**308,774**
Indicated	ARM	560,464	2.38	42,839
	ARS	411,290	2.69	35,506
	BF	143,927	3.49	16,164
	BLK1	77,270	1.98	4,927
	BLK2	320,971	3.23	33,348
	BLK3	118,516	2.55	9,701
	BLK4	132,918	2.51	10,721
	BLK5	1,285	2.78	115
	BLK6	27,864	2.95	2,640
	BQR	766,467	3.36	82,743
	ERC	655,577	3.73	78,693
	Jethro	261,879	2.65	22,276
	Lima	64,037	2.91	5,988
	Sheet	37,754	2.40	2,913
Indicated Total		**3,580,218**	**3.03**	**348,574**
M&I Total		**6,551,467**	**3.12**	**657,348**

Notes:

1. Cut-off applied 1.5 g/t.
2. No Geological loss applied for Measured, 5% for Indicated and Inferred.
3. Gold price: USD1,800/oz.
4. Mineral Resources are stated inclusive of Mineral Reserves.
5. Mineral Resources are reported as 64% attributable to Caledonia.
6. All orebodies are depleted for mining.

Table 14: In Situ Inferred Mineral Resources for Blanket Mine as at 31 December 2022 (Inclusive of Mineral Reserves)

Mineral Resource Classification	Orebody	Tonnes	Au	Ounces
		t	g/t	oz
Inferred	ARM	213,581	2.40	16,503
	ARS	433,295	3.03	42,144
	BF	271,010	3.28	28,595
	BLK1	833,042	2.41	64,623
	BLK2	937,745	3.64	109,811
	BLK3	466,743	2.68	40,275
	BLK4	220,344	2.87	20,338
	BLK5	10,578	2.68	910
	BLK6	115,299	2.89	10,721
	BQR	1,771,552	2.74	156,097
	ERC	142,113	3.86	17,628
	Jethro	152,251	2.87	14,034
	Lima	134,774	3.13	13,550
	Sheet	46,114	2.61	3,872
Inferred Total		**5,748,440**	**2.92**	**539,101**

Notes:

1. Cut-off applied 1.5 g/t.
2. No Geological loss applied for Measured, 5% for Indicated and Inferred.
3. Gold price: USD1,800/oz.
4. Mineral Resources are stated inclusive of Mineral Reserves.
5. Mineral Resources are reported as 64% attributable to Caledonia.
6. All orebodies are depleted for mining.

The Combined Measured and Indicated Mineral Resources, exclusive of Mineral Reserves, declared for the Blanket operations are shown in Table 15.

Table 15: In Situ Measured and Indicated Mineral Resources for Blanket Mine as at 31 December 2022 (Exclusive of Mineral Reserves)

Mineral Resource Classification	Orebody	Tonnes	Au	Ounces
		t	g/t	oz
Measured	ARM	681,813	2.80	61,286
	ARS	389,873	2.93	36,747
	BLK2	149,256	3.69	17,727
	BLK3	47,499	2.58	3,946
	BLK4	54,648	3.53	6,210
	BLK6	70,150	3.71	8,376
	BQR	185,102	3.86	22,973
	ERC	79,276	3.66	9,331
	Lima	85,266	2.89	7,932
	Sheet	112,473	2.88	10,400
Measured Total		**1,855,356**	**3.10**	**184,929**
Indicated	ARM	404,187	2.30	29,902
	ARS	311,353	2.68	26,780
	BF	109,816	3.48	12,283
	BLK1	77,270	1.98	4,927
	BLK2	164,208	3.19	16,851
	BLK3	84,940	2.64	7,199
	BLK4	117,027	2.38	8,946
	BLK5	870	3.00	84
	BLK6	10,879	2.84	994
	BQR	456,509	3.29	48,331
	ERC	276,994	3.80	33,884
	Jethro	261,879	2.65	22,276
	Lima	49,108	2.68	4,228
	Sheet	37,754	2.40	2,913
Indicated Total		**2,362,791**	**2.89**	**219,598**
M&I Total		**4,218,148**	**2.98**	**404,527**

Notes:

1. Cut-off applied 1.5 g/t.
2. No Geological loss applied for Measured, 5% for Indicated and Inferred.
3. Gold price: USD1,800/oz.
4. Mineral Resources are stated exclusive of Mineral Reserves.
5. Mineral Resources are reported as 64% attributable to Caledonia.
6. All orebodies are depleted for mining.

Item 11 (b) – Individual Grade of Metals

Mineral Resources for gold have been estimated for the Blanket Gold Mine. No other metals or minerals have been estimated for the Project.

Item 11 (c) – Factors Affecting Mineral Resource Estimates

No socio-economic, legal, or political modifying factors have been taken into account in the estimation of Mineral Resources for Blanket Mine. QPs are not aware of any known environmental, permitting, legal, title, taxation, socio-economic, marketing, and political or other factors that will materially affect the Mineral Resource estimates.

All underground Mineral Resources are stated at a cut-off grade 1.5 g/t.

Caledonia has operated the Blanket Mine successfully for several years and understands the Zimbabwean mining environment and as such eliminated any risk to a large degree and hence the QPs are of the opinion that the factors affecting the Mineral Resource have been considered.

It is imperative that Blanket Mine proceed with resource conversion drilling to replace the higher grade measured and indicated Mineral Resources that have converted to Mineral Reserves by converting the higher grade inferred Mineral Resources to indicated Mineral Resources.

ITEM 12 – MINERAL RESERVE ESTIMATES

Item 12 (a) - KEY ASSUMPTIONS, PARAMETERS AND METHODS

The LoM planning was completed in line with current operational planning to produce 80 koz of gold per year. Only diluted Indicated and Measured Resources in the LoM plan were considered for conversion to Mineral Reserves. LoM as referred to in this TRS is remaining at 31 December 2022.

Inferred Mineral Resources have been excluded from the economic assessment for Mineral Reserve estimates. The LoM plan aims to produce 80 koz of gold per year from Measured and Indicated Mineral Resources only.

The LoM plan was developed utilising the 3D Mineral Resource model, estimates as reviewed and updated by the QPs. The Mineral Resource classifications were incorporated from the 2022 Mineral Resource estimate. The mine design and scheduling utilise the updated 2022 Mineral Resource model.

I. STOPE DESIGN METHODOLOGY

Blanket mine made use of the geological wireframes to create the stope shapes utilised in the LoM design process. Each orebody was segmented horizontally on existing ROM and capital intersecting ends, where no existing ends were found the orebody wireframes were segmented at 15 meters intervals. Along strike these orebody wireframes were segmented at 10 m with the width represented by the full width of the orebody wireframes. Areas where the width of the orebody was less than 1.8 m (width of sub-drives), these stopes were manually modified to a width of 1.8 m.

Evaluation was run on all segmented stopes utilising block models provided by Minxcon, legends were applied to identify stopes above cut-off grade (2.1 g/t), marginal (1.5 g/t - 2.1 g/t) and low grade (<1.5g/t). To identify areas to be mined, each block was investigated on its own merit, where a block consists of the unique lists of orebody and tramming levels. Marginal stopes were introduced where practical mining dictated necessary.

II. CUT- OFF GRADE

The cut-off grade calculation for the Blanket Mine is detailed in Table 16.

Table 16: Cut-Off Grade Calculation

Description	Unit	Value
Gold Price	USD/oz	1650
Dilution	%	8
Mine Call Factor	%	100
Recovery	%	94
Metal price	USD/g	53.05
Total Operating Cost	USD/t	82
Cut-off Grade in Place	g/t	1.79
Reserve Cut-off Grade	g/t	**2.10**

Blanket Mine utilises a 2.1 g/t planning cut-off grade. The mine design and schedule were completed using the accepted 2.1 g/t cut-off grade.

III. Modifying Factors

Mineral Reserve conversion factors are the consideration of mining factors used to convert Mineral Resources to Mineral Reserves. These factors are applied to adjust the *in situ* Mineral Resources in the LoM planning to realistic and accurate mill feed, volumes, and grade. The Mineral Reserve conversion factors applied to the Mineral Resources in the LoM plan, are detailed in Table 17.

Table 17: Mineral Reserve Conversion Factors Summary

Description	Unit	Value
Geological Losses		
Measured	%	0
Indicated	%	5
Inferred	%	5
Exploration Target	%	15
Other Dilution Factors		
Pillar Extraction	%	50
Dilution	%	8
Mine Call Factor	%	100

The following additional factors were considered:-

- Processing and Metallurgical: The conventional CIL recovery method is well proven and has been used consistently on this orebody. The recovery used was 94% and no other metallurgical factors are known that may impact the Mineral Reserve.
- Infrastructure: Infrastructure required for the planned production is either in place or planned for. Sufficient capital provision has been made for all planned infrastructure required for the planned production.
- Economic and Marketing: The gold price that has been utilised for the Mineral Reserve estimate is a real term forecast taken as the median of various bank and analyst forecasts. The average gold price over the LoM is USD1,655/oz. An uneconomical tail has been cut from the first negative cashflow year and has been excluded from the Mineral Reserve. The tail contains 125.5 koz of gold but is not economically viable on its own.
- Legal, Environmental, Social and Governmental: There are no legal, environmental, social or governmental factors that are deemed to be classified as modifying factors applied to the Mineral Reserves.

IV. Mineral Resource to Mineral Reserve Conversion

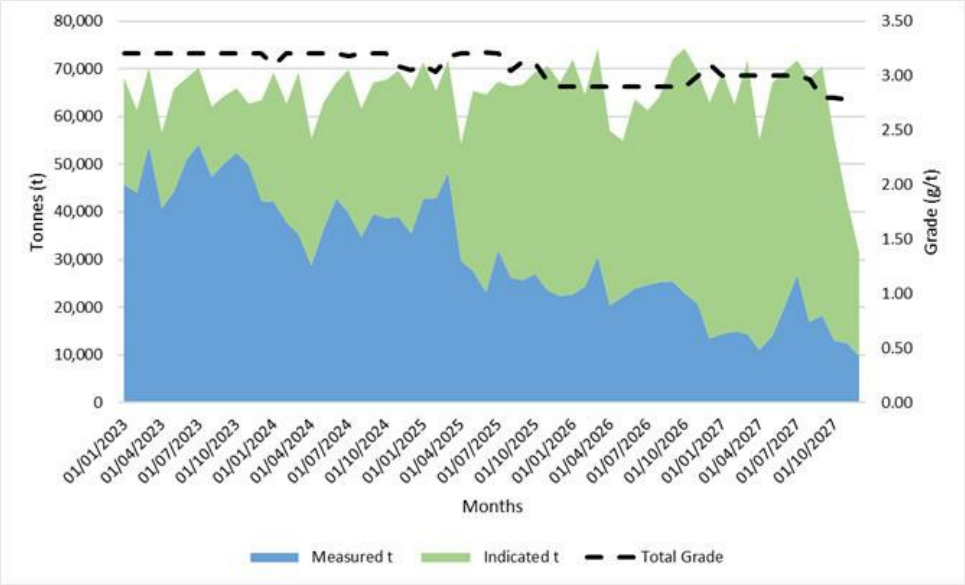
All Mineral Reserves have been categorised and reported in accordance with the guidelines of §229.1302(e)(2) of S-K 1300. Only Indicated and Measured Resources in the LoM plan were considered for conversion to Mineral Reserves. Inferred Mineral Resources have been excluded from the LoM plan for economic assessment for Mineral Reserve estimates. Only diluted Measured and Indicated Mineral Resources have been converted into Proven and Probable Mineral Reserves, respectively. Mineral Reserves have been reported separately in the Proven and Probable Mineral Reserve categories. Inferred Mineral Resources have not been incorporated with the Proven and Probable Mineral Reserves.

The Mineral Resources as estimated by the QP as at 31 March 2022 were utilised for the updated 2022 Mineral Reserve estimation. The QP has depleted the 31 March 2022 Mineral Resources with updated mining faces to the period ending 31 December 2022.

The depleted Mineral Resources as at 31 December 2022, was utilised with the 2022 LoM plan as detailed in Item 13 (b). The QP utilised the 31 December 2022 LoM plan with the depleted Mineral Resources to conduct an updated Mineral Reserve estimation, which accounts for the mining depletions from 31 December 2022.

A new mine design and schedule was conducted for the Mineral Reserve estimation as at 31 December 2022 as illustrated in Figure 40.

Figure 40: Diluted Life of Mine Production Schedule by Mineral Resource Classification (2022)



The updated Mineral Reserve estimation as at 31 December 2022, is detailed in Table 18. Mineral Reserves are stated as delivered to plant.

Table 18: Blanket Mine Mineral Reserve Estimate as at 31 December 2022

Mineral Reserve Classification	Tonnes	Grade	Au Content	
	kt	g/t	kg	oz
Proven	1,191	3.23	3,842	123,534
Probable	1,300	2.92	3,801	122,205
Total	**2,491**	**3.07**	**7,643**	**245,739**

Notes:

1. Mineral Reserve cut-off of 2.1 g/t applied.
2. The gold price that has been utilised in the economic analysis to convert diluted Measured and Indicated Mineral Resources in the LoM plan to Mineral Reserves is an average real term price of USD1,655/oz over the LoM, using the forecast prices as per Economic Analysis.
3. The Mineral Reserve estimation utilises the depleted 2022 Mineral Resource estimation and the 2022 mine design and LoM plan.
4. Mineral Reserves are reported as 64% attributable to Caledonia.

Mineral Resources from the Measured and Indicated Mineral Resource Classifications were converted into Proven and Probable Mineral Reserves. The attributable Blanket Mine Mineral Reserve estimate consists of 50% Proven and 50% Probable Mineral Reserves on a gold content basis.

Item 12 (b) - Multiple Commodity Reserve

Gold is the only commodity within the Blanket mining areas that is present in significant concentrations.

Item 12 (c) - Factors Affecting Mineral Reserve Estimation

No socio-economic, legal or political modifying factors have been taken into account in the estimation of Mineral Reserves for the Blanket Mine. The QPs are not aware of any known environmental, permitting, legal, title, taxation, socio-economic, marketing, and political or other factors that will materially affect the Mineral Reserve estimates. No material issues have been identified for the Blanket Mine.

The Mineral Reserve conversion factors detailed in Table 17 have been applied to the Mineral Resource for conversion to Mineral Reserves. The classification of Mineral Reserves can be affected by changes in the status of the factors. In particular, the gold price will affect the viability of the mineralised target.

An uneconomical tail has been cut from the first negative cashflow year and has been excluded from the Mineral Reserve. The tail contains 125.5 koz of gold but is not economically viable on its own.

ITEM 13 – MINING METHODS

Blanket Mine uses two mining methods which are well suited to the nature of the greenstone belt deposits. The orebodies range from generally steeply dipping sheet-like deposits of a few meters in width, to pipe-shaped and massive deposits with widths more than 50 m. The extreme variation within the Blanket Mine mineral deposits, necessitates modification of the exact mining methods that suits the specific characteristics of each mineral deposit The general practice on Blanket Mine is to implement one of two tailored mining methods, determined mainly by the width of the mineral deposit.

The two mining methods utilised are:-

- Long-hole stoping in wider mineral deposits (orebody widths generally more than 3 m); and
- Underhand stoping in narrow mineral deposits (orebody widths generally less than 3 m).

I. Long-hole Stoping

Blanket Mine uses long-hole stoping in the orebodies with a width greater than 3 m. It can also be applied in instances where the ground conditions render an area unsafe to be mined using conventional underhand stoping method. Long-hole stoping is a selective and highly productive mining method that provides good ore recovery. The method is flexible and allows for practical modifications to the mining sequence and configuration to suit the characteristics of the orebody. Long Hole drilling entails using drifter machines to drill holes which cover the full span of the sublevel interval and then blasting them. When the block has been delineated and made ready for production mining cones are created at the lowermost level above the main extraction haulage. These cones will be linked to the draw point system established at the main level. Once the third cone has been established a slot is then created on the sublevel immediately above the coning level, which opens the sub drive face for subsequent drilling and blasting.

Holes parallel to the slot face spanning the full length of the sublevel interval are then drilled and depending on the width of the slot will make up what is known as a ring. These holes are then blasted after completion and this cycle will continue until the full strike of the orebody on the sublevel is exhausted. Long hole drilling and blasting is done in a vertical retreat fashion maintaining a lead 72-degree angle between the lower and upper stopes. Mining the orebody creates a void or “open-stope” that is unsupported, however sill pillars are left between tramming haulage levels and rib pillars along strike for regional support.

To access the orebody, crosscuts are developed from the tramming haulage to the extraction haulage which is located approximately 20 m from the orebody. Draw point crosscuts are developed at 15 m intervals along the extraction haulage at 990 m level and above while below 990 m level a 20 m interval spacing is utilised which provide access to the draw points. A twin raise system is developed upwards to establish a sliping point for the development of the sub-drive. One raise serves as an access raise, while the other serves as an ore pass to handle ore from the sub-drive development. The twin raise system is developed from one sub-drive to the next for the entire 120 m or 60 m lift.

Drawpoint raises are established at each draw point crosscut near the centre of the orebody to a sublevel height of 15 m. A lead angle of 45° is always maintained for the sub-drive development. Production faces have a lead angle of 72° with the bottom most production face leading. Mining of the orebody is done in retreat from the one extreme end of the orebody to the other along its strike.

Coning is done from the coning level and can only commence once sufficient raises for access and ore handling have been developed and holed into the sub-drive. Once coning starts, the raise can no longer be used as an access way. As a rule of thumb, three cones are established before any production may commence.

Production drilling is done in a retreat fashion from the orebody limit and drilling is done top down with Seco S36 drifter machines. Depending on production requirements, multiple sub-levels may be mined simultaneously. The orebody width will ultimately determine the width of the stoping panel. Ore is then extracted from the stope draw points via the lower extraction haulage using mechanical loaders. The ore is then loaded onto Granby cars for transportation to the station orepasses.

II. Underhand Stoping

Conventional underhand stoping is used in orebodies with a width less than 3 m. Underhand stoping is particularly suitable for steeply dipping, narrow orebodies and allows for better control of the stoping width and dilution. The sublevel spacing and coning arrangement is similar to the long hole mining approach, the only difference is that in the conventional underhand the extraction haulage can be established in the orebody. Box raises are established instead of draw points in instances where the haulage is established in the orebody. Once box raises have been established coning can take place on the coning sublevel. A slot is created on the sublevel above the coning level once the third cone has been established. Underhand jackhammer drilling and blasting cycle commences once slot has been created. Whereas in long hole the holes cover the full span of the sublevel in underhand drilling 2 m bench lifts are drilled and blasted at each cycle until the bench holes onto the sublevel below and the sequence continues over the strike of the orebody panel until it is exhausted. Retreat direction on a panel is dependent on the number of slot raises established within the particular panel. In most cases in a 60-70 m panel a slot raise system is established midway which allows for retreat from the central slot in two directions.

Stoping preparations commence by mining slot raises at 15 m intervals along the extraction haulage from the footwall of the orebody. Development within the orebody is the same as in the long-hole stoping sections, with the difference being that boxes are mined instead of draw points.

Upon establishment of sufficient slot raises, production commences with sliping around the slot raise to establish faces. Mining is done in both directions on strike with one face leading the other. Extreme end raises are equipped to serve as access raises for men and material. The lower level is equipped with boxes at set intervals from which ore will be drawn.

The sequence is repeated and as the stope grows horizontally and progresses downwards, additional raises are developed, and new stopes established to maintain the required production rates. The stope is mined up to the limits of the sill pillars.

Item 13 (a) – Parameters Relevant to Mine Design

I. Geotechnical and Hydrological Parameters

Blanket Mine has employed a rock engineering consultant as of February 2020 for the required geotechnical inspections and designs of the underground workings. All legal appointments pertaining to rock engineering requirements are in place. The geotechnical model for Blanket Mine is being revised & with this in mind support standards are continually reviewed and rock mechanics recommendations for the current mining operations are in place.

No new geotechnical, hydrological, or rock engineering work has been conducted for the newly targeted mining areas below 750 m Level. The studies and work associated with these parameters will be addressed by the rock engineering consultant as data is generated & access is obtained through development. This will further inform the geotechnical model.

II. Underground Access, Ore Flow and Material Handling

The Mine consists of several small shafts that provide access to the various orebodies in which mining operations take place. With CMS being completed and providing access to Mineral Resources from 750 m Level up to 1,110 m Level and beyond, mining activities will be focused on Mineral Resources below 750 m Level. Production below 750 m Level is planned to be accessed through declines from the respective mining areas. The hoisting capacity and current utilisation of the shafts are detailed in Table 19. The Blanket Mine shaft infrastructure is illustrated in Figure 41.

Figure 41: Blanket Mine Shaft Infrastructure

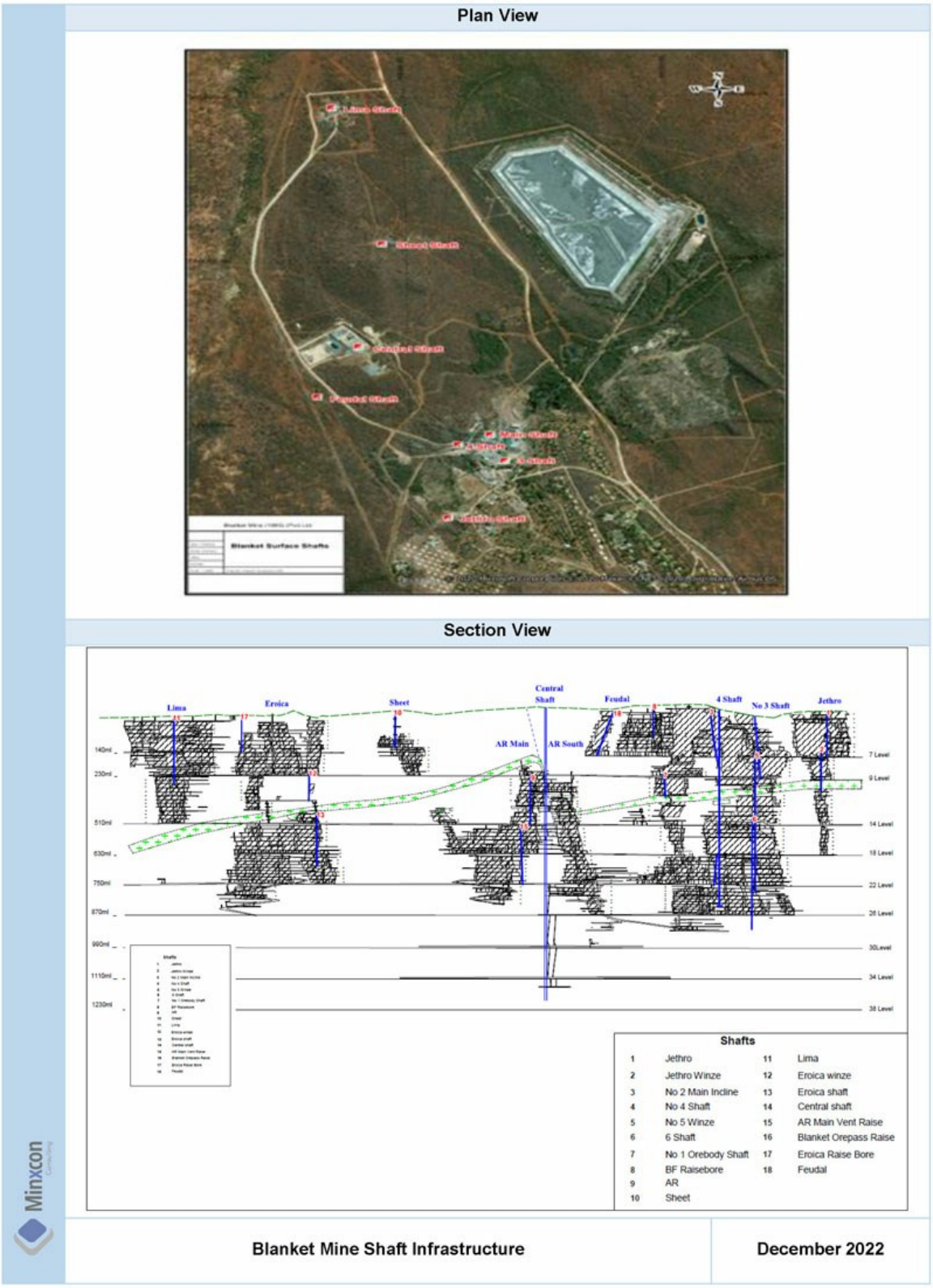


Table 19: Shaft Utilisation and Hoisting Capacity

Shaft	Access Description	Utilisation	Hoisting Capacity
Central Shaft	Surface to 35 Level	Ore, men and material	2 x 10 tonne skips
No. 4 Shaft	Surface to 825 m Level	Ore and material	2 x 5 tonne skips
Jethro Shaft	Surface to 7 Level	Men and material	Single deck cage
Lima Shaft	Surface to 8 Level	Ore, men and material	1 x 2 tonne skip
Incline Shaft	Surface to 7 Level	Ore	1 x 2 tonne skip
5 Winze	7 Level to 22 Level	Men and material	Double deck cage
Eroica Shaft	14 Level to 675 m Level	Men and material	Single Deck cage
No. 6 Shaft	22 Level to 900 m Level	Ore, men and material	2 x 3 tonne skip

III. Ventilation

The Blanket Mine is ventilated by an ascensional ventilation system. In an ascensional ventilation system, intake air is directed to the lowest active mining level and the air then ascends along the working faces to the main returns by means of fans.

The ventilation intakes are located in the southern part of the mine and consist of the Jethro, Number 4, Main and Feudal Shafts. The air is directed to the respective ventilation districts by means of fans and is returned in the northern part of the mine via the Sheet, Eroica 1 and 2, Eroica Raise Bore, Lima, and Lima North Shafts.

Central shaft is currently isolated from the rest of the mine with respect to ventilation. Significant changes to the ventilation layout and air quantities are expected when CMS will be connected to the Mine. The connection of Central Shaft to other mining areas will require a new ventilation strategy which also allows for the planned expansion in mechanisation.

Blanket Mine employs a ventilation consultant to advise on changes in the ventilation strategy and design.

Item 13 (b) – Production Rates, Expected Mine Life, Mining Unit Dimensions, and Mining Dilution

I. Shift Cycle

The production days may vary from month to month and are dictated by the public holidays in each month where this calendar is shared by the plant manager to all HODs. Drilling and blasting operations are conducted on dayshift while nightshift conducts cleaning operations. The Blanket Mine shift system is detailed in Table 21.

Table 20: Blanket Mine Shift System

Shift	Activity	Duration
Morning Shift	Drilling and blasting	8 Hours
Night Shift	Lashing and cleaning	12 Hours

Tramming is conducted on both morning and night shift.

II. Production Rates

The planned development rates for the Blanket Mine are detailed in Table 21.

Table 21: Blanket Mine Development Rates

Development Type	Unit	Value
Bypass	m/d	1.3
Box Raise	m/d	1
Cut off Raise	m/d	1
Connection Crosscut	m/d	1.3
DD Cubbies	m/d	1.3
DD Chamber	m/d	1.3
DD Crosscut	m/d	2.25
Decline	m/d	2.7
Decline Connection	m/d	2.7
Draw point Raise	m/d	1
Draw point Crosscut	m/d	2.7
Sub drive	m/d	1.3
Dump Truck Access Bay	m/d	2.7
Decline Crosscut	m/d	2.7
Extraction Haulage	m/d	2.7
Haulage	m/d	2.7
Layby	m/d	2.7
Loading Bay	m/d	2.7
Lead Drive	m/d	1.3
LHD Access Bay	m/d	2.7
Muck Bay	m/d	2.7
Ore pass Raise	m/d	1
Sub Station Crosscut	m/d	2.7
Slot Raise	m/d	1
Sump	m/d	2.7
Service Raise	m/d	1
TW Raise	m/d	1
Vent Raise	m/d	1

Blanket Mine plans to produce 80 koz of gold per year. The LoM plan reflects 80 koz of gold production from Mineral Reserves only. The planned production rates from the different orebodies are detailed in Table 22.

Table 22: Blanket Mine Production Rates

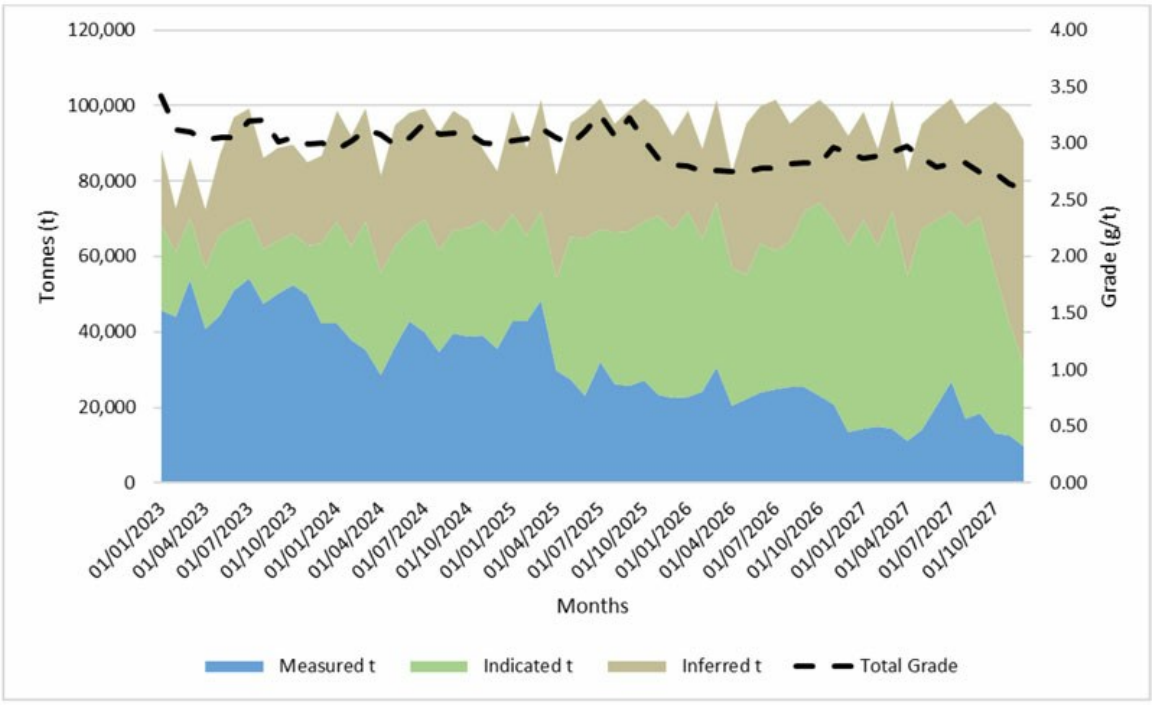
Type	Unit	Value
LH Stoping	tpd	100
UH Stoping	tpd	40
Pillar	tpd	100
Draw point	tpd	30

III. Life of Mine Plan

The Blanket LoM plan commences in 2023. The LoM plan includes Measured, Indicated and Inferred Mineral Resources, however only diluted Measured and Indicated Mineral Resources in the LoM plan were considered for conversion to Mineral Reserves. A LoM of five years from the beginning of 2023 is expected for the Blanket Mine.

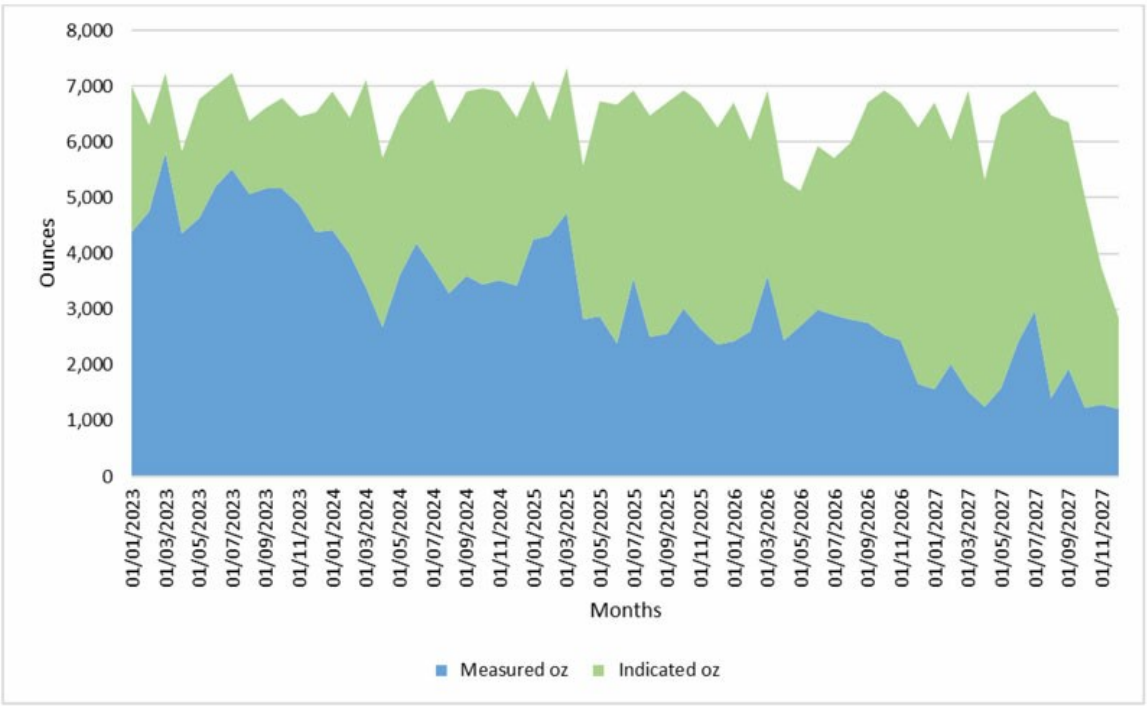
The mining strategy targets primarily the Mineral Resources below 750 m Level. Mining in the Lima orebody targets Mineral Resources above 750 m Level. In the ARS East West Limb, Blanket and Blanket Feudal orebodies, some mining will take place above 630 m Level. The diluted production schedule for the Blanket Mine is illustrated in Figure 42.

Figure 42: Diluted Life of Mine Production Schedule by Mineral Resource Classification



A total of 1,861 kt Measured Mineral Resources at a grade of 3.23 g/t and 2,032 kt Indicated Mineral Resources at a grade of 2.92 g/t is included in the LoM plan. Of this 64% is attributable to Caledonia (1,191 kt Measured Mineral Resources and 1,300 kt Indicated Mineral Resources). The content delivered to the plant from the Blanket Mine is illustrated in Figure 43.

Figure 43: Blanket Mine Content Delivered to the Plant



The LoM plan includes a total of 193 koz and 191 koz of gold from the Measured and Indicated Mineral Resource Classifications, respectively. Of this 64% is attributable to Caledonia (124 koz Measured Mineral Resources and 122 koz Indicated Mineral Resources). The monthly ore tonne production is illustrated in Figure 42 and Figure 43.

IV. Mining Unit Dimensions

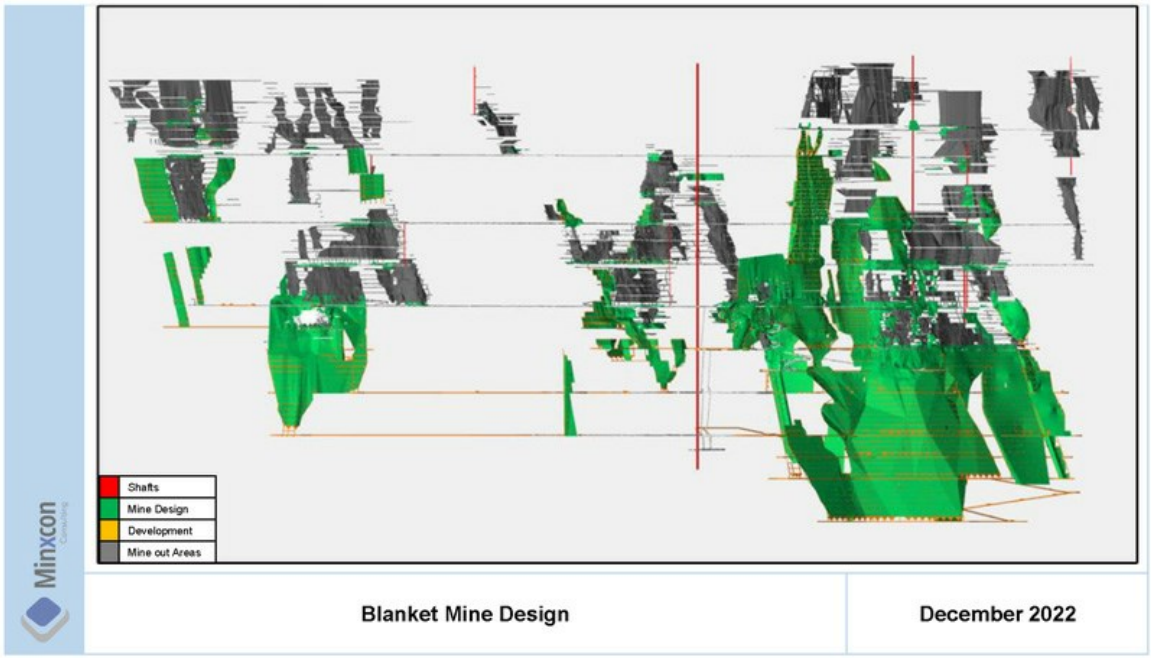
The mine design criteria for the Blanket Mine is detailed in Table 23.

Table 23: Mine Design Criteria for Blanket Mine

Item	Unit	Unit
Level Parameters		
Main Haulage Level Spacing	m	120
Sub-level Spacing (Middling)	m	15
Draw point Crosscut Spacing	m	15
Diamond Drilling Crosscut Spacing (Along sub drives and leader drives)	m	7.5
Extraction Haulage Spacing from Orebody	m	20
Development Lead Angle	Degrees	45
Production Lead Angle	Degrees	72
Pillars		
Sill Pillar Thickness	m	15
Crown Pillar Thickness	m	15
Rib Pillar Thickness	m	20
Sill Pillar Spacing	m	90

The Blanket Mine design is illustrated in Figure 44.

Figure 44: Blanket Mine Design



V. Mineral Reserve Conversion Factors

Mineral Reserve conversion factors are applied to convert the Mineral Resources to Mineral Reserves. The applied Mineral Reserve conversion factors are detailed as follows:-

- Geological Losses: Geological loss is applied to account for geological uncertainty associated with different Mineral Resource categories. The mine plan includes Inferred Mineral Resources, Indicated Mineral Resources and Measured Mineral Resources. Geological losses of 0% was applied to Measured Mineral Resources, and 5% to Indicated and Inferred Mineral Resources.
- Pillar Extraction: A pillar extraction of 50% has been applied to account for pillars which will be extracted on retreat when a block has been mined out. The pillar extraction accounts for the extraction of sill pillars (including pillars between drawpoints) which will be extracted. A detailed rock engineering recommendation is required to determine which pillars are eligible for partial or total extraction.
- Ore Losses: Ore losses occur when mined material containing grade, is mixed with waste material, and can be attributed to several different causes. Different ore losses have been applied to account for ore to waste losses during mining of the various orebodies. It was assumed that the entire thickness of the reef is taken out, with negligible ore lost to waste.
- Dilution: Dilution is defined as a percentage value representing a certain amount of waste material that is mixed with the ore during the mining process. This results in increased ore tonnages, but due to waste material containing no or very little grade, the overall grade delivered to the plant is decreased. The thickness of the orebodies mined at the Blanket Mine vary significantly and are in some instances very irregularly shaped. The Blanket Mine applies an accepted dilution of 8%, derived from actual production figures. Dilution of 15 cm in the hanging wall and footwall was applied to orebodies which are mined using the conventional underhand mining method and dilution of 30 cm was applied to orebodies which are mined using long-hole stoping. It has been assumed that drilling with shorter drill steels in conventional mining results in less overbreak than drilling with long drill steels used in long-hole stoping. The average dilution calculation is detailed in Table 24.

Table 24: Blanket Mine Average Dilution Calculation

Orebody	Mining Method	Average Orebody Thickness	HW and FW Dilution	Dilution
		cm	cm	%
Blanket 1	Underhand	300	30	10.00
Blanket 2FW	Underhand	270	30	11.11
Blanket 2HW	Underhand	350	30	8.57
Blanket 3	Underhand	380	30	7.89
Blanket 4	Underhand	700	30	4.29
Blanket 6FW	Underhand	1050	30	2.86
Blanket 6HW	Underhand	820	30	3.66
ARS	Long-hole	1500	60	4.00
ARS EXTENSION	Long-hole	450	60	13.33
ARM	Long-hole	1200	60	5.00
Lima	Underhand	200	30	15.00
Eroica	Underhand	500	30	6.00
Average Dilution				**8.00**

- Mine Call Factor: MCF is the ratio, expressed as a percentage, which the specific product accounted for in recovery plus residues bears to the corresponding product called for by, the Mine's measuring methods. The MCF was calculated from historic and current figures. The MCF calculation from 2015 to 2022 is detailed in Table 25. A MCF of 100% has been used for the Blanket Mine, derived from the actual MCF calculations from 2015 to 2022.

