GLOBAL GOLD CORP

FORM 10-Q
(Quarterly Report)

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

FORM 10-Q

(Mark One)

☐ **QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2015

☐ **TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE EXCHANGE ACT**

For the transition period from _____ to _____

Commission file number 02-69494

GLOBAL GOLD CORPORATION
(Exact name of small business issuer in its charter)

DELAWARE	13-3025550
(State or other jurisdiction of incorporation or organization)	(IRS Employer Identification No.)

555 Theodore Fremd Avenue, Rye, NY 10580
(Address of principal executive offices)

(914) 925-0020
(Issuer's telephone number)

Not applicable
(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☐ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☐ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☐ (Do not check if smaller reporting company)	Smaller reporting company	☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☐

As of May 19, 2015 there were 90,130,475 shares of the issuer's Common Stock outstanding.

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements.

GLOBAL GOLD CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS

	March 31, 2015 (Unaudited)	December 31, 2014
ASSETS		
CURRENT ASSETS:		
Cash	$ 937	$ 10,781
Inventories	567,159	566,426
Tax refunds receivable	92,582	92,582
Receivable from sale, net of impairment of $16,868,570	-	-
Other current assets	82,978	82,167
TOTAL CURRENT ASSETS	743,656	751,956
LICENSES, net of accumulated amortization of $3,110,497 and $3,035,918, respectively	99,439	174,018
DEPOSITS ON CONTRACTS AND EQUIPMENT	1,678,436	1,570,625
PROPERTY, PLANT AND EQUIPMENT, net of accumulated depreciation of $2,852,720 and $2,802,160, respectively	570,884	597,500
	$ 3,092,415	$ 3,094,099
LIABILITIES AND STOCKHOLDERS' DEFICIT		
CURRENT LIABILITIES:		
Accounts payable and accrued expenses	$ 5,728,401	$ 5,141,381
Wages payable	1,946,860	1,805,877
Employee loans	140,522	142,143
Advance from customer	87,020	87,020
Secured line of credit - short term portion	-	128,019
Current portion of mine owners debt facilities	3,294,691	3,075,976
Convertible note payable	1,500,000	1,500,000
Advances payable Consolidated Resources - related party	394,244	394,244
Current portion of note payable to Directors	2,310,127	2,201,127
TOTAL CURRENT LIABILITIES	15,401,865	14,475,787
Commitments and contingencies	-	-
DEFICIT:		
GLOBAL GOLD CORPORATION STOCKHOLDERS' DEFICIT:		
Common stock $0.001 par, 100,000,000 shares authorized; 87,882,975 at March 31, 2015 and December 31, 2014, shares issued and outstanding	87,883	87,883
Additional paid-in-capital	44,938,087	44,911,743
Accumulated deficit	(55,821,442)	(55,433,904)
Accumulated other comprehensive income	1,297,635	1,445,759
TOTAL GLOBAL GOLD CORPORATION STOCKHOLDERS' DEFICIT	(9,497,837)	(8,988,519)
NONCONTROLLING INTEREST	(2,811,613)	(2,393,169)
TOTAL DEFICIT	(12,309,450)	(11,381,688)
TOTAL LIABILITIES AND EQUITY	$ 3,092,415	$ 3,094,099

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

GLOBAL GOLD CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(Unaudited)

	For the three months ended	
	March 31, 2015	March 31, 2014
OPERATING EXPENSES:		
General and administrative	$ 435,784	$ 386,640
Mining and exploration costs	-	109,534
Amortization and depreciation	107,382	105,329
TOTAL OPERATING EXPENSES	543,166	601,503
Operating Loss	(543,166)	(601,503)
OTHER EXPENSES:		
Interest expense	120,501	77,945
Total Other Expenses	120,501	77,945
Net Loss	(663,667)	(679,448)
Less: Net loss applicable to noncontrolling interest	(276,129)	(203,033)
Net loss applicable to Global Gold Corporation Common Shareholders	(387,538)	(476,415)
Foreign currency translation adjustment	(290,439)	(295,570)
Comprehensive Net Loss	(677,977)	(771,985)
Less: Comprehensive net loss applicable to noncontrolling interest	142,315	144,829
Comprehensive Net Loss applicable to Global Gold - Corporation Common Shareholders	$ (535,662)	$ (627,156)
NET LOSS PER SHARE - BASIC AND DILUTED	$ (0.00)	$ (0.01)
WEIGHTED AVERAGE SHARES OUTSTANDING - BASIC AND DILUTED	87,882,975	87,272,975

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

GLOBAL GOLD CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)

	For the three months ended	
	March 31, 2015	March 31, 2014
OPERATING ACTIVITIES:		
Net loss	$ (663,667)	$ (679,448)
Adjustments to reconcile net loss to net cash used in operating activities:		
Amortization of unearned compensation	26,344	43,531
Amortization expense	74,579	74,579
Depreciation expense	32,803	30,750
Changes in operating assets and liabilities:		
Other current and non current assets	(22,240)	(71,768)
Accounts payable and accrued expenses	473,469	5,697
Accrued interest	111,930	51,237
Wages payable	140,983	126,551
NET CASH FLOWS PROVIDED BY (USED IN) OPERATING ACTIVITIES	174,201	(418,871)
INVESTING ACTIVITIES:	-	-
FINANCING ACTIVITIES:		
Repayment of secured line of credit	(128,019)	(166,249)
Proceeds from mine owners debt facilities	131,600	284,023
Proceeds from note payable to Directors	109,000	553,000
NET CASH FLOWS PROVIDED BY FINANCING ACTIVITIES	112,581	670,774
EFFECT OF EXCHANGE RATE ON CASH	(296,626)	(275,566)
NET DECREASE IN CASH	(9,844)	(23,663)
CASH AND CASH EQUIVALENTS - beginning of period	10,781	26,349
CASH AND CASH EQUIVALENTS - end of period	$ 937	$ 2,686
SUPPLEMENTAL CASH FLOW INFORMATION		
Income taxes paid	$ -	$ -
Interest paid	$ 3,772	$ 24,919
Noncash Investing and Financing Transactions:	-	-
Purchase of equipment through mine owners debt facility	$ 87,115	$ -

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

GLOBAL GOLD CORPORATION AND SUBSIDIARIES

Notes to Unaudited Condensed Consolidated Financial Statements

March 31, 2015

1. ORGANIZATION, DESCRIPTION OF BUSINESS, AND BASIS FOR PRESENTATION

BASIS OF ACCOUNTING:

The accompanying condensed consolidated financial statements are unaudited. In the opinion of management, all necessary adjustments (which include only normal recurring adjustments) have been made to present fairly the financial position, results of operations and cash flows for the periods presented. Certain information and footnote disclosure normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America have been condensed or omitted. However, the Company believes that the disclosures are adequate to make the information presented not misleading. These unaudited condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in the December 31, 2014 annual report on Form 10-K. The results of operations for the three month period ended March 31, 2015 are not necessarily indicative of the operating results to be expected for the full year ended December 31, 2015. The Company operates in a single segment of activity, namely the acquisition of certain mineral property, mining rights, and their subsequent development.

GOING CONCERN MATTERS:

The accompanying unaudited condensed consolidated financial statements were prepared on a going concern basis, which contemplated the realization of assets and satisfaction of liabilities in the normal course of business. During the three months ended March 31, 2015 and 2014, the Company has incurred net losses of $663,667 and $679,448, respectively, has working capital deficit (current liabilities exceed current assets) of approximately $14,658,000 and stock holder deficit of approximately $9,498,000. Management pursued additional investors and lending institutions interested in financing the Company's projects. However, there is no assurance that the Company will obtain the financing that it requires or will achieve profitable operations. The Company expected to incur additional losses for the near term until such time as it would derive substantial revenues from the Armenian mining interests acquired by it or other future projects. These matters raised substantial doubt about the Company's ability to continue as a going concern. The accompanying unaudited condensed consolidated financial statements were prepared on a going concern basis, which contemplated the realization of assets and satisfaction of liabilities in the normal course of business. The accompanying unaudited condensed consolidated financial statements at March 31, 2015 and 2014 and for the periods then ended did not include any adjustments that might be necessary should the Company be unable to continue as a going concern.

ORGANIZATION:

The Company is engaged in exploration for, as well as development and mining of, gold, silver, and other minerals in Armenia, Canada and Chile. Until March 31, 2011, the Company's headquarters were located in Greenwich, Connecticut and as of April 1, 2011 the Company’s headquarters are in Rye, NY. Its subsidiaries and staff maintain offices in Yerevan, Armenia, and Santiago, Chile. The Company was incorporated as Triad Energy Corporation in the State of Delaware on February 21, 1980 and conducted other business prior to January 1, 1995. During 1995, the Company changed its name from Triad Energy Corporation to Global Gold Corporation to pursue certain gold and copper mining rights in the former Soviet Republics of Armenia and Georgia. The Company has not established proven and probable reserves in accordance with SEC Industry Guide 7 at any of its properties. The Company's stock is publicly traded. The Company employs approximately 20 people globally on a year round basis. In the past, the Company has employed up to an additional 200 people on a seasonal basis, but the Company’s engagement of a mine contractor to run mining operations is expected to reduce the number of employees directly employed by the Company on a seasonal basis.

In Armenia, the Company’s focus is on the exploration, development and production of gold at the Toukhmanuk property in the North Central Armenian Belt and the Marjan and an expanded Marjan North property. In addition, the Company is exploring and developing other sites in Armenia, including the Getik property. The Company also holds royalty and participation rights in other locations in the country through affiliates and subsidiaries.

In Chile, the Company is engaged in identifying gold exploration and production opportunities and the Company's Vice President maintains an office in Santiago.

In Canada, the Company had engaged in uranium exploration activities in the provinces of Newfoundland and Labrador, but has phased out this activity, retaining a royalty interest in the Cochrane Pond property in Newfoundland.

The Company also assesses exploration and production opportunities in other countries.

The subsidiaries of the Company are as follows:

On August 18, 2003, the Company formed Global Gold Armenia LLC ("GGA"), as a wholly owned subsidiary, which in turn formed Global Gold Mining, LLC ("GGM"), as a wholly owned subsidiary, both in the State of Delaware. GGM was qualified to do business as a branch operation in Armenia and owns assets, royalty and participation interests, as well as shares of operating companies in Armenia.

On December 21, 2003, GGM acquired 100% of the Armenian limited liability company SHA, LLC (renamed Global Gold Hankavan, LLC ("GGH") as of July 21, 2006), which held the license to the Hankavan and Marjan properties in Armenia. On December 18, 2009, the Company entered into an agreement with Caldera Resources Inc. ("Caldera") outlining the terms of a joint venture on the Company's Marjan property in Armenia ("Marjan JV"). On March 12, 2010, GGH transferred the rights, title and interest for the Marjan property to Marjan Mining Company LLC, a limited liability company incorporated under the laws of the Republic of Armenia ("Marjan RA") which is a wholly owned subsidiary of GGM. On October 7, 2010, the Company terminated the Marjan JV. The Armenian Court of Cassation in a final, non-appealable decision, issued and effective February 8, 2012, ruled that the registration and assumption of control by Caldera through unilateral charter changes of the Marjan Mine and Marjan RA were illegal and that 100% ownership rests fully with GGM. On March 29, 2012, Justice Herman Cahn, who was appointed by United States District Court Judge Hellerstein as the sole arbitrator in an American Arbitration Association arbitration between the Company and Caldera, ruled in the Company's favor on the issue of the JV's termination ordering that the Marjan property be 100% owned by the Company effective April 29, 2012. Judge Karas of the United States Federal District Court confirmed Judge Cahn's decision. On November 10, 2014, a Final Award in the Company's favor ruled that Caldera had no interest whatsoever in Marjan RA or the Marjan Property. See Legal Proceedings for more information on the Marjan JV.

On August 1, 2005, GGM acquired 51% of the Armenian limited liability company Mego-Gold, LLC ("Mego"), which is the licensee for the Toukhmanuk mining property and seven surrounding exploration sites. On August 2, 2006, GGM acquired the remaining 49% interest of Mego-Gold, LLC, leaving GGM as the owner of 100% of Mego-Gold, LLC. See Agreements for more information on Mego-Gold, LLC.

On January 31, 2006, GGM closed a transaction to acquire 80% of the Armenian company, Athelea Investments, CJSC (renamed "Getik Mining Company, LLC") and its approximately 27 square kilometer Getik gold/uranium exploration license area in the northeast Geghargunik province of Armenia. As of May 30, 2007, GGM acquired the remaining 20% interest in Getik Mining Company, LLC, leaving GGM as the owner of 100% of Getik Mining Company, LLC. See Agreements for more information on Getik Mining Company, LLC.

On January 5, 2007, the Company formed Global Gold Uranium, LLC ("Global Gold Uranium"), as a wholly owned subsidiary, in the State of Delaware, to operate the Company's uranium exploration activities in Canada.

On September 23, 2011, Global Gold Consolidated Resources Limited ("GGCRL") was incorporated in Jersey as a 51% subsidiary of the Company pursuant to the April 27, 2011 Joint Venture Agreement with Consolidated Resources. See Agreements Section for more information on Consolidated Resources agreements.

On November 8, 2011, GGCR Mining, LLC ("GGCR Mining") was formed in Delaware as a 100%, wholly owned, subsidiary of GGCRL. On September 26, 2012, the Company conditionally transferred 100% of the shares of Mego and Getik Mining Company, LLC to GGCR Mining. Consolidated Resources failed to meet the conditions of the transfer.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Cash and Cash Equivalents - Cash and cash equivalents consist of all cash balances and highly liquid investments with a remaining maturity of three months or less when purchased and are carried at fair value.

Use of Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fair Value of Financial Instruments - The Company adopted FASB ASC 820-Fair Value Measurements and Disclosures, for assets and liabilities measured at fair value on a recurring basis. ASC 820 establishes a common definition for fair value to be applied to existing generally accepted accounting principles that require the use of fair value measurements establishes a framework for measuring fair value and expands disclosure about such fair value measurements. The adoption of ASC 820 did not have an impact on the Company’s financial position or operating results, but did expand certain disclosures.

ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized below:

Level 1:	Observable inputs such as quoted market prices in active markets for identical assets or liabilities
Level 2:	Observable market-based inputs or unobservable inputs that are corroborated by market data
Level 3:	Unobservable inputs for which there is little or no market data, which require the use of the reporting entity’s own assumptions.

The Company did not have any Level 2 or Level 3 assets or liabilities as of March 31, 2015 and December 31, 2014.

The Company discloses the estimated fair values for all financial instruments for which it is practicable to estimate fair value. As of March 31, 2015 and December 31, 2014, the fair value short-term financial instruments including cash, receivables, and accounts payable and accrued expenses, approximates book value due to their short-term duration.

Cash and cash equivalents include money market securities and commercial paper that are considered to be highly liquid and easily tradable. These securities are valued using inputs observable in active markets for identical securities and are therefore classified as Level 1 within the fair value hierarchy.

In addition, the Financial Accounting Standards Board (“FASB”) issued, “The Fair Value Option for Financial Assets and Financial Liabilities,” effective for January 1, 2008. This guidance expands opportunities to use fair value measurements in financial reporting and permits entities to choose to measure many financial instruments and certain other items at fair value. The Company did not elect the fair value option for any of its qualifying financial instruments.

Inventories - Inventories consists of the following at March 31, 2015 and December 31, 2014:

	March 31, 2015	December 31, 2014
Ore	$ 451,569	$ 451,569
Concentrate	11,342	11,342
Materials, supplies and other	104,248	103,515
Total Inventories	$ 567,159	$ 566,426

Ore inventory consists of unprocessed ore at the Toukhmanuk mining site in Armenia. The concentrate and unprocessed ore are stated at the lower of cost or market. The Company is currently reporting its inventory at cost which is still less than the current market value so recent fluctuations in gold prices have no effect on our carrying value of inventory. The Ore inventory is pledged as collateral for the mine owner's debt facility and secured line of credit.

Deposits on Contracts and Equipment - The Company has made several deposits for purchases, the majority of which is for the potential acquisition of new properties, and the remainder for the purchase of mining equipment.

Tax Refunds Receivable - The Company is subject to Value Added Tax ("VAT tax") on all expenditures in Armenia at the rate of 20%. The Company is entitled to a credit against this tax towards any sales on which it collects VAT tax. The Company is carrying a tax refund receivable based on the value of its in-process inventory which it intends on selling in the next twelve months, at which time they will collect 20% VAT tax from the purchaser which the Company will be entitled to keep and apply against its credit.

Net Loss Per Share - Basic net loss per share is based on the weighted average number of common and common equivalent shares outstanding. Potential common shares includable in the computation of fully diluted per share results are not presented in the consolidated financial statements as their effect would be anti-dilutive. The total number of options that are exercisable at March 31, 2015 and 2014 was 2,954,167. There were no warrants outstanding at March 31, 2015 and 2014.

Stock Based Compensation - The Company periodically issues shares of common stock for services rendered or for financing costs. Such shares are valued based on the market price on the transaction date. The Company periodically issues stock options and warrants to employees and non-employees in non-capital raising transactions for services and for financing costs.

The Company accounts for the grant of stock and warrants awards in accordance with ASC Topic 718, Compensation – Stock Compensation (ASC 718). ASC 718 requires companies to recognize in the statement of operations the grant-date fair value of warrants and stock options and other equity based compensation.

The Black-Scholes option valuation model was developed for use in estimating the fair value of traded options that have no vesting restrictions and are fully transferable. In addition, option valuation models require the input of highly subjective assumptions including the expected stock price volatility.

For the three months ended March 31, 2015 and 2014, net loss and loss per share include the actual deduction for stock-based compensation expense. The total stock-based compensation expense for the three months ended March 31, 2015 and 2014 was $26,344 and $43,531, respectively. The expense for stock-based compensation is a non-cash expense item.

Comprehensive Income - The Company has adopted ASC Topic 220, "Comprehensive Income." Comprehensive income is comprised of net income (loss) and all changes to stockholders' equity (deficit), except those related to investments by stockholders, changes in paid-in capital and distribution to owners.

The following table summarizes the computations reconciling net loss applicable to Global Gold Corporation Common Shareholders to comprehensive loss for the three months ended March 31, 2015 and 2014.

	Three Months Ending March 31,	
	2015	2014
Net loss applicable to Global Gold Corporation Shareholders	$ (387,538)	$ (476,415)
Foreign currency translation adjustment	$ (148,124)	$ (150,741)
Comprehensive loss	$ (535,662)	$ (627,156)

Income Taxes - Income taxes are accounted for in accordance with the provisions of FASB ASC 740, Accounting for Income Taxes. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amounts expected to be realized.

Acquisition, Exploration and Development Costs - Mineral property acquisition costs are capitalized. Additionally, mine development costs incurred either to develop new ore deposits and constructing new facilities are capitalized until operations commence. All such capitalized costs are amortized using a straight-line basis on a range from 1-10 years, based on the minimum original license term at acquisition, but do not exceed the useful life of the capitalized costs. Upon commercial development of an ore body, the applicable capitalized costs would then be amortized using the units-of-production method. Exploration costs, costs incurred to maintain current production or to maintain assets on a standby basis are charged to operations. Costs of abandoned projects are charged to operations upon abandonment. The Company evaluates, at least quarterly, the carrying value of capitalized mining costs and related property, plant and equipment costs, if any, to determine if these costs are in excess of their net realizable value and if a permanent impairment needs to be recorded. The periodic evaluation of carrying value of capitalized costs and any related property, plant and equipment costs are based upon expected cash flows and/or estimated salvage value in accordance with ASC Topic 360, "Accounting for the Impairment or Disposal of Long-Lived Assets."

Foreign Currency Translation - The Company’s reporting currency is the U.S. Dollar. All transactions initiated in foreign currencies are translated into U.S. dollars in accordance with ASC Topic 830 “Foreign Currency Matters” and the related rate fluctuation on transactions is included the unaudited condensed consolidated statements of operations.

The functional currency of the Company's Armenian subsidiaries is the local currency. For foreign operations with the local currency as the functional currency, assets and liabilities are translated from the local currencies into U.S. dollars at the exchange rate prevailing at the balance sheet date and equity is translated at historical rates. Revenues and expenses are translated at the average exchange rate for the period to approximate translation at the exchange rate prevailing at the dates those elements are recognized in the financial statements. Translation adjustments resulting from the process of translating the local currency financial statements into U.S. dollars are included in determining comprehensive loss. As of March 31, 2015 and 2014, the exchange rate for the Armenian Dram (AMD) was $472 AMD and $413 AMD for $1.00 U.S.

Principles of Consolidation - Our consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America, and include the accounts of the Company and more-than-50%-owned subsidiaries that it controls. Inter-company balances and transactions have been eliminated in consolidation.

Depreciation, Depletion and Amortization - Capitalized costs are depreciated or depleted using the straight-line method over the shorter of estimated productive lives of such facilities or the useful life of the individual assets. Productive lives range from 1 to 20 years, but do not exceed the useful life of the individual asset. Determination of expected useful lives for amortization calculations are made on a property-by-property or asset-by-asset basis at least annually.

Impairment of Long-Lived Assets - Management reviews and evaluates the net carrying value of all facilities, including idle facilities, for impairment at least annually, or upon the occurrence of other events or changes in circumstances that indicate that the related carrying amounts may not be recoverable. We estimate the net realizable value of each property based on the estimated undiscounted future cash flows that will be generated from operations at each property, the estimated salvage value of the surface plant and equipment and the value associated with property interests. All assets at an operating segment are evaluated together for purposes of estimating future cash flows.

Licenses - Licenses are capitalized at cost and are amortized on a straight-line basis on a range from 1 to 10 years, but do not exceed the useful life of the individual license. During the three months ended March 31, 2015 and 2014, amortization expense totaled $74,579.

Reclamation and Remediation Costs (Asset Retirement Obligations) - Costs of future expenditures for environmental remediation are not discounted to their present value unless subject to a contractually obligated fixed payment schedule. Such costs are based on management's current estimate of amounts to be incurred when the remediation work is performed within current laws and regulations. The Company has paid towards it environmental costs and has no amounts owed as of March 31, 2015 and December 31, 2014.

It is possible that, due to uncertainties associated with defining the nature and extent of environmental contamination and the application of laws and regulations by regulatory authorities and changes in reclamation or remediation technology, the ultimate cost of reclamation and remediation could change in the future.

Noncontrolling Interests - Noncontrolling interests in our subsidiaries are recorded in accordance with the provisions of ASC 810, “Consolidation” and are reported as a component of equity, separate from the parent company’s equity. Purchase or sale of equity interests that do not result in a change of control are accounted for as equity transactions. Results of operations attributable to the non-controlling interests are included in our consolidated results of operations and, upon loss of control, the interest sold, as well as interest retained, if any, will be reported at fair value with any gain or loss recognized in earnings.

Revenue Recognition - Sales will be recognized and revenues will be recorded when title transfers and the rights and obligations of ownership pass to the customer. The majority of the company's metal concentrates will be sold under pricing arrangements where final prices will be determined by quoted market prices in a period subsequent to the date of sale. In these circumstances, revenues will be recorded at the times of sale based on forward prices for the expected date of the final settlement.

New Accounting Standards:

In April 2015, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update (“ASU”) No. 2015-03, Interest - Imputation of Interest (Subtopic 835-30): Simplifying the Presentation of Debt Issuance Costs. The amendments in this ASU require that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. The recognition and measurement guidance for debt issuance costs are not affected by the amendments in this ASU. The amendments are effective for financial statements issued for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2015. The amendments are to be applied on a retrospective basis, wherein the balance sheet of each individual period presented is adjusted to reflect the period-specific effects of applying the new guidance. We do not expect the adoption of ASU 2015-03 to have a material effect on our financial position, results of operations or cash flows.

In February 2015, the FASB issued ASU No. 2015-02, Consolidation (Topic 810): Amendments to the Consolidation Analysis, which is intended to improve targeted areas of consolidation guidance for legal entities such as limited partnerships, limited liability corporations, and securitization structures (collateralized debt obligations, collateralized loan obligations, and mortgage-backed security transactions). The ASU focuses on the consolidation evaluation for reporting organizations that are required to evaluate whether they should consolidate certain legal entities. In addition to reducing the number of consolidation models from four to two, the new standard simplifies the FASB Accounting Standards Codification and improves current U.S. GAAP by placing more emphasis on risk of loss when determining a controlling financial interest, reducing the frequency of the application of related-party guidance when determining a controlling financial interest in a variable interest entity ("VIE"), and changing consolidation conclusions for companies in several industries that typically make use of limited partnerships or VIEs. The ASU will be effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2015. Early adoption is permitted, including adoption in an interim period. We do not expect the adoption of ASU 2015-02 to have a material effect on our financial position, results of operations or cash flows.

In January 2015, the FASB issued ASU No. 2015-01, "Income Statement - Extraordinary and Unusual Items (Subtopic 225-20): Simplifying Income Statement Presentation by Eliminating the Concept of Extraordinary Items." This ASU eliminates from U.S. GAAP the concept of extraordinary items. ASU 2015-01 is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2015. A reporting entity may apply the amendments prospectively. We do not expect the adoption of ASU 2015-01 to have a material effect on our financial position, results of operations or cash flows.

In November 2014, the FASB issued ASU No. 2014-17, "Business Combinations (Topic 805): Pushdown Accounting." This ASU provides an acquired entity with an option to apply pushdown accounting in its separate financial statements upon occurrence of an event in which an acquirer obtains control of the acquired entity. An acquired entity may elect the option to apply pushdown accounting in the reporting period in which the change-in-control event occurs. If pushdown accounting is applied to an individual change-in-control event, that election is irrevocable. ASU 2014-17 was effective on November 18, 2014. The adoption of ASU 2014-17 did not have any effect on our financial position, results of operations or cash flows.

In November 2014, the FASB issued ASU 2014-16, "Derivatives and Hedging (Topic 815)." ASU 2014-16 addresses whether the host contract in a hybrid financial instrument issued in the form of a share should be accounted for as debt or equity. ASU 2014-16 is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2015. We do not currently have issued, nor are we investors in, hybrid financial instruments. Accordingly, we do not expect the adoption of ASU 2014-16 to have any effect on our financial position, results of operations or cash flows.

In August 2014, the FASB issued ASU No. 2014-15, "Presentation of Financial Statements - Going Concern (Subtopic 205-40)". ASU 2014-15 provides guidance related to management's responsibility to evaluate whether there is substantial doubt about an entity's ability to continue as a going concern and to provide related footnote disclosure. ASU 2014-15 is effective for annual periods ending after December 15, 2016, and for interim and annual periods thereafter. Early application is permitted. We do not expect the adoption of ASU 2014-15 to have a material effect on our financial position, results of operations or cash flows.

In June 2014, the FASB issued ASU No. 2014-12, "Compensation – Stock Compensation (Topic 718): Accounting for Share-Based Payments When the Terms of an Award Provide That a Performance Target Could Be Achieved after the Requisite Service Period." This ASU requires that a performance target that affects vesting and that could be achieved after the requisite service period be treated as a performance condition. ASU 2014-12 is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2015. We do not expect the adoption of ASU 2014-12 to have a material effect on our financial position, results of operations or cash flows.

In May 2014, the FASB issued ASU No. 2014-09, "Revenue from Contracts with Customers (Topic 606)." ASU 2014-09 affects any entity using U.S. GAAP that either enters into contracts with customers to transfer goods or services or enters into contracts for the transfer of nonfinancial assets unless those contracts are within the scope of other standards (e.g., insurance contracts or lease contracts). ASU 2014-09 is effective for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2016. We do not expect the adoption of ASU No. 2014-09 to have a material effect on our financial position, results of operations or cash flows.

In April 2014, the FASB issued ASU No. 2014-08, "Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360) and Reporting Discontinued Operations and Disclosures of Disposals of Components of an Entity." ASU 2014-08 amends the definition for what types of asset disposals are to be considered discontinued operations, as well as amending the required disclosures for discontinued operations and assets held for sale. ASU 2014-08 is effective for fiscal years, and interim periods within those fiscal years, beginning on or after December 15, 2014. The adoption of ASU 2014-08 did not have any effect on our financial position, results of operations or cash flows.

Management does not believe that any other recently issued, but not yet effective, accounting standards could have a material effect on the accompanying consolidated financial statements. As new accounting pronouncements are issued, the Company will adopt those that are applicable under the circumstances.

A variety of proposed or otherwise potential accounting standards are currently under study by standard setting organizations and various regulatory agencies. Due to the tentative and preliminary nature of those proposed standards, management has not determined whether implementation of such proposed standards would be material to our consolidated financial statements.

3. PROPERTY, PLANT AND EQUIPMENT

The following table illustrates the capitalized cost less accumulated depreciation arriving at the net carrying value on our books at March 31, 2015 and December 31, 2014.

	March 31, 2015	December 31, 2014
Plant	$ 569,420	$ 569,420
Machinery and equipment	2,553,475	2,529,531
Computer	116,071	116,071
Office equipment	20,739	20,739
Vehicles	163,899	163,899
Total	$ 3,423,604	$ 3,399,660
Less accumulated depreciation	(2,852,720)	(2,802,160)
	$ 570,884	$ 597,500

The Company had depreciation expense for the three months ended March 31, 2015 and 2014 of $32,803 and $30,750, respectively.

4. RECEIVABLE FROM SALE

On June 26, 2014, the International Centre for Dispute Resolution delivered a Final Award in the matter of Global Gold Corporation vs. Amarant Mining LTD and Alluvia Mining, Ltd. awarding Global Gold $16,800,000 USD plus $68,570USD in interest, costs, and fees, with post-award interest on unpaid amounts accruing at 9%. This award emanates from Global Gold's 2011 sale of Chilean gold mining assets and the buyers' repeated failures to pay and misrepresentations as described in prior filings and summarized below. In addition, the Tribunal's June 26, 2014 Award provided the following injunctive relief: " Per my previous orders in this matter, each of Amarant and Alluvia, including its officers and agents individually (including without limitation Johan Ulander), is continued to be enjoined, directly and indirectly, from alienating any assets, from transferring or consenting to the transfer of any shares, or performing or entering any transactions which would have the effect of alienating assets pending payment to Global Gold; Each of Amarant and Alluvia, including its officers and agents (including without limitation Johan Ulander) will provide within 5 business days all contracts, draft agreements, emails, records of financial transactions, financial statements, and all other documents in connection with their business affairs for purposes of determining whether Respondents have complied with the July 29, 2013 and subsequent orders, have diverted funds which could have been used to pay Global Gold, and to aid Global Gold in collection. Respondents shall specifically provide all documents related to Gulf Resource Capital, Amarant Finance, the IGE Resources stock sale and related transactions as well as documents related to the institutions from which Respondents have represented payment would issue including but not limited to: Mangold, Swedebank, Jool Capital, Skandinavska Bank, Credit Suisse, HSBC, Volksbank, Loyal Bank, Danskebank, NSBO, the "offtaker," and Clifford Chance escrow account. Respondents shall execute any documents reasonably necessary or required by any institution to give Claimant access to this information and documents."

As of March 31, 2015 and December 31, 2014, the Company was owed principal amounts (excluding penalties, interest, and additional payments) of $16,868,570 from Amarant from the sale of 100% of the Company's interest in the Compania Minera Global Gold Valdivia S.C.M. company ("GGV") (and the June 26, 2014 arbitral final award), which held the Pureo mining assets in Chile and 100% interest in its wholly owned subsidiaries Global Oro LLC and Global Plata LLC which are each 50% owners of Minera Global Chile Limitada, all as part of the amended agreement closed on December 2, 2011. The Company wrote down principal amounts of $16,868,570 and $1,282,398 as of December 31, 2014 and 2013, respectively, as impairment as Amarant has made partial payments but has yet to pay the full principal amounts due in full. Amarant has reportedly assigned its interest to Alluvia Mining Limited, a public limited liability company incorporated under the laws of Jersey ("Alluvia"), an assignment which the Company conditionally consented as of June 15, 2012, but as of December 31, 2014 and April 14, 2015, the conditions were not been met by any of Conventus, Amarant or Mr. Ulander. Amarant and Alluvia further entered into agreements with Gulf Resources Capital and other parties which the Company is researching to determine any of their liabilities. For details refer to Note 14 - Agreement and Commitment paragraph Conventus/Amarant Agreement.

