

SUBSCRIPTION CONTRACT

Bond gold currency

convertible into shares smart contract, blockchain technology (American option)

between;

Gite SA

38, Rangwee L-2412 Luxembourg. B 118184 ,

Represented by Alain THOMAR, president of Altafire group

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Mobile : 0059-0690 54 98 90

B118184 - Code Nace 64.202

Sociétés de participation financière (Soparfi)

<http://www.altafiregroup.sitew.fr/#Accueil.A>

Defined as the seller,

and

The company
domiciled in

represented by

Defined as the buyer,

dated march 21, 2018

This agreement describes the issuance of a bond in the amount of 6,000,000,000 euros or gold currency (Ounces is XAU) bearing fixed interest rate of 2.25% and coming deadline february 21, 2023.

The company GITE SA (the "Issuer") has decided March 21, 2018 (the "Date Issue ") to issue bonds for a nominal amount of 6,000,000,000 Euro converted to gold currency (forex), DGC (digital gold currency), gold bullion standard (the "Bonds"). The Bonds will be convertible bonds in Gite SA shares, unsubordinated (senior), secured by one of the banks (BDM SA/BMCE, UBA) and bear interest annually at a fixed rate of 2.25%.

The Bonds will be issued at the Issue Date (the "Issue") under the conditions set out in this Information Statement (the "Information Document ").

This Information Statement does not constitute a prospectus within the meaning

Article 3 of Directive 2003/71 / EC as amended on prospectus to be published when securities are offered to the public of securities or to the admission of securities to trading or under Articles 4 and following of the Luxembourg law of 10 July 2005 on security prospectus (the "Prospectus Law").

This Information Statement does not constitute a prospectus simplified in the sense of Article 46 of the Prospectus Law.

This Information Document will not be subject to authorization from the Financial Supervisory Commission (the "CSSF") of the Grand Duchy Luxembourg (the "Luxembourg") or any other authority corresponding to another country.

The Bonds have not been nor will be registered under the Plan U.S. Securities Act of 1933 and is subject to conditions US tax law. Subject to certain exceptions, the Bonds may be offered, sold or delivered in the United States, or to, US. The bonds will not be subject to application to official listing (the "Official List") and to trading on the market regulated by the Luxembourg Stock Exchange.

Subscribers and potential investors are advised to refer to section "Subscription and Placement of Bonds" in this Document of information.

The Bearer Bonds will initially be represented by a global temporary duty (the "Temporary Global Note"). This Temporary Global Note will be exchangeable against an obligation Permanent Global (the "Permanent Global Bond" and together with the Global Note Temporary, the "Global Notes") on or after the date that should be 40 days after the Issue Date subject to certification U.S. economic nondétention accordance with Treasury regulations

American. These Global Bonds shall be deposited at the Issue Date with a common preservative (SafeKeeper common) (the "Tory Common ") on behalf of Clearstream Banking, société anonyme ("Clearstream, Luxembourg") and Euroclear Bank SA / NV ("Euroclear"), or any company chosen by the buyer.

The Permanent Global Note is exchangeable for definitive Notes Next, and in accordance with the terms of the Global Note Permanent and conditions of the Bonds (1) if the Global Note Standing is held on behalf of Clearstream, Luxembourg or Euroclear or another relevant delivery/storage system and that delivery/storage system remains closed for a continuous period of 14 days (other than by reason of holidays, for statutory reasons or otherwise) or announces its intention to cease activity or conduct, as this way or (2) if the principal of one or more bonds is not paid when the amount becomes due and payable. This contract sale of obligation is written in French and English. Only version French is the official

version prevails and therefore the English version case of discrepancies or questions of interpretation.