Table 25: Blanket Mine - Mine Call Factor Calculation 2015 to 2022

Year	Milled Tonnes	Gold Recovered	Gold in Tails	Gold Accounted For	Total Mined Tonnes	Mined Grade	Gold Called For	MCF
	t	oz	oz	oz	t	g/t	oz	%
2015	440,057	42,804	3,243	46,047	440,057	3.22	42,574	108%
2016	510,662	50,351	3,794	54,145	510,662	3.28	50,903	106%
2017	547,060	56,133	3,941	60,074	547,060	3.42	56,826	106%
2018	560,913	54,512	4,166	58,678	545,267	3.26	56,626	104%
2019	556,746	55,182	3,902	59,084	556,440	3.31	57,248	103%
2020	597,962	57,899	3,845	61,744	571,061	3.26	59,854	103%
2021	665,627	69,435	4,409	73,844	668,933	3.38	72,631	102%
2022	469,530	53,548	3,377	56,925	493,675	3.65	57,951	98%

Note: Figures for 2022 are as at 1 September 2022.

Item 13 (c) – Requirements for Stripping, Underground Development and Backfilling

I. Underground Development

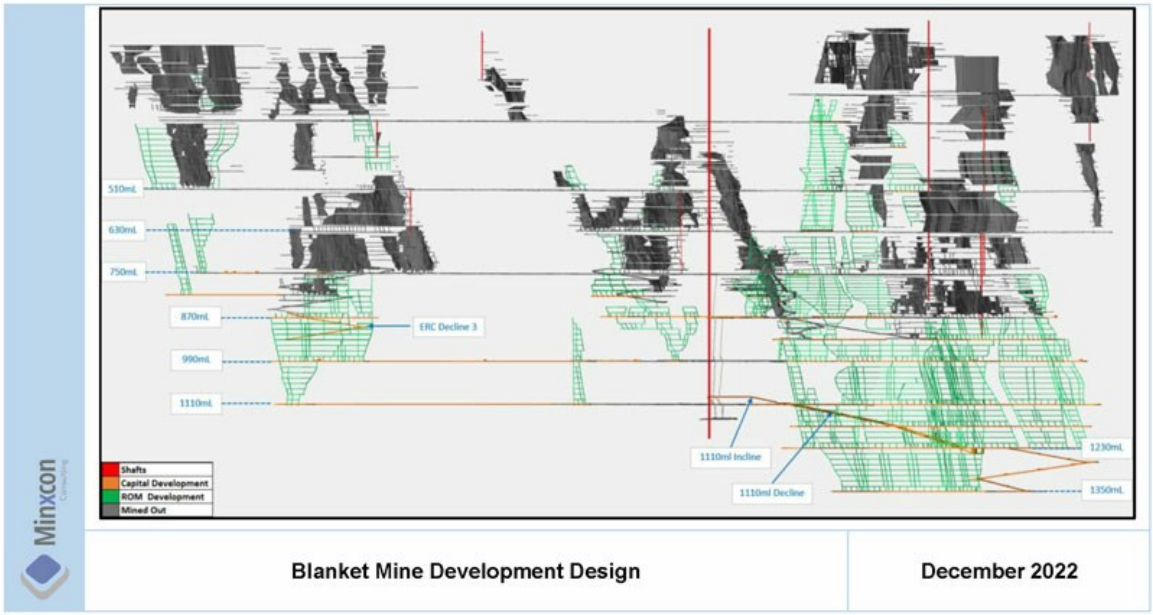
The existing development forms part of the mine plan to provide access to the underground workings and the targeted mining areas. Additional development is required for opening sufficient ground and to provide access to the mining areas below 750 m Level. Different development requirements exist for the orebodies included in this study.

The Blanket Mine will focus on increased development throughout 2022, focusing on key development ends to open ground below 750 m Level. The planned capital development consists of:-

- Eroica decline 3 from 870 m Level to 930 m Level to create an intermediate level;
- Extension of haulage north and south on 990 m level and 1110 m level;
- 1110 m Level to 1230 m level twin declines, where first decline will serve as men and material access and the second decline for conveyor material movement;
- 1110 m Level incline to serves as tipping point for conveyor; and
- 930 Blanket extraction haulage to serve as an intermediate production level for the Blanket 990 blocks.

The planned capital development is in line with the No. 4 Shaft and Central Shaft capacity constraints. The Blanket Mine development design is illustrated Figure 45.

Figure 45: Blanket Mine Development Design

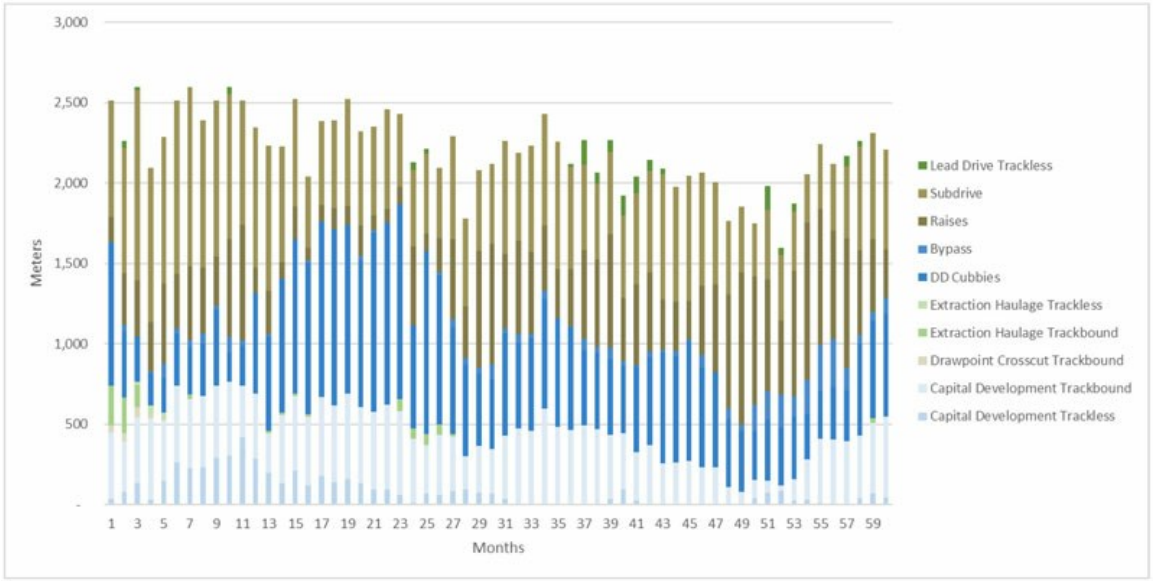


Central Shaft development has been split into infrastructure development and 30 Level and 34 Level capital development. Infrastructure development consists of the Western and Eastern Drive haulages, station tips and crosscuts, workshops, laydown areas and load level development.

The capital development consists of the 30 Level and 34 Level North and South haulages, re-muck bays, tipping bays, cubbies and exploration crosscuts. The development profile for the Blanket Mine is illustrated in Figure 46.

The capital development was rescheduled in MineRP to optimise capital development meters required for the Mineral Reserve areas in the LoM plan. Ore drive cubbies was not accounted for in USD/m costing but was accounted for on a USD/tonne basis.

Figure 46: Blanket Mine Development Profile



Development meters are high in the first two years of the LoM plan with the focus on opening up Mineral Resources below 870 m Level and to establish the intermediate production levels on 810 m Level to serve the Eroica orebody and on 930 m Level to serve the ARS and Blanket orebodies.

II. Backfilling

The Blanket Mine currently does not have any requirements for backfilling within any of the mining areas. If future depth extensions are planned, it may require an investigation into backfill requirements.

Item 13 (d) – Required Mining Fleet, Machinery and Personnel

I. Mining Fleet and Machinery

The underground mining fleet consists of rail-bound and trackless equipment. Mining below 750 m Level is planned to be mainly mechanised mining. Production and development drilling is done by using a combination of Seco 25 jackhammers in conventional underhand mining areas while Seco 36 drifters are used in long-hole stoping areas. The underground rail-bound and trackless fleet is detailed in Table 26.

Table 26: Blanket Mine Current Mining Fleet

Fleet	Quantity
Rail-bound Fleet	
Air loaders	27
Battery operated locomotives	24
Cars (Material & Hoppers)	192
Trackless Fleet	
Dump trucks	12
LHDs	18
Bobcat	1
Utility vehicles	1
Rock breakers	1 installed, 2 to be installed

II. Personnel

The mining personnel for the Blanket Mine is detailed in Table 27.

Table 27: Blanket Mine Mining Personnel

Positions	Capital Project	Run Of Mine	Total
Air Loader Driver	4	0	**4**
Assistant Drifter Operator	0	4	**4**
Assistant Loco Driver	0	2	**2**
Assistant Machine Operator	27	72	**99**
Assistant Shaft Timberman	1	0	**1**
Assistant Overseer Miner	0	2	**2**
Banksman Assistant	4	0	**4**
Bellman	5	29	**34**
Construction Assistant	0	9	**9**
Construction Gangleader	1	8	**9**
Crusher Attendant	0	10	**10**
Crushing Gangleader	0	1	**1**
Drifter Assistant	0	3	**3**
Drifter Gangleaders	0	1	**1**
Drifter Operator	5	24	**29**
Drill Rig Jumbo Operator	1	0	**1**
Drill Rig Operator	5	0	**5**
Driller Assistant	1	0	**1**
Dump Truck Driver	0	10	**10**
Gangleader	5	34	**39**
Grizzley Attendant	0	2	**2**
Lasher	91	405	**496**

Positions	Capital Project	Run Of Mine	Total
Lashing Gangleader	1	10	**11**
LHD Driver	12	37	**49**
LHD Operator	0	5	**5**
Loader Driver	1	20	**21**
Loco Assistant	4	5	**9**
Loco Driver	6	53	**59**
Machine Assistant	0	2	**2**
Machine Gangleadeer	1	21	**22**
Machine Operator	43	126	**169**
Magazine Attendants	1	4	**5**
Magazine Man	0	2	**2**
Mahewu brewers	0	1	**1**
Mine Captain	0	8	**8**
Overseer miner	3	13	**16**
PVT Assistant	10	2	**12**
PVT Gangleader	2	0	**2**
Raise Riggers	2	12	**14**
Rockbreaker Operator	0	3	**3**
Sanitation Attendant	1	1	**2**
Senior Crusher Attendant	0	1	**1**
Senior Gangleader	1	7	**8**
Senior LHD Driver	0	1	**1**
Senior Magazine man	0	1	**1**
Senior Mine Captain	1	0	**1**
Senior Overseer Miner	0	4	**4**
Senior Underground Manager	1	0	**1**
Shaft Assistant	2	0	**2**
Shaft Clerk	1	3	**4**
Shaft Gangleader	0	1	**1**
Shaft Timberman	0	2	**2**
Shaft Timberman Assistant	3	7	**10**
Shafts Gangleader	2	0	**2**
Shift Boss	1	0	**1**
Strata Control Officer	0	1	**1**
Timberman`s Assistant	0	0	**0**
Tip Attendant	0	1	**1**
Trammer	2	20	**22**
Tramming Gangleader	0	8	**8**
Underground Manager	0	3	**3**
Underground Sanitation Attendant	0	2	**2**
Ventilation Officer	0	1	**1**
Ventilation Technician	0	2	**2**
Strata Control Technician	0	1	**1**
Grand Total	**251**	**1,007**	**1,258**

***Source**:* Blanket Mine

ITEM 14 – RECOVERY METHODS

Item 14 (a) - Flow Sheets and Process Recovery Methods

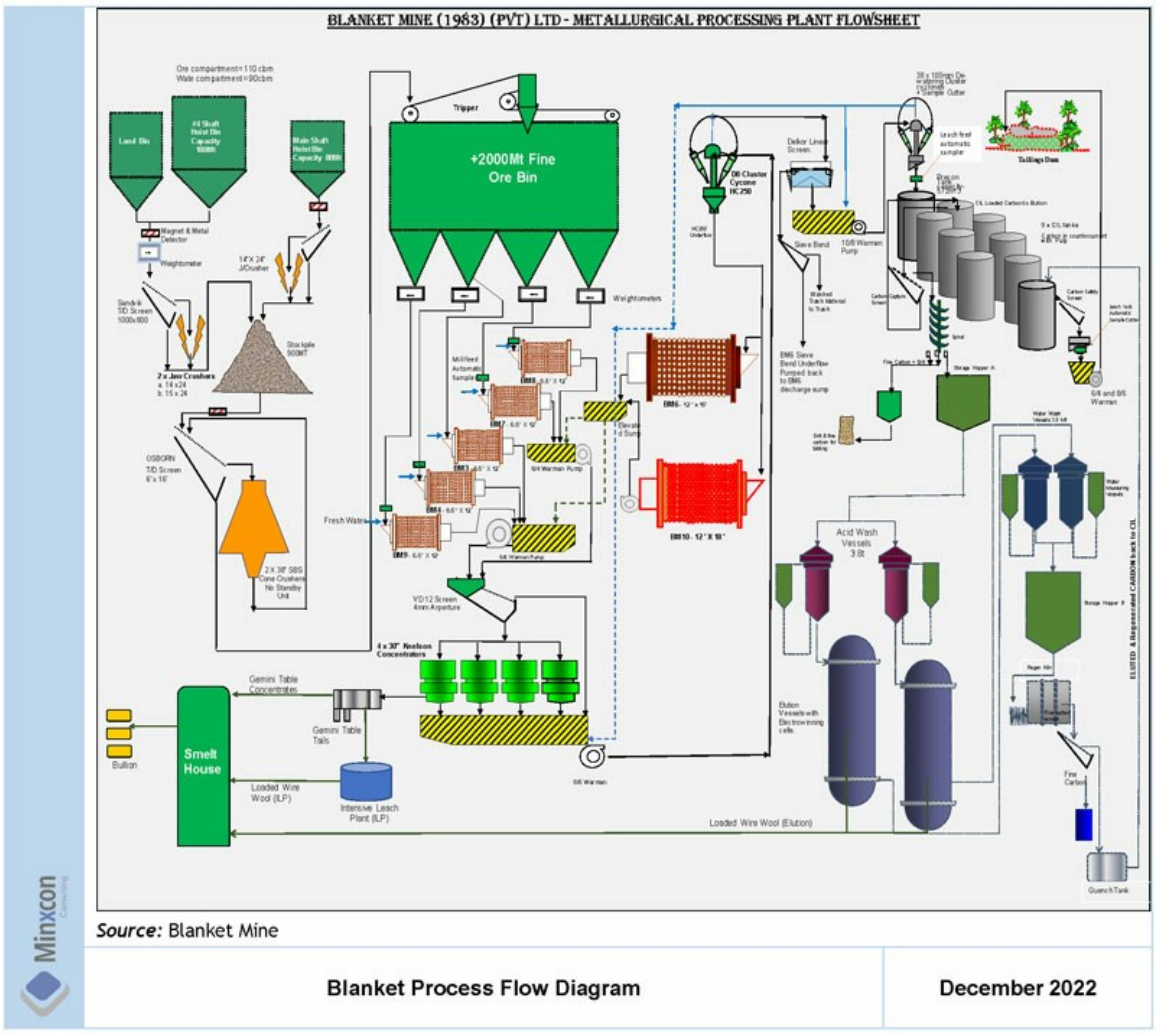
The Blanket Mine plant consists of a conventional crushing, milling, CIL, batch elution and smelting running at 70.1 ktpm. The crushing and milling circuits are designed to process RoM. However, the CIL and downstream circuits were designed to treat tailings dam material at a rate of 91.45 ktpm and RoM at 17.70 ktpm to give a combined capacity of 109 ktpm. The CIL is currently used exclusively for treatment of RoM at a rate of up to 70.1 ktpm. A process flow diagram is depicted in Figure 47.

The plant consists of the following circuits:-

- Primary crushing - jaw crushing;
- Secondary crushing - cone crushing in closed circuit with a screen;
- Primary Milling - rod mills in open circuit;

- Regrind - ball mill in closed circuit with cyclones;
- Gravity Concentration – Knelson concentrators and Gemini table;
- Intensive leach for gravity concentrate;
- Thickening - Dewatering cyclones;
- Leaching – carbon-in-leach ("CIL");
- Elution and electrowinning – Combined in batch mode;
- Casting - smelt house;
- Carbon regeneration - Re-activation kiln;
- Reagent make-up and dosing circuits; and
- Water recycling and storage.

Figure 47: Blanket Process Flow Diagram



The milled tonnes varied between 364 kt/yr and 750 kt/yr for the past 11 years from 2012 to 2022, increasing steadily with 752 kt milled in 2022. The overall recoveries varied between 92.91% and 93.79% with an average of 93.41%. The gravity gold recovery varies between 48.51% and 54.51% with an average of 50.87%. The CIL circuit gold recovery is also very steady with an average of 86.14%. It is worth noting that the use of oxygen improved CIL recovery from an average of 82.6% to 85.4%. This has led to an increased overall recovery to an annual average of greater than 93% in the past 11 years. The plant is expected to maintain a similar recovery in the future when treating current Blanket RoM material. RoM material from other sources may be more refractory and will have to be tested before being treated in the Blanket plant.

There is a fully equipped assay laboratory which is located 200 m from plant offices. The mine laboratory was inspected by Mr Dario Clemente and even though the mine laboratory is not accredited, it does have the necessary equipment required to prepare and analyse mine and plant samples. The sample preparation areas are demarcated for low grade and high-grade areas, especially where cross-contamination is a risk.

Good housekeeping standards are applied in the sample crushing and preparation and fire assay areas. As part of its external verification process the mine laboratory sends samples away to Met Solution and Performance Laboratories (accredited according to the mine personnel), to test their precision and accuracy. Minxcon was supplied with figures for January, April, July and August 2014 which (apart from April) had a good correlation coefficient. In addition, the laboratory makes use of standard reference material which it sources from Geostats in Australia or AMIS from South Africa. Graphs, which show a good correlation, were supplied to Minxcon. The laboratory does not have an electronic tracking system. The implementation of a Laboratory Information Management system ("LIMS") will reduce human error.

The current TSF will support deposition until 2023, after which a new TSF must be commissioned. An Engineer of Records has confirmed that deposition on the new Tailings Dam to start in 2023 since the current dam has reached its end of life. The new TSF was designed by Knight Piesold (Pty) Ltd a consulting company in South Africa. The estimated design work and construction was USD16 million.

Item 14 (b) – Plant Design, Equipment Characteristics and Specifications

The plant was designed and constructed by Kinross Mining Company to treat RoM ore from the Blanket mine. The ore is fed over 14" x 24" jaw crushers to reduce the top size from -300 mm to less than 80 mm. The ore from No. 4 Shaft is crushed to -135 mm underground. Tramp iron magnets (located ahead of the crushers) remove scrap iron before it enters the cone crushers. Metal detectors have been installed to detect any residual metal that is in the feed which might have failed to be picked up by the magnet. The crushed ore is stored on a 900t open stockpile from where material is fed to the cone crushers.

At the new central shaft a 25 x 40 jaw crusher has been installed and crushes the ROM ore being hoisted from the central shaft down to -150 mm. This material is then trucked to the plant for processing using a land bin at No. 4 shaft.

The cone crushers were upgraded recently and replaced with two 38" hydraulically adjusted Nordberg crushers (figure 107). The crushers can operate independently and feed Osborn vibrating screens. The screened product which is smaller than 13 mm is delivered to the mill feed bin. The equipment quality is good and good maintenance is applied (an observation made during the site visit).

There are four 6.5 ft. x 12 ft. rod mills which operate in parallel. Each feed belt has a mill feed mass meter which is used to control and measure the mill feed rate. A new regrind mill (BM10), 12 ft x 18 ft was commissioned in August 2022 and running in parallel with the old regrind mill (BM6), the 12 ft x 16 ft. The Fine-Ore-Bin (FOB) has a capacity of 2000 tons and a live capacity of approximately 1500t and providing the ROM primary mills with about 12 to 14hrs run. The crushing section runs on three shifts per day throughout the week.

The BM3 regrind mill which was running in parallel with BM6 has since been converted to a primary rod mill and enabled the ROM milling capacity from 100tph to 115 tph.

The regrind duty is performed by BM6 (12 ft x 16 ft) and BM10 (12 ft x 18 ft) which are operated in parallel and both mills in closed circuit with a set of eight x 250 mm diameter cyclones.

Approximately 48% to 55% of the gold production is recovered as gravity gold using Knelson Concentrators. Knelson Gravity Concentrators are fed from the primary mills and their concentrate is stored and processed further on a Gemini shaking table every 24 hours with the tailings recycled back into the circuit. Gemini table concentrates are taken for direct smelting whilst the tailings are sent to an Intensive Leach ("IL") circuit. The tails from the IL are sent back to milling.

The tails of the Knelson Concentrators are pumped to a cyclone cluster with the coarse product (U/F) going for regrind and the fine product (O/F) sent to the Carbon in Leach (CIL) plant. The CIL consists of one pre-aeration tank and eight leach tanks where alkaline-cyanide leaching and simultaneous adsorption of dissolved gold onto granular activated carbon takes place.

Oxygen generated from a Pressure Swing Absorption ("PSA") oxygen plant is added into the first CIL tank; liquid oxygen is also available in the event of the oxygen plant being out of circuit for maintenance or breakdowns. There is a TAC 1000 cyanide online analyser which measures and controls cyanide addition. This process control system, in conjunction with oxygen injection, has reduced cyanide consumption.

Elution of the gold from the loaded carbon and subsequent electro-winning is done on site. There are two 2.5 tonne elution columns which operate in parallel. The design of the columns is unique in that the elution and the electro-winning processes take place in the same pressurised vessel. The advantage of this is that there is no circulation of solution outside the vessel which requires heat exchangers for heating and cooling. The overall effect is that the system is very energy efficient and cost effective.

During electrowinning the gold is deposited on steel wool cathodes within the elution column, and the loaded cathodes are removed on a planned cycle and acid digested. The resultant gold solids from acid digestion and the re-dressed gold concentrate from Knelson Concentrators are smelted into bars. The granular activated carbon is regenerated in a kiln before it is recirculated back to the CIL section. Loaded carbon is not acid treated to reduce reagent costs. Carbon reactivation has remained acceptable although the acid treatment can be re-introduced if required. The gold bullion, in the form of doré bars, is delivered, as required by Zimbabwean gold-mining law, to the Government-operated Fidelity Printers and Refiners for sampling and refining.

Power is supplied from the national grid, but a fully automated diesel driven power plant is available when power trips occur. The diesel power generation sets have a capacity of 10 Megawatts and can service both the mine and the plant when required. A 12.5 Megawatt solar plant was erected and commissioned to act as an alternative power source for the plant and mining operations.

The plant tailings from CIL are deposited to a Tailings-Storage-Facility (TSF), located close to the plant. The maximum amount of tailings water is pumped back to the metallurgical plant for re-use. Daily management and operation of the tailing deposition area is contracted out to the Zimbabwean subsidiary of Fraser Alexander

Item 14 (c) – Energy, Water and Process Materials Requirements

I. Labour Requirements

Table 28 summarises the current labour complement for the Blanket Gold Plant. The Electrical Engineer is not included in the above table as he is shared between the plant and the mine. All the plant employees are adequately trained and from observation around the plant, as well as the condition of equipment. The higher labour complement is in part due to the manual control nature of the plant. The plant does not have a central process control system, but there are local controls in areas such as mill feed control, cyanide addition.

Table 28: Plant Labour Complement

Section	Position	Number
Plant Senior Staff	Plant Manager	1
	Asst. Plant Manager	1
Plant Staff	Plant Metallurgist	1
	Plant Foreman	1
	Metallurgical Technician	1
	Plant Operators	4
	Mill Clerk	1
	Elution Supervisor	1
	Senior Smelting Assistant	1
	Senior Lab. Assistant	1
Primary Crusher	Senior Crusher Attendants	2
	Crusher Attendants	13
Secondary Crusher	Senior Crusher Attendants	1
	Crusher Attendants	5
	Crusher Attendants	1
	Gravity &Smelting Assistants	3
Milling	Mill Attendants	4
	Mill Attendants	10
Elution	Senior Elution Assistant	1
	Elution Assistants	2
	Elution Attendants	3
Tailings	Supervisor	1
	Slimes Dam Attendants	3
	Pump Attendants	3
CIL	CIL Attendants	4
	CIL Attendants	6
	CIL Attendants	1
Water	Water Works Attendant	1
	Water Works Attendant	2
	Water Works Attendant	1
Metallurgical Lab and Sample preparation	Laboratory Assistants	2
	Laboratory Assistants	1
Sub Total		**83**
Engineering	Mechanical Engineer	1
	Foreman	1
	Fitter	5
	B/Maker	4
	Plumber	1
	Rubber Liner	1
	Assistant Fitter	5
	B/maker Assistant	4
	Lubricator	1
	R/Liner Assistant	1
	Plumber's Assistant	1
	Electrician	1
	Assistant Electricians	1
Sub Total		**27**
Total		**114**

***Source**:* Blanket Mine

II. Reagents and Consumables

The reagent and consumable consumptions are shown in Table 29. The forecasted consumptions are not expected to change significantly.

Table 29: Reagent and Consumable Consumptions

Item	Unit	Average Past Year
Grinding Media and CIL Reagents		
Rods	kg/t	0.68
Balls- 40 mm	kg/t	0.89
Total Steel Media	kg/t	1.57
Lime	kg/t	1.68
Carbon	kg/t	0.07
Sodium Cyanide	kg/t	0.85
PSA Oxygen	kg/t	3.42
Elution Consumables		
Steel Wool	kg/t C	0.244
Caustic Soda	kg/t C	42.91

***Source**:* Blanket Mine

Some of the higher consumptions of reagents was due to the high retention times of approximately 72 hours in the CIL circuit. This mainly affects carbon consumption due to the long exposure to agitation and abrasion in the CIL tanks, as well as cyanide consumption.

ITEM 15 – PROJECT INFRASTRUCTURE

Item 15 (a) - Mine Layout and Operations

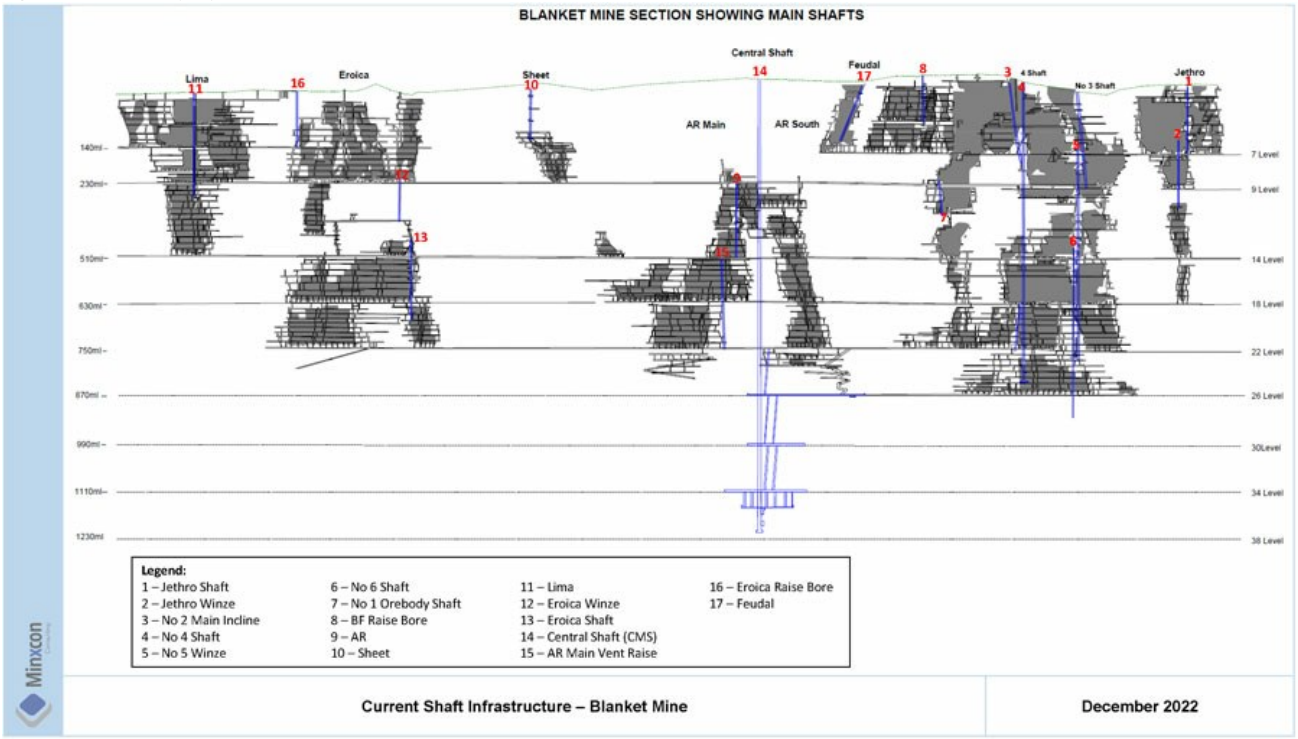
The Blanket Mine consists of a series of small shafts (Table 30) providing access to the underground workings of the various orebodies that are being mined.

Table 30: Blanket Mine Shaft Access

Name	Description
Jethro Shaft	The shaft has dimensions of 3 m x 2 m and is mainly utilised for the transport of men and material from surface to 7 Level. The shaft is equipped with a single drum winder with a 22 mm rope and capacity of 10 men.
5 Winze (Sub-Shaft)	5 Winze has dimensions of 3 m x 2 m and is a sub-shaft and is mainly used to transport men and materials between 7 Level and 22 Level. This shaft is similarly to Jethro shaft equipped with a single drum winder with a 20 mm rope and a capacity of 10 men
6 Winze (Sub-Shaft)	6 Winze has dimensions of 3 m diameter and is a sub-shaft used mainly for the hoisting of ore from 26 Level to 22 Level from where ore is transported to No. 4 Shaft for hoisting to surface. This shaft is equipped with a 112 kW single drum winder with a 24 mm rope and a capacity of 3 t skip or 500 tpd. At the bottom of 6 Winze shaft is a 12 kW spillage pump.
Blanket Shaft (No. 4 Shaft)	No. 4 Shaft was historically the main production shaft of Blanket Mine. No. 4 Shaft has dimensions of 4 m x 2 m with two compartments. This shaft is mainly used for the hoisting of ore and waste rock from 22 Level to surface. The shaft is equipped with a 560 kW thyristor driven double drum winder with a 34 mm rope and capacity of 5t per skip or 2,000 tpd.

The current access infrastructure is detailed in Figure 48.

Figure 48: Current Shaft Infrastructure – Blanket Mine



Several expansion projects have either been completed or are planned for the Blanket mining operations in order to increase production. The majority of the expansion projects will consist of the below 750 m Level (22 Level) expansion projects.

The first project includes the sinking and construction of the new CMS in-between the AR Main and AR South / Blanket orebodies from surface to below 1,203 m Level (just above 38 Level) and its associated infrastructure. Sinking and equipping of the shaft has been completed with the development of the associated ore pass system and loading station development currently in progress.

Further projects include the development of various decline shaft infrastructure targeting specific mining areas in order to increase production. The planned shaft infrastructure development declines planned are listed inTable 31.

Table 31: Planned Shaft Infrastructure Development

Description	Target Area	From (Level / Area)	To (Level / Area)
Decline 2	AR Main	750 mL / ARM	Below 870 mL / ARM
Decline 3	Eroica	750 mL / Eroica	990 mL / Eroica
Decline 4	AR South / Blanket	870 mL / ARS(Blanket)	930 mL / ARS(Blanket)
Decline 5	AR South / Blanket	885 mL / ARS(BL Blanket)	930 mL / ARS(Blanket)
Decline 6	AR South / Blanket	930 mL / ARS(Blanket)	990 ml / ARS(Blanket)

Item 15 (b) – Infrastructure

I. Surface Infrastructure

Surface infrastructure comprises mine offices, change houses, mine headgears, workshops, storerooms, a processing plant, hospital, tailings facility and an assay laboratory.

Production shafts on surface consist of the No. 4 Shaft and the Jethro Shaft. Sub-shaft infrastructure in the form of the No 5 Winze connects Jethro to the underground workings. Other shafts and raise bore holes on surface, primarily used for ventilation purposes, include Lima, Eroica and Sheet. A total of 11 hoists are installed at the mine, three of which are used for ore handling (No. 2 incline shaft, the No. 4 vertical shaft and 6 Winze shaft). The surface infrastructure at the Blanket Mine is illustrated in Figure 108.

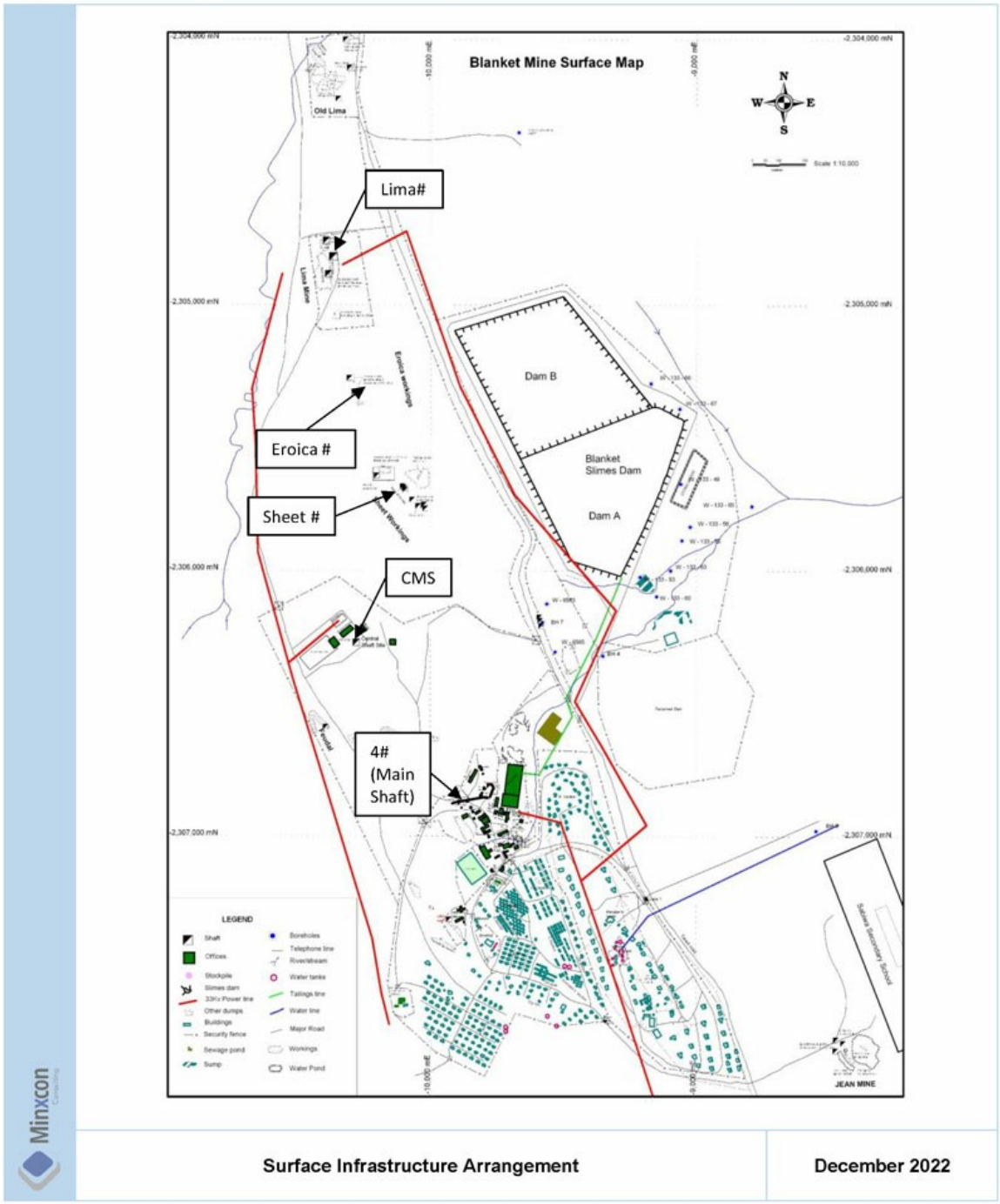
The existing infrastructure at the Blanket mine will be utilised in parallel with new infrastructure which is specifically aimed at targeting the Below 750 m Level mining areas. The extensions entail the sinking of the new CMS (currently completed except for the loading station and ore pass system) from surface down to 1,203 m Level (just above 38 Level). 6 Winze sub-shaft located close to 5 Winze sub-shaft is used to access the Blanket complex below 750 m Level and will provide secondary access to the new CMS.

The new CMS is not lined and has a four-compartment, 6 m diameter layout, equipped with a 2 x 3,642 kW double-drum winders one rock and the other men and material. Once fully equipped and commissioned, this shaft will be used as the main route for the transport of men, material, and rock.

On surface, a 900 mm wide, 50 m long overland waste conveyor will transport waste rock to a rock dump. Additional supporting surface infrastructure will include shaft offices, change rooms, lamp rooms, etc. New housing for both senior and junior staff is also planned in anticipation of the increased production profile.

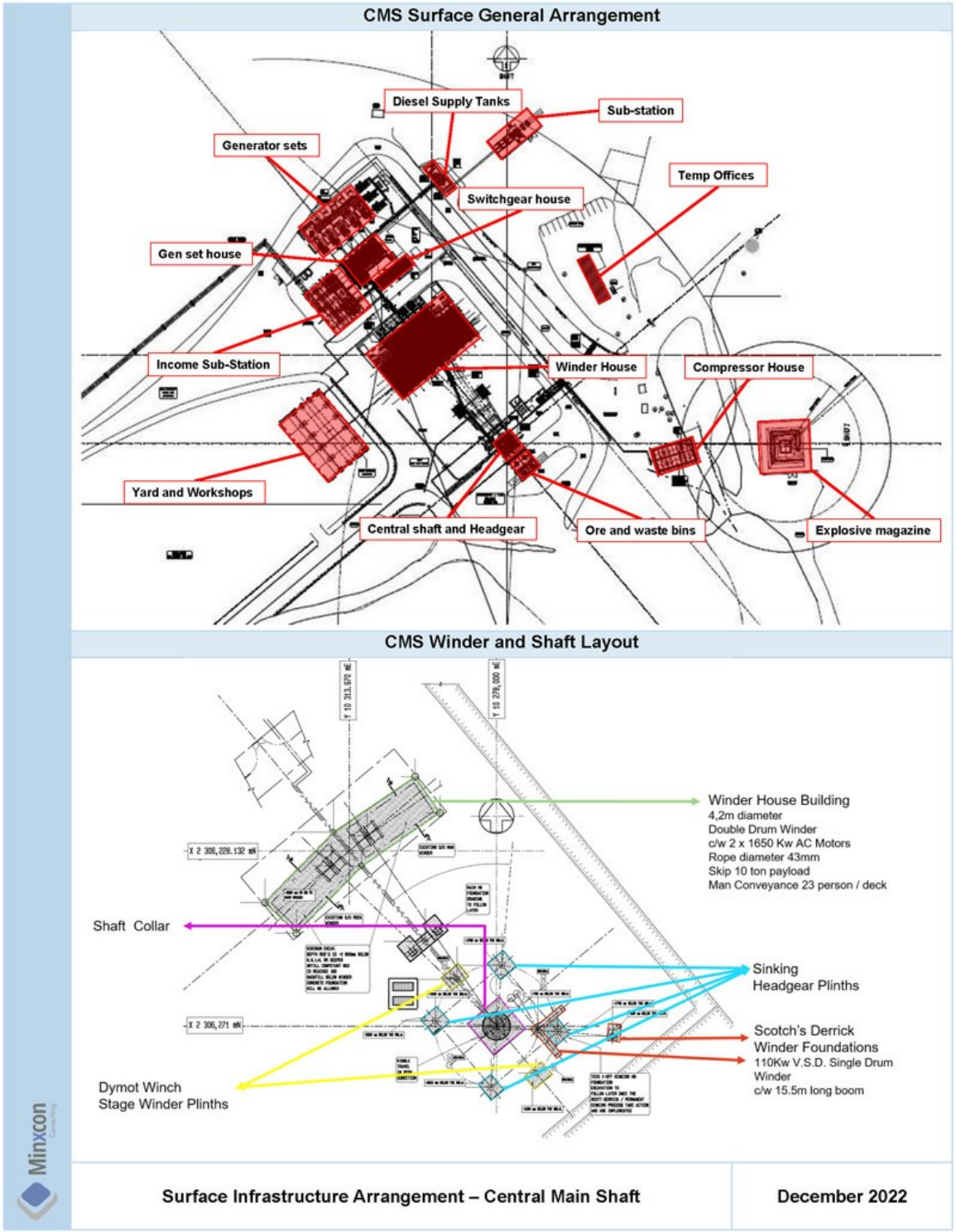
A TSF is also located near the Project Area. The labour force and their families reside within a kilometre of the mine in accommodation provided by the Mine.

Figure 49: Surface Infrastructure Arrangement



The planned surface infrastructure layout and general arrangement of the CMS is illustrated in Figure 50.

Figure 50: Surface Infrastructure Arrangement – Central Main Shaft



The 5 Winze currently extends from 140 m Level down to the 750 m Level, while 6 Winze currently extends down to 870 m Level. Men and materials are hoisted via the Jethro vertical shaft, 5 Winze and 6 Winze to the new underground mining areas, as well as through CMS since its commissioning in July 2021.

Development waste and ore are hoisted with two 5t skips at No. 4 Shaft and two 10 t auto discharging rock skips through the CMS. The loading level at CMS is being equipped with a loading station as well as ore bins. The loading arrangement is equipped with loading flasks and spillage bins similar to the current arrangement at 765 m Level at No. 4 Shaft.