5. ACCOUNTS PAYABLE AND ACCRUED EXPENSES

As of March 31, 2015 and December 31, 2014, the accounts payable and accrued expenses consisted of the following:

	March 31, 2015	December 31, 2014
Drilling work payable	$ 154,509	$ 87,997
Accounts payable	4,788,711	4,443,233
Interest payable	785,181	610,151
	$ 5,728,401	$ 5,141,381

6. MINE OWNERS DEBT FACILITIES

On July 5, 2013, GGCRL, GGCR Mining, and Mego concluded a fifteen year mine operating agreement with Linne as the operator along with an $8,800,000 debt facilities agreement to fund future production at the central section of the Toukhmanuk gold-silver open pit mine in Armenia. The debt facility includes interest at LIBOR plus 8%, and the operator, Linne, has an incentive based compensation model, to be paid approved costs plus 10% of the actual sales of gold, granting share options for up to 10% in GGCRL or the subsidiary project company in Armenia to Jacero Holdings Limited, a limited liability company incorporated in the Republic of Cyprus (“Jacero”), and extending the existing offtake agreement with IM until the end of 2027. The loan may be pre-paid. The Company and GGC have signed as a Guarantor on the debt facility agreement. The debt is secured by the Getik license as well as a subordinated security interest to ABB in Mego shares, the Toukhmanuk mining and exploration licenses, ore stockpile included in the Company’s Inventory and Mego property. The mine operator has procured a plant for expansion and begun mobilization to restart production. The balance due on the debt facilities as of March 31, 2015 and December 31, 2014 was $3,294,691, and $3,075,976, respectively. As of March 31, 2015 and December 31, 2014, the Company has accrued interest of $249,232 and $179,729, respectively, on this debt facility.

7. CONVERTIBLE NOTE PAYABLE

On December 29, 2011, the Company and CRA signed a Binding Term sheet for a convertible note facility for not less than $2,000,000 with a cash coupon of 3% per annum and a guaranteed minimum IRR of 15% at a "Liquidity Event" (the "Convertible Notes"). The Convertible Notes were guaranteed by GGC until the execution of the shares transfer agreements, which occurred on September 26, 2013. On January 17, 2012, the Company signed an "Instrument" covering the Convertible Notes supplementing the December 29, 2011 Binding Term sheet. The Instrument removed the 3% per annum cash coupon and provided that the Convertible Notes could be prepaid at any time prior to a liquidity event at par, defining a Liquidity Event as "an initial public offering of the Company's ordinary shares on a stock exchange or a Change of Control of the Company or any of its subsidiaries. A Change of Control was defined as "a change of 50.1% or more of a beneficial ownership of the legal and beneficial ownership of the Company or the relevant subsidiary except in the case of an initial public offering." On February 19, 2012, the Company, GGC, CRA and their respective subsidiaries signed a series of additional agreements which appointed GGM as the interim manager of the business and required reimbursement of its budgeted and other cost. In April and May 2012, notices of breach of those February 2012 agreements were issued and damages claims were asserted, then the outstanding issues were resolved in documents and resolutions executed on September 19, 2012. On September 19, 2012, repayment of the Convertible Notes was extended to the sooner of September 19, 2013, a Public Listing, or a financing of the Company with interest payable at 4% per annum. The joint venture was closed on October 26, 2012 with the registration of the Mego and Getik share transfer agreements. On November 22, 2013, the Company, GGC, CRA, and other parties agreed that all outstanding GGCRL group debt including the Convertible Notes will be audited and agreed then assumed by Signature Gold as part of the merger transaction. The November 22, 2013 agreement also provided that a repayment schedule of all debt will be determined once the audit is complete. The November 22, 2013 agreement did not trigger a 15% IRR provision because it does not constitute a Liquidity Event until the merged companies shares are publicly listed and is not a change of control since the beneficial ownership does not change by 50.1%.

On January 20, 2012, March 8, 2012, and March 28, 2012, the Company signed and approved Convertible Notes certificates each in the amount of $500,000 and totaling $1,500,000 and is carrying this as a liability, though the Company does not accept this liability for fraud and offsetting amounts caused by damage and non performance as well as other reasons. The November 22, 2013 agreement which was signed both by CRA and GGCRL waives any demand on GGCRL for repayment of the notes other than through the Signature transaction and audit process. In addition, GGCRL and the Company have received contradictory representations as to the identity of the true owner of the funds advanced from Messrs Borkowski and Premraj. The Convertible Notes themselves also provide for equal treatment, "coinvestment" of funds paid by the Company to GGCRL (Qualifying advances under the Convertible Notes require approval by a 75% of the GGCRL board.) On September 19, 2012, the CRA representative to the GGCRL board consented to an extension for the repayment of any debt to CRA until the sooner of September 19, 2013, a public listing of GGCRL, or a financing of GGCRL. In April 2013, the Company had indirectly received an informal notice from a purported representative of CRA alleging a default under the Convertible Notes. On June 18, 2013, GGC and GGCRL directly received a notice from the same purported CRA representative, Joseph Borkowski. On June 25, 2013, GGC, in a written response endorsed by Mr. Premraj, refuted (without dispute) the notice based on communications with CRA affiliated directors, lack of corporate authentication and contradictory corporate constitutional documentation which would prohibit GGC from recognizing Mr. Borkowski or Rasia FZE as in control of CRA. On July 1, 2013, GGC received written confirmation from a director of Consolidated Minerals Pte. Ltd. confirming that Consolidated Minerals Pte. Ltd. had funded the Convertible Notes to GGCRL, is the beneficial owner of those Notes, and reserves all legal rights to these Convertible Notes, not CRA. The owner, Mr. Premraj, and the representative of CRA, Jeffrey Marvin, signed the November 22, 2013 Merger Agreement with Signature Gold Limited which provided that repayment of the Convertible Notes and other GGCRL debt "will be audited and agreed then assumed by Signature Gold as part of this merger transaction. The assumption by Signature Gold of the audited Debt and Liabilities of the GGCRL Group is capped at US $8 million and will only occur following satisfactory audit and acceptance by Signature Gold. Following the assumption of any Debt and Liabilities of GGCRL Group by Signature Gold, each lender, vendor, creditor, and employee will have the option of converting their respective Debt and Liabilities into common shares in Signature Gold at the Issue Price. A repayment schedule of all debt remaining following any conversion elections will be determined once the audit is complete and a reasonable period, not to exceed 30 days, has been allowed for the election of conversions".

Thus, while including certain amounts claimed to have been advanced in its financial statements to be conservative, the Company has taken the position that the claims to repayment of the Notes are without merit. Mr. Borkowski purportedly on behalf of CRA filed a lawsuit in the Royal Court of Jersey in attempt to enforce the Notes, but on June 18, 2014, the Royal Court of Jersey denied CRA's claim for a default judgment on the Notes and held the matter over. Refer to Legal Proceedings for the dispute related to outstanding amount payable on Convertible Notes and advance payable matters.

On March 26, 2015, the Court of Appeals of the Island of Jersey ruled in the Company's favor in staying all proceedings and referring the claims initiated by Joseph Borkowski, purportedly on behalf of CRA to the contracted dispute resolution procedures in New York City. On the same day, the Court of Appeals also granted the Company its costs and fees for the entire proceedings with CRA.

8. ADVANCES PAYABLE CONSOLIDATED RESOURCES

In addition to the $1,500,000 received under the approved Convertible Notes, as describe in Note 7 above, the Company received additional advances of $394,244 which it is carrying this as a liability, though the Company reserves the right to contest this liability for fraud and offsetting amounts caused by damage and non performance as well as other reasons. There is no written agreement on these Advances Payable Consolidated Resources and the Company has not accrued any interest on them accordingly. Refer to Note 15 - Legal Proceedings for the dispute related to outstanding amount payable on convertible note and advance payable

9. NOTES PAYABLE – short and long term portion consisted of the following:

	March 31, 2015	December 31, 2014
Secured line of credit, 14% per annum, due March 20, 2015	$ -	$ 128,019
Less: current portion	-	(128,019)
Long term portion	$ -	$ -

On March 26, 2010, the Company, through its wholly owned subsidiary Mego Gold, LLC ("Mego") entered into a credit line agreement for 1 billion Armenian Drams (approximately $2,500,000) with Armbusinessbank Close Joint Stock Company ("ABB") in Yerevan, Armenia. The credit line includes a grace period on repayment of principal until April 20, 2011, is not revolving, may be prepaid at any time, and is to be drawn down towards equipment purchases, construction, and expansion of the existing plant and operations to increase production capacity to 300,000 tonnes of ore per year at Mego's Toukhmanuk property in Armenia. The loan is for a period of 5 years through March 20, 2015, bears interest at 14% for amounts borrowed, and bears interest at 2% for amount available but not borrowed. The loan has been fully repaid as of March 31, 2015. The loan is made and payable in local AMD currency. As security, 100% of the Mego shares and the mining right certified by the Mining License Agreement #287 with Purpose of Sub-Surface Exploitation and Mining License #HA-L-14/356 issued on August 5, 2005. The balance owed at March 31, 2015 and December 31, 2014 was $0 and $128,019, respectively. There was no accrued interest owed as of March 31, 2015 and December 31, 2014. See Subsequent Events for an update on the ABB loan.

10. NONCONTROLLING INTEREST IN JOINT VENTURE

Formation of joint venture

On April 27, 2011, the Company entered into a Joint Venture Agreement with CR. Pursuant to the agreement, the Company received $5,000,000 and agreed to transfer 100% interests in Mego and Getik Mining Company, LLC into the Joint Venture Company. The Company recorded this transaction in accordance with the provisions of ASC 810, “Consolidation.”

Transfer of interest

On September 26, 2012, the Company conditionally transferred 100% interests in Mego and Getik Mining Company, LLC at carrying value into the joint venture in accordance with ASC 805-50-30. According to ASC 805-50-30, when accounting for a transfer of assets between entities under common control, the entity that receives the net assets shall initially measure assets and liabilities transferred at their carrying amounts at the date of transfer.

Consolidation of Joint Venture Company

The Company consolidates the Joint Venture Company in accordance with ASC 810 based on the determination that it controls the Joint Venture Company due to its 51% ownership interest and including the following characteristics:

- The noncontrolling interest lacks participation rights in significant decisions made in the ordinary course of business; and
- The noncontrolling interest does not have the ability to dissolve the Joint Venture Company

Recognize and measure noncontrolling interest

Changes in a parent’s ownership interest while retaining its controlling financial interest are accounted for as an equity transaction. The carrying amount of the noncontrolling interest is adjusted to reflect the change in its ownership interest in the subsidiary. The difference between the fair value of the consideration received and the amount by which the noncontrolling interest is adjusted is recognized as equity attributable to the parent. Further, the carrying amount of the accumulated other comprehensive income is adjusted to reflect the change in the ownership interest in the subsidiary through a corresponding charge to equity attributable to the parent.

The following table summarizes the changes in Non-Controlling Interest for the three months ended March 31, 2015.

Balance, December 31, 2014	$	(2,393,169)
Net loss attributable to the non-controlling interest		(276,129)
Foreign currency translation loss		(142,315)
Balance, March 31, 2015	$	(2,811,613)

11. SEGMENT REPORTING BY GEOGRAPHIC AREA

The Company sells its products primarily to one customer in Europe. The Company performs ongoing credit evaluations on its customers and generally does not require collateral. The Company operates in a single industry segment, production of gold and other precious metals including royalties from other non-affiliated Companies production of gold and other precious metals.

For the three months ending March 31, 2015 and 2014, the Company did not have any revenue.

The following summarizes identifiable assets by geographic area:

	March 31, 2015	December 31, 2014
Armenia	$ 3,068,833	$ 3,065,277
United States	23,582	28,822
	$ 3,092,415	$ 3,094,099

The following summarizes operating losses before provision for income tax:

Net Loss table:

	March 31, 2015	March 31, 2014
Armenia	$ 324,473	$ 343,637
United States	339,194	335,811
	$ 663,667	$ 679,448

12. CONCENTRATION RISK

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash. The Company places its cash with high credit quality financial institutions in the United States and Armenia. Bank deposits in the United States did not exceed federally insured limits as of March 31, 2015 and December 31, 2014. As of March 31, 2015 and December 31, 2014, the Company had approximately $470 and $5,460, respectively, in Armenian bank deposits which may not be insured. The Company has not experienced any losses in such accounts through March 31, 2015 and as of the date of this filing.

The majority of the Company's present activities are in Armenia. As with all types of international business operations, currency fluctuations, exchange controls, restrictions on foreign investment, changes to tax regimes, political action and political instability could impair the value of the Company's investments.

13. CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The Company values shares issued to officers using the fair value of common shares on grant date.

Mr. Krikorian’s employment agreement was extended for an additional 3 year term from July 1, 2009 through June 30, 2012 with an annual salary of $225,000 and Mr. Krikorian was granted 1,050,000 shares of restricted common stock which will vest in equal semi-annual installments over the term of his employment agreement.

Mr. Boghossian’s employment agreement was extended for an additional 3 year term from July 1, 2009 through June 30, 2012 with an annual salary of $72,000 and Mr. Boghossian was granted 337,500 shares of restricted common stock which will vest in equal semi-annual installments over the term of his employment agreement.

Mr. Dulman's employment agreement was extended for an additional 3 year term from August 1, 2009 through July 31, 2012 with an annual salary of $150,000 and Mr. Dulman was granted 225,000 shares of restricted common stock which will vest in equal semi-annual installments over the term of his employment agreement. Mr. Dulman was also granted stock options to purchase 225,000 shares of common stock of the Company at $0.14 per share (based on the closing price at his renewal) vesting in equal quarterly installments over the term of his employment agreement.

Effective July 1, 2012, the Company entered employment agreement extensions with Ashot Boghossian and Van Krikorian, and effective August 1, 2012, with Jan Dulman as recommended by the Company's Compensation Committee and approved by the Board of Directors on June 15, 2012. The agreements are extended for an additional three years under the same terms except for Mr. Dulman who will receive an annual salary of $165,000, which constitutes a $15,000 raise per year, and an additional 25,000 restricted shares of the Company's Common Stock annually in lieu of the option grants in his prior contract beginning August 1, 2012 when the extension begins for Mr. Dulman. All shares issued under these extensions will vest in equal semi-annual installments over the term of the employment agreements. All shares were issued at fair market value and are amortized over the term of the employment agreements. In July 2012, the Company issued 2,437,500 shares of common stock in connection with these extensions.

On July 1, 2012 the Company granted performance and retention bonus awards of restricted shares of the Company's Common Stock to Van Krikorian (500,000 shares) and Jan Dulman (250,000 shares) as recommended by the Company's Compensation Committee and approved by the Board of Directors on June 15, 2012. All shares issued under this bonus award will vest in equal semi-annual installments over the next two years through June 30, 2014. All shares were issued at fair market value and are amortized in accordance with the vesting period.

On May 16, 2014, the Company issued as directors' fees to each of the six directors (Nicholas Aynilian, Drury J. Gallagher, Harry Gilmore, Ian Hague, Lester Caesar and Van Z. Krikorian) 50,000 restricted shares of the Company's Common Stock at $0.11 per share for a total value of $33,000. The shares were issued pursuant to the Board's April 16, 2014 decision from which date the shares were valued.

On May 16, 2014, the Company declared a stock bonus to employees in Armenia 260,000 restricted shares of the Company's Common Stock at $0.11 per share for a total value of $28,600. The shares were issued pursuant to the Board's April 16, 2014 decision from which date the shares were valued.

On June 20, 2014, the Company declared a stock bonus to Dr. W.E.S. Urquhart in Chile of 50,000 restricted shares of the Company's Common Stock at $0.10 per share for a total value of $5,000. All shares issued will vest in equal quarterly installments over two years through June 30, 2016.

On June 20, 2014, the Company's Compensation Committee granted retention bonuses to Mr. Krikorian of $55,000, Mr. Dulman of $45,000 and Mr. Boghossian of $35,000 to be payable upon the receipt of funding from the Chile sale.

On June 20, 2014, the Company's independent compensation committee and the board of directors authorized employment amendments and extensions to Messrs. Krikorian, Boghossian, Dulman, and Caesar under the same terms of their prior 2012 agreements.

The amount of total deferred compensation amortized for the three months ended March 31, 2015 and 2014 was $26,344 and $43,531, respectively.

On January 22, 2014, the Company received loans from Drury Gallagher and Ian Hague, Directors of the Company, in the amounts of $373,000 and $127,000, respectively, which carry at an annual rate of 9%. As of March 31, 2015, these amounts remain unpaid and the Company has accrued interest of $53,384.

As of March 31, 2015 and December 31, 2014, the Company owed Drury Gallagher, the Company's Director and Treasurer, $4,127 for expense reimbursement which bears no interest and which remain unpaid as of the date of this filing.

As of March 31, 2015 and December 31, 2014, one of the Company's Directors, Drury Gallagher, was owed $1,806,000 and $1,697,000, respectively, from interest free loans which remain unpaid as of the date of this filing.

As of March 31, 2015 and December 31, 2014, the Company owes unpaid wages of approximately $1,250,000 and $1,152,000, respectively, to management including approximately $615,000 and $559,000, respectively to Mr. Van Krikorian and $450,000 and $409,000, respectively, to Mr. Jan Dulman. The Company is accruing interest at an annual rate of 9% on the net of taxes wages owed to management. March 31, 2015 and December 31, 2014, the Company had accrued interest of approximately $258,000 and $238,000, respectively. The Company has also accrued the contingent bonus payable to the management for $270,000 as of March 31, 2015 and December 31, 2014.

As of March 31, 2015 and December 31, 2014, the Company had interest free loans due to employees in Armenia of approximately $141,000 and $142,000, respectively.

14. AGREEMENTS AND COMMITMENTS

Industrial Minerals/Linne/Jacero Agreements

On March 24, 2009, the Company signed a supply contract agreement with Industrial Minerals SA ("IM"), a Swiss Company. The agreement is for IM to purchase all of the gold and silver concentrate produced at the Company's Toukhmanuk facility at 85% of LBMA less certain treatment and refining charges.

On February 25, 2010, the Company, through its wholly owned subsidiary Mego entered into an agreement with IM to provide Mego with an advance of $450,000 from IM against future sales of gold and silver concentrate (the "Advance"). The Advance was provided by IM on February 26, 2010. The Company owed $87,020 from the Advance as of March 31, 2015 and December 31, 2014.

Key terms include; that Mego provides IM with an exclusive off-take agreement for its gold and silver concentrate in Armenia through December 31, 2012; for 2009 and until February 25, 2010, the price IM paid Mego for gold and silver concentrate was calculated based on 85% of the London AM/PM Gold Fixation and London Silver Spot ("London Rates"), until Mego delivers 2,250 metric tons of concentrate the 85% is reduced to 80%, after 2,250 metric tons have been delivered the price will revert to 85% of London Rates; Mego provides IM with a security interest in its current ore stockpile in Armenia; and the Company provides for a corporate guarantee for repayment of the Advance.

On July 5, 2013, the Company through its majority owned subsidiary Global Gold Consolidated Resources Limited, a Jersey Island private limited liability company ("GGCRL"), and GGCRL wholly owned subsidiaries GGCR Mining, LLC, a Delaware limited liability company ("GGCR Mining"), and Mego-Gold, LLC, a limited liability company incorporated in the Republic of Armenia ("Mego"), concluded a fifteen year mine operating agreement, all as further described in Exhibit 10.62 below, with Linne Mining LLC, a limited liability company incorporated in the Republic of Armenia ("Linne"), as the operator along with an $8,800,000 debt facilities agreement to fund future production at the central section of the Toukhmanuk gold-silver open pit mine in Armenia. The debt facility includes interest at LIBOR plus 8%, and the operator, Linne, has an incentive based compensation model, to be paid approved costs plus 10% of the actual sales of gold, all as further described in Exhibit 10.63 below. The Company has signed as a Guarantor on the debt facility agreement. The mine operator has begun mobilization to restart production this year.

The existing offtake agreement with Industrial Minerals, SA was also extended until the end of 2027, all as further described in Exhibit 10.64 below, and share options for up to 10% in GGCRL or the subsidiary project company in Armenia were also granted in related agreements with Jacero Holdings Limited, a limited liability company incorporated in the Republic of Cyprus ("Jacero"), all as further described in Exhibit 10.65 below.

Viking Investment/CREO Agreements

On July 5, 2013, GGCRL, and its wholly owned affiliates Mego, and Getik Mining Company, a limited liability company incorporated in the Republic of Armenia ("Getik"), also finalized an agreement effective June 20, 2013 with Creo Design (Pty) Limited, a company incorporated in the Republic of South Africa ("CREO"), and Viking Investment Limited, a company incorporated in the Hong Kong ("Viking"). The agreement is for CREO to manage the technical work with local employees and contractors leading to feasibility studies at the Getik property in Armenia as well as at the 50 plus square kilometer exploration license area surrounding the central section of the Toukhmanuk mine. The Armenian government recently extended this exploration license to July 2, 2016 and the English and Armenian of the current license have been posted on the Global Gold website. The agreement also calls for Viking to finance the initial budgeted expenses until GGCRL is publicly listed at a charge of costs plus 10%, all as further described in Exhibit 10.66 below.

As of March 31, 2015, Viking and CREO have failed to meet their obligations and are in material breach of the contract. The Company is reviewing its options with respect to the breaches of contract and to preserve the Getik licenses.

Caldera Agreements

On November 10, 2014, the International Centre for Dispute Resolution Final Award, with retired Justice Herman Cahn as the sole arbitrator, ruled in favor of Global Gold on damages and a range of other outstanding issues. The total damage award is $10,844,413 with interest at 9% and penalties continuing to accrue if Caldera does not comply with the equitable relief granted. Of the total damage award, $3 million is compensation and $1 million is punitive damages for the defamatory publications by Caldera's principal Vasilios Bill Mavridis against Global Gold and its principals. This Final Award terminates the arbitration proceedings which Caldera instituted against Global Gold in 2010. Global Gold prevailed in the first, liability phase of the arbitration and four prior court cases, as summarized and reported in April 2013. A full copy of the 42 page Final Award as well as the other rulings is available at the Global Gold website: www.globalgoldcorp.com. Previous rulings in this matter included that Montreal based Caldera Resources, led by the brothers John Mavridis and Bill Mavridis, failed to make agreed payments to Global Gold despite having raised almost $5 million, failed to issue stock due, misrepresented the approval of the Toronto Stock Exchange of the parties' contract, and otherwise breached the joint venture agreement. Caldera through its Biomine, LLC subsidiary also acquired a "Marjan West" license area which it claimed was adjacent to Marjan but in fact overlapped with Marjan. Armenian Courts at three levels found that Caldera had deceptively and illegally registered full control over the Marjan Mining Company to itself without the signatures or authorization of Global Gold, and a U.S. Federal Court confirmed the phase 1 arbitration findings while rejecting Caldera's arguments to vacate the award. The November 10, 2014 Final Award resolved all other outstanding issues with the following specific findings and rulings requiring Caldera to:

1. turn over to Global Gold at its offices in Rye, New York all books, records, contracts, communications, and property related in any way to the Marjan property in Armenia and the Marjan Mining Company, including specifically the Armenian Marjan Mining Company seal, and shall pay Global Gold $50,000 plus $250 per day for every day following issuance of this Final Award that such materials are not delivered;

2. turn over to Global Gold at its offices in Rye, New York communications Caldera and/or Mr. Mavridis has had with third parties concerning Global Gold its officers, agents, directors and business…Without limitation, the following shall also be turned over to Global Gold: all direct and indirect (for example through a translator or agent) communications with the following individuals and organizations: Azat Vartanian, Petros Vartanian, …, Joseph Borkowski, Jeffrey Marvin,… Prem Premraj…, Rasia FZE, Johan Ulander, Ecolur,… Tom Prutzman, …, Stockhouse, Investor's Hub, shareholders of Global Gold, and any governmental or regulatory authorities-- Caldera shall pay Global Gold $100 per day for every day following issuance of this Final Award that such materials are not delivered;

3. issue a press release correcting the April 30, 2013 Caldera release …stating that the original release is retracted with all property books and records (including all exploration data) related to the Marjan property transferred to Global Gold and that neither Caldera nor its successors retain rights to the Marjan mine in Armenia and shall pay Global Gold $50,000 plus $100 per day for every day following issuance of this Final Award that such correcting release is not issued;

4. Caldera did not spend the minimum $1 million threshold necessary to be eligible for an NSR Royalty interest and therefore Caldera has no NSR Royalty or any other interest in the Marjan property;

5. the $150,000 which Caldera paid to Global Gold was not pursuant to the JV Agreement (which did not become effective) but pursuant to the December 2009 Agreement therefore Global Gold is not obligated to make any payments to Caldera;

6. pay Global Gold $115,000 for Caldera's refusal to turn over 500,000 shares of stock in 2010;

7. pay Global Gold $3,174,209 for Caldera's failure to make agreed payments to Global Gold;

8. pay Global Gold $577,174 for legacy governmental liabilities concerning the Marjan property and shall indemnify and hold Global Gold harmless (including attorney fees) from any governmental claims or liabilities associated with the time they control the seal of the Marjan Mining Company;

9. pay Global Gold $967,345 for violating Paragraph (1) of the Final Partial Award requiring turnover of property and [for] interference in Global Gold's development of Marjan and shall relinquish the portions of the Marjan West license which overlap or in any way impinge on Marjan;

10. Caldera is liable for defamation and tortious interference with contractual and business relations with regard to Global Gold and its related personnel and so shall (i) pay Global Gold $3 million in compensatory damages…, (ii) pay Global Gold $1 million in punitive or exemplary damages…, (iii) remove all the materials and websites controlled in any way by them which were admitted as exhibits on defamatory publications in this case from the internet and other locations, (iv) remove and be permanently enjoined from using Global Gold's trading symbol without permission; (v) not share those materials with others or arrange to have them posted anonymously or otherwise- (vi) independently, … Global Gold and those who have been named by Caldera and Bill Mavridis in the admitted exhibits on defamatory publications as well as their attorneys [are granted] the authority to contact internet service providers, search engine firms, social media sites, stock discussion boards (including but not limited to Google, Yahoo, Facebook, Twitter, Stockhouse, Investor's Hub and Bing) to use this Final Award to remove the material as defamatory;

11. for the breaches of the Confidentiality Stipulations and Orders in this case, …all publications of "confidential" or attorney eyes only material [shall] be removed from the internet and any other locations and that their substance not be republished and …Global Gold and its attorneys [are granted] the authority to contact internet service providers, search engine firms, social media sites, stock discussions board (including but not limited to Google, Yahoo, Facebook, Twitter, Stockhouse, Investor's Hub and Bing) to use this Final Award to remove the material-- Caldera shall pay Global Gold for $100 per day every day that persons associated with Caldera remain in violation of the Confidentiality Stipulation and Order following the issuance of this Final Award including for each day until full disclosure of all emails and other communications with third parties that the information was shared with or discussed;

12. pay $1,822,416 for attorney fees and costs;

13. reimburse Global Gold $88,269 paid to the arbitration association and for the compensation and expenses of the arbitrator.

The Final Award was certified for purposes of Article I of the United Nations New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards and for purposes of the Federal Arbitration Act.

On December 18, 2009, the Company entered into an agreement with Caldera Resources Inc. (“Caldera”) outlining the terms for a joint venture on the Company’s Marjan property in Armenia (“Marjan JV”).

Key terms included that Caldera shall, subject to terms and conditions, earn a 55% interest in the Marjan Gold-Silver-Polymetallic Project after completing a bankable feasibility study on the project or spending US$3.0M on the property.

As additional consideration, Caldera made a non-refundable US$50,000 deposit by December 30, 2009 and issued 500,000 shares of the company on a post-consolidated basis. Caldera was also to make a payment of US$100,000 no later than March 30, 2010. A definitive agreement was to be signed as soon as possible, upon completion of due diligence review, respective board approvals and any regulatory approval that may be required. The Company received the US$50,000 deposit on December 29, 2009, and (after March 31, 2010) the $100,000 payment.

On March 24, 2010, the Company entered into an agreement with Caldera establishing the terms for a joint venture on the Company's Marjan property in Armenia ("Marjan JV") which amended the terms of the December 18, 2009 agreement.

Key terms included that Caldera would own 55% of the shares of a newly created joint venture company, become the operator of the project, and be responsible for all expenses. To maintain its 55% interest, Caldera was obligated to spend up to US$ 3,000,000 on the Property, and issue 500,000 shares of Caldera to the Company. The joint venture board would have two Caldera representatives and one Global Gold representative. However, certain actions including adoption of the annual operating and capital budgets require unanimous consent. Should Caldera not perform in accordance with the terms of the Marjan JV, then Global Gold would have 100% interest of the Marjan JV transferred back and Caldera will receive a Net Smelter Royalty (" NSR ") on the Marjan property equal to .5% for each tranche of US$ 1,000,000 up to a maximum NSR of 3% without any prorating.

Also under the terminated joint venture agreement Caldera would own 100% in the Marjan Gold-Silver Project by making quarterly payments totaling US$ 2,850,000, starting September 30, 2010. If Caldera missed one of its quarterly payments based on its failure to raise funds from capital markets, it was entitled to an automatic 30 day extension from each quarterly payment; if Caldera defaulted on an extended payment then Caldera would forfeit its shares of the Marjan JV, be relieved of its investment commitment, but still be liable for the payments to Global Gold which would accrue interest at 10%, and possibly retain a royalty interest as described above. If Caldera made its payments and completed its obligations, Global Gold would retain a 1.5% NSR on all production on the Central zone and a 2.5% NSR on all production on the Northern zone. Caldera could prepay the payments, fulfill the investment commitment, and take 100% interest of the JV at any time.

The agreement was subject to approval by the TSX Venture Exchange and the Board of Directors of the respective companies. As of April 30, 2010, Caldera paid the Company $100,000. Caldera further informed the Company that it received TSX Venture Exchange approval on the transaction, which subsequently proved to be untrue. On October 7, 2010, the Company terminated the Marjan JV for Caldera's non-payment and non-performance as well as Caldera's illegal registrations in Armenia and other actions. In October 2010, Caldera filed for arbitration in New York City. In September 2010, at Caldera's invitation, the Company filed to reverse the illegal registration in Armenia. That litigation and the New York arbitration were subsequently resolved in favor of the Company, restoring the Company's 100% ownership of Marjan. The Armenian Government issued a new mining license to the Company's wholly owned subsidiary Marjan Mining Company on March 5, 2013.

The arbitration hearing with respect to Global Gold's costs, attorney fees, and counterclaims for damages took place on September 10, 2014 in New York City.

See Note 15 - Legal Proceedings.

Consolidated Resources Agreement

As of March 17, 2011, the Company entered into an agreement (the "Formation Agreement") with Consolidated Resources USA, LLC, a Delaware company ("CRU") for a joint venture on the Company's Toukhmanuk and Getik properties in Armenia (the "Properties"). Upon payment of the initial consideration as provided below, Global Gold and CRU will work together for twelve months (the "12 Month Period") to develop the Properties and cause the Properties to be contributed to a new joint venture company, whose identity and terms will be mutually agreed, (the "JVC"). Rasia, a Dubai-based principal advisory company, acted as sole advisor on the transaction.

Key terms include CRU paying initial consideration of $5,000,000 as a working capital commitment to Global Gold payable by: a $500,000 advance immediately following the execution of the Formation Agreement (the "Advance"); $1,400,000 payable following the satisfactory completion of due diligence by CRU and the execution of definitive documents in 30 days from the date of this Agreement; and $3,100,000 according to a separate schedule in advance and payable within 5 business days of the end of every calendar month as needed.