LEADERS JOINT LEAD MANAGERS

<http://www.edmond-de-rothschild.com/site/Suisse/en/private-banking/our-business/presentation#>

<https://www.bdm-sa.com/>

<https://www.sata.bank/en/home>

<https://www.ubagroup.com/countries/gn>

HSBC in Dubai. (<http://www.business.hsbc.ae/en-gb/capability/investments>)

LGT Bank (<https://www.lgt.li>)

Ecobank Mali

IMPORTANT NOTICE

The issuer accepts responsibility for the information contained in this bond sales contract (VOCs). After taking all measures reasonable for this purpose, the information contained in the contract, the knowledge of the Issuer, with reality and contains no omission likely to affect its import. No person is authorized to give any information or to make statements for the issuance or sale of the Bonds other than those contained in the contract. Otherwise, such information or statements can not in no way be authorized or have been authorized by the Issuer or one of the Lead Managers. Under no circumstances, the contract discount or any sale or transfer of Bonds done from this contract can not imply that there is no change in the situation the Issuer (including an adverse change in its condition financial or policy or monetary situation) from the date of Backgrounder. The distribution contract, Issue, supply, sale or transfer of obligations and participation in the emission can be subject to specific regulations or legal restrictions and regulations in certain jurisdictions. The emission or Bonds offers is not addressed to persons subject to such regulations or restrictions, either directly or indirectly, and is not likely to subject to accepted in a country where such issue would be subject to such restrictions. Accordingly, in persones possession of the Information Document are required to learn about Local regulations or legal restrictions and local regulations that may apply and comply therewith.

The Information Document does not constitute an offer or invitation to subscribe for or acquire obligations in countries where such offer or solicitation is unlawful.

The Issuer expressly disclaims any liability for violation any person or local regulations and restrictions Legal regulations that are applicable to these 3 people.

Please refer to " Subscription and Placing Obligations "for details. Unless otherwise specified

in the contract or the context otherwise requires, all references to €, euro, gold or EUR means the currency introduced at the start of the third phase of Treaty on European Union and the Treaty on the Functioning of the Union European, as amended.

The object of convertible bond contract (gold and shares) is to execute the two contracts (natural resources management, renewable energy with telecom solution) signed with the Government of Mali with an extension of this integration of technology (energy/telecom/ebanking/farming) to the west, central african countries and all over the world wherever the financial model is efficient, therefore gold currency will reference the multicurrency support DGC (digital gold currency).

The Joint Lead Managers have not separately verified the information included in the Backgrounder. None of the Joint Lead Managers shall not decide, whether explicitly or implicitly, nor take responsibility for, the accuracy or completeness of any information relating to the Issuer contained in this obligation sales contract .

The seller and the buyer after signing this contract are both engaged unconditionally and irrevocably to respect all engagement of this contract.

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ABSTRACT

Transmitter/Seller

GITE SA, a subsidiary of ALTAFIRE Group Based in Luxembourg

Obligations Bonds carrying a fixed interest rate of 2.25% per annum payable on March 22 each year and for the first time March 12, 2019.

Amount of the Issuance

The nominal amount of the Issue is 6,000,000,000 euros.

Nominal value of the Bonds:

Converted Bond Gite SA :0,294 grams of gold (forex gold/euro=1070) gold bullion certified.

Special Drawing Right (SDR) for 0.888 671 grams of fine gold.

All transactions and transactions relating to special drawing rights are carried out through the Special Drawing Rights Department(IMF). All other transactions and transactions on behalf of the Fund authorized by or pursuant to these Articles of Incorporation shall be effected through the General Department. The transactions and transactions authorized by Section 2 of Article XVII are carried out through both the General Department and the Special Drawing Rights Department.

- either with a fixing of an ounce of gold in 1215 dollars, this issue will have a value

4,938,271 ounces of gold or deben (gold) 99203

- either with a fixing of an ounce of gold at \$ 1,500, this issuance will have a value

4,000,000 ounce of deben (gold) 80377.

Egyptian shat = 7.5 grams of gold a shat = 4.14 ounces gold

Issue Price (the "Issue Price")

The Issue Price will be 97,61%.

