



RUSORO MINING LTD.

Condensed Interim Consolidated Financial Statements

For the three months ended March 31, 2025 and 2024
(Unaudited - Expressed in thousands of US Dollars)

Notice of Disclosure of Non-auditor Review of the Condensed Interim Consolidated Financial Statements for the Three Months Ended March 31, 2025 and 2024

Pursuant to National Instrument 51-102 *Continuous Disclosure Obligations*, part 4, subsection 4.3(3)(a) issued by the Canadian Securities Administrators, if an auditor has not performed a review of the interim financial statements, they must be accompanied by a notice indicating that the interim financial statements have not been reviewed by an auditor.

The accompanying unaudited condensed interim consolidated financial statements of Rusoro Mining Ltd. for the interim periods ended March 31, 2025 and 2024, have been prepared in accordance with International Accounting Standard 34 *Interim Financial Reporting*, as issued by the International Accounting Standards Board, and are the responsibility of management.

The independent auditors, BDO Canada LLP, have not performed a review of these unaudited condensed interim consolidated financial statements.

June 4, 2025

RUSORO MINING LTD.
Condensed Interim Consolidated Statements of Financial Position
(Unaudited - Expressed in thousands of US Dollars)



	Note	March 31, 2025	December 31, 2024
		\$	\$
ASSETS			
Current			
Cash		496	759
GST recoverable		6	10
Prepays		54	11
Total assets		556	780
LIABILITIES			
Current			
Accounts payable and accrued liabilities	5, 12	21,618	20,816
Loan payable	8	78,033	75,584
Decommissioning and restoration provision	7	27,302	18,231
Derivative financial liability	6	50,423	42,356
Litigation funding agreement	15	21,988	21,995
Promissory notes payable	9	4,070	4,072
Total liabilities		203,434	183,054
SHAREHOLDERS' DEFICIENCY			
Issued capital	10	745,400	745,400
Contributed surplus		66,913	66,913
Deficit		(995,522)	(974,918)
Total shareholder's deficiency attributable to the Company		(183,209)	(162,605)
Non-controlling interests		(19,669)	(19,669)
Total shareholders' deficiency		(202,878)	(182,274)
Total liabilities and shareholders' deficiency		556	780

Nature of operations (Note 1)

Basis of presentation and going concern assumption (Note 2)

Contingencies (Note 16)

Approved and authorized for issue on behalf of the Board of Directors:

/s/ "Andre Agapov"

Director

/s/ "Gordon Keep"

Director

The accompanying notes are an integral part of these condensed interim consolidated financial statements.

RUSORO MINING LTD.
Condensed Interim Consolidated Statements of Loss and Comprehensive Loss
(Unaudited - Expressed in thousands of US Dollars, except number of shares)



		Three months ended March 31, 2024 (restated - Note 18)	
	Note	March 31, 2025	
		\$	\$
Operating expenses			
General and administrative	11	1,023	865
Foreign exchange (gain) loss		2	(168)
Total operating expenses		1,025	697
Operating expenses			
Other items			
Other income		-	(236)
Interest on convertible loan		-	3,186
Interest (income) expense on gold sale contract	6	557	(37)
Loss on revaluation of gold sale contract	6	7,510	4,618
Change in amortized cost	8, 9	2,441	887
Change in decommissioning and restoration provision	7	9,071	1,078
		19,579	9,496
Net loss and comprehensive loss		20,604	10,193
Attributable to:			
Equity shareholders of the Company		(20,604)	(10,193)
Loss per share:			
Basic and diluted		(0.03)	(0.02)
Weighted average number of shares outstanding – Basic and diluted		616,157,732	578,149,800

The accompanying notes are an integral part of these condensed interim consolidated financial statements.

RUSORO MINING LTD.**Condensed Interim Consolidated Statements of Changes in Shareholders' Deficiency**

(Unaudited - Expressed in thousands of US Dollars, except for per share amounts)



	Number of Shares	Share Capital	Contributed Surplus	Deficit	Non-Controlling Interests	Shareholders' Deficiency
Balance, December 31, 2023	577,681,856	740,273	68,800	(934,207)	(19,669)	(144,803)
Exercise of share options	150,000	9	-	-	-	9
Exercise of warrants	3,126,496	313	-	-	-	313
Net loss and comprehensive loss for the period	-	-	-	(10,193)	-	(10,193)
Balance, March 31, 2024	580,958,352	740,595	68,800	(944,400)	(19,669)	(154,674)
Exercise of share options	26,925,000	4,194	(1,887)	-	-	2,307
Exercise of warrants	8,274,380	611	-	-	-	611
Net loss and comprehensive loss for the period	-	-	-	(30,518)	-	(30,518)
Balance, December 31, 2024	616,157,732	745,400	66,913	(974,918)	(19,669)	(182,274)
Net loss and comprehensive loss for the period	-	-	-	(20,604)	-	(20,604)
Balance, March 31, 2025	616,157,732	745,400	66,913	(995,522)	(19,669)	(202,878)

The accompanying notes are an integral part of these condensed interim consolidated financial statements.

RUSORO MINING LTD.
Condensed Interim Consolidated Statements of Cash Flows
(Unaudited - Expressed in thousands of US Dollars)



	Three months ended March 31, 2024 (Restated - Note 18)	
	2025	
	\$	\$
Operating activities:		
Net loss for the period	(20,604)	(10,193)
Adjustments for items not involving cash:		
Interest expense (income) on gold sale contract	557	(37)
Interest on convertible loan	-	3,186
Other income	-	(236)
Change in amortized cost	2,441	887
Change in decommissioning and restoration provision	9,071	1,078
Loss on revaluation of gold sale contract	7,510	4,618
Changes in non-cash working capital items	762	562
Cash used in operating activities	(263)	(135)
Financing activities:		
Proceeds on share options exercised	-	9
Proceeds on warrants exercised	-	313
Cash received from financing activities	-	322
Change in cash	(263)	187
Cash, beginning of period	759	1,857
Cash, end of period	496	2,044

The accompanying notes are an integral part of these condensed interim consolidated financial statements.