On April 27, 2011, the Company entered into an agreement with Consolidated Resources Armenia, an exempt non-resident Cayman Islands company ("CRA"); and its affiliate CRU, (hereinafter collectively referred to as "CR"), to fund development and form a joint venture on the Properties (the "JV Agreement"). The JV Agreement was entered pursuant to the Formation Agreement.

CR completed its due diligence with satisfaction, and as of the date of the JV Agreement completed the funding of the required $500,000 Advance. Upon the terms and subject to the conditions of JV Agreement, CR will complete the funding of the remaining $4,500,000 of its $5,000,000 working capital commitment related to Toukhmanuk and Getik according to an agreed, restricted funding schedule which includes $1,400,000 payable following the execution of the Agreement and the remaining $3,100,000 payable over the next 12 months with payments occurring within 5 business days of the end of each calendar month as needed. In addition, Mr. Jeffrey Marvin of CR was elected a member of the Global Gold Board of Directors and attended the Company's annual meeting on June 10, 2011. As of December 31, 2011, the Company received the full $5,000,000 funding from CR. Mr. Marvin resigned from the Global Gold board on February 24, 2012 for personal reasons.

Pursuant to the JV Agreement, Global Gold and CR were working together for twelve months (the "12 Month Period") from the date of the JV Agreement to develop the Properties, improve the financial performance and enhance shareholder value. The JV Agreement enables Global Gold to complete its current Toukhmanuk production expansion to 300,000 tonnes per year and advance exploration in Armenia. Global Gold and CR agree to form a new Joint Venture Company ("JVC") to be established by CR, subject to terms and conditions mutually and reasonably agreed with Global Gold, provided that JVC shall have no liabilities, obligations, contingent or not, or commitments, except pursuant to a shareholders' agreement. Global Gold and CR intend to integrate all of Global Gold's Toukhmanuk and Getik mining and exploration operations into the JVC.

The JVC will (i) own, develop and operate Toukhmanuk and Getik, (ii) be a company listed on an exchange fully admitted to trading or be in the process of being listed on such exchange and (iii) have no liabilities, obligations, contingent or not, or commitments except pursuant to the shareholders agreement. The JVC will issue new shares to the Company such that following any reverse merger or initial public offering of JVC's shares ("IPO"), Global Gold shall directly or indirectly hold the greater of (a) 51% of the equity of JVC, or (b) $40.0 million in newly issued stock of JVC, calculated based on the volume weighted average price ("VWAP") of such shares over the first 30 (thirty) days of trading following the IPO, assuming issuance of all shares issuable in the IPO, and assuming issuance of all shares issuable as management shares and conversion of the Notes issued under the Instrument (as defined) and all other convertible securities and exercise of any warrants or other securities issued in connection with the IPO, such that if following any reverse merger or IPO, the value of $40.0 million in newly issued shares based on VWAP of JVC shares is greater than the Global Gold's 51% equity ownership in JVC valued as above, new shares in JVC will be issued to the Global Gold such that the aggregate value of Global Gold's ownership in JVC is shares having a value of $40.0 million based on VWAP, and the Company shall remain in control of the JVC following the public listing.

On February 6, 2012, the Company received consent from shareholders representing a majority over 65% of its outstanding Common Stock to transfer the 100% interests in Mego and Getik Mining Company, LLC into GGCR Mining, LLC, a Delaware limited liability company, owned by a joint venture company, Global Gold Consolidated Resources Limited, a Jersey Island private limited company ("GGCR"), per the terms of the April 27, 2011 Joint Venture Agreement with Consolidated Resources Armenia, an exempt non-resident Cayman Islands company ("CRA"). The JVC was to issue new shares to the Company such that following any reverse merger or initial public offering of JVC's shares ("IPO"), Global Gold shall directly or indirectly hold the greater of (a) 51% of the equity of JVC, or (b) $40.0 million in newly issued stock of JVC, calculated based on the volume weighted average price ("VWAP") of such shares over the first 30 (thirty) days of trading following the IPO, assuming issuance of all shares issuable in the IPO, and assuming issuance of all shares issuable as management shares and conversion of the Notes issued under the Instrument (as defined) and all other convertible securities and exercise of any warrants or other securities issued in connection with the IPO, such that if following any reverse merger or IPO, the value of $40.0 million in newly issued shares based on VWAP of JVC shares is greater than the Global Gold's 51% equity ownership in JVC valued as above, new shares in JVC will be issued to the Global Gold such that the aggregate value of Global Gold's ownership in JVC is shares having a value of $40.0 million based on VWAP, and the Company shall remain in control of the JVC following the public listing, all as further described in exhibit 10.34 below. The Board of Directors of Global Gold Corporation previously approved the same transaction, discussed above, on January 5, 2012.

Based on the approval of the Board of Directors of Global Gold received on January 5, 2012 and on receiving consent from its shareholders representing over a 65% majority of its outstanding Common Stock on February 6, 2012, to transfer the 100% interest in Mego and Getik Mining Company, LLC into GGCR Mining, LLC, a Delaware limited liability company ("GGCR Mining"), owned by a joint venture company, Global Gold Consolidated Resources Limited, a Jersey Island private limited company ("GGCR"), per the terms of the April 27, 2011 Joint Venture Agreement with Consolidated Resources Armenia, an exempt non-resident Cayman Islands company ("CRA"), the Company entered into the following agreements on or about February 19, 2012 updating previous agreements, all as further described in the exhibits attached, on the following dates:

- Shareholders Agreement for GGCR dated February 18, 2012 (Exhibit 10.36)
- Supplemental Letter dated February 19, 2012 (Exhibit 10.37)
- Getik Assignment and Assumption Agreement dated February 19, 2012 (Exhibit 10.38)
- MG Assignment and Assumption Agreement dated February 19, 2012 (Exhibit 10.39)
- Guaranty dated February 19, 2012 (by GGC to CRA) (Exhibit 10.40)
- Guaranty dated February 19, 2012 (by GGCR Mining to CRA) (Exhibit 10.41)
- Security Agreement dated February 19, 2012 (by GGCR and GGCR Mining to CRA) (Exhibit 10.42)
- Action by Written Consent of the Sole Member of GGCR Mining, LLC dated February 19, 2012 (Exhibit 10.43)
- Certificate of Global Gold Corporation dated February 19, 2012 (Exhibit 10.44)
- Global Gold Consolidated Resources Limited Registered Company No 109058 Written resolutions by all of the directors of the Company (Exhibit 10.45)
- Action by Written Consent of the Board of Managers of GGCR Mining, LLC (Exhibit 10.46)

Key terms included that Global Gold will retain 51% of the shares of GGCR, which will be a subsidiary of the Company, per the terms of the April 27, 2011 Joint Venture Agreement as approved and described above. The Board of Directors of GGCR Mining would be comprised of Van Krikorian, from GGC, Premraj, from CRA, and three non-executive independent directors to be selected in the future. Pending the closing, if any, GGM was designated as the manager of the Toukhmanuk and Getik properties, with reasonable costs incurred by GGM with respect thereto being passed through to GGCRL and GGCR Mining, as applicable, for reimbursement. The April 26, 2012 deadline set in the April 2011 JV Agreement to close the transaction passed without a closing for several reasons, as previously reported, clarification and settlement efforts followed.

On September 26, 2012, GGM entered into two Share Transfer Agreements with GGCR Mining covering the transfer of all the shares of the Armenian companies Mego and the Getik Mining Company, LLC which respectively hold the Toukhmanuk and Getik mining properties in Armenia. The Share Transfer Agreements were concluded in accordance with the previously disclosed agreements with Consolidated Resources Armenia and Consolidated Resources USA, LLC, a Delaware limited liability company to fund development and form a joint venture on the Company's Toukhmanuk and Getik properties in Armenia. GGCR Mining will (i) own, develop and operate Toukhmanuk and Getik gold mining properties, and be a (ii) be a company listed on an exchange fully admitted to trading. As of September 19, 2012, GGCRL resolved reported outstanding issues which had blocked implementation of the joint venture agreement and execution of the Share Transfer Agreements. Global Gold's ownership in GGCRL is and shall be the greater value of either 51% or the pro forma value of $40.0 million 30 days after the stock is publicly traded. The sole officers of GGCRL as of September 19, 2012 are: Mr. Van Krikorian, Executive Chairman; Mr. Jan Dulman, Financial Controller/CFO/Treasurer; and Mr. Ashot Boghossian Armenia Managing Director, with Ogier -Corporate Services (Jersey) Limited continuing as secretary of the Company. See attached Exhibits 10.58 and 10.59.

On October 26, 2012, the shares of Mego and Getik were registered, subject to terms and conditions as stated in the transfer documents, with the State Registry of the Republic of Armenia, as being fully owned by GGCR Mining. The registration was completed after approval was given by ABB which required Global Gold to guaranty the ABB line of credit payable. CRA failed to meet the terms and conditions.

See Note 15 - Legal Proceedings, below.

Rent Agreements

On April 1, 2011, the Company moved its corporate headquarters from Greenwich, CT to 555 Theodore Fremd Avenue, Rye, NY 10580. The new lease is for five years and had annual costs of; $63,045 in year 1, $64,212 in year 2, $65,380 in year 3, $66,547 in year 4, and $67,715 in year 5.

15. LEGAL PROCEEDINGS

CRA Related

On January 6, 2014, the Company received notice from Mr. Borkowski that the amount due to CRA in accordance with the Convertible Notes was $2,197,453 plus interest $933,942 at 15% neither of which the Company believes is valid and is only carrying the $1,500,000 in Notes plus the $394,244 of Advances payable. The January 6, 2014 notice from Mr. Borkowski acknowledges that amounts above $1,500,000 are “uncertificated.” No Company approval or adequate substantiation for crediting the difference of $1,894,244 and $2,197,453 as amount due under the Convertible Notes or as Advances has been provided. The Company and GGC have also raised fraud issues with CR which have not been resolved; if unresolved, the fraud issues would vitiate CR’s rights and create liabilities. A draft audit report was prepared, but both CRA and its director Mr. Premraj each failed to attend two shareholder and board meetings to consider the draft report. The February 27, 2014 shareholder and board meetings were adjourned in accordance with the Articles and when the shareholder meeting reconvened on March 7, 2014 the Company voted its majority shares to approve the draft audit report. On March 10, 2014, Mr. Borkowski purportedly on behalf of CRA received an “Order of Justice” and injunction from the Royal Court of Jersey against GGCRL, the Executive Chairman of GGCRL and the Company enjoining it from certain activities. The order was applied for and received on an ex parte basis without giving any of the defendants notice or opportunity to be heard and based on incomplete and fraudulent representations. Neither Mr. Premraj who was consistently represented as the owner of CRA or Mr. Marvin who signed every agreement on behalf of CRA submitted a sworn statement in support of CRA or Mr. Borkowski so there are additional concerns about fraud and misrepresentation as well as counterparty risk. GGCRL matters are subject to a broad arbitration agreement, and the Company has triggered the dispute resolution provisions of the 2011 JVA as well as subsequent arbitration agreements, and the arbitration agreement has been upheld by the Jersey courts. The Jersey legal action is considered to be a bad faith tactic, not based in law or fact, and designed only to extract extra legal advantages against the Company. On April 2, 2014, the aspects of the ex parte injunction affecting operations have been lifted. The Company is still considering its legal options with respect to CRA as well as the individuals who have misled the Company, frustrated the GGCRL joint venture as well as the November 2013 merger agreement with Signature, and breached the relevant agreements. The Company is also aware that Mr. Borkowski has attempted to buy the Mego Gold ABB loan from the ABB bank (since repaid in full), has materially interfered in the Company’s contractual and business affairs and is cooperating with Mr. Mavridis and Caldera Resources in issuing defamatory material on the internet and elsewhere against the Company and its principals. The Company has also received registry documents showing that in 2012 Mr. Borkowski established a company with Caldera's representative to Armenia named the "Aparan Mining Company." The Company has also received additional information on Mr. Borkowski’s activities relative to damaging the Company and attempting to misappropriate its assets in Armenia.

In the Jersey legal action, Mr. Borkowski attempted to obtain judgment on the Convertible Notes claim for CRA, but the court denied that attempt and held the issue over in a judgment dated June 18, 2014; the court awarded the Company its costs in defending the attempt by Mr. Borkowski purportedly on behalf of CRA.

On March 26, 2015, the Court of Appeals of the Island of Jersey ruled in the Company’s favor in staying all proceedings and referring the claims initiated by Joseph Borkowski, purportedly on behalf of CRA to the contracted dispute resolution procedures in New York City. On the same day, the Court of Appeals also granted the Company its costs and fees for the entire proceedings with CRA.

Amarant and Alluvia Related

On August 6, 2013, the American Arbitration Association International Centre for Dispute Resolution issued a Partial Final Award in favor of the Company for $2,512,312 as a liquidated principal debt plus 12% interest and excluding any additional damages, attorney fees, or costs which will be discussed at a later time. Additionally, the American Arbitration Association enjoined Amarant and Alluvia from assigning or alienating any assets or performing or entering transactions which would have the effect of alienating its respective assets pending payment of $2,512,312 to Global Gold. Amarant and Alluvia have not complied with the arbitral award to pay, produce records, or, apparently, enter transactions pending payment in full to Global Gold. Subsequent to the arbitral award, Amarant and Alluvia announced on the Amarant website in 2013 that "[t]he companies have reached an agreement with a UAE based consortium to sell material parts of their assets. The deal was signed on the 30th September in London and consists of three parts. The first stage consists of the sales of the shares in Mineral Invest and Alluvia that are pledged as security for various bridge financing solutions and short term financing. In a second stage the consortium will provide the operational companies MII and Alluvia with necessary funding to start the operations and settle off short term debts and obligations in Alluvia and Mineral Invest including, but not limited to, legal fees to the SOVR law firm, license fees, funds owed to Global Gold related to the purchase of the Valdevia, Chile property and remaining payments against NSR commitments in connection with the Huakan deal. The first two stages are expected to be completed by the end of 2013." Global Gold was contacted by Mr. Ulander and separately by the former Chairman of Alluvia, Mr. Thomas Dalton, as the representative of the consortium, Gulf Resource Capital, referenced in the Amarant/Alluvia announcement to settle the arbitration award and despite the expectation of payments, no payments were made by December 31, 2013 and the parties have not reached a definitive agreement. There can be no assurance that Gulf Resource Capital will pay on behalf of Amarant and Alluvia, Global Gold will continue to seek enforcement of the arbitral award to the full extent as well as pursue its claims of additional damages in the ongoing arbitration.

On June 26, 2014, the International Center for Dispute Resolution International Arbitration Tribunal delivered a Final Award in the matter of Global Gold Corporation vs. Amarant Mining LTD and Alluvia Mining, Ltd. awarding Global Gold $16,800,000 USD plus $68,570.25 USD in interest, costs, and fess, with post-award interest on unpaid amounts accruing at 9%. In addition, the Tribunal provided the following injunctive relief: " Per my previous orders in this matter, each of Amarant and Alluvia, including its officers and agents individually (including without limitation Johan Ulander), is continued to be enjoined, directly and indirectly, from alienating any assets, from transferring or consenting to the transfer of any shares, or performing or entering any transactions which would have the effect of alienating assets pending payment to Global Gold; each of Amarant and Alluvia, including its officers and agents (including without limitation Johan Ulander) will provide within 5 business days all contracts, draft agreements, emails, records of financial transactions, financial statements, and all other documents in connection with their business affairs for purposes of determining whether Respondents have complied with the July 29, 2013 and subsequent orders, have diverted funds which could have been used to pay Global Gold, and to aid Global Gold in collection. Respondents shall specifically provide of all documents related to Gulf Resource Capital, Amarant Finance, the IGE Resources stock sale and related transactions as well as documents related to the institutions from which Respondents have represented payment would issue including but not limited to: Mangold, Swedebank, Jool Capital, Skandinavska Bank, Credit Suisse, HSBC, Volksbank, Loyal Bank, Danskebank, NSBO, the "offtaker," and Clifford Chance escrow account. Respondents shall execute any documents reasonably necessary or required by any institution to give Claimant access to this information and documents" all as more particularly set out in Exhibit 10.68.

The Company is actively pursuing worldwide enforcement of the monetary award and injunctive relief granted.

Hankavan Related

In 2006, GGH, which was the license holder for the Hankavan and Marjan properties, was the subject of corrupt and improper demands and threats from the now former Minister of the Ministry of Environment and Natural Resources of Armenia, Vardan Ayvazian. The Company reported this situation to the appropriate authorities in Armenia and in the United States. Although the Minister took the position that the licenses at Hankavan and Marjan were terminated, other Armenian governmental officials assured the Company to the contrary and Armenian public records confirmed the continuing validity of the licenses. The Company received independent legal opinions that all of its licenses were valid and remained in full force and effect, continued to work at those properties, and engaged international and local counsel to pursue prosecution of the illegal and corrupt practices directed against the subsidiary, including international arbitration. On November 7, 2006, the Company initiated the thirty-day good faith negotiating period (which is a prerequisite to filing for international arbitration under the 2003 SHA, LLC Share Purchase Agreement) with the three named shareholders and one previously undisclosed principal, Mr. Ayvazian. The Company filed for arbitration under the rules under the International Chamber of Commerce, headquartered in Paris, France ("ICC"), on December 29, 2006. On September 25, 2008, the Federal District Court for the Southern District of New York ruled that Mr. Ayvazian was required to appear as a respondent in the ICC arbitration. On September 5, 2008, the ICC International Court of Arbitration ruled that Mr. Ayvazian shall be a party in accordance with the decision rendered on September 25, 2008 by the Federal District Court for the Southern District of New York. Subsequently, in December 2011 the ICC Tribunal decided to proceed only with the three named shareholders; in March 2012, GGM filed an action in Federal District Court pursuant to that Court's decisions for damages against Ayvazian and/or to conform the ICC Tribunal to the precedents, and on July 11, 2012 the Federal Court entered judgment in favor of the Company, which was not appealed and became final. Based on the evidence of the damages suffered as a result of Ayvazyan's actions, the final $37,537,978.02 federal court judgment in favor of GGM is comprised of $27,152,244.50 in compensatory damages plus $10,385,734.52 of interest at 9% from 2008. The Company has notified the ICC that the pending arbitration against the other three shareholders should be terminated as moot, considering the final judgment against Ayvazian. The ICC has complied with the Company's request and terminated that proceeding. On September 6, 2012, the United States Marshal Service for the Southern District of New York filed for service a Writ of Execution to be enforced against Mr. Vardan Ayvazyan in favor of GGM. The Writ of Execution was issued by the United States District Court for the Southern District of New York following the order and judgment of Judge J. Paul Oetken and final entry of that judgment (No. 12,1260). The terms of the Writ of Execution and the Thirty Seven Million Five Hundred Thirty Seven Thousand Nine Hundred Seventy Eight dollars and Two cents ($37,537,978.02) amount of the judgment in favor of GGM are more particularly described in Exhibit 10.56 below. On November 21, 2013, the Company received from its attorneys the "without prejudice" ruling of the Judge J. Paul Oetken of United States District Court for the Southern District of New York which vacated the $37.5 million default judgment which the Company had obtained against former Armenian Minister of Environment Vartan Ayvazian solely on jurisdictional grounds. The ruling is expressly "without prejudice" to Global Gold's right to re-file or continue to pursue the case. The court did not rule on the corruption charges or damage amount caused by Ayvazian's actions, basing its findings on Ayvazian's general insufficient contacts with New York. One of the shareholders of the Armenian party to the agreement under which the Company brought suit against Ayvazian identified him as the undisclosed principal who controlled the transaction and divided the funds paid by Global Gold. The November 21, 2013 court ruling also did not address those facts. This ruling has no effect on the Company's financial statements as this judgment was never recorded on the Company's books. The United States Court of Appeals for the Second Circuit in New York subsequently confirmed the dismissal "without prejudice" to the Company, and the Company is considering its options.

In addition, and based on the US Armenia Bilateral Investment Treaty, GGM filed a request for arbitration against the Republic of Armenia for the actions of the former Minister of Environment and Natural Resources with the International Centre for Settlement of Investment Disputes, which is a component agency of the World Bank in Washington, D.C. ("ICSID"), on January 29, 2007. On August 31, 2007, the Government of Armenia and GGM jointly issued the following statement, "[they] jointly announce that they have suspended the ICSID arbitration pending conclusion of a detailed settlement agreement. The parties have reached a confidential agreement in principle, and anticipate that the final settlement agreement will be reached within 10 days of this announcement." The Company has learned from public records that GeoProMining Ltd., through an affiliate, has become the sole shareholder of an Armenian Company, Golden Ore, LLC, which was granted a license for Hankavan. GeoProMining Ltd. is subject to the 20% obligations as successor to Sterlite Resources, Ltd. As of February 25, 2008, GGM entered into a conditional, confidential settlement agreement with the Government of the Republic of Armenia to discontinue the ICSID arbitration proceedings, which were discontinued as of May 2, 2008. This agreement did not affect the ICC arbitration or litigation involving similar subject matter.

Marjan Related

Based on a false representation by Caldera, on June 17, 2010, Global Gold Corporation and its subsidiary, GGM, LLC (collectively "Global") and Caldera Resources, Inc. ("Caldera") announced TSX-V approval of their March 24, 2010 joint venture agreement to explore and bring the Marjan property into commercial production. As previously reported, the property is held with a twenty-five year "special mining license," effective April 22, 2008, and expiring April 22, 2033, which expanded the prior license term and substantially increased the license area. The license required payments of annual governmental fees and the performance of work at the property as submitted and approved in the mining plan, which includes mining of 50,000 tonnes of mineralized rock per year, as well as exploration work to have additional reserves approved under Armenian Law in order to maintain the licenses in good standing. Caldera advised Global as well as governmental authorities that it would not be complying with the work requirements which prompted 90 day termination notices from the government and the October 7, 2010 joint venture termination notice from Global, which Global had agreed to keep the termination notice confidential until October 15, 2010.

The joint venture agreement provided that Caldera would be solely responsible for license compliance and conducting the approved mining plan, and that "[i]n the event that Caldera does not, or is otherwise unable to, pursue this project and pay to Global Gold the amounts provided for hereunder, Caldera's rights to the Property and the shares of Marjan-Caldera Mining LLC shall be forfeited and replaced by a Net Smelter Royalty (the "NSR")." Caldera did not meet the threshold to earn any NSR under the agreement, and its notice of license non-compliance as well as its failure to pay resulted in an automatic termination of its rights by operation of the agreement. The agreement provided that Caldera would deliver 500,000 of its shares to Global, "subject to final approvals of this agreement by the TSX Venture Exchange." Caldera advised that the TSX Venture Exchange approval was issued in June 2010 and Caldera failed to deliver the shares. Subject to a 30 day extension if it could not raise the funds in capital markets, Caldera agreed to make a $300,000 payment to the Company on September 30, 2010 and December 31, 2010; $250,000 on March 30, 2011, September 30, 2011, September 30, 2011, December 30, 2011, March 30, 2012, September 30, 2012, and September 30, 2012; and $500,000 on December 31, 2012. Caldera raised sufficient funds, but did not make these payments.

The agreement was subject to approval by the TSX Venture Exchange and the Board of Directors of the respective companies. Caldera further informed the Company that it received TSX Venture Exchange approval on the transaction, which subsequently proved to be untrue. On October 7, 2010, the Company terminated the Marjan JV for Caldera's non-payment and non-performance as well as Caldera's illegal registrations in Armenia and other actions. In October 2010, Caldera filed for arbitration in New York City. In September 2010, at Caldera's invitation, the Company filed to reverse the illegal registration in Armenia. That litigation and the New York arbitration were subsequently resolved in favor of the Company, restoring the Company's 100% ownership of Marjan.

In a final, non-appealable decision issued and effective February 8, 2012, the Armenian Court of Cassation affirmed the July 29, 2011 Armenian trial court and December 12, 2012 Court of Appeals decisions which ruled that Caldera's registration and assumption of control through unilateral charter changes of the Marjan Mine and Marjan Mining Company, LLC were illegal and that ownership rests fully with GGM. The official versions of the Armenian Court decisions are available through http://www.datalex.am / , with English translations available on the Company's website.

On March 29, 2012, in the independent New York City arbitration case Global Gold received a favorable ruling in its arbitration proceeding in New York with Caldera which is available on the Company's website, see Exhibit 10.48. The arbitrator issued a Partial Final Award which orders the Marjan Property in Armenia to revert to GGM based on the two failures to meet conditions precedent to the March 24, 2010 agreement. First, Caldera failed and refused to deliver the 500,000 shares to Global. Second, Caldera did not submit the final joint venture agreement to the TSX-V for approval until the middle of the arbitration proceedings, instead relying on superseded versions in its regulatory submissions and submitting "Form 5Cs" to the TSX-V which were false representations of Caldera's obligations to Global.

The Partial Award states "By misrepresenting its payment obligations to the TSX-V, Caldera painted a false financial picture to the TSX-V and the investing public." In addition, the arbitrator found that had he not come to the conclusions above, "Caldera and its officers effectively breached the JV Agreement and the terms of the Limited Liability Agreement" in multiple ways, including Caldera's failure to make quarterly payments to Global.

The Partial Award orders reversion of the Marjan property to Global, return of amounts paid to Global by Caldera returned as the JV Agreement did not go into effect, an Net Smelter Royalty to Caldera of 0.5% for each tranche of $1 million actually spent on the property, and further proceedings on Global's claims for damages with additional hearings currently set to begin July 11, 2012. As previously reported, Global's records establish that Caldera did not spend $1 million on the Marjan property. Additionally, tax returns filed by Caldera in Armenia report less than $400,000 spent on the property. The parties' arbitration agreement further provides that the award "shall be final and non-appealable" and for the award of attorney fees, arbitrator's fees, and other costs. In accordance with the Arbitrator's order and the JV agreement, Global Gold has filed to confirm the Partial Final Award in Federal Court. Caldera is opposing the confirmation. The amounts paid to Global by Caldera total $150,000 and is included in the Company's accounts payable, although they are disputed and offset by damages and other amounts due by Caldera to the Company.

In an Opinion and Order signed on April 15, 2013 and released on April 17, 2013, U.S. Federal Judge Kenneth M. Karas of the Southern District of New York confirmed the March 29, 2012 American Arbitration Association arbitration award issued by retired Justice Herman Cahn which, among other things, stated that "[t]he property should revert to [Global Gold] within thirty (30) days from the date [of the arbitration award – by April 29, 2012]. Obviously, [Global Gold] may cause the appropriate governmental bodies in Armenia to register the property in [Global Gold's] name." All as further described in the exhibit 10.61 below.

The Company has reestablished control of Marjan Mining Company which is the license holder of the Marjan property. A new mining license, valid until April 22, 2033, has been issued to the Company. The Company's control has not been established over certain property, records, financial and tax information, or other assets maintained by Caldera such as warehouse and drill core as Caldera has failed to turn over such property despite being ordered to do so. The Company is proceeding with plans to mine in compliance with the mining license, and implement additional exploration to the best of its ability. The Company is also taking legal action to protect its rights in an adjacent territory indentified as "Marjan West" for which Caldera has publicly claimed to have a license but according to public, on-line government records, the company holding the license is 100% owned by another person.

Caldera has also publicly claimed that it continues to have rights to the Marjan property based on the parties' December 2009 agreement, but that agreement to agree was merged into the March 2010 agreement, called for completion of payments by Caldera by the end of 2012, and included other terms which Caldera cannot meet. Caldera's attempt to raise this issue in the arbitral proceedings following the March 29, 2012 decision in Global Gold's favor has not succeeded. Caldera and its officers and agents have also continued a defamatory campaign of harassment and filing of false claims over the internet and elsewhere against the Company and its officials which may be pursued during the damages phase of the arbitration.

On November 10, 2014, the International Centre for Dispute Resolution Final Award, with retired Justice Herman Cahn as the sole arbitrator, ruled in favor of Global Gold on damages and a range of other outstanding issues to finally resolve all outstanding issues. The total damage award is $10,844,413 with interest at 9% and penalties continuing to accrue if Caldera does not comply with the equitable relief granted. Of the total damage award, $3 million is compensation and $1 million is punitive damages for the defamatory publications by Caldera's principal Vasilios Bill Mavridis against Global Gold and its principals. This Final Award terminates the arbitration proceedings which Caldera instituted against Global Gold in 2010. Global Gold prevailed in the first, liability phase of the arbitration and four prior court cases, as summarized and reported in April 2013. A full copy of the 42 page Final Award as well as the other rulings is available at the Global Gold website: www.globalgoldcorp.com. Previous rulings in this matter included that Montreal based Caldera Resources, led by the brothers John Mavridis and Bill Mavridis, failed to make agreed payments to Global Gold despite having raised almost $5 million, failed to issue stock due, misrepresented the approval of the Toronto Stock Exchange of the parties' contract, and otherwise breached the joint venture agreement. Caldera through its Biomine, LLC subsidiary also acquired a "Marjan West" license area which it claimed was adjacent to Marjan but in fact overlapped with Marjan. Armenian Courts at three levels found that Caldera had deceptively and illegally registered full control over the Marjan Mining Company to itself without the signatures or authorization of Global Gold, and a U.S. Federal Court confirmed the phase 1 arbitration findings while rejecting Caldera's arguments to vacate the award. The November 10, 2014 Final Award resolved all other outstanding issues with the following specific findings and rulings requiring Caldera to:

1. turn over to Global Gold at its offices in Rye, New York all books, records, contracts, communications, and property related in any way to the Marjan property in Armenia and the Marjan Mining Company, including specifically the Armenian Marjan Mining Company seal, and shall pay Global Gold $50,000 plus $250 per day for every day following issuance of this Final Award that such materials are not delivered;

2. turn over to Global Gold at its offices in Rye, New York communications Caldera and/or Mr. Mavridis has had with third parties concerning Global Gold its officers, agents, directors and business…Without limitation, the following shall also be turned over to Global Gold: all direct and indirect (for example through a translator or agent) communications with the following individuals and organizations: Azat Vartanian, Petros Vartanian, …, Joseph Borkowski, Jeffrey Marvin,… Prem Premraj…, Rasia FZE, Johan Ulander, Ecolur,… Tom Prutzman, …, Stockhouse, Investor's Hub, shareholders of Global Gold, and any governmental or regulatory authorities-- Caldera shall pay Global Gold $100 per day for every day following issuance of this Final Award that such materials are not delivered;

3. issue a press release correcting the April 30, 2013 Caldera release …stating that the original release is retracted with all property books and records (including all exploration data) related to the Marjan property transferred to Global Gold and that neither Caldera nor its successors retain rights to the Marjan mine in Armenia and shall pay Global Gold $50,000 plus $100 per day for every day following issuance of this Final Award that such correcting release is not issued;

4. Caldera did not spend the minimum $1 million threshold necessary to be eligible for an NSR Royalty interest and therefore Caldera has no NSR Royalty or any other interest in the Marjan property;

5. the $150,000 which Caldera paid to Global Gold was not pursuant to the JV Agreement (which did not become effective) but pursuant to the December 2009 Agreement therefore Global Gold is not obligated to make any payments to Caldera;

6. pay Global Gold $115,000 for Caldera's refusal to turn over 500,000 shares of stock in 2010;

7. pay Global Gold $3,174,209 for Caldera's failure to make agreed payments to Global Gold;

8. pay Global Gold $577,174 for legacy governmental liabilities concerning the Marjan property and shall indemnify and hold Global Gold harmless (including attorney fees) from any governmental claims or liabilities associated with the time they control the seal of the Marjan Mining Company;

9. pay Global Gold $967,345 for violating Paragraph (1) of the Final Partial Award requiring turnover of property and [for] interference in Global Gold's development of Marjan and shall relinquish the portions of the Marjan West license which overlap or in any way impinge on Marjan;

10. Caldera is liable for defamation and tortious interference with contractual and business relations with regard to Global Gold and its related personnel and so shall (i) pay Global Gold $3 million in compensatory damages…, (ii) pay Global Gold $1 million in punitive or exemplary damages…, (iii) remove all the materials and websites controlled in any way by them which were admitted as exhibits on defamatory publications in this case from the internet and other locations, (iv) remove and be permanently enjoined from using Global Gold's trading symbol without permission; (v) not share those materials with others or arrange to have them posted anonymously or otherwise- (vi) independently, … Global Gold and those who have been named by Caldera and Bill Mavridis in the admitted exhibits on defamatory publications as well as their attorneys [are granted] the authority to contact internet service providers, search engine firms, social media sites, stock discussion boards (including but not limited to Google, Yahoo, Facebook, Twitter, Stockhouse, Investor's Hub and Bing) to use this Final Award to remove the material as defamatory;

11. for the breaches of the Confidentiality Stipulations and Orders in this case, …all publications of "confidential" or attorney eyes only material [shall] be removed from the internet and any other locations and that their substance not be republished and …Global Gold and its attorneys [are granted] the authority to contact internet service providers, search engine firms, social media sites, stock discussions board (including but not limited to Google, Yahoo, Facebook, Twitter, Stockhouse, Investor's Hub and Bing) to use this Final Award to remove the material-- Caldera shall pay Global Gold for $100 per day every day that persons associated with Caldera remain in violation of the Confidentiality Stipulation and Order following the issuance of this Final Award including for each day until full disclosure of all emails and other communications with third parties that the information was shared with or discussed;

12. pay $1,822,416 for attorney fees and costs;

13. reimburse Global Gold $88,269 paid to the arbitration association and for the compensation and expenses of the arbitrator.