The CMS loading station (currently being developed) will include two silos, 1 x waste and 1 x reef with bulkheads on Load and Pump level feeding into the loading bin utilising a 1,050 mm conveyor belt. CMS is equipped with 2 x 3,642 kW double drum winders the on a rock winder with two 10 t skips attached to 44 mm diameter rope. The other winder is a men/material winder with a double deck cage and counterweight with 44 mm diameter rope. The cage has a capacity of 40 persons per deck.

II. Mining Section

Underground drilling is conducted with Seco 25, Seco 215 rock drills and Seco 36 (Konkola) drifters. The rock drills are used mainly for development and the drifters for production, i.e. long-hole drilling.

Similar to the underground rail-bound fleet, the same mining equipment utilised at the operational sections of Blanket Mine will be utilised once the expansion projects of CMS have been completed with some additional quantities to allow for the planned increase in production.

III. Dewatering

Currently, underground water is pumped to surface from the 7 Level pump station at a rate of between 70 m³ and 100 m³ per hour. The pump station has a maximum pumping capacity of 150 m³ per hour to handle excessive water inflow (especially during the rainy seasons). Pumping is done in stages on different major levels: 7, 9, 14, 22 and 26, and smaller sectional stations below 26 Level. All shafts have submersible pumps at the bottom of the shafts (Jethro, 5 Winze, 6 Winze shaft, No. 4 vertical shaft and CMS) which pump to the nearest major pump station.

The CMS main pump station located just below 34 Level (belt and pump level) will be equipped with a 5 m diameter high-rate clarifier settler as well as a 7 m diameter vertical dam with a capacity of 1.5 Ml. Clear water will overflow from the settling arrangement into the clear water dam and the settler underflow will be pumped directly to surface with a positive displacement pump.

Item 15 (c) – Services

I. Power Supply and Reticulation

ZESA supplies power to Blanket Mine from their main Eagle Vulture 132KV/33KV substation about 17km out of Gwanda. The main supplies are the 33 kV and the 11 kV overhead lines. The 33 kV supply feeds Lima, Reclamation, the main substation at No. 4 Shaft (and adjacent to the processing plant) and Central shaft. The 11 kV supply feeds slimes dam, Smiler shaft and the village. The 11 kV is further transformed to 550 V supply at Smiler and at Slimes dam. The ZESA power allocation to No. 4 Shaft, Jethro Shaft, 5 Winze and 6 Winze Complex is 12 MVA with a current notified maximum demand ("NMD") of 11.5 MVA.

The Blanket Mine has investigated and approved the option of employing a solar power plant to supplement existing power supply to the Blanket Mine. The solar plant has been installed and commissioning is planned for September 2022. The solar plant will potentially add 12 MW AC of capacity to the Blanket Mine power supply.

Blanket also has 4 x 2.5 MVA generators at No. 4 Shaft and with total installed capacity of 10 MVA. Additional standalone diesel generators with suitable switchgear, transformers, and controls were also installed at CMS to ensure that the mine can stay operational during power interruptions. This additional installation has a total installed capacity of 8 MVA and is illustrated in Figure 113 Figure 113. Total installed generator capacity at Blanket is 18 MVA.

At the Blanket main substation, the 33 kV line terminates into 3 x 3 MVA and 1 by 6MVA, 33 kV/2.2 kV transformers: all four are active. The Mine de-commissioned one 3 MVA 33 KV/2.2 kV transformer when 6 MVA transformer was commissioned. The 2.2 kV supply from one transformer feeds the main Blanket compressors and the underground reticulation feeder through a 1,250 A vacuum circuit breaker. The other 2.2 kV supply from the second transformer feeds the RoM section of the processing plant (on 2.2 kV and 550 V supply) through a 1,250 A vacuum circuit breaker.

The third transformer feeds the 2.2 kV No. 6 Ball Mill, CIL section and elution plant which operates on 400 V supply.

The main substation has a maximum demand of 15 MVA at a calculated power factor of 0.85. The acquisition and installation of a power factor correction unit to increase the power factor to the required 0.99 is currently underway.

All equipment underground, i.e., winders, pumps and fans operate on 550 V. The 2.2 kV underground feeder is therefore transformed at different levels to run the relevant equipment on those levels.

The 33 kV ZESA supply at Lima terminates into a 2.5 MVA 33 kV/550 V transformer which supplies mainly the Lima hoist, 2 x GA250 and 1 x GA160 screw compressors. A power factor correction unit has been installed in this substation.

The 33 kV supply at reclamation terminates into a 1 MVA 33 kV/400 V transformer, which feeds the raw water supply pumps for the Central shaft.

Power to the new shaft complex will be supplied via a 2.5 km 33 kV overland powerline leading to the shaft sub-station. Power will be distributed through 2 x 6.3 MVA 33 kV/ 6.6 kV/525 V transformers and its associated switchgear. For the underground environment 250 kVA 6.6 kV/550 V transformers will be used to drive larger components such as conveyors and larger portions of the production sections. 50 kVA 550 V/110 V transformers will be used to step power down from 550 V for lighting purposes.

The expected NMD for CMS is 8MVA. Metering of the actual NMD is only 7.5 MVA, while the current ZESA total allocation to CMS is up to 12 MVA. This indicates that application will be required to increase the allocation for the CMS by 4 MVA.

There are no material risks associated with the power supply to Blanket.

II. Water Supply and Reticulation

ZIMWA holds all water rights in Zimbabwe and Blanket subsequently purchases process and domestic water from ZIMWA. Water for the mine, metallurgical plant and the mine village is obtained from the Blanket dam which is located 5 km east of the Mine. The Blanket Dam has a total capacity of 15 Mm³. In addition to this water source, the mine has equipped several boreholes to alleviate water shortages during the dry season and droughts.

An average of 80,000 m³ per month is pumped from the dam using 2 x 80/250 CEN stork pumps which are installed at the dam.

Two x 80/250 CEN stork pumps are also installed halfway between the dam and the mine. One of the pumps supplies water to the domestic water tanks where the water treatment plant is installed and the other pumps to the processing plant. The domestic water is purified at the water treatment plant, pumped to storage tanks and then gravitated to all the houses on the mine.

Most of the processing plant water is recycled from the slimes dam and underground. However, besides additional water from the Blanket dam, as stated above, five boreholes have been drilled to augment the processing plant supply.

Capital is allowed for new pumps, valves and pipelines to be used for the reticulation of water on surface. Service water will be transported through these pipelines separate from potable water. Water on surface will be used for fire suppression and will service the ablution facilities of the shaft offices and change houses. New 80/250 single stage stork pumps will service the dams and water will be pumped through a 250 mm Asbestos Cement (“AC”) pipeline system to the new shaft complex. The CMS will include a 7 ML dam on surface that will be the main storage facility for the complex.

There are no material risks associated with the water supply to Blanket.

III. Ventilation

Ventilation at the Blanket Mine is largely natural with the No. 2 incline shaft, Jethro shaft, 5 Winze shaft and 6 Winze sub-vertical shaft down-casting. Shafts such as Lima, Sheet and Jethro Winze are used for up-casting ventilation. A single booster fan as well as several other fans are installed at development ends to aid ventilation.

Once mining operations expand to the below 750 m Level the operation will remain naturally ventilated with the assistance of a number of booster fans, specifically in development ends. Ventilation throughout the workings is deemed to be sufficient for the current and planned production rates.

IV. Compressed Air

Underground drilling and lashing is aided by compressed air. This creates a significant compressed air demand and subsequently a total compressed air capacity of 37,600 cfm is installed on the mine. Compressed air is fed underground at Blanket via an 12" pipeline with an additional 4" line feeding the plant. The air supply at Lima is fed underground via a 6" pipeline.

CMS currently has an additional compressor house comprising of two GA 250 and two GA 160 compressor units capable of combined capacity of 5,000 cfm at a pressure of 7 bar, pumping through and 8” line that is connected to the main 12-inch shaft pipeline that goes all the way to the bottom of the shaft, with tee-off at each level from 22 Level. As a permanent set-up at CMS, a new compressor house, complete with a 16t overhead gantry crane is being constructed on surface. This compressor house will accommodate and extra 1 x Ingersoll Rand TurboAir 6000 (to be commissioned by end of 2022) in addition to the existing compressors. This additional compressed air supply will complement the existing compressed air infrastructure in order to sustain the increased tonnage profile and subsequent increase in drilling equipment.

V. Logistics

For details on logistics infrastructure (road, rail and means of transport) refer to Item 4 (b) and Item 4 (d).

ITEM 16 – MARKET STUDIES

Item 16 (a) – Commodity Market Assessment

The following sections provide an overview of the gold market. The QPs have reviewed these studies and analyses and are satisfied that the results support the assumptions in the TRS.

The following gold market conditions for the year 2022 have been identified by the World Gold Council, as extracted from their Gold Demand Trends report and other World Gold Council data.

I. Gold demand (excluding OTC) jumped 18% year-on-year ("y-o-y") to 4,741 t, almost on a par with 2011, which boasted strong investment demand. Q4 2022 alone saw a record demand of 1,337 t.
II. Total annual gold supply increased by 2% y-o-y to 4,755 t, supported mainly by improved mine production that saw a four-year high, but remaining below the record 2018.
III. The gold price averaged USD1,800/oz in 2021, rising marginally to USD1,825/oz in 2022.
IV. The average global All-In Sustaining Costs ("AISC") rose to USD1,289/oz in Q3 2022, a 14% y-o-y increase and a record high.

I. World Gold Deposits and Reserves

The global minable gold reserves are dominated by Australia, Russia and South Africa due to the higher-grade deposits found in these regions, with averages generally well above the global average of 1.01 g/t. Africa continues to be home to some of the highest grade (and highest risk) projects in the world. The average grade differs significantly (33%) between producing and undeveloped deposits. This has important implications on future gold production, and at a gold price reaching low levels, many of these projects will simply not be economically feasible. Gold reserves globally total some 1,617 Moz Au (USGS, 2023).

II. Gold Supply and Demand Fundamentals

Gold supply increased in 2022, with marginally increased mine production supported by upturn in recycling:-

- **Mine Production:** Global mine production slowed down from its 2.9% improvement from 2020 to 2021, although this was attributed directly to the impacts of lifting of COVID-19 lockdown restrictions. Primary production increased by a marginal 1.2% in 2022 (3,612 t) from 2021 (3,569 t) (World Gold Council, 2022a). Of this, China, Russia and Australia each contributed 10-11% (USGS, 2023). Canada and the United States are the fifth and sixth largest producers, despite the United States seeing a 9% production decline from 2021 to 2022. Colombia and Indonesia notably ramped up output through the year, as did Burkina Faso, Kazakhstan and Peru. South Africa increased output by 2.8%. Ghana remains the largest producer in Africa.
- **Net Producer Hedging:** According to the World Gold Council (2022a), the global hedgebook remained almost unchanged over the 2022 year ending at 167 t. Industry sentiments towards hedging have adjusted over the past two decades, with new hedging positions mainly either made opportunistically in the short-term, and small in size, or from companies with project or debt finance requirements.
- **Recycling:** Recycled gold supply in 2022 increased by 1%, remaining still 30% below the 2012 all-time high, despite a record annual average gold price in 2022. The first half of the year saw 6% y-o-y recycling volumes increases following a jump in gold price, slipping 4% y-o-y in the second half of the year as prices downturned (World Gold Council, 2022a). notable supply decline was noted from the Middle East, while India and Europe increased output

The 2022 year recorded highest demand levels in 11 years. This was driven by strong central bank purchases, boosted by slower ETF outflows and strong retail investor buying, as described by the World Gold Council (2022a). The World Gold Council highlights the following for the year 2022 across the demand sectors:-

- **Investment:** In 2022, investment demand (excluding OTC) increased 10% to 1,107 t. Abrupt Chinese investment demand slowdown due to COVID impacts was offset by strong growth in Turkey, Europe and the Middle East. Gold bars and coins demand grew by 2% to a nine-year high of 1,217 t. Exchange traded fund ("ETF") holdings fell by a 110 t (versus 189 t in 2021), further contributing to total investment growth.
- **Technology:** Hampered demand for consumer electronics in response to deteriorating global economic conditions drove down gold demand for technological applications, fuelled by drastically declined in Q4, with a full-year decline of 7%.
- **Jewellery:** Jewellery consumption softened by 3% at 2,086 t, mainly attributed to gold price surge in Q4.
- **Central Banks:** Gold is politically independent and bears no credit risk. Some central banks have been pursuing an overt policy of de-dollarisation. Gold is a safe haven as the international monetary system shifting towards multipolarity, thus will continue to be an important reserve asset for central banks. Annual buying in the sector reached a 55-year high of 1,136 t due to massive central bank demand over two consecutive quarters.

III. Gold Pricing

The average annual gold price in 2022 was USD1,800/oz, which is a new average record (World Gold Council, 2022a). Increases in US interest rates continued to outpace those of other major currencies in 2022 such as the euro and pound sterling, resulting in strong demand for the US dollar and pressuring US dollar gold prices. Initial strong US dollar and rising global interest rates resulted in downward pressure on gold prices, offset sharply in from October 2022 by a lower-than-expected US inflation result of 7.7%. Owing to this, as described by the Australian Office of the Chief Economist (2022), bond yields and the US dollar declined as markets revises down expectations for US interest rate increases.

The appeal of gold is undermined by increased bond yields for institutional and retail investors as a secure hedging asset as the opportunity cost of holding gold is increased. Since the commencement of the Russia-Ukraine war, heightened safe-haven gold demand has weakened the gold price-real bond yields relationship significantly Australian (Office of the Chief Economist, 2022).

Consensus opinion has the real gold price reducing over the short to medium term (Table 32).

Table 32: Gold Price Forecast (Nominal Terms)

	Unit	2023	2024	2025
Gold	USD/oz	1,700	1,716	1,665

Source: Consensus (*December* 2022)

IV. Gold Outlook

According to the Australian Office of the Chief Economist (2022), buying and investment demand will ease from stronger levels in 2022 and drive consumption down by 10% in 2023. Real bond yields are unlikely to decline significantly, and alternative safe-haven assets such as interest-bearing bonds will attract investment, offsetting safe-haven gold investment demand driven by political and economic concerns. Into 2024, consumption is expected to recover by 8%. This is mainly due to growth in global jewellery demand, with jewellery consumption expected to grow by 12% as economic recovery and forecasted gold price declines support purchases in key consuming nations such as India and China.

Into 2023, gold supply expected to fall as recycling activities ease in response to lower gold price, with scrap supply declining some 6.5% (Australian Office of the Chief Economist, 2022). Mine supply is projected to increase up to 2024, before falling slightly to 2027. A number of large mines in South Africa have been mothballed due to the deep nature of the orebodies and thus high running costs and increased risk. Other parts of the world are also seeing mines become unprofitable as rising costs and lower prices squeeze margins. Significantly less funds have been spent on gold exploration in recent years, and less major gold discoveries are being made. Notwithstanding, Australia, Canada, Chile, Brazil and Argentina have a number of pipeline projects set to come into operation over the period, offsetting mine closures in China due to stricter environmental and safety regulations. The supply is anticipated to recalibrate through mine production increases, to support relatively steady global supply of gold in 2023 and 2024.

In the short to medium term, gold prices are forecast to fall at an average annual rate of 4.9%, from USD1,800/oz in 2022 to USD1,625/oz in 2024 (Australian Office of the Chief Economist, 2022). The resistance that gold prices displayed towards sharp increases in real bond yields in 2022 is expected to weaken as global inflation cools and interest rates continue to rise. As described by the Australian Office of the Chief Economist (2022), “Lower safe haven demand will do less to ameliorate the impact of higher interest rates on gold demand”.

A major risk to the gold supply chain and pricing in the short to medium term is the potential for new COVID variants, as well as disruptions associated with the COVID containment toolkit announced by China that could impede demand from this major importer. New COVID-related factors that may emerge have the potential to other positively (gold as safe haven asset) or negatively (lower demand) affect the gold price. Geopolitical tensions due to the Russian invasion of Ukraine may also continue to provide higher price support.

Item 16 (b) – Contracts

On January 28, 2014 Caledonia announced that as a result of new regulations introduced by the Zimbabwe Ministry of Finance, all gold produced in Zimbabwe must now be sold to Fidelity Printers and Refiners Limited ("Fidelity"), a company which is controlled by the Zimbabwean authorities and which is now responsible for the final refining and marketing of all gold produced in Zimbabwe. Accordingly, all of Blanket’s production has subsequently been sold to Fidelity, effective March 2014. According to the agreement, Blanket should receive 98.5% of the value of the gold (LMBA pm fix discounted by 1.5%) within a maximum of 9 days of a sale to Fidelity.

ITEM 17 – ENVIRONMENTAL STUDIES, PERMITTING AND PLANS, NEGOTIATIONS, OR AGREEMENTS WITH LOCAL INDIVIDUALS OR GROUPS

Item 17 (a) – Relevant Environmental Issues and Results of Studies Done

Information regarding environmental consideration is taken largely from AGS (2006), Fraser Alexander Zimbabwe (Pty) Ltd (March 2010) and Blanket Mine (November 2009).

SRK completed a full EIA in 1995 to identify the major detrimental aspects of the mining operation and recommend remedial measures. It was identified that there is potential to pollute groundwater from the TSF. Per MSA (2011), a risk assessment of the TSF complex was completed in 2002 including safety and environmental aspects of deposition and stability analysis. The dam was not lined prior to deposition, and MSA stated that seepage will decline as the slime level rises. An additional mitigating factor is that the seepage waters are not acidic and established dewatering holes lower the pollution to more acceptable levels.

No further significant detrimental environmental impacts were identified by that study. No further environmental studies or assessments have been provided to the QPs. The QPs are not aware of environmental issues that could materially impact the issuer's ability to extract the Mineral Resources or Mineral Reserves.

Caledonia, the owners of the mine from June 2006 to date, developed an Environment Management Plan, which describes the plan followed by the mine staff to ensure continuous environmental improvement and management An updated Environment Management Plan was registered with the EMA in 2020. This serves as the guideline for all environmental issues at Blanket Mine and deals with new environmental disturbances that requires additional permits and authorisations further to those described in Table 4.

Caledonia endeavours to address any newly identified potential environmental impacts through appropriate study work, and remain transparent and complaint in terms of required authorisations.

Item 17 (b) – Waste Disposal, Site Monitoring and Water Management

The Blanket Mine tailings operation is a gold tailings operation, comprising two TSFs/compartments adjacent to one another. These TSFs, namely A & B, were combined in 2015 to make one TSF. All tailings effluent is now being decanted via the previously TSF A penstock. The TSF is operated as a paddock (or day wall) operation. Decanting of the TSF occurs through the penstock, with Dam A having an elevated penstock installed in 2005/2006. TSF A is the initial TSF with TSF B having been constructed subsequently and adjacent to Dam A. The TSF has very current annual survey which is done by an external consultant and the information is available at the survey office. The TSFs are operated by Frazer Alexander Zimbabwe.

The unresolved issue of the hard naturally occurring groundwater is an outstanding concern for the closure plan of Blanket. A letter was written in December 2012 to the EMA requesting:-

1. Oxygen absorbed to be removed from the sampling parameters because it has limited relevance to groundwater.
2. The TDS Limit Value increased to ≤2,500 blue band to reflect the naturally occurring groundwater.
3. In response to EMA suggesting the sewage pond outflows be used to irrigate the TSF vegetation which is being done; the sewage outflow should be removed from the sampling parameters as the "end of pipe" will reflect in the TSF unsaturated zone monitoring.
4. In terms of the current tailings disposal permit, Blanket Mine is required to measure parameters including pH, conductivity, sulphates, nitrate, TDS, zinc, iron, manganese, free cyanide and turbidity. Generally, all results have been within acceptable limits except for manganese and conductivity, which are apparent in the control borehole.

Similar monitoring of the sewage disposal area shows that all holes are in the acceptable green category. The sewerage ponds are now classified in the red category under the EMA as they are not lined. In March of 2020 Blanket Mine engaged Epoch Resources (Pty) Ltd ("Epoch") to undertake an audit review of the tailings operation at the Blanket Mine. The audit review identified no significant operational or design risks associated with the dam. Although an official report has not been received, this has been hampered by the COVID-19 pandemic.

The TSF is audited annually by Fraser Alexander, however there is a requirement for an audit to be done by an independent auditor once every third year, as was the case during the 2020 audit. Tonnages are recorded monthly by the contractor to facilitate the determination of the rate of rise ("RoR"). However, at a production rate of 1,768 tpd the RoR is 1.5 m per year based on the final design area of 28 ha, which is well below the legal maximum of 2 m per year. The following practices are being carried out on the TSF maintenances:-

- The annual dam survey is carried out annually by an external survey consultant in the last quarter of the year
- All monitoring tools are in place and well documented and Fraser Alexander is providing monthly reports.
- A minimum vertical freeboard of 2.0 m for the dam is maintained at all times.
- Piezometers are checked by carrying out Upset Tests to confirm that they are fully operational. This is currently being done once per month.
- An updated comprehensive survey be carried out on the entire TSF, including the dam basins, position of drains, penstock outlets and piezometers. This is now being done every October.
- During the audit of the TSF the stability assessment is undertaken.

Environmental monitoring or sampling requirements are stipulated for the environmental permits issued (Table 4). The requirement for the majority of these is quarterly. Air emissions sampling exercises are completed annually. Blanket Mine Company has informed the QP that EMA conduct quarterly site inspections and are satisfied with these procedures.

The TSF borehole monitoring, sewage ponds and car wash monitoring are done quarterly. The domestic waste has no monitoring facilities and Blanket are in the process of obtaining an EIA to construct a lined landfill with monitoring boreholes.

Item 17 (c) – Permit Requirements

Permit requirements for the Mine are detailed in Item 3 (f). A number of licence are renewed annually; renewal periods are not expected to hinder operations. Blanket Mine remains compliant with legislation and all regulations applicable to the mine site.

Item 17 (d) – Social and Community-Related Requirements

In 2012, 10% of Blanket Mine was donated to Gwanda Community Share Ownership Trust and 10% is held by Blanket Employee Trust. Blanket's investment in community and social projects is not limited to the operation of the mine and the welfare of its employees but includes payments to the Gwanda Community Share Ownership Trust in terms of Blankets dividends as well as certain ex gratia project related payments.

In December 2019 Blanket Mine launched a formal Corporate Social Responsibility Programme which will see the Mine making a greater, more visible, investment in corporate social giving. The five key pillars of focus are Education, Health, Environment, Agriculture and Women and Youth Empowerment. In the first quarter of 2020, under the Agriculture pillar, Blanket Mine re-equipped a four-hectare irrigation plot that supports 20 families in Gwakwe Communal lands. A new perimeter fence was erected around the plot and the farmers were provided with seed and farming tools. Under the Education pillar, work commenced on the renovation of two primary schools which were in a state of disrepair. One school is in Gwanda South, the other is situated close to Blanket Mine. During the same period another school received a donation of school desks.

When the COVID-19 pandemic became a major issue of concern in Zimbabwe, Blanket Mine responded by embarking on an awareness campaign, distributing informative flyers and putting up awareness posters at schools around the mine, in the surrounding communal lands and in Gwanda town. Cash donations amounting to ZWL21 million were made towards the Chamber of Mines' COVID-19 response initiative while the Mine committed to further weekly contributions. A donation of hygiene consumables and personal protective equipment ("PPE") was made to the Gwanda Prison. A consignment of PPE was procured for donation to Gwanda Provincial Hospital. In addition, Blanket Mine committed to renovating and extending Phakama Polyclinic in preparation for the imminent arrival of COVID-19 in Gwanda.

Several more projects are planned for the upcoming financial year and plans are well underway to complete these.

Small scale and artisanal gold miners are present within the Project Area. Satellite projects deemed to have limited exploration potential are viewed in terms of their potential to generate goodwill by making them available to local small scale miners and artisanal groups through 3-year renewable Tribute Agreements as part of the Company's Corporate Social Responsibility. The claims that are being tribute are Mbudzane Rock, Annette, Dan's Luck, Banshee J, Cinderella, Gum, Mascot, Mazeppa, Spruit, Rubicon and Bunny's Luck. Other than for the purpose of the Company's Corporate's Social Responsibility, tributing claims provides Blanket Mine with security of tenure against the "Use it or Lose it" principle. The tribute agreements do not have any effect on Blanket Mine's exploration/mining plans.

Item 17 (e) – Mine Closure Costs and Requirements

In October Blanket Mine contracted Knight Piésold to update the mine closure plan, which is required to be updated regularly, including estimate the costs of decommissioning and closure of the mine. This study included all aspects of the mining operation such as open workings, waste dumps and infrastructure. An updated decommissioning and reclamation cost estimate was undertaken by Blanket Mine and reported in December 2021.

There are a number of Government of Zimbabwe regulations and guidelines including the Mining General Regulations, the EM Act and the Waste Disposal Regulations which cover a mine's closure obligations. These are all addressed and costed in the Knight Piésold report. The closure plan aims to ensure site stability and safety from both a physical and chemical perspective, allowing for a post-closure environment that suits current land uses. The plan envisages concurrent closure obligations being carried out, where possible, with mining operations. Focus is placed on minimisation of environmental damage, protection of stream water quality, decrease in public health and safety hazards and provision for domestic livestock use.

The closure cost estimate was calculated at USD3.1 million by Knight Piésold, including a 13.8% contingency. The mine is not required to post a guarantee for this amount, but has reached an agreement with government that the break-up value of the plant and mine infrastructure be pledged as a guarantee for the closure cost. It is the intention of Blanket to continue self-funded small scale operations for five years after closure, during which time salvaged material and equipment will be sold off and operations will be wound down.

Item 17 (f) - Adequacy of Current Plans

It is the opinion of the QPs that Blanket Mine has adequate plans, protocols and execution strategies in place to remain compliant with social and environmental obligations. No risks have been identified.

Item 17 (g) – Local Procurement and Hiring

The main priority of Blanket Mine Company with respect to procurement of goods and services is to procure such goods and services from within Zimbabwe. However, the cost, quality, and availability of goods and services is considered when a procurement decision is being made. If goods or services are not available within Zimbabwe or there is a significant benefit to buying outside of Zimbabwe, the blanket mine company would buy elsewhere.

All of Blanket Mine Company's employees at Blanket are Zimbabwean nationals and the company recruits Zimbabwe people with the level of skill and experience required of the relevant position.

ITEM 18 – CAPITAL AND OPERATING COSTS

Item 18 (a) – CAPITAL COSTS

The total Blanket operation mining and infrastructure project and sustaining capital budget for the years 2023 to 2025 is listed in Table 33. It should be noted that subsequent to capital budgets approval, updated capital estimates were received from Knight Piesold for the new TSF, hence the TSF capital will not reconcile with the NI43-101 capital budgets. Renewals and replacements capital expenditure are capital expenditures resulting from improvements to and major renewals of existing assets. Such expenditures serve to maintain existing operations, but do not generate additional revenue. Renewals and replacement capital for the operation from 2026 has been allowed for and is based on 12% of total OPEX per annum.

Table 33: Blanket Operation Project Capital Budget 2023 - 2025

Capital Expenditure	2023	2024	2025	Total
Mechanical Engineering	1.69	6.54	4.72	12.95
Electrical Engineering	1.02	0.39	0.31	1.71
Deep drilling	0.99	0.99	0.78	2.77
Central Shaft	3.80	0.99	1.11	5.90
Capital development	9.77	8.23	5.24	23.24
Mill Engineering	0.39	1.65	2.63	4.67
Milling	0.00	0.00	1.51	1.51
TSF Phase 1a	12.74	0.00	0.00	12.74
TSF Phase 1b	0.00	4.75	0.00	4.75
TSF Phase 2	0.00	0.00	3.83	3.83
Technical (Planning & Survey)	0.22	0.72	0.47	1.41
Technical (Geology & Assay)	0.00	0.15	0.26	0.41
Exploration	0.29	0.00	0.00	0.29
Administration	0.99	0.00	0.30	1.29
Total	**31.91**	**24.40**	**21.15**	**77.46**

Off-reef development and infrastructure development has been capitalised from the mining operating cost and is reported as capital development. The capital development is undertaken throughout the LoM and consists mainly of opening-up development and 30 Level, 34 Level and declines to 38 Level infrastructure development. The QPs applied the capital development rates provided by Caledonia in the 2023 budget. The capital development rates are detailed in Table 34.

Table 34: Capital and Infrastructure Development Costs

Capital and Infrastructure Development	Unit	Cost
TMM Development	USDm	2,150
Track bound Development	USDm	900

Notes: Other development costs have been included in the development operating costs.

The current TSF is nearing the end of its life and provision has been made for the construction of a new TSF. The capital estimate is USD12.74 million for Phase 1a that would be spent over the one-year construction period, followed by USD4.75 million for Phase 1b in 2024 and USD7.65 million for Phase 2 split evenly over 2025 and 2026. Phase 1a construction would need to be completed by the end of 2023 at which time the current TSF would have reached its capacity.

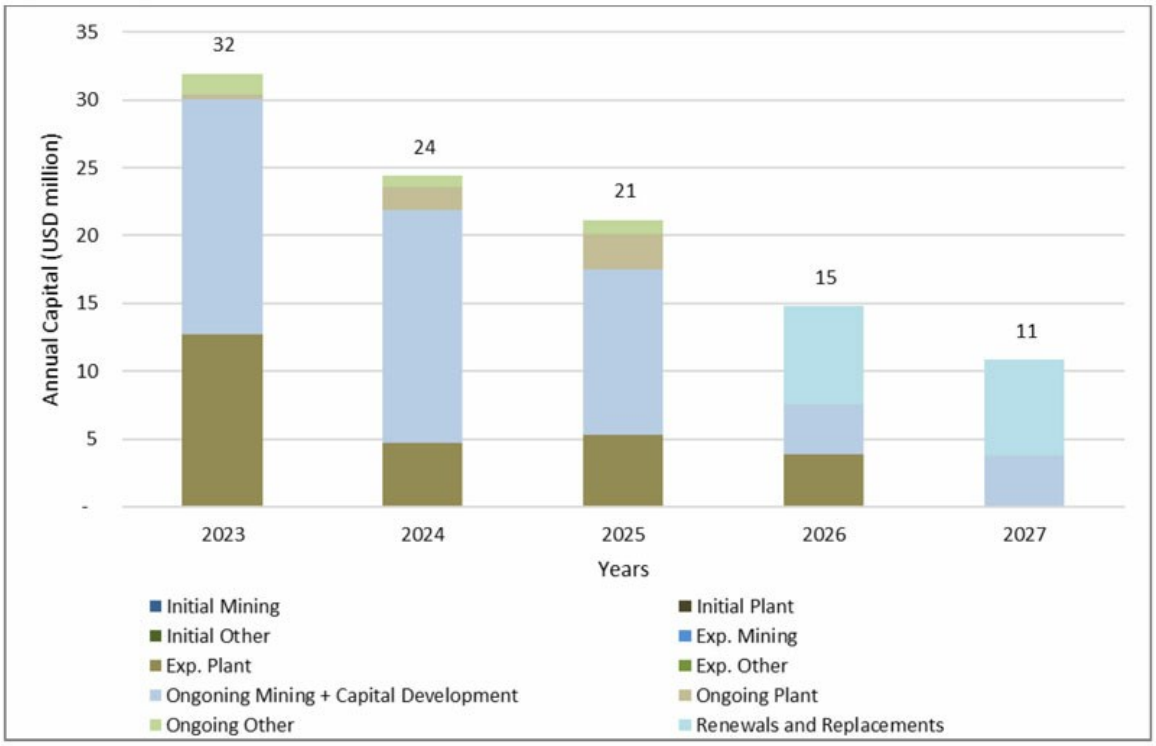
Table 35 details the total capital expenditure over the LoM. Capital expenditure totals USD103 million over the LoM, of which USD30.7 million is capital development and USD14.3 million is renewals and replacement expenditure. No additional contingencies have been applied to the budgeted capital expenditure, with longer terms budgets provided. A sensitivity to inclusion of contingencies can be seen in Item 19 (b).

Table 35: Capital Summary

Capital Expenditure	Over LoM	Blanket Mine
Mining Capital	**Unit**	
Mechanical Engineering	USDm	12.95
Electrical Engineering	USDm	1.71
Deep drilling	USDm	2.77
Central Shaft	USDm	5.90
Capitalised Development	USDm	30.74
Renewals and Replacements	USDm	4.51
Sub-Total Sustaining Mining Capital	**USDm**	**58.58**
Total Mining Capital	**USDm**	**58.58**
Plant Capital		1.00
TSF Phase 1a	USDm	12.74
TSF Phase 1b	USDm	4.75
Milling	USDm	1.51
TSF Phase 2	USDm	7.65
Sub-Total Expansion Plant Capital	**USDm**	**26.66**
Mill Engineering	USDm	4.67
Renewals and Replacements	USDm	2.44
Sub-Total Sustaining Plant Capital	**USDm**	**7.11**
Total Plant Capital	**USDm**	**33.76**
Other Non-Direct Capital		1.00
Technical (Planning & Survey)	USDm	1.41
Technical (Geology & Assay)	USDm	0.41
Exploration	USDm	0.29
Administration	USDm	1.29
Renewals and Replacements	USDm	7.33
Sub-Total Sustaining Other Capital	**USDm**	**10.72**
Total Other Capital	**USDm**	**10.72**
Total Expansion Capital	**USDm**	**26.66**
Total Sustaining Capital	**USDm**	**76.41**
Total Capital Contingencies	**USDm**	**0.00**
Total Capital	**USDm**	**103.06**

Figure 51 illustrates the capital schedule over the LoM.

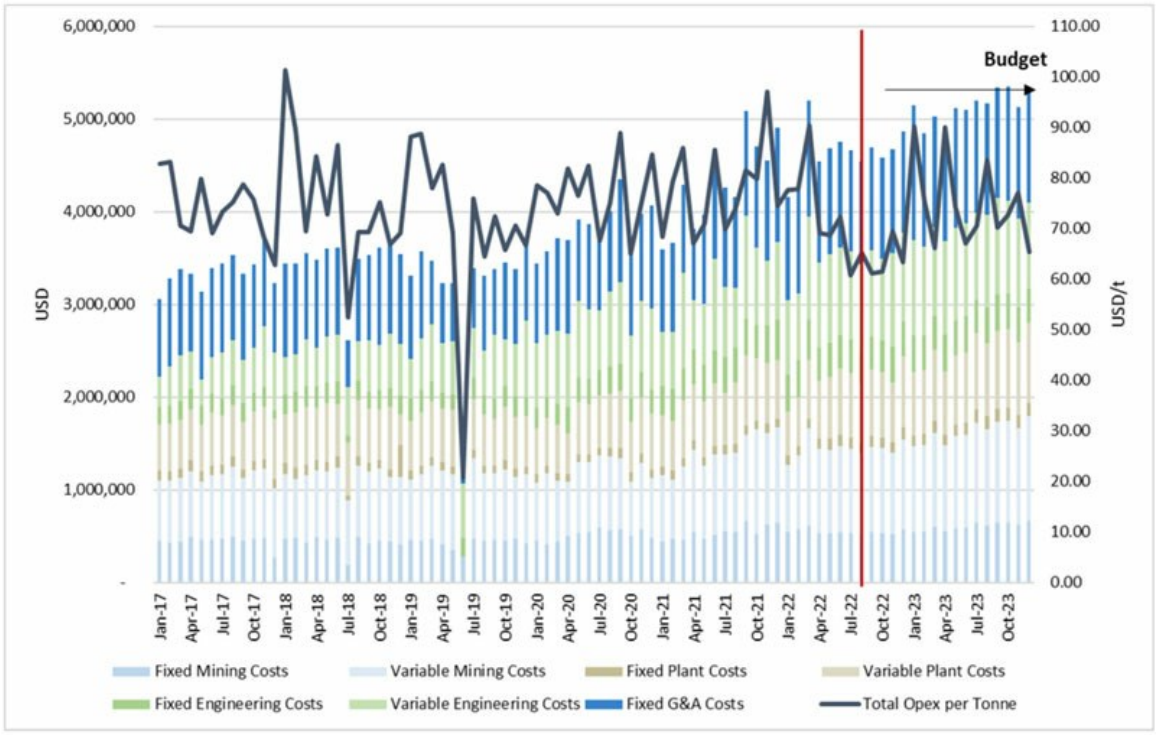
Figure 51: Capital Schedule



Item 18 (b) – Operating Cost

The Blanket operating costs were updated to a 31 December 2022 effective date using the 2023 budget costs from the mine. The QPs reviewed Blanket Mine's actual historic costs since 2017, converted to real terms to determine if the budget costs are realistic. From the information received it is clear that the historic costs have increased steadily since 2020 from ~USD3.5 million per month to ~USD4.5 million per month in line with increased tonnes. The cost per tonne has ranged between USD70/t and USD85/t with a few outliers. The weighted average cost since 2020 is USD78/t. The 2022 budget costs are a lower compared to the historic costs as the mine had experienced some milling constraints which are being resolved and subsequently the milling throughput has increased. The 2023 budget rates were utilised for financial modelling which equated to a total weighted average cost of USD76/t excluding corporate and management fees and USD82/t including corporate and management fees. A sensitivity to the operating cost applied is included in Item 19 (b).

Figure 52: Historic OPEX vs Budget



Note: Excluding management and head office costs

Management and Head Office costs as per the 2023 Blanket budget were also considered for the financial analysis. These costs are detailed in Table 36.

Table 36: Management and Head Office Costs

Area	Unit	Cost
Management Fees	USD/month	284,327
Harare Office Costs	USD/month	108,000
Exploration Office Costs	USD/month	14,800

A sensitivity to the operating cost applied is included in Item 19 (d).

I. Financial Costs Indicators

The operating costs in the financial model were reported into different categories as defined by the World Gold Council. The Adjusted Operating Cost represents the cash cost incurred at each processing stage, from mining through to recoverable metal delivered to market, and, if any, less net by-product credits. In addition, royalty taxes are included in Adjusted Operating Costs. Costs are reported as “per oz” of gold. The operating margin is defined as metal price received minus Adjusted Operating Costs. AISC is the sum of net Adjusted Operating Costs (Operating), Sustaining Capital, reclamation costs and other non-direct operating costs. The AISC margin is defined as metal price received per ore tonne or gold ounce minus the AISC, over the metal price received. AIC is the sum of the AISC, all non-sustaining capital costs and non-current operational costs. The AIC margin is defined as metal price received per ore tonne or gold ounce minus the AIC, over the metal price received.

Costs reported for the Mine on this basis are displayed per plant feed tonne as well as per recovered gold ounce in Table 37. It should be noted that no contingencies have been applied to the operating costs as most of these costs are based on contracts or actuals A sensitivity analysis to increase in OPEX and CAPEX is included in Item 19 (d).

Table 37: Project Cost Indicators

Item	Unit	Blanket Mine
Net Turnover	**USD/Feed tonne**	**151**
Mine Cost	USD/Feed tonne	23
Plant Costs	USD/Feed tonne	13
Other Costs	USD/Feed tonne	39
Royalties	USD/Feed tonne	8
Operating Costs	**USD/Feed tonne**	**84**
SIB	USD/Feed tonne	20
Reclamation	USD/Feed tonne	0
Other Costs	USD/Feed tonne	6
All-in Sustaining Costs (AISC)	**USD/Feed tonne**	**110**
Capital	USD/Feed tonne	7
Other Cash Costs	USD/Feed tonne	0
All-in Costs (AIC)	**USD/Feed tonne**	**117**
All-in Cost Margin	**%**	**23%**
EBITDA[1]	USD/Feed tonne	61
EBITDA Margin	%	40%
Gold Recovered	oz	360,929
Average Gold Price	**USD/Gold oz**	**1,655**
Payability - Off-take Agreement	%	98.5%
Net Turnover[2]	**USD/Gold oz**	**1,631**
Mine Cost	USD/Gold oz	253
Plant Costs	USD/Gold oz	143
Other Costs	USD/Gold oz	424
Royalties	USD/Gold oz	82
Operating Costs	**USD/Gold oz**	**902**
SIB Capex	USD/Gold oz	212
Reclamation	USD/Gold oz	2
Other Costs	USD/Gold oz	68
All-in Sustaining Costs (AISC)	**USD/Gold oz**	**1,183**
Capital	USD/Gold oz	74
Other Cash Costs	USD/Gold oz	0
All-in Costs (AIC)	**USD/Gold oz**	**1,257**
EBITDA	USD/Gold oz	659

Notes:

1. Earnings before interest, tax, depreciation and amortisation (excludes CAPEX).
2. Net turnover will be the realised income per produced gold oz, after 98.5% payability has been applied.

The net turnover indicates the net realised income received per produced gold oz after applying the 98.5% payability as per the Fidelity agreement. Blanket Mine has an all-in sustaining cost of USD110/milled t, which equates to USD1,183/oz. The all-in costs for the Blanket Mine amount to USD117/milled t, which equates to USD1,257/oz.

Figure 53 illustrates the annual operating cost per plant feed tonne against the feed tonnes. The increase in costs towards the end of life is due to the depletion of the potential Mineral Reserves.