1. NATURE OF OPERATIONS

Rusoro Mining Ltd. (the "Company" or "Rusoro") was incorporated under the laws of the province of British Columbia on March 1, 2000. The registered office of the Company is 3200-650 West Georgia Street, Vancouver, British Columbia, Canada and the corporate headquarters is located at 3123-595 Burrard Street, Vancouver, British Columbia, Canada. The principal business activities of the Company are the operation, acquisition, exploration and development of gold mining and mineral properties.

The Company received mining concessions in the Bolivarian Republic of Venezuela ("Venezuela") for the exploration, development and exploitation of alluvial and vein gold. Until March 14, 2012, the Company owned two producing gold mines in Venezuela. It held a 95% ownership interest in the Choco 10 mine (the "Choco Mine") which was acquired on November 30, 2007 and a 50% ownership interest in the Isidora mine (the "Isidora Mine") which was acquired on December 23, 2008. The Company operated the Isidora Mine under a joint venture agreement with the Venezuelan government (Note 14).

On September 16, 2011, the Venezuelan government, through publication in the Official Gazette of Venezuela, enacted a law-decree (the "Decree") reserving the government of Venezuela exclusive rights over the extraction of gold in Venezuela (the "Nationalization"). The Decree mandated the expiration of all mining concessions held by the Company and their reversal to the Venezuelan government except for those in which the Company and the Venezuelan government agree to continue operating jointly in the form of a mixed-interest enterprise (the "Mixed Enterprise") and in which the Company could not own more than a 45% share participation.

The Company was unable to agree with the Venezuelan government upon the terms and conditions of the migration of its mining assets to the Mixed Enterprise within the designated time periods. Therefore, effective March 14, 2012, in accordance with the procedures outlined in the Decree, all of the Company's mining concessions expired by force of the Decree and all of its assets and operations reverted to the Venezuelan government who took possession and control of the assets and operations in accordance with Venezuelan law, thereby becoming the new operator and employer.

Management determined the Company's sole recourse was to file a Request for Arbitration under the Additional Facility Rules of the International Centre for Settlement of Investment Disputes ("ICSID") against the government of Venezuela alleging violations of the provisions of the Bilateral Treaty for the Protection of Investments entered between the governments of Canada and Venezuela (the "Treaty"). This request was filed on July 17, 2012. The Treaty provides that the Venezuelan government must pay a fair, prompt, and timely compensation to the Company as a result of the Nationalization. In parallel, the Company continued to seek an amicable resolution with the Venezuelan government.

In June 2012, the Company entered into a Creditors and Shareholders Agreement (the "CSA") with significant equity holders and creditors who agreed not to take any steps or actions to exercise their rights and remedies against the Company until the expiration of a standstill period, subject to various clauses.

Also in June 2012, the Company entered into a litigation funding agreement (the "Litigation Funding Agreement") with a subsidiary (the "Funder"), of the Calunius Litigation Risk Fund LP (the "Fund"). Calunius Capital LLP is the exclusive investment advisor to the Fund, which specializes in funding commercial litigation and arbitration claims. Under the terms of the Litigation Funding Agreement (Note 15), the Funder agreed to assist in the funding of Rusoro's legal costs in relation to the international arbitration proceedings against the Republic of Venezuela (the "Respondent" or "Venezuela") on a non-recourse basis. Rusoro continued to have complete control over the conduct of the international arbitration proceedings, insofar as the proceedings relate to the Company's claims, and continued to have the right to settle with the Respondent, discontinue proceedings, pursue the proceedings to trial and take any action Rusoro considers appropriate to enforce judgment.

The Litigation Funding Agreement provides contingent consideration to the Funder and other select parties as described in Note 15 and resulted in an amendment to the terms of the Gold Sale Contract adding an annual interest rate of 11% (Note 6).

On August 22, 2016, the Arbitral Tribunal ("Tribunal") operating under the ICSID Additional Facility Rules, awarded ("the Award") the Company compensation of \$967.77 million plus pre and post award interest which combined equates to in excess of \$2.06 billion as of December 31, 2024. No value has been accrued for the Award as at December 31, 2024, as the ultimate receipt, final settlement amount and the timing of the receipt of the Award is uncertain.

1. NATURE OF OPERATIONS (continued)

In its Award, the Tribunal upheld the Company's claims that Venezuela breached its obligations under the Treaty by unlawfully expropriating the Company's investments without paying compensation and by imposing certain restrictions on the export of gold. As a result of these breaches, the Tribunal ordered Venezuela to pay compensation of \$967.77 million as of the date of the expropriation (September 16, 2011), together with interest accrued between that date and the date of actual payment, calculated at a rate per annum equal to US\$ Libor for one-year deposits, plus a margin of 4%, to be compounded annually. The amounts awarded must be paid net of any taxes imposed by Venezuela. The Tribunal also ordered Venezuela to contribute \$3.3 million towards Rusoro's costs in the arbitration.

In October 2016, Rusoro received notice that the Bolivarian Republic of Venezuela ("Venezuela") had brought an application before the Paris Court of Appeals to set aside ("recours en annulation") the Award, which was filed by Venezuela in 2017. Rusoro had instructed Freshfields Bruckhaus Deringer and Teynier Pic to represent it in these proceedings, with the support of a special correspondent.

In December 2017, the Company amended its Litigation Funding Agreement and was provided with additional litigation funding of \$7 million, which is intended to continue the Company's efforts to enforce the Award.

In October 2018, the Company executed a settlement agreement ("Settlement Agreement") with the Venezuelan government whereby the parties agreed that the Company would receive over \$1.28 billion in monthly instalments through 2023 in exchange for the Company's mining data and full release of the Award. Under the Settlement Agreement, the Venezuelan government agreed to pay an initial payment of \$100 million in November 2018, and upon completion of this initial payment, the Company would suspend legal enforcement of the Award and deliver the Company's mining data to the Venezuelan government. The Company would be entitled to resume legal enforcement of the Award if payment due under the Settlement Agreement is not received by the Company within the periods provided, and the Company is able to terminate the Settlement Agreement under certain default scenarios. The Venezuelan government retained the right to continue proceedings to set aside the Award at the seat of arbitration in Paris.