The Final Award was certified for purposes of Article I of the United Nations New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards and for purposes of the Federal Arbitration Act. The Company is actively pursuing enforcement of the monetary damages and injunctive relief granted.

Armenian Tax Authority Related

On January 12, 2012, the Armenian Court of Cassation confirmed prior trial and appellate court rulings rejecting a proposed tax assessment against the Company's Mego-Gold subsidiary by the Armenian State Revenue Agency related to an incorrect claim concerning gold production at Toukhmanuk as well as incorrect applications of relevant law. Subsequently, the State Revenue agency has continued investigations and intimated that it is investigating and may make further claims against the Company based on the same matters previously adjudicated in the Company's favor as well as based on claims initiated and related to Caldera Resources and its agents during and after legal proceedings in which the Company prevailed against Caldera. Independent legal counsel has been engaged on these matters, and the Company considers that it has no liabilities in connection with allegations noted to date. The Company has alerted Armenian authorities to the evidence of corruption in connection with the purported investigation and the role of Caldera and its agents. As a part of operating in the country, the Company regularly has to deal with tax claims by authorities, none of which rise to the level of materiality. The Company also learned that Mr. Borkowski purportedly of CRA met with Armenian tax officials in attempt to gain leverage for his claims against the Company, with no tax consequence to the Company as well as exoneration for the false claims.

General

The Company is subject to various legal proceedings and claims that arise in the ordinary course of business or which constitute nuisance claims. In the opinion of management, the amount of any ultimate liability with respect to these actions will not materially affect the Company's consolidated financial statements or results of operations. The Company has been brought to court by several disgruntled former employees and contractors for unpaid salaries and invoices, respectively, as well as some penalties for nonpayment which totals approximately $280,000. The Company has recorded a liability for the actual unpaid amounts due to these individuals of approximately $158,000 as of March 31, 2015 and the Company has depleted the approximately $25,000 previously deposited at the Armenian Marshall service as security for the claims. The Company is currently, and will continue to, vigorously defending its position in courts against these claims that are without merit. The Company is also negotiating directly with these individuals outside of the courts in attempt to settle based on the amounts of the actual amounts due as recorded by the Company in exchange for prompt and full payment.

16. SUBSEQUENT EVENTS

In accordance with ASC 855, “Subsequent Events,” the Company evaluated subsequent events after the balance sheet date of March 31, 2015 through the date of the unaudited condensed consolidated financial statements were available to be issued.

As of April 11, 2015, ABB bank has released all of its security interests on the Company's properties in Armenia.

On May 5, 2015, the Company executed employment agreement extensions effective July 1, 2015, with Ashot Boghossian and Van Krikorian, and effective August 1, 2015, with Jan Dulman as recommended by the Company’s Compensation Committee and approved by the Board of Directors on June 20, 2014. The agreements are extended for an additional three years under the same terms. All shares issued under these extensions will vest in equal semi-annual installments over the term of the employment agreements. All shares were issued at fair market value and are amortized over the term of the employment agreements. On May 8, 2015, the Company issued 1,687,500 shares of common stock in connection with these extensions.

On May 8, 2015, the Company issued as directors’ fees to each of the six directors (Nicholas Aynilian, Drury J. Gallagher, Harry Gilmore, Ian Hague, Lester Caesar and Van Z. Krikorian) 50,000 restricted shares of the Company’s Common Stock at $0.01 per share for a total value of $3,000. The shares were issued pursuant to the Board’s April 27, 2015 decision from which date the shares were valued.

On May 8, 2015, the Company declared a stock bonus to employees in Armenia 260,000 restricted shares of the Company’s Common Stock at $0.01 per share for a total value of $2,600. The shares were issued pursuant to the Board’s April 27, 2015 decision from which date the shares were valued.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION.

F ORWARD L OOKING S TATEMENTS

This quarterly report on Form 10-Q and other reports filed by Global Gold Corp. ("we," "us," "our," or the "Company") from time to time with the SEC contain or may contain forward-looking statements and information that are based upon beliefs of, and information currently available to, the Company's management as well as estimates and assumptions made by Company's management. Readers are cautioned not to place undue reliance on these forward looking statements, which are only predictions and speak only as of the date hereof. When used in the filings, the words "anticipate," "believe," "estimate," "expect," "future," "intend," "plan," or the negative of these terms and similar expressions as they relate to the Company or the Company's management identify forward-looking statements. Such statements reflect the current view of the Company with respect to future events and are subject to risks, uncertainties, assumptions, and other factors. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from those anticipated, believed, estimated, expected, intended, or planned.

Although the Company believes that the expectations reflected in the forward-looking statements are reasonable, the Company cannot guarantee future results, levels of activity, performance, or achievements. Except as required by applicable law, including the securities laws of the United States, the Company does not intend to update any of the forward-looking statements to conform these statements to actual results.
Our unaudited condensed financial statements are prepared in accordance with accounting principles generally accepted in the United States ("GAAP").

These accounting principles require us to make certain estimates, judgments, and assumptions. We believe that the estimates, judgments and assumptions upon which we rely are reasonable based upon information available to us at the time that these estimates, judgments, and assumptions are made. These estimates, judgments, and assumptions can affect the reported amounts of assets and liabilities as of the date of the unaudited condensed financial statements as well as the reported amounts of revenues and expenses during the periods presented. Our unaudited condensed financial statements would be affected to the extent there are material differences between these estimates. This discussion and analysis should be read in conjunction with the Company's unaudited condensed financial statements and accompanying notes to the unaudited condensed financial statements for the three months ended March 31, 2015.

When used in this discussion, the words "expect(s)", "feel(s)", "believe(s)", "will", "may", "anticipate(s)" and similar expressions are intended to identify forward-looking statements. Such statements are subject to certain risks and uncertainties, which could cause actual results to differ materially from those projected. Readers are cautioned not to place undue reliance on these forward-looking statements, and are urged to carefully review and consider the various disclosures elsewhere in this Form 10-Q. The provision of Section 27A of the Securities Act of 1933 and Section 21 of the Securities and Exchange Act of 1934 shall apply to any forward looking information in this Form 10-Q.

RECENT UPDATES

As of April 11, 2015, ABB bank has released all of its security interests on the Company's properties in Armenia.

On May 5, 2015, the Company executed employment agreement extensions effective July 1, 2015, with Ashot Boghossian and Van Krikorian, and effective August 1, 2015, with Jan Dulman as recommended by the Company's Compensation Committee and approved by the Board of Directors on June 20, 2014. The agreements are extended for an additional three years under the same terms. All shares issued under these extensions will vest in equal semi-annual installments over the term of the employment agreements. All shares were issued at fair market value and are amortized over the term of the employment agreements. On May 8, 2015, the Company issued 1,687,500 shares of common stock in connection with these extensions.

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On May 8, 2015, the Company declared a stock bonus to employees in Armenia 260,000 restricted shares of the Company's Common Stock at $0.01 per share for a total value of $2,600. The shares were issued pursuant to the Board's April 27, 2015 decision from which date the shares were valued.

RESULTS OF OPERATIONS

THREE MONTHS ENDED MARCH 31, 2015 AND 2014

During the three month period ended March 31, 2015 and 2014, the Company did not have any revenue. The lack of revenue is attributable to no sales of gold concentrate from the Toukhmanuk property because of operational funding delays, needing a new tailings damn, and the status and funding of the Consolidated Resources joint venture.

During the three month period ended March 31, 2015, the Company's administrative and other expenses were $435,784 which represented an increase of $49,144 from $386,640 in the same period last year. The expense increase was primarily attributable to increased legal expenses of $20,163, compensation expense of $33,651 and insurance expenses of $11,267 offset by a decrease of stock compensation of $17,187.

During the three month period ended March 31, 2015, the Company did not have any mine exploration costs which represented a decrease of $109,534 from $109,534 in the same period last year. The expense increase was attributable to the decreased activity at the Toukhmanuk Property of $109,534.

During the three month period ended March 31, 2015, the Company's amortization and depreciation expenses were $107,382 which represented an increase of $2,053 from $105,329 in the same period last year. The expense increase was attributable to an increase in depreciation expense of $2,053.

During the three month period ended March 31, 2015, the Company had interest expense of $120,501 which represented an increase of $42,556 from $77,945 in the same period last year. The expense increase was attributable to an increase of interest expense of $5,297 on wages payable, an increase of $55,654 on mine owners debt facilities, and an increase of $2,709 on note payable to Directors offset by a decrease in interest expense of $21,147 on a secured line of credit due principal payments made.

Deposits on contracts and equipment increased by $107,811 at March 31, 2015 from $1,570,625 due to the purchase of equipment.

Current liabilities increased by $926,078 as of March 31, 2015 due to increases in accounts payable of $587,020, wages payable of $140,983, mine owners debt facility of $218,715 and note payable to director of $109,000 offset by a decrease in employee loans of $1,621 and secured line of credit – short term portion of $128,019.

LIQUIDITY AND CAPITAL RESOURCES

The Company continues to experience liquidity challenges.

As of March 31, 2015 the Company's total assets were $3,092,415, of which $937 consisted of cash or cash equivalents.

The Company's expected plan of operation for the calendar year 2015 is:

(a) To complete construction of the plant expansion, implement the mining plan and to recommence operating expanded mining operations at Toukhmanuk in accordance with the mine operator's approved plan, and to continue to explore this property to confirm and develop historical reports, to explore and develop the Getik property in Armenia;

(b) To mine, develop, and explore at the Marjan property in Armenia;

(c) To pursue enforcement of the International Arbitration awards and court judgments against CRA, Caldera Resources, and Conventus/Alluvia/Amarant;

(d) To review and acquire additional mineral bearing properties in Chile, Armenia, and other countries; and

(e) Pursue additional financing through private placements, debt and/or joint ventures.

On July 5, 2013, the Company concluded a fifteen year operating agreement with Linne Mining, LLC ("Linne") as the operator along with an $8,800,000 debt facilities agreement to fund future production at Toukhmanuk. On June 30, 2014, the Armenian government issued the tailings dam permit (available on the Company's website) for the Toukhmanuk property to which the Company was entitled and was a prerequisite to processing ore. Equipment for the plant upgrades has been delivered to the mine site for assembly and operation. The Company continues to work with the mine contractor, Linne, in accordance with the approved plan and to construct the new tailings dam, and the design and construction of a new upgraded plant to be completed and operational for production in 2015.

The Company may engage in research and development related to exploration and processing during 2015, and may purchase additional equipment and mining assets to expand production.

The Company has received a going concern opinion from its independent public accounting firm. This means that our auditors believe that there is doubt that we can continue as an on-going business for the next twelve months unless we raise additional capital to pay our bills. This is because the Company has not generated any substantial revenues. The Company has been able to continue based upon its receipt of funds from the issuance of equity securities and by acquiring assets or paying expenses by issuing stock, debt, or sale of assets. The Company's continued existence is dependent upon its continued ability to raise funds through the issuance of securities. Management's plans in this regard are to obtain other financing until profitable operation and positive cash flow are achieved and maintained.

Besides the funding from agreements with Linne, there are no firm commitments from third parties to provide additional financing, and the Company needs additional funds in order to conduct any active mining development and production operations in the foreseeable future. The Company is in discussion to acquire additional financing, but there can be no assurance that any financing for current operations, acquisitions or future projects will be available for such purposes or that such financing, if available, would be on terms favorable or acceptable to the Company.

Net Cash Provided by (Used in) Operating Activities

Net cash provided by operating activities was $174,201 for the three months ended March 31, 2015, as compared to net cash used of $(418,871) for the three months ended March 31, 2014. The decrease of $593,072 was primarily due to an increase in accounts payable and accrued expenses of $467,772, increase in accrued interest of $60,693, increase in wages payable of $14,432 and decrease in other current and non-current assets of $49,528.

Net Cash Used in Investing Activities

Net cash used in investing activities was $0 for the three months ended March 31, 2015 and 2014.

Net Cash Provided by Financing Activities

During the three months ended March 31, 2015 cash provided by financing activities decreased by $558,193 to $112,581 compared to $670,774 for the three months ended March 31, 2014, primarily due to decrease in the proceeds from notes payable to Directors.

Off-Balance Sheet Arrangements

We do not have any off-balance sheet arrangements that have, or are reasonably likely to have, a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results or operations, liquidity, capital expenditures or capital resources that is material

to investors.

Critical Accounting Policies and Estimates

There have been no material changes to our critical accounting policies and estimates from the information provided in Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations", included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2014.

Recent Accounting Pronouncements

Please see Note 2 of the Notes to Unaudited Condensed Consolidated Financial Statements in this quarterly report concerning new accounting standards.

Inflation

We believe that inflation has not had, and is not expected to have, a material effect on our operations.

Climate Change

We believe that neither climate change, nor governmental regulations related to climate change, have had, or are expected to have, any material effect on our operations.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

The Company does not hold any market risk sensitive instruments nor does it have any foreign currency exchange agreements. The Company maintains an inventory of unprocessed ore and gold concentrate which are carried on the balance sheet at $451,569 and $11,342, respectively, as of March 31, 2015 and December 31, 2014 with our Armenian subsidiary Mego-Gold LLC. The Company carries and values its unprocessed ore and gold concentrate inventory at the lower of cost or market. Periodically, and no less than on an annual basis, the Company compares the carrying value of its inventory to current market prices to determine if its carrying value should be adjusted. The Company is currently reporting its inventory at cost which is still less than the current market value so recent fluctuations in gold prices have no effect on our carrying value of inventory. The Company does not maintain any commodity hedges or futures arrangements with respect to this unprocessed ore.

Financial instruments which potentially subject the Company to concentrations of credit risk consist principally of cash. The Company places its cash with high credit quality financial institutions in the United States and Armenia. Bank deposits in the United States did not exceed federally insured limits as of March 31, 2015 and December 31, 2014. As of March 31, 2015 and December 31, 2014, the Company had approximately $470 and $5,460, respectively, in Armenian bank deposits which may not be insured. The Company has not experienced any losses in such accounts through March 31, 2015 and as of the date of this filing.

The majority of the Company's present activities are in Armenia. As with all types of international business operations, currency fluctuations, exchange controls, restrictions on foreign investment, changes to tax regimes, political action and political instability could impair the value of the Company's investments.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of our disclosure controls and procedures, as such term is defined under Rule 13a-15(e) and Rule 15d-15(e) promulgated under the Securities Exchange Act of 1934, as amended ("Exchange Act"), as of March 31, 2015. Based on this evaluation, our principal executive officer and principal financial officer have concluded that our disclosure controls and procedures are effective to ensure that information required to be disclosed by us in the reports we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the Securities and Exchange Commission's rules and forms and that our disclosure and controls are designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is accumulated and communicated to our management, including our principal executive officer and principal financial officer, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

Management's internal control report over financial reporting was not subject to attestation by the Company's independent registered public accounting firm pursuant to temporary rules of the Securities and Exchange Commission that permit the Company to provide only management's report.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting that occurred during our most recently completed fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting except raw material and work in process physical inventories are being performed at the end of each quarter.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings.

CRA Related

On January 6, 2014, the Company received notice from Mr. Borkowski that the amount due to CRA in accordance with the Convertible Notes was $2,197,453 plus interest $933,942 at 15% neither of which the Company believes is valid and is only carrying the $1,500,000 in Notes plus the $394,244 of Advances payable. The January 6, 2014 notice from Mr. Borkowski acknowledges that amounts above $1,500,000 are “uncertificated.” No Company approval or adequate substantiation for crediting the difference of $1,894,244 and $2,197,453 as amount due under the Convertible Notes or as Advances has been provided. The Company and GGC have also raised fraud issues with CR which have not been resolved; if unresolved, the fraud issues would vitiate CR’s rights and create liabilities. A draft audit report was prepared, but both CRA and its director Mr. Premraj each failed to attend two shareholder and board meetings to consider the draft report. The February 27, 2014 shareholder and board meetings were adjourned in accordance with the Articles and when the shareholder meeting reconvened on March 7, 2014 the Company voted its majority shares to approve the draft audit report. On March 10, 2014, Mr. Borkowski purportedly on behalf of CRA received an “Order of Justice” and injunction from the Royal Court of Jersey against GGCRL, the Executive Chairman of GGCRL and the Company enjoining it from certain activities. The order was applied for and received on an ex parte basis without giving any of the defendants notice or opportunity to be heard and based on incomplete and fraudulent representations. Neither Mr. Premraj who was consistently represented as the owner of CRA or Mr. Marvin who signed every agreement on behalf of CRA submitted a sworn statement in support of CRA or Mr. Borkowski so there are additional concerns about fraud and misrepresentation as well as counterparty risk. GGCRL matters are subject to a broad arbitration agreement, and the Company has triggered the dispute resolution provisions of the 2011 JVA as well as subsequent arbitration agreements, and the arbitration agreement has been upheld by the Jersey courts. The Jersey legal action is considered to be a bad faith tactic, not based in law or fact, and designed only to extract extra legal advantages against the Company. On April 2, 2014, the aspects of the ex parte injunction affecting operations have been lifted. The Company is still considering its legal options with respect to CRA as well as the individuals who have misled the Company, frustrated the GGCRL joint venture as well as the November 2013 merger agreement with Signature, and breached the relevant agreements. The Company is also aware that Mr. Borkowski has attempted to buy the Mego Gold ABB loan from the ABB bank (since repaid in full), has materially interfered in the Company’s contractual and business affairs and is cooperating with Mr. Mavridis and Caldera Resources in issuing defamatory material on the internet and elsewhere against the Company and its principals. The Company has also received registry documents showing that in 2012 Mr. Borkowski established a company with Caldera's representative to Armenia named the "Aparan Mining Company." The Company has also received additional information on Mr. Borkowski’s activities relative to damaging the Company and attempting to misappropriate its assets in Armenia.

In the Jersey legal action, Mr. Borkowski attempted to obtain judgment on the Convertible Notes claim for CRA, but the court denied that attempt and held the issue over in a judgment dated June 18, 2014; the court awarded the Company its costs in defending the attempt by Mr. Borkowski purportedly on behalf of CRA.

On March 26, 2015, the Court of Appeals of the Island of Jersey ruled in the Company’s favor in staying all proceedings and referring the claims initiated by Joseph Borkowski, purportedly on behalf of CRA to the contracted dispute resolution procedures in New York City. On the same day, the Court of Appeals also granted the Company its costs and fees for the entire proceedings with CRA.

Amarant and Alluvia Related

On August 6, 2013, the American Arbitration Association International Centre for Dispute Resolution issued a Partial Final Award in favor of the Company for $2,512,312 as a liquidated principal debt plus 12% interest and excluding any additional damages, attorney fees, or costs which will be discussed at a later time. Additionally, the American Arbitration Association enjoined Amarant and Alluvia from assigning or alienating any assets or performing or entering transactions which would have the effect of alienating its respective assets pending payment of $2,512,312 to Global Gold. Amarant and Alluvia have not complied with the arbitral award to pay, produce records, or, apparently, enter transactions pending payment in full to Global Gold. Subsequent to the arbitral award, Amarant and Alluvia announced on the Amarant website in 2013 that "[t]he companies have reached an agreement with a UAE based consortium to sell material parts of their assets. The deal was signed on the 30th September in London and consists of three parts. The first stage consists of the sales of the shares in Mineral Invest and Alluvia that are pledged as security for various bridge financing solutions and short term financing. In a second stage the consortium will provide the operational companies MII and Alluvia with necessary funding to start the operations and settle off short term debts and obligations in Alluvia and Mineral Invest including, but not limited to, legal fees to the SOVR law firm, license fees, funds owed to Global Gold related to the purchase of the Valdevia, Chile property and remaining payments against NSR commitments in connection with the Huakan deal. The first two stages are expected to be completed by the end of 2013." Global Gold was contacted by Mr. Ulander and separately by the former Chairman of Alluvia, Mr. Thomas Dalton, as the representative of the consortium, Gulf Resource Capital, referenced in the Amarant/Alluvia announcement to settle the arbitration award and despite the expectation of payments, no payments were made by December 31, 2013 and the parties have not reached a definitive agreement. There can be no assurance that Gulf Resource Capital will pay on behalf of Amarant and Alluvia, Global Gold will continue to seek enforcement of the arbitral award to the full extent as well as pursue its claims of additional damages in the ongoing arbitration.

On June 26, 2014, the International Center for Dispute Resolution International Arbitration Tribunal delivered a Final Award in the matter of Global Gold Corporation vs. Amarant Mining LTD and Alluvia Mining, Ltd. awarding Global Gold $16,800,000 USD plus $68,570.25 USD in interest, costs, and fess, with post-award interest on unpaid amounts accruing at 9%. In addition, the Tribunal provided the following injunctive relief: " Per my previous orders in this matter, each of Amarant and Alluvia, including its officers and agents individually (including without limitation Johan Ulander), is continued to be enjoined, directly and indirectly, from alienating any assets, from transferring or consenting to the transfer of any shares, or performing or entering any transactions which would have the effect of alienating assets pending payment to Global Gold; each of Amarant and Alluvia, including its officers and agents (including without limitation Johan Ulander) will provide within 5 business days all contracts, draft agreements, emails, records of financial transactions, financial statements, and all other documents in connection with their business affairs for purposes of determining whether Respondents have complied with the July 29, 2013 and subsequent orders, have diverted funds which could have been used to pay Global Gold, and to aid Global Gold in collection. Respondents shall specifically provide of all documents related to Gulf Resource Capital, Amarant Finance, the IGE Resources stock sale and related transactions as well as documents related to the institutions from which Respondents have represented payment would issue including but not limited to: Mangold, Swedebank, Jool Capital, Skandinavska Bank, Credit Suisse, HSBC, Volksbank, Loyal Bank, Danskebank, NSBO, the "offtaker," and Clifford Chance escrow account. Respondents shall execute any documents reasonably necessary or required by any institution to give Claimant access to this information and documents" all as more particularly set out in Exhibit 10.68.

The Company is actively pursuing worldwide enforcement of the monetary award and injunctive relief granted.

Hankavan Related

In 2006, GGH, which was the license holder for the Hankavan and Marjan properties, was the subject of corrupt and improper demands and threats from the now former Minister of the Ministry of Environment and Natural Resources of Armenia, Vardan Ayvazian. The Company reported this situation to the appropriate authorities in Armenia and in the United States. Although the Minister took the position that the licenses at Hankavan and Marjan were terminated, other Armenian governmental officials assured the Company to the contrary and Armenian public records confirmed the continuing validity of the licenses. The Company received independent legal opinions that all of its licenses were valid and remained in full force and effect, continued to work at those properties, and engaged international and local counsel to pursue prosecution of the illegal and corrupt practices directed against the subsidiary, including international arbitration. On November 7, 2006, the Company initiated the thirty-day good faith negotiating period (which is a prerequisite to filing for international arbitration under the 2003 SHA, LLC Share Purchase Agreement) with the three named shareholders and one previously undisclosed principal, Mr. Ayvazian. The Company filed for arbitration under the rules under the International Chamber of Commerce, headquartered in Paris, France ("ICC"), on December 29, 2006. On September 25, 2008, the Federal District Court for the Southern District of New York ruled that Mr. Ayvazian was required to appear as a respondent in the ICC arbitration. On September 5, 2008, the ICC International Court of Arbitration ruled that Mr. Ayvazian shall be a party in accordance with the decision rendered on September 25, 2008 by the Federal District Court for the Southern District of New York. Subsequently, in December 2011 the ICC Tribunal decided to proceed only with the three named shareholders; in March 2012, GGM filed an action in Federal District Court pursuant to that Court's decisions for damages against Ayvazian and/or to conform the ICC Tribunal to the precedents, and on July 11, 2012 the Federal Court entered judgment in favor of the Company, which was not appealed and became final. Based on the evidence of the damages suffered as a result of Ayvazyan's actions, the final $37,537,978.02 federal court judgment in favor of GGM is comprised of $27,152,244.50 in compensatory damages plus $10,385,734.52 of interest at 9% from 2008. The Company has notified the ICC that the pending arbitration against the other three shareholders should be terminated as moot, considering the final judgment against Ayvazian. The ICC has complied with the Company's request and terminated that proceeding. On September 6, 2012, the United States Marshal Service for the Southern District of New York filed for service a Writ of Execution to be enforced against Mr. Vardan Ayvazyan in favor of GGM. The Writ of Execution was issued by the United States District Court for the Southern District of New York following the order and judgment of Judge J. Paul Oetken and final entry of that judgment (No. 12,1260). The terms of the Writ of Execution and the Thirty Seven Million Five Hundred Thirty Seven Thousand Nine Hundred Seventy Eight dollars and Two cents ($37,537,978.02) amount of the judgment in favor of GGM are more particularly described in Exhibit 10.56 below. On November 21, 2013, the Company received from its attorneys the "without prejudice" ruling of the Judge J. Paul Oetken of United States District Court for the Southern District of New York which vacated the $37.5 million default judgment which the Company had obtained against former Armenian Minister of Environment Vartan Ayvazian solely on jurisdictional grounds. The ruling is expressly "without prejudice" to Global Gold's right to re-file or continue to pursue the case. The court did not rule on the corruption charges or damage amount caused by Ayvazian's actions, basing its findings on Ayvazian's general insufficient contacts with New York. One of the shareholders of the Armenian party to the agreement under which the Company brought suit against Ayvazian identified him as the undisclosed principal who controlled the transaction and divided the funds paid by Global Gold. The November 21, 2013 court ruling also did not address those facts. This ruling has no effect on the Company's financial statements as this judgment was never recorded on the Company's books. The United States Court of Appeals for the Second Circuit in New York subsequently confirmed the dismissal "without prejudice" to the Company, and the Company is considering its options.

In addition, and based on the US Armenia Bilateral Investment Treaty, GGM filed a request for arbitration against the Republic of Armenia for the actions of the former Minister of Environment and Natural Resources with the International Centre for Settlement of Investment Disputes, which is a component agency of the World Bank in Washington, D.C. ("ICSID"), on January 29, 2007. On August 31, 2007, the Government of Armenia and GGM jointly issued the following statement, "[they] jointly announce that they have suspended the ICSID arbitration pending conclusion of a detailed settlement agreement. The parties have reached a confidential agreement in principle, and anticipate that the final settlement agreement will be reached within 10 days of this announcement." The Company has learned from public records that GeoProMining Ltd., through an affiliate, has become the sole shareholder of an Armenian Company, Golden Ore, LLC, which was granted a license for Hankavan. GeoProMining Ltd. is subject to the 20% obligations as successor to Sterlite Resources, Ltd. As of February 25, 2008, GGM entered into a conditional, confidential settlement agreement with the Government of the Republic of Armenia to discontinue the ICSID arbitration proceedings, which were discontinued as of May 2, 2008. This agreement did not affect the ICC arbitration or litigation involving similar subject matter.

Marjan Related

Based on a false representation by Caldera, on June 17, 2010, Global Gold Corporation and its subsidiary, GGM, LLC (collectively "Global") and Caldera Resources, Inc. ("Caldera") announced TSX-V approval of their March 24, 2010 joint venture agreement to explore and bring the Marjan property into commercial production. As previously reported, the property is held with a twenty-five year "special mining license," effective April 22, 2008, and expiring April 22, 2033, which expanded the prior license term and substantially increased the license area. The license required payments of annual governmental fees and the performance of work at the property as submitted and approved in the mining plan, which includes mining of 50,000 tonnes of mineralized rock per year, as well as exploration work to have additional reserves approved under Armenian Law in order to maintain the licenses in good standing. Caldera advised Global as well as governmental authorities that it would not be complying with the work requirements which prompted 90 day termination notices from the government and the October 7, 2010 joint venture termination notice from Global, which Global had agreed to keep the termination notice confidential until October 15, 2010.

The joint venture agreement provided that Caldera would be solely responsible for license compliance and conducting the approved mining plan, and that "[i]n the event that Caldera does not, or is otherwise unable to, pursue this project and pay to Global Gold the amounts provided for hereunder, Caldera's rights to the Property and the shares of Marjan-Caldera Mining LLC shall be forfeited and replaced by a Net Smelter Royalty (the "NSR")." Caldera did not meet the threshold to earn any NSR under the agreement, and its notice of license non-compliance as well as its failure to pay resulted in an automatic termination of its rights by operation of the agreement. The agreement provided that Caldera would deliver 500,000 of its shares to Global, "subject to final approvals of this agreement by the TSX Venture Exchange." Caldera advised that the TSX Venture Exchange approval was issued in June 2010 and Caldera failed to deliver the shares. Subject to a 30 day extension if it could not raise the funds in capital markets, Caldera agreed to make a $300,000 payment to the Company on September 30, 2010 and December 31, 2010; $250,000 on March 30, 2011, September 30, 2011, September 30, 2011, December 30, 2011, March 30, 2012, September 30, 2012, and September 30, 2012; and $500,000 on December 31, 2012. Caldera raised sufficient funds, but did not make these payments.

The agreement was subject to approval by the TSX Venture Exchange and the Board of Directors of the respective companies. Caldera further informed the Company that it received TSX Venture Exchange approval on the transaction, which subsequently proved to be untrue. On October 7, 2010, the Company terminated the Marjan JV for Caldera's non-payment and non-performance as well as Caldera's illegal registrations in Armenia and other actions. In October 2010, Caldera filed for arbitration in New York City. In September 2010, at Caldera's invitation, the Company filed to reverse the illegal registration in Armenia. That litigation and the New York arbitration were subsequently resolved in favor of the Company, restoring the Company's 100% ownership of Marjan.

In a final, non-appealable decision issued and effective February 8, 2012, the Armenian Court of Cassation affirmed the July 29, 2011 Armenian trial court and December 12, 2012 Court of Appeals decisions which ruled that Caldera's registration and assumption of control through unilateral charter changes of the Marjan Mine and Marjan Mining Company, LLC were illegal and that ownership rests fully with GGM. The official versions of the Armenian Court decisions are available through http://www.datalex.am / , with English translations available on the Company's website.

On March 29, 2012, in the independent New York City arbitration case Global Gold received a favorable ruling in its arbitration proceeding in New York with Caldera which is available on the Company's website, see Exhibit 10.48. The arbitrator issued a Partial Final Award which orders the Marjan Property in Armenia to revert to GGM based on the two failures to meet conditions precedent to the March 24, 2010 agreement. First, Caldera failed and refused to deliver the 500,000 shares to Global. Second, Caldera did not submit the final joint venture agreement to the TSX-V for approval until the middle of the arbitration proceedings, instead relying on superseded versions in its regulatory submissions and submitting "Form 5Cs" to the TSX-V which were false representations of Caldera's obligations to Global.