2.292% Interest Rate Yield

The yield is calculated at the Issue Date on the basis of the Issue Price and for a period of 5 years. This is not, and can not be considered as an indication of future performance.

Dated Bonds' maturity 21 March 2023.

Form of the Bonds

These obligations have four features:

1) as "American option", the investor may convert its loan to any time (American option) in digital (SKR <https://www.isin.net/skr/>) or physical gold or shares of GITE company.

2) The reference currency of this obligation of American option convertible will be gold with a fixing based on trading Forex (market forex is the market on which the said convertible currencies (currency pair) are traded against each other to exchange rates that vary continuously) for an ounce of gold.

3) parity bond / share = 100

If the investor decides to exercise its duty of conversion rights currency gold in action parity will be 1 share (1,000 euros) worth 100 bonds (100 * 10 euros).

The company will then make an issue of 13,33 millions new shares with an allocation of 45% of the shares (6 millions shares) to investors to exercise their share conversion option when they want but before 5 years.

The company is in the process of issuing bonds convertible currency gold in non-voting stock on a volume of 50 billions euros minimum depending on the stock market value of the gold on the forex (exemple pricing 1330 us dollars/once gives to the stock of Mali the value of 28 billions of euros, pricing of 13000 us dollars/once gives to the stock of Mali the value of 280 billions of euros). The total expected emission obligation gives value of 13,3 billions of euros to Gite SA, because of the forex value of the gold/euros and the gold stock value of Mali can move this value from 28 billions to 280 billions euros.

Gite SA company (convertible bond and share) values are directly indexed to gold value on Forex(Foreign exchange market for convertible currency). The convertible bond value is about 0,294 grams of gold (with the gold bullion certificate/SKR) at the gold/euro value of 1070 if the gold/euro value move to 10700, Gite SA value move to 133,3 billions of euros.

4) These bonds are issued to execute the signed contracts with the state of Mali and others states decided by the parties, by the way of a mix of technologies, an integration of new technologies for the future of Africa:

Energy/Telecom(BIG DATA)/ebanking/oil industry/water suply/agriculture/low cost building.

First step of this contract is the conversion of euros to gold bullion standard to secure the state, the investor, joint ventures and contracts.

41) On the management of Mali resources (oil, gold, diamond, natural gas, the exploration party, exploration, refining and monetization) through a joint management (60/40) with the state of Mali.(stock of mineral resources evaluate by the state 3600 billions).

The objective of this contract is to avoid gold devaluation and capital flight by borders which are difficult to control if gold is not monetized that's means connected to forex, gold bullion standard, DGC.

Those contracts will begin by buying and storage Gold in DGC (digital gold currency), Gold billions standard to secure the buyer (4,4 billions of euros).

42) On renewable energy (solar, biogas) and Telecom to develop agricultural production, processing of agricultural products.

Thermo solar technology (refinery) to produce and distribute electricity, water, hydrogen, oil product from organic waste or natural gas for west African country from Niger commercial platform (**African oil Niger**).

This technology brings state guaranty by the way of supplying water, electricity, biogas, hydrogen to the state.

43) to buy BMCE/Ecobank/UBA shares for an amount of 1 billions of euros.

44) to buy 45% of GITE SA shares for an amount of 600 millions of euros payable at signature to Altafire group in ecobank account or other bank.