As at March 31, 2025 and the date of this report, the Company has not received the payment of \$100 million.

In September 2021, the Supreme Court of the State of New York granted the Company's motion to enter a default judgment for \$100 million plus interest in favor of Rusoro against Venezuela for breach of the Settlement Agreement dated October 5, 2018 (with further interest at the statutory rate of 9% per annum from the date of judgment to the date of payment). Rusoro will take the necessary steps to enter the order as a judgment, serve it on Venezuela, and vigorously pursue its payment or enforcement as partial payment for the unlawful expropriation of its investments in Venezuela.

In January 2019, the Paris Court of Appeals partially annulled the Award (the "French Court Decision"). Whilst the Paris Court of Appeals upheld the tribunal's finding on the merits that Venezuela is liable for the unlawful expropriation of the Company's investments, it annulled the Award's finding on damages. The French Court Decision did not seek to determine the damages that Venezuela must pay to the Company for its breach of the Treaty.

In March 2021, the French Supreme Court overturned the French Court Decision, therefore reinstating the arbitral Award in full and will allow the Company to continue to vigorously pursue recognition and enforcement of the Award.

In September 2021, Venezuela voluntarily dismissed its appeal of the Award judgment rendered by the U.S. District Court in Washington DC in favor of Rusoro, and against Venezuela.

On July 7, 2023, the U.S. Court of Appeals for the Third Circuit ruled that various parties holding judgments against Venezuela, including Rusoro, were entitled to enforce their judgments against property owned by a subsidiary of Petroleos de Venezuela ("PDVSA"), on the grounds that PDVSA was the corporate alter-ego of the Venezuelan state. On this basis, the U.S. District Court for the District of Delaware commenced a sale process on October 23, 2023 whereby the shares of PDV Holding ("PDVH"), a company 100% owned by PDVSA and the indirect owner of CITGO Petroleum Corporation, are to satisfy the judgments of various creditors holding judgments against Venezuela, including Rusoro. Venezuela and PDVSA asked the U.S. Supreme Court to review this ruling, and on January 8, 2024, the Supreme Court denied the petition for certiorari filed by Venezuela and PDVSA. This means that the Third Circuit's ruling authorizing issuance of writs of attachment against the shares of PDVH in satisfaction of creditors' judgments is final and unappealable.

1. NATURE OF OPERATIONS (continued)

On January 8, 2024, the Delaware court designated certain of the judgment creditors in the case, including Rusoro, to be "Additional Judgment Creditors", meaning that they are entitled to share in the proceeds of the sale of the PDVH shares when they are auctioned, subject to a waterfall established by order of the Delaware court. In March 2025, Rusoro agreed to join a Consortium together with Gold Reserve Ltd., Koch Minerals SARL and Koch Nitrogen International SAR to submit a credit bid to purchase 100% of the PDVH Shares. The consortium's bid was not selected as the stalking horse.

Topping bids, intended to increase the purchase price for the PDVH shares, are to be submitted in June 2025. Prior to submitting any final bid, Rusoro shall, among other things, obtain all necessary and advisable consents and approvals of its stakeholders. The sale hearing is scheduled to take place in July 2025, and the transaction will proceed to closing following the Delaware court's issuance of a sale order.

2. BASIS OF PRESENTATION AND GOING CONCERN ASSUMPTION

a) Statement of compliance

The condensed interim consolidated financial statements (the "financial statements") were authorized for issue by the Board of Directors on June 4, 2025.

These financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS Accounting Standards") as issued by the International Accounting Standards Board and interpretations of the International Financial Reporting Interpretations Committee applicable to the preparation of condensed interim financial statements including International Accounting Standard 34 Interim Financial Reporting. These financial statements do not include all disclosures required for annual audited financial statements. Accordingly, they should be read in conjunction with the notes to the Company's audited financial statements for the years ended December 31, 2024 and 2023 (the "Annual Financial Statements").

b) Basis of presentation

The financial statements have been prepared using the historical cost basis, except for certain financial assets and liabilities which are measured at fair value, as specified by IFRS Accounting Standards, as well as information presented in the condensed interim consolidated statements of cash flows.

c) Going concern assumption

In assessing whether the going concern assumption is appropriate, management considers all available information about the future, which is at least, but is not limited to, twelve months from the end of the reporting period. Management is aware in making its assessment, of material uncertainties related to events or conditions, such as those described above and herein, that may cast significant doubt upon the Company's ability to continue as a going concern.

In March 2012, in accordance with the procedures outlined in the Decree, 100% of the Company's Venezuelan mining concessions expired by force of the Decree and the Company's assets and operations reverted to the Venezuelan government.

Under these circumstances, the Company maintains the position that the application of the going concern assumption is still appropriate, as courses of action have been identified and acted upon which will increase the likelihood of the Company's ability to repay its loan and its other liabilities as follows:

- 1) The Company retains the right to seek reinstatement of the Award, including fair compensation paid to the Company, which will be sufficient for the Company to repay all its outstanding liabilities, if the payments under the Settlement Agreement are not received as provided in the agreement;
- 2) In June 2012, the Company entered into the Litigation Funding Agreement whereby the Funder agreed to assist in the funding of Rusoro's legal costs in relation to the international arbitration proceedings against Venezuela on a non-recourse basis and funding of the Company's expected operating expenditures, which was further amended in December 2017 and April 2019 for up to \$7 million, for an aggregate total of \$17 million;
- 3) Related to the Litigation Funding Agreement, the Company entered into the CSA with significant equity holders and creditors who agreed not to take any steps or actions to exercise their rights and remedies against the Company until the expiration of a standstill period, subject to various clauses; and
- 4) In October 2018, the Company executed the Settlement Agreement with the Venezuelan government whereby the parties agreed that the Company would receive over \$1.28 billion, including an initial \$100 million to be paid.