The Partial Award states "By misrepresenting its payment obligations to the TSX-V, Caldera painted a false financial picture to the TSX-V and the investing public." In addition, the arbitrator found that had he not come to the conclusions above, "Caldera and its officers effectively breached the JV Agreement and the terms of the Limited Liability Agreement" in multiple ways, including Caldera's failure to make quarterly payments to Global.

The Partial Award orders reversion of the Marjan property to Global, return of amounts paid to Global by Caldera returned as the JV Agreement did not go into effect, an Net Smelter Royalty to Caldera of 0.5% for each tranche of $1 million actually spent on the property, and further proceedings on Global's claims for damages with additional hearings currently set to begin July 11, 2012. As previously reported, Global's records establish that Caldera did not spend $1 million on the Marjan property. Additionally, tax returns filed by Caldera in Armenia report less than $400,000 spent on the property. The parties' arbitration agreement further provides that the award "shall be final and non-appealable" and for the award of attorney fees, arbitrator's fees, and other costs. In accordance with the Arbitrator's order and the JV agreement, Global Gold has filed to confirm the Partial Final Award in Federal Court. Caldera is opposing the confirmation. The amounts paid to Global by Caldera total $150,000 and is included in the Company's accounts payable, although they are disputed and offset by damages and other amounts due by Caldera to the Company.

In an Opinion and Order signed on April 15, 2013 and released on April 17, 2013, U.S. Federal Judge Kenneth M. Karas of the Southern District of New York confirmed the March 29, 2012 American Arbitration Association arbitration award issued by retired Justice Herman Cahn which, among other things, stated that "[t]he property should revert to [Global Gold] within thirty (30) days from the date [of the arbitration award – by April 29, 2012]. Obviously, [Global Gold] may cause the appropriate governmental bodies in Armenia to register the property in [Global Gold's] name." All as further described in the exhibit 10.61 below.

The Company has reestablished control of Marjan Mining Company which is the license holder of the Marjan property. A new mining license, valid until April 22, 2033, has been issued to the Company. The Company's control has not been established over certain property, records, financial and tax information, or other assets maintained by Caldera such as warehouse and drill core as Caldera has failed to turn over such property despite being ordered to do so. The Company is proceeding with plans to mine in compliance with the mining license, and implement additional exploration to the best of its ability. The Company is also taking legal action to protect its rights in an adjacent territory indentified as "Marjan West" for which Caldera has publicly claimed to have a license but according to public, on-line government records, the company holding the license is 100% owned by another person.

Caldera has also publicly claimed that it continues to have rights to the Marjan property based on the parties' December 2009 agreement, but that agreement to agree was merged into the March 2010 agreement, called for completion of payments by Caldera by the end of 2012, and included other terms which Caldera cannot meet. Caldera's attempt to raise this issue in the arbitral proceedings following the March 29, 2012 decision in Global Gold's favor has not succeeded. Caldera and its officers and agents have also continued a defamatory campaign of harassment and filing of false claims over the internet and elsewhere against the Company and its officials which may be pursued during the damages phase of the arbitration.

On November 10, 2014, the International Centre for Dispute Resolution Final Award, with retired Justice Herman Cahn as the sole arbitrator, ruled in favor of Global Gold on damages and a range of other outstanding issues to finally resolve all outstanding issues. The total damage award is $10,844,413 with interest at 9% and penalties continuing to accrue if Caldera does not comply with the equitable relief granted. Of the total damage award, $3 million is compensation and $1 million is punitive damages for the defamatory publications by Caldera's principal Vasilios Bill Mavridis against Global Gold and its principals. This Final Award terminates the arbitration proceedings which Caldera instituted against Global Gold in 2010. Global Gold prevailed in the first, liability phase of the arbitration and four prior court cases, as summarized and reported in April 2013. A full copy of the 42 page Final Award as well as the other rulings is available at the Global Gold website: www.globalgoldcorp.com. Previous rulings in this matter included that Montreal based Caldera Resources, led by the brothers John Mavridis and Bill Mavridis, failed to make agreed payments to Global Gold despite having raised almost $5 million, failed to issue stock due, misrepresented the approval of the Toronto Stock Exchange of the parties' contract, and otherwise breached the joint venture agreement. Caldera through its Biomine, LLC subsidiary also acquired a "Marjan West" license area which it claimed was adjacent to Marjan but in fact overlapped with Marjan. Armenian Courts at three levels found that Caldera had deceptively and illegally registered full control over the Marjan Mining Company to itself without the signatures or authorization of Global Gold, and a U.S. Federal Court confirmed the phase 1 arbitration findings while rejecting Caldera's arguments to vacate the award. The November 10, 2014 Final Award resolved all other outstanding issues with the following specific findings and rulings requiring Caldera to:

1. turn over to Global Gold at its offices in Rye, New York all books, records, contracts, communications, and property related in any way to the Marjan property in Armenia and the Marjan Mining Company, including specifically the Armenian Marjan Mining Company seal, and shall pay Global Gold $50,000 plus $250 per day for every day following issuance of this Final Award that such materials are not delivered;

2. turn over to Global Gold at its offices in Rye, New York communications Caldera and/or Mr. Mavridis has had with third parties concerning Global Gold its officers, agents, directors and business…Without limitation, the following shall also be turned over to Global Gold: all direct and indirect (for example through a translator or agent) communications with the following individuals and organizations: Azat Vartanian, Petros Vartanian, …, Joseph Borkowski, Jeffrey Marvin,… Prem Premraj…, Rasia FZE, Johan Ulander, Ecolur,… Tom Prutzman, …, Stockhouse, Investor's Hub, shareholders of Global Gold, and any governmental or regulatory authorities-- Caldera shall pay Global Gold $100 per day for every day following issuance of this Final Award that such materials are not delivered;

3. issue a press release correcting the April 30, 2013 Caldera release …stating that the original release is retracted with all property books and records (including all exploration data) related to the Marjan property transferred to Global Gold and that neither Caldera nor its successors retain rights to the Marjan mine in Armenia and shall pay Global Gold $50,000 plus $100 per day for every day following issuance of this Final Award that such correcting release is not issued;

4. Caldera did not spend the minimum $1 million threshold necessary to be eligible for an NSR Royalty interest and therefore Caldera has no NSR Royalty or any other interest in the Marjan property;

5. the $150,000 which Caldera paid to Global Gold was not pursuant to the JV Agreement (which did not become effective) but pursuant to the December 2009 Agreement therefore Global Gold is not obligated to make any payments to Caldera;

6. pay Global Gold $115,000 for Caldera's refusal to turn over 500,000 shares of stock in 2010;

7. pay Global Gold $3,174,209 for Caldera's failure to make agreed payments to Global Gold;

8. pay Global Gold $577,174 for legacy governmental liabilities concerning the Marjan property and shall indemnify and hold Global Gold harmless (including attorney fees) from any governmental claims or liabilities associated with the time they control the seal of the Marjan Mining Company;

9. pay Global Gold $967,345 for violating Paragraph (1) of the Final Partial Award requiring turnover of property and [for] interference in Global Gold's development of Marjan and shall relinquish the portions of the Marjan West license which overlap or in any way impinge on Marjan;

10. Caldera is liable for defamation and tortious interference with contractual and business relations with regard to Global Gold and its related personnel and so shall (i) pay Global Gold $3 million in compensatory damages…, (ii) pay Global Gold $1 million in punitive or exemplary damages…, (iii) remove all the materials and websites controlled in any way by them which were admitted as exhibits on defamatory publications in this case from the internet and other locations, (iv) remove and be permanently enjoined from using Global Gold's trading symbol without permission; (v) not share those materials with others or arrange to have them posted anonymously or otherwise- (vi) independently, … Global Gold and those who have been named by Caldera and Bill Mavridis in the admitted exhibits on defamatory publications as well as their attorneys [are granted] the authority to contact internet service providers, search engine firms, social media sites, stock discussion boards (including but not limited to Google, Yahoo, Facebook, Twitter, Stockhouse, Investor's Hub and Bing) to use this Final Award to remove the material as defamatory;

11. for the breaches of the Confidentiality Stipulations and Orders in this case, …all publications of "confidential" or attorney eyes only material [shall] be removed from the internet and any other locations and that their substance not be republished and …Global Gold and its attorneys [are granted] the authority to contact internet service providers, search engine firms, social media sites, stock discussions board (including but not limited to Google, Yahoo, Facebook, Twitter, Stockhouse, Investor's Hub and Bing) to use this Final Award to remove the material-- Caldera shall pay Global Gold for $100 per day every day that persons associated with Caldera remain in violation of the Confidentiality Stipulation and Order following the issuance of this Final Award including for each day until full disclosure of all emails and other communications with third parties that the information was shared with or discussed;

12. pay $1,822,416 for attorney fees and costs;

13. reimburse Global Gold $88,269 paid to the arbitration association and for the compensation and expenses of the arbitrator.

The Final Award was certified for purposes of Article I of the United Nations New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards and for purposes of the Federal Arbitration Act. The Company is actively pursuing enforcement of the monetary damages and injunctive relief granted.

Armenian Tax Authority Related

On January 12, 2012, the Armenian Court of Cassation confirmed prior trial and appellate court rulings rejecting a proposed tax assessment against the Company's Mego-Gold subsidiary by the Armenian State Revenue Agency related to an incorrect claim concerning gold production at Toukhmanuk as well as incorrect applications of relevant law. Subsequently, the State Revenue agency has continued investigations and intimated that it is investigating and may make further claims against the Company based on the same matters previously adjudicated in the Company's favor as well as based on claims initiated and related to Caldera Resources and its agents during and after legal proceedings in which the Company prevailed against Caldera. Independent legal counsel has been engaged on these matters, and the Company considers that it has no liabilities in connection with allegations noted to date. The Company has alerted Armenian authorities to the evidence of corruption in connection with the purported investigation and the role of Caldera and its agents. As a part of operating in the country, the Company regularly has to deal with tax claims by authorities, none of which rise to the level of materiality. The Company also learned that Mr. Borkowski purportedly of CRA met with Armenian tax officials in attempt to gain leverage for his claims against the Company, with no tax consequence to the Company as well as exoneration for the false claims.

General

The Company is subject to various legal proceedings and claims that arise in the ordinary course of business or which constitute nuisance claims. In the opinion of management, the amount of any ultimate liability with respect to these actions will not materially affect the Company's consolidated financial statements or results of operations. The Company has been brought to court by several disgruntled former employees and contractors for unpaid salaries and invoices, respectively, as well as some penalties for nonpayment which totals approximately $280,000. The Company has recorded a liability for the actual unpaid amounts due to these individuals of approximately $158,000 as of March 31, 2015 and the Company has depleted the approximately $25,000 previously deposited at the Armenian Marshall service as security for the claims. The Company is currently, and will continue to, vigorously defending its position in courts against these claims that are without merit. The Company is also negotiating directly with these individuals outside of the courts in attempt to settle based on the amounts of the actual amounts due as recorded by the Company in exchange for prompt and full payment.

Item 1A. Risk Factors.

Not Applicable

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

None

Item 3. Defaults Upon Senior Securities.

None

Item 4. Mine Safety Disclosures.

Not Applicable

Item 5. Other Information.

None

Item 6. Exhibits.

The following documents are filed as part of this report:

Unaudited Condensed Consolidated Financial Statements of the Company, including Balance Sheets as of March 31, 2015 and as of December 31, 2014; Statements of Operations and Comprehensive Loss for the three months ended March 31, 2015 and 2014, and Statements of Cash Flows for the three months ended March 31, 2015 and 2014, and the Exhibits which are listed on the Exhibit Index

Exhibit 3.1	Amended and Restated Certificate of Incorporation of the Company, effective November 20, 2003. (1)
Exhibit 3.2	Amended and Restated Bylaws of the Company, effective November 20, 2003. (2)
Exhibit 10.3	Agreement to Acquire Option on Cochrane Pond Property dated April 12, 2007. (3)
Exhibit 10.4	First Amendment of the January 23, 2006 Share Purchase Agreement (Athelea Investments), dated as of May 30, 2007. (4)
Exhibit 10.8	Nominating and Governance Charter dated June 15, 2007. (5)
Exhibit 10.10	Commitment to Contribute Mining Concession to a Contractual Mining Company (Unofficial English Translation) dated as of August 19, 2007. (6)
Exhibit 10.11	Contractual Mining Company Agreement (Unofficial English Translation) dated as of October 29, 2007. (7)
Exhibit 10.14	Royalty Agreement on Cochrane Pond Property, Newfoundland dated as of October 17, 2008. (8)
Exhibit 10.15	Private Placement Agreement, dated December 8, 2008. (9)
Exhibit 10.16	Material Contract – Amendment of Global Gold Valdivia Joint Venture Terms, Separation of Properties and Royalty Agreement (10)
Exhibit 10.17	Employment Agreement, dated as of August 11, 2009, by and between Global Gold Corporation and Van Krikorian. (11)
Exhibit 10.18	Employment Agreement, dated as of August 11, 2009, by and between GGM, LLC and Ashot Boghossian. (12)
Exhibit 10.19	Employment Agreement, dated as of August 11, 2009, by and between Global Gold Corporation and Jan Dulman. (13)
Exhibit 10.20	Employment Agreement, dated as of August 11, 2009, by and between Global Gold Corporation and Lester Caesar. (14)
Exhibit 10.21	Armenian State Natural Resources Agency Decision N234 on the Recalculation of Reserves for Toukhmanuk – delivered Friday, November 13, 2009 – Partial Unofficial Translation . (15)
Exhibit 10.22	Material Contract – Marjan Joint Venture Agreement dated as of December 18, 2009. (16)
Exhibit 10.23	Material Contract – Mego Gold, LLC Gold Concentrate Supply Contract with Industrial Minerals SA dated as of February 25, 2010. (17)

Exhibit 10.24	Material Contract – Mego Gold, LLC Security Agreement with Industrial Minerals SA dated as of February 25, 2010. (18)
Exhibit 10.25	Material Contract – Global Gold Corporation Guarantee to Industrial Minerals SA dated as of February 25, 2010. (19)
Exhibit 10.26	Material Contract – Marjan Joint Venture Agreement dated as of March 24, 2010. (20)
Exhibit 10.27	Material Contract – (Unofficial English Translation) Mego Gold, LLC non revolving credit line from Armbusinessbank signed March 26, 2010. (21)
Exhibit 10.28	Employment Agreement, dated as of August 19, 2010, by and between Global Gold Corporation and Drury Gallagher. (22)
Exhibit 10.29	Material Agreement – Debt cancellation and restructuring with conversion rights. (23)
Exhibit 10.30	Material Agreement – October 27, 2010 signed agreement for the sale of Compania Minera Global Gold Valdivia S.C.M. company to Conventus Ltd. (24)
Exhibit 10.31	Material Contract – Global Gold Corporation and Consolidated Resources USA, LLC Joint Venture Agreement dated as of March 17, 2011 (25)
Exhibit 10.32	Material Contract – Global Gold Corporation and Consolidated Resources Joint Venture Agreement dated as of April 27, 2011. (26)
Exhibit 10.33	Material Contract – December 2, 2011 signed agreement for the sale of Compania Minera Global Gold Valdivia S.C.M. company to Conventus Ltd. and Amarant Mining Ltd. (27)
Exhibit 10.34	Written Consent of Shareholders in Lieu of Meeting Pursuant to Section 228(a) of the General Corporation Laws of the State of Delaware. (28)
Exhibit 10.35	Material Agreement – Binding Term Sheet – Convertible Note between Global Gold Consolidated Resources Limited and Consolidated Resources Armenia and affiliates, Global Gold Corporation guarantor. (29)
Exhibit 10.36	Material Agreement – Shareholders Agreement for GGCR dated February 18, 2012. (30)
Exhibit 10.37	Material Agreement – Supplemental Letter dated February 19, 2012. (31)
Exhibit 10.38	Material Agreement – Getik Assignment and Assumption Agreement dated February 19, 2012. (32)
Exhibit 10.39	Material Agreement – MG Assignment and Assumption Agreement dated February 19, 2012. (33)
Exhibit 10.40	Material Agreement – Guaranty dated February 19, 2012 (by GGC to CRA). (34)
Exhibit 10.41	Material Agreement – Guaranty dated February 19, 2012 (by GGCR Mining to CRA). (35)
Exhibit 10.42	Material Agreement – Security Agreement dated February 19, 2012 (by GGCR and GGCR Mining to CRA). (36)

Exhibit 10.43	Material Agreement – Action by Written Consent of the Sole Member of GGCR Mining, LLC dated February 19, 2012. (37)
Exhibit 10.44	Material Agreement – Certificate of Global Gold Corporation dated February 19, 2012. (38)
Exhibit 10.45	Global Gold Consolidated Resources Limited Registered Company No 109058 Written resolutions by all of the directors of the Company. (39)
Exhibit 10.46	Action by Written Consent of the Board of Managers of GGCR Mining, LLC. (40)
Exhibit 10.47	March 2, 2012 Order of the Arbitrator. (41)
Exhibit 10.48	Partial Final Award issued by the arbitrator on March 29, 2012 in arbitration between Global Gold Corporation and Caldera Resources, Inc. (42)
Exhibit 10.49	Material Agreement – Amended Joint Membership Interest Purchase Agreement with Amarant Mining Ltd. (43)
Exhibit 10.50	Guarantee Letter from Contender Kapital AB, dated April 13, 2012. (44)
Exhibit 10.51	Accountants' Letter. (45)
Exhibit 10.52	Amended and Extended Employment Agreement, effective July 1, 2012, by and between Global Gold Corporation and Van Krikorian. (46)
Exhibit 10.53	Amended and Extended Employment Agreement, effective July 1, 2012, by and between GGM, LLC and Ashot Boghossian. (47)
Exhibit 10.54	Amended and Extended Employment Agreement, effective August 1, 2012, by and between Global Gold Corporation and Jan Dulman. (48)
Exhibit 10.55	Restricted Stock bonus award effective July 1, 2012 to Van Krikorian. (49)
Exhibit 10.56	Restricted Stock bonus award effective July 1, 2012 to Jan Dulman. (50)
Exhibit 10.57	September 5, 2012 Writ of Execution. (51)
Exhibit 10.58	Material Contract - Getik Mining Company, LLC - Share Transfer Agreement dated September 26, 2012. (52)
Exhibit 10.59	Material Contract - Mego-Gold, LLC - Share Transfer Agreement dated September 26, 2012. (53)
Exhibit 10.60	Material Agreement - November 28, 2012 Amended Joint Membership Interest Purchases Agreement with Amarant Mining Ltd. (54)
Exhibit 10.61	US Federal Court Decision on April 15, 2013 in Favor of Global Gold Corporation against Caldera Resources Regarding Marjan Property (55)
Exhibit 10.62	Material Agreement - Mine Operating Agreement with Linne Mining LLC dated July 5, 2013 (56)

Exhibit 10.63	Material Agreement - $8.8 Million Debt Facility Agreement with Linne Mining LLC dated July 5, 2013 (57)
Exhibit 10.64	Material Agreement – Addendum No 1 to the Gold Concentrate Supply Contract with Industrial Minerals, SA (58)
Exhibit 10.65	Material Agreement - Option Deed with Jacero Holdings Limited dated July 5, 2013 (59)
Exhibit 10.66	Material Agreement – Contractors Agreement with Creo Design (Pty) Limited and Viking Investment Limited dated July 5, 2013 (60)
Exhibit 10.67	Material Agreement – Heads of Agreement contract to merge Global Gold Consolidated Resources Limited and Signature Gold Limited (61)
Exhibit 10.68	Final Award issued by the arbitrator on June 26, 2014 in arbitration between Global Gold Corporation and Amarant Mining Ltd and Alluvia Mining, Ltd (62)
Exhibit 10.69	International Center for Investment Dispute Resolution Final Award on November 10, 2014 in Favor of Global Gold Corporation against Caldera Resources Regarding Marjan Property (63)
Exhibit 10.70	Amended and Extended Employment Agreement, effective July 1, 2015, by and between Global Gold Corporation and Van Krikorian.
Exhibit 10.71	Amended and Extended Employment Agreement, effective July 1, 2015, by and between GGM, LLC and Ashot Boghossian.
Exhibit 10.72	Amended and Extended Employment Agreement, effective August 1, 2015, by and between Global Gold Corporation and Jan Dulman.
Exhibit 10.73	March 27, 2015 Court of Appeals of the Island of Jersey ruling in Favor of Global Gold Corporation against Consolidated Resources Armenia.
Exhibit 31.1	Certification of Chief Executive Officer Pursuant to Rule 13a-14 (a) of the Sarbanes-Oxley Act of 2002.
Exhibit 31.2	Certification of Chief Financial Officer Pursuant to Rule 13a-14 (a) of the Sarbanes-Oxley Act of 2002.
Exhibit 32.1	Certification of the Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
Exhibit 101.INS*	XBRL Instance
Exhibit 101.SCH*	XBRL Taxonomy Extension Schema
Exhibit 101.CAL*	XBRL Taxonomy Extension Calculation
Exhibit 101.DEF*	XBRL Taxonomy Extension Definition

Exhibit 101.LAB* XBRL Taxonomy Extension Labels

Exhibit 101.PRE* XBRL Taxonomy Extension Presentation

(1) Incorporated herein by reference to Exhibit 3.1 to the Company's annual report on 10-KSB for the year ended December 31, 2007 filed with the SEC on March 31, 2008.

(2) Incorporated herein by reference to Exhibit 3.2 to the Company's annual report on 10-KSB for the year ended December 31, 2007 filed with the SEC on March 31, 2008.

(3) Incorporated herein by reference to Exhibit 10.3 to the Company's current report on Form 8-K filed with the SEC on April 13, 2007.

(4) Incorporated herein by reference to Exhibit 10.3 to the Company's current report on Form 8-K filed with the SEC on May 31, 2007.

(5) Incorporated herein by reference to Exhibit 3.1 to the Company's current report on Form 8-K filed with the SEC on June 20, 2007.

(6) Incorporated herein by reference to Exhibit 10.4 to the Company's current report on Form 8-K filed with the SEC on September 7, 2007.

(7) Incorporated herein by reference to Exhibit 10.4 to the Company's current report on Form 8-K filed with the SEC on November 1, 2007.

(8) Incorporated herein by reference to Exhibit 10.3 to the Company's current report on Form 8-K filed with the SEC on October 22, 2008.

(9) Incorporated herein by reference to Exhibit 10.15 to the Company’s annual report on Form 10-K filed with the SEC on April 15, 2009.

(10) Incorporated herein by reference to Exhibit 10.5 to the Company’s current report on Form 8-K filed with the SEC on July 29, 2009.

(11) Incorporated herein by reference to Exhibit 10.10 to the quarterly report on 10-Q for the second quarter ended June 30, 2009, filed with the SEC on August 14, 2009.

(12) Incorporated herein by reference to Exhibit 10.11 to the quarterly report on 10-Q for the second quarter ended June 30, 2009, filed with the SEC on August 14, 2009.

(13) Incorporated herein by reference to Exhibit 10.12 to the quarterly report on 10-Q for the second quarter ended June 30, 2009, filed with the SEC on August 14, 2009.

(14) Incorporated herein by reference to Exhibit 10.13 to the quarterly report on 10-Q for the second quarter ended June 30, 2009, filed with the SEC on August 14, 2009.

(15) Incorporated herein by reference to Exhibit 10.3 to the Company’s current report on Form 8-K filed with the SEC on November 19, 2009.

(16) Incorporated herein by reference to Exhibit 10.3 to the Company’s current report on Form 8-K filed with the SEC on December 22, 2009.

(17) Incorporated herein by reference to Exhibit 10.3 to the Company’s current report on Form 8-K filed with the SEC on March 2, 2010.

(18) Incorporated herein by reference to Exhibit 10.4 to the Company’s current report on Form 8-K filed with the SEC on March 2, 2010.

(19) Incorporated herein by reference to Exhibit 10.5 to the Company’s current report on Form 8-K filed with the SEC on March 2, 2010.

(20) Incorporated herein by reference to Exhibit 10.4 to the Company’s current report on Form 8-K filed with the SEC on March 25, 2010.

(21) Incorporated herein by reference to Exhibit 10.3 to the Company’s current report on Form 8-K filed with the SEC on March 30, 2010.

(22) Incorporated herein by reference to Exhibit 10.16 to the quarterly report on 10-Q for the second quarter ended June 30, 2010, filed with the SEC on August 23, 2010.

(23) Incorporated herein by reference to Exhibit 10.3 to the Company’s current report on Form 8-K filed with the SEC on October 22, 2010.

(24) Incorporated herein by reference to Exhibit 10.3 to the Company’s current report on Form 8-K filed with the SEC on November 1, 2010.

(25) Incorporated herein by reference to Exhibit 10.3 to the Company’s current report on Form 8-K filed with the SEC on March 21, 2011.

(26) Incorporated herein by reference to Exhibit 10.4 to the Company's current report on Form 8-K filed with the SEC on May 2, 2011.

(27) Incorporated herein by reference to Exhibit 10.3 to the Company's current report on Form 8-K filed with the SEC on December 7, 2011.

(28) Incorporated herein by reference to Exhibit 10.3 to the Company's current report on Form 8-K filed with the SEC on February 9, 2012.

(29) Incorporated herein by reference to Exhibit 10.35 to the Company’s annual report on Form 10-K for the year ended December 31, 2011 filed with the SEC on April 16, 2012.

(30) Incorporated herein by reference to Exhibit 10.3 to the Company's current report on Form 8-K filed with the SEC on February 23,2012.

(31) Incorporated herein by reference to Exhibit 10.4 to the Company's current report on Form 8-K filed with the SEC on February 23, 2012.

(32) Incorporated herein by reference to Exhibit 10.5 to the Company's current report on Form 8-K filed with the SEC on February 23, 2012.

(33) Incorporated herein by reference to Exhibit 10.6 to the Company's current report on Form 8-K filed with the SEC on February 23, 2012.

(34) Incorporated herein by reference to Exhibit 10.7 to the Company's current report on Form 8-K filed with the SEC on February 23, 2012.

(35) Incorporated herein by reference to Exhibit 10.8 to the Company's current report on Form 8-K filed with the SEC on February 23, 2012.

(36) Incorporated herein by reference to Exhibit 10.9 to the Company's current report on Form 8-K filed with the SEC on February 23, 2012.

(37) Incorporated herein by reference to Exhibit 10.10 to the Company's current report on Form 8-K filed with the SEC on February 23, 2012.

(38) Incorporated herein by reference to Exhibit 10.11 to the Company's current report on Form 8-K filed with the SEC on February 23, 2012.

(39) Incorporated herein by reference to Exhibit 10.12 to the Company's current report on Form 8-K filed with the SEC on February 23, 2012.

(40) Incorporated herein by reference to Exhibit 10.13 to the Company's current report on Form 8-K filed with the SEC on February 23, 2012.

(41) Incorporated herein by reference to Exhibit 10.3 to the Company's current report on Form 8-K filed with the SEC on March 2, 2012.

(42) Incorporated herein by reference to Exhibit 10.3 to the Company's current report on Form 8-K filed with the SEC on March 29, 2012.

(43) Incorporated herein by reference to Exhibit 99.1 to the Company's current report on Form 8-K filed with the SEC on April 13, 2012.

(44) Incorporated herein by reference to Exhibit 99.2 to the Company's current report on Form 8-K filed with the SEC on April 13, 2012.

(45) Incorporated herein by reference to Exhibit 99.3 to the Company's current report on Form 8-K filed with the SEC on April 13, 2012.

(46) Incorporated herein by reference to Exhibit 10.51 to the Company’s quarterly report on Form10-Q for the second quarter ended June 30, 2012, filed with the SEC on August 20, 2012.

(47) Incorporated herein by reference to Exhibit 10.52 to the Company’s quarterly report on Form10-Q for the second quarter ended June 30, 2012, filed with the SEC on August 20, 2012.

(48) Incorporated herein by reference to Exhibit 10.53 to the Company’s quarterly report on Form10-Q for the second quarter ended June 30, 2012, filed with the SEC on August 20, 2012.

(49) Incorporated herein by reference to Exhibit 10.54 to the Company’s quarterly report on Form10-Q for the second quarter ended June 30, 2012, filed with the SEC on August 20, 2012.

(50) Incorporated herein by reference to Exhibit 10.55 to the Company’s quarterly report on Form10-Q for the second quarter ended June 30, 2012, filed with the SEC on August 20, 2012.

(51) Incorporated herein by reference to Exhibit 10.3 to the Company's current report on Form 8-K filed with the SEC on September 11, 2012.

(52) Incorporated herein by reference to Exhibit 10.1 to the Company's current report on Form 8-K filed with the SEC on September 27, 2012.

(53) Incorporated herein by reference to Exhibit 10.2 to the Company's current report on Form 8-K filed with the SEC on September 27, 2012.

(54) Incorporated herein by reference to Exhibit 10.60 to the Company’s annual report on Form 10-K for the year ended December 31, 2012 filed with the SEC on April 16, 2013.

(55) Incorporated herein by reference to Exhibit 10.1 to the Company's current report on Form 8-K filed with the SEC on April 22, 2013.

(56) Incorporated herein by reference to Exhibit 10.1 to the Company's current report on Form 8-K filed with the SEC on July 10, 2013.

(57) Incorporated herein by reference to Exhibit 10.2 to the Company's current report on Form 8-K filed with the SEC on July 10, 2013.

(58) Incorporated herein by reference to Exhibit 10.3 to the Company's current report on Form 8-K filed with the SEC on July 10, 2013.

(59) Incorporated herein by reference to Exhibit 10.4 to the Company's current report on Form 8-K filed with the SEC on July 10, 2013.

(60) Incorporated herein by reference to Exhibit 10.5 to the Company's current report on Form 8-K filed with the SEC on July 10, 2013.

(61) Incorporated herein by reference to Exhibit 10.1 to the Company's current report on Form 8-K filed with the SEC on September 10, 2013.

(62) Incorporated herein by reference to Exhibit 99.1 to the Company's current report on Form 8-K filed with the SEC on July 1, 2014.

(63) Incorporated herein by reference to Exhibit 10.1 to the Company's current report on Form 8-K filed with the SEC on November 13, 2014.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

GLOBAL GOLD CORPORATION

Date: May 20, 2015

By: /s/ Van Z. Krikorian
Van Z. Krikorian
Chairman and Chief Executive Officer
(Principal Executive Officer)

Exhibit 10.70

FIFTH AMENDMENT TO
FEBRUARY 1, 2003
GLOBAL GOLD CORPORATION – VAN Z. KRIKORIAN
EMPLOYMENT AGREEMENT

AMENDMENT, entered as of May 5, 2015 and effective as of the 1 st day of July, 2015, between Global Gold Corporation, a Delaware corporation (the "Corporation"), and Van Z. Krikorian (the "Employee"), to the Employment Agreement, dated as of February 1, 2003, as amended as of January 1, 2005, June 15, 2006, August 11, 2009, and June 30, 2012 (the "Agreement"), between the parties;

W I T N E S S E T H T H A T :

WHEREAS, the Employee currently serves as Chairman and Chief Executive Officer, and the General Counsel, and the Corporation needs to retain the continued active service of the Employee in light of the Corporation's obligations, operations, development plans, and in light of other considerations;

WHEREAS, the Corporation and the Employee desire to enter into an amendment of the Agreement on the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto agree as follows:

1. EXTENSION OF TERM . The term of the Agreement is hereby further extended until June 30, 2018 and Section 2 of the Agreement is hereby amended effective July 1, 2015 to read as follows:

" TERM . The term of this Agreement shall commence on June 1, 2003 and end on June 30, 2018, and shall be automatically renewed for consecutive one-year periods thereafter unless (a) terminated on the anniversary of June 30 by either party on 120 days written notice or (b) sooner terminated as otherwise provided herein."