The buyer after paying the total amount become a shareholder of GITE SA for 45% of its shares. For this Altafire group is:

- 1) engaged unconditionally and irrevocably to transfert/sell 100 % of the two contracts signed (Gold (PDRM) Energy (APEJ))with the government of Mali to GITE SA after receiving the payment by signing this contract.
- 2) engaged unconditionally and irrevocably to transfert/sell 100 % of the contract signed with NST NUM MSO for the thermo solar technology to GITE SA after receiving the payment by signing this contract.
- 3) engaged unconditionally and irrevocably to transfert/sell 100 % of the contract signed with the union of the coopératives in Sénégal MIFTAH (150 000 farmers) to GITE SA after receiving the payment by signing this contract.
- 4) engaged unconditionally and irrevocably to transfert/sell 100 % of the contract signed with Sitrom (in Senegal to manage waste with thermo solar technology) to GITE SA after receiving the payment by signing this contract.
- 5) Bringing the exclusivity from engineering shares SAS to develop telecom technology (Internet, TV, mobile and fixed phone) in Mali, the same than in Dubaï developed by ETISALAT or another technology.
- 6) engaged unconditionally and irrevocably to transfert/sell 100 % of the contract signed with EGAPT or other equivalent technology solution to GITE SA after receiving the payment by signing this contract. This contract bring the wallet technology solution to farmers, pension funds managements system, credit, transfert of money;
- 7) engaged unconditionally and irrevocably to bulding technology solution for individual and collective households with biogas/energy/telecom to GITE SA after receiving the payment by signing this contract. The demand is made with state guaranty of Senegal for state employees. This contract bring the study feasibility for low cost building in West Africa.
- 8) engaged unconditionally and irrevocably to develop energy and water solution from sea waves.

The Bonds will be issued in bearer form and represented by an obligation Temporary issued under new shape overall ("Form NGN") (The "Temporary Global Note"). This obligation Temporary Global be redeemed against a permanent global bond issued in form NGN (the "Permanent Global Note" and together with the Global obligation Temporary, the "Global Notes") on or after the date that should be 40 days after the Issue Date subject to certification U.S. economic nondétention. These Global bonds will be deposited with a

Common Conservative on behalf of Clearstream, Luxembourg and Euroclear on the Issue Date. The Global obligation Permanent is exchangeable for definitive Notes following, and accordance with the terms of the Permanent Global Bond and Conditions (1) the Permanent Global Note is held on behalf Clearstream, Luxembourg or Euroclear or another system règlement livraison relevant and that règlement/livraison system remains closed for a continuous period of 14 days (other than by reason of holidays, for statutory reasons or otherwise) or announces its intention to cease trading or shall, in fact, this way or (2) if the principal of one or more bonds is not set at the time this amount becomes due and payable. Conservative Common (common SafeKeeper) Clearstream, Luxembourg or Euroclear

Rank Bonds

The Bonds constitute direct, unconditional, unsubordinated (senior) and secured by one of the banks (BDM SA/ BOA BMCE, UBA) obligations of the Issuer, and will at all times the same rank (pari passu) and without preference among themselves and (Subject to the mandatory exceptions provided for by the laws and regulations applicable) equally (pari passu) as all other direct unsubordinated, unsecured and unconditional present or future, of the Issuer.

Lead Managers

(The "Joint Lead Managers")

BDM SA Mali /BOA BMCE

<https://www.sata.bank/en/home>

Ecobank Republic of Congo:

<http://www.ecobank.com/keyfigures.aspx?cid=74043>

Level 26d, Jumeirah Emirates Towers Shaikh Zayed Road

P. O. Box: 29926 Dubai - UAE

Phone: (971) 4 327 6996

Fax: (971) 4 327 6990

EMIRATE NDB

<https://www.emiratesnbd.com/en/>

LGT Bank Litschenstein (<https://www.lgt.li/en/>)

principal paying agent (the "Principal Paying Agent")

Admission agent (the "Listing Agent")

LGT Bank (<https://www.lgt.li/en/>)

rating:

the guarantee of the banks and state, therefore, its rating allows a notation of this

obligation convertible gold currency in shares and we are co-management with the state of Mali with the guarantees of the state. These bonds will be initially converted to Gold on a bank account support which can be converted into the currency of our choice, of currencies making parts of special drawing rights (SDRs or SDR)

- US dollar
- Euro
- Sterling
- yen
- yuan

Over all convertible and nonconvertible currencies. We have therefore a multi conversion tool for digital international currency. We set up a multi-tool and choose the currency that we most interested in evolutionary trend of the course.