Figure 53: Operating Costs vs. Feed Tonnes

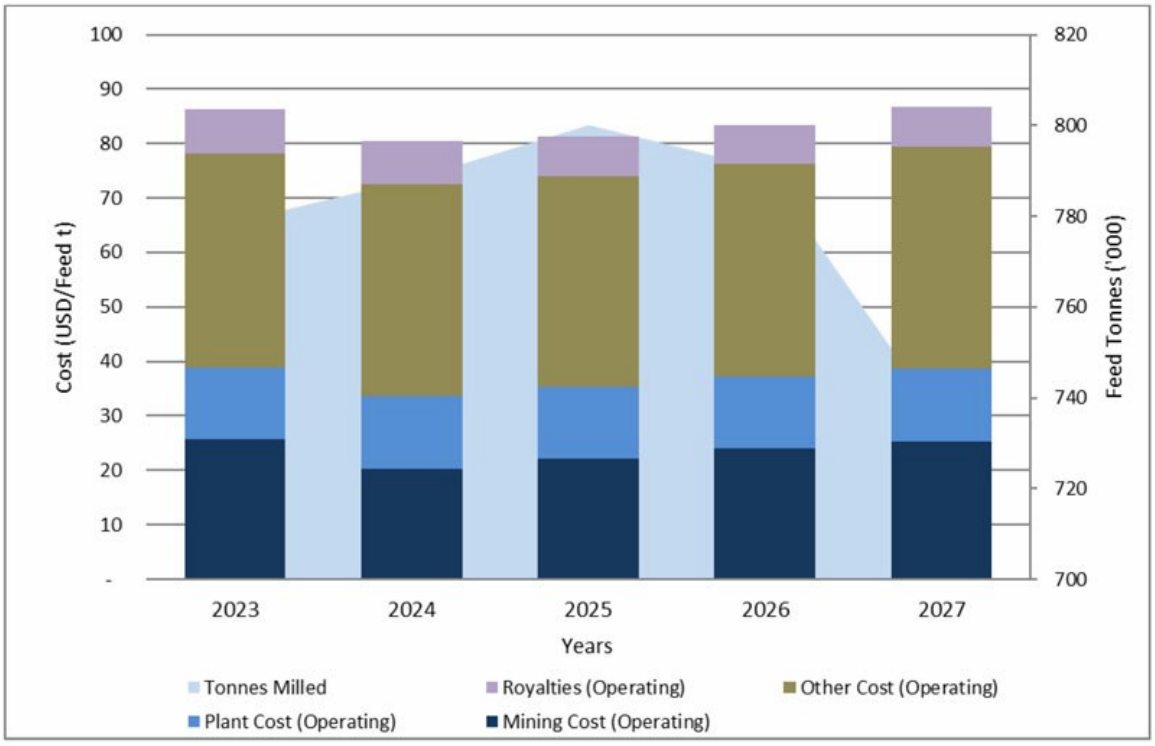
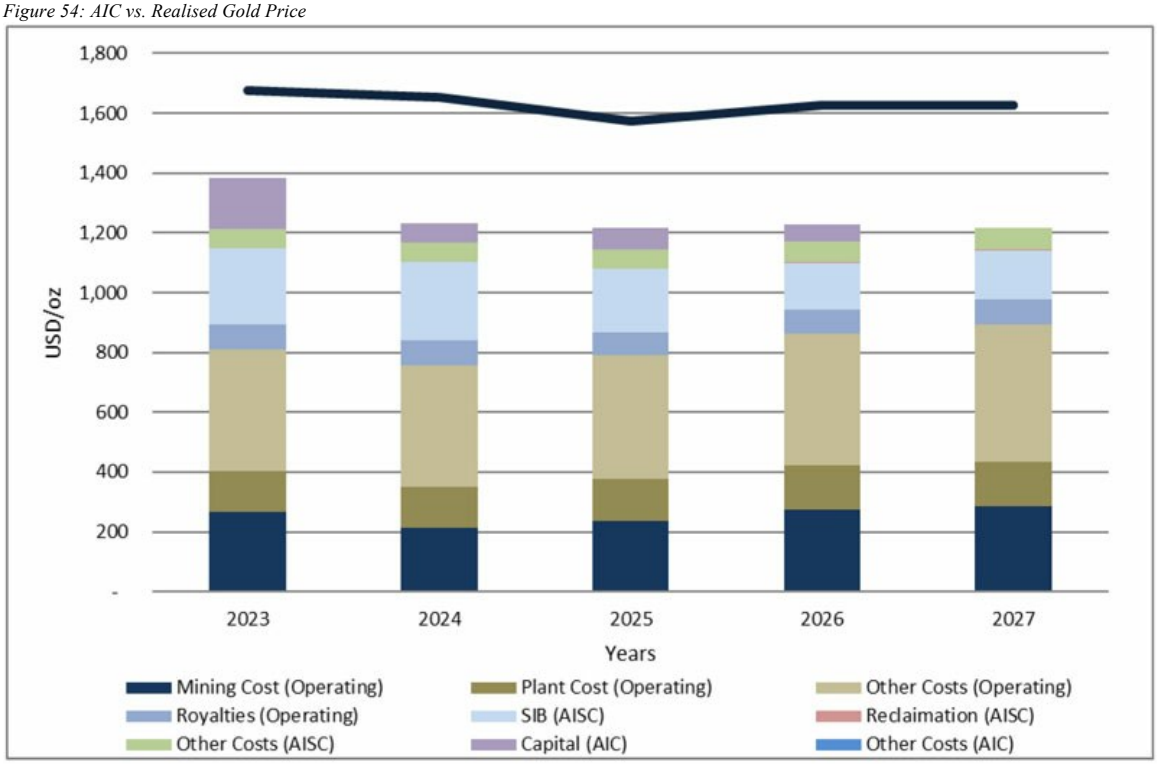


Figure 54 illustrates the all-in costs of the operation along with the realised gold price after applying the 98.5% payability.

Figure 54: AIC vs. Realised Gold Price



Item 18 (c) – Accuracy of Estimates

Blanket Mine is an operating mine. Costs are from the mine budgets and based on actual rates and are deemed accurate to within a 10% to 15% range. The basis of this TRS is a life of mine plan, which is of sufficient detail to support declaration of Mineral Reserves.

ITEM 19 – ECONOMIC ANALYSIS

The purpose of this section is to demonstrate the economic viability of the Mine Plan in order to declare updated Mineral Reserves.

Value relates to a specific point in time. The effective date for the economic analysis is 31 December 2022.

The evaluator performed an independent economic analysis on the Mine's diluted Indicated and Measured Mineral Resources for conversion to Mineral Reserves. The Project has a budget plan based on a compliant mine plan with Indicated and Measured Resources. Thus, the income approach was applied on the total mineable reserve incorporated in the detailed mine plan as the primary economic analysis methodology in determining the economic viability for conversion to Mineral Reserves.

Item 19 (a) - Principal Assumptions

The scope of this economic analysis exercise was to determine the financial viability of the diluted Indicated and Measured Resources in the LoM plan, for conversion to Mineral Reserves. This is illustrated by using the DCF method on a Free cash flow to firm ("FCFF") basis, to calculate the net present value ("NPV") and subsequently, the intrinsic value of the Mine in real terms. The NPV is derived from post-royalties and tax, pre-debt real cash flows, after taking into account operating costs, capital expenditures for the mining operations and the processing plant and using forecast macro-economic parameters.

I. Basis of Evaluation of the Mining Assets

In generating the financial model and deriving the economic analysis, the following were considered:-

- Only diluted Indicated and Measured Resources in the LoM plan were considered for conversion to Mineral Reserves.
- Any Inferred Mineral Resources in the LoM plan have been excluded from the economic analysis.
- This Report details the optimised cash flow model with economic input parameters.
- The cash flow model is in constant money terms and completed in USD.
- The DCF economic analysis was set up in calendar years from January to December with the mine plan starting in January 2023.
- A hurdle rate of 14.1% (in real terms) was calculated for the discount factor, with an NPV sensitivity to the discount rate also included in the analysis.
- The impact of the Mineral Royalties Act as per the Zimbabwean Mining Regulation.
- Sensitivity analyses were performed to ascertain the impact of discount factors, commodity prices, grade, working costs and capital expenditures.
- Economic analysis of the tax entity was performed on a stand-alone basis.
- The full value of the operation was reported for Blanket Mine as well as attributable values to CMC, i.e. 64%.

II. Macro-Economic Forecasts

The following section includes the macro-economic and commodity price forecasts for the operation over the LoM. Forecast data is based on projections for the different commodity prices and the country-specific macro-economic parameters and is in calendar years from January to December starting January 2023.

USD commodity prices for the period 2023-2025 have been converted from nominal to real terms. Table 38 illustrates the forecasts for these three years as well as the long-term forecast used in the financial model. The price forecasts are based on the median of various banks, brokers and analyst forecasts and are in real-terms throughout the life of mine. The average price over the LoM equates to USD1,655/oz. The inflation rate was sourced from the International Monetary Fund.

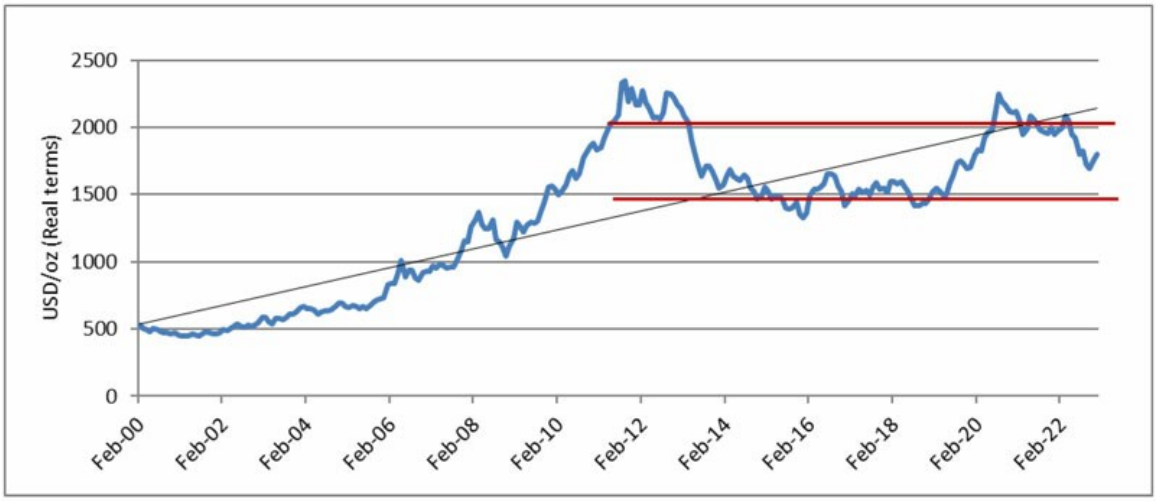
Table 38: Macro-economic Forecasts (Real Terms)

Item	Unit	Year			
		2023	2024	2025	Long-Term
		1	2	3	
US Inflation Rate	%	3.50%	2.20%	2.00%	2.00%
Gold	USD/oz	1,700	1,679	1,597	1,650

Source: Median of various Banks and Broker forecasts (Minxcon) (Dec 2022)

Figure 55 illustrates the 20-year real-terms historic gold price. For the past ten years, the gold price has been staying in a band between USD1,300/oz and USD2,000/oz. The long-term gold price was estimated as the real term average between the high and low gold price trading range over the past 10 years, USD1,650/oz.

Figure 55: Real-term Historic Gold Price



III. Working Capital

The creditors and debtors days were sourced from the client and are based on historic actual numbers. The creditors' days were calculated at 90 days and debtors days at 14 days, which is slightly longer than the off-take agreement stipulates.

IV. Recoveries

The ore from the Blanket Mine operation is treated at the existing Blanket Plant; the expected recovery is 94%. The recovery is detailed in the processing Section of this TRS.

V. Discount Rate

To test the appropriateness of the discount rate for the specific Mine, the QPs used the Capital Asset Pricing Model ("CAPM") to calculate the discount rate. The company has negligible debt, hence the use of CAPM over Weighted Average Cost of Capital ("WACC"). An additional country risk premium for Zimbabwe was included. The following were considered:-

- The US Risk Free Rate (10 years) at 3.87% was considered as an acceptable risk-free rate at the time of the analysis.
- The market risk premium of 6.0%, a rate generally considered as being the investor's expectation for investing in equity above the risk-free government bond.
- The beta of a stock is normally used to reflect the stock price's volatility over and above other general equity investments in the country of listing – the Beta was calculated at 0.86 as described below.
- A Zimbabwe country risk premium of 7.41% as calculated by Aswath Damodaran from the Stern School of Business at New York University.
- By using the CAPM, the QPs calculated a nominal discount rate of 16.43% which translates in a real discount rate of 14.10%.

Table 39: Capital Asset Pricing Model Discount Rate Calculation

Cost of Equity	Discount Rate
US Risk free rate	3.87%
Risk premium of market	7.41%
Country Risk Premium	6.0%
Operational Risk (Base Beta)	0.86
Nominal Cost of equity (CAPM)	16.43%
Real Cost of equity (CAPM)	14.10%

Beta is a measure of the volatility or systematic risk of a security or a portfolio in comparison to the market as a whole. The QPs analysed the Betas of a number of major gold mining companies listed on the Johannesburg Stock Exchange (JSE) to serve as a comparison for Caledonia. Although not directly comparable because it is on different stock exchanges it does provide some indication of volatility. The unlevered Betas of the South African gold mining companies on the Johannesburg Securities Exchange were found to range between 0.47 (Pan African Resources) and 1.85 (Sibanye Stillwater, which is a gold and PGM miner). Caledonia's shares are listed on the NYSE American LLC (CMCL) and depositary interests in the shares are traded on AIM of the London Stock Exchange plc (CMCL). The levered Beta of 0.86 (unlevered Beta is the same since debt is negligible) which falls within this range and is closest to AngloGold Ashanti, with a Beta of 1.05. The listed Beta of 0.86 is therefore deemed appropriate. Table 40 shows the Betas of the gold mining companies considered.

Table 40: Table 41: Southern African Gold Mining Companies' Beta Values

Gold Company	Unlevered Betas	Levered Betas	Exchange
AngloGold Ashanti	1.05	1.21	JSE
Gold Fields	1.07	1.02	JSE
Harmony	1.20	1.18	JSE
Sibanye Stillwater	1.85	N/A	JSE
Pan African Resources	0.47	0.46	JSE
Mean	1.03	0.90	
Median	1.07	1.10	
Caledonia	0.86	0.86	NYSE

Source: InfrontAnalytics (Sep 2022), Reuters (Sep 2022)

VI. Cash Flow Forecast

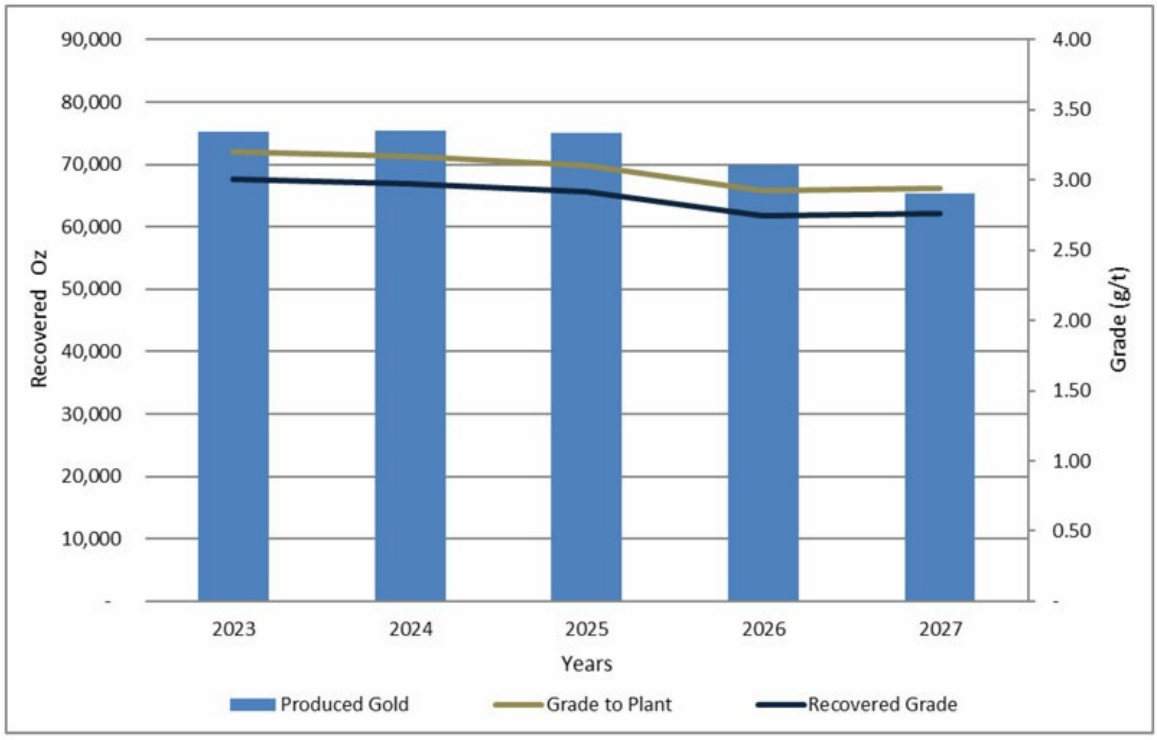
The saleable product tonnes and ounces are displayed in Table 42. The current mine plan includes 3,892 kt of ore containing 384 koz of gold at an average grade of 3.07 g/t. A total of 361 koz of gold is recovered over the remaining 5-year LoM.

Table 42: Production Breakdown in Life of Mine

Item	Mine	Blanket Gold Mine
Ore Tonnes Mined	kt	3,892
Average Mined Grade	g/t	3.07
Total Oz in Mine Plan	oz	383,967
Grade Delivered to Plant	g/t	3.07
Recovered grade	g/t	2.88
Yield/Recovery	%	94.00%
Total Oz Recovered	oz	360,929

The gold ounces produced along with the mined and recovered grades are illustrated in Figure 56. The gold production starts decreasing after 2025 as the grade drops in 2026 and 2027.

Figure 56: Recovered Gold



The annual cash flow before capital expenditure, total capital expenditure and cumulative cash flow forecast for the mine over the LoM is illustrated in Figure 57. Table 43 and Table 44 illustrate the detailed annual cash flow for the Mine in real terms.

Figure 57: Undiscounted Cash Flow

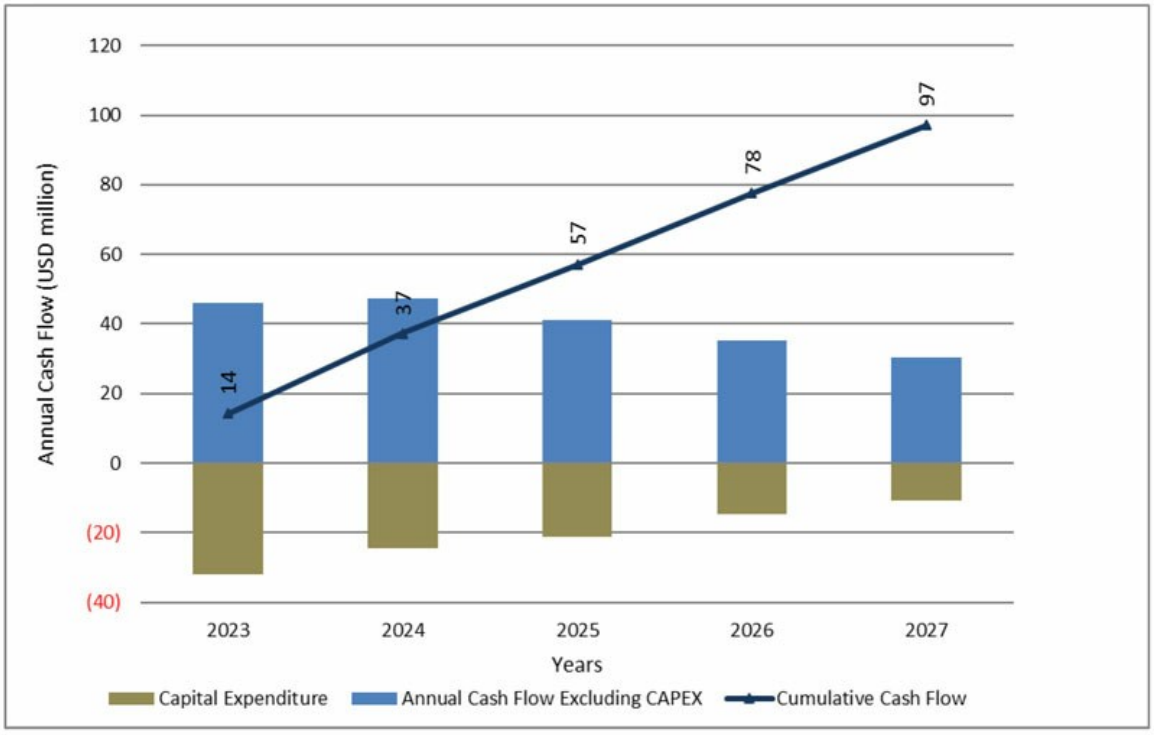


Table 43: Annual Cash Flow – Techno-economic Inputs

Minxcon

Project Title: **Blanket Mine**
Client: Caledonia
Project Code: M22-051

Project Duration		Unit	Totals					
Calendar Years				2023	2024	2025	2026	2027
Financial Years		years	5	1	2	3	4	5
Macro-Economic Factors (Real Terms)								
Currency		USD /USD	1.00	1.000	1.000	1.000	1.000	1.000
Inflation	USD Inflation Rate	%	2.34%	3.50%	2.20%	2.00%	2.00%	2.00%
Commodities								
Commodity prices	Gold	USD/oz.	1,655	1,700	1,679	1,597	1,650	1,650
Operating Statistics								
Tonnes Produced								
ROM		tonnes	3,892,367	778,699	788,111	799,992	790,479	735,085
ROM	(Max)	tonnes/mnth	66,666	64,179	65,676	66,666	65,873	61,257
Mill Head grade	Gold Grade	g/t	3.07	3.20	3.17	3.10	2.92	2.94
Tonnes to mill		tonnes	3,892,367	778,699	788,111	799,992	790,479	735,085
Recovered Grade			383,967	80,114	80,224	79,788	74,320	69,521
Recovered grade	Precious Metals	g/t	2.88	3.01	2.98	2.92	2.75	2.77
Metal recovered								
Metal recovered	Gold	kg	11,226	2,342	2,345.5	2,333	2,173	2,033
Metal recovered	Gold	oz	360,929	75,308	75,410	75,001	69,861	65,350

Table 44: Annual Real Cash Flow

Minxcon

Project Title: **Blanket Mine**
Client: Caledonia
Project Code: M22-051

Project Duration		Unit	Totals					
Calendar Years				2023	2024	2025	2026	2027
Financial Years		years	5	1	2	3	4	5
Financial								
Revenue		**USD**	**588,540,626**	**126,102,578**	**124,691,716**	**117,995,231**	**113,541,367**	**106,209,733**
Revenue	Gold	USD	588,540,626	126,102,578	124,691,716	117,995,231	113,541,367	106,209,733
Mining cost			**(91,378,631)**	**(19,996,571)**	**(16,021,032)**	**(17,760,471)**	**(19,029,658)**	**(18,570,900)**
Direct Cash Costs	Variable Cost	USD	(91,378,631)	(19,996,571)	(16,021,032)	(17,760,471)	(19,029,658)	(18,570,900)
Plant cost			**(51,605,237)**	**(10,323,545)**	**(10,427,600)**	**(10,558,957)**	**(10,453,782)**	**(9,841,352)**
Direct Cash Costs	Fixed Cost	USD	(8,572,157)	(1,714,431)	(1,714,431)	(1,714,431)	(1,714,431)	(1,714,431)
Direct Cash Costs	Variable Cost	USD	(43,033,080)	(8,609,114)	(8,713,169)	(8,844,526)	(8,739,351)	(8,126,921)
Other Costs			**(153,720,728)**	**(30,749,207)**	**(30,875,179)**	**(31,033,852)**	**(30,903,234)**	**(30,159,255)**
Direct Cash Costs	Other Cost Fixed	USD	(100,666,230)	(20,133,246)	(20,133,246)	(20,133,246)	(20,133,246)	(20,133,246)
Direct Cash Costs	Other Costs Variable	USD	(52,305,228)	(10,466,107)	(10,592,080)	(10,750,752)	(10,620,134)	(9,876,156)
Direct Cash Costs	Rehabilitation	USD	(749,269)	(149,854)	(149,854)	(149,854)	(149,854)	(149,854)
Direct Cash Costs			**(296,704,595)**	**(61,069,322)**	**(57,323,812)**	**(59,353,280)**	**(60,386,674)**	**(58,571,507)**
Production Costs	Expansion Capital expe	USD	**(26,655,252)**	(12,744,666)	(4,746,998)	(5,336,569)	(3,827,019)	0
Production Costs	Sustaining Capital	USD	**(76,408,696)**	(19,163,289)	(19,657,822)	(15,812,451)	(10,946,068)	(10,829,066)
Production Costs		**USD**	**(399,768,543)**	**(92,977,277)**	**(81,728,632)**	**(80,502,300)**	**(75,159,761)**	**(69,400,573)**
Fully Allocated Costs	Revenue Royalty 1	USD	(29,427,031)	(6,305,129)	(6,234,586)	(5,899,762)	(5,677,068)	(5,310,487)
Fully Allocated Costs	Other Fixed Costs	USD	(24,427,608)	(4,885,522)	(4,885,522)	(4,885,522)	(4,885,522)	(4,885,522)
Fully Allocated Costs		**USD**	**(453,623,182)**	**(104,167,927)**	**(92,848,739)**	**(91,287,583)**	**(85,722,351)**	**(79,596,581)**
EBITDA		**USD**	**237,981,391**	**53,842,606**	**56,247,797**	**47,856,668**	**42,592,103**	**37,442,218**
EBIT		**USD**	**134,917,443**	**21,934,651**	**31,842,977**	**26,707,648**	**27,819,015**	**26,613,152**
Taxation		USD	(36,744,316)	(6,095,480)	(8,554,252)	(7,280,609)	(7,553,335)	(7,260,639)
Income after tax		USD	98,173,127	15,839,171	23,288,725	19,427,038	20,265,680	19,352,513
Working capital changes		USD	1	(1,625,431)	(253,735)	423,657	255,770	132,022
Cash Flow				2,027	2,027	2,028	2,026	2,027
Net Cash Flow	Annual cash flow	USD	**98,173,127**	14,213,740	23,034,990	19,850,696	20,521,450	19,484,534

Item 19 (b) - Net Present Value

Minxcon's in-house DCF model was employed to illustrate the NPV for the Mine in real terms. The NPV was derived from post Government royalties and tax, pre-debt real cash flows, using the techno-economic parameters, commodity price and macro-economic projections. This economic analysis is based on a free cash flow and measures the economic viability of the diluted Indicated and Measured Resources in the LoM plan, for conversion to Mineral Reserves under a defined set of realistically assumed modifying factors.

Table 45 illustrates the Mine NPV at various discount rates with a best estimated value of USD71 million (USD45 million attributable to Caledonia) at a real calculated discount rate of 14.1%. The mine plan is therefore economically viable indicating that an updated Mineral Reserve can be declared on the mine plan.

Table 45: Blanket Mine NPV Summary – Real Terms

Real Discount Rate	Unit	Blanket Mine	Caledonia Attributable
NPV @ 0%	USDm	98	63
NPV @ 2.5%	USDm	92	59
NPV @ 5%	USDm	87	55
NPV @ 7.5%	USDm	82	52
NPV @ 10%	USDm	77	49
NPV @ 12.5%	USDm	73	47
NPV @ 14.1%	**USDm**	**71**	**45**
NPV @ 15%	USDm	69	44

Table 46 illustrates the Mine profitability ratios. The mine has a break-even gold price of USD1,257/oz. No IRR could be calculated as the mine is already operating with no upfront investment required.

Table 46: Profitability Ratios

Item	Profitability Ratios	Blanket Mine
Internal Rate of Return (IRR)	%	N/A
Total ounces in Mine plan	oz	383,967
$NPV_{14.1\%}$ per oz in Mine Plan	USD/oz	184
LoM (remaining as at 31 December 2022)	Years	5
Present Value of Income flow*	USDm	178
Break-even Feed Grade (Excluding Capex)	g/t	1.83
Break-even Feed Grade (Including Capex)	g/t	2.36
Break-even Gold Price (Excluding Capex)	USD/oz	971
Break-even Gold Price (Including Capex)	USD/oz	1,257

Note: *Calculated on an EBITDA basis.

Item 19 (c) - Regulatory Items

I. Government Royalties

As described in Item 3 (d) mining royalties are charged in terms of the MMA. With the gold price exceeding USD1,200/oz, the applicable royalty rate will be 5% of the gross revenue from gold mining. The royalty will be tax deductible, with the tax rate applied on the earnings after royalty deductions.

II. Corporate Taxes

The prevailing taxation regime for mining companies in Zimbabwe includes the following provisions:-

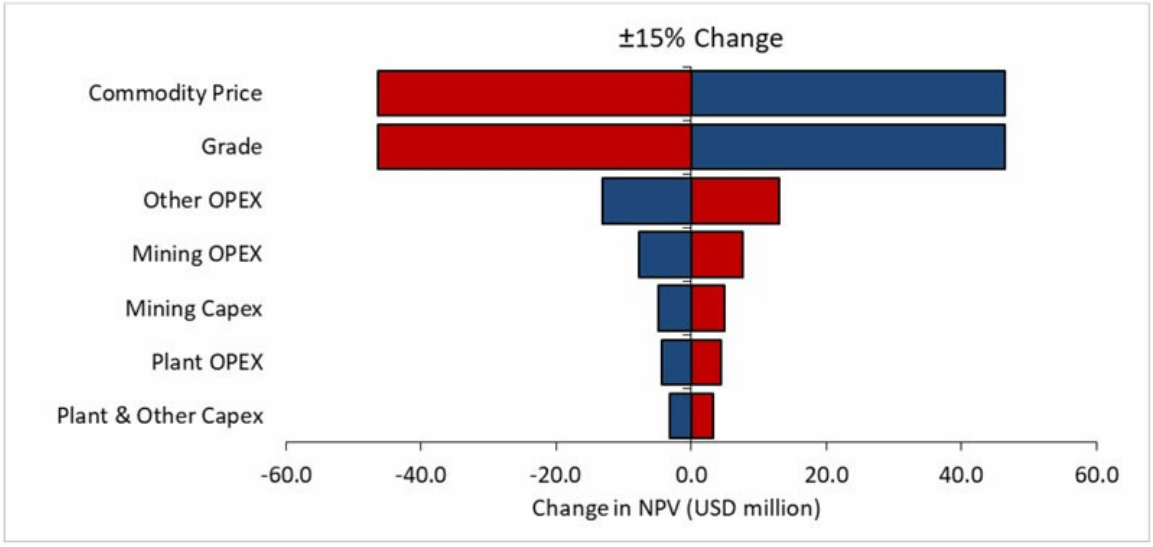
- Corporate Income tax at 24.72%. This includes an AIDS levy of 3% on the 24% corporate tax for an effective 24.72% tax rate.
- Exploration, development, and capital costs can be expensed against profit in the year incurred or carried forward to be expensed against the first year of production.

- Tangible and intangible property included in definition of capital expenditure to allow the inclusion of computer software used by the taxpayer in connection with the mining operations.
- Exemptions on customs duty and import taxes on capital items during exploration and development phases.
- Government Royalties are tax deductible from January 2020.
- Deductions for management and general administration expenses is limited based on such expenses exceeding 1% and 0.75%, respectively, of total tax-deductible expenses.
- Withholding tax on dividend payments to non-Zimbabweans and on services provided by foreign suppliers at a rate of 5% to 15%, depending on the location of the payee.

Item 19 (d) - Sensitivity Analysis

Based on the real cash flow calculated in the financial model, the QPs performed single-parameter sensitivity analyses to ascertain the impact on the NPV. The bars represent various inputs into the model; each being increased or decreased by 15%. The left-hand side of the graph indicates a negative 15% change in the input while the right-hand side of the graph indicating a positive 15% change in the input. A negative effect to the NPVs represented by red bars and a positive effect represented by blue bars. For the DCF, the gold price and grade have the biggest impact on the sensitivity of the Mine followed by the central services and mining operating costs. The Mine is least sensitive to capital and plant operating costs.

Figure 58: Mine Sensitivity ($NPV_{14.1\%}$)



A sensitivity analysis was also conducted on the exchange rate and the commodity prices to better indicate the effect these two factors have on the NPV as well as the total costs and the grade. This is displayed in Table 47 and Table 48.

Table 47: Sensitivity Analysis of Commodity Prices and Grade to $NPV_{14.1\%}$ (USDm)

	Grade (g/t)	2.15	2.30	2.45	2.61	2.76	2.91	**3.07**	3.22	3.38	3.53	3.68	3.84	3.99
Average Gold Price (USD/oz)	**Change %**	-30%	-25%	-20%	-15%	-10%	-5%		5%	10%	15%	20%	25%	30%
1,100	-33.5%	-123	-109	-95	-82	-68	-54	-41	-27	-13	-2	8	18	29
1,200	-27.5%	-105	-90	-75	-61	-46	-31	-16	-3	8	19	30	42	53
1,300	-21.5%	-88	-72	-56	-39	-23	-8	4	16	29	41	53	65	77
1,400	-15.4%	-70	-53	-36	-18	-3	10	23	36	49	62	75	88	101
1,500	-9.4%	-53	-34	-16	0	14	28	42	56	70	84	98	112	126
1,600	-3.3%	-36	-16	1	16	30	45	60	75	90	105	120	135	150
1,655	0.0%	-26	-7	9	24	40	55	**71**	86	102	117	133	148	163
1,700	2.7%	-18	0	16	31	47	63	79	95	111	127	143	158	174
1,800	8.7%	-3	14	30	47	64	81	98	115	131	148	165	182	199
1,900	14.8%	10	28	45	63	81	99	116	134	152	170	187	205	223
2,000	20.8%	23	42	60	79	98	116	135	154	173	191	210	229	247
2,100	26.9%	36	56	75	95	115	134	154	173	193	213	232	252	272
2,200	32.9%	49	70	90	111	131	152	173	193	214	234	255	275	296

Note: Sensitivity illustrates average gold prices and not constant gold prices.

Table 48: Sensitivity Analysis of Cash Operating Costs and Capital to $NPV_{14.1\%}$ (USDm)

	Capital (USDm)	115.4	111.0	106.5	102.1	97.7	93.2	**88.8**	84.3	79.9	75.5	71.0	66.6	62.2
OPEX (USD/Milled t)	**Change %**	30.0%	25.0%	20.0%	15.0%	10.0%	5.0%		-5.0%	-10.0%	-15.0%	-20.0%	-25.0%	-30.0%
99	30%	4	7	10	12	15	18	20	23	26	29	31	34	37
95	25%	13	15	18	21	23	26	29	32	34	37	40	42	45
91	20%	21	24	26	29	32	34	37	40	43	45	48	51	53
88	15%	29	32	35	37	40	43	46	48	51	54	56	59	62
84	10%	38	40	43	46	49	51	54	57	59	62	65	67	70
80	5%	46	49	51	54	57	60	62	65	68	70	73	76	79
76		54	57	60	63	65	68	**71**	73	76	79	82	84	87
72	-5%	63	66	68	71	74	76	79	82	84	87	90	93	95
69	-10%	71	74	77	79	82	85	87	90	93	96	98	101	104
65	-15%	80	82	85	88	90	93	96	99	101	104	107	109	112
61	-20%	88	91	93	96	99	102	104	107	110	112	115	118	120
57	-25%	96	99	102	104	107	110	113	115	118	121	123	126	129
53	-30%	105	107	110	113	116	118	121	124	126	129	132	135	137

Note: OPEX excludes Royalties in Sensitivity Analysis as the Royalties are dependent on operating margins. Capital excludes renewals and replacement capital as this is dependent on OPEX.

Item 19 (e) – Economic Analysis Conclusions

The value derived for the income approach only reflects the diluted Indicated and Measured Resources in the LoM plan, for conversion to Mineral Reserves. It is noted that Mineral Resources that are not Mineral Reserves do not have demonstrated economic viability. The Mineral Reserve is economically viable with a best estimated NPV of USD71 million (USD45 million attributable to Caledonia) at a real discount rate of 14.1%. No IRR could be calculated as Blanket is already in operation and no initial investment is required. The all-in cost margin is 23% with a break-even gold price of USD1,257/oz. Table 49 shows a summary of the economic analysis.

Table 49: Blanket Mine Economic Analysis Summary – Real Terms

Real Discount Rate	Unit	Blanket Mine	Caledonia Attributable
NPV @ 0%	USDm	98	63
NPV @ 2.5%	USDm	92	59
NPV @ 5%	USDm	87	55
NPV @ 7.5%	USDm	82	52
NPV @ 10%	USDm	77	49
NPV @ 12.5%	USDm	73	47
NPV @ 14.1%	**USDm**	**71**	**45**
NPV @ 15%	USDm	69	44
IRR	%	N/A	N/A
All-in Cost Margin	%	23%	23%
Break-even Gold Price (AIC)	USD/oz.	1,257	1,257

ITEM 20 – ADJACENT PROPERTIES

The GGB is host to numerous gold occurrences, the majority of which have been worked by large-scale or artisanal miners. At least 268 mines have been operational across the geological terrain, of which only three are currently active. These include Blanket Mine, the adjacent Vubachikwe Mine and Jessie Mine at the south-eastern end of the belt near West Nicholson. At the western end of the belt some 22 km west of Gwanda, Freda is mined out. Blanket and Vubachikwe are sometimes referred to as the Sabiwa group of mines or the North Western Mining Camp.

Vubachikwe Mine of Forbes and Thompson (Pvt) Ltd is an operating, underground mine located on the northern limb of a plunging syncline and has reached a depth of 1,155 m. Gold mineralisation is hosted in mafic and ultramafic greenstones and BIF (MSA, 2011). Ore occurs in 5-40 m thick lenses and up to 200 m down-dip, and are hosted mainly in northwest-plunging, north-south striking BIF which dips 75°SW. Gold occurs as free gold and inclusions in arsenopyrite, as well as disseminated carbonate replacements in the BIF (Spilpunt, 2001; MSA, 2011). The mineralised bodies are folded and boudinaged (Spilpunt, 2001).

Vubachikwe Mine produced almost 21,744 kg of gold to the end of 1991 at an average of 7 g/t (MSA, 2011). Underground workings have reached depths of 1,000 m (AGS, 2006). Blanket Mine purchased the Vubachikwe dump material between 2000 and 2005 treated it through the Blanket metallurgical plant.

Auriferous quartz veins at the underground Jessie Mine are hosted in hornblende schist dipping steeply to the southwest Erratically distributed pyrite, pyrrhotite, chalcopyrite and galena are observed. Ore grades reach up to 10.5 g/t, with production pre-2001 recorded by Spilpunt (2001) at some 11.5 t Au with minor copper. The mine is operated as an underground mine by FA Stewart (Pvt) Ltd.

The Freda Mine commenced production in 1919 targeting surficial oxidised ore as well as underlying ore containing pyrrhotite, pyrite and arsenopyrite, with minor amounts of tetradymite. The vein-type ores are hosted in epidiorite surrounded by grits and quartz-mica schist with the mined-out bodies reaching thicknesses of up to 30 m, striking 115° and inclining steeply to the southwest. Spilpunt (2001) reports that the deposit is mined out, with workings reaching a depth of 1,100 m with 7,550 kg Au recovered at a recovered grade of about 0.8 g/t Au.

The QPs have relied on the information as is presented by the referenced sources. Verification has been limited to that data which is made available publicly and has been limited to cross-referencing information presented by the individual sources.

The only nearby property of significance is Vubachikwe Mine. Blanket and Vubachikwe target different gold orebodies but the mineralisation style is similar, implying a structural relationship (AGS, 2006). Economic mineralisation also continues to similar depths. However, although the style of gold mineralisation is similar, the mineralisation of adjacent property is not necessarily indicative of that at Blanket.

The QPs have been unable to verify the information, and the information is not necessarily indicative of the mineralisation on the Blanket property .

ITEM 21 – OTHER RELEVANT DATA AND INFORMATION

Item 21 (a) – Upside Potential

Based on the updated geological model, there are numerous targets that have been identified that would fit in with the trends identified in the geological model. These targets would also assist in proving or disproving and refining the proposed geological model. The focus should be on confirming the continuity of the BQR, as it is very likely this continues throughout Blanket Mine, albeit locally at lower grades. A targeted drilling campaign can be proposed to confirm the continuity (Figure 13). At Blanket 4, a very strong trend is observed from the upper levels of Blanket all the way into future mine areas, to the south, Jethro falls along the same trend. Connectivity could be established between these two orebodies which could result in potential additional resources close to existing infrastructure. In addition, another trend in the data is seen linking Jethro and Feudal that is running subparallel to BQR which also needs to be understood.

Additional targets would include considering the optimisation of existing wireframes, and trends used to define these wireframes. An example of this is Eroica, where a very strong trend is seen at 70-65°. By inferring this beyond the boundary of the wireframe there is potential to extend the domain as well as providing additional targets, if these down-dip extensions are seen not to be informed by any samples.