2. COMPENSATION . The Corporation shall maintain the annual sum payable to the Employee as base compensation salary under the Agreement to $225,000. In addition, Employee is awarded as additional base compensation for the term as extended by this amendment 1,050,000 shares vesting in semi-annual installments through June 30, 2018, and pursuant to the terms set forth in the Restricted Stock Award attached to this Amendment as Exhibit A. The first two sentences of Section 3(a) of the Agreement are hereby amended effective July 1, 2015 to read as follows:

> " Base Compensation. In consideration for the services rendered by the Employee under this Agreement, the Corporation shall transfer and deliver to the Employee as base compensation for the term of this Agreement as amended effective July 1, 2015 a total of 1,050,000 shares of its common stock pursuant to the terms of the Restricted Stock Awards attached hereto as Exhibit A, and as set forth in such Awards (the "Restricted Stock Awards") delivered to the Employee. In addition to the foregoing, the Company shall pay to the Employee, as base compensation, the sum of $225,000 for each 12-month period commencing on and after July 1, 2015 during the term of this Agreement, as amended effective July 1, 2015, payable in equal monthly installments of $18,750 on the 15 th day of each month."

3 . SURVIVAL OF AGREEMENT. This Amendment is limited as specified above and shall not constitute a modification or waiver of any other provision of the Agreement except as required by terms agreed here. Except as specifically amended by this Amendment, the Agreement terms shall remain in full force and effect and all of its terms are hereby ratified, confirmed, and continue in force as extended herein.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

GLOBAL GOLD CORPORATION

By _____ _____
Drury J. Gallagher, Secretary and Treasurer Van Z. Krikorian

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

GLOBAL GOLD CORPORATION

By _____ _____
Drury J. Gallagher, Secretary and Treasurer Van Z. Krikorian

EXHIBIT A

Global Gold Corporation
555 Theodore Fremd Avenue
Rye, NY 10580

May 5, 2015

Mr. Van Krikorian
5 Frederick Court
Harrison, NY 10528

Re: Restricted Stock Award

Dear Mr. Krikorian:

As consideration for your employment agreement, as extended May 5, 2015, with Global Gold Corporation (the "Corporation") and as an inducement for your rendering of services to the Corporation, we hereby grant you One Million Fifty Thousand (1,050,000) shares of the Common Stock of Global Gold Corporation, evidenced by a certificate of shares of our common stock, $.001 par value per share (the "Shares"), subject to applicable securities law restrictions and the terms and conditions set forth herein:

1. For the first six month period commencing July 1, 2015 within which you render the services provided herein, you shall become fully vested in one sixth of the total Shares granted hereunder. For the next six month periods thereafter commencing on January 1, 2016 through June 30, 2018, you shall become fully vested in an additional one sixth of the total Shares granted hereunder. Thus, if you complete six, twelve, eighteen, twenty four, thirty and then thirty six months of service as provided hereunder, you shall be vested in 175,000, 350,000, 525,000, 700,000, 875,000, and then 1,050,000 of the Shares granted hereunder, respectively.

2. In the event of your termination of your employment on or before the expiration of the initial six month period commencing July 1, 2015 or any subsequent six month period thereafter during the thirty six month period commencing with July 1, 2015 for any reason, you shall forfeit all right, title and interest in and to any of the Shares granted hereunder which have not become vested in you, without any payment by the Company therefore unless mutually agreed otherwise, except in the case of a Change in Control. All Shares shall vest upon the occurrence of a Change of Control (as defined herein) without further action by you or the Corporation.

3. (a) Any Shares granted hereunder are not transferable and cannot be assigned, pledged, hypothecated or disposed of in any way until they become vested, and may be transferred thereafter in accordance with applicable securities law restrictions and your shareholder agreement restrictions. Any attempted transfer in violation of the Section shall be null and void.

(b) Notwithstanding anything contained in this Agreement to the contrary, after you become vested in any of the Shares granted hereunder, no sale, transfer or pledge thereof may be effected without an effective registration statement or an opinion of counsel for the Corporation that such registration is not required under the Securities Act of 1933, as amended, and any applicable state securities laws.

4. During the period commencing with the date hereof and prior to your forfeiture of any of the Shares granted hereunder, you shall have all right, title and interest in and to the Shares granted hereunder, including the right to vote the Shares and receive dividends or other distributions with respect thereto.

5. You shall be solely responsible for any and all Federal, state and local income taxes arising out of your receipt of the Shares and your future sale of other disposition of them.

6. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles. All parties hereto (i) agree that any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted only in a Federal or state court in the City of New York in the State of New York, (ii) waive any objection which they may now or hereafter have to the laying of the venue of any such suit, action or proceeding, and (iii) irrevocably submit to the exclusive jurisdiction of any Federal or state court in the City of New York in the State of New York, in any such suit, action or proceeding, but such consent shall not constitute a general appearance or be available to any other person who is not a party to this Agreement. All parties hereto agree that the mailing of any process in any suit, action or proceeding at the addresses of the parties shown herein shall constitute personal service thereof.

7. If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other severable provision of this Agreement, and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained herein.

8. This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective heirs and successors and, in the case of the Corporation, its assigns.

9. This Agreement may not be amended except in a writing signed by all of the parties hereto.

10. Nothing contained herein shall be construed to create an employment agreement between the Corporation and you or require the Corporation to employ or retain you under such a contract or otherwise.

11. Notwithstanding anything contained this in Agreement to the contrary the Shares shall become fully vested upon your death or upon your becoming disabled, which shall mean you shall have been unable to render all of your duties by reason of illness, injury or incapacity (whether physical or mental) for a period of six consecutive months, determined by an independent physician selected by the Board of Directors of the Corporation.

12. Notwithstanding anything contained this in Agreement to the contrary:

(a) the Shares shall become fully vested upon the occurrence of a Change of Control (as defined in this Section 12), which shall occur upon

(i) (a) thirty-five percent (35%) or more of the outstanding voting stock of the Corporation has been acquired by any person (as defined by Section 3 (a) (9) of the Securities Exchange Act of 1934, as amended) other than directly from the Corporation; (b) there has been a merger or equivalent combination involving the Corporation after which 49% or more of the voting stock of the surviving corporation is held by persons other than former shareholders of the Corporation; (c) twenty percent (20%) or more of the members of the Board elected by shareholders are persons who were not nominated in the then most recent proxy statement of the Corporation; or (d) the Corporation sells or disposes of all or substantially all of its assets.

(ii) any "person", as such term is used in Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or persons acting in concert (other than Drury J. Gallagher, Firebird Global Master Fund, Ltd., Van Z. Krikorian or any of their affiliates) become the "beneficial owner" or "beneficial owners" (as defined in Rule 13d-3 under the Exchange Act, or any successor rule or regulation thereto as in effect from time to time), directly or indirectly, of the Corporation's securities representing more than 50% of the combined voting power of the Corporation's then outstanding securities, pursuant to a plan of such person or persons to acquire such controlling interest in the Corporation, whether pursuant to a merger (including a merger in which the Corporation is the surviving corporation), an acquisition of securities or otherwise; and

(b) A transaction shall not constitute a Change of Control if its sole purpose is to change the state of the Corporation's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Corporation's securities immediately before such transaction.

(c) The Shares shall become fully vested upon your death or upon your becoming disabled, which shall mean you shall have been unable to render all of your duties by reason of illness, injury or incapacity (whether physical or mental) for a period of six consecutive months, determined by an independent physician selected by the Board of Directors of the Corporation.

13. In the event of any conflict between the terms of this Agreement and of the Employment Agreement, the provisions contained in this Agreement shall control.

If this letter accurately reflects our understanding, please sign the enclosed copy of this letter at the bottom and return it to us.

Very truly yours,
Global Gold Corporation

By: _____
Drury J Gallagher, Secretary and Treasurer

Agreed:

_____
Van Z. Krikorian

Exhibit 10.71

FIFTH AMENDMENT TO
AUGUST 1, 2003
GLOBAL GOLD – ASHOT BOGHOSSIAN
EMPLOYMENT AGREEMENT

AMENDMENT, entered as of May 5, 2015 and effective as of the 1 st day of July 2015 between Global Gold Mining, LLC, a Delaware limited liability company (the "Company"), and Ashot Boghossian (the "Employee"), to the Employment Agreement, dated as of August 1, 2003 (the "Agreement"), amended as of January 1, 2006, as of June, 15 2006, as of August 11, 2009, and as of June 30, 2012 between the parties;

W I T N E S S E T H T H A T :

WHEREAS, the Employee currently serves as Director and Regional Manager and the Company needs to retain the continued active service of the Employee in light of the Company's obligations, plans, and in light of other considerations;

WHEREAS, the Company and the Employee desire to enter into an amendment of the Agreement on the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto agree as follows:

1. EXTENSION OF TERM . The term of the Agreement is hereby further extended until June 30, 2018 and Section 2 of the Agreement is hereby amended to read as follows:

" TERM . The term of this Agreement shall commence on August 1, 2003 (or such other date as mutually agreed by the parties) and end on June 30, 2018, and shall be automatically renewed for consecutive one-year periods thereafter unless (a) terminated on the anniversary of June 30 by either party on 120 days written notice or (b) sooner terminated as otherwise provided herein."

2. COMPENSATION. Employee is awarded as additional base compensation a Restricted Stock Award of 337,500 shares vesting in six semi-annual installments through June 30, 2018, and pursuant to the terms set forth in the Restricted Stock Award attached to this Amendment, and an annual salary of $72,000. The first two sentences of Section 3(a) of the Agreement are hereby amended to read as follows:

> " Base Compensation. In consideration for the services rendered by the Employee under this Agreement, Global Gold Corporation shall transfer and deliver to the Employee as base compensation for the term of this Agreement as amended effective July 1, 2015 a total of 337,500 shares of its common stock pursuant to the terms of the Restricted Stock Awards attached hereto as Exhibit A, and as set forth in such Awards (the "Restricted Stock Awards") delivered to the Employee. In addition to the foregoing, the Company shall pay to the Employee, as base compensation, the sum of $72,000 for each 12-month period commencing on and after July 1, 2009 during the term of this Agreement, as amended effective July 1, 2015, payable in equal monthly installments of $6,000 on the 15 th day of each month."

3. SURVIVAL OF AGREEMENT. This Amendment is limited as specified above and shall not constitute a modification or waiver of any other provision of the Agreement except as required by terms agreed here. Except as specifically amended by this Amendment, the Agreement terms shall remain in full force and effect and all of its terms are hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

GLOBAL GOLD MINING, LLC

By _____ _____

Van Z. Krikorian, Manager Ashot Boghossian

EXHIBIT A

Global Gold Corporation
555 Theodore Fremd Avenue
Rye, NY 10580

May 5, 2015

Mr. Ashot Boghossian
Global Gold Mining LLC
Yerevan, Armenia 375001

Restricted Stock Award

Dear Mr. Boghossian:

As an inducement for your continuing rendering of services to Global Gold Mining LLC a subsidiary of Global Gold Corporation (the "Corporation") and pursuant to the decisions of the Compensation Committee and Board of Directors of the Corporation, we hereby grant you 337,500 shares, $0.001 par value per share (the "Shares"), of the Common Stock of the Corporation, evidenced by a certificate for such Shares, subject to applicable securities law restrictions and the terms and conditions set forth herein:

1. You shall be required to spend at least 75% of your business time in connection with the responsibility assigned to you (or to be assigned to you) in connection with the business of the Corporation pursuant to your Employment Agreement with Global Gold Mining, LLC.

2. For each six month period, commencing on July 1, 2015, you shall become fully vested in 56,250 Shares granted hereunder. Thus, if you complete six, twelve, eighteen, twenty four, thirty and then thirty six months of service as provided hereunder, you shall be vested in 56,250, 112,500, 168,750, 225,000, 281,250, and then 337,500 of the Shares granted hereunder, respectively.

3. In the event of your termination of your employment on or before the expiration of the three year period commencing with July 1, 2015 you shall forfeit all right, title and interest in and to any of the Shares granted hereunder which have not become vested in you, without any payment by the Corporation therefor, except in the case of a Change in Control. All Shares shall vest upon the occurrence of a Change of Control (as defined herein) without further action by you or the Corporation.

4. (a) Any Shares granted hereunder are not transferable and cannot be assigned, pledged, hypothecated or disposed in any way until they become vested, and may be transferred thereafter in accordance with applicable securities law restrictions. Any attempted transfer in violation of the Section shall be null and void.

(b) Notwithstanding anything contained in this Agreement to the contrary, after you become vested in any of the Shares granted hereunder, no sale, transfer or pledge thereof may be effected without an effective registration statement or an opinion of counsel for the Corporation that such registration is not required under the Securities Act of 1933, as amended, and any applicable state securities laws.

5. During the period commencing with the date hereof and prior to your forfeiture of any of the Shares granted hereunder, you shall have all right, title and interest in and to the Shares granted hereunder, including the right to vote the Shares and receive dividends or other distributions with respect thereto.

6. You shall be solely responsible for any and all Federal, state and local incomes taxes arising out of your receipt of the Shares and your future sale of other disposition of them.

7. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles. All parties hereto (i) agree that any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted only in a Federal or state court in the City of New York in the State of New York, (ii) waive any objection which they may now or hereafter have to the laying of the venue of any such suit, action or proceeding, and (iii) irrevocably submit to the exclusive jurisdiction of any Federal or state court in the City of New York in the State of New York, in any such suit, action or proceeding, but such consent shall not constitute a general appearance or be available to any other person who is not a party to this Agreement. All parties hereto agree that ht emailing of any process in any suit, action or proceeding at the addresses or the parties shown herein shall constitute personal service thereof.

8. If any provision of the Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other severable provision of this Agreement, and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained herein.

9. This Agreement and all the terms and provisions hereof shall be binding upon and shall insure to the benefit of the parties and their respective heirs and successors and, in the case of the Corporation, its assigns.

10. This Agreement may not be amended except in a writing signed by all of the parties hereto.

11. Nothing contained herein shall be construed to create to create an employment agreement between the Corporation and you or require the Corporation to employ or retain you under such a contract or otherwise.

12. Notwithstanding anything contained this in Agreement to the contrary:

(a) the Shares shall become fully vested upon the occurrence of a Change of Control (as defined in this Section 12), which shall occur upon

(i) (a) thirty-five percent (35%) or more of the outstanding voting stock of the Corporation has been acquired by any person (as defined by Section 3 (a) (9) of the Securities Exchange Act of 1934, as amended) other than directly from the Corporation; (b) there has been a merger or equivalent combination involving the Corporation after which 49% or more of the voting stock of the surviving corporation is held by persons other than former shareholders of the Corporation; (c) twenty percent (20%) or more of the members of the Board elected by shareholders are persons who were not nominated in the then most recent proxy statement of the Corporation; or (d) the Corporation sells or disposes of all or substantially all of its assets.

(ii) any "person", as such term is used in Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or persons acting in concert (other than Drury J. Gallagher, Firebird Global Master Fund, Ltd., Van Z. Krikorian or any of their affiliates) become the "beneficial owner" or "beneficial owners" (as defined in Rule 13d-3 under the Exchange Act, or any successor rule or regulation thereto as in effect from time to time), directly or indirectly, of the Corporation's securities representing more than 50% of the combined voting power of the Corporation's then outstanding securities, pursuant to a plan of such person or persons to acquire such controlling interest in the Corporation, whether pursuant to a merger (including a merger in which the Corporation is the surviving corporation), an acquisition of securities or otherwise; and

(b) A transaction shall not constitute a Change of Control if its sole purpose is to change the state of the Corporation's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Corporation's securities immediately before such transaction.

(c) The Shares shall become fully vested upon your death or upon your becoming disabled, which shall mean you shall have been unable to render all of your duties by reason of illness, injury or incapacity (whether physical or mental) for a period of six consecutive months, determined by an independent physician selected by the Board of Directors of the Corporation.

13. In the event of any conflict between the terms of this Agreement and of the Employment Agreement, the provisions contained in this Agreement shall control.

If this letter accurately reflects our understanding, please sign the enclosed copy of this letter at the bottom and return it to us, whereupon it shall become agreement binding upon the parties.

Very truly yours,

Global Gold Corporation

By: _____

Van Z. Krikorian
Chairman and CEO

Agreed:

_____

Ashot Boghossian

Exhibit 10.72

THIRD AMENDMENT TO
FEBRUARY 1, 2003
GLOBAL GOLD CORPORATION – JAN DULMAN
EMPLOYMENT AGREEMENT

AMENDMENT, entered as of May 5, 2015 and effective as of the 1 st day of August, 2015, between Global Gold Corporation, a Delaware corporation (the "Corporation"), and Jan Dulman (the "Employee"), to the Employment Agreement, dated as of June 15, 2007, as amended as of August 11, 2009, and June 30, 2012 (the "Agreement"), between the parties;

W I T N E S S E T H :

WHEREAS, the Company has employed the Employee as Chief Financial Officer and needs to retain the continued active service of the Employee in light of the Corporation's obligation and in light of other considerations;

WHEREAS, the Corporation and the Employee desire to enter into an amendment and extension of the Agreement on the terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto agree as follows:

1. CHANGE IN TERM OF AGREEMENT . The term of the Agreement is hereby hereby extended until July 31, 2018 and Section 2 of the Agreement is hereby amended to read as follows:

> " TERM . The term of this Agreement, as amended effective August 1, 2015, shall commence on June 1, 2007 and end on July 31, 2018, and shall be automatically renewed for consecutive one-year periods thereafter unless (a) terminated by the Employee on 120 days written notice prior to the expiration of the initial term hereof, (b) terminated by either party on 120 days written notice prior to the expiration of the second year hereof or any year thereafter or (c) sooner terminated as otherwise provided herein."

2. COMPENSATION . The Corporation shall maintain the Employee's annual salary at $165,000 per annum. In addition, Employee is awarded as additional base compensation a Restricted Stock Award of 300,000 shares vesting in semi-annual installments through July 31, 2018, and pursuant to the terms set forth in the Restricted Stock Award attached. Effective August 1, 2015, Section 3(a) of the Agreement is hereby amended to read as follows:

> (a) " Base Compensation. In consideration for the services rendered by the Employee under this Agreement, as amended May 5, 2015 and effective August 1, 2015, the Company shall deliver to the Employee as base compensation a total of Three Hundred Thousand shares of the common stock of Global Gold Corporation pursuant to the terms of the Restricted Stock Award attached hereto as Exhibit A (the "Restricted Stock Award"). In addition to the foregoing, the Company shall pay to the Employee, as base compensation, the sum of $165,000 for each 12-month period commencing on and after August 1, 2015 during the term of this Agreement, payable in equal monthly installments on the 15 th day of each month. In addition and pursuant to the decision of the Compensation Committee, Employee shall be awarded Three Hundred Thousand (300,000) shares of common stock of Company vesting in semiannual installments through July 31, 2018 all in accordance with the terms and conditions above."

3. SURVIVAL OF AGREEMENT. This Amendment is limited as specified above and shall not constitute a modification or waiver of any other provision of the Agreement except as required by terms agreed here. Except as specifically amended by this Amendment, the Agreement terms shall remain in full force and effect and all of its terms are hereby ratified and confirmed.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

G LOBAL GOLD CORPORATION

By _____
Van Z. Krikorian, Manager

_____
Jan Dulman

EXHIBIT A

Global Gold Corporation
555 Theodore Fremd Avenue
Rye, NY 10528

May 5, 2015

Mr. Jan Dulman
13 Hickory Place
Livingston, NJ 07039

Re: Restricted Stock Award

Dear Mr. Dulman:

As consideration for your employment agreement, as extended May 5, 2015, with Global Gold Corporation (the "Corporation") and as an inducement for your rendering of services to the Corporation, we hereby grant you Three Hundred Thousand (300,000) shares of the Common Stock of Global Gold Corporation, evidenced by a certificate of shares of our common stock, $.001 par value per share (the "Shares"), subject to applicable securities law restrictions and the terms and conditions set forth herein:

1. For the first six month period commencing August 1, 2015 within which you render the services provided herein, you shall become fully vested in one sixth of the total Shares granted hereunder. For the next six month periods thereafter commencing on February 1, 2016 through July 31, 2018, you shall become fully vested in an additional one sixth of the total Shares granted hereunder. Thus, if you complete six, twelve, eighteen, twenty four, thirty and then thirty six months of service as provided hereunder, you shall be vested in 50,000, 100,000, 150,000, 200,000, 250,000, and then 300,000 of the Shares granted hereunder, respectively.

2. In the event of your termination of your employment on or before the expiration of the initial six month period commencing with the date hereof or any subsequent six month period thereafter during the thirty six month period commencing with August 1, 2015 for any reason, you shall forfeit all right, title and interest in and to any of the Shares granted hereunder which have not become vested in you, without any payment by the Company therefore unless mutually agreed otherwise, except in the case of a Change in Control. All Shares shall vest upon the occurrence of a Change of Control (as defined herein) without further action by you or the Corporation.

3. (a) Any Shares granted hereunder are not transferable and cannot be assigned, pledged, hypothecated or disposed of in any way until they become vested, and may be transferred thereafter in accordance with applicable securities law restrictions. Any attempted transfer in violation of the Section shall be null and void.

(b) Notwithstanding anything contained in this Agreement to the contrary, after you become vested in any of the Shares granted hereunder, no sale, transfer or pledge thereof may be effected without an effective registration statement or an opinion of counsel for the Corporation that such registration is not required under the Securities Act of 1933, as amended, and any applicable state securities laws.

4. During the period commencing with the date hereof and prior to your forfeiture of any of the Shares granted hereunder, you shall have all right, title and interest in and to the Shares granted hereunder, including the right to vote the Shares and receive dividends or other distributions with respect thereto.

5. You shall be solely responsible for any and all Federal, state and local income taxes arising out of your receipt of the Shares and your future sale of other disposition of them.

6. This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles. All parties hereto (i) agree that any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted only in a Federal or state court in the City of New York in the State of New York, (ii) waive any objection which they may now or hereafter have to the laying of the venue of any such suit, action or proceeding, and (iii) irrevocably submit to the exclusive jurisdiction of any Federal or state court in the City of New York in the State of New York, in any such suit, action or proceeding, but such consent shall not constitute a general appearance or be available to any other person who is not a party to this Agreement. All parties hereto agree that the mailing of any process in any suit, action or proceeding at the addresses of the parties shown herein shall constitute personal service thereof.

7. If any provision of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or unenforceable any other severable provision of this Agreement, and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained herein.

8. This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective heirs and successors and, in the case of the Corporation, its assigns.

9. This Agreement may not be amended except in a writing signed by all of the parties hereto.

10. Nothing contained herein shall be construed to create an employment agreement between the Corporation and you or require the Corporation to employ or retain you under such a contract or otherwise.

11. Notwithstanding anything contained this in Agreement to the contrary the Shares shall become fully vested upon your death or upon your becoming disabled, which shall mean you shall have been unable to render all of your duties by reason of illness, injury or incapacity (whether physical or mental) for a period of six consecutive months, determined by an independent physician selected by the Board of Directors of the Corporation.

12. Notwithstanding anything contained this in Agreement to the contrary:

(a) the Shares shall become fully vested upon the occurrence of a Change of Control (as defined in this Section 12), which shall occur upon

(i) (a) thirty-five percent (35%) or more of the outstanding voting stock of the Corporation has been acquired by any person (as defined by Section 3 (a) (9) of the Securities Exchange Act of 1934, as amended) other than directly from the Corporation; (b) there has been a merger or equivalent combination involving the Corporation after which 49% or more of the voting stock of the surviving corporation is held by persons other than former shareholders of the Corporation; (c) twenty percent (20%) or more of the members of the Board elected by shareholders are persons who were not nominated in the then most recent proxy statement of the Corporation; or (d) the Corporation sells or disposes of all or substantially all of its assets.

(ii) any "person", as such term is used in Section 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") or persons acting in concert (other than Drury J. Gallagher, Firebird Global Master Fund, Ltd., Van Z. Krikorian or any of their affiliates) become the "beneficial owner" or "beneficial owners" (as defined in Rule 13d-3 under the Exchange Act, or any successor rule or regulation thereto as in effect from time to time), directly or indirectly, of the Corporation's securities representing more than 50% of the combined voting power of the Corporation's then outstanding securities, pursuant to a plan of such person or persons to acquire such controlling interest in the Corporation, whether pursuant to a merger (including a merger in which the Corporation is the surviving corporation), an acquisition of securities or otherwise; and

(b) A transaction shall not constitute a Change of Control if its sole purpose is to change the state of the Corporation's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Corporation's securities immediately before such transaction.

(c) The Shares shall become fully vested upon your death or upon your becoming disabled, which shall mean you shall have been unable to render all of your duties by reason of illness, injury or incapacity (whether physical or mental) for a period of six consecutive months, determined by an independent physician selected by the Board of Directors of the Corporation.

13. In the event of any conflict between the terms of this Agreement and of the Employment Agreement, the provisions contained in this Agreement shall control.

If this letter accurately reflects our understanding, please sign the enclosed copy of this letter at the bottom and return it to us.

Very truly yours,
Global Gold Corporation

By:_____
Van Krikorian, Chairman

Agreed:

_____
Jan Dulman

Exhibit 10.73

Companies – appeal against the decision of the Commissioner dated 11th September, 2014.

[2015]JCA061

COURT OF APPEAL
(Unknown)

27 March 2015

Before : Sir Hugh Bennett, President;

Sir Richard Collas, and

Anthony George Bompas, Esq, Q.C.

Between	**Consolidated Resources Armenia**	**Plaintiff**
And	**(1) Global Gold Consolidated Resources Limited**	**Defendants**
	(2) Mr Van Krikorian	
	(3) Global Gold Corporation	

Advocate A. Kistler for the Plaintiff.

Advocate J. M. P. Gleeson for the Second and Third Defendants.

JUDGMENT

BOMPAS JA:

This is the judgment of the Court.

Introduction

1. This appeal is brought by the Second and Third Defendants (that is Mr Van Z Krikorian ("Mr Krikorian") and Global Gold Corporation ("Global Gold")). It is argued on their behalf that the Royal Court should have granted a stay of the proceedings brought by the Plaintiff (that is Consolidated Resources Armenia ("Consolidated")). The Appellants contend that they are entitled to a mandatory stay of the proceedings as regards at least some of the claims raised by Consolidated, this stay being pursuant to pursuant to Article 5 of the Arbitration (Jersey) Law 1998 as amended by the Arbitration (Jersey) (Amendment) Law 1999 and subsequently renumbered pursuant to the Law Revision (Jersey) Law 2003 ("the Arbitration Law"); and it is said that the Royal Court was in error in declining the stay in that the Royal Court mistakenly concluded that under Article 27(2) of the Arbitration Law it had a discretion to refuse a stay or alternatively that it misdirected itself when exercising such discretion as it had.

2. There is a cross-appeal by Consolidated, which challenges the decision of the Royal Court that certain of the claims put forward by Consolidated are within the scope of an arbitration agreement to which Article 5 of the Arbitration Law applies.

3. The issues on this appeal, then, are broadly:-

   (i) First, what is the scope of any relevant agreement between any of the parties, so far as concerns arbitration? In particular do any and if so which of the claims put forward by Consolidated fall within the scope of an arbitration agreement between it and any of the Defendants?

   (ii) Second, should the proceedings, or part of the proceedings, be stayed for arbitration pursuant to any such arbitration agreement?

The facts

4. The judgment of the Royal Court under appeal (Consolidated Resources-v-Global Gold and Others [2014] JRC 169) was given on 11 September, 2014, following a hearing on 25 July, 2014, before Commissioner Clyde-Smith JA sitting with Jurats Morgan and Liston. Giving the judgment of the Royal Court, Commissioner Clyde-Smith JA gave a clear and concise summary of the principal facts. Nevertheless it will be convenient if we highlight certain points, setting them in context.

5. The First Defendant, Global Cold Consolidated Resources Ltd ("the Company") is a company limited by shares incorporated in Jersey on 26 September, 201,1 under the Companies (Jersey) Law 1991 ("the Companies Law"). The directors of the Company are Mr Krikorian and a Mr Caralapati Premraj ("Mr Premraj"). The shareholders are Consolidated and Global Gold, holding respectively 49% and 51% of the Company's issued shares.

6. For reasons which will become clear, although the Company is a defendant to these proceedings, it is taking no part.

7. The Company's constitution is unremarkable. So, for example, at general meetings resolutions are decided on a show of hands or (if duly demanded) on a poll, with each share giving one vote on a poll, and with the Chairman having a casting vote in the event of equality. The quorum at general meetings is two members present in person or by proxy, except that if a meeting has been summoned by the directors and is adjourned for want of quorum the member or members present at the adjourned meeting will form a quorum. Directors' meetings require a quorum of at least two directors (unless the Company has just one director for the time being). At Directors' meetings each director has one vote, with the Chairman having a casting vote.

8. It will be appreciated from the description in the previous paragraph that without a quorum the Company's board may be unable to act; and without the assistance of the Court there may be no way in which a general meeting could resolve this inability, where one of two directors fails to attend any board meeting so that the directors are left unable to summon a general meeting.

9. The Company was formed pursuant to a Joint Venture Agreement ("the JVA") dated as of 27 April, 2011, made between Global Gold and various of its subsidiaries on one side and Consolidated and an affiliate (Consolidated Resources USA) on the other. The Global Gold subsidiaries included Mego-Gold, LLC ("Mego-Gold") and Getik Mining Company, LLC ("Getik Mining"). Mego-Gold has interests in a mining exploration site at Toukhmanuk, Armenia; Getik Mining has interests in another site in Armenia.

10. The JVA recorded that Global Gold is a Delaware corporation and that Consolidated is a Cayman Islands company. It also recorded that there had previously been a binding agreement (referred to as "the Formation Agreement") dated 17 March, 2011, between the Global Gold companies and Consolidated for the formation of a joint venture, and that pursuant to this Consolidated had provided a funding advance of US$500,000. In addition the JVA incorporated definitions used in the Formation Agreement, but nevertheless provided that the JVA superseded the Formation Agreement.

11. The JVA also recited the facts, among others, (a) that Global Gold and its subsidiaries were engaged in gold and silver exploration in Armenia and owned exploration and mining properties there, (b) that Consolidated and its affiliate were an established worldwide resources company actively seeking strategic investments, (c) that the Global Gold companies and Consolidated had not long before made an agreement for developing properties, with Consolidated having made an advance of US$500,000, (d) that Consolidated would *"complete the remaining US$4.5 million of its US$5 million working capital commitment"*, and (e) that the two sides would form a joint venture company to be established by Consolidated subject to terms mutually and reasonably agreed by Global Gold, with the new company to have no liabilities except pursuant to a Shareholders Agreement.

12. The JVA contained various provisions concerning the formation of the joint venture company (that is, the Company), for Consolidated's side to fund the US$4.5 million, for the *"Closing"* of the joint venture (at which time Mego-Gold and Getik Mining were to be brought under the Company), and for the Consolidated side thereafter to endeavour to begin having the Company publicly listed. The JVA also stipulated that the *"the initial common stock ownership, subject to an adjustment mechanism ... shall be established at 51% for [the Global Gold side]... and 49% for"* the Consolidated side. The adjustment mechanism seems to have been aimed at providing to Global Gold upwards of US$40 million for Mego-Gold and Getik Mining, while at the same time a provision was made for Consolidated to be able to provide cash with a view to maintaining its proportional stake in the Company.

13. By the JVA the US$4.5 million, referred to above, was to be paid as to US$1.4 million immediately and as to the remaining US$3.1 million by periodic payments over the following year. These sums were to be used in large measure to assist in developing Mego-Gold's and Getik Mining's respective properties. Completion of this programme of payment was to happen before *"Closing"* of the joint venture (Section 2.3.1 of the JVA).

14. The JVA also required, as another of the matters to enable *"Closing"* of the joint venture, the making of *"a mutually agreed Shareholders Agreement"* (Section 2.3.8 of the JVA). This Shareholders Agreement was (according to Section 2.3.3 of the JVA) to provide for voting rights at shareholders' meetings to be in proportion to *"the pro forma ownership"* of the Company, for each of the Global Gold side and the Consolidated side to have the right to appoint two directors, and for certain decisions to require unanimous approval by each side's directors *"subject to anti-deadlock provisions"*.