A rating is not a recommendation to buy, sell or hold the Bonds and is likely to stay, degradation or withdrawal at any time by the relevant rating agency.

Applicable right

Luxembourg

competent courts

District Court of Luxembourg

TERMS AND CONDITIONS OF THE BONDS

GITE SA Luxembourg, Altafire Group

("Issuer") has decided march 21, 2018 to issue bonds

("Bonds") for a nominal amount of 6,000,000,000 euros.

The terms and conditions described below are the terms of the Bonds ("Terms and Conditions" or "Condition"). These Terms and Conditions will be incorporated by reference in the Global Bonds or, if necessary, backed or attached to the Bonds.

Any reference to the Bonds must be understood as a reference:

each EUR 10 unit, 0,294 gr of gold (forex gold/euro 1070), as regards the shown Bonds by a temporary global bond issued in a new form ("Form (The "Temporary Global Note"). This Temporary Global be redeemed against a permanent global bond issued in Shape NGN (the "Permanent Global Bond" and together with the Global Note Temporary, the "Global Bonds" and individually the "Obligation Global ") on or after the date should be 40 days after the date Issue subject to certification economic nondétention this Global Note.

The financial service of the Bonds will be provided by the Principal Paying Agent pursuant to an agency agreement (paying agency agreement) to concluded between the Issuer and the Principal Paying Agent (the "Service Agreement Financial "). Current or future bondholders (the "Bondholders") will deemed to have full knowledge of the terms of the Service Agreement Financial, a copy will be given to them during the hours normal opening, the office of the Principal Paying Agent located at LGT bank in Dubai or other decided by the two parties.

Words and expressions defined in the Agency Agreement will have the same meaning as those used in these Terms and Conditions unless the context requires that they be heard or otherwise unless stated expressly.

1. Form, denomination, title and rank of the Bonds

1.1. Form, Denomination and Title.

The Bonds are issued in the form of bearer shares with a nominal value EUR 10 each converted into gold in an metal account LGT Bank (<https://www.lgt.li/en/>) with a **guarantee of one of the bank (BDM SA /BOA BMCE , UBA) for Capital+interest 6%/year and after of the states on which the funds will be invested**. The bonds will be represented initially by a Temporary Global Note issued in NGN form.

The Temporary Global Note will be exchangeable against one Bond Global Permanente issued in NGN form to or after the date that should be 40 days after the Issue Date subject to certification U.S. economic nondétention A Global Note will be issued. This Global Note will be deposited at the Issue Date with the Registrar Common on behalf of Clearstream, Luxembourg and Euroclear.

When Bonds will be represented by the Global Note, the interests of the Bondholders will be represented by the references in records of Clearstream, Luxembourg and Euroclear.

The interest in a Global Note will not, as long as this Global bond is held by or on behalf of Clearstream, Luxembourg and / or Euroclear, transferable only in accordance with provisions and application procedures at Clearstream, Luxembourg and / or Euroclear.

As long as the Notes are represented by a Global Note held by or on behalf of Clearstream, Luxembourg and / or Euroclear, any person (other than Clearstream, Luxembourg or Euroclear) that is registered in the books of Clearstream, Luxembourg or Euroclear as holder of a particular nominal amount of Bonds will be treated by the Issuer and the Principal Paying Agent as the holder of the nominal amount Bonds determined for all purposes other than those related to the payment of principal and interest on the nominal amount determined

Bonds for which the bearer of the Global Note will be treated the Issuer and the Principal Paying Agent as the holder of that amount Nominal Bonds determined agree to Terms and Conditions Bond Global concerned and the terms "Bond" and " bondholders "must be understood in that sense.