2. BASIS OF PRESENTATION AND GOING CONCERN ASSUMPTION (continued)

There are material uncertainties surrounding the Nationalization, Award and Settlement Agreement (Note 1), including, but not limited to the timing and/or form of any compensation related to the Award or ultimate receipt of payments pursuant to the Settlement Agreement. Management is making efforts to work with vendors and potential creditors not covered by the CSA to have them forbear on demanding currently due amounts while it pursues the above-mentioned courses of action. There is, however, no assurance that the sufficient sources of funding described above will be available to the Company, that they will be available on terms and a timely basis that are acceptable to the Company, or that the Company will be able to secure additional funding.

These financial statements have been prepared on the basis of a going concern, which assumes that the Company will realize its assets and discharge its liabilities in the normal course of business. As at March 31, 2025, the Company had a net working capital deficiency of \$202,878. These financial statements do not reflect the adjustments to the carrying values of assets and liabilities, the reported expenses and the statements of financial position classifications used that would be necessary should the Company be unable to continue as a going concern. These adjustments could be material.

d) Functional and presentation currency

The financial statements are presented in United States dollars ("US dollar" or "USD"). The functional currency is the currency of the primary economic environment in which an entity operates. References to "BsS" are to Venezuelan Bolivars.

e) Basis of consolidation

These financial statements include the financial information of the Company and entities controlled by the Company. These financial statements include the financial statements of the Company, its subsidiaries, and joint arrangements. Intercompany balances and transactions, including any unrealized income and expenses arising from intercompany transactions, are eliminated in preparing the financial statements.

The principal subsidiaries, joint arrangements, and the Company's ownership interests therein, are as follows:

Company	Location	Ownership interest	Status
Promotora Minera de Guayana, P.M.G., S.A.	Venezuela	95%	Consolidated
Minera Venrus C.A.	Venezuela	50%	Proportionate Share
Minera Rusoro Venezolana C.A.	Venezuela	50%	Proportionate Share
El Callao Gold Mining Company de Venezuela S.C.S.	Venezuela	50%	Proportionate Share
Proyectos Mineros del Sur, PROMINSUR, C.A.	Venezuela	100%	Consolidated
Corporacion Aurifera de El Callo, C.A.	Venezuela	100%	Consolidated
Corporacion Minera Choco 9 C.A.	Venezuela	100%	Consolidated
Corporacion 80.000 C.A.	Venezuela	100%	Consolidated
Lamin Labores Mineros C.A.	Venezuela	100%	Consolidated
Mineria MS C.A.	Venezuela	100%	Consolidated
General Mining de Guayana C.A.	Venezuela	100%	Consolidated
Krysos Mining S.A.	Venezuela	100%	Consolidated
Inversiones Yuruan C.A.	Venezuela	100%	Consolidated
Venezuela Holdings (BVI) Ltd	British Virgin Islands	100%	Consolidated

Non-controlling interests in the net assets of consolidated subsidiaries are identified separately from the Company's equity therein. Similarly, non-controlling interests in the components of comprehensive income (loss) are identified separately. Non-controlling interests consist of the amount of those interests at the date of the original business combination and the non-controlling interests' share of changes in equity since the date of the combination. A 5% non-controlling interest exists in Promotora Minera de Guayana, P.M.G., S.A. ("PMG"), which represents the outside interest's share of the carrying value of PMG, which owns the Choco Mine

3. MATERIAL ACCOUNTING POLICIES

The same accounting policies and methods of computation are followed in these financial statements as compared with the Annual Financial Statements.

4. SIGNIFICANT JUDGMENTS AND SOURCES OF ESTIMATION UNCERTAINTY

The preparation of financial statements under IFRS Accounting Standards requires management to make judgements in applying its accounting policies and estimates that affect the reported amounts of assets and liabilities at the period end date and reported amounts of expenses during the reporting period. Such judgements and estimates are, by their nature, uncertain. Actual outcomes could differ from these estimates.

The impact of such judgements and estimates are pervasive throughout these financial statements and may require accounting adjustments based on future occurrences. These judgements and estimates are continuously evaluated and are based on management's experience and knowledge of the relevant facts and circumstances. Revisions to accounting estimates are recognized in the period in which the estimate is revised and are accounted for prospectively.

In preparing these financial statements, the Company applied the same significant judgements in applying its accounting policies and is exposed to the same sources of estimation uncertainty as disclosed its Annual Financial Statements.

5. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

	March 31, 2025	December 31, 2024
	\$	\$
Accounts payable and accrued liabilities	15,243	14,716
Due to related parties (Note 12)	6,375	6,100
	21,618	20,816

6. DERIVATIVE FINANCIAL LIABILITY

In 2010, the Company received \$6,973 from a gold buyer, Vicolven Enterprises Inc. ("Vicolven") in exchange for the delivery of 7,300 ounces of finished gold in 2011 and the commitment to issue 12,400,000 share-purchase warrants. No gold has been delivered with respect to this contract. In February 2011, the Company paid Vicolven a portion of the amount owing in US dollars in lieu of delivery of 700 ounces (as permitted by Vicolven) for a total of \$711. In relation to the Company's commitment to issuing 12,400,000 share-purchase warrants, the \$330 value associated with these committed share-purchase warrants has been deducted from the proceeds of \$6,973 resulting in a net amount of \$6,643.

On September 20, 2011, as a result of the Decree and proposed nationalization of the Company's Venezuelan gold mining assets by the government of Venezuela, a letter was written to the gold buyer, Vicolven Enterprises Inc., indicating that management no longer expects to settle the obligation with the delivery of finished gold as stated in the agreement. Instead, the Company will settle the outstanding, undelivered ounces of finished gold owing to Vicolven Enterprises Inc. in cash as permitted under the agreement with Vicolven.

On June 1, 2012, in relation to the Litigation Funding Agreement and the CSA, the Company signed an amendment with Vicolven whereby the Company agreed to pay interest of 11%, compounded annually, on the amount outstanding of 6,642 gold ounces. Subsequently, in 2018, the Company and Vicolven agreed to eliminate the annual compounding of interest such that simple interest was instead payable retrospectively from the initiation of the loan.