15. The JVA, by Section 9.10, is expressed to be *"governed by, and construed in accordance with, the substantive laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof"*.

16. Finally, and most materially, Section 9.12 of the JVA deals with *"Dispute Resolution"*.

    (i) This directs first of all that *"any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof, or any non-contractual obligations arising out of or in connection with this Agreement"* are to be *"settled through consultation, mediation or arbitration pursuant to this section 9.12"*.

    (ii) The section then lays down a series of steps a party is to use for resolving a dispute: first, there must be an attempt at consultation; next there is to be reference to mediation; and then, if the mediation is unsuccessful, there is to be reference to arbitration.

17. (iii) The arbitration required by the section is to be in New York City under the Commercial Arbitration Rules of the American Arbitration Association, including the Optional Rules for Emergency Measures of Protection.

    (i) The Company was incorporated in September 2011, as already mentioned. A Delaware incorporated company, GGCR Mining LLC ("GGCRM") came to be formed as a wholly-owned subsidiary and, as matters developed, was to be the holding company for Mego-Gold and Getik Mining.

18. On 29 December, 2011, an instrument headed "Binding Term Sheet" was executed on behalf of the Company, GGCRM, Global Gold and Consolidated Resources. This provided for convertible notes of the Company of not less than US$2 million to be constituted and then to be subscribed by Consolidated. The Binding Term Sheet contemplated that, with the exception of a small advance, the bulk of the convertible notes were to be subscribed after *"Closing"* of the joint venture and were to be for a year's maturity at most. The Binding Term Sheet also provided for Global Gold to give a guarantee of the Company's obligations under the convertible notes, but curiously only until the closing of the joint venture.

19. The Binding Term Sheet contains no express statement of any governing law, and has no provision for dispute resolution.

20. On 17 January, 2012, the Company executed a Note Instrument constituting not less than US$2 million of interest-free Secured Fixed Rate Convertible Notes. Any Notes were, by the Note Instrument and the conditions of the Notes, to be repayable at par on the first anniversary of their issue. They gave, alternatively, an early right to repayment at an uplifted amount in the event of a public offering of the Company's ordinary shares on a stock exchange or a change of control of the Company or its subsidiaries. The conversion rate is the same (US$784,314 for each 1% of the Company's issued share capital) as the cash payment right given to Consolidated by the JVA, as described above.

21. On its face the Note Instrument has connection with the JVA: it provides by Schedule 1 (that is in the Conditions of the Notes thereby constituted) that capitalised terms used in the Note Instrument had, unless otherwise defined, the meanings given in the JVA. Further, that same Schedule provides that if *"the Security [is] to terminate ... pursuant to the Closing of the JV Agreement"*, the Company is to extend full faith and credit to secure repayment of the Noteholder. (In this context *"the Security"* is defined as meaning *"the security created pursuant to a guarantee and security agreement"* between Global Gold and Consolidated). Further, the Note Instrument recites the fact that the Company had entered into the Binding Term Sheet, and sets out the Binding Term Sheet in its entirety as a Schedule. As mentioned above, the Binding Term Sheet provides for a guarantee to be given by Global Gold.

22. The Note Instrument is expressed to be governed by Jersey Law, with the Jersey Courts having exclusive jurisdiction *"to settle any dispute arising out of or in connection with this Instrument and/or the Notes (including a dispute relating to any non-contractual obligations arising out of or in connection with this Instrument and/or the Notes)."*

23. The form of the Notes to be issued pursuant to the Note Instrument is set out in a schedule to the Note Instrument. In addition to the provisions mentioned above, the Conditions of the Notes cover such matters as early repayment, the return to be provided on the Notes, redemption, transfer and so forth. They also state that *"The Notes and any non-contractual obligations arising out of or in connection with the Notes shall be governed by Jersey law"*. There is no provision in the Conditions of the Notes dealing with dispute resolution; but as the Notes were issued *"subject to and with the benefit of the provisions of the Instrument"*, there is in the Notes an express submission to the exclusive jurisdiction of the Jersey Courts.

24. Consolidated has alleged in these proceedings that pursuant to the Note Instrument it has advanced US$2,197,453 to the Company, and that between 20 January and 28 March, 2012, the Company issued three Notes, each for a nominal amount of US$500,000. The Appellants agree that the Company issued the three Notes, but otherwise deny this allegation.

25. The Shareholders Agreement contemplated by the JVA came to be made between the Company and each of Global Gold and Consolidated. It is dated 18 February, 2012, and expressed to be governed by laws of New York.

26. In Section 1 the Shareholders Agreement contains definitions of the JVA, the Binding Term Sheet and the Note Instrument, as well as a definition of *"the Letter"*: this is described as a side letter to the Binding Term

document referred to is the Supplemental Letter which we describe later. These four instruments, the JVA, the Binding Term Sheet, the Note Instrument and the Supplemental Letter, all feature in Section 14.11 of the Shareholders Agreement, referred to below.

27. The Shareholders Agreement contains a covenant by the Company to be governed by the terms of the Shareholders Agreement, and covenants by Global Gold and Consolidated to vote their shares to give effect to the Shareholders Agreement. It provides for the organisation and management of the Company. It has a provision which would give each of Global Gold and Consolidated the right to appoint two directors, and also the ability, by reason of contractual requirements set for quorums and for the taking of certain decisions, for one side to bring about a deadlock. There are provisions of a usual kind for share transfers, pre-emption, accession of new shareholders and so forth. There are confidentiality provisions. And, by Section 14.15, it is provided that *"This Agreement shall be governed by and interpreted and enforced in accordance with the laws of New York"*.

28. Central to the issues on this appeal is Section 14.11 of the Shareholders Agreement. This starts as if it would be a conventional *"entire agreement"* clause. However after two or three lines it becomes quite unconventional. It reads as follows:-

> *"Section 14.11 Entire Agreement*
>
> *This Agreement constitutes the entire agreement between the Parties with respect to the matters provided for herein and supersedes all prior agreements, understandings, negotiations and discussions (whether oral or written) of the Parties with respect to the matters herein, provided however, that in no event shall any of the following be superseded by this Agreement (i) the Joint Venture Agreement dated as of April 27, 2011 by and between GGC and certain of its affiliates, on the one hand, and CRA and certain of its affiliates, on the other hand, (ii) the Binding Term Sheet for the Convertible Notes executed on December 29, 2011 by and between GGC and certain of its affiliates, on the one hand, and CRA and certain of its affiliates, on the other hand, and the Company and (iii) the Note Instrument creating such Convertible Notes. Should the terms and provisions of this Shareholder Agreement conflict with any of the terms and provisions of the Joint Venture Agreement, the Convertible Notes, the Binding Term Sheet, the Note Instrument or the Letter, then the terms and provisions of the Joint Venture Agreement, the Convertible Notes, the binding Term Sheet, the Note Instrument and the Letter (as applicable) shall prevail. The Joint Venture Agreement, the Convertible notes, the Binding Term Sheet, the Note Instrument and the Letter are hereby incorporated by reference in their entirety into this Shareholder Agreement including the Remaining Consideration Payable to GGC (the "Remaining Consideration"). There are no representations, warranties, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement except as specifically set forth herein and none of the Parties has relied or is relying on any other information, discussion or understanding in entering into and completing the transactions contemplated in this Agreement."*

29. It will be noted that the proviso in the first sentence of Section 14.11 expressly exempts three instruments from being superseded by the Shareholders Agreement (namely the JVA, the Binding Term Sheet and the Note Instrument). This exemption does not mention the Letter; but the second sentence, with its reference to the three instruments as well as to the Letter, must surely be taken to indicate that the Letter also has not been superseded by the Shareholders Agreement: its terms are to prevail where inconsistent with the Shareholders Agreement.

30. It will also be noted that the third sentence of Section 14.11 provides for each of the JVA, and the three other four instruments mentioned in the previous paragraph, to be *"incorporated by reference in their entirety into this Shareholders Agreement..."* The import of this part of Section 14.11 has been given a great deal of attention in the argument on this appeal.

31. On 10 February 2012, Global Gold executed a guarantee ("the Guarantee") of the Company's performance

of its obligations under the Notes, this Guarantee being in favour of Consolidated Resources. No doubt this was the guarantee required by the Binding Term Sheet and contemplated by the Note Instrument as providing security for the Note holders. The Guarantee is expressed to have been made in New York State and to be governed by, and construed in accordance with, the internal laws (without regard to the conflict of laws provisions) of the State of New York.

32. A Supplemental Letter agreement dated as of 19 February, 2012, was made between Global Gold, Consolidated, the Company and GGCR Mining LLC. This Supplemental Letter makes reference to the JVA and the Shareholders Agreement. It contains several relevant provisions:-

(i) The Supplemental Letter explains that it has been made in connection with a request for funding from Consolidated prior to the closing of the joint venture, the funding being under the Note Instrument.

(ii) It also explains that the Shareholders Agreement had been entered into before closing of the joint venture.

(iii) It contains various immaterial provisions concerning directors of the Company. Materially, however, it goes on to make a change to the JVA, and also to provide that notwithstanding Section 14.11 of the Shareholders Agreement two of the provisions of the JVA concerning directors' appointments are to be superseded by the Shareholders Agreement so long as it continues.

(iv) As to funding, the Supplemental Letter stipulates that *"promptly following the Effective Date, [Consolidated] shall resume funding under the [Notes] on the terms and subject to the conditions set forth in the Instrument and [the Company] shall continue to issue such notes to [Consolidated] upon completion of each subscription and payment therefore".*

(v) It provides that, except as modified by the Supplemental Letter, the JVA and the Shareholders Agreement are each to remain in full force and effect.

(vi) It is expressed to be governed by and construed in accordance with the laws of the State of New York.

(vii) Importantly it confirms the application of the dispute resolution provisions, including the arbitration provision, in the JVA. This it does by providing that *"...any disputes with regard to the subject matter hereof shall be settled in accordance with Section 9 12 of the [Joint Venture] Agreement..."*

33. An issue on this appeal is the extent to which any of the claims made by Consolidated involve disputes with regard to the subject matter of the Supplemental Letter, within the meaning of the provision in the Supplemental Letter we have just referred to.

34. It seems that there had been difficulties between the parties even before the making of the various agreements in February 2012. However, in the period which followed the making of all these agreements Consolidated and Global Gold encountered further difficulties, which came to a head in early 2014. For instance there was no listing of the Company's shares, and in September 2013 a proposed takeover of the Company came to nothing. As explained by Commissioner JA Clyde-Smith in giving the Royal Court's judgment, each side blames the other for these set-backs.

35. As early as June 2012 Consolidated had sent a letter to the Company which enclosed a *"proposed derivative action"* against Mr Krikorian in the United States District Court for the Southern District of New York. The draft complaint explained that the alleged responsibility for breach of director's duties set out in the complaint *"is separate and distinct from [Global Gold's] responsibility for failure to meet its obligations under the terms of the [JVA], which will be addressed in a separate forum".* Mr Krikorian responded to this by an email which, among other things, drew attention to Section 9.12 of the JVA.

36. On 10 March, 2014, Consolidated started these proceedings obtaining ex parte interim injunctions against the Company and the Appellants. What had happened was that in February 2014 Mr Krikorian had issued notices summoning a meeting of the Company's board and purporting to summon a shareholders' meeting. Mr Premraj did not attend the board meeting, and the meetings were without any quorum and ineffective. These meetings were then adjourned to 7 March, 2014, although of course the shareholders' meeting had not been duly summoned in the first place: in the absence of participation by Mr Premraj or Consolidated the adjourned meetings would have been ineffective.

37. The Order of Justice by which the proceedings were started has an introduction which explains that the Company *"was incorporated pursuant to a Joint Venture Agreement ... for the purpose of taking advantage of opportunities in the gold mining industry in Armenia",* and that *"the intention of the JVA was to incorporate [the Company] and to develop its business until such time as its equity could be offered for sale to the public".*

38. After this the Order of Justice falls into two sections, each putting forward quite distinct bases of claim. The first section raises contractual claims against the Company and Global Gold. The second section seeks statutory relief which the Royal Court is empowered to give by the Companies Law 1991, namely relief under Articles 141 and 143 where there has been unfairly prejudicial conduct of a company's affairs and as an alternative the winding up relief under Article 155 on the just and equitable ground.

39. The first of these two sections of the Order of Justice is itself divided into two parts, headed respectively *"the Loan Note Claims"* and *"the Guaranty Claims".* In these parts Consolidated claims payment of the amount

against the Company as issuer of the Notes and against Global Gold as guarantor pursuant to the Guarantee for sums totalling US$1.67 million.

40. Quite separately, arising from the first section of the Order of Justice there is a claim for an account for US$5 million said to have been advanced by Consolidated as working capital. The prayer to the Order of Justice does not limit the allegedly accounting parties to any one or more of the Defendants, so that as pleaded the claim is against them all.

41. The pleaded basis of this claim is that: *"In the course of the development of the [Company's] business [Consolidated] agreed to and did advance the sum of US$5,000,000 as working capital. The purposes for which the capital could be used are set out in a Schedule to the JVA".* There is a further allegation, as a particular of unfairly prejudicial conduct that the Company "has failed to account to [Consolidated] for the US$ 5,000,000 investment made by [Consolidated]".

42. This claim is not one for repayment of money lent. It would appear to be a claim on the basis that the money provided may not have been applied in accordance with the requirements of the JVA. Any claim relating to this US$5 million would depend upon not only the application of the terms of the Schedule to the JVA, but also Article II of the JVA. By Articles 2.1.1 and 2.2.3 this provides as follows:-

> *"2.1.1 Prior to the Closing, [Consolidated] shall have funded a total of $5 million of the Initial Consideration, inclusive of the $500,000 Advance already paid, to be used for working capital, [Consolidated] will exercise control over the release and use of all working capital provided and has agreed on a separate use of proceeds in advance with the funding scheduled as follows ..."*
>
> ...
>
> *2.2.3 The parties shall act as follows ... [Global Gold], in coordination with [Consolidated], shall employ the Initial Consideration primarily to fund the expansion of the Toukhmanuk plant to an ore milling target of 300,000 tons per annum, secondarily to fund the reduction or elimination of certain liabilities and expenses ... and thirdly to fund the 2011 exploration program at Toukhmanuk and Getik and [Global Gold] corporate overhead..."*

43. The second section of the Order of Justice follows under the heading *"The Unfair Prejudice Claim"*. This section, and the prayer for relief relevant to it, has been amended since the Order of Justice was issued and the interim injunction was obtained.

44. In its original form the Order of Justice made the assertion that Mr Krikorian and Global Gold are in control of the Company and that in various ways the affairs of the Company have been conducted in a manner which is unfairly prejudicial to Consolidated. Several of the pleaded instances of unfairly prejudicial conduct involve in express terms breaches of or failures to comply with the JVA. The Order of Justice also set out the text of Article 141 of the Companies Law 1991, the provision enabling a company's member to apply for relief under Article 143 on the grounds of unfairly prejudicial conduct; and the relief specified in the prayer as being requested under Article 143 was *"(a) delivery up to [Consolidated] of the books and records of [the Company], (b) an audit and valuation and/or (c) payment of damages by the Defendants or each of them"*.

45. In the Order of Justice as originally formulated there was, in the prayer, as an alternative to the relief claimed under Article 143, a claim for an order for the winding up of the Company on the grounds that a winding up is just and equitable. There was no express reference to the winding up Article in the Companies Law, Article 155; and there was no express reference to anything which was said to make winding up just and equitable.

46. By amendment the Order of Justice has been considerably expanded to support the winding up claim. It now sets out as grounds for this winding up both the instances of conduct alleged to be unfairly prejudicial to Consolidated, and also a case that the Company is in a state of deadlock because a consensus between Consolidated and Global Gold is required, and there cannot be any future prospect of consensus because trust and confidence between the parties has been dissipated by reason of various actions of Mr Krikorian.

47. Also by amendment the case for just and equitable winding up is pleaded on the ground that *"having regard to the Joint Venture Agreement and the Shareholders' Agreement"* Consolidated had, and was entitled to have, a legitimate expectation that the Company and its business would be operated for the benefit of Consolidated and Global Gold. To found this legitimate expectation it is pleaded, as to the JVA, that it recites

and affirms intentions of those two parties. The claim is made that actions of Mr Krikorian and Global Gold have caused the Company to be operated contrary to that expectation.

48. Consolidated's application for the interim injunction in the unamended Order of Justice was supported by an affirmation of Mr Borkowski. He explained that he is Consolidated's sole director. He went on to say that the Company is *"the subject of this case ... and the central allegations are that (i) the [Company] is indebted to [Consolidated] in respect of a number of convertible loan notes; and (ii) the corporate governance of the [Company] has been conducted by [Mr Krikorian] and/or [Global Gold] in a manner which is unfairly prejudicial to [Consolidated]"*. He exhibited the Company's Memorandum and Articles of Association, the Note Instrument, the Shareholders Agreement, the Supplemental Letter and Global Gold's Guarantee. He did not, however, exhibit a copy of the JVA.

49. The Appellants applied, unsuccessfully as it turned out, for orders setting aside the injunctions on the grounds of material non-disclosure and for an order staying the proceedings pending arbitration, this last being the order now appealed from.

50. On the other side Consolidated applied for a default judgment against the Company on the ground that the Company had failed to file an Answer. This application was refused: at the time the Company was (as it still is) unrepresented, as Consolidated has been maintaining that there are no attorneys properly appointed to represent the Company in these proceedings. This is because the Company's board is deadlocked (Mr Premraj not having attended any Directors' meetings) and by themselves the Appellants have no authority to represent the Company.

51. In the course of the various applications numerous and lengthy affirmations and affidavits were made on each side, by Mr Borkowski for Consolidated and by Mr Krikorian for Global Gold. Mr Krikorian's affidavits were highly critical of the conduct of these proceedings on behalf of Consolidated and of the conduct of Global Gold, Mr Borkowski and Mr Premraj in general. It is said in the amended Order of Justice that what has been alleged is that they *"acted fraudulently"*. Such allegations, says Consolidated in its amended Order of Justice, have been repeated by Mr Krikorian in a number of emails to third parties. There is also an allegation in the amended Order of Justice that Mr Krikorian *"has made public allegations of fraud in statutory filing which is readily available and accessible to the public via United States' Securities Exchange website"*.

52. Most of the contracts which have been described above are expressly New York law agreements. This includes indeed the Shareholders Agreement, an agreement to which the Company is a party and which is to be as amongst the Company and its shareholders the principal instrument governing the Company's constitution.

53. Before the Royal Court there was a document (an opinion from a Steven Kayman) which the Appellants sought to rely upon as evidence of New York law. In the event the Appellants chose not to pursue an argument that the document was to be admitted in evidence; and the hearing proceeded with the parties agreeing by their advocates that that for the purposes of the application New York law was to be treated as not differing materially from Jersey law.

54. On the appeal the Appellants submitted that the Royal Court *"should have applied New York law or considered that it alone should be applied in determining every issue concerning the dispute"*. This submission we have no hesitation in rejecting, in view of the agreement we have just referred to. Further, the submission fails to take any account of the express choice of Jersey law in relation to the Note Instrument. Yet further, there is no application before us to adduce fresh evidence as to foreign law. The upshot is that we are proceeding on this appeal on the basis that New York law is in all material respects the same as the law of Jersey.

Issue 1 - Is there a relevant arbitration agreement?

55. In the present case it is accepted on behalf of Consolidated that Consolidated is party to an arbitration agreement contained in the JVA and also to one contained in the Supplemental Letter. Nevertheless there are three questions. First, do these agreements, or does any other arbitration agreement, by its terms apply to the disputes now being sought to be raised by Consolidated in these proceedings? Second, who are the parties to any agreements, if there are any, which so apply? Third, are the disputes which any such agreements require to be referred to arbitration capable of being properly referred? The mandatory stay provisions in Article 5 of the Arbitration Law would not apply if the arbitration agreement were *"null and void, inoperative or incapable of being performed"*; but no-one is alleging that that is so.

56. The Royal Court, in its judgment delivered by Commissioner Clyde-Smith JA, (Consolidated Resources-v-Global Gold and Others [2014] JRC 169), held that the arbitration agreement in the JVA was drafted in wide terms and for that reason applied to all disputes arising out of the joint venture. The Court said (at paragraph 31):-

> ***"Taking a narrow view, it is true that the Shareholders' Agreement contains no dispute resolution provision but paragraph 9.12 of the Joint Venture Agreement is widely drawn. There is no question that it constitutes an arbitration agreement binding on the parties and in our view it is wide enough to encompass the unfairly prejudicial conduct on the part of Global Gold of which Consolidated Resources***

now complains. We find that it was the intention of the parties to the Joint Venture Agreement that all disputes between them arising out of the joint venture, which would include their conduct as shareholders in the Joint Venture Company, would be referred to arbitration unless expressly agreed otherwise."

57. In arriving at this conclusion the Royal Court rejected the argument put forward by the Appellants, that there was a relevant arbitration agreement contained in the Shareholders Agreement; and the Royal Court also rejected the submission that the Supplemental Letter contained any arbitration agreement relevant to the disputes to be determined in these proceedings. The consequence of the Royal Court's view is that so far as relevant the only arbitration agreement is in the JVA and is between Consolidated and Global Gold.

58. We agree with the Royal Court's finding expressed in the last sentence we have just quoted from the judgment delivered by Commissioner Clyde-Smith JA. As appears, we think that it makes no difference that since the hearing before the Royal Court Consolidated has amplified its claim for a just and equitable winding up (that is, for relief under Article 155 of the Companies Law), so that the claim for that relief does not now feature as a mere after-thought: the dispute which founds that claim is just as much one arising out of the joint venture which is the subject of the JVA as is the claim for unfair prejudice relief. Below we explain our reasons in a little greater detail; and this is sufficient to lead to Consolidated's cross-appeal being dismissed. However, that is not quite the end of the matter.

59. Before us, and in response to Consolidated's cross-appeal, Global Gold has submitted (as it did before the Royal Court) that the arbitration agreement in the JVA is incorporated into the Shareholders Agreement. The submission is that, by virtue of section 14.11 of the Shareholders Agreement, the JVA is preserved in its entirety and that it is granted superior status to the Shareholders Agreement in that any conflict between the provisions of the two agreements is resolved in favour of the JVA.

60. The Royal Court had rejected that argument on the basis that the several instruments listed in section 14.11 cannot be merged into a single agreement without extensive re-drafting. The Royal Court held that on the proper interpretation of section 14.11, the several instruments mentioned, including the JVA, remain distinct agreements but are incorporated into the Shareholders Agreement.

61. We agree with the Royal Court that the several instruments remain distinct agreements. We disagree, however, with Consolidated's submission that as a consequence the Shareholders Agreement contains no arbitration agreement; and we also conclude that an effect of section 14.11 of the Shareholders Agreement, with its incorporation of the JVA, is that as between the other parties to the Shareholders Agreement the Company has become party to the JVA, so far as applicable (including as regards the dispute resolution machinery in section 9.12 of the JVA).

62. Section 14.11 provides that in the event of conflict between the terms of the Shareholders Agreement and any term of one of the other instruments, the latter prevails and the Shareholders Agreement is subsidiary to it. The section does not allow for a situation where there is conflict between the terms of the different instruments listed in section 14.11. The Appellants contend that the JVA is the over-arching agreement and for that reason its terms prevail. Whilst there is nothing in the language of section 14.11 to state that the terms of the JVA are to be given precedence over those of the Note Instrument or any of the other instruments listed, Advocate Gleeson asked us to respect the submission to arbitration and, when deciding which provisions shall prevail, to have regard to the commercial centre of the venture. He relied upon a passage in Mustill & Boyd Commercial Arbitration 1st ed at 76, applied by the Royal Court in Emans v Jumpertz [2001] JLR 291, stating that where there are conflicting arbitration provisions in different agreements, the court will try to save the parties' choice of submission to arbitration either by reconciling the two provisions or by applying one to the exclusion of the other save where the differences are such that the court cannot do so, in which case it will treat the agreements as containing no provision for arbitration. In deciding whether the conflict could be resolved, he urged us to have regard to the commercial centre of the transaction on the assumption that commercial parties acting commercially will have intended that those provisions apply to the exclusion of others (following UBS AG v Nordbank AG [2009] 1 CLC 934).

63. For his part, Advocate Kistler for Consolidated agreed with the legal principles governing the interpretation of contractual provisions, as set out in paragraph 24 of the Royal Court's judgment. He urged us to consider objectively what the parties intended, with no presumption in favour of assuming that the parties agreed to submit their disputes to arbitration.

64. If section 14.11 did not apply, there would be no conflict between the Shareholders Agreement and the JVA as to how disputes are to be resolved; the Shareholders Agreement would be silent on the matter. There is however conflict between the dispute resolution provisions of two of the instruments purportedly incorporated into the Shareholders Agreement by section 14.11 that is the JVA and the Note Instrument. The latter is expressed to be governed by Jersey Law with the Jersey courts having exclusive jurisdiction to settle any disputes. The only other relevant instrument that contained an arbitration agreement is the Supplemental Letter which expressly incorporated section 9.12 of the JVA.

65. The proper approach to the construction of arbitration clauses in commercial documents was considered by the House of Lords in Fili Shipping Co Ltd v Premium Nafta Products Ltd [2007] Bus LR 1719. At paragraph 13 of his speech Lord Hoffman said:-

> ***"In my opinion the construction of an arbitration clause should start from the assumption that the parties, as rational business men, are likely to have intended any dispute arising out of the relationship into which they have entered or purported to enter to be decided by the same tribunal. The clause should be construed in accordance with this presumption unless the language makes it clear that certain questions were intended to be excluded from the arbitrator's jurisdiction."***

66. Section 9.12 is drafted in wide terms, as the Royal Court correctly concluded. In Makarenko v CIS Emerging Growth Ltd [2001] JLR 348, at paragraph 22, Birt DB quoted Bingham LJ in Ashville Investments Ltd v Elmer Construction Ltd [1989] QB 488 who, when referring to the phrase ***"in connection with this agreement"***, said ***"Any dispute or difference unconnected with the parties' contractual relationship is not subject to the arbitration agreement. Any other dispute or difference is."*** Here, section 9.12 is even wider in that it extends to any disputes concerning non-contractual obligations arising out of or in connection with the JVA.

67. What we have found in the present case is an extremely widely drafted arbitration agreement in the JVA, being the contract which in our view is at the commercial centre of the joint venture between Consolidated and Global Gold. The same agreement is expressly included in the Supplemental Letter to which the Company was an additional party as to any disputes with regard to the subject matter of the Supplemental Letter. In our view, the subject matter includes the Shareholders Agreement which is mentioned in section 2 of the Letter. Advocate Kistler submitted that it is only a dispute as to the execution and delivery of the Shareholders Agreement that would fall within the subject matter of the Supplemental Letter; but in our view, that cannot be what the parties intended, having also included the Supplemental Letter in the instruments listed in section 14.11 of the Shareholders Agreement.

68. In our judgment, the effect of section 14.11 of the Shareholders Agreement was to incorporate section 9.12 of the JVA into the Shareholders Agreement. That is the natural meaning of the words *"The Joint Venture Agreement.....and the [Supplemental] Letter are hereby incorporated by reference in their entirety into this Shareholder Agreement"*. A consequence of that finding is that the Company was party to the same arbitration agreement as that contained in the JVA; the Company is a party to the Shareholders Agreement and to the Supplemental Letter whereas it was not a party to the JVA, not having been formed at that time.

69. A further issue we have to consider is the scope of the arbitration agreement and whether the effect of its incorporation into the Shareholders Agreement was that disputes connected with the latter would be included within its scope (assuming that the disputes might not also be connected with the contractual relationship constituted by JVA). As originally drafted in the JVA, section 9.12 applies to disputes arising out of or relating to *"this Agreement"* or non-contractual obligations arising out of or in connection with *"this Agreement"*. The reference here to *"this Agreement"* is to the JVA. However we consider that by incorporating the JVA into the Shareholders Agreement, the parties to the Shareholders Agreement must have intended that disputes connected with the contractual relationship constituted by the Shareholders Agreement would also be referred to arbitration. In other words that *"this Agreement"* would include the JVA and the Shareholders Agreement for the purposes of the arbitration clause.

70. As for the conflict between the arbitration clause in the JVA and the exclusive jurisdiction clause in the Note Instrument, we look to the commercial centre of the transaction which is undoubtedly the JVA. Some support for our conclusion can be found in the fact that the Shareholder Agreement is expressed to be governed by New York law. The choice of New York law in that agreement undermines, in our view, Advocate Kistler's contention that the parties had intended to distinguish between, on the one hand, the commercial aims of the joint venture and, on the other hand, matters of the internal and corporate administration and governance of the Company with disputes arising from the former being referred to arbitration in New York and the latter being resolved in Jersey.

71. The only obligations which the parties expressly agreed would be subject to a different form of dispute resolution are those arising under the Note Instrument which conferred exclusive jurisdiction on the Jersey courts.

72. We turn now to the particulars pleaded in the Amended Order of Justice which, it is to be noted, now include detailed particulars of the claim for winding-up on just and equitable grounds and which were not contained in the original Order of Justice that was before the Royal Court. As we have said, the arbitration agreement is very wide in its scope. It can be analysed in two parts. The first limb of the agreement applies to any dispute, controversy or claim arising out of or relating to the JVA (or the Supplemental Letter); and the second limb concerns any claim arising out of or relating to *"any non-contractual obligations"* arising out of or in connection therewith. A number of the particulars in the Order of Justice and the Amended Order of Justice arise out of or relate directly to the JVA and therefore come within the first limb of the agreement. Others fall to be treated under the second limb.

73. Those under the first limb include most of the particulars of conduct complained of in support of the unfair prejudice claim. Particulars 22 (ii) to 22 (vi) are all pleaded to be a breach of a term of the JVA or to be

74. Particulars 22(vii) to (x) allege respectively: wrongful interference by Mr Krikorian in the conduct of an audit; maintaining two sets of accounts; the unlawful holding of cash by a director of Mego-Gold; neglect in taking care of the tax liabilities of Mr Krikorian and Global Gold; and the procuring by Mr Krikorian of an audit whose accuracy could not be accepted due to the lack of independence of the auditor. Those alleged breaches might be considered to arise from or relate to the obligations in sections 4.1 and 4.2 of the JVA to maintain all licences and to submit all notifications, consents and approvals required. Alternatively, if they arise solely from obligations under the Shareholders Agreement, they are referable to arbitration as a consequence of our finding that the arbitration provisions were incorporated into that Agreement.

75. The allegation in particular 22(xi) of failure to account to Consolidated for its investment of US$5,000,000 arises directly from the JVA being the agreement which gave rise to the obligation to make the payment.

76. On the other hand, particulars (xiii) and (xiv) are pleaded as breaches of the Note Instrument, not of the JVA. Particular (xv) alleging the improper convening of a shareholders meeting on 27 February, 2014, arises, it seems to us, from the Shareholders Agreement rather than directly from the JVA; but nevertheless even in this case it may be said that the Shareholders Agreement was itself legislated for by the JVA and is part of the joint venture relationship flowing from that agreement.

77. In conclusion the majority, but not all, the particulars of allegedly prejudicial conduct arise from or relate to terms of the JVA and thus fall to be resolved by arbitration under the first part of section 9.12. They are therefore subject to the mandatory stay provisions in article 5 of the Arbitration Law.

78. As we have said, under the second part of section 9.12, any dispute relating to non-contractual obligations arising out of or in connection with the JVA is also to be arbitrated. Advocate Kistler conceded that the non-contractual obligations would include any claim for misrepresentation and, if it were alleged, a trustee or fiduciary duty arising from the payment of money. In our view, such obligations could include the obligation not to conduct the affairs of a company in a manner prejudicial to one of its shareholders which does not derive from the JVA or any other agreement of the parties but from the provision in the Companies Law of a remedy for a shareholder who alleges he has been subject to unfair prejudicial conduct. We are therefore of the view that all the particulars of conduct alleged in support of this head of the claim are caught by the second part of section 9.12.