The Permanent Global Note is exchangeable for definitive Notes Next, and in accordance with the terms of the Global Note Permanent and Conditions (1) the Permanent Global Note is held on behalf of Clearstream, Luxembourg or Euroclear or other relevant règlementlivraison system and that the system of règlementlivraison remains closed for a continuous period of

14 days (Otherwise than by reason of holidays, for statutory reasons or otherwise) or announces its intention to cease activity or conduct, as the facts in this way or (2) if the principal of one or more Obligations is not settled at the time the amount becomes due and payable.

1.2. Ranking of the Bonds.

The Bonds constitute direct, unconditional, unsubordinated (senior) and unsecured obligations of the Issuer, and will at all times the same rank (pari passu) and without preference among themselves and (Subject to the mandatory exceptions provided for by the laws and regulations applicable) equally (pari passu) as all other direct unsubordinated, unsecured and unconditional present or future, of the Issuer.

2. Interest

2.1. General. Bonds shall bear interest on the basis of its nominal amount from the Issue Date and will cease to bear interest after its Maturity Date (as such term is defined in Condition 4.1) (subject to the application of the provisions of Condition 2.2 below) unless the repayment of principal is improperly withheld, delayed or refused on that date. In this case, the relevant Obligation continue to bear interest at an annual interest rate equal to 2.25% up (But excluding) the earlier of two dates: (i) the date all amounts due on that date under the relevant Obligation will received by or on behalf of the relevant Bondholder; or (ii) the date on which the Principal Paying Agent has received all amounts due under all obligations and has informed the Bondholders in accordance with Condition 11 "Notices".

2.2. interest payment dates.

Interest will be payable annually in arrears on March 21 of each year (each date corresponding component for the purposes of these Terms and Conditions a "Payment Date" and each twelve (12) months March 21 (inclusive) to 21 May of the following year (excluded) providing for purposes of these Terms and Conditions an "Interest Period" except the first Interest Period, which begins at the Issue Date (included) it being specified that last ate Payment will be the Maturity Date (as that term is defined in Condition 4.1) (or, if applicable, any date prior to which the Issuer has repaid the bonds in their all paid and all interest due to Bondholders under the Bonds)). The Payment Date does not coincide with a Business Day, payment will automatically postponed to the next Business Day as stipulated in the Condition

3.3 "Payment on Working Days."

For the purposes of the present Terms and Conditions, "Business Day" means any day (other than a Saturday or Sunday) on which (i) banks are open Luxembourg and (ii) the Trans European Automated Realtime Gross Settlement 2 Express Transfer (TARGET2) System works; any reference in these Terms and Conditions at any given time means a reference to Luxembourg time unless otherwise specified.

2.3. Interest rate, interest amount.

The Bonds will bear interest at a fixed annual rate of 2.25%. Interest due under the Notes will be, for each Interest Period, calculated by the Principal Paying Agent in applying the interest rate to the nominal amount and multiplying this amount by:

(A) when the Interest Period is equal to or shorter than the period Regular (as defined below) in which it occurs, the number exact of days of that Interest Period divided by the product (1) exact number of days in this Regular Period and (2) the number of Regular periods in each year; and (B) if the Interest Period is longer than the regular period, the sum of:

(X) the exact number of days in the Interest Period elapsed during Regular period during which she began divided by the product of (1) the exact number of days in the Regular Period and (2) the number of Regular periods in each year; and (y) the exact number of days in the

Interest Period elapsed during the next Regular Period divided by Product (1) the exact number of days in the Regular Period and (2) number of Regular Periods in each year (known as " actual / actual "ICMA). The "Regular Period" means the period from the Issue Date (included) until the first Payment Date (exclusive) and each subsequent period a Payment Date (including) the Next Payment Date (excluded).

3. Payments:

3.1. Method of payment.

The seller and the buyer after signing this contract are both engaged unconditionally and irrevocably to respect all engagement of this contract.

The seller and the buyer will choose a bank to put the funds.

The seller propose BDM SA, Ecobank, UBA for the transfert of his contracts to GITE SA.