Item 21 (b) – Risk Assessment

A risk assessment to consider and quantify risks associated with the Mine was conducted by the QPs based on a simplified approach. The result is not designed to be a definitive assessment of the risks, but is rather a tool to articulate and evaluate those risks as identified by persons present at the risk assessment session. All items were reviewed and assessed using the risk severity criteria shown below:-

- Green–Low risk (score 1-5);
- Yellow–Medium risk (score 6-12);
- Orange-Significant risk (score 13-20); and
- Red–High risk (score greater than 21).

Once a high risk is identified, the project team is required to take remedial action to either resolve or mitigate the risk. The identification and recording of corrective and remedial measures was beyond the scope of this particular risk assessment exercise.

The outcome of the risk assessment is provided in Table 50. No major risks have been identified relating to the Blanket Mine operations.

Table 50: Risk Assessment

Risk Category	Risk	Description / Cause	Risk Likelihood	Impact	Risk Rating	Mitigation/Control	Risk Likelihood	Impact	Residual Risk Rating
Metallurgy / Processing	Limited tailings storage capacity	The existing TSF is nearing the end of its life.	1	3	6	A new TSF facility should be designed and built.	1	1	1
Mining	Potential delay in newly planned mining areas	Detailed ventilation work has not been completed, which may require new ventilation layouts and infrastructure to be established and thus delay mining.	1	2	3	A detailed ventilation study should be completed.	1	1	1
Mining	Potential increase in pillar loss	Pillar extraction factor may be reduced to less than 50%.	2	2	5	Geotechnical work required to confirm pillar extraction factor.	1	1	1

ITEM 22 – INTERPRETATION AND CONCLUSIONS

Mineral Resources

All data sources have been verified as much as possible and deemed to be suitable for the establishment of a 3D geological model and Mineral Resource Estimation. Updates were made to the geological models of multiple orebodies. For all the domains were significant volume or data changes occurred, all geostatistics, variography and estimation parameters were reconsidered.

The estimates generally show good reconciliation to data. However, scope may exist to further domain the orebodies and improve the quality of the estimates. Measured, Indicated and Inferred Mineral Resources can be declared for Blanket Mine due to the continuity of the geology and grade as well as a history of proven historical mining. The Inferred Mineral Resources show geological continuity, while grade continuity still needs to be improved by additional drilling.

The 2022 estimate has replaced all manual estimates with 3D digital block model estimates. Locally some orebodies saw large changes to tonnage or grade due to this transition. However, it is believed that the resulting block models better represent the data and geology of the orebodies and will prove to be a more robust Mineral Resource than the mixed manual and digital estimates.

The 2021 QP laboratory visit concluded that there were some concerns at the laboratory that need to be addressed.

There have been improvements in the QAQC systems and monitoring but there is still room for improvement, especially for the deep exploration drillholes.

Mining

The LoM plan includes Measured, Indicated and Inferred Mineral Resources; however, only diluted Measured and Indicated Mineral Resources have been considered for economic assessment for Mineral Reserve estimates and have been converted into Proven and Probable Mineral Reserves respectively. A significant portion of Inferred Mineral Resources has been included in the LoM plan for mining practicality.

The mining strategy is focused on opening up ground below 870 m Level and is in line with the planned capital and infrastructure development thrust on 30 Level and 34 Level. Mining targets the Mineral Resources below 870 m Level with less mining above 750 m Level in the Blanket, ARS and Blanket Feudal orebodies.

An uneconomical tail containing 125.5 koz of gold has been excluded from the Mineral Reserve since it is not viable on its own.

Engineering and Infrastructure
Existing and planned infrastructure at the Blanket Mine and CMS extension projects are sufficient to sustain the current production profile and the planned increased production.

Processing
The process plant has been operating at a consistent recovery of 93.8%, and this can be expected to continue as long as the ore mineralogy does not change.

The average processing rate for the past 12 months was 62.7 ktpm, and there are indications that higher processing rates can be achieved with operational improvements, as demonstrated in December 2022 where 79.8kt was milled.

A new TSF is planned to allow for deposition towards the end of 2023 with Phase 1a costing USD12.74 million.

Economic Analysis
The Blanket Mine plan including only the diluted Indicated and Measured Resources in the LoM plan, for conversion to Mineral Reserves is financially feasible at a 14.1% real discount rate, and therefore the Mineral Reserve can be declared.

The DCF value of USD71 million for the Blanket Mine (USD45 million attributable to Caledonia) was calculated at a real discount rate of 14.1%. No IRR could be calculated since the Mine is in operation and no initial investment is required. Blanket Mine has an all-in cost margin of 23%, which is comparable to similar mines.

The Mine is most sensitive to commodity prices, and grade. The Mine has a break-even gold price of USD1,257/oz including capital.

All-in sustaining costs for the Blanket Mine amount to USD110/milled t, which equates to USD1,183/oz. All-in costs for the Blanket Mine amount to USD117/milled t, which equates to USD1,257/oz.

ITEM 23 – RECOMMENDATIONS

Mineral Resources
Upside potential exists due to new geological interpretations. This can be used in targeted exploration drilling, in many cases close to existing infrastructure. There are areas where historical data has not yet been captured (in previous manual areas). This data should be captured to increase confidence in these areas, as well as allow for new potential targets to be identified.

A geological loss of only 5% is applied to Indicated and Inferred resource categories. It is recommended that the geological losses applied is reflective of the confidence. A geological loss of 5% for Measured, 10% for Indicated and 15% for Inferred resource is recommended. It is proposed that future estimates consider applying these geological losses.

Orientated core should be obtained during exploration drilling. Structural information should be collected and utilised to assist in the development of a geological model and construction of orebody wireframes. Predictive mineralisation mapping should be introduced to assist in exploration drilling planning, based on the conceptual geological model.

The QAQC data shows an improvement in the QAQC processes for the sampling database but still requires additional focus on immediate remedial action if required, especially for the down dip exploration drilling as this can impact the Mineral Resources significantly and thus requires the highest integrity.

To determine the upside potential of the Inferred and Exploration Target Mineral Resources, it is recommended to do additional drilling to increase the level of confidence of the Mineral Resources from the Inferred Classification to Indicated Classification for conversion to Probable Mineral Reserves. The onsite assay laboratory and QAQC processes should be upgraded.

Mining
It is recommended that rock engineering studies and modelling continue in order to improve the recommended strategy for pillar extraction.

Processing
The TSF design study was completed in October 2022 and phase 1A of the TSF must be completed in 2023 to allow deposition to start.

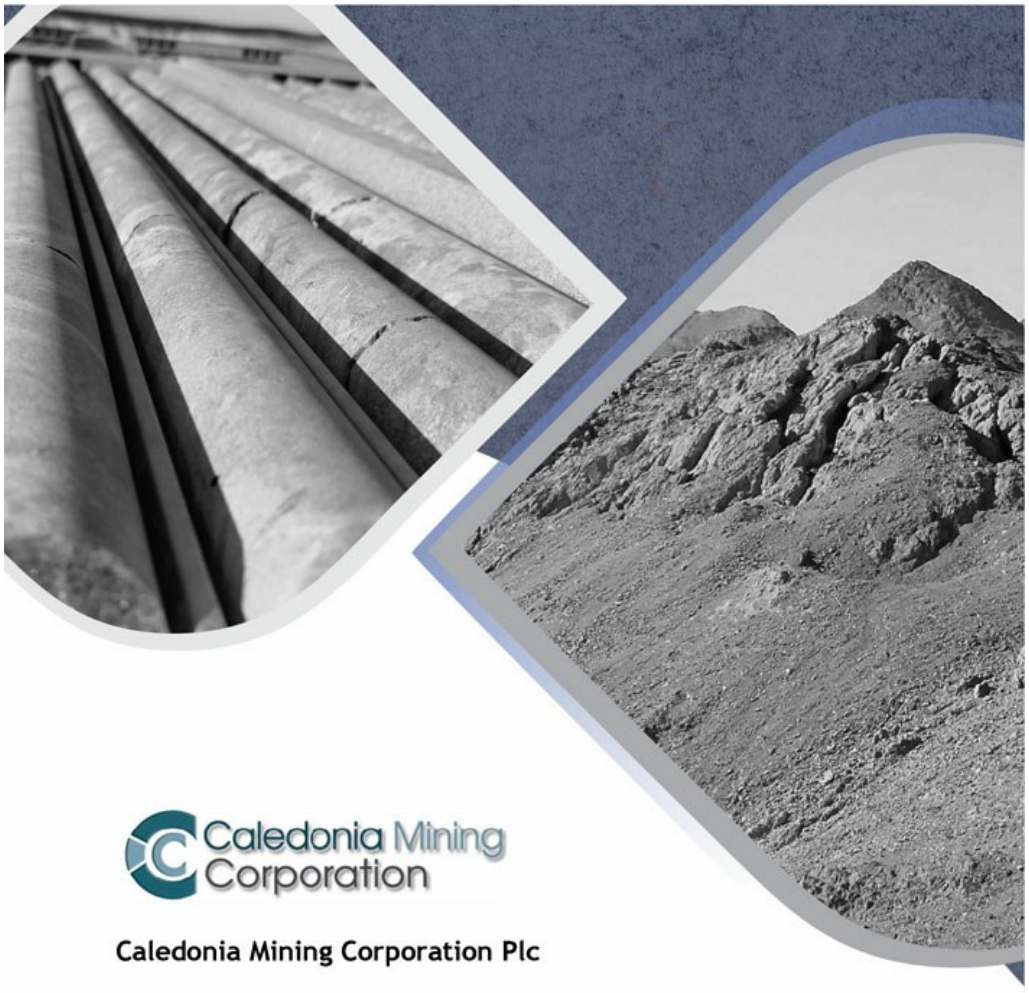
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ITEM 25 – RELIANCE ON INFORMATION PROVIDED BY THE REGISTRANT

The QPs have accepted information supplied by Caledonia regarding the permits and licences as valid and complete, which is included in Item 3 of this TRS. The QPs consider such reliance reasonable because the information constitutes legal and environmental matters outside the expertise of the QPs.



Caledonia Mining Corporation

Caledonia Mining Corporation Plc

S-K 1300 Technical Report Summary on the Maligreen Gold Project, Zimbabwe

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DATE AND SIGNATURE PAGE

This Report titled "[Title] - [Subject]" was prepared for Caledonia Mining Corporation Plc. The Report is compiled in accordance with the United States Securities and Exchange Commission Part 229 Standard Instructions for Filing Forms Regulation S-K subpart 1300. The effective date of this Report is 31 December 2022.

The Qualified Person ("QP") responsible for this Report is Mr. Uwe Engelmann and signed:-

/S/ U ENGELMANN

_____

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Signed at Little Falls, Gauteng, South Africa, on 28 April 2023.

INFORMATION RISK

This Report was prepared by Uwe Engelmann (the "QP") of Minxcon (Pty) Ltd ("Minxcon"). In the preparation of the Report, the QP utilised information relating to operational methods and expectations provided to them by various sources. Where possible, the QP has verified this information from independent sources after making due enquiry of all material issues that are required in order to comply with the requirements of the United States Securities and Exchange Commission Part 229 Standard Instructions for Filing Forms Regulation S-K subpart 1300. The QP is not qualified to provide extensive commentary on legal issues associated with rights to the mineral properties and relied on the information provided to them by the issuer. No warranty or guarantee, be it express or implied, is made by the authors with respect to the completeness or accuracy of the legal aspects of this document.

OPERATIONAL RISKS

The business of mining and mineral exploration, development and production by their nature contain significant operational risks. The business depends upon, amongst other things, successful prospecting programmes and competent management. Profitability and asset values can be affected by unforeseen changes in operating circumstances and technical issues.

POLITICAL AND ECONOMIC RISK

Factors such as political and industrial disruption, currency fluctuation and interest rates could have an impact on future operations, and potential revenue streams can also be affected by these factors. The majority of these factors are, and will be, beyond the control of any operating entity.

FORWARD LOOKING STATEMENTS

Certain statements contained in this document other than statements of historical fact, contain forward-looking statements regarding the operations, economic performance or financial condition, including, without limitation, those concerning the economic outlook for the mining industry, expectations regarding commodity prices, exchange rates, production, cash costs and other operating results, growth prospects and the outlook of operations, including the completion and commencement of commercial operations of specific production projects, its liquidity and capital resources and expenditure, and the outcome and consequences of any pending litigation or enforcement proceedings.

Although the QP believes that the expectations reflected in such forward-looking statements are reasonable, no assurance can be given that such expectations will prove to be correct. Accordingly, results may differ materially from those set out in the forward-looking statements as a result of, among other factors, changes in economic and market conditions, changes in the regulatory environment and other State actions, success of business and operating initiatives, fluctuations in commodity prices and exchange rates, and business and potential risk management.



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LIST OF UNITS AND ABBREVIATIONS

Units: The following units were used in this Report, and are in metric terms:-

Unit	Definition
%	Per cent
/	Per
± or ~	Approximately
°	Degrees
°C	Degrees Celsius
cm	Centimetre
g	Grammes
g/t	Grammes per tonne
ha	Hectares
kg	Kilogram (1,000 g)
km	Kilometre (1,000 m)
km^2	Square kilometres

Unit	Definition
koz	Kilo ounces (1,000 oz)
m	Metre
m^2	Square metres
m^3	Cubic metres
mbs	Metres below sea level
mm	Millimetre
Mt	Million tonnes (1,000,000 t)
oz	Troy Ounces
ppb	Parts per billion
t	Tonne
t/m^3	Tonnes per cubic metre
x	By / Multiplied by

Computation: It is noted that throughout the Report, tables may not compute due to rounding.

Abbreviations: The following abbreviations were used in this Report:-

Abbreviation	Description
AAS	Atomic Absorption Spectrophotometry
BIOX®	Biological Oxidation
Caledonia or the Company	Caledonia Mining Corporation Plc
Caledonia Zimbabwe	Caledonia Holdings Zimbabwe (Pvt) Ltd
CIDA	Canadian International Development Agency
CIM	Canadian Institute of Mining, Metallurgy and Petroleum
Cluff	Cluff Mineral Resources Limited
DIBK	Di-Isobutyl-Ketone
DMS	Digital Mining Services
EM Act	Environmental Management Act (Chapter 20:27) No. 13/2002
FP	Feldspar Porphyry
Geosearch	Geosearch (Pty) Ltd
HLEM	horizontal loop electromagnetic
IP	Induced Polarisation
KNA	Kriging Neighbourhood Analysis
Maligreen or the Project	Maligreen Gold Project
Mintek	Mintek Analytical Services Division
Minxcon	Minxcon (Pty) Ltd
MMA	Mines and Minerals Act (Chapter 21:05) of 1961
MMC	Maligreen Mining Company (Pvt) Ltd
MMCZ	Minerals Marketing Corporation of Zimbabwe
NSGB	Nkayi-Silobela Greenstone Belt
Pan African	Pan African (Pvt) Ltd
QAQC	Quality Assurance and Quality Control
QEP	Quartz-Eye-Porphyry
QP	Qualified Person
QSZ	Quartz-Sericite-Zone
RC	Reverse Circulation
Reunion	Reunion Mining (Zimbabwe) Limited
SADCA	Southern African Development Community Cooperation in Accreditation
Sale Agreement	Agreement of Sale between Caledonia Zimbabwe and Maligreen Mining Company (Pvt) Ltd dated 22 September 2021 to acquire the claims
SANAS	South African National Accreditation System
SEC	Securities and Exchange Commission
SGS	SGS Zimlab (Pty) Ltd
S-K 1300	United States Securities and Exchange Commission Part 229 Standard Instructions for Filing Forms Regulation S-K subpart 1300
SoR	Slope of Regression
TRS	Technical Report Summary
UTM	Universal Transverse Mercator
ZMDC	Zimbabwe Mining Development Corporation

ITEM 1 – EXECUTIVE SUMMARY

Maligreen is a gold exploration project situated on the Nkayi-Silobela Greenstone Belt that has historically been exploited via open pit mining. The Project is located in central Zimbabwe, approximately 73 km due west-southwest of Kwekwe, Midlands Province. Zimbabwe's capital city, Harare, lies 235 km northeast of Maligreen. The town of Nkayi lies 25 km west of the Project along the Kwekwe-Lupane Highway.

The Project Area was historically explored and limited exploitation of the orebody from two open pits was done from 2000 to 2002. The operation is currently on care and maintenance. No further exploration or development work has been undertaken at the site. A re-sampling exercise was completed by Caledonia on the available historical core during 2022, informing re-estimated Mineral Resources for the Project.

The Mineral Resource occurs within a claims area covering a total of 550 ha. The Project is held under a portfolio of 41 adjacent mining claims in the Midlands Mining District.

The Maligreen gold deposit occurs in a northeast trending section of greenstone near the convergence (triple junction) of the Midlands, Bubi and Silobela greenstone belts. The Maligreen deposit is hosted in rocks assigned to the Maliyami Formation of the Upper Bulawayan Group. The regional structural trend around Maligreen is northeast, parallel to the contact between the greenstone pile and the Shangani granite-gneiss terrain to the southeast.

The country rocks consist of metamorphosed andesitic pyroclastics (grading from lapilli tuff to agglomerate), intermediate lavas (dacite/andesite) and mafic lavas (basalt/gabbro). The pyroclastics are interbedded with quartz-eye-porphyry (or QEP) and intruded by feldspar porphyry (or FP) dykes. Andesitic volcanics are porphyritic and amygdaloidal in places. A mafic (or marker) dyke has intruded along the contact between pyroclastics and dacitic volcanics, within a broad shear zone. The strongly altered and sheared zone known as the quartz-sericite-zone (or QSZ), forms the core of deformation and alteration at Maligreen.

Gold mineralisation at Maligreen is generally associated with pyrite. Both stockwork and breccia pipe-type mineralisation have been recognised. A dominant north-south orientation is observed hosting mineralisation. These north-south mineralised trends are what has been mined in the existing surface pits. Additional mineralisation is seen trending northwest from these pits, in what has been termed the splays. Mineralisation at Maligreen is hosted by multiple lithologies, with specific lithologies dominant in different structural domains.

An ordinary kriged estimation was performed on the Maligreen deposit. With the re-sampling exercise completed by Caledonia the Mineral Resource now has Measured, Indicated and Inferred categories. The Mineral Resources reported at surface, which are all resources <220 m from surface and underground (>220 m from surface) are shown below. No Mineral Reserves are stated.

In Situ Surface Mineral Resource for Maligreen Gold Mine as at 31 December 2022

Domain	Mineral Resource Category	Tonnes (Less Geological Losses)	Gold Grade	Gold Content
		Mt	g/t	koz
North	Measured	0.30	0.87	8.3
	Indicated	3.01	1.38	133.1
	Total Measured and Indicated	**3.30**	**1.33**	**141.4**
	Inferred	1.01	1.09	35.5
South	Measured	1.35	2.70	117.2
	Indicated	0.75	4.17	101.9
	Total Measured and Indicated	**2.10**	**3.23**	**218.2**
	Inferred	0.49	6.05	95.3
SplayNW	Indicated	1.68	0.80	43.1
	Total Measured and Indicated	**1.68**	**0.80**	**43.1**
	Inferred	2.08	0.81	54.0
SplaySW	Indicated	0.85	1.15	31.4
	Total Measured and Indicated	**0.85**	**1.15**	**31.4**
	Inferred	1.00	1.37	44.0
Total Measured and Indicated		**7.94**	**1.70**	**434.1**
Total Inferred		**4.58**	**1.55**	**228.8**

Notes:

1. Mineral Resource Cut-off of 0.4 g/t Au applied.
2. A gold price of USD1,800/oz was used for the cut-offs.
3. Columns may not add up due to rounding.
4. Mineral Resources are reported as total Mineral Resources and 100% attributable to Caledonia.

In Situ Underground Mineral Resource for Maligreen Gold Mine as at 31 December 2022

Domain	Mineral Resource Category	Tonnes (Less Geological Losses)	Gold Grade	Gold Content
		Mt	g/t	koz
North	Indicated	0.09	2.88	8.2
	Total Measured and Indicated	**0.09**	**2.88**	**8.2**
	Inferred	1.13	2.42	87.7
South	Indicated	0.00	12.57	0.0
	Total Measured and Indicated	**0.00**	**12.57**	**0.0**
	Inferred	0.33	8.69	93.5
SplayNW	Inferred	0.13	2.51	10.3
SplaySW	Inferred	0.00	1.58	0.0
Total Measured and Indicated		**0.09**	**2.89**	**8.2**
Total Inferred		**1.59**	**3.75**	**191.5**

Notes:

1. Mineral Resource Cut-off of 1.5 g/t Au applied.
2. A gold price of USD1,800/oz was used for the cut-offs.
3. Columns may not add up due to rounding.
4. Mineral Resources are reported as total Mineral Resources and 100% attributable to Caledonia.

In Situ Total Mineral Resource for Maligreen Gold Mine as at 31 December 2022

Domain	Mineral Resource Category	Tonnes (Less Geological Losses)	Gold Grade	Gold Content
		Mt	g/t	koz
North	Measured	0.30	0.87	8.3
	Indicated	3.09	1.42	141.3
	Total Measured and Indicated	**3.39**	**1.37**	**149.6**
	Inferred	2.14	1.79	123.2
South	Measured	1.35	2.70	117.2
	Indicated	0.75	4.17	101.0
	Total Measured and Indicated	**2.10**	**3.23**	**218.2**
	Inferred	0.82	7.12	188.8
SplayNW	Indicated	1.68	0.80	43.1
	Total Measured and Indicated	**1.68**	**0.80**	**43.1**
	Inferred	2.21	0.91	64.3
SplaySW	Indicated	0.85	1.15	31.4
	Total Measured and Indicated	**0.85**	**1.15**	**31.4**
	Inferred	1.00	1.37	44.0
Total Measured and Indicated		**8.03**	**1.71**	**442.3**
Total Inferred		**6.17**	**2.12**	**420.3**

Notes:

1. Mineral Resource Cut-off of 0.4 g/t Au for surface and 1.5 g/t Au for underground applied.
2. A gold price of USD1,800/oz was used for the cut-offs.
3. Columns may not add up due to rounding.
4. Mineral Resources are reported as total Mineral Resources and 100% attributable to Caledonia.

Sufficient data is available to define a weathering profile, lithological model, as well as estimate a Mineral Resource for the Maligreen Deposit. With the re-sampling exercise of the historical core completed by Caledonia, the previous inferred Mineral Resource can now be declared as a measured, indicated and inferred Mineral Resource with the improved confidence in the database.

The new 2022 revised model utilised grade trends determined in Seequent Leapfrog Geo software as well as the structural geological interpretations and mapping by Professor Dirks. This has resulted in a fairly robust geological model on which to base the revised Mineral Resource estimation. Based on this new revised model and the quantity of historical drillhole data available, the conversion from Inferred to Measured and Indicated Mineral Resource was achievable with the confirmatory exercise.

The Maligreen Project lends itself to open pit mining with low grade stockpiling with the possibility of underground mining beneath the open pit. Additional drilling is required to test the down dip extension of the project and improve the underground potential and for more Mineral Resource upgrade.

Limited historical metallurgical testwork suggests that the ore is not that refractory with metal recovery rates above 80%.

With the upgrade of the Mineral Resource to measured and indicated Mineral Resources a concept study or feasibility study would now be required to investigate the possible conversion of the Mineral Resource to Mineral Reserves.

Additional exploration is recommended to fully understand the strike extension and depth extension potential. This would be a combination of geophysics, possibly soil geochemical surveys (depending on the Kalahari surface cover), trenching and drilling.

Further, it is recommended to undertake independent metallurgical testwork.

ITEM 2 – INTRODUCTION

ITEM 2 (A) – ISSUER RECEIVING THE REPORT; AUTHOR

Minxcon (Pty) Ltd ("Minxcon") was commissioned by Caledonia Mining Corporation Plc ("Caledonia" or "the Company") to compile a Technical Report Summary ("TRS") on the Maligreen Gold Project ("Maligreen" or the "Project"), situated in the Silobela area, Midlands Province, Zimbabwe.

The author of this TRS is Uwe Engelmann who is a Qualified Person ("QP"). Mr. Engelmann was responsible for all Sections of this TRS.

ITEM 2 (B) – TERMS OF REFERENCE AND PURPOSE OF THE REPORT

Minxcon was commissioned to prepare the TRS on the Project in accordance with the United States Securities and Exchange Commission Part 229 Standard Instructions for Filing Forms Regulation S-K subpart 1300 ("S-K 1300"). This TRS follows the guidelines as prescribed by S-K 1300, and only such terms as defined in §229.1300 have been utilised. The TRS is structured in accordance with the format prescribed in §229.601(b)(96). This TRS constitutes an initial assessment under S-K 1300.

The purpose of this TRS is to present the Mineral Resources of the Project as at the Company financial year end 31 December 2022. Maligreen is an advanced exploration project with historical mining. The Mineral Resources were initially estimated at the effective date of 31 August 2021, and were valid to the period 31 December 2021 as no material developments occurred. Subsequently, confirmatory re-sampling on historical core was undertaken by the Company, informing re-estimation of Mineral Resources as at the effective date of 30 September 2022. No significant developments material to the exploration project and Mineral Resources occurred in the period to 31 December 2022; thus, the estimates are considered as valid as at the date of 31 December 2022, *i.e.*, the date of this TRS.

This TRS updates the previously filed TRS titled *S-K 1300 Technical Report Summary on the Maligreen Gold Project, Zimbabwe* and dated 31 December 2021, prepared for and filed by Caledonia, in terms of S-K 1300.

ITEM 2 (C) – SOURCES OF INFORMATION AND DATA CONTAINED IN THE TECHNICAL REPORT SUMMARY

In the compilation of this Report, the QP utilised information as provided by the Company. This includes internal company reports, historical reports and information, technical correspondence and maps and the recent re-sampling database as received from the Company. Additional information was sourced from those references listed in Item 24 and is duly referenced in the text where appropriate.

ITEM 2 (D) – QUALIFIED PERSONS' PERSONAL INSPECTION OF THE PROPERTY

The QP, as such term is defined S-K 1300, is Mr U. Engelmann. A site visit to Maligreen was undertaken by Mr Engelmann on 12 October 2021. He was accompanied by Ms Janet Hobkirk, Mr Wilbert Mugomo and Mr Lovemore Mauled from Caledonia. During the site visit, the available infrastructure, historical heap leach pad and open pits were inspected. The location of some of the historical drillholes were confirmed and the surface geology in the open pits was observed and confirmed the geological model constructed. It was during this site visit that a confirmatory re-sampling exercise was discussed to upgrade the Mineral Resource. A site visit during 2022 by the QP was not deemed necessary as the further work only involved resampling of material.

ITEM 3 – PROPERTY DESCRIPTION

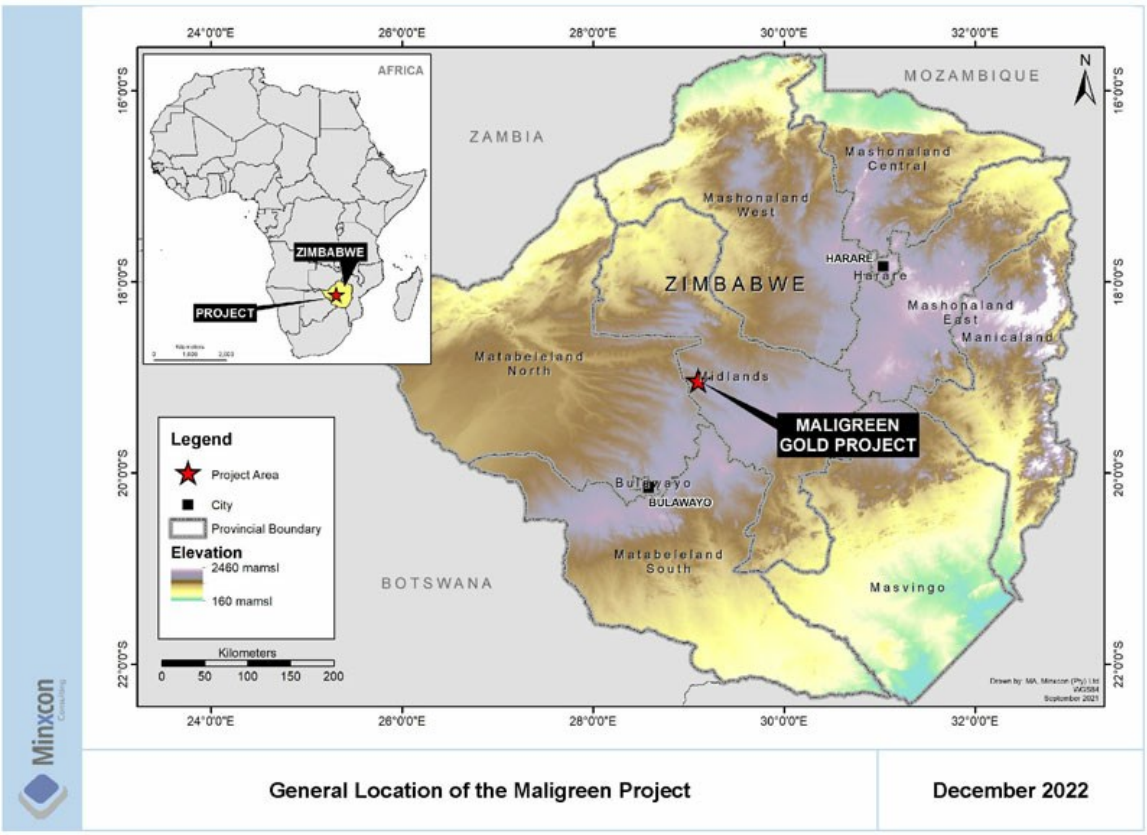
ITEM 3 (A) – AREA OF THE PROPERTY

Maligreen is a gold exploration project situated on the Nkayi-Silobela Greenstone Belt ("NSGB") that has historically been exploited via open pit mining. The Mineral Resource occurs within a claims area covering a total of 550 ha.

ITEM 3 (B) – LOCATION OF THE PROPERTY

As illustrated in Figure 1, the Project is located in central Zimbabwe, approximately 73 km west-southwest of Kwekwe, Midlands Province. Zimbabwe's capital city Harare lies 235 km northeast of Maligreen. Nkayi Town lies 25 km west of the Project along the Kwekwe-Lupane Highway. The Project is centred on the coordinates (WGS84 system) 19°1'51"S, 29°6'5"E.

Figure 1: General Location of the Maligreen Project



ITEM 3 (C) – MINERAL DEPOSIT TENURE

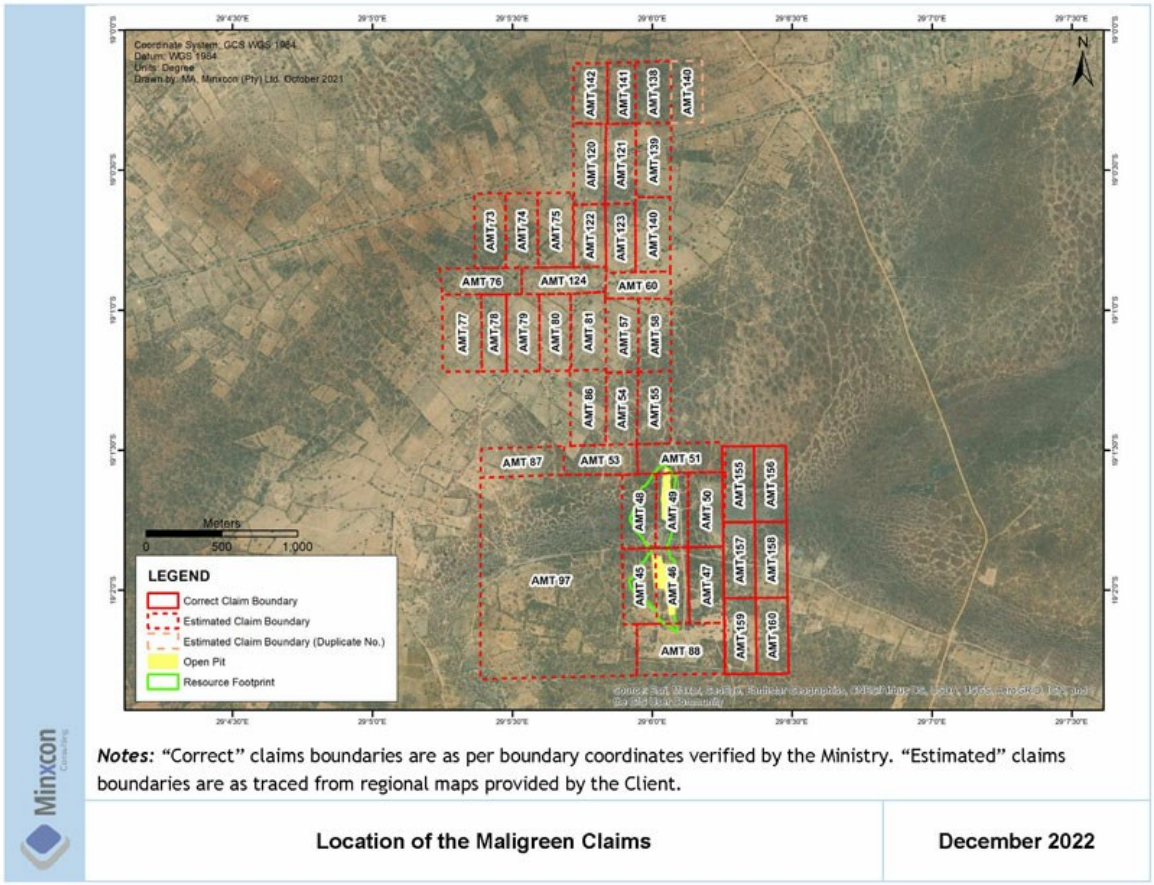
The Project is held under a portfolio of 41 adjacent mining claims (Figure 2) in the Midlands Mining District. Of these, 40 encompass an area of 10 ha each and are issued for gold. The claims are identified as claims AMT45 through AMT58, AMT60, AMT73 through AMT81, AMT86 through AMT88, AMT120 through AMT124, and AMT138 through AMT141. Claim AMT 97 (claim number 11219BM) encompasses 150 ha and was previously issued for copper. A conversion application to convert Claim AMT 97 to gold was accepted and registered on 5 August 2022 by the office of the Provincial Mining Director, Gweru. This latter claim has not been the focus of exploration to date. The claims are all up to date, with next inspections due in 2023.

The claims were all held in the name of Maligreen Mining Company (Pvt) Ltd ("MMC"). Caledonia Holdings Zimbabwe (Pvt) Ltd ("Caledonia Zimbabwe") entered into an Agreement of Sale ("Sale Agreement") with MMC on 22 September 2021 to acquire the claims. The transfer process into the name of Caledonia Zimbabwe was completed on 3 November 2021. Caledonia Zimbabwe is a 100% held indirect subsidiary of Caledonia through Greenstone Management Services Holdings Limited.

Annual payments are required to be made for each claim to government authorities in order to maintain validity.

The QP is not aware of further permits required to undertake exploration activities at the claims.

Figure 2: Location of the Maligreen Claims



The QP is not aware of any material violations or fines associated with the property.

ITEM 3 (D) – ROYALTIES AND PAYMENTS

Mining royalties are charged in terms of the Mines and Minerals Act (Chapter 21:05). Maligreen is not in production and is not subject to these government royalties.

A Tribute Agreement is in place with Silobela Youth in Mining Syndicate for the claims from 1 October 2020 to 30 September 2023. In terms of this Tribute Agreement, Silobela Youth in Mining Syndicate may undertake mining activities over the claims. In terms of the Tribute Agreement, Silobela Youth in Mining Syndicate must pay to the Grantor (now Caledonia Zimbabwe through the Sale Agreement) 5% of the value of minerals mined or a rental amount. The Syndicate is mining as per the Tribute Agreement with royalty payment made as per the agreement to MCC.

Payments are due annually to the Provincial Mining Director in order to keep the claims registered.

Operating mines in Zimbabwe are required to set aside money as part of the closure plan and fulfilment of the provisions of the Mines and Minerals Act (Chapter 21:05) of 1961 ("MMA") and Environmental Management Act (Chapter 20:27) No. 13/2002 ("EM Act"). As far as the QP is aware, no statutory instrument has been gazetted implementing an environmental fund as yet, thus so no fees are currently due. Environmental liabilities have not yet been calculated or budgeted for and are not currently due.

Item 3 (e) – Other Significant Factors and Risks

The QP is not aware of any significant factors or risks prevalent to the Project that may affect access, title, or the right or ability to perform work on the property. Should the Project develop into a mining operation, communities north of North Pit will need to be resettled elsewhere, as they are currently within the claims area.

ITEM 4 – ACCESSIBILITY, CLIMATE, LOCAL RESOURCES, INFRASTRUCTURE AND PHYSIOGRAPHY

Item 4 (a) – Topography, Elevation and Vegetation

The topography at the Maligreen Project Area is flat with an even elevation of some 1,212 m above mean sea level. The northwest flowing Shangani River is located some 11 km due west of the Maligreen Project Area. The area is rural with scattered farming landholdings. The current land use at the claims includes previous mining operation, scattered subsistence farming and some villages and settlements. The area is largely bushveld and wooded.

Item 4 (b) – Access to the Property

The Maligreen Project area is accessible by car via the Kwekwe-Lupane Road, approximately 80 km west of Kwekwe. From this road, the Mahlathini Road can be taken southwards for some 3.8 km, from which point a westwards gravel road provides direct access to the Project Area after 1.8 km. The journey from Kwekwe takes approximately 2 hours by car.

Maligreen lies immediately south of the Kwekwe-Lupane Road that connects the mining town of Kwekwe in the east and Lupane and the A8 national road in the west. The Project Area can be accessed from Kwekwe via this road and through Silobela Town over 91 km by car. The Kwekwe-Lupane Road is currently being upgraded. Silobela lies 22 km east-northeast by road from the Project Area.

Kwekwe Town hosts an aerodrome, schools, medical services and a hospital, accommodation, shops, religious facilities, museums, and mining services. An airport is also available at Nkayi, as is accommodation, a district hospital and limited shops.

Item 4 (c) – Climate and Length of Operating Season

The climate in Kwekwe is hot and semi-arid, classified as *BSh* type (extremely hot summers and warm to cool winters, with minimal precipitation) by the Köppen climate classification system. According to climate-data.org, annual temperatures average 21°C. October is the hottest month of the year at an average temperature of 24°C, while July is the coldest month averaging 16°C. Annual rainfall averages 640 mm, falling mainly in December with little to no precipitation occurring in August. Relative humidity peaks in January at 66%, and is lowest in September at 32%.

No appreciable exploration downtime is expected owing to unfavourable climatic or weather conditions. Activities can be conducted year-round.

ITEM 4 (D) – INFRASTRUCTURE

Infrastructure on site is minimal. There are two open pits, namely North Pit and South Pit, that were historically mined, as well as the heap leach pad and possible elution room that serviced the operations. An office block is occupied and maintains the care and maintenance of the historic operation. A basic process plant is erected and utilised by the Syndicate for their mining activities. All required infrastructure for exploration activities is in place.

ITEM 5 – HISTORY

ITEM 5 (A) – PRIOR OWNERSHIP

The Maligreen deposit was discovered by Reunion Mining (Zimbabwe) Limited ("Reunion") in October 1995 over a number of Exclusive Prospecting Orders. The property was purchased by Cluff Mineral Resources Limited ("Cluff") in April 1998. In December 1999, Pan African (Pvt) Ltd ("Pan African") entered into an agreement with Cluff to acquire a 50% interest in the Project. The acquisition was completed in April 2000 and a new joint-venture company MMC was registered (Trashliev, 2007).

The Sale Agreement between MMC and Caledonia Zimbabwe was entered into on 22 September 2021 and concluded on 3 November 2021 with the transfer of the claims into the name of Caledonia Zimbabwe.

ITEM 5 (B) – HISTORICAL EXPLORATION AND DEVELOPMENT

As described by Trashliev (2007), four years of integrated regional geochemical and geophysical exploration led to the discovery of the Maligreen mineralisation by Reunion in 1995. A north-south, 3.3 km long geochemical signature along structural targets was identified.

For the next two and a half years, Reunion drilled 107 diamond drillholes over 28,272 m and 526 percussion drillholes over 29,110 m, the results of which were utilised to define a gold Mineral Resource. Only the southern 1 km of the geochemical anomaly has been drilled. Limited geochemical data is however available. The area has been mapped and geological data relogged.

No further exploration work was undertaken under Cluff ownership, but the company did revise the Mineral Resources to quantify the potential and guide mine planning.

Work commenced in January 2000 under MMC ownership to develop two open pits (North Pit and South Pit;) to exploit the orebody. A crushing, sizing and floatation plant was also constructed. Pan African completed 35 reverse circulation ("RC") drillholes over 1,038 m to guide mine planning at North Pit. The first bullion was poured in July 2000.

All available data for the Project Area was consolidated in 2003 and all 107 diamond drillholes were relogged.

The upper oxide horizon was mined to its base via the North Pit and South Pit. Some 22.5 koz of gold was recovered from August 2000 to September 2002 by heap leaching. Mining ceased in September 2002, but the reason for this is uncertain. It is however assumed that they were targeting the oxides only. The operation is currently on care and maintenance.

ITEM 6 – GEOLOGICAL SETTING, MINERALISATION AND DEPOSIT

ITEM 6 (A) – REGIONAL GEOLOGY

The Maligreen gold deposit occurs in a northeast-trending section of greenstone near the convergence (triple junction) of the Midlands, Bubi and Silobela greenstone belts. The Shangani granite-gneiss terrain occurs to the southeast of the Project.