6. DERIVATIVE FINANCIAL LIABILITY (continued)

As the loan will be paid in cash in lieu of gold, it does not qualify for the own use exemption and as such, has been presented as a derivative financial instrument. As of March 31, 2025, 16,320 (December 31, 2024 - 16,140) ounces of finished gold were still outstanding and valued at fair market value using the spot price of gold on March 31, 2025, of \$3,090 (December 31, 2024 - \$2,625) per ounce. Included in this amount is the principal amount of 6,642 gold ounces plus cumulative accrued interest of 731 (December 31, 2024 - 9,498) gold ounces for the period January 1, 2012, through March 31, 2025.

	March 31, 2025	December 31, 2024
	\$	\$
Balance, beginning	42,356	31,789
Change in fair value	7,510	8,650
Fair value of interest expense	557	1,917
Balance, ending	50,423	42,356

7. DECOMMISSIONING AND RESTORATION PROVISION

Decommissioning and restoration provisions are comprised of costs associated with environmental rehabilitation. These costs have been estimated based on the Company's interpretation of current regulatory requirements and have been measured at the net present value of future cash expenditures upon reclamation and closure using the information currently available.

Costs associated with decommissioning and restoration are capitalized depending on the nature of the asset related to the obligation and depreciated over the life of the asset. The decommissioning and restoration provision relates to reclamation and closure costs of the Company's operating Choco Mine and Isidora Mine, as well as to some of the exploration and development activities undertaken on the Company's mineral properties.

In view of the uncertainties concerning decommissioning and restoration, the ultimate cost of reclamation, remediation and closure activities could differ materially from the estimated amount recorded. The estimate of the Company's decommissioning and restoration provision is subject to change based on amendments to laws and regulations and as new information regarding the Company's operations becomes available.

Future changes, if any, to the provision as a result of amended requirements, laws, regulations, operating assumptions, estimated timing and amount of obligations may be significant and would be recognized prospectively as a change in accounting estimate. Any such change would result in an increase or decrease to the provision and a corresponding increase or decrease to the mineral property and/or property, plant and equipment balance(s).

	March 31, 2025	December 31, 2024
	\$	\$
Balance, beginning	18,231	7,789
Change in estimate of future cash flows due to:		
Devaluation of the Venezuelan currency	(6,409)	(6,168)
Inflation	15,480	16,610
Balance, ending	27,302	18,231

Due to the expiry by force of the Decree and reversal to the Venezuelan government of all of the Company's mining concessions on March 14, 2012, the Company's decommissioning and restoration provision became an on-demand liability on that date as opposed to be payable in accordance with the Company's long-term closure plan. Consequently, as at March 31, 2025, decommissioning and restoration provision was classified as current.

8. LOAN PAYABLE

In June 2008, the Company entered into an \$80,000 principal amount Convertible Loan (the "Loan") with a two-year term and 10% annual interest to fund the acquisition of various Venezuelan mineral interests. During the years ended December 31, 2009 and 2010 the Company made various repurchases and restructured the Loan resulting in a reduced principal amount of \$30,000. During the year ended December 31, 2011 the conversion option expired and the Company defaulted on the Loan; in addition, the Loan now bears interest at 11%, compounded quarterly.

In June 2012, the Company entered into the CSA (Note 1) with significant equity holders and creditors (the "Lenders") who agreed not to take any steps or actions to exercise their rights and remedies against the Company until the expiration of a standstill period, subject to various clauses. In consideration for the CSA, the Lenders were provided a contingent success fee in addition to amounts due and payable to the Lenders under the Loan of 20% of the value of the Loan (Note 16).

During the year ended December 31, 2017, the Company's existing loan of \$30,000 was transferred to a new group of investors. The Company bought \$250 of this debt at a cost of \$175, and thus retired debt plus accrued interest totaling \$465. The remaining \$29,750 is still in default, however the new investors have become parties to the CSA.

This Loan is a financial liability with a repayment obligation that is partially conditional on the successful recovery of compensation pursuant to the Award and Settlement Agreement.

Under the terms of the Loan, the Company is required to repay a contingent success fee of 20% of the initial value of the loan if the Company is successful in the recovery of compensation pursuant to the Award and Settlement Agreement. In the event of an unsuccessful outcome, only the principal and accrued interest are payable.

As such, the timing and the amount of the repayment obligation are highly uncertain and are partially dependent on future external events beyond the Company's control which remain uncertain as at the reporting date.

At March 31, 2025, the principal balance of loan payable was \$29,750 (December 31, 2024 - \$29,750) and the interest payable was \$107,649 (December 31, 2024 - \$103,135). On an amortized cost basis, considering management's estimate of when the Award will be received (Note 1), the principal and interest as well as the contingent success fee of 20% of the principal is presented as follows:

	March 31, 2025	December 31, 2024
	\$	\$
Balance, beginning	75,584	68,957
Interest charged	4,400	13,729
Amortized cost adjustment	(1,951)	(7,102)
Balance, ending	78,033	75,584

9. PROMISSORY NOTES PAYABLE

As at March 31, 2025, the Company's obligations under promissory notes, presented at amortized cost is as follows:

	March 31, 2025	December 31, 2024
	\$	\$
Pursuant to a settlement in 2012, the Company issued a conditional promissory note in the amount of C\$1,000. The promissory note will only become due and payable in the event that the Company is successful in the litigation it has commenced against the Venezuelan government seeking compensation for the Nationalization. The Company considers the litigation to be successful when appropriate financial compensation has been received. The promissory note and any payment due under it shall be subordinate and postponed in right of payment to (a) the rights of the Funder as defined in the Creditors and Shareholders Agreement, and Litigation Funding Agreement, and (b) the rights of the Funder and Freshfields Bruckhaus Deringer US LLP under a Priorities Agreement. This promissory note is accounted for as a financial liability at management's estimate of amortized cost.	135	136
Notes payable as to the principal amount plus a bonus at two times principal on the date that is ninety days from the date that the Company receives its first payment from the Venezuela government in respect of the Award issued in August 2016. In the event the Company is unsuccessful in its litigation against the Venezuelan government, no amounts are repayable under these promissory notes. These notes do not have a fixed maturity date. Directors of the Company own \$906 (principal portion) of these promissory notes.	498	499
Notes payable as to three times their subscription amount on the date that is ninety days from the date that the Company receives its first payment from the Venezuela government in respect of the Award issued in August 2016. In the event the Company is unsuccessful in its litigation against the Venezuelan government, no amounts are repayable under these promissory notes. These notes do not have a fixed maturity date. Directors of the Company own \$4,397 (principal portion) of these promissory notes.	2,305	2,305
Notes payable as to four times their subscription amount on the date that is ninety days from the date that the Company receives its first payment from the Venezuela government in respect of the Award issued in August 2016. In the event the Company is unsuccessful in its litigation against the Venezuelan government, no amounts are repayable under these promissory notes. These notes do not have any fixed maturity date. Warrants entitling the holders to purchase an aggregate of 1,027,500 common shares at a price of US\$0.10 per share exercisable on or before April 4, 2028 were issued as part of the transaction.	1,132	1,132
	4,070	4,072

These promissory notes are financial liabilities with repayment obligations that are conditional on the successful outcome of a specific litigation matter (Note 1).

9. PROMISSORY NOTES PAYABLE (continued)

Under the terms of the promissory notes, the Company is required to repay two, three and four times the initial value of the promissory note if the litigation against the Venezuelan government is successful. In the event of an unsuccessful outcome, no repayment is required. As such, the timing and the amount of the repayment obligation are highly uncertain and are dependent on future external events beyond the Company's control.

At December 31, 2024, the aggregate initial principal balance of promissory notes payable was \$8,465 (December 31, 2023 - \$8,465). On an amortized cost basis, considering management's estimate of when the Award will be received, the principal as well as the contingent success fees of two, three and four times the initial value of the promissory notes is presented as follows:

	March 31, 2025	December 31, 2024
	\$	\$
Balance, beginning – restated at January 1, 2024	4,072	3,156
Amortized cost adjustment	(2)	916
Balance, ending	4,070	4,072

10. EQUITY

a) Authorized share capital

Unlimited number of common shares and preferred shares without par value.

During the year ended December 31, 2024, 27,075,000 share options were exercised for gross proceeds of \$2,316. The Company reclassified \$1,887 out of contributed surplus related to the exercise of options.

During the year ended December 31, 2024, 11,400,876 warrants were exercised for gross proceeds of \$924.

b) Share-based payments

In December 2016, the Company adopted a rolling share option plan available to its directors, officers, consultants and key employees. The option plan reserves for issuance, pursuant to the exercise of share options, is limited to not more than 10% of the issued common shares of the Company at the time of grant. Options are non-transferable and may have a term of up to 10 years from the date of issue. Number of options, vesting terms, conditions and exercise price are determined by the board of directors at the time of grant.

A summary of the Company's stock options outstanding at March 31, 2025, is as follows:

Number of options outstanding & exercisable	Weighted average exercise price	Weighted average remaining contractual life
#	C\$	Years
6,725,000	0.17	2.09
1,975,000	0.08	3.08
4,375,000	0.08	3.49
5,400,000	0.11	4.34
1,585,000	0.05	5.68
2,300,000	0.08	7.73
5,200,000	0.23	8.52
27,560,000	0.13	4.70

10. EQUITY (continued)

A summary of the Company's stock option activity is as follows:

	Number of options	Weighted average exercise price
	#	C\$
Balance, December 31, 2023	54,885,000	0.12
Share options exercised	(27,075,000)	0.12
Balance, December 31, 2024	27,810,000	0.13
Share options cancelled	(250,000)	0.11
Balance, March 31, 2025	27,560,000	0.13

c) Warrants

A summary of the Company's outstanding warrants at March 31, 2025, is as follows:

Number of warrants outstanding & exercisable	Weighted average exercise price	Expiry date
#		
12,000,000	C\$0.10	September 21, 2027
556,691	US\$0.10	April 4, 2028
12,556,691	C\$0.10	

A summary of the Company's warrant activity is as follows:

	Number of warrants	Weighted average exercise price
	#	C\$
Balance, December 31, 2023	23,957,567	0.11
Warrants exercised	(11,400,876)	0.11
Balance, March 31, 2025 and December 31, 2024	12,556,691	0.11

11. GENERAL AND ADMINISTRATIVE EXPENSES

A summary of the Company's general and administrative expenses for the three months ended March 31, 2025 and 2024 is as follows:

	Three months ended March 31,	
	2025	2024
	\$	\$
Advisory and consulting	387	189
Professional fees	368	486
Regulatory and transfer agent	(7)	13
Rent and office	-	(31)
Salaries, director fees and wages	275	208
	1,023	865

12. RELATED PARTY TRANSACTIONS

a) Related party transactions

The nature of transactions undertaken and the relationships with related parties of the Company are as follows:

	Relationship with the Company	Nature of transactions
Company A	An officer/director of the Company and a director of the Company are also an officer and director, respectively, of Company A.	Machinery and facilities rental and provision of general mining-related services.
Company B	A director of the Company is also a partner of Company B.	Provision of legal services.
Company C	A director of the Company is also an officer of Company C.	Provision of corporate administrative services.

In addition to related party transactions and balances disclosed elsewhere in these financial statements, the Company entered into transactions with related parties as outlined below:

	Three months ended March 31,	
	2025	2024
	\$	\$
Provision of corporate administrative services	30	30
	30	30

Included in accounts payable and accrued liabilities (Note 5) are amounts due to Company A, B, and C of \$1,442 (December 31, 2024: \$1,442). These amounts are unsecured, due on demand and non-interest bearing.

b) Compensation of Management and Directors

The remuneration of the directors and key management personnel was as follows:

	Three months ended March 31,	
	2025	2024
	\$	\$
Salaries and director's fees	275	208
	275	208

Included in accounts payable and accrued liabilities (Note 5) is \$4,560 (December 31, 2024 - \$4,285) related to compensation of management and directors.