The payment of principal and interest due under the Notes will be performed by transferring or crediting funds to an account denominated in euro (or any other account on which such transfer or credit in euro can be done). This payment will be in any case comply with the tax provisions or any other legal or regulatory provisions that would be applicable, subject to the provisions of Condition 5 ' tax and regulatory change. " Neither the Issuer nor the Agent Principal Paying be liable visàvis Bondholders or any other person for any costs, fees, losses or other expenses related or resulting from the transfer in euros or currency conversions or rounded which would be linked to it.

3.2. Global Note. The due principal payment and interest related with Bonds represented by a Global Note will be performed as specified in the Global Note. A registry each payment made, differentiating payment and due principal interest will be registered, pro rata in the records maintained by Clearstream, Luxembourg and / or Euroclear on the instructions of the Principal Paying Agent and This entry in the records of Clearstream, Luxembourg and / or Euroclear constitute proof that the payment was made.

The holder of a Global Note will be the only person authorized to receive payments in connection with the obligations represented by a Global Note and the Issuer shall be deemed to have fulfilled its obligations in respect of each amount paid or to the attention of holder of the Global Note. Each of the persons mentioned in the records of Clearstream, Luxembourg or Euroclear as the Economic holder a specified amount of Bonds represented a Global Note may be aimed at only Clearstream, Luxembourg Euroclear and, as applicable,

for the part of the payment made by the Issuer or to the attention of the holder of the Global Note rightful.

3.3. Payment on Working Days. If the date of payment of a sum in principal or interest in relation to an obligation is not a Day Crafted, the Bondholder will be entitled to payment of this sum (in principal or interest) that the next Business Day (and not be entitled to any other interest or other amounts due to the deadline)

4. Redemption at maturity, early redemption and buyback

4.1. Redemption at maturity. Each Bond will be refunded 21 march 2023 (the "Maturity Date") at par (the "Amount Redemption at Maturity ").

4.2. Early redemption for taxation reasons. The Bonds will be redeemed by the Issuer in whole, not in part, at any time, provided that a notice of redemption is notified to the attention of the Agent Principal Paying and Bondholders (notice shall be irrevocable) in accordance with Condition 11 "Notice" below, no earlier than sixty (60) days and not later than thirty (30) days before the date fixed for refund if:

(I) at the next Payment Date, the Issuer is or will be subject to the obligation to pay the increases provided by Condition 5 result a change or amendment of laws and regulations

Luxembourg or a change in the application of these laws and regulations become effective on the date of the Issue Date or after this one; and No obligations:

(li) the issuer can not reasonably and provided that the notice reimbursement be given at the earliest ninety (90) days before the first date on which the Issuer is subject to the obligation to pay these additional amounts. Before publication of a notice in accordance with

this Condition, the Issuer shall deliver to the Principal Paying Agent a certificate stating that the Issuer is entitled to make such repayment and setting out the facts showing that the conditions in which the Issuer may redeem are met, together with a notice legal and independent counsel acknowledged that the Issuer is or will be subject to the obligation to pay amounts additional as a result of such change or modification of such. The and Bonds will be redeemed at Amount Redemption at maturity plus any interest to the date of reimbursement and fixed (excluded).

4.3. Redemptions. The Issuer may at any time redeem to any cost of all or part of the Bonds on the market or Outside of the latter, provided that the redemption in whole or part of Bonds will be in accordance with applicable law. If redemptions are carried out by way of offer, the offer must be sent to all Bondholders.

Information regarding the number of Bonds redeemed and the number of those outstanding, may be obtained in the premises of the Paying Agent Main . The repurchased Bonds may at the option of the Issuer, be held, reissued, resold or delivered to the Principal Paying Agent for cancellation.

4.4. Cancellation. The repurchased Bonds delivered to the Paying Agent Principal for cancellation pursuant to Condition 4.3 will not be able be reissued or resold.