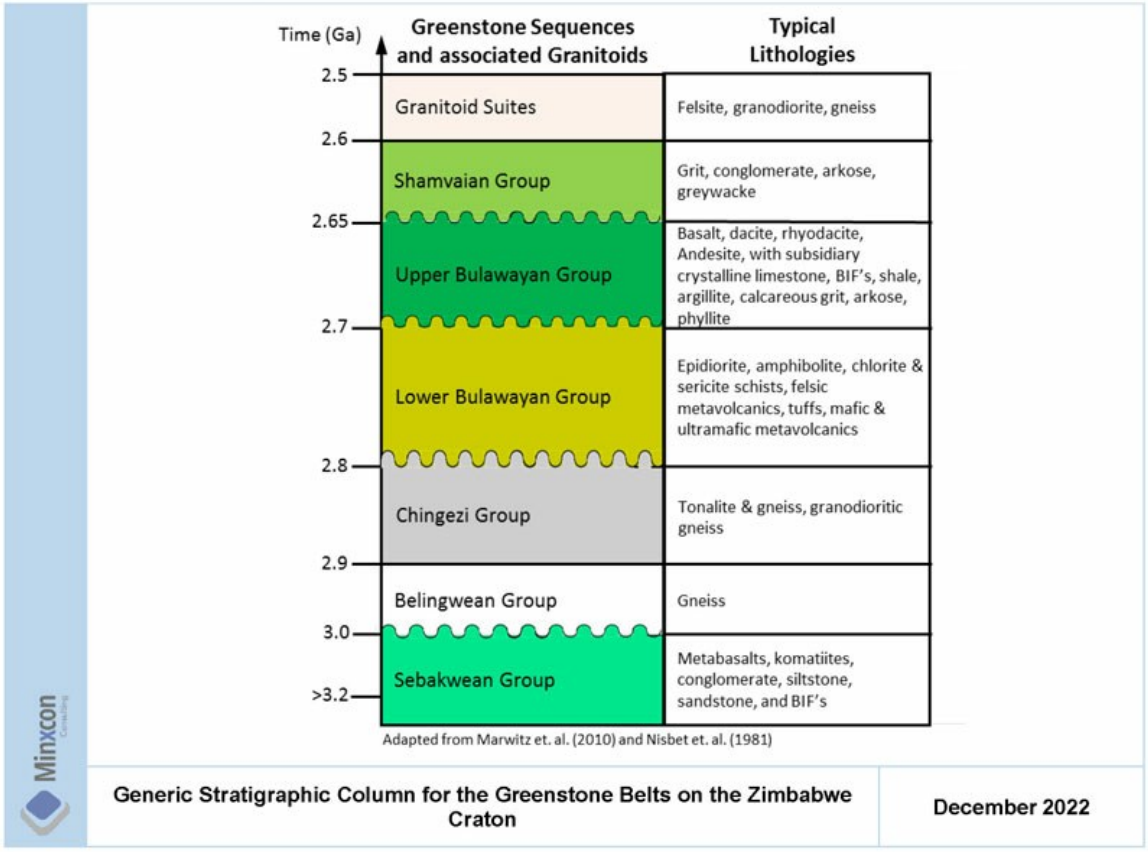
Although the Project Area and its immediate surroundings are covered by a thin layer (0-40 m) of surface deposits that include Kalahari sands, the position of the mine within the regional stratigraphy and structure can be deduced from aeromagnetic data linked to outcrops SW and NE of the mine. On this basis it is assumed that the Maligreen deposit is hosted in rocks assigned to the Maliyami Formation of the Upper Bulawayan Group (Harrison, 1981).

Maliyami Formation rocks comprise andesitic lava flows that are locally amygdaloidal or porphyritic, and interbedded with basalt, volcaniclastic rocks (tuff, agglomerate, ignimbrite), felsic volcanic material and porphyry intrusions, as well as phyllitic rocks and chert. All units have been intruded by metadolerite and gabbro bodies (Harrison, 1981). To the southeast the Maliyami Formation rocks are assumed to stratigraphically overlie older rocks belonging to the Upper Bulawayan Group (Leo Hurst Formation andesitic and dacitic flows; Ntobe Formation basalt) and Lower Bulawayan and Sebakwean Groups (dacite and serpentinite). Contacts between most units are strongly sheared. The greenstone pile in the Maligreen area was intruded by a number of tonalitic bodies with narrow contact metamorphic aureoles, assigned to the Sesombi Suite.

The regional structural trend around Maligreen is northeast, parallel to the contact between the greenstone pile and the Shangani granite-gneiss terrain to the southeast. Two major northeast trending shear zones have been described to the southeast of the Project using Landsat TM data (Campbell and Pitfield, 1994). These shears are positioned near formational contacts between the Leo Hurst and Ntobe Formations (the Leo Hurst shear zone) and the Ntobe Formation and Lower Bulawayan rocks respectively. They have been interpreted as large dextral shear systems and linked to the Munyati Shear Zone in the Midlands Greenstone Belt (Campbell and Pitfield, 1994).

A stratigraphic column depicting the regional lithological units is provided in Figure 3.

Figure 3: Generic Stratigraphic Column for the Greenstone Belts on the Zimbabwe Craton



Numerous small gold workings occur in the area around Maligreen. Larger mines (>500 kg production) include the Jena Group of mines to the north-northeast of Maligreen and the Turtle Mine and associated reefs to the northwest.

Item 6 (b) – Local and Property Geology

The country rocks at Maligreen consist of metamorphosed andesitic pyroclastics (grading from lapilli tuff to agglomerate), intermediate lavas (dacite/andesite) and mafic lavas (basalt/gabbro). The pyroclastics are interbedded with quartz-eye-porphyry ("QEP") and intruded by feldspar porphyry ("FP") dykes. Andesitic volcanics are porphyritic and amygdaloidal in places. A mafic ("marker") dyke has intruded along the contact between pyroclastics and dacitic volcanics, within a broad shear zone. The strongly altered and sheared zone known as the quartz-sericite-zone ("QSZ"), forms the core of deformation and alteration at Maligreen (Mtetwa, 2007).

The andesitic-dacitic lava is a fine to medium grained, grey green rock. Amygdaloidal and porphyroidal textures are found in places. Quartz-porphyry is characterised by sparse, whitish calcite (after feldspar) amygdales with rectangular (feldspar pseudomorph) shape, in fine grained siliceous matrix. Pyroclastics grade from very fine grained, grey green lapilli tuff to coarse grained agglomerates with large, usually felsic, bombs up to a few centimetres across. The bombs are often amygdaloidal. Quartz and carbonate veining is common. QEP is massive, brittle, grey green (seldom pink) rock with siliceous matrix and spheroidal quartz porphyroblasts, usually 2-3 mm across. It is sericitised and deformed into strongly developed S-C fabric and mineralised in places pressure shadows around the quartz porphyroblasts often indicate the sense of movement during deformation. QSZ is a strongly deformed and intensely altered unit composed of white quartz with yellow sericite and/or green chlorite bands usually forming S-C fabric along the chlorite/sericite bands. When the chlorite rather than sericite is dominant, it is called the quartz-chlorite-zone. Fuchsite and epidote are sometimes present.

The mafic dyke has a green medium grained matrix with dark green hornblende phenocrysts up to 5mm across. It has chilled margins and is found within or on the margin of the QSZ. The FP is pale grey to pink felsic unit with white subhedral to euhedral feldspar phenocrysts up to 5mm across. It is often intensely sheared, altered (sericite after feldspar) and mineralised. The FP in the main shear zone, to the north, has QSZ xenoliths in it, suggesting that it is post Phase 1 deformation. In addition, the FP is often found unsheared within the QSZ. The same applies to the mafic dyke. Basalt is fine grained green to dark green and fairly brittle. It has black magnetite rich patches which are very magnetic. Patchy siliceous and epidote alteration associated with specks of pyrite is common. Dolerite is medium to coarse gained rock with a pale green matrix and dark green hornblende phenocrysts. It is weak to strongly magnetic. The gabbro has very pale green matrix with large dark green phenocrysts which give it a coarse-grained texture. Minor sericite alteration is found in places. Kalahari sands, Karoo sediments and black hydromorphic clays 3m to 7m thick cover the Maligreen deposit.

The low-grade greenschist facies metamorphism of the country rock is marked by the assemblage of chlorite-epidote-actinolite-plagioclase. Three different types of alteration are recognised. The first type of alteration is observed in the intensely sericitised and silicified QSZ and is related to the phase 1 deformation. Epidote and minor fuchsite are also present. Low temperature Na-micas (illite and paragonite) were picked up by Pima spectral analysis. The second type of alteration (related to phase 2 deformation) is found in gold mineralised zones, which are also intensely sericitised and silicified. Other alteration minerals present are carbonate, tourmaline, chlorite and leucoxene. Fuchsite and epidote are seldom present. The Pima spectral analysis on core from diamond drill hole MG45 suggests that gold mineralisation is associated with K-mica (muscovite) introduced by “high” temperature hydrothermal fluids. The third type of alteration is pervasive silicification and carbonatization of the country rock. It has a bleaching effect on the wall rocks, forming a broad envelope to mineralisation (Mtetwa, 2007). The alteration minerals are usually associated with shear zones and pyrite mineralisation.

The deposit lies in a major north-south structure interpreted from the aeromagnetic data and observed in the core as the 50 m wide QSZ. This dominant structure (phase 1 deformation) is usually barren of gold. Narrow shears splay-off the QSZ (phase 2) deformation and are associated with gold mineralisation. A NW oblique trend appears to belong to phase 2 deformation as it has brittle fractures and hosts grey sulphide with gold mineralisation. Silicified ENE trending faults are barren of gold and are probably post mineralisation.

Detailed mapping and structural measurements were taken by Professor Paul Dirks (2001).

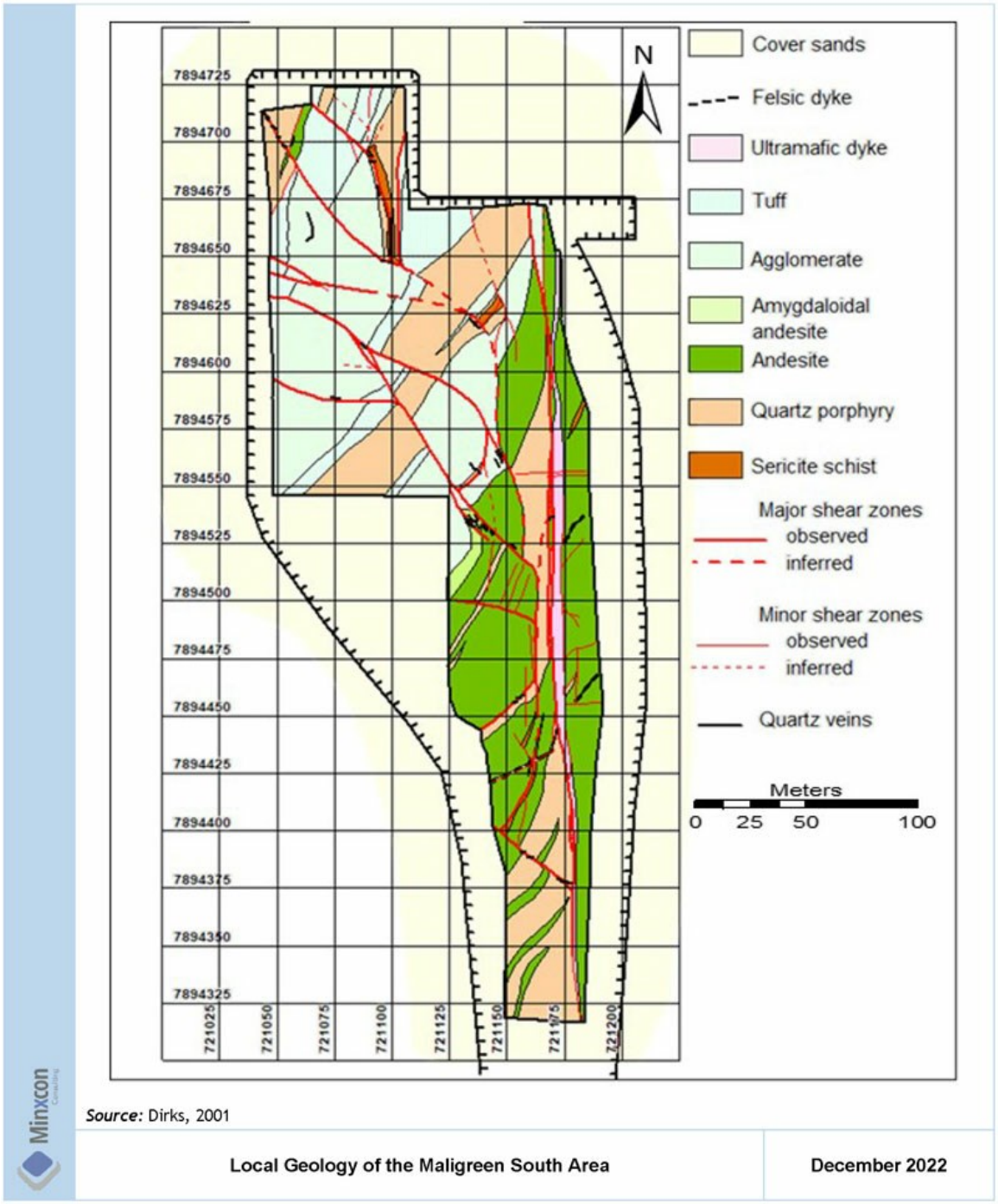
The calculated stress field indicates that during the formation of the shear zones;

- WNW and NW trending sinistral shears formed within a tensional field,
- NE trending dextral shears formed in a compressional field,
- N trending sinistral shears formed close to the boundary of the compressional and tensional fields.

This suggests that maximum fluid infiltration can be expected along the NW and WNW trending shears, and especially along the intersections of WNW, NW and N trending shears. The intensity of infiltration is partly dependent on the fluid pressure at the time of mineralisation.

The widest zones of wall rock alteration in the South Pit occur in areas where NW, WNW and N shear zones merge into each other. Where such zones coincide with quartz porphyry rock, extensive stock works of quartz-sulphide veinlets have developed within the porphyry. This is especially the case along the massive porphyry exposed at the bottom of the South Pit (Figure 4).

Figure 4: Local Geology of the Maligreen South Area



N-S trending shears away from intersections with NW trending shears, and SW trending shears parallel to S1 show less alteration and are not associated with significant mineralisation although a narrow mineralised zone can be traced along the main N-trending shear zone to the N of the pit.

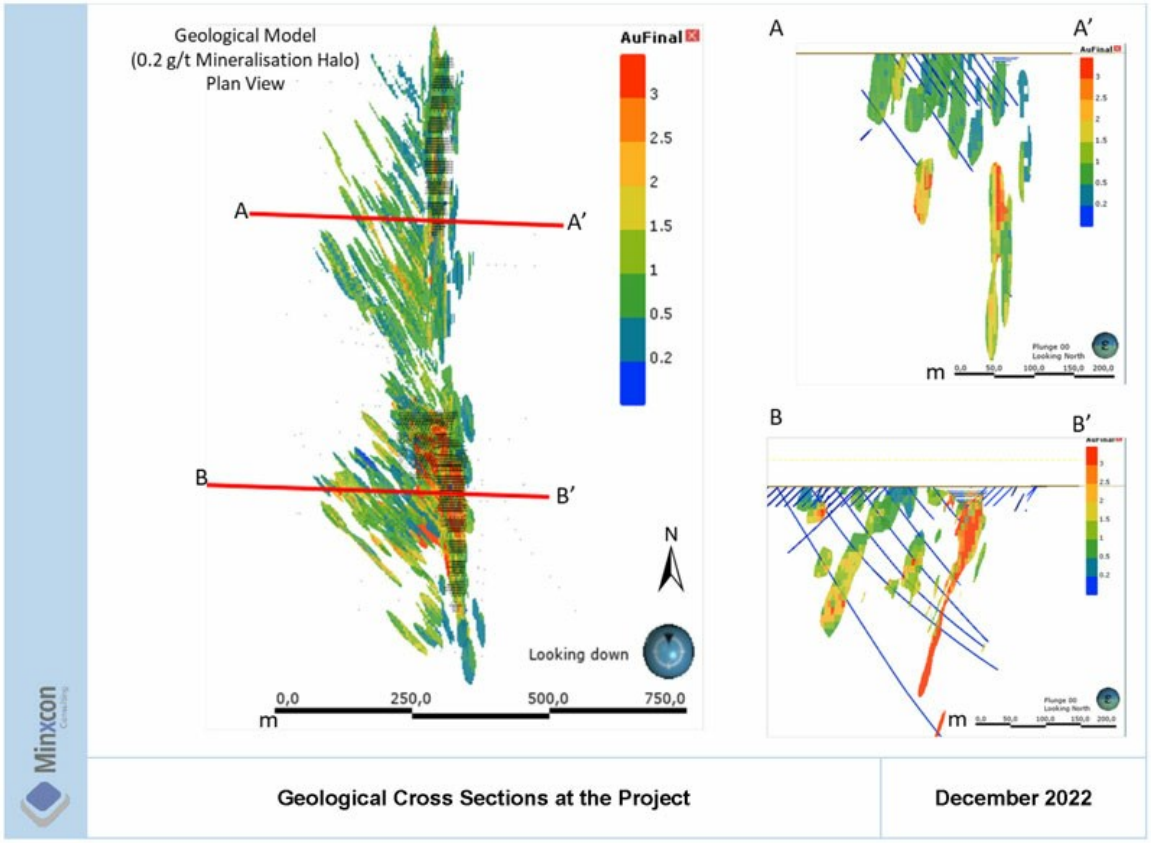
It is clear that the main zones of fluid infiltration occur along the intersection points of N-, NW- and WNW-trending shears within a sinistral shear system. Within such a system, these areas are clearly dilatant allowing more effective fluid impregnation. The intersection lineation between the three shear zone sets plunges steeply to the south. This orientation is near parallel to the L1 mineral lineation, this suggests that the mineralisation plunges steeply S to SSW.

Where fault intersections coincide with quartz porphyry rocks, better mineralisation occurs. This appears to happen because, the porphyry undergoes extensive, stock-work like fracturing with associated sulphide impregnation, a feature not observed to be as well developed in other lithologies. All quartz porphyries in the South Pit contain S1 and therefore were emplaced before gold was introduced along the younger brittle-ductile shear zones. A direct genetic relationship between the porphyries and mineralisation is therefore not expected.

The feldspar porphyry observed in drill core below the N-pit intruded after the development of D1 and before or during the mineralising events in an N-S trend and may have a genetic relationship with the gold. The same may be true for the mafic dyke that has intruded into the main shear zone after D1, but before shearing associated with mineralisation, which locally affects the dyke.

Figure 5 shows a schematic cross section of the geology at the Project.

Figure 5: Geological Cross Sections at the Project



ITEM 6 (C) – MINERALISATION

Gold mineralisation at Maligreen is generally associated with pyrite. Pyrite occurs mainly in association with argillic and quartz-sericite hydrothermal alteration and occasionally with propylitic and mylonitic style of hydrothermal alteration. Although the pyrite content increases towards the ore channel, gold and pyrite are not sympathetically related. Both stockwork and breccia pipe-type mineralisation have been recognised. The breccia type is very limited and consists of rock fragments cemented with silicates and ore minerals.

Pyrite generally occurs as fracture filling, or as vein, veinlets, and dissemination. Dissemination of pyrite with visible fractures and healed micro cracks implies that some of the mineralisation is a result of wall rock alteration by permeating fluids.

Based on the textural appearance, early clean pyrite and late “dirty” pyrite are the two dominant pyrite at Maligreen Project. The dirty pyrite is most likely “contaminated” by abundant magnetite due to the superimposed deep argillic alteration. However, the black colour could also be a result of the presence of molybdenite, arsenopyrite or sphalerite. Nevertheless, it is believed that the dirty pyrite is a result of late supergene enrichment due to the pervasive argillic alteration marked by the introduction of clay and magnetite (Mtetwa, 2007).

The relative proportion of dirty pyrite and clean pyrite varies significantly, but total pyrite content within the ore zones can reach 20-25%. Pyritised zones within the pyroclastic unit show clean pyrite as veins and veinlets which are always parallel to the bedding of the bedded tuff. Some of them are auriferous but generally do not show extreme grades. This could represent the formation of an early exhalative mineralisation (Mtetwa, 2007).

The possible mechanism for the Maligreen gold deposition is likely a fluid flow, aided and abetted by high level rhyolitic intrusions, and redistributed through permeable secondary shear zones due to late dextral duplex-like segmentation.

ITEM 6 (D) – GEOLOGICAL MODEL

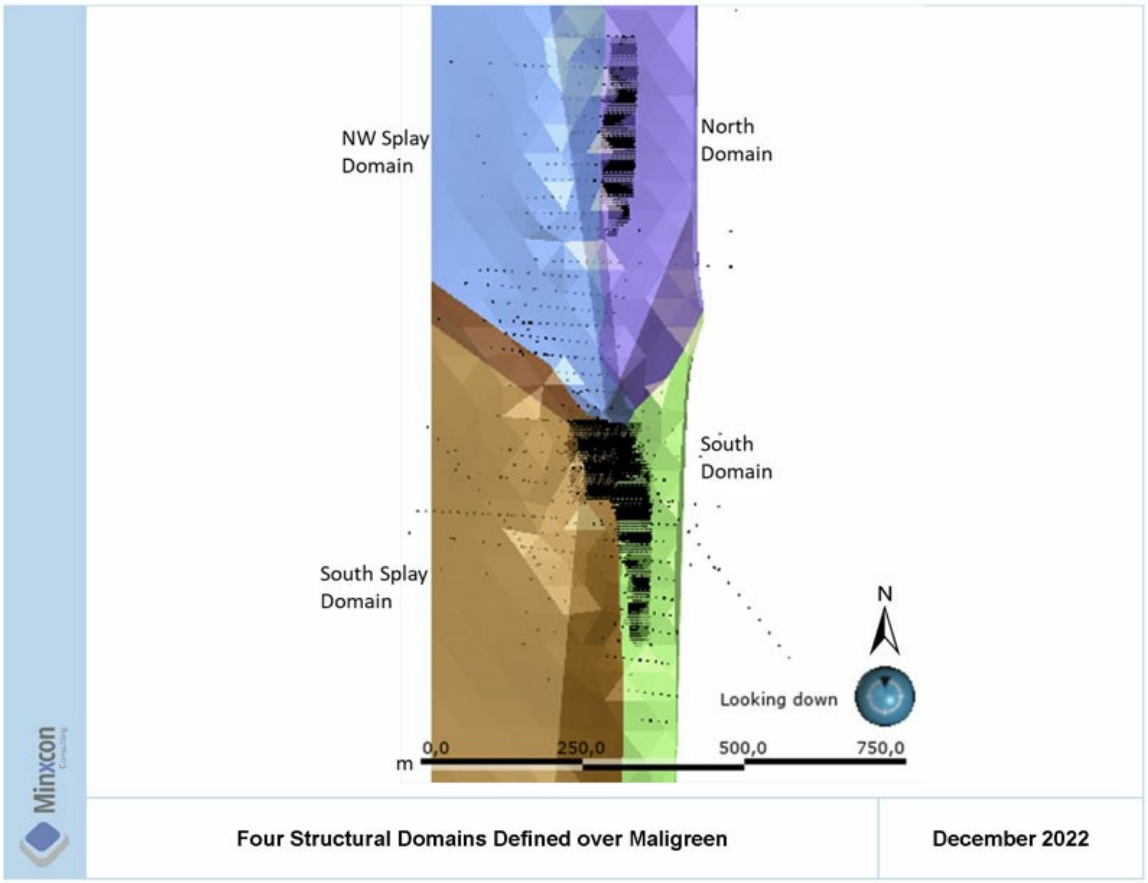
A structural model was defined to delineate separate structural domains and enable the separation of these zones for evaluation.

I. STRUCTURAL BOUNDARY CONSTRUCTION

The work done by Dirks (2001) considered primarily the southern area and southern pit, making use of mapping as well as stereonets to summarise the structure over Maligreen. Observation and trends seen in the data does seem to coincide well with the observation seen by Dirks (2001).

The major structures identified were digitised and utilised as a guide in the orientation of the orebody trends. In addition, major structures aligning with those observed by Dirks (2001) were utilised as structural domain boundaries enabling the division of the project area into four distinct domains that were characterised by the trend of mineralisation (Figure 6).

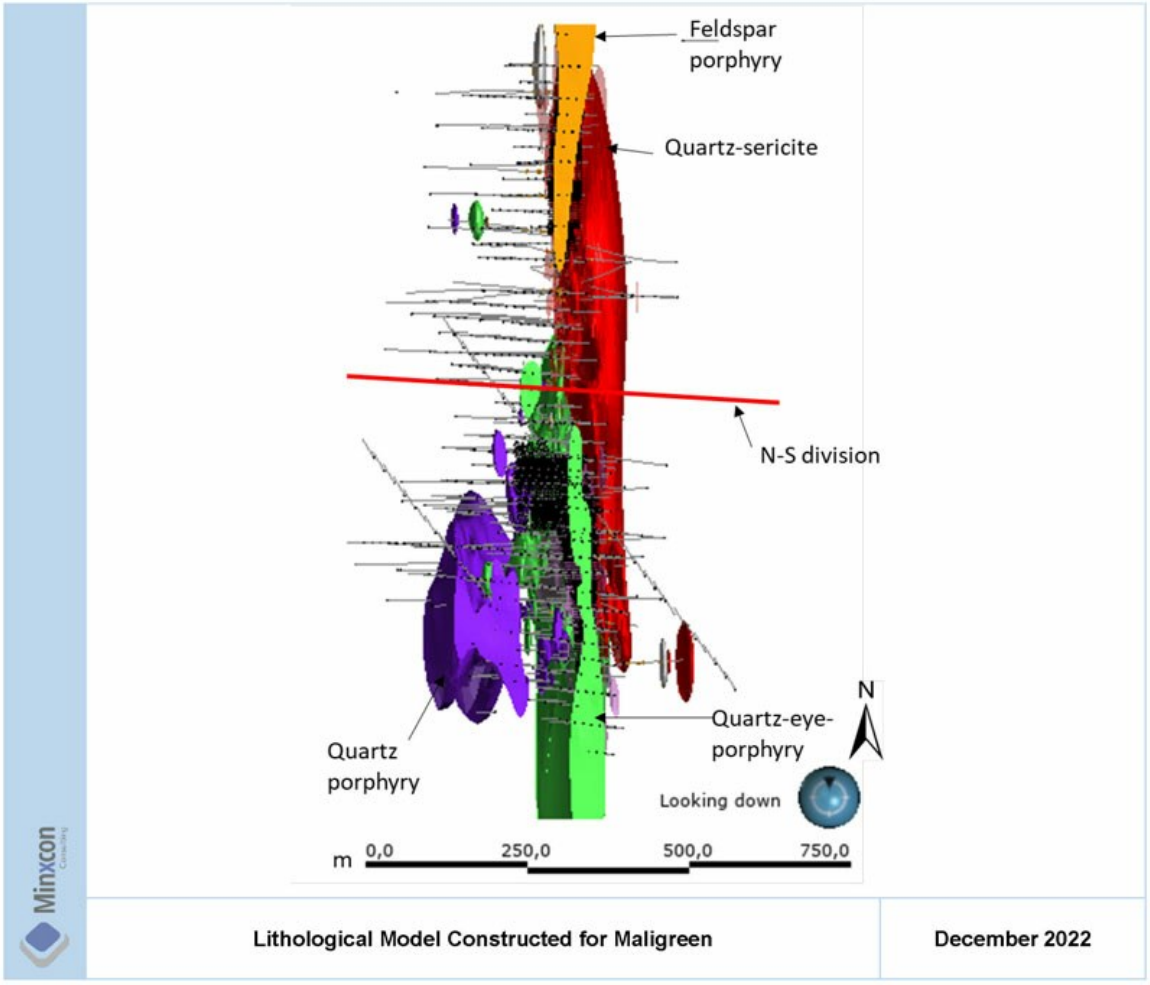
Figure 6: Four Structural Domains Defined over Maligreen



II. Lithological Model

A basic lithological model was constructed in Leapfrog Geo to assess what lithologies may host mineralisation and the association of these lithologies within the various structural domains. Previous authors have described the porphyry occurring to the southwest of the deposit as the primary heat source to channel mineralising fluids, with a quartz-sericite occurring along a north- south orientated shear zone as a pathway for these fluids. The primary lithologies as recorded in drillhole logs were utilised to construct a geological model (Figure 7).

Figure 7: Lithological Model Constructed for Maligreen

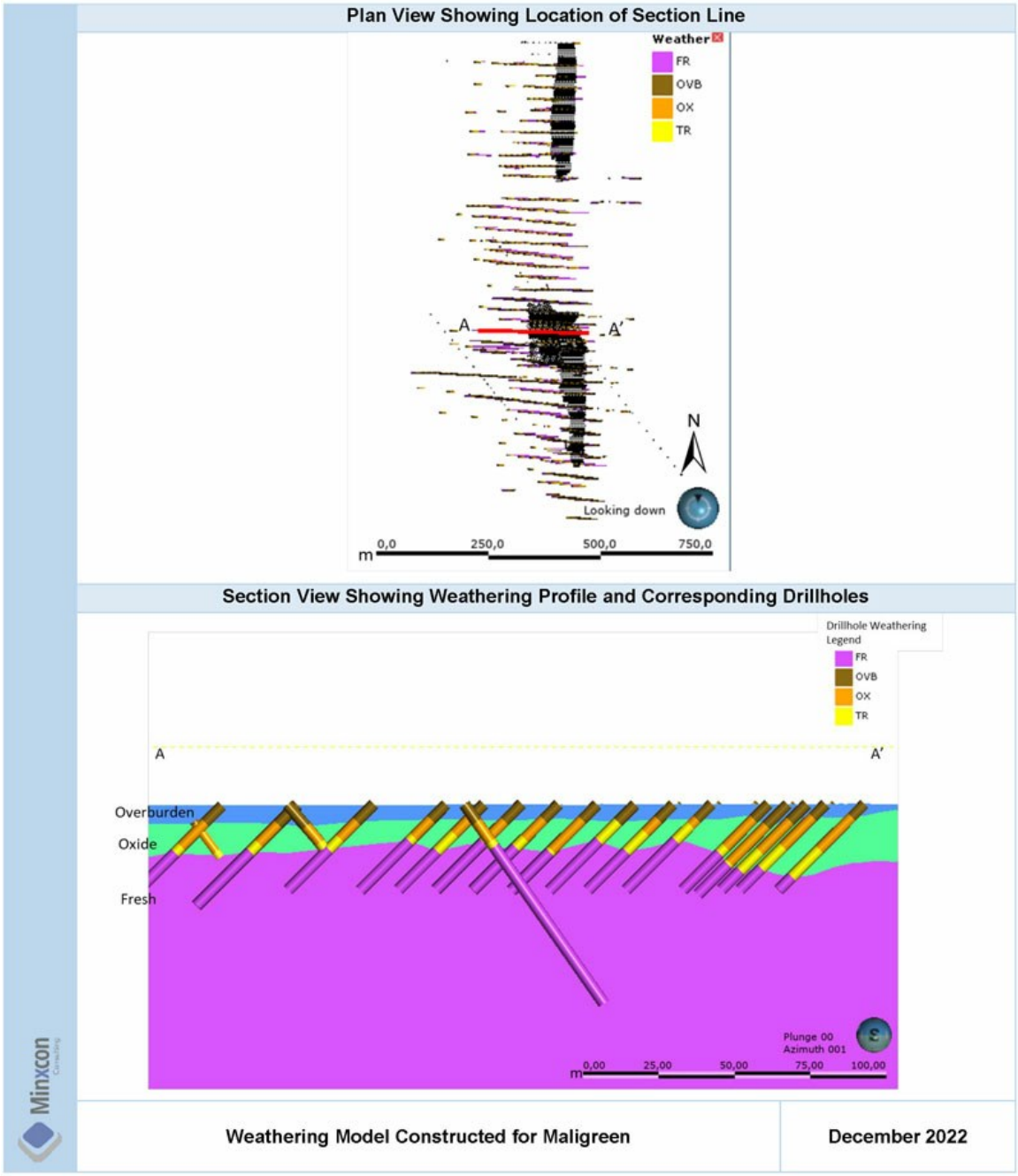


The Quartz-eye porphyry is the host of mineralisation in the south, and as the mineralisation thickens to the south, reduced mineralisation and grade is seen, this is also visual when modelled (Figure 7). To the north, the feldspar porphyry dykes are the main host to mineralisation. In the south, grade drops off as the mineralisation thickens. To the west, into the splay north and splay south domains, the primary host rocks are andesite, agglomerate, tuff, basalt and dolerite. For the north and south domains, mineralisation is also seen in multiple host rocks aside from the main porphyries.

III. Weathering Model

As part of the modelling, the data available for the weathering degree of the rock was utilised to establish a weathering profile (Figure 8). The Kalahari sand, and top of sulphide zone can be established by available information. A transitional zone may be possible between the oxide and sulphide zones; however, this is poorly defined and previous workers have combined the oxide and transitional data together. For Maligreen the oxide and transitional zones are combined. In addition, splitting up into oxide and transitional zones does decrease the samples available per domain for estimation, not allowing for the creation of variograms in some domains. The geological model generated for the weathering profile was utilised to populate the densities into the block model, as density measurements have been specified per weathering zone.

Figure 8: Weathering Model Constructed for Maligreen



IV. Mineralisation Halo Construction

Due to mineralisation not being hosted by individual lithologies, grade halos were utilised to model the mineralisation observed at Maligreen. An Indicator Interpolant Numeric Function in Leapfrog Geo was utilised to delineate the mineralisation at Maligreen. As observed with the lithological model, the four structural domains can be characterised by distinct host lithologies (Figure 9), as well as distinct orientations of mineralisation. The constructed grade halos can be seen in Figure 9.

Various setups and orientations were tested during the generation of the grade halos to get the result to best reflect the data. The structural orientations were guided by the work by Dirks (2001) as well as the trends that were obtained directly from the data, allowing the delineation of a north-trending north and south domain, as well as two northwest trending Splay domains (Figure 9). Sections through the Maligreen grade halos are shown in Figure 10.

Figure 9: Grade Halos per Domain (left) Compared to Lithological Model (Right) Constructed for Maligreen

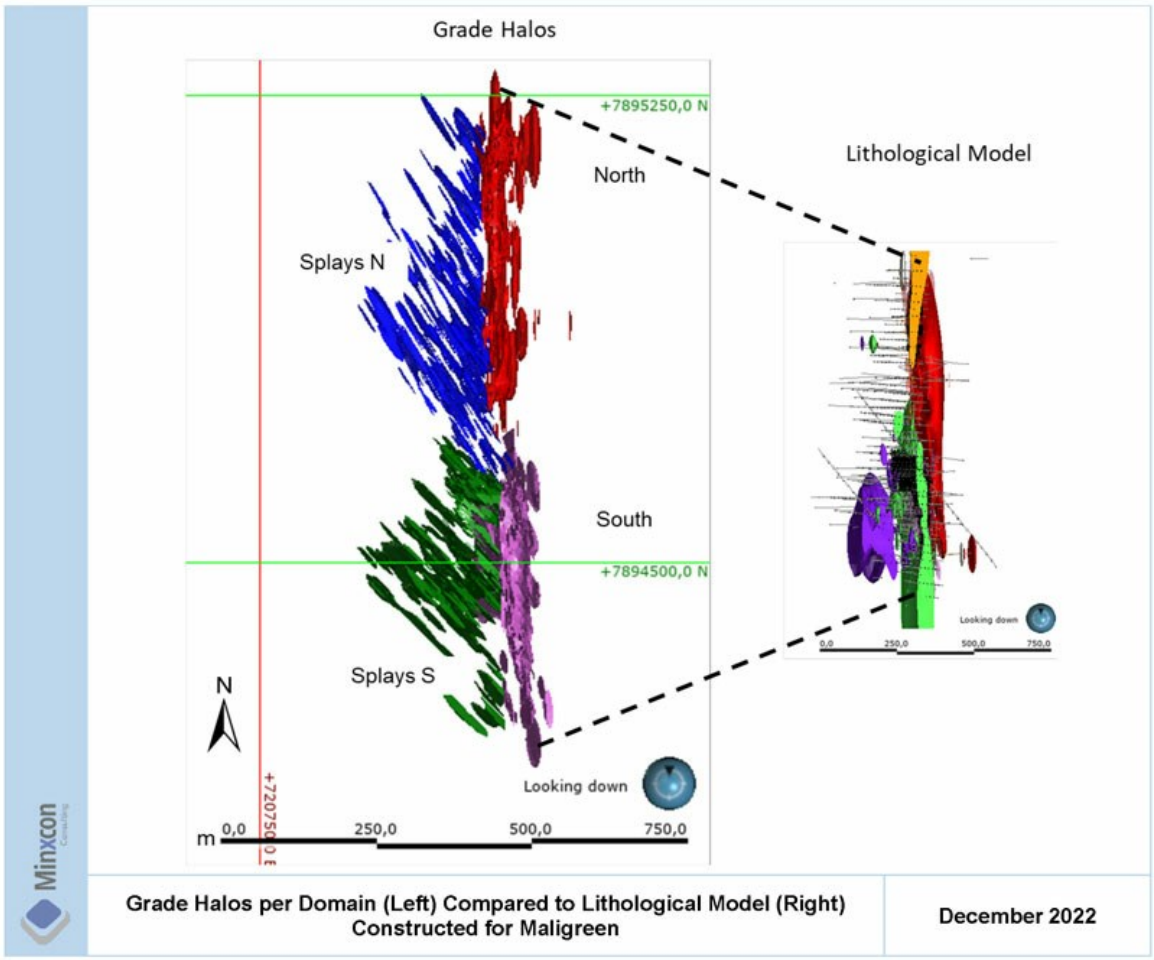
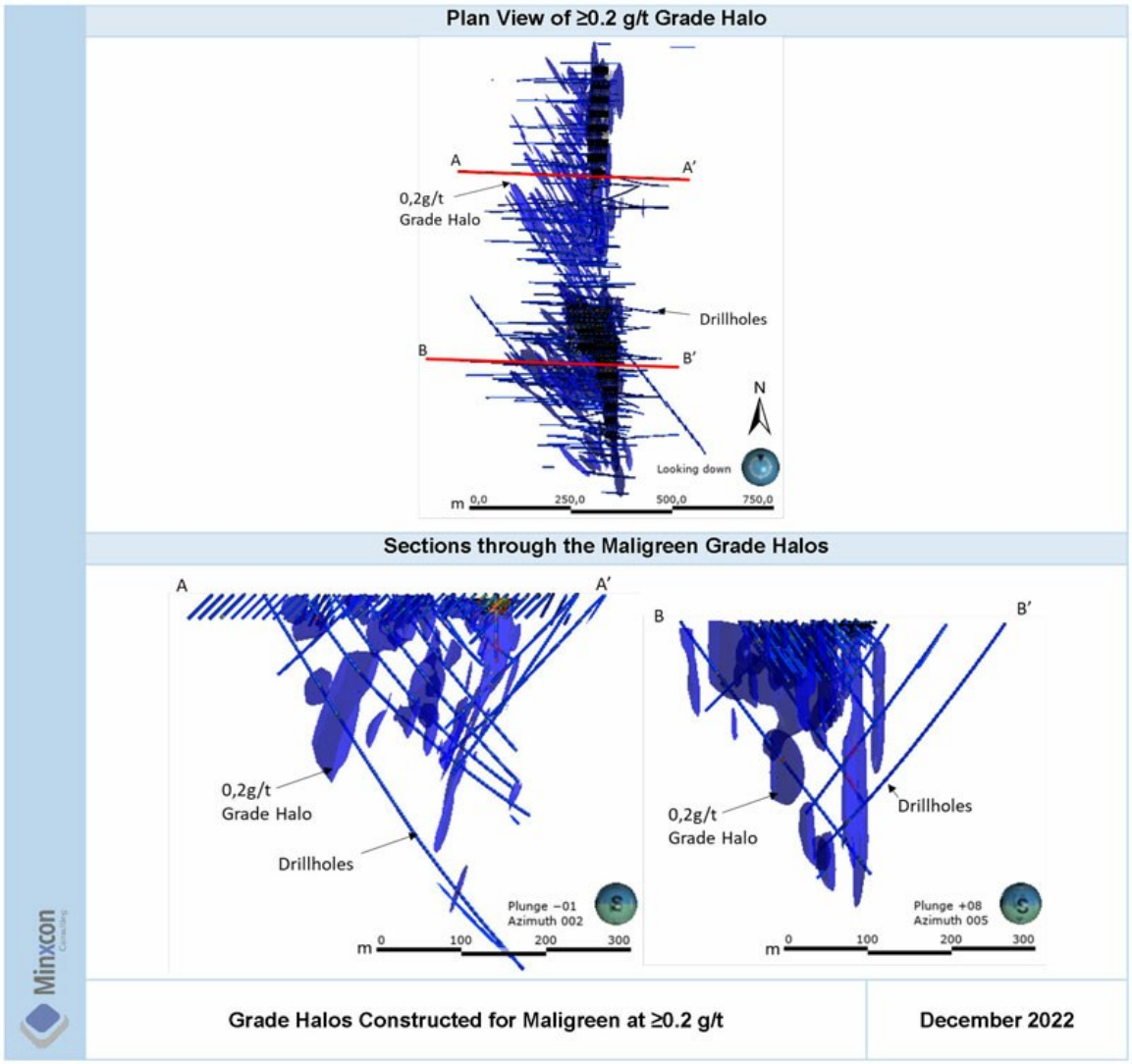


Figure 10: Grade Halos Constructed for Maligreen at ≥0.2 g/t



Previous versions of the geological model were available for comparison, during the construction of the grade halos, all other models were consulted to confirm trends and view change in interpretation. When viewing the previous versions, it was apparent that there were vast differences in interpretation between the different versions, particularly into the splay domains. The geological model and grade halos as reported in 2021 have not been modified and are current. The original 1998 model shows the closest correlation with the amount of mineralisation and grade that is seen by the 2021 grade halos, although it has been interpreted in 2021 that the splays are more continuous, in line with the directions seen in the work by Dirks (2004). In all images the 2021 (remains current as at 31 December 2022) geological model is shown semi-transparent for ease of comparison.