13. CAPITAL MANAGEMENT DISCLOSURES

The Company's capital management objectives are to safeguard the Company's ability to support its normal business requirements which mainly consist of its efforts to reach a compensation agreement with the Venezuelan government or the enforcement of an arbitration award before ICSID for the expropriation of its assets in Venezuela as a result of the Nationalization. In the management of capital, the Company includes the components of shareholders' deficiency.

As at March 31, 2025, capital, as defined above was a deficiency of \$202,878 (December 31, 2024 - deficiency of \$182,274). The Company manages its capital structure and makes adjustments to it in light of changes in its economic environment and the risk characteristics of the Company's assets. To effectively manage its capital requirements, the Company plans its funding needs in advance to ensure the Company has liquidity to meet its objectives.

14. JOINT OPERATION

On July 4, 2008, the Company entered into an agreement ("the Mixed Enterprise Agreement") to create a mixed enterprise. Pursuant to the Mixed Enterprise Agreement, Minera Venrus C.A. ("Venrus C.A."), a Venezuelan corporation was incorporated on December 23, 2008, and is 50% owned by the Company and 50% owned by Empresa de Producción Social Minera Nacional, C.A. (a Venezuelan government entity). Up to March 14, 2012, the Company conducted a portion of its business through this joint operation under which the joint operation participants are bound by the articles of incorporation of Venrus C.A. The Company recorded its 50% proportionate share of assets, liabilities, revenues, and operating costs of the joint operation. Due to the Decree on September 16, 2011, the Company lost its mining concessions operated by the joint operation hence the Company lost any control or influence over the management of the operations of Venrus C.A.

15. LITIGATION FUNDING AGREEMENT

Under the terms of the privileged Litigation Funding Agreement, the Company has given certain warranties and covenants to the Funder. In consideration for the provision of arbitration financing, Rusoro has agreed to pay to the Funder a portion of any final settlement of the arbitration claim against the Respondent (the "Funder's Fee"). The Funder's Fee shall only become payable upon recovery of fair compensation and the value of the Funder's Fee is dependent upon a number of variables including the value of any settlement and the length of time taken to receive the settlement. The agreement also provides that the amount of the Funder's Fee shall not exceed the amount of the aggregate proceeds of the arbitration claim under any circumstances.

This Litigation Funding Agreement is a financial liability with a repayment obligation that is partially conditional on the successful outcome of a specific litigation matter.

Under the terms of the Loan, the Company is required to pay a confidential success fee based on the initial value of the advances received under this facility if the litigation against the Venezuelan government is successful. In the event of an unsuccessful outcome, only the principal is payable.

As such, the timing and the amount of the Litigation funding Agreement repayment obligation are highly uncertain and are partially dependent on future external events beyond the Company's control.

As of March 31, 2025, the Company recognized a liability at amortized cost of \$21,988 (2024 - \$21,995) in regard to the Litigation Funding Agreement. This Litigation Funding Agreement is a financial liability with a repayment obligation that is partially conditional on the successful outcome of a specific litigation matter (Note 1).

16. CONTINGENCIES

In addition to the financial liabilities with contingent repayment terms disclosed in Notes 8, 9 and 15, the Company has various contingent liabilities as described below, which are dependent upon successful recovery of compensation pursuant to the Award and Settlement Agreement. As of the date of this report, the Company has not received the initial payment of \$100 million nor any other payments claimed in its litigation against the government of Venezuela (Note 1). Due to the uncertainty of the amount of the Award, the enforcement and collection of the Award, the receipt of the payments under the Settlement Agreement (or future litigation success), or ultimately, the Company's ability to receive fair compensation for the expropriation of its investments in Venezuela, the Company only considers the payment to be received when funds are received by the Company in a bank account which is fully controlled by the Company.

i. Contingent Success Fees

The Company has agreed to contingent success fees to select stakeholders, including legal and financial advisors, the board of directors and management of the Company, in consideration for their discounted services or forgiveness of select obligations. The terms, clauses, and priority of the contingent fee agreements are varied, but generally provide each party a contingent success fee based on successful outcome of the litigation and final settlement. Management estimates the aggregate potential exposure related to these contingent success fees will not exceed 15% of the Award. As at December 31, 2024, recovery of fair compensation is deemed to be indeterminable and \$nil has been accrued.

16. CONTINGENCIES (continued)

ii. Trust and Contribution Agreements

The Company is a party to a trust agreement and a contribution agreement whereby it has agreed to pay to a trust established for members of management and the executive committee of the board of directors, a success fee upon the completion of a transaction or series of transactions. For the purposes of the contribution agreement, a "Transaction" is defined as: (a) any merger, consolidation, reorganization, recapitalization, restructuring, leveraged buyout, business combination, or any transaction pursuant to which the Company is acquired by or combined with a third party; or (b) the acquisition by a third party of any assets or operations of the Company, or any outstanding shares of the Company; or (c) a sale or spin-off of any material assets, of 5% or more of the capital stock of any subsidiary of the Company, or any transaction which has the effect of altering the capitalization of the Company. Where a change in control accompanies the Transaction, the success fee will be equal to 1% of the aggregate transaction value as defined in the contribution agreement. If the Transaction involves the acquisition of less than 50% of the voting power of the then outstanding Company's shares, then the success fee will be equal to 0.5% of the aggregate transaction value. As at December 31, 2024, none of the Transaction criteria had been met and \$nil had been paid to the Trust.

In October 2012, the Company entered into a trust agreement and a contribution agreement whereby it has agreed to pay to a trust established for the board of directors and management of the Company a success fee equal to 2% of the Award proceeds. In August, 2022, the Company amended the trust agreement in order to extend the expiry date to October 2032.