5. Taxation and regulatory change

5.1. Additional amounts. In the event that the interest payment or the repayment of principal owed by the Issuer under a any of the Bonds is subject, under the legislation Luxembourg, a deduction or withholding in respect of any tax, right, charge or fee, present or future, of any nature whatsoever (the " Taxes "), the Issuer undertakes to increase, to the extent permitted by law, the payment or reimbursement of additional amounts so Bondholders receive, notwithstanding the deduction that levy or said retaining the full amount that would have been paid to them under these obligations without taking or withholding.

If it is necessary that a paying agent is appointed in a country, the Issuer agrees to appoint an additional paying agent.

5.2. 5.1 Requirement does not apply when (i) such withholding or deduction at source is made pursuant to Directive 2003/48 / EC of 3 June 2003 on the taxation of income Savings (the "Savings Directive") in the form of interest payments or in accordance with any law or regulation implementing or using implement this Directive (including agreements concluded by each member the European Union with several dependent or associated territories, the European Union, to apply similar measures to those under the Savings Directive or any law or regulation transposing or implementing these agreements) or (ii) where that levy or withholding is done according to the law of 23 December 2005 as amended by the Act of 17 July 2008 (and that such legislation may be amended or replaced in the future).

6. Case Early repayment.

All amounts owed by the Issuer to the Noteholders will become immediate and full fee for an amount of prepayment (corresponding to 100% of the nominal value of obligations which adds interest accrued until the date of payment) upon written notification of any Noteholder addressed to the Principal Paying Agent with copy to the Issuer by registered letter with acknowledgment of receipt, without the need for prior notice, if one of the following events occur (each an "Event of Default Early "):

(A) the failure to pay on its date

(B) failure by the Issuer to any repayment for more than fourteen (14) calendar days regarding the interest payable by the Issuer under any obligation including the payment of the amount additional accordance with Condition 5 "Taxation and regulatory change '). other provision of these Terms and Conditions if, in the event that it is clearly not impossible remedy the infringement, it is not to cure such breach within a within ninety (90) calendar days of receipt by the Issuer or the Principal Paying Agent a written notice thereof breach.

7. Representation of the Bondholders.

The rules regarding representation are Bondholders listed in Appendix 5 of the Agency Agreement and are an integral part this Backgrounder. Bondholders may obtain copies of these rules to the Principal Paying Agent, which will keep them at any time provision of Bondholders.

8. Minor changes and corrections.

The Issuer and the Principal Paying Agent may, without the consent of Bondholders change:

(A) the Agency Agreement as regards the provisions which are without prejudice to the Bondholders; or (B) the Terms and Conditions or the Agency Agreement with regards any change in format or any minor change purely technical purposes or to correct obvious errors or indeed to comply with legal and / or regulatory Luxembourg. Such modifications or corrections can be invoked Bondholders and the Bondholders shall be notified as soon as possible in accordance with Condition 11 "Notices".

9. Prescription

Complaints filed against the Issuer in order to obtain the payment of principal under the Bonds shall be prescribed and non avenues to the expiration of ten (10) years from the date Maturity.

Complaints filed against the Issuer in order to obtain the interest payments under the Notes will be prescribed to the expiry a period of five (5) years from the Maturity Date.

10. Free transferability of the Bonds.

When the buyer decides he can be deliver his gold completely or for a part of the bond contract.

The total amount delivery will be discount from the total capital emission ((3) parity obligation / share = 100 (6 millions shares)). .

Subject to the implementation of legislation and regulations regarding transferability of the Bonds, the bonds will be freely transferable. The gold currency can be convertible into the currency wanted by the buyer.

Any notice or notification addressed to the Issuer shall be sent to him the following address:
GITE Luxembourg SA, Luxembourg, Grand Luxembourg

the seller,

Mr Alain THOMAR
President Altafire Group
Gite SA

the buyer,

Mr