ITEM 7 – EXPLORATION

ITEM 7 (A) – NON-DRILLING WORK

I. PROCEDURES AND PARAMETERS

Regional Surveys

Regional aeromagnetic and ground geophysics surveys were conducted prior to discovery of the target.

Geodass (Pty) Ltd of South Africa flew a helicopter-borne survey over the sand-covered areas at a line spacing of 150 m and a mean flight height of 80 m. The first derivative maps of the Canadian International Development Agency ("CIDA") and Geodass survey were linked together to enable regional interpretation. The geological data derived from the detailed aeromagnetic surveys became the basis for ground exploration.

Ground magnetics was utilised to identify aeromagnetic anomalies on the ground. The horizontal loop electromagnetic ("HLEM") and induced polarisation ("IP") methods were utilised on selected areas in search of massive and disseminated sulphides. During this programme, several drilling targets were generated.

Surveys Leading to Discovery

More localised ground magnetic, electromagnetic and IP surveys were undertaken the led to the discovery of the Maligreen target.

Total field magnetic readings were recorded on a 50 m x 12.5 m grid to map out geology and structures. This was also used to locate aeromagnetic anomalies on the ground (Reunion, 1998).

The horizontal Loop Electromagnetic survey was carried out at a line spacing of 100 m and readings at 25 m interval. Two frequencies of 444 Hz and 1,777 Hz readings were recorded with an Apex MaxMin II instrument at 150 m coil separation. Numerous weak conductors trending north and northeast were identified as shear zones.

A 7.5 kW IPC7 Scintrex Transmitter and an IPR10A receiver were utilised to survey lines at 100 m intervals for the IP survey. A pole-dipole array was utilised at a dipole spacing of 50 m, n = 1 to 4. A long formational, high apparent chargeability zone was defined trending east – west, south of Maligreen gold soil anomalies. The anomaly splays onto the south zone of the Maligreen deposit.

Surveys Post-Discovery

Once the Maligreen target was identified, targeted ground magnetic, electromagnetic and surveys were undertaken.

Total ground magnetic field readings were recorded over the entire 8 km long grid, at 5 m intervals on lines 25 m apart over lines 0 to 1400N and at 5 m line intervals elsewhere. A base station method was used to correct for diurnal variation. The most intense magnetic anomalies in the north zone are due to magnetite rich basalts. Lying just west of the south zone (L275N) is an east-west orientated weaker magnetic anomaly due to a porphyritic andesite (Quartz Porphyry), (Mtetwa, 2007).

Geophysics GPR (Pvt) Ltd undertook the electromagnetic HLEM surveys and coverage is over 2.4 km of the base line (line 0 to 2400N) and extends 400 m west and 300 m east of the base line. A Max-Min II HLEM unit was used at a 150 m coil separation and readings were recorded at frequencies of 444 Hz and 1777 Hz at 12.5 m station intervals.

IP surveys were carried out at a line spacing of 50 m over the Maligreen deposit and 100 m over the rest of the grid. A 25 m pole-dipole array was used for n=1 to 6. The IP response is generally weak to moderate and follows the known mineralisation as well as the main zone. Resistivity highs coincide with the quartz sericite zone and the quartz-eye-porphyries intersected in the drillholes.

II. Sampling Methods and Sample Quality

Exposed areas were explored by systematic -20 mesh bottle roll soil gold geochemistry on a grid of 400 m x 50 m. Additional zinc and copper assays were carried out on selected areas.

Regional Spiral Concentrate

A large 40 kg to 50 kg soil samples which were collected on a grid of 400 m x 50 m g were panned and spiral concentrated. Fire assay followed by atomic absorption spectrometric reading was carried out on the residual heavy minerals to enhance gold anomalies in sand cover areas.

Soil Geochemistry – Leading to Discovery

A bottle roll gold in soil sampling survey was carried out on a grid of 100 m x 25 m over the spiral concentrate anomaly. Three distinct anomalies emerged, representing the Maligreen deposit, Mkhomo (east of Maligreen deposit) and Khozi targets (southeast of Maligreen deposit). Khozi is the most intense anomaly, followed by Mkhomo, then Maligreen. Maligreen deposit is the weakest due to thicker Kalahari sand cover.

Pitting – Leading to Discovery

Pitting was carried out to verify selected geophysics and gold in soil anomalies. The best assay was 2.64 g/t Au in altered and gossanous quartz-eye-porphyry at the bottom of a pit. This is located about 150 m south and on strike with the Maligreen main zone.

Trenching – Post Discovery

Four trenches were dug using a mechanised digger. These trenches were dug to establish the orientation of the mineralisation and investigate the underlying geology. Gossanous zones were exposed in these trenches; however, trenching was abandoned due to sandy walls starting to collapse.

Pitting – Post Discovery

Initially, limited pitting was carried out to investigate geology and mineralisation and later for geochemical research and bulk oxide sampling. The pit was dug to a depth of 14.5 m deep in the south and 8 m deep in the north to investigate, collect and test the oxide orebodies.

High Sensitivity Soil Geochemistry – Post Discovery

A “high sensitivity” soil sampling technique was developed by Reunion specifically to test for gold mineralisation beneath Karoo/Kalahari sediments. The technique involves deflation layer sampling and sieving to -53 micron, followed by gold extraction by aqua regia digestion. The gold is concentrated by Di-Isobutyl-Ketone (“DIBK”) and analysed by graphite furnace to ppb level. Sampling was done at 100 m by 25 m centres. The soil anomaly closely defines the Maligreen main gold mineralisation, peaking at 1,300 ppb. The anomalous “high sensitivity” gold geochemistry trend stretches for 3.3 km, with several parallels and cross cutting trends. The gold anomaly amplitude fades to the north due to increasing overburden thickness and probable leaching of gold in the weathered horizon. Trial profile soil sampling at 10 m interval, to resolve individual gold zones within the broader grid anomalies, has limited success in optimising the drilling (Reunion, 1998).

Pit Floor Sampling

Below is an extract from Pit Floor Sampling Procedure followed during Pit Sampling:-

- *A base line is established in the area by the survey department. The line is orientated northwest – southeast direction, which is parallel to the strike of the orebodies. The rip lines are perpendicular to the base line and are fixed on the Universal Transverse Mercator ("UTM") coordinate system.*
- *The rip lines are spaced 5 m apart across the strike of the orebody.*
- *Sample spacing along each rip line is 1 m. Each sample is a 1 m long channel.*
- *The rip lines are now accurately marked on the floor of the pit with paint or lime.*
- *The line is cleaned of all rubble and rubbish leaving uncontaminated in-situ weathered bedrock in a long zone about 30 to 40 centimetres wide.*
- *The samples are marked accurately at 1 metre intervals in preparation for channel sampling.*
- *New sample bags are appropriately labelled and placed on the corresponding channel ready to receive the sample. A sample ticket is also placed in the bag in case the markings are rubbed off the outside of the bag.*
- *The actual channel sampling is carried out using a hammer, chisel and catch pan. A channel cut 5 cm wide and 2 cm to 3 cm deep will be representative and generate about 2 kg to 3 kg of sample. All sampling equipment is cleaned between each sample.*
- *The channels in the oxide zones are no longer dug by an excavator. All rip line sampling is carried as above.*

III. Sample Data

Data pertaining to soil geochemistry was not available at the time of reporting.

IV. Results and Interpretation of Exploration Information

Geochemical Research – Post Discovery

After a successful application of the "high sensitivity" soil geochemistry, Dr Charles Okujeni (then of the University of Zimbabwe, Geology Department) was contracted to research the nature and causes of anomalous concentrations of gold in soil anomalies over the Karoo and Kalahari sediments covering Maligreen and surrounding areas. The area of study was about 11 km x 10 km and covers Maligreen deposit. Soil and pit profile, percussion drill chip and diamond drill core were logged and analysed, thereafter it was concluded that Anomalous gold in the Kalahari sands was introduced by the laterisation of the Karoo sandstone enriched with gold in the ferruginised zone followed by degradation and homogenisation of this old lateritic surface with the Kalahari sand deposited later. The gold is associated with Fe-Mn oxides and hydroxides and secondly, the gold is enriched in the "stone line" near surface and can be sampled by drilling shallow holes into it. The -32-micron fraction (compared -63 micron) enhances gold anomalies due to the removal of coarse Aeolian quartz (Mtetwa, 2007).

ITEM 7 (B) – DRILLING

I. TYPE AND EXTENT OF DRILLING

Between 1995 and 1998, three types of drilling were undertaken on behalf of Reunion at Maligreen, namely percussion, RC and diamond drilling.

Percussion drilling was conducted in two phases. In August 1995, the initial percussion drilling phase was undertaken by Drillwell (Pvt) Ltd. A total of 369 drillholes totalling 15,385 m were drilled during the initial phase. These drillholes were drilled at an inclination of -45º to a depth of between 40 m and 50 m.

An additional 231 percussion drillholes totalling 17,299 m were drilled during phase 2 percussion drilling. Drilling was undertaken by Resource Drilling (Pty) Ltd. The percussion drillholes were drilled with a 6.5-inch hammer to a depth of approximately 24 m and then reduced to 4.5-inch hammer thereafter till the end of drillhole. During this phase, R.A. Longstaff (Pty) Ltd drilled seven RC drillholes totalling 815 m. The RC drillholes were drilled to a depth between 110 m and 175 m towards the 104.5º magnetic bearing. An attempt to drill RC drillholes to a depth of 200 m was unsuccessful and three RC drillholes were utilised to pre-collar diamond drillholes, but this was abandoned due to expensive delays in setting up a diamond drill rig over the RC drillhole. Details pertaining to the diameter of the RC drillholes was not available at the time of reporting. A total a total 607 percussion and RC drillholes totalling 33,499 m were drilled between 1 August 1995 and 21 November 1997.

Diamond drilling at Maligreen Project were conducted in three phases. The first diamond drilling phase was drilled by R.A. Longstaff (Pty) Ltd. A total of 23 drillholes totalling 3,851.83 m were drilled during the first phase of diamond drilling. R.A. Longstaff (Pty) Ltd drilled conventional TBW core size (42 mm), using Sullivan 22HW drill rig. All drillholes were drilled towards the west at -45º dip.

During phase 2 diamond drilling, a total of 57 diamond drillholes totalling 18,076.92 m and two deflections totalling 119.60 m were drilled using BQ core size diameter (36.4 mm). Additional three diamond drillholes totalling 237.06 m were drilled during this phase and this drillholes were collared with HQ core size (63.5 mm) and the NQ core size (47.6 mm) to the end of drillhole.

A total of 18 diamond drillholes totalling 5,119.52 m and one deflection totalling 48.62 m were drilled using BQ core size diameter during phase 3 diamond drilling. Additional six diamond drillholes totalling 410.31 m were drilled and these drillholes were collared with HQ core size and then NQ core size to the end of drillhole. Six more drillholes totalling 1,230 m were drilled and these drillholes were drilled with NQ3 (45 mm) and NQ core size diameter (five drillholes). A grand total of 113 diamond drillholes totalling 28,925.64 m and three deflections totalling 168.22 m were drilled between 1 October 1995 and 10 February 1998. Phase 2 and phase 3 diamond drillholes were drilled by Geosearch (Pty) Ltd (“Geosearch”).

Between 21 and 30 March 2001, Drillwell Partnership was commissioned by Pan African to undertake RC drilling programme at Maligreen Project. During this period, a total of 19 RC drillholes totalling 558 m were drilled. The depth of the drillholes varied from 20 m to 36 m. All drillholes were angled from -45º to -90º and drilled on an azimuth of either 90º or 270º.

The second RC drilling phase commenced on the 22 May 2001 and was completed on the 30 May 2001. During this period, a total of 16 RC drillholes totalling 480 m, averaging 30 m each were drilled. During this phase, all drillholes were drilled by Drillwell Partnership. Details pertaining to the RC diameter was not available at the time of reporting. Table 1 presents a summary table of all the drilling campaigns at Maligreen Project.

Table 1: Summary of Drilling Campaigns at Maligreen Project

Type	Phase	Year	Contractor	Core Size	No. of Drillholes	Metres Drilled	No. of Deflections	Metres Drilled
						m		m
Percussion	1	1995 - 1997	Drill Well	-	369	15,385.00	-	-
Percussion	2	1995 - 1997	Source	-	231	17,299.00	-	-
RC	2	1995 - 1997	RA Longstaff	-	7	815.00	-	-
Diamond	1	1995 - 1998	RA Longstaff	TBW	23	3,851.83	-	-
Diamond	2	1995 - 1998	Geosearch	BQ	57	18,076.92	2	119.60
Diamond	2	1995 - 1998	Geosearch	HQ, NQ	3	237.06	-	-
Diamond	3	1995 - 1998	Geosearch	BQ	18	5,119.52	1	48.62
Diamond	3	1995 - 1998	Geosearch	HQ,NQ	6	410.31	-	-
Diamond	3	1995 - 1998	Geosearch	NQ3, NQ	6	1,230.00	-	-
RC	1	2001	Drillwell Partnership	-	19	558.00	-	-
RC	2	2001	Drillwell Partnership	-	16	480.00	-	-
Total Percussion Drillholes					**600**	**32,684.00**	**-**	**-**
Total RC Drillholes					**42**	**1,853.00**	**-**	**-**
Total Diamond Drillholes					**113**	**28,925.64**	**-**	**-**
Total Drillholes					**755**	**63,462.64**	**3**	**168.22**

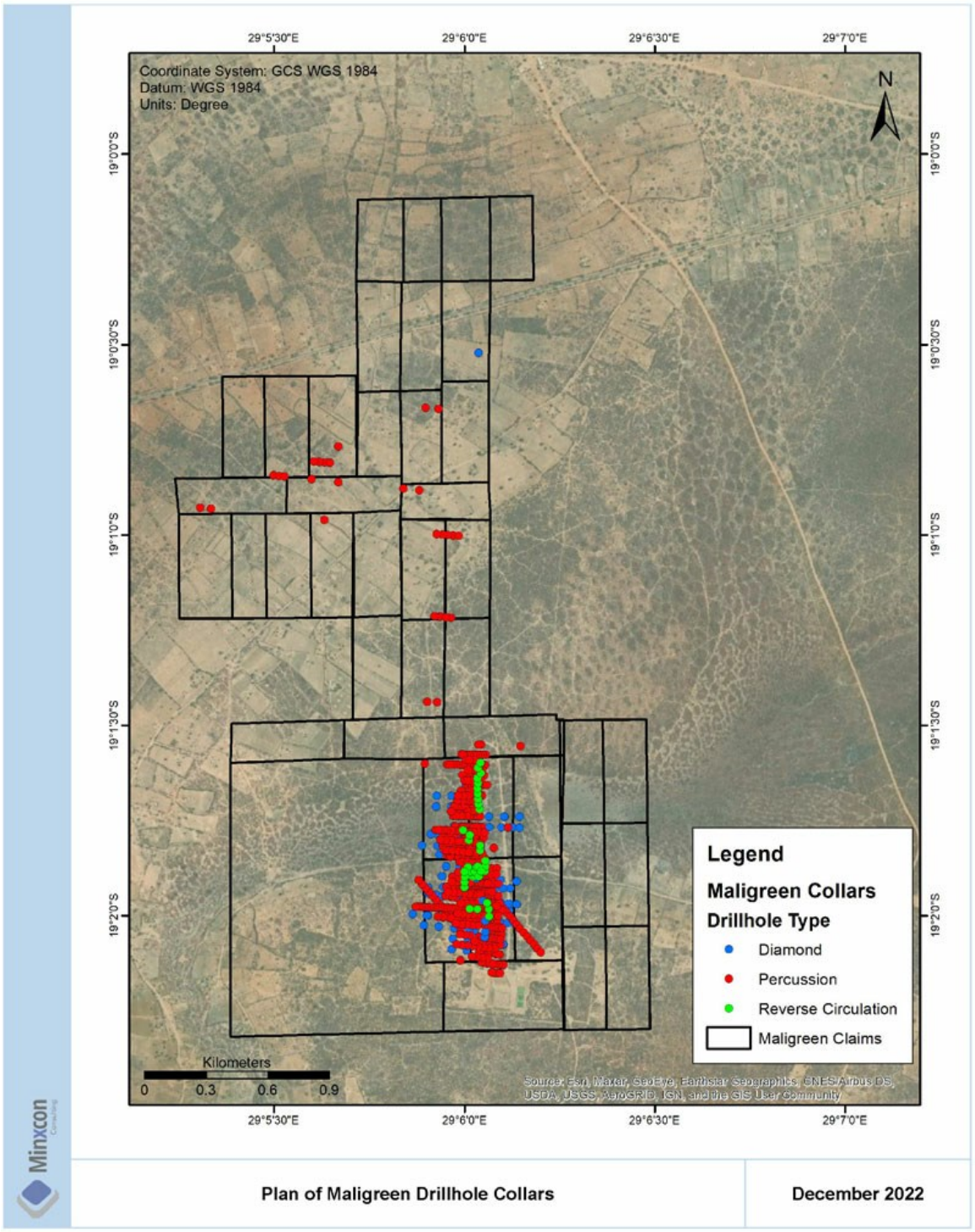
Between 1995 and 1998 drilling, drillhole collars were survey by qualified contractor, Advanced Positioning Systems using a differential global positioning system. The accuracy of the differential GPS is within 5 cm. RC drillholes drilled in 2001 were surveyed, however details pertaining to the collar survey instrument was not available at the time of reporting.

R.A. Longstaff (Pty) Ltd surveyed diamond drillhole MG1 to MG25 (excluding MG23) on completion and at 50 m interval using acid bottle. Geosearch also downhole surveyed their drillhole on completion at 50 m interval using a Sperry-Sun instrument. However, due to severe deflections in some drillholes, it was decided to survey the drillholes as they were being drilled.

BPB Wireline Services Ltd was commissioned to undertake downhole survey on selected drillholes. BPB Wireline Services Ltd utilised a “verticality” in conjunction with a “dipmeter” probe to survey the trace of drillholes. The verticality measures the orientation of the drillholes and the dipmeter measures the orientation of the plane (foliation and shears) within the hole. A total of 27 percussion drillholes within the main mineralised zones were selected for survey. All RC drillholes were surveyed as they were long and deflected significantly. Most of the percussion drillholes were drilled to an average depth of 40 m and were quite straight, so only few drillholes were selected for survey. All diamond drillholes were resurveyed by BPB Wireline Services Ltd, except for those that were found to be blocked. These surveys were more accurate since the readings were taken at 10 cm interval (Reunion, 1998).

A plan view of the drilling distribution by drilling type is provided in Figure 11.

Figure 11: Plan of Maligreen Drillhole Collars



II. Factors Influencing the Accuracy of Results

Owing to unavailability of the drillhole recovery data, Minxcon could not assess the drillhole recoveries. Beside drillhole recoveries and quality assurance and quality control ("QAQC") data, Minxcon is not aware of any drilling or sampling factors that could materially impact the accuracy and reliability of the exploration results with respect to percussion, RC and diamond drilling. In 2021, Minxcon downgraded the Mineral Resource classification to Inferred due to the lack of QAQC data and the historical nature of the data. On recommendation by Minxcon, Caledonia re-sampled and re-assayed the historical core that was discovered in a core yard. This confirmatory exercise, in early 2022, has allowed for the upgrade of the Mineral Resource to Measured and Indicated in this Mineral Resource update. During this exercise it was evident that the core was in good condition and the core recovery also appears good.

III. EXPLORATION PROPERTIES – DRILL HOLE DETAILS

This section is not applicable to the Maligreen Project as it is an advanced exploration property with extensive drilling data within the limits of the project area (755 drillholes) to declare the Mineral Resource estimation. Table 1 summaries the number of percussion, RC and diamond drillholes that were drilled within the limits of the Maligreen Project. Table 1 also presents the number and type of the drillholes drilled per company as well as the year in which the respective drilling metres were drilled.

ITEM 7 (C) – HYDROGEOLOGY

No hydrogeological investigations have been undertaken for the subject property.

ITEM 7 (D) – GEOTECHNICAL

No geotechnical investigations have been undertaken for the subject property.

ITEM 8 – SAMPLE PREPARATION, ANALYSES AND SECURITY

The sampling information has been sourced from the Reunion Mining report (1998) and pertains to the Reunion Mining period.

ITEM 8 (A) – SAMPLE HANDLING PRIOR TO DISPATCH

I. 1995 – 1998 PERCUSSION, RC AND DIAMOND DRILLING

RC samples were collected at 1 m interval through a cyclone into a 280 mm by 480 mm, 100-micron thick polyweave bags. The chip samples from each drilled 1 m interval were thoroughly mixed by hand. A riffle splitter or cone and quartering was used to split the samples into three 2 kg, and another portion of the mixed samples was washed, and handful placed in a compartmentalised wooden box on a metre basis for logging purpose. On the completion of the hole, one of the three 2 kg sample collected from each metre drilled was dispatched to a laboratory for analysis and the rest was stored for future reference. A geologist logged the washed chips for overburden thickness, depth of weathering, alteration, lithology, and mineralisation. The chips were stored in their compartmentalised wooden boxes for future reference. The project geologist would then re-examine the chips to verify the logging and to digitise the geology for the Surpac database.

During diamond drilling, drill core was logged as it was drilled. Diamond drill core logging included overburden thickness, depth of weathering, lithology, lineation, contacts, degree of shearing, alteration, and mineralisation. Geotechnical logging was also carried out on selected drillholes. Geotechnical logging included RQD, fracture analysis, matrix type, weathering, hardness, joint fracture condition, in-filling type, and joint wall alteration. Mineralised or altered drill core was cut in half using a diamond saw. During the initial diamond drilling phase, sampling intervals were up to 1 m and reflected the style of mineralisation as well as the lithological boundaries. During the second phase, sample intervals were standardised to 1 m interval without crossing lithological boundaries. The samples were placed in a sample plastic bag with a unique sample number for each sample and the dispatched to the laboratory for analysis. Field duplicates were taken every sixth sample by quartering the sample. On completion of the drillhole, the project geologist would then re-examine the core to check the geological logging and to capture the geology in the Surpac database.

II. 2001 RC DRILLING PROGRAMME

Samples were collected every 1 m from a cyclone down the drillhole. At the end of each metre, the drillhole was quickly blown out before the next sample was drilled, this was done to minimise sample contamination from one sample to the other. The samples were collected in 50 kg poly-sacs through a cyclone. Approximately 15 kg to 30 kg of sample was achieved from each metre drilled depending on the dryness and rock type encountered. More sample weight was recovered in fresh sulphide ore. Each one metre sample was riffle split in the field to approximately a quarter to an eighth of the original volume of the sample. Sample was then packed into a plastic bag and then sent to laboratory. A portion of the sample was washed in water using a flour strainer and examined with a geological hand lens (10x loupe). The RC chip logging included rock type, alteration, structure, and mineralisation.

ITEM 8 (B) – SAMPLE PREPARATION AND ANALYSIS PROCEDURES

Drilling at Maligreen Project was conducted in four phases or campaigns and during the first three campaigns (1995 – 1998 Percussion, RC and diamond Drilling by Reunion), samples were analysed for gold by fire assay with atomic absorption spectrometer at the primary SGS Zimlab (Pty) Ltd ("SGS"). SGS's accreditation status is unknown. SGS is located at Unit 4 Steven Drive, Msasa, Harare, Zimbabwe. Mintek Analytical Services Division ("Mintek") and Gencor Process Research (then trading as Billiton Process Research) laboratories in Johannesburg, South Africa were utilised to check the SGS assay results. Gencor Process Research's accreditation status is unknown. Mintek is located at 200 Malibongwe Drive, Randburg, South Africa. Mintek is South African National Accreditation System ("SANAS") accredited testing laboratory (facility accreditation number: T0042), and the laboratory operates a quality system according to the ISO/IEC 17025:2017.

Sample preparation at SGS laboratory was as follows:-

- The entire sample received was dried and crushed in a jaw crusher to 6 mm.
- 500 g of the above crush was split out and pulverised to -75 µm in a C1000 labtechnics homogenising mill.
- 30 g of pulverised material was mixed with appropriate flux containing litharge, soda ash, borax and a reducing agent (usually flour). Silver is added as a co-collector.
- The fluxed sample was fused at 1,050º C for approximately 45 minutes, until the melt was still, and then poured into conical steel moulds.
- The elemental lead containing the precious metal cools at the bottom of the mould, while other constituents form a boro-silicate glass or slag, which may be easily removed after cooling.
- The lead "button" is cleaned of remains of slag and placed in a cupellation muffle at 950º C where lead is absorbed into a cupel, leaving a silver/gold prill or doré.
- At SGS Zimlab, this prill is digested with Aqua Regia (3:1 HCL/HNO3) and gold in the solution determined by atomic absorption spectrometry (Reunion, 1998).

The +6 mm coarse crushed and pulverised diamond drill core samples from significant intersection returned from SGS as well as additional quartered core from the remaining half core were dispatched to Glencore Process Research. A total of 315 core samples were dispatched to Glencore Process Research for metallurgical test works, however prior to the metallurgical test work, all samples were fire assayed for gold.

Sample preparation at Glencore Process Research was as follows:-

- On arrival to the laboratory, samples were emptied into metal pans and dried overnight at 105ºC (at 50ºC if sulphur analyses were required)
- Samples were milled in LM-2 mills (made by Labtechnics, Australia) to nominal -75-micron fraction.
- Sample was spread, matted and a 50 g dip sample removed for fire assay with a gravimetric finish. 10% duplicates as well as standard material (as checks) were incorporated.
- The sample was mixed in a handheld mixer, placed in a No. 4 crucible with 205 g flux, adjusted for matrix, and 0.2 mg silver added as a carrier and fused for 40 minutes at a temperature of 1,050ºC.
- The fluid fusion was poured into an iron mould, cooled, inverted and the lead button (approximately 50 g – 60 g) was removed and cleaned by hammering. The lead button was placed in a pre-armed cupel (made from magnesite) in a muffle set at 960ºC - 980ºC.
- After cupellation, the prill remaining was flattened, and the silver removed by HNO3 leaching in a porcelain crucible.
- After decantation of the leach solution, the remainder of the prill consisting of gold only was dried, annealed and weighed
- The mass recovered was reconciled with the original mass and reported as g/t Au (Reunion, 1998).

During the 2001 RC drilling campaign, samples were collected and dispatched to non-accredited Pan African Laboratory located in Kwekwe. At Pan African Laboratory, the samples are dried before being pulverised in an old disc pulveriser. To obtain a maximum benefit of the digestion, pulverised sample should be 90% passing -75µm, but a sieve analysis of selected samples showed that material from Kwekwe sample preparation seldom reach 90% and could be as bad as 34% passing -75µm. A 20 g subsample of pulverised sample was the split off and dissolved in an aqua regia followed by atomic absorption spectrophotometry (“AAS”) aspiration. A total of 122 duplicate samples were assayed at non-accredited Antech Laboratory (during the time of drilling) over the two drilling programmes (Mawson, 2001). Antech Laboratory is located at 6 KM PEG, Mvuma Road, Kwekwe, Zimbabwe. Antech Laboratory is a Southern African Development Community Cooperation in Accreditation (“SADCA”) accredited testing laboratory (facility accreditation number TEST-5 0030), and the laboratory operates a quality system according to the ISO/IEC 17025:2017. Note that Antech laboratory’s original date of accreditation is 1 December 2017.

ITEM 8 (C) – QUALITY ASSURANCE AND QUALITY CONTROL

I. 1995 – 1998 QAQC PROGRAMME

Limited data is available pertaining to the QAQC undertaken during 1995–1998 and 2001 drilling programmes.

A total of 47,790 percussion, RC and diamond drillhole samples including checks, controls and repeats were assayed. The QAQC protocol which was implemented during 1995 – 1998 drilling programme was that, routinely, one in 25 percussion samples and one in every six diamond drill core samples were duplicate samples. The core duplicates were produced by means of quartering the drill core. The duplicate samples were given a separate ticket number and submitted for assay to SGS. The duplicate repeats are known as RMZ1. RMZ2 were the laboratory repeats on the RMZ1 samples.

A total of 2,382 chip and core duplicate samples were analysed for gold at SGS laboratory. The results of the initial duplicate repeats show poor correlation with correlation coefficient (“R”) of 0.7301. The average original gold assay was 10% higher than the average repeat gold assay. The results of the second duplicate repeats (475 samples) showed average correlation with correlation coefficient of 0.7763. The average original gold assay was 8% higher than the average second repeat gold assay.

The following are additional applicable procedures and results of the 1995-1998 QAQC programme:-

- Four control/standard samples were locally prepared from compositing of percussion samples from various mineralised drillhole, usually several hundred kilograms. The whole sample was mixed thoroughly in drums, placed on a concrete surface, and then mixed again by hand. 20, approximately 2 kg, representative samples were collected and dispatched for fire assay with AA finish, to determine the average grade of the control sample. Once the assay value of the control sample was known, it was then given a number and could then be used. Five control samples (CMG1 – CMG4) and fifth one known as “control” were utilised during the sampling. The “control” sample was a composite of CMG1 to CMG4 controls (Reunion, 1998).
- The control samples were place one in every 35 percussion samples and no control samples were inserted in the diamond core samples. The control samples were bagged and ticketed and submitted to SGS Zimlab along with the percussion drill sample.
- The standard value and the standard deviation of the control samples was not available at the time of reporting.
- A total of 93 CMG1 standard samples were analysed for gold at SGS laboratory. The results of the initial standard repeats show average correlation with correlation coefficient of 0.7101. The average original CMG1 gold assay was 2% higher than the average initial CMG1 repeat gold assay.
- There was no correlation between the original CMG1 and second CMG1 repeat assay (R = 0.1166). The average original CMG1 gold assay was 15% higher than the average second CMG1 repeat gold assay.
- A total of 33 CMG2 standard samples were analysed for gold at SGS laboratory. The results of the initial standard repeats show average correlation with correlation coefficient of 0.8391. The average original CMG2 gold assay was 22% lower than the average initial CMG2 repeat gold assay.
- The average original CMG2 gold assay was 82% lower than the average second CMG2 repeat gold assay.
- A total of 16 CMG3 standard samples were analysed for gold at SGS laboratory. The results of the initial standard repeats show average correlation with correlation coefficient of 0.8600. The average original CMG3 gold assay was 7% higher than the average initial CMG3 repeat gold assay.
- The results of the initial CMG4 standard repeats shows average correlation with correlation coefficient of 0.8081. The average original CMG4 gold assay was 2% lower than the average initial CMG4 repeat gold assay.
- There was no correlation between the original CMG4 and second CMG4 repeat assay (R = 0.3831). The average original CMG4 gold assay was 4% lower than the average second CMG4 repeat gold assay.
- The results of the initial control standard repeat show good correlation with R of 0.9506. The average original control gold assay was 9% higher than the average initial control repeat gold assay. There was no correlation between the original control and second control repeat assay (R = 0.4621). The average original control gold assay was 24% higher than the average second control repeat gold assay.
- Laboratory repeats were done at SGS when the laboratory was not satisfied with an assay value, especially anomalous assay value > 0.5 g/t two assay repeats were done to obtain a satisfactory assay result.
- The results of the initial sample repeats show reasonable correlation with R of 0.9082. The average original gold assay was 3% higher than the average initial sample repeat gold assay. A total of 5,877 samples were repeated.
- A total of 1,247 samples were re-assayed for the second time. The results of the second sample repeat show average correlation with correlation coefficient of 0.8258. The average original sample gold assay was 11% higher than the average second sample repeat gold assay.
- A total of 38 significant gold intersections were submitted to Mintek for check assay. Of these 38 samples, five samples were RC chips, and 38 samples were diamond drill core samples. However, data pertaining to the umpire samples submitted to Mintek were not available at the time of reporting, hence the QP could not generate the umpire QAQC graph for Mintek.
- The +6 mm coarse crushed and pulverised diamond drill core samples from significant intersection returned from SGS as well as additional quartered core form the remaining half core were dispatched to Glencore Process Research. A total of 315 core samples were dispatched to Glencore Process Research for metallurgical test works, however prior to the metallurgical test works, all samples were fire assayed for gold. The umpire samples presented average correlation with correlation R of 0.7972. The average gold assay grade at SGS laboratory was 6% lower than the average gold grade at Glencor Process Research.

II. 2001 Drilling

No blanks nor standards were submitted for assay during the 2001 drilling programme. During this phase, the QAQC procedure was differed from the 1995–1998 QAQC procedure: the first assayed sample was reported and then the duplicate was requested from the pulp split. A total of 122 duplicate samples were assayed over the two drilling programmes.

High grade oxide and sulphide RC chip samples were selected for umpire samples and dispatched to Antech laboratory for gold analysis by fire assay. A total of 52 high grade pulp samples were submitted for umpire samples at the Antech Laboratory. The umpire samples presented a good correlation with R of 0.9336. The average gold assay grade at Kwekwe laboratory was 8% lower than the average gold grade at Antech laboratory.

III. 2022 Re-sampling Programme QAQC

Caledonia geologists re-sampled the historical half core located in the core yard. The half core was quartered, and the samples were taken in the same intervals as the historical logging and sample intervals so that the sample correlation would be as close as possible. The samples were given unique identification numbers and bagged with QAQC samples also being inserted into the sample sequence. The QAQC samples were inserted so that every 14 samples would contain a blank, duplicate and a CRM (certified reference material). In addition to this for every drillhole the first and last sample was also a blank sample. There was a high grade, medium and low grade CRM.

The samples were submitted to the Antech laboratory in Kwekwe, which is an accredited laboratory. Antech Laboratory is located at 6 KM PEG, Mvuma Road, Kwekwe, Zimbabwe. Antech Laboratory is a Southern African Development Community Cooperation in Accreditation (“SADCA”) accredited testing laboratory (facility accreditation number TEST-5 0030), and the laboratory operates a quality system according to the ISO/IEC 17025:2017. Antech laboratory’s original date of accreditation is 1 December 2017.

African Mineral Standards “AMIS” reference material was used in the re-sampling exercise. The results of the QAQC show that there is an overall pass rate of 74% with minimal reference materials such as AMIS0519, AMIS0559 and AMIS0777 not performing well. The reason for this is not clear. The protocol was however that if a batch QAQC failed, the batch would be re-assayed and the re-assayed result and original result were averaged. A total of 472 blank QAQC samples were inserted into the sample sequence with a 96% pass rate below the three times the detection limit of 0.06 g/t. 228 duplicate samples were inserted into the re-sampling sampling sequence. The duplicate samples have a 94% correlation. Based on the overall results of the QAQC for the re-sampling exercise the QP deems the QAQC of the confirmatory re-sampling exercise to be acceptable.

The QAQC samples for the results received for this update is 738 for the 2,572 re-sampled samples. This equates to 22% QAQC samples.

ITEM 8 (D) – ADEQUACY OF SAMPLE PREPARATION

This section sets out the opinion of the QP regarding the adequacy of sample preparation, security, and analytical procedures. The repeat QAQC graphs shows that there generally was poor correlation between the original assays and the repeat assay, this is assumed to have been due to sampling preparation procedure and the use of different analytical methods at the primary laboratory and umpire laboratory. During 2001 drilling, aqua-regia was utilised at the primary Kwekwe laboratory and fire assay with AAS finish was utilised at the Antech laboratory.

The limited QAQC data available has highlighted shortcomings in the QAQC procedure and concerns about the accuracy of the analysis. Generally, the original assays returned higher grades than the umpire samples (approximately 10% higher). The QAQC concerns contributed to the Mineral Resource only being declared as an Inferred category in the previous Mineral Resource of 2021.

In November 2021 it was recommended to re-assay the historical core that was available in the core yard after it has been catalogued and photographed and possibly relogged. This would also assist in improving the confidence in the historical database.

The re-sampling and re-assaying exercise was completed in 2022 which has resulted in the upgrade of the Mineral Resource classification.

ITEM 9 – DATA VERIFICATION

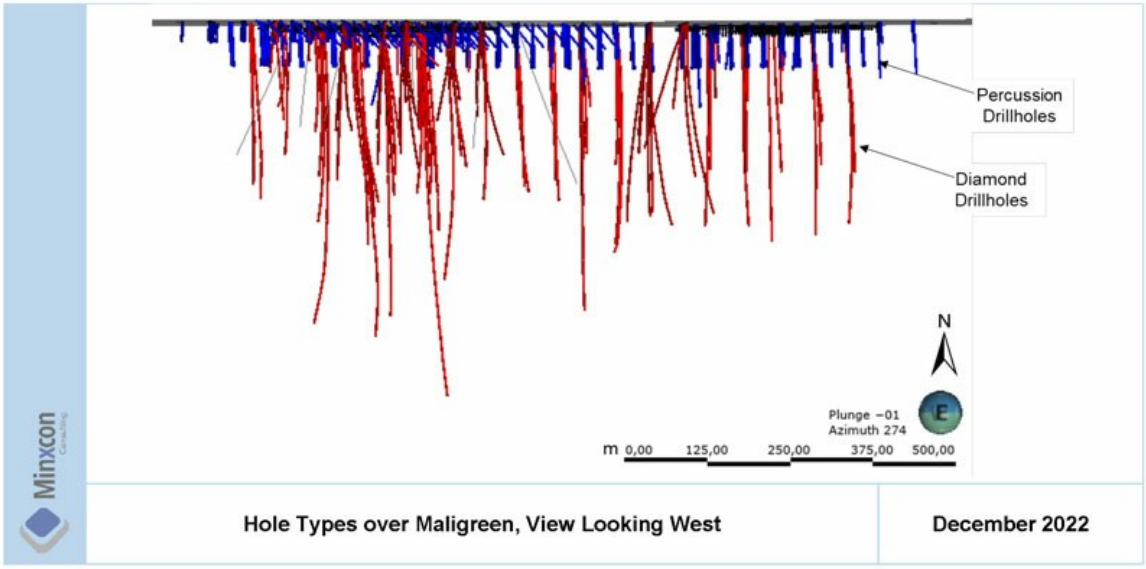
ITEM 9 (A) – DATA VERIFICATION PROCEDURES

The various data types were compared to each other to determine if the datatypes were comparable and could be used for geological modelling or resource estimation. Percentile-percentile and quantile-quantile plots were generated to compare the datasets. Utilising data from multiple data sources could result in issues such as sample support, differences in sampling and analytical procedures and varying quality of sample and analytical procedures, all which could introduce conditional bias to the estimate. The PP and QQ plots will be able to show if these data sources display similar data distributions. Due to the minor RC component in the database, only percussion and diamond drillholes were compared. The plots show that the percussion and diamond drillholes are comparable, with slightly higher grades seen in the percussion holes. Percussion and diamond drillholes were utilised for geological modelling and Mineral Resource estimation. A visual inspection of the data bases and holes of both sources plotting within the same areas does also reveal that grades of the two data types are comparable.

It is also noted that the percussion holes are shallow holes (<80 m on average), while diamond drillholes are deeper and account for informing the bulk of the deposit (Figure 12). The areas informed by percussion drillholes are also informed by diamond drillholes. For future work where a higher Mineral Resource Category is pursued (Measured, Indicated), an exercise can be performed to separate areas based on density of the difference hole types, and their relative confidence as an input into Mineral Resource Category definition.

The RC holes drilled as part of the 2001 campaign were not available digitally at the time of compiling the database and creating a geological model. Viewing the collars only shows that these holes cover the areas that are already well informed by existing drilling. These holes were also not included in either the 2007 or 2012 geological models or Mineral Resource estimation.

Figure 12: Hole Types over Maligreen, View Looking West



ITEM 9 (B) – LIMITATIONS ON/FAILURE TO CONDUCT DATA VERIFICATION

There were limitations to the QAQC performed during the drilling campaigns and concerns with respect to the results of the QAQC. This was one of the reasons that, in November 2021, the data was deemed of sufficient quality for an Inferred Mineral Resource classification only. A confirmatory exercise was therefore recommended in November 2021 to re-sample and re-assay the available historical core. This was undertaken by Caledonia and the methodology and results of the re-sampling exercise are detailed below.

I. 2022 RE-SAMPLING AND RE-ASSAYING EXERCISE

Caledonia geologists re-sampled the historical half core located in the core yard. The half core was logged and then quartered, and the samples were taken in the same intervals as the historical logging and sample intervals so that the sample correlation would be as close as possible.

Of the 107 diamond drillholes in the database 49 drillholes were re-sampled. Not all the re-assay results had been received by the time of writing this TRS. However, 33 of the 49 drillholes assay data was complete with the remaining being partially received. The distribution of the confirmatory re-sampling exercise is spread throughout the resource. A total of 1,132 sample results of the 3,704 samples were still outstanding.