The trustees (the "Trustees") for the trust are independent directors and members of the compensation committee of the board of directors. The Trustees are empowered to allocate the success fee amongst the board of directors and management of the Company as they deem appropriate. As at December 31, 2024, none of the criteria had been met and \$nil had been paid to the Trust.

iii. Other Matters

The Company is involved in various claims and litigation arising in the normal course of business. The Company may be exposed to transactions in the normal course of operations that may not be in compliance with certain Venezuelan laws and regulations. While the outcome of these matters is uncertain and there can be no assurance that such matters will be resolved in the Company's favor, the Company does not currently believe that the outcome of adverse decisions in any pending or threatened proceedings related to these and other matters or any amount which it may be required to pay by reason thereof would have a material impact on its condensed interim consolidated statements of financial position, statements of loss and comprehensive loss, or statements of cash flows. Based on the information currently available, estimates of financial impact cannot be reasonably made.

17. FINANCIAL INSTRUMENTS

a) Financial Assets and Liabilities

The Company's financial instruments consist of the following: cash, accounts payable and accrued liabilities, a loan payable, obligations under the Litigation Funding Agreement, a derivative financial liability ("gold delivery contract") (Note 6) and promissory notes payable.

The carrying amounts of cash, accounts payable and accrued liabilities, obligations under the Litigation Funding Agreement, and promissory notes payable are considered to be reasonable approximations of their fair values due to the short-term nature of these instruments. The gold delivery contract is marked to market at each reporting period based on the current spot price of gold and the number of gold ounces owing to the gold buyer (Note 6), and as such, is a reasonable approximation of the fair value. Management reviewed all significant financial instruments held by the Company and determined that no significant differences between fair value and carrying value existed as at March 31, 2025.

Financial instruments that are measured subsequent to initial recognition at fair value are grouped into a hierarchy based on the degree to which the fair value is observable.

- Level 1 fair value measurements are derived from unadjusted, quoted prices in active markets for identical assets or liabilities.
- Level 2 fair value measurements are derived from inputs other than quoted prices included within Level 1 that are observable for the asset or liability directly or indirectly.
- Level 3 fair value measurements are derived from valuation techniques that include inputs for the asset or liability that are not based on observable market data.

The gold delivery contract, being a derivative financial liability, is measured using Level 2 inputs, which is the spot gold price.

17. FINANCIAL INSTRUMENTS (continued)

b) Financial Instrument Risk Exposure

The Company thoroughly examines the various financial instrument risks to which it is exposed, and assesses the impact and likelihood of those risks. Where material, these risks are reviewed and monitored by management. There have not been any significant changes from the previous period as to how these risks are reviewed and monitored by management. The types of financial instrument risk exposures and the objectives and policies for managing these risks exposures are described below.

i. Credit Risk

Credit risk is the risk that the counterparty to a financial instrument will cause a financial loss for the Company by failing to discharge its obligations. Management does not believe the Company is exposed to any significant concentration of credit risk as all of its cash is held with Canadian banks.

ii. Liquidity Risk

Liquidity risk is the risk that the Company will be unable to meet its obligations associated with financial liabilities as they fall due. The Company manages liquidity risk by monitoring cash and other financial resources available to meet its maturing obligations. The Company currently has a working capital deficiency of \$202,878. The Company assesses liquidity risk as high.

iii. Market Risk

(a) Interest Rate Risk

Interest rate risk is the risk that the future cash flows and fair values of the Company's financial instruments will fluctuate because of changes in market interest rates. The majority of the Company's financial instruments, if applicable, have fixed interest rates and therefore management does not believe the Company is exposed to any significant concentration of interest rate risk.

(b) Currency Risk

Currency risk is the risk that the value of the Company's financial instruments will fluctuate due to changes in foreign exchange rates. The Company is exposed to currency risk as the Company's financial assets and liabilities include items denominated in BsS and C\$.

Changes in the applicable exchange rate may result in a decrease or increase in foreign exchange gains or losses recognized in profit or loss. The Company does not use derivative instruments to reduce its exposure to foreign currency risk.

The Company's Venezuelan operations and cash holdings are currently subject to currency and exchange controls. These government-imposed controls may adversely affect the Company as such controls limit the Company's ability to flow US dollars out of the country for US dollar operating and capital expenditures.

As at March 31, 2025, the Company had a net monetary liability position of \$nil (December 31, 2024 - \$nil) denominated in Venezuelan Bolivars.

As at March 31, 2025, the Company had cash of \$617, and amounts payable and accrued liabilities of \$1,084, expressed in Canadian dollars.

(c) Significant Estimates – Amortized Cost of Financial Instruments with Contingent Repayment Terms

The Company has financial liabilities for which the timing and amount of repayment are contingent on the outcome of litigation proceedings (Notes 8, 9 & 15).

Estimating amortized cost under *IFRS 9* for these liabilities requires significant judgment, particularly in forecasting the probability, timing, and amount of future cash outflows.

Given the inherent uncertainty, actual results may differ materially from management's current estimates. Key factors influencing variability include changes in the expected success rate of the litigation, the settlement amount, and the timing of cash outflows.

In accordance with *IFRS 9.B5.4.6*, the Company reassesses expected cash flows at each reporting date, and any resulting adjustments to amortized cost are recognized through profit or loss. The original effective interest rate is not adjusted.

18. RESTATEMENT

As part of the restatement of the consolidated financial statements for the years ended December 31, 2024 and 2023, the Company also restated certain items for the three months ended March 31, 2024 as follows:

	As previously presented	Adjustments	Restated
	\$	\$	\$
Consolidated statement of comprehensive income (loss)			
Other income	(162)	(74)	(236)
Interest on loan payable	3,268	(82)	3,186
Interest on gold sale contract	1,186	(1,223)	(37)
Loss on revaluation of gold sale contract	4,478	140	4,618
Change in amortized cost	-	887	887
Net loss and comprehensive loss	10,545	(352)	10,193
Loss per share – Basic and diluted	(0.02)	-	(0.02)
Weighted average common shares outstanding	578,149,800	-	578,149,800

The impact of the restatement on the statement of cash flows for the three months ending March 31, 2024 included the respective change to the Net loss and comprehensive loss per the table above as well as the same changes to each of the items not involving cash as above. There were no changes to the cash used in operations, cash received from financing activities, nor change in cash.