A total of 14% of the samples informing the Mineral Resource model and estimation have been re-assayed. The total sampling database, including percussion and bench drill samples, is 68,686 samples (includes samples outside of the mineralisation wireframes). The total duplicate samples received to date is 2,572 samples which equates to 3.74% of the total database.

The mean of all the samples for the original samples and the re-sampling exercise is the same at 0.68 g/t and for the samples excluding the below detection limit samples are also the same at 2.08 g/t.

The correlation coefficient for all the samples is 79% and for the samples above detection limit is 78%. For this type of gold deposit with a high nugget effect a correlation coefficient of 79% is deemed to be a good result.

The HARD plot indicates that the 60% of the samples are within 20%.

ITEM 9 (C) – ADEQUACY OF DATA

The data supplied is sufficient to generate a geological model. The percussion and diamond drillholes are of a sufficient quality and quantity to run a resource estimate over the project area. The confirmatory re-sampling exercise has increased the confidence in the drillhole database so that Measured and Indicated Mineral Resources can now be declared. The QP is satisfied that the historical database is of sufficient quality to declare a Measured and Indicated Mineral Resource.

ITEM 10 – MINERAL PROCESSING AND METALLURGICAL TESTING

ITEM 10 (A) – NATURE AND EXTENT OF TESTING AND ANALYTICAL PROCEDURES

Historically, laboratory floatation tests were done, by Billiton Laboratories located in Springs, South Africa, (details of accreditation are unknown), on drill core sample. The goal was to show that the ore can produce a sulphide concentrate from which gold can be extracted with cyanide leaching after biological oxidation.

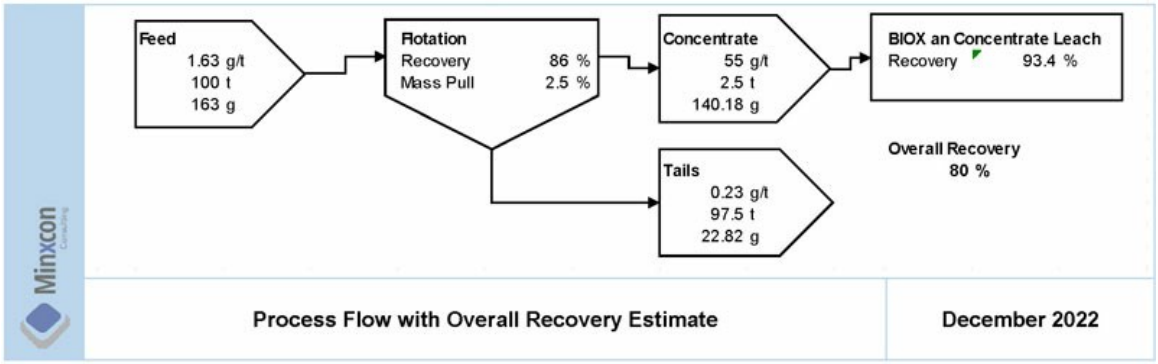
Testwork started with crushing and preparation of composites. Diagnostic leach was done to determine the gold deportment. Floatation tests were done to determine optimal conditions, and the optimal conditions were used in a bulk floatation concentrate test. This bulk concentrate was analysed and was also used for Biological oxidation ("BIOX®") tests. The flotation tailings were leached with cyanide.

The diagnostic leach tests showed that a significant portion of the gold is locked in sulphide minerals. Flotation produced a gold recovery of 95% for a range of 6 g/t to 14 g/t. The floatation concentrate grade was 55 g/t to 75 g/t. BIOX® of the concentrate was done over a period of 20 days to produce the extraction. The extraction achieved was as high as 98%, but a good extraction of 94% was already achieved after 7 days.

ITEM 10 (B) – BASIS OF ASSUMPTIONS REGARDING RECOVERY ESTIMATES

The Mineral Resource grade is lower than those tested during the flotation tests, and although no loss of recovery was seen from 14 g/t to 6 g/t, the 1.63 g/t of the resource may well give lower flotation recoveries. A flotation recovery of 86% was therefore assumed. The average recovery for the two data points at 7 days residence time was used for the BIOX® recovery. This combination would give an overall recovery of 80% as seen in Figure 13.

Figure 13: Process Flow with Overall Recovery Estimate



ITEM 10 (C) – REPRESENTATIVENESS OF SAMPLES AND ADEQUACY OF DATA

Samples used in the floatation testwork came from 348 drill core samples which was crushed and assayed. The drill core samples were combined into 22 kg composites which was used for further testwork. The drill cores are deemed to be representative of the orebody. Good practises were followed in the sample preparation and splitting process.

The data procedures and analyses carried out are considered adequate for the determination of Mineral Resources as presented in this TRS.

Item 10 (d) – Deleterious Elements for Extraction

No pre-robbing effect was seen during the diagnostic leach tests. Arsenic present in the ore was sufficiently oxidised in the BIOX® process to a stable ferric arsenate precipitate.

ITEM 11 – MINERAL RESOURCE ESTIMATES

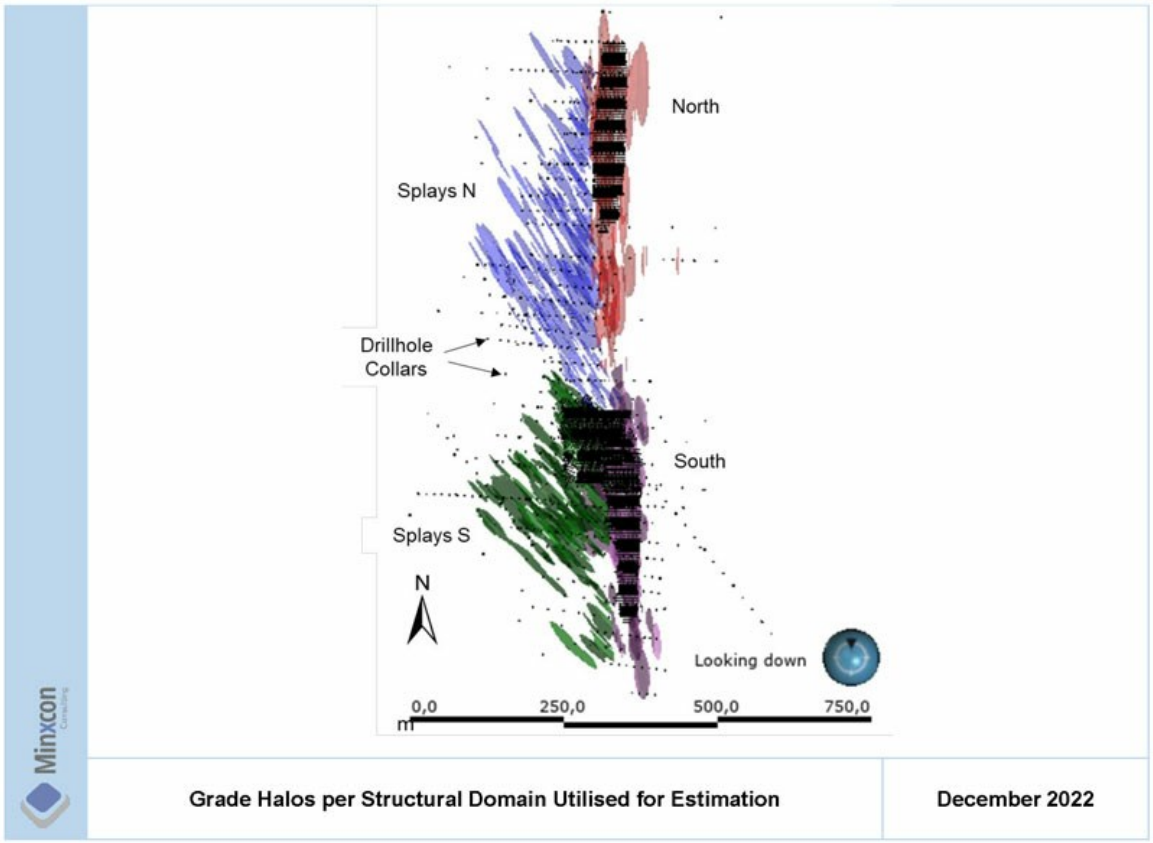
Item 11 (a) – Assumptions, Parameters and Methods Used for Resource Estimates

I. Mineral Resource Estimation Procedures

i. Domain and Data

The structural domains as defined under geological modelling (Figure 14), were utilised as geostatistical domains. These four domains were utilised with hard boundaries. Due to the comparable data distribution of the two datasets, both percussion and diamond drillholes were used.

Figure 14: Grade Halos per Structural Domain Utilised for Estimation



The weathering profile was also tested to assess its usefulness in defining additional domains and estimating each weathering zone per structural domain separately. Testing of sampling statistics and variography revealed little to no change in the statistics, however there were resulting poorer variogram ranges and decreased quality of estimation when utilising the weathering domains. This is likely the result of decreased samples available per domain, and disrupted continuity brought about by additional domains being utilised. The weathering zones were thus not used for defining geostatistical domains.

ii. Data Compositing and Statistical Analysis

All samples were composited to 1 m as it was the most common sample length. Compositing has had a minimal effect on the domain statistics.

iii. Outlier Analysis

Outlier analysis or capping is carried out during the variography and kriging stage to limit the influence that the ultra-high grades may have on the estimation of the surrounding areas. Top cuts were applied during the variography stage to prevent the excessive variances of the anomalously high grade from skewing the distribution away from the representative variance of the data distribution. Probability plots were utilised to identify anomalous grade values. Leapfrog Edge applied a top cut to estimation and a top cap for variography. For this estimation the same value was utilised for both. In addition, cutting curves are utilised as a test for the value applied for capping / cutting to check the effect the applied sample would have on the total metal within the dataset.

iv. Geostatistical Analysis and Variography

All variography was carried out in Leapfrog Edge.

v. Kriging Neighbourhood Analysis

Kriging neighbourhood analysis (“KNA”) was undertaken to assess the optimal parameters for estimation in each of the separate domains. Different scenarios of minimum and maximum samples were run and the results plotted to define the estimation parameters for which the highest quality result can be kriged, this quality is measured by Slope of Regression (“SoR”), and kriging variance. The block sizes utilised for parent cell estimation were 5 m in x, 10 m in y and 10 m in z. This block size was chosen based on the requirements to enable an accurate representation of the data. The smaller block size in x was chosen to capture the variability in the shortest orientation of the orebodies. Sub-celling to 1 m was performed on the block models.

At lower search volumes, more samples are available (typically mining areas) a higher minimum and maximum can be used, while further from the well informed, the minimum and maximum samples will decrease to ensure more weighting is applied to nearby samples. An ordinary krig was employed for all estimates. The distance from samples and search volume used to inform the block model is reflected in the Mineral Resource classification.

vi. Grade Estimation

Ordinary kriging was run for all domains for all search volumes.

vii. Bulk Density

In 2021 density measurements were available for the different weathering zones. Minxcon utilised the same densities utilised during 1998 and 2012. It must also be noted that despite transitional and oxide being differentiated, oxide and transitional was often combined and considered together in previous estimates. For the 2021 estimate, due to high variability in the data separating oxide and transitional, both were considered together with a single density (Table 2).

Table 2: Densities Utilised for Maligreen Mineral Resource Estimation

Model	Kalahari Sand	Oxide	Transitional	Sulphide
	t/m3	t/m3	t/m3	t/m3
Reunion 1998	1.6	2.44	2.67	2.86
PAM 2007	Unknown	2.33	2.33	Main - 2.74 - Main FW and HW reefs
				Propylite - 2.82 - Middle reef in altered basalts
				Rhyolite - 2.64 - North Reef
				Splays - 2.74 - Silicified mylonitic shear zones
DMS 2012	1.6	2.44	2.67	2.86
Minxcon 2021	1.6	2.44		2.86
Minxcon 2022		2.57		2.65

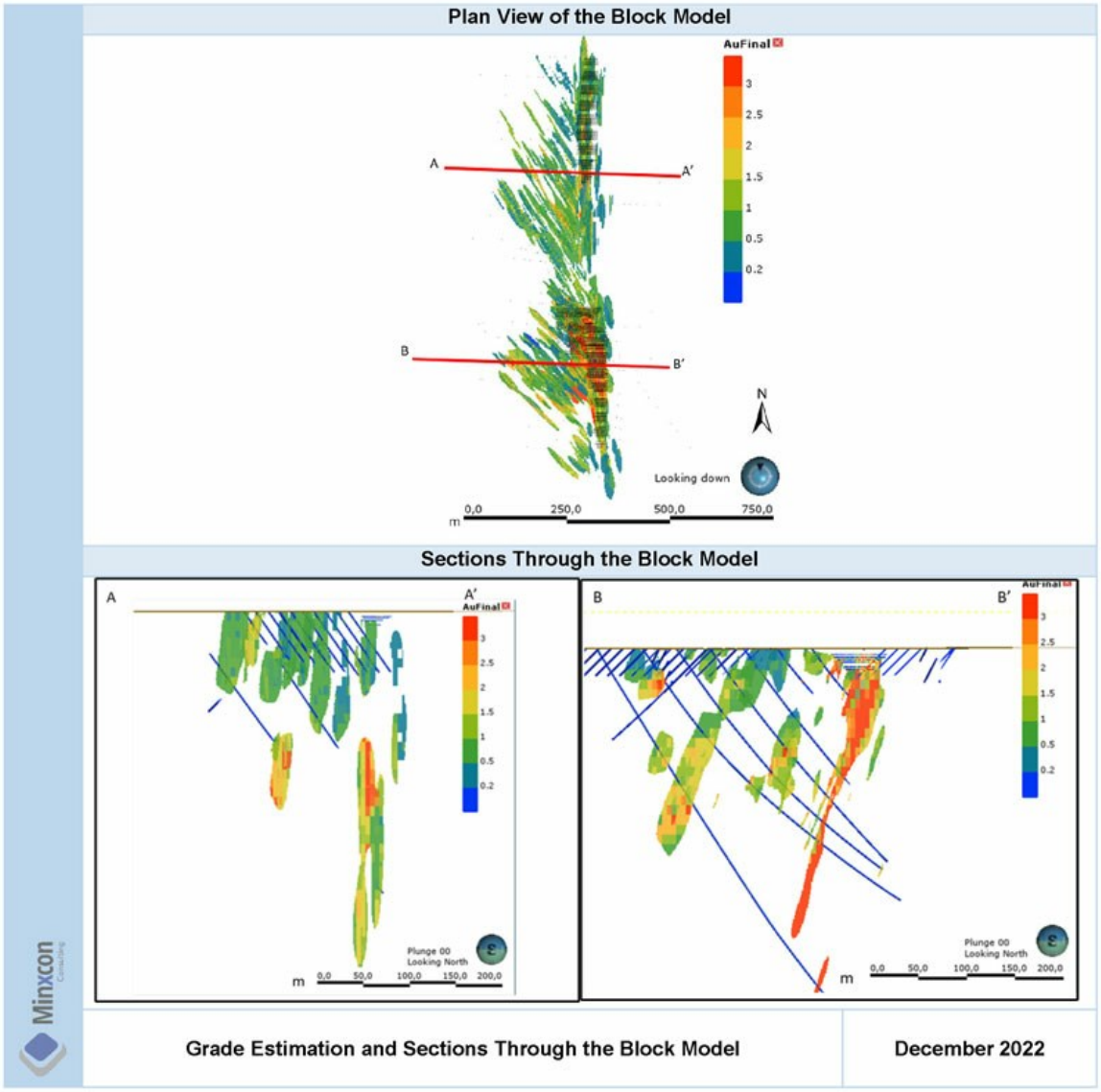
In 2022 during the re-sampling exercise Caledonia also did bulk density measurements on the historical core. They utilised a water displacement method for determining the density of rock samples. This entails measuring the weight of the dry sample as well as the amount of water displaced by that sample in a beaker filled with one litre of water; after the sample is fully submerged.

Density measurements for 6 269 samples were made available to Minxcon for review. Densities range between 1.32 t/m³and 4.48 t/m³, with a mean density of 2.98 t/m³. Lithologies that host gold grade within the orebody wireframes are tuffs, quartz veins, quartz porphyry, quartz eye porphyry, quart sericite and quartz sericite schists. The known densities of these rock types are typically lower than the average density measured for the total dataset. Probability plots and a review of typical rock densities were used to define a top (3.0 t/m³) and bottom cut (2.0 t/m³) that was applied to the density data. The density data filtered by orebody domain was utilised to calculate the average density for the fresh zone (2.65 t/m³). Due to the limited amount of data, the average density of the North Domain was used for the oxidised zone (2.57 t/m³). The methodology employed by Caledonia to measure densities requires a more detailed review. Specifically, the accuracy of the method applied to measure and read-off the amount of water displaced in the water beaker should be assessed. A change in the methodology based on the hydrostatic weighing of samples (dry and wet weight of a sample) may provide more meaningful results.

viii. Estimation Results

The estimation results were compared visually to the data to confirm continuity between the data and model. All images shown are of the un-depleted models with no additional filters applied. The estimates are shown in Figure 15 and reflect the data well. The highest grades are seen in the southern domain with limited continuity of grade downdip. The northern domain has a slightly lower grade, but the mineralisation is open down dip. The splays have slightly lower grade than the southern domain but locally show high grades.

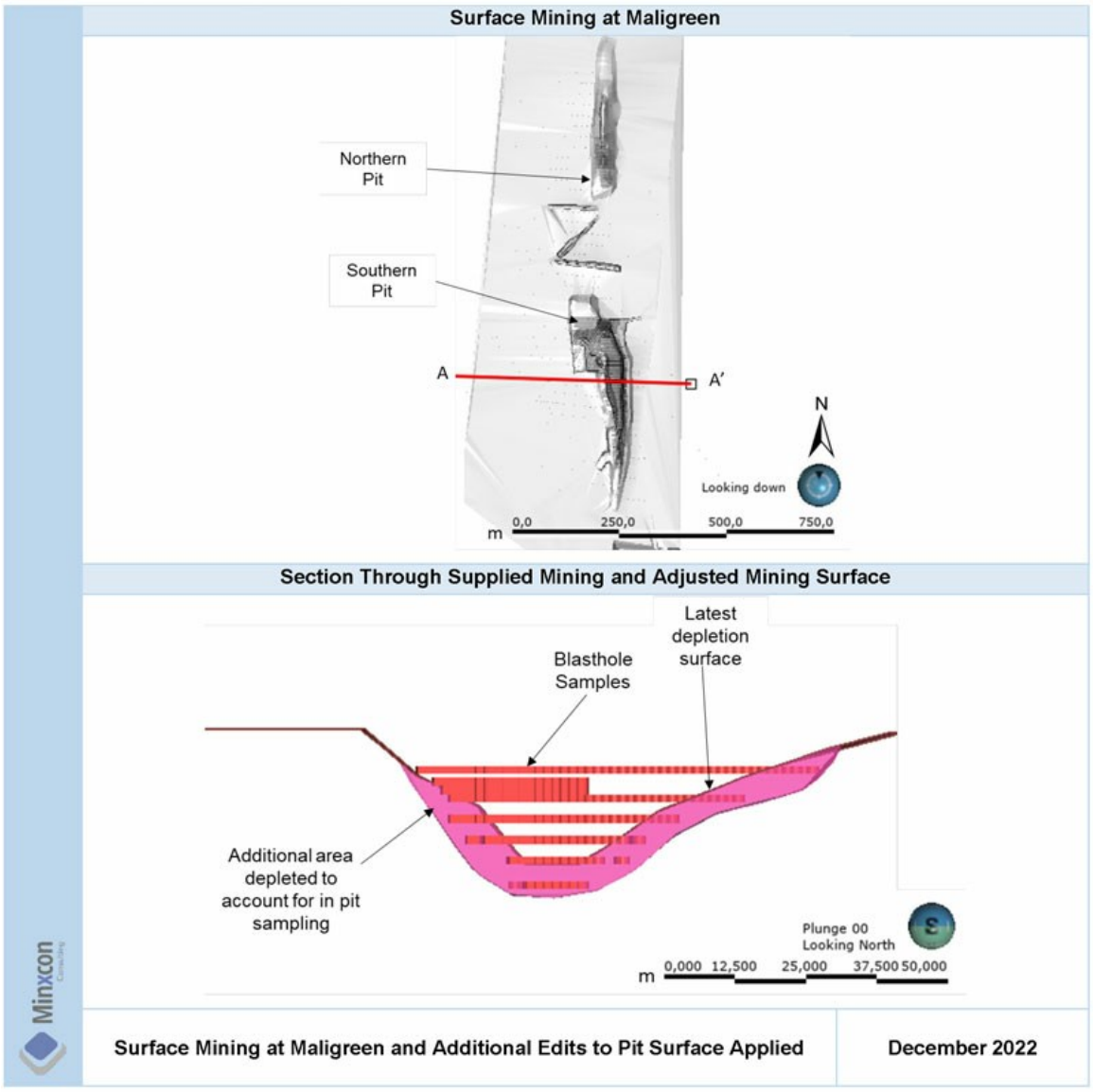
Figure 15: Grade Estimation and Sections Through the Block Model



ix. Mining Depletions

Surface mining has taken place over Maligreen in a separate northern and southern pit (Figure 16). It was observed that some blasthole samples occur outside the pit and correspond with the deepest sampled portion of mining. This indicated that additional mining took place since the last survey as represented by the blasthole samples. Additional depletions were edited to include these sampled areas. It is not believed that an elevation error has occurred with the blasthole samples as even with a translation to match the pit floor, the extent of sampling is larger than the depletion surface, this is also seen in Figure 16.

Figure 16: Surface Mining at Maligreen and Additional Edits to Pit Surface Applied



x. Block Model Validation

Visual validation of data versus estimation was conducted to confirm accuracy of estimate applied. In addition, swath plots were conducted to compare the data to the estimate. Swaths take the grade average within a redefined grid moving in X (west to east), Y (north to south) and Z (to depth). The swaths compare well to data showing best correlation moving north to south, with some smoothing relative to data.

The estimate shows some smoothing relative to data, this may be due to the swaths being taken oblique to the direction of the domain and not representing the direction of continuity.

The data compares very well to the estimate for the north domain - the data is very dense in the north domain and the samples used in the estimate are limited to reduce smearing, thus the estimate reflects the data locally very well.

The north splay domain shows good correlation to the data with some smoothing evident. As with the north splay, this may be due to the swaths being taken oblique to the domain's orientation.

II. Initial Assessment

The QP undertook an initial assessment of the mineralised body to determine the reasonable prospects of eventual economic extraction ("RPEEE"). A pit optimisation analysis was undertaken.

The open pit cut-off grade applied to the Mineral Resource is 0.4 g/t which is a cut-off assuming that the upper Mineral Resource will be mined by means of open pit mining methodology. From the Mineral Resource pit optimisation runs the depth cut-off for the open pit resource is 220 m (Figure 17). For reporting an underground Mineral Resource, a 1.5 g/t cut-off was utilised for the remaining Mineral Resource below the pit. The cut-off parameters used for the cut-off calculation and the resource pit shell are shown in Table 3. The QP generally uses the 90th percentile of the historical real term gold price since 1980 which currently is USD1,650/oz. However, in this case Minxcon used USD1,800/oz as this was the approximate average for the last year. The mining and operating costs used are costs benchmarked against similar operations.

Figure 17: Mineral Resource Pit for Reasonable Prospects of Eventual Economic Extraction

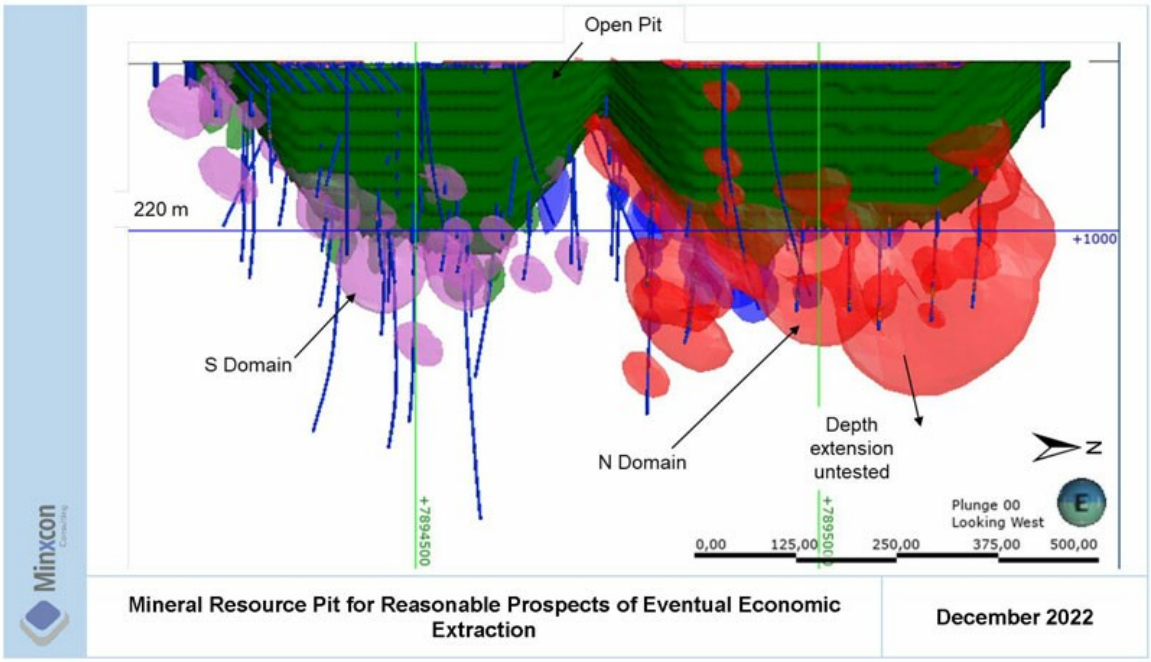


Table 3: Cut-off Parameters

Parameter		Unit	Value
Mining (open pit)	Mine Cost	USD/t	2.18
	Mining Recovery	%	100
	Mining Dilution	%	0
	Slop Angle	degrees	55
Plant	Processing Cost	USD/t	20.5
	Plant Recovery - Au	%	80
Financial	Metal Price - Au	USD/g	57.87
	Metal Price - Au	USD/oz	1,800

All Mineral Resources have been stated as either surface (limited to 220 m depth) or underground mining resources at specific cut-off grades of 0.4 g/t and 1.5 g/t respectively. The QP thus deems the total Mineral Resource as stated in this TRS to have RPEEE.

III. Mineral Resource Classification

The 2021 estimation downgraded the Mineral Resource to an Inferred category due to the lack of QAQC data. The recent confirmatory exercise of the grade of the drillhole database has resulted in the improved confidence in the database and has allowed for the upgrade of the Mineral Resource classification from Inferred to Measured and Indicated Mineral Resource. The Mineral Resource classification criteria are shown in Table 4. No Measured Mineral Resource has been classified for the two splay domains due to the lower confidence in these two domains. Mineralisation wireframes (halos) that are informed by a single drillhole have also been downgraded from Inferred Mineral Resource to Exploration Target due to the lower confidence in continuity in these halos.

Table 4: Mineral Resource Classification Criteria

Domain	Mineral Resource Category	Classification Criteria
North	Measured	Within SVOL1: MinD≤20 and NS≥40 and SoR≥0.8
	Indicated	Within SVOL1 or SVOL2: MinD≤40 and NS≥20
	Inferred	Within SVOL1, SVOL2 or SVOL3
South	Measured	Within SVOL1: MinD≤20 and NS≥60 and SoR≥0.8
	Indicated	Within SVOL1 or SVOL2: MinD≤40 and NS≥40
	Inferred	Within SVOL1, SVOL2 or SVOL3
SplayNW	Measured	Within SVOL1: MinD≤20 and NS≥40 and SoR≥0.8
	Indicated	Within SVOL1 or SVOL2: MinD≤40 and NS≥20 and AvD≤60
	Inferred	Within SVOL1, SVOL2 or SVOL3
SplaySW	Measured	Within SVOL1: MinD≤20 and NS≥50 and SoR≥0.8
	Indicated	Within SVOL1 or SVOL2: MinD≤40 and NS≥40
	Inferred	Within SVOL1, SVOL2 or SVOL3

Notes: SVOL1 = variogram range; SVOL2 = 1.5x variogram range; SVOL3 = 2x variogram range; MinD = Minimum distance to samples; NS = Number of samples; SoR = Slope of regression; AvD = Average distance to samples.

IV. Mineral Resource Statement

The Mineral Resources have been depleted by means of the topography and mining voids. Discounts applied to the Mineral Resources include geological losses of 5% for Measured, 10% for Indicated and 15% for Inferred Mineral Resources to account for geological, data as well as estimation uncertainty. The gold content conversion calculations utilise a conversion of 1 kg = 32.15076 oz and all tonnages are reported in metric tonnes. Inferred Mineral Resources have a low level of confidence and while it would be reasonable to expect that the majority of Inferred Mineral Resources would upgrade to Indicated Mineral Resources with continued exploration, due to the uncertainty of Inferred Mineral Resources, it should not be assumed that such upgrading will occur.

The Mineral Resources are declared as the portion of the Resource that is potentially mineable from open pit as well as from underground, as part of the reasonable prospects for eventual economic extraction. An optimised pit was generated to evaluate the depth to which surface mining could occur. Based on this analysis a depth of 220 m was defined as the level to which surface mining can occur and is reported at a 0.4 g/t cut-off (Table 5). Below this all Mineral Resources are declared as underground, with a 1.5 g/t cut-off (Table 6).

Table 5: In Situ Surface Mineral Resource for Maligreen Gold Mine as at 31 December 2022

Domain	Mineral Resource Category	Tonnes (Less Geological Losses)	Gold Grade	Gold Content
		Mt	g/t	koz
North	Measured	0.30	0.87	8.3
	Indicated	3.01	1.38	133.1
	Total Measured and Indicated	**3.30**	**1.33**	**141.4**
	Inferred	1.01	1.09	35.5
South	Measured	1.35	2.70	117.2
	Indicated	0.75	4.17	101.9
	Total Measured and Indicated	**2.10**	**3.23**	**218.2**
	Inferred	0.49	6.05	95.3
SplayNW	Indicated	1.68	0.80	43.1
	Total Measured and Indicated	**1.68**	**0.80**	**43.1**
	Inferred	2.08	0.81	54.0
SplaySW	Indicated	0.85	1.15	31.4
	Total Measured and Indicated	**0.85**	**1.15**	**31.4**
	Inferred	1.00	1.37	44.0
Total Measured and Indicated		**7.94**	**1.70**	**434.1**
Total Inferred		**4.58**	**1.55**	**228.8**

Notes:

1. Mineral Resource Cut-off of 0.4 g/t Au applied.
2. A gold price of USD1,800/oz was used for the cut-offs.
3. Columns may not add up due to rounding.
4. Mineral Resources are reported as total Mineral Resources and 100% attributable to Caledonia.

Table 6: In Situ Underground Mineral Resource for Maligreen Gold Mine as at 31 December 2022

Domain	Mineral Resource Category	Tonnes (Less Geological Losses)	Gold Grade	Gold Content
		Mt	g/t	koz
North	Indicated	0.09	2.88	8.2
	Total Measured and Indicated	**0.09**	**2.88**	**8.2**
	Inferred	1.13	2.42	87.7
South	Indicated	0.00	12.57	0.0
	Total Measured and Indicated	**0.00**	**12.57**	**0.0**
	Inferred	0.33	8.69	93.5
SplayNW	Inferred	0.13	2.51	10.3
SplaySW	Inferred	0.00	1.58	0.0
Total Measured and Indicated		**0.09**	**2.89**	**8.2**
Total Inferred		**1.59**	**3.75**	**191.5**

Notes:

1. Mineral Resource Cut-off of 1.5 g/t Au applied.
2. A gold price of USD1,800/oz was used for the cut-offs.
3. Columns may not add up due to rounding.
4. Mineral Resources are reported as total Mineral Resources and 100% attributable to Caledonia.

The combined surface and underground Mineral Resource is shown in Table 7, this shown at 0.4 g/t and 1.5 g/t for surface and underground respectively.

Table 7: In Situ Total Mineral Resource for Maligreen Gold Mine as at 31 December 2022

Domain	Mineral Resource Category	Tonnes (Less Geological Losses)	Gold Grade	Gold Content
		Mt	g/t	koz
North	Measured	0.30	0.87	8.3
	Indicated	3.09	1.42	141.3
	Total Measured and Indicated	**3.39**	**1.37**	**149.6**
	Inferred	2.14	1.79	123.2
South	Measured	1.35	2.70	117.2
	Indicated	0.75	4.17	101.0
	Total Measured and Indicated	**2.10**	**3.23**	**218.2**
	Inferred	0.82	7.12	188.8
SplayNW	Indicated	1.68	0.80	43.1
	Total Measured and Indicated	**1.68**	**0.80**	**43.1**
	Inferred	2.21	0.91	64.3
SplaySW	Indicated	0.85	1.15	31.4
	Total Measured and Indicated	**0.85**	**1.15**	**31.4**
	Inferred	1.00	1.37	44.0
Total Measured and Indicated		**8.03**	**1.71**	**442.3**
Total Inferred		**6.17**	**2.12**	**420.3**

Notes:

1. Mineral Resource Cut-off of 0.4 g/t Au for surface and 1.5 g/t Au for underground applied.
2. A gold price of USD1,800/oz was used for the cut-offs.
3. Columns may not add up due to rounding.
4. Mineral Resources are reported as total Mineral Resources and 100% attributable to Caledonia.

ITEM 11 (B) – INDIVIDUAL GRADE OF METALS

Mineral Resources for gold have been estimated for the Maligreen Mine. No other metals or minerals have been estimated for the Project.

ITEM 11 (C) – FACTORS AFFECTING MINERAL RESOURCE ESTIMATES

It is the QP's view that based upon the information provided to Minxcon by Caledonia, no undue material risks pertaining to metallurgical, environmental, permitting, legal, title, taxation, socio-economic, marketing, political, and other relevant issues are applicable to the Mineral Resource estimates as at 31 December 2022. The QP's opinion is that all issues relating to all relevant technical and economic factors likely to influence the prospect of economic extraction can be resolved with further work.

ITEM 12 – MINERAL RESERVE ESTIMATES

Mineral Reserve estimation has not been conducted as yet.

ITEM 13 – MINING METHODS

The Project is currently still in exploration phase. No advanced technical studies investigating potential extraction methods have been undertaken as yet.

ITEM 14 – PROCESSING AND RECOVERY METHODS

This TRS is presented as a Mineral Resource report; thus, recovery methods are not described.

ITEM 15 – INFRASTRUCTURE

This TRS is presented as a Mineral Resource report. Infrastructure requirements for project development have not been assessed.

ITEM 16 – MARKET STUDIES

Market studies and contracts are not required to be investigated and presented in a Mineral Resource report.

ITEM 17 – ENVIRONMENTAL STUDIES, PERMITTING AND PLANS, NEGOTIATIONS, OR AGREEMENTS WITH LOCAL INDIVIDUALS OR GROUPS

To the knowledge of the Client, there have been no environmental or social studies conducted over the property. An environmental consultant has been engaged by Caledonia.

Should development activities for mining commence, communities north of North Pit will need to be resettled elsewhere, as they are currently within the claims area.

ITEM 18 – CAPITAL AND OPERATING COSTS

No advanced technical studies that describe project development and capital and operating costs have been undertaken as yet.

ITEM 19 – ECONOMIC ANALYSIS

An economic analysis has not been undertaken at the stage of the Project.

ITEM 20 – ADJACENT PROPERTIES

A number of gold deposits and historic mines occur in the vicinity of Maligreen. All deposits occur as shear-zone hosted deposits.

The Peace-Turtle Mine claims, worked by illegal miners, occur immediately northwest of the Maligreen claims and are owned by the Silobela Community Development Trust. No further public technical information is available for these areas.

The operational underground Jena Mine, held under Jena Mines (Pvt) Ltd acquired in 2020 by Kuvimba Mining House, occurs some 12 km due northeast of Maligreen. Jena is the largest gold producer in the region and is comprised of a number of shafts including Termite, Stump, Wankie, Lion and Lioness. According to ZMDC (2018), the mine can treat 450 tonnes per day of ore, extracted through underhand benching long hole open stoping and shrink stoping. The Sunday Mail (2016) reports that Jena hosts 546 kt ore at a grade of 4.2 g/t gold. Kuvimba Mining House has commenced plant and underground mine expansion optimisation and exploration to a depth of 500 m. Production will be ramped up from 8 ktpm to 30 ktpm over 24 months (NewZimbabwe, 2021).

The QP has relied on the information as is presented by the referenced sources. Verification has been limited to that data which is made available publicly and has been limited to cross-referencing information presented by the individual sources.

Although the deposits occur as similar styles, the mineralisation on surrounding properties is not necessarily indicative of mineralisation or extractive potential at Maligreen. The QP has been unable to verify the information and it is not necessarily indicative of the mineralisation on the Maligreen property.

ITEM 21 – OTHER RELEVANT DATA AND INFORMATION

ITEM 21 (A) – UPSIDE POTENTIAL

There is additional upside to the Maligreen deposit that is currently not fully covered by the existing drillhole database. The following drilling programmes can be pursued to explore the upside potential at Maligreen:-

1. target extensions to the northwest of the splays;
2. target extensions to the main north-south domains; and
3. target additional northern areas outside the existing defined Mineral Resources.

The extensions of the north splays have untested extensions to the northwest (along strike and down dip), and the southern splays have drillholes that suggest a lack of continuation of mineralisation down dip. A section through the northern area suggests that mineralisation continues to depth as well.

Other authors discussing Maligreen have observed that to the north and south of the currently modelled orebodies, the mineralisation does not continue. This is assigned to the fact that the QEP to the south and the FP to the north both thicken to the outer extents of the domain, with a drop off in mineralisation and grade continuity with the thickening of these porphyries. It must also be noted that the north and south domains have the same extents in the previous as well as updated ore shells.

For this reason, limited continuity is expected to the immediate north and south of the existing domains. In addition, the extents of the southern domain at depth does not show continuity due to drill holes at depth showing a drop off in grade. However, drillholes in the northern domain suggest the orebody is open to depth as the last drillhole intersections show good mineralisation and grade continuity. Drilling can thus also be planned to target the downdip extension primarily to the north domain.

Further continuity has not been proven along strike to the north and south of the current resource. However, the existing drillhole database to the north has not been drilled on the same trends seen to the south; additional targeted drilling on the same trends along with mapping to target similar lithologies as seen in Maligreen to the south would aid in identifying continuity.

ITEM 22 – INTERPRETATION AND CONCLUSIONS

Sufficient data is available to define a geological model and Mineral Resource over Maligreen. The recent confirmatory re-sampling exercise completed by Caledonia has allowed for the upgrade of the Mineral Resource from an Inferred Mineral Resource to Measured and Indicated Mineral Resources. Due to data density and quality of estimate, a Measured and Indicated Resource could be defined with an increase in data confidence. Ore grade halos have been generated at a 0.2 g/t cut-off and are believed to be an accurate representation of the grade and geological and grade continuity over Maligreen. Based on the available data, a weathering profile and lithological model can also be defined.

The bulk density of the mineralised lithologies is still a concern and requires further investigation. The bulk density work conducted on the recent re-sampling samples is inconclusive and the data seems erroneous. Minxcon have used the data to the best of their ability to represent the bulk density the most accurate way. This has also taken into consideration the expected bulk density of the lithologies associated with the mineralisation.

ITEM 23 – RECOMMENDATIONS

It is recommended that the bulk density work be re-done using a different methodology that allows for more accurate measurements. This can be completed on the available core. This will allow for more accurate bulk density figures for future Mineral Resource estimation and study work.

Independent metallurgical testwork is also recommended.

It is further recommended that additional drilling campaigns are pursued to delineate downdip and along strike continuity of the orebody.

Subject to the strategic objectives of the company, a preliminary exploration programme consisting of some 12,000 m of drilling and associated works is proposed with a budget of USD1.04 million.

ITEM 24 – REFERENCES

- Climate-data.org (2021). Climate Kwekwe (Zimbabwe). Accessed on 11 October 2021 via https://en.climate-data.org/africa/zimbabwe/midlands-province/kwekwe-25753/.
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- Mtetwa, K. (2007). A Review of the Maligreen Gold Project. Digital Mining Services, Compiled for Pan-African Mining Pvt. Ltd. December 2007. 43 pp.
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- The Zimbabwe Mining Development Corporation (2018). Gold Mining. Accessed on 11 October 2021 via https://zmdc.co.zw/operations/gold-mining.
- Reunion Mining (Zimbabwe) Limited. (1998). Maligreen Gold Project Report, Part One, Volume 1. Geology and Exploration Text.
- Trashliev, V.S. (2003). Pan African Mining (Pvt) Ltd. Maligreen Mine, Overview of the Geology Metallogeny, Structure and Revised Resource Estimate.
- Trashliev, V.S. (2007). Pan African Mining (Pvt) Ltd, Overview of the Maligreen Deposit. Internal report. April 2007. 11 pp.

ITEM 25 – RELIANCE ON INFORMATION PROVIDED BY THE REGISTRANT

The QP has accepted information supplied by Caledonia regarding the permits and licences as valid and complete, which is included in Item 3 of this TRS. The QP considers such reliance reasonable because the information constitutes legal and environmental matters outside the expertise of the QP.