79. The pleaded particulars of the claim for a just and equitable winding up of the Company which have been added to the Order of Justice by amendment repeat all the allegations in section 22. Consolidated also pleaded particulars of deadlock and further particulars of the breakdown of trust and confidence between the parties which are alleged to be such that the future operation of the joint venture is impossible as the affairs of the Company cannot be managed other than by consensus between Consolidated, Global Gold and officers thereof.

80. Certain of the deadlock particulars are pleaded to be breaches of provisions of the Shareholders Agreement into which, as we have said, the arbitration agreement has been incorporated. In any event, the Shareholders Agreement contains details of how the Company is to be directed and how decisions are to be taken but the requirement that certain actions of the Company require the unanimous consent of directors appointed by the two principal shareholders originates from section 2.3.3 of the JVA. Consequently, any dispute in respect of those provisions could be said to be subject to resolution in accordance with the provisions of the JVA.

81. Advocate Kistler submitted that the substance of the dispute is the deadlock between the parties caused by the Second and Third Defendants' conduct of the Company's affairs in breach of the Shareholders Agreement and in breach of Jersey Companies law. Those Defendants' conduct thwarted the public listing of the shares in the Company which was a fundamental objective of the JVA and is a matter for which no provision was made in the JVA; it only allowed for termination of the agreement in accordance with specific events set out in section 9. Those Defendants also thwarted a private sale of shares in the Company but that was a matter which was never envisaged in the JVA. Thus, he submitted, the dispute does not arise from the JVA and hence does not fall within the scope of the arbitration agreement.

82. We cannot accept Advocate Kistler's analysis of the substance of the dispute. The complaint concerns various disputes in relation to the development of the joint venture contemplated by and constituted pursuant to the JVA; these disputes concern the deadlock that has arisen and the allegations of a breakdown of trust and confidence between the parties. The allegation that there is no prospect of the parties working together in furtherance of the joint venture is plainly a dispute that arises from or relates to the agreement under which the parties agreed to be bound together in the joint venture namely from the JVA.

83. A similar conclusion was reached by Bannister J sitting in the British Virgin Islands Commercial Court in Artemis Trustees Limited and others v KBC Partners LP (claim no. BVIHC (Com) 137 of 2012), a case concerning an application for a stay of proceedings of a claim for the winding up and dissolution of, and appointment of liquidators to, two limited partnerships. He held that ***"The parties are bound together contractually by the Articles of the two Partnerships. The claimants wish them to be unbound. The defendants disagree. This is a dispute in connection with the articles of the respective partnerships."*** Here, the parties are bound together by the terms of the JVA; Consolidated wishes to be unbound; this is a dispute arising from and relating to the terms of the JVA.

84. Consolidated initially raised a further objection to the reference to arbitration of the claims for unfair prejudice and just and equitable winding-up. It claimed that the relief sought is only available under the Companies Law and cannot be awarded by an arbitrator. The Royal Court, it submitted, erred by holding

(correctly, in our view) that the complaints that underpin the claims for unfair prejudice relief and for winding-up on just and equitable grounds are in themselves capable of arbitration.

85. In doing so, he did not challenge the Royal Court's acceptance of the rationale of the English Court of Appeal in Fulham Football Club v Richards and another [2012] 1 All ER 414. The case concerned an unfair prejudice claim which alleged that the First Respondent who is the Chairman of the Football Association, the Second Respondent, had intervened in the negotiations for the transfer of a football player from one club to another to the detriment of the applicant and that the FA had failed to take adequate steps to rectify such misconduct. The relief sought (under Section 996 of the Companies Act 2006) included the removal of the First Respondent as Chairman and Director of the Second Respondent but did not seek the winding up of the Second Respondent. The Respondent sought a stay of the legal proceedings pending arbitration under the FA's rules. The High Court granted a stay and the appeal was dismissed on the ground that parties are free to choose how their disputes were to be resolved and that it was not necessary in the public interest to hold that disputes about the internal management of the company, including allegations that the company's affairs are being conducted in an unfairly prejudicial manner, could not be resolved under the auspices of an arbitration agreement.

86. The application in Fulham was brought under the Arbitration Act 1996, section 1 of which includes the general principle that ***"parties should be free to agree how their disputes are resolved, subject only to such safeguards as are necessary in the public interest".*** The Jersey Arbitration Law does not contain an equivalent provision and makes no mention of the ***"public interest"***. However the definition of an ***"arbitration agreement"*** for the purposes of Article 5 ***"means an agreement in writing ...to submit to arbitration present or future differences capable of settlement by arbitration"*** (see article 1(2) – emphasis added). The Law does not define which disputes are not capable of settlement by arbitration but they would, in our view, include those which by reason of public policy are reserved to the courts, such as a claim for a fine or a term of imprisonment or any claim where third party rights were engaged which could not protected by the arbitrator. An example of the latter would be an application for the winding-up of an insolvent company where third party creditors would not be fully repaid. No one has suggested that the Company in the present matter is insolvent; we have assumed it is not and that any debts and obligations to third parties would be honoured in full if the Company were to be liquidated.

87. When interpreting the parties' intentions an over-riding principle is, as the Royal Court said, the Jersey law maxim that *"La convention fait la loi des parties"*. In the context of the arbitration agreement in the JVA, the effect of the maxim is the same as the general principle in section 1 of the 1996 Act (quoted above). The parties to any agreement are free to agree how their disputes are to be resolved. There is no reason for the courts to interfere unless the public interest requires them to do so. If they did otherwise the courts would not be giving effect to the New York Convention, to which Jersey is a signatory, and that would defeat the objective of the Arbitration Law.

88. Jersey is a signatory to the New York Convention, which we consider in more detail below. The recital to the Law advises that one of the objectives of the Arbitration Law is to give effect to the Convention, the terms of which are incorporated in Schedule 3 to the Law. The Convention requires contracting states to recognize an arbitration agreement where the subject matter is capable of settlement by arbitration. The subject matter of the present dispute, the substance of it, is the allegation by Consolidated that Global Gold, through its officers, is seeking to operate the joint venture in a manner that is prejudicial to Consolidated such that all trust and confidence between them has been dissipated and the consensus required to reach decisions cannot be obtained. It is a private dispute; no third party rights are affected. We are led to believe that the Company is solvent so if it is to be wound-up all third party liabilities will be met. It is only if it is solvent that Consolidated has any interest in its winding up.

89. There are many good reasons why the shareholders in a company may agree to refer future or present disagreements to arbitration. They may wish to maintain confidentiality to preserve commercial secrets, or to avoid tarnishing the public reputation of the company perhaps to protect the price of the company's shares on a stock exchange. They may wish to have a method of achieving a speedier resolution than would be achievable through the courts. There is no public interest in denying parties the opportunity to do so unless there are third parties rights that cannot be protected in the arbitration. The duty of the courts is to hold the parties to the agreement they have reached.

90. In Fulham, the English Court of Appeal addressed the question of whether the party seeking relief under the Companies Act would be deprived of an inalienable statutory right to apply to the courts for relief. In doing so it considered and overruled the decision in Exeter City Association Football Club Limited v Football Conference Limited [2004] 4 All ER 1179. Fulham is not binding on us but we accept the rationale of the decision as the Royal Court also correctly did. We respectfully concur with paragraph 83 of the judgment of Patten LJ in Fulham:-

> ***"[83] It is therefore open to us to decide whether the provisions of s 994 are to be construed as restricting the resolution of unfair prejudice disputes to the exclusive jurisdiction of the court free of any binding authority. I have already set out my own reasons for preferring the view that disputes of this kind which did not involve the making of any winding-up order are capable of being arbitrated. Although not necessary for the resolution of this appeal, I also take the view as***

Austin J did in the ACD Tridon case that the same probably goes for a similar dispute which is used to ground a petition under s 122(1)(g) to wind up the company on just and equitable grounds. In those cases the arbitration agreement would operate as an agreement not to present a winding-up petition unless and until the underlying dispute had been determined in the arbitration. The agreement could not arrogate to the arbitrator the question of whether a winding-up order should be made. That would remain a matter for the court in any subsequent proceedings. But the arbitrator could, I think legitimately, decide whether the complaint of unfair prejudice was made out and whether it would be appropriate for winding-up proceedings to take place or whether the complainant should be limited to some lesser remedy. It would only be in circumstances where the arbitrator concluded that winding-up proceedings would be justified that a shareholder would then be entitled to present a petition under s 122(1)(g). In these circumstances the court could be invited to lift any stay imposed on proceedings imposed under s 9(4). In much the same way, it would, I think, be open to an arbitrator who considered that the proper solution to a dispute between a shareholder and the company was to give directions for the conduct of the company's affairs to authorise the shareholder to seek such relief from the court under s 994. But such cases are likely to be rare in practice. If the relief sought is of a kind which may affect other members who are not parties to the existing reference, I can see no reason in principle why their views could not be canvassed by the arbitrators before deciding whether to make an award in those terms. Opposition to the grant of such relief by those persons may be decisive. Similarly if the order sought is one which cannot take effect without the consent of third parties then the arbitrators' hands will be tied."

91. We conclude that there is no reason of public policy for holding that either an unfair prejudice claim or a claim for a just and equitable winding-up are incapable of arbitration. A reference to arbitration in New York under section 9.12 of the JVA would not deny Consolidated the right to apply to the Royal Court for the relief available under the Companies Law either in respect of unfair prejudice or for a winding-up on just and equitable grounds. If the arbitrator, under New York law is unable to make such an award, he can make an order to the effect of requiring the parties to apply to Jersey courts to obtain whatever relief he has found to be appropriate.

92. Consolidated is seeking an account of the application of the sum of US$5,000,000 paid by it to the Company in accordance with the terms of the JVA. That is plainly a dispute arising from the JVA and subject to resolution under the arbitration agreement.

93. The claim for payment of the sum of US$1,670,033.44 arises from the Note Instrument and is not capable of arbitration as it is governed by the exclusive jurisdiction clause in favour of the Jersey courts.

94. Our conclusion is therefore that the disputes between Consolidated and Global Gold (other than under the Guarantee and Note Instrument) are referable to arbitration under the JVA to which they are both party, while the same claims (other than under the Guarantee and Note Instrument) so far as made as against the Company are also referable under the Shareholders Agreement (as incorporating the JVA and the Supplemental Letter) to which the Company was an additional party.

95. On the other hand no case has been made that Mr Krikorian was party to any of the agreements we have been discussing, and therefore has no entitlement to be a party to an arbitration with any of the other parties to these proceedings.

Issue 2 - Should there be a stay of proceedings?

96. Article 5 of the Arbitration Law is headed ***"Mandatory stay of court proceedings where party proves arbitration agreement"*** and is in the following terms:-

"If any party to an arbitration agreement, or any person claiming through or

under the party, commences any legal proceedings in any court against any other party to the agreement, or any person claiming through or under him or her, in respect of any matter agreed to be referred, any party to those legal proceedings may at any time before the expiration of a period of 3 weeks from the date on which the action was placed on the pending list or en prevue apply to the court to stay the proceedings; and the court, unless satisfied that the arbitration agreement is null and void, inoperative or incapable of being performed or that there is not in fact any dispute between the parties with regard to the matter agreed to be referred, shall make an order staying the proceedings."

97. In principle, it is clear by Article 5 of the Arbitration Law the Royal Court had no choice but to order a stay of Consolidated's proceedings, so far as the proceedings include claims agreed to be referred to arbitration. The stay has been duly applied for. There is no suggestion that any arbitration agreement in the present case is ***"null and void, inoperative or incapable of being performed",*** or that there is in truth no ***"dispute with regard to the matter agreed to be referred".***

98. As we have concluded, of the claims put forward in the proceedings the claim against the Company on the Notes and against Global Gold on the Guarantee are not subject to any agreement to arbitrate. The same is the case as regards any claims against Mr Krikorian. On the other hand the claim for an account as against Global Gold falls squarely within the scope of an agreement to arbitrate, as do the claims for unfair prejudice relief against Global and for a just and equitable winding up of the Company. In principle these claims are required to be stayed on Global Gold's application under Article 5, subject to the application of Article 27 discussed below.

99. The question to decide, then, is whether the Royal Court was correct in concluding that it had nevertheless a discretion to refuse to stay any part of Consolidated's proceedings; a second question is whether, if the Royal Court was correct as to the application of Article 27 as conferring on it a discretion to refuse a stay, it was nevertheless in error in its exercise of that discretion such that this Court can interfere with the Royal Court's decision. Before dealing with these questions we need to set out our views as to Article 27.

Article 27 of the Arbitration Law

100. Article 27 is headed ***"Power of Court to give relief where arbitrator is not impartial or dispute involves question of fraud".*** The part of Article 27 dealing with cases of partiality is to be found in paragraph (1) of Article 27. This makes it clear that when a party has made an application for the relief on the ground of lack of impartiality on the part of the arbitrator the application is not to be refused on the ground that the applicant knew or should have known of the possibility of partiality by reason of the arbitrators relation to a party or connection with the subject of the arbitration. For present purposes however the power which is relevant, indeed the only power given by Article 27, is in the remaining paragraphs, namely paragraphs (2) and (3). These are in the following terms:-

"(2) Where an agreement between any parties provides that disputes which may arise in the future between them shall be referred to arbitration, and a dispute which so arises involves the question whether any such party has been guilty of fraud, the Court shall, so far as may be necessary to enable that question to be determined by the Court, have power to order that the agreement shall cease to have effect and power and to give leave to revoke the authority of any arbitrator or umpire appointed by or by virtue of the agreement.

(3) In any case where, by virtue of this Article, the Court has power to order that an arbitration agreement shall cease to have effect or to give leave to revoke the authority of an arbitrator or umpire, the Court may refuse to stay any action brought in breach of the agreement."

101. Quite apart from previous authority in relation to Article 27 of the Arbitration Law, we would draw attention to certain important features of paragraphs (2) and (3) of the Article.

the recognition and enforcement of foreign arbitral awards." It includes in Schedule 3 the text of this Convention. Article II(3) of the Convention is as follows (emphasis added):-

> ***"The court of a Contracting State, when seized of an action in a matter in respect of which the parties made an agreement within the meaning of this article, shall, at the request of one of the parties, refer the parties to arbitration, unless it finds that the said agreement is null and void, inoperative or incapable of being performed."***

103. The published copy of the Arbitration Law, in setting out the text of the Convention we have just quoted, omits the word ***"shall".*** That is an obvious mistake. That word appears both in the Convention itself and in Article 5 of the Arbitration Law, which itself in part borrows from the Convention. The word is directory, not a permissive ***"may".*** Also, it should be mentioned, there is nothing in the Convention which resembles, or which might be said to justify an exemption along the lines of, paragraphs (2) and (3) of Article 27 of the Arbitration Law. Jersey, it should be added, is a contracting party to that Convention.

104. Article 27(2) of the Arbitration Law is expressed as giving to the Court a discretion, in certain circumstances, to refuse a stay and allow proceedings to continue when the continuance of the proceedings involves a breach of contract, and when allowing the proceedings to continue would be impermissible in accordance with the Convention and, indeed, by reference to the terms of Article 5 which otherwise appear to be exhaustive in describing the cases where a mandatory stay is not required.

105. Further, the power to refuse a stay depends, in the first instance, on the Court exercising a power, given by Article 27(2) of the Arbitration Law, to ***"order that the [arbitration] agreement shall cease to have effect",*** the order being ***"so far as may be necessary to enable"*** the Court to determine the ***"the question whether any ... party"*** to the arbitration agreement has been guilty of ***"fraud".*** Even then, that question must be one which the relevant dispute (that is the dispute to be referred to arbitration) ***"involves".***

106. In the present case a feature of the JVA is that it is a New York law agreement between various corporations incorporated in distant parts of the world and having no obvious connection with Jersey. Only if the Company is taken to be a party to the relevant arbitration agreement, along with Consolidated and Global Gold, is there any Jersey connection. Yet Article 27(2) of the Arbitration Law is expressed as empowering the Court to make an order of apparently international scope where there is little connection with Jersey, and when the exercise of the power would not be consistent with the New York Convention: by Article 27(2) a foreign agreement between foreign parties may be directed to cease to have effect, at any rate as to part. Indeed, if in the present case an arbitration were already proceeding in New York between Consolidated and Global Gold pursuant to the arbitration agreement, Article 27(2) if engaged would empower the Court to ***"give leave to revoke the authority of"*** the arbitrator. In other words the power given by Article 27(2) is apparently unlimited as to territorial scope.

107. In submissions on behalf of Global Gold Advocate Gleeson (who appeared before us but not at the hearing before the Royal Court) has drawn particular attention to this aspect of the present case, and has submitted that in the circumstances the discretionary power given by Article 27(2) should only be exercised in exceptional circumstances.

108. We agree with this. Whatever may be the position as regards purely domestic agreements between parties in Jersey, it is difficult to imagine that in the context of international agreements and parties, where any arbitration would take place outside Jersey, the Article 27(2) power should be exercised unless the circumstances are exceptional: any exercise of the power would be inconsistent with the New York Convention, and the Arbitration Law would be wide of its expressed aim of giving effect to that Convention.

109. Article 27(3) of the Arbitration Law follows from the previous paragraph of Article 27. Once the Court has the powers under Article 27(2) of the Arbitration Law, it may refuse to stay any action brought in breach of the arbitration agreement. It would seem from this that in principle the stay may be refused under Article 27(2) only so far as necessary to allow the Court to determine the fraud question; but there is a wider power, once the Article 27(2) discretion has been exercised, also to refuse a stay as regards the entirety of the disputes properly to be referred to arbitration, even if the fraud question is only a small part of those disputes. No doubt a reason for exercising the power given by Article 27(3) in such circumstances would be if the Court concluded that it would be thereby avoiding a multiplicity of proceedings and enabling litigation between the parties to be concluded without the additional delay which would otherwise be entailed. But, again, the exercise of the power would be cutting across the parties' own choice of the appropriate forum for their dispute.

110. The previous discussion of Article 27 has proceeded without reference to any authority on the provision and as a matter of first impression from the text of the Arbitration Law. However we have been referred to the case of Makarenko v CIS Emerging Growth Ltd [2001] JLR 348 in which the Royal Court (Birt DB with Jurats Le Breton and Georgelin) granted a stay of proceedings for arbitration. In that case the then Deputy Bailiff, giving the judgment of the Royal Court, set out principles which were said to have been extracted from the then repealed sections of the English Arbitration Act 1950 concerning the power of the English Court to

very similar to Article 27(2) and (3) of the Arbitration Law. However, as the Royal Court observed, the general provision in the English Act dealing with the English Court's power to stay proceedings for arbitration, section 4, only gave a discretion to stay proceedings. Unlike Article 5 of the Law, it did not require a stay unless limited and specific exceptions could be shown to apply. This is important, as section 4 had as regards English domestic arbitrations a long and venerable history going back long before the 1950 Act. The case of Russell v Russell (1880) 14 Ch. D. 471, referred to by the Royal Court in Makarenko, was decided on section 11 of the Common Law Procedure Act 1854, that being the section which in due course became section 4 of the Arbitration Act 1950 and had first given the English Court a purely discretionary power, a power it did not previously have, to stay proceedings pending arbitration.

111. As formulated in Makarenko at para 31, the relevant English law principles were said to be:-

> ***"31 The principles which we derive from the cases can be summarized as follows:***
>
> ***(a) Before a court will refuse a stay where fraud is alleged, there must be a concrete and specific issue of fraud raised by the case. There must be prima facie evidence to support the allegation, not a mere bandying about of allegations.***
>
> ***(b) Once that threshold is crossed, a discretion then arises as to whether to refuse a stay on the ground that the dispute involves fraud. However, where the party against whom fraud is alleged opposes the stay so that he may clear his name in public before the court, the court will, almost as a matter of course, refuse a stay so that he has that opportunity.***
>
> ***(c) Where the party alleging fraud opposes a stay, this will not normally be sufficient of itself, even if the evidence of fraud is strong, for the court to refuse a stay. As Bingham, L.J. put it in Cunningham-Reid (3) ([1988] 1 W.L.R. at 689):***
>
> ***"The parties in this case incorporated an agreement to arbitrate in their contract at a time when they did not know who would be claiming what against whom and at a time when they no doubt reasonably anticipated there would be no claim to arbitrate at all; it was an agreement which they made for better or worse, for richer or poorer, and the ordinary duty of the Court is to give effect to the parties' own agreement. The desire of a party alleging fraud against another to have a trial in open Court would not ordinarily amount to a sufficient reason why the matter should not be referred in accordance with the agreement so as to bring the case within s4."***
>
> ***The underlying thinking behind this approach was well summed up by Jessel, M.R. in Russell (6) when he said (14 Ch. D. at 477):***
>
> ***"Does the party charging the fraud desire [to exclude arbitration] or the party charged with the fraud desire it? Where the party charged with the fraud desires it, I can perfectly understand the Court saying, "I will not refer your character against your will to a private arbitrator." It seems to me in that case it is almost a matter of course to refuse the reference, but I by no means think the same consideration***

follows when the publicity is desired by the person charging the fraud. His character is not at stake, and the other side may say, "The very object that I have in desiring the arbitration is that the matter shall not become public. It is very easy for you to trump up a charge of fraud against me, and damage my character, by an investigation in public." There is a very old and familiar proverb about throwing plenty of mud, which applies very much to these charges made by members of the same family, or members of the same partnership, against one another in public. It must be an injury, as a rule, to the person charged with fraud to have it published, and I must say that I am by no means satisfied that the mere desire of the person charging the fraud is sufficient reason for the Court refusing to send the case to arbitration."

112. The Royal Court when deciding the Makarenko case appears not to have been told that the Arbitration Act 1950 had been substantially repealed, or referred to the English Arbitration Act 1996, which had replaced the relevant provisions of the Arbitration Act 1950, or indeed to the earlier English Arbitration Act 1975 and some of the relevant legislative history of the 1996 Act.

(i) The 1975 Act by section 1 imposed a mandatory requirement for the English Court to stay proceedings in the face of any arbitration agreement which was not domestic. In doing this the 1975 Act gave effect to the New York Convention by exempting from the mandatory stay requirement only the cases where the agreement is null and void, inoperative, or incapable of being performed.

(ii) By the 1996 Act this distinction between domestic and other arbitration was removed, so that the approach set out in the New York Convention was, by section 9, applicable to all arbitration agreements: section 86, allowing for a modified approach in relation to domestic arbitrations, has not been brought into force and is unlikely ever to be brought into force.

(iii) Accordingly, by the time of Makarenko English law, in particular by section 9 of the 1996 Act, required a mandatory stay in the face of an arbitration agreement except in the cases identified in Article II(3) of the New York Convention (referred to above). The old law on the Arbitration Act 1950 was purely historic.

113. Further, there is relevant English authority, not referred to in Makarenko and presumably not drawn to the attention of the Deputy Bailiff, as to what might be perceived as the way in which the power once given by the repealed section 24(2) of the Arbitration Act 1950 ought to have been approached in any case where the relevant arbitration agreement and parties were not purely domestic and where, further, the primary provision required a stay rather than merely permitting a stay (as did the repealed section 4 of the Arbitration Act 1950).

114. The first relevant case is Radio Publicity (Universal) Ltd v Compagnie Luxembourgeoise de Radiodifusion [1936] 2 All ER 721. In that case the English Court had to consider an application to have proceedings stayed. At the time there was in force an act, the Arbitration Clauses (Protocol) Act 1924, as amended by section 8 of the Arbitration (Foreign Awards) Act 1930, which in effect replaced, as regards certain non-domestic cases, the traditional discretionary power to stay proceedings (that is the power in the predecessor of section 4 of the Arbitration Act 1950): in non-domestic cases there was to be a mandatory stay expressed in much the same terms as Article 5 of the Arbitration Law. However, in 1934 a new Arbitration Act was passed in England, the Arbitration Act 1934. This contained in section 14 a provision in much the same terms as sections 24(2) and 24(3) of the Arbitration Act 1950 (and of Article 27(2) and 27(3) of the Arbitration Law). The case which came before the English Court in Radio Publicity was whether proceedings should be stayed where there was a Luxembourg law arbitration agreement involving a Luxembourg company and providing for arbitration in Luxembourg. Clauson J assumed, but without deciding, that under section 14 of the Arbitration Act 1934 he had in fact a discretionary power to order a stay, notwithstanding the otherwise mandatory requirement to stay proceedings. But he refused to order a stay, stating that, in the circumstances involving an international agreement with arbitration in a foreign country, he would hesitate long before holding that he ought to exercise the discretion.

115. In the second case, Paczy v Haendler & Natermann [1979] FSR 420, a case decided in relation to a non-domestic arbitration following the Arbitration Act 1975, with its provision for a mandatory stay, Whitford J held, at page 425, that if there were still a discretion given by section 24(2) of the English Arbitration 1950 in a case involving a non-domestic arbitration agreement, as a matter of principle it was not one which it would be appropriate to exercise.

116. In argument on this appeal we were referred to a number of the English authorities which the Royal Court referred to in the Makarenko case. These included Camilla Cotton Oil Co v Granadex SA [1976] 2 Lloyd's Rep 10 (HL(E)) and Cunningham-Reid v Buchanan-Jardine [1988] 1 WLR 678 (CA). Neither of these dealt with the case in which the relevant statute provided for a mandatory stay in the case of a non-domestic arbitration; and in neither case was a stay granted. Indeed, we have not been shown any case in which a

stay for arbitration has been refused, not even in the case of Russell v Russell which is the foundation for much of the jurisprudence concerning the refusal of stays in cases involving fraud allegations.

117. In Makarenko the Royal Court concluded that the Courts in Jersey should not simply follow the principles which it perceived to have been developed in England on the repealed English statute. Two reasons were given, both of which seem to us convincing:-

> ***"(a) The English courts were dealing with a discretionary power to say (s.4 of the Arbitration Act 1950), whereas art.6 of the 1998 Law provides for a mandatory stay where there is an arbitration agreement. The presumption in favour of granting a stay would therefore appear to be somewhat stronger than in the cases before the English courts.***
>
> ***(b) Jersey law places great weight upon the maxim 'la convention fait la loi des parties'. Accordingly, very good reason needs to be shown why the court should relieve the parties of the consequences of an arbitration agreement in which they have entered of their own free will."***

118. Thus, in giving the Royal Court's judgment in Makarenko, the Deputy Bailiff commented that ***"the general principles above",*** which we interpose must be the old English law principles ***"are equally applicable in Jersey save that the burden upon the party opposing the stay (whether that be the person alleging fraud or against whom fraud is alleged) is somewhat higher that it is in England".***

119. But then, as it seems, the Royal Court directed itself as to the case before the Court by reference to the old English law principles, it seems on the basis that the Court was dealing with an English law contract: it was said ***"However, we are dealing here with a contract governed by English law and we therefore approach the matter on the basis of the principles"*** which we have already quoted. Instead of considering that the international aspect of the case mandated a higher degree of justification for refusing the stay, the Royal Court appears to have gone the opposite way. Nevertheless, having done this and in effect directed itself in favour of the party resisting the stay, the Royal Court granted the stay. This was because, the Deputy Bailiff explained, ***"there is no concrete and specific issue of fraud raised by the pleadings",*** and also because ***"we see nothing in this case which would justify us departing from the normal approach referred to in Cunningham-Reid and we can see no good reason why the plaintiff should not be held to the arbitration agreement into which he freely entered."***

120. There is, we think, a fundamental difficulty in importing into the law of Jersey as enacted in the Arbitration Law principles of English law which were developed in large measure by reference to the discretionary power for the English Court to order a stay (a power finally encapsulated in section 4 of the 1950 Act, but first given a century before) rather than by reference to the limited provision to be found in section 24(2) and (3) of the 1950 Act (and in Article 27(2) and (3) of the Arbitration Law). We accept that the rationale for what is in Article 27(2) and 27(3) may be that there are cases where questions of fraud should be ventilated in public, notwithstanding the parties' agreed choice of a forum which would secure privacy for their dispute. However we find it difficult to see why the Jersey Legislature, in causing a law to be made which is intended to give effect to the New York Convention, should then make a fundamental departure from the principles of that Convention.

121. Our conclusion is that in the Makarenko case the Royal Court may have been correct in describing the approach to be taken to the exercise of the discretion given by Articles 27(2) & (3) of the Arbitration Law, where the matter is purely domestic, with a Jersey law arbitration agreement between parties in Jersey and with Jersey as the place of the arbitration. However we also conclude that in an international context the Court should have regard to the fact that to exercise the powers given by Article 27(2) & (3) will be inconsistent with the international arbitration convention to which the Arbitration Law is aimed at giving effect; and the Court should only exercise those powers if satisfied that otherwise there will be real injustice to the party resisting the stay in the face of his agreement to refer the dispute to arbitration. As to this it is also worth repeating the statement of the Deputy Bailiff in the Makarenko case:-***"Jersey law places great weight on the maxim 'la convention fait la loi des parties'".***

122. We are confirmed in this conclusion by a consideration of the legislative history of the Arbitration Law, which has been helpfully researched and explained by the Advocates. The Arbitration Law was proposed in its original form with a clear distinction between domestic and non-domestic arbitration agreements. For non-domestic arbitrations a stay of proceedings was to be mandatory (subject to the point mentioned below), the relevant provision being what is now Article 5; for domestic arbitrations the Court was to have a discretionary power to stay proceedings under a provision in the form of Section 4 of the English Arbitration Act 1950. There was to be a power to refuse a stay in fraud cases, this power being in the terms of what is now Article 27(2) and 27(3); and in the case of non-domestic arbitrations that power given to the Court was to be capable of being excluded by agreement between the parties.

123. In this proposal for the Arbitration Law "non-domestic" arbitration agreements were to be very broadly defined, as they had been in the English Arbitration Act 1975: a short-hand, and not entirely accurate, description is that a non-domestic arbitration agreement is one which is not purely domestic, either because it was to include a non-resident or because it involved a foreign forum. What would be non-domestic could involve a wide range of agreements: at the one end the connection with Jersey might be close, while at the other end the connection might be almost invisible.

124. When the Arbitration Law came to be adopted by the States, but before receiving Royal Sanction, objection was raised to legislation which provided in terms for a distinction between domestic and non-domestic arbitration agreements. For this reason the commencement of the Arbitration Law, following its receiving the Royal Sanction and being registered in the Royal Court, was deferred pending amendment. The relevant objection was described as follows in a Report lodged *au Greffe* on 8 February, 2000, by the Finance and Economics Committee:

> ***"... the Home Office became aware that certain provisions of the current United Kingdom legislation, relating to arbitration and to agreements to exclude certain disputes from reference to a court of law, discriminated between domestic and foreign arbitration agreements in contravention of European Union requirements. These provisions have been followed in Jersey Law..."***

125. The amendment, made in 1999 by the Arbitration (Amendment) (Jersey) Law 1999, involved the removal of the distinction between domestic and non-domestic arbitration agreements, the removal of the discretionary power to stay proceedings in the case of domestic arbitrations (so that now the only relevant provision as regards staying proceedings is the mandatory one now in Article 5), and removing the power in the case of non-domestic arbitrations to contract out of the ***"fraud"*** exception now in Article 27(2) and (3). When the Arbitration Law was finally brought into operation on 1 March, 2000, it was in its amended form.

126. The short of this, as it seems to us, is that while now the Arbitration Law has legislated for all types of arbitration, whether domestic and non-domestic, in exactly the same terms when there is question of staying proceedings pursuant to the ***"fraud"*** exception in Article 27(2) and (3), it has been left to the Royal Court to determine the correct approach to be taken as regards the exercise of the discretion expressed to be given to it; and this discretion must be exercised having regard to the substance or otherwise of the connection with Jersey. In a case in which Jersey is not the seat of the arbitration, there must be an almost overwhelming presumption against exercising the discretion expressed to be given.

127. On behalf of Global Gold it was submitted by Advocate Gleeson that Article 27(2) and 27(3) had, indeed, been *"trumped"* by Article 5. The submission was that either in a case where the seat of the arbitration was outside Jersey, or it may be that in the case of any arbitration wherever the seat, Article 27(2) would not be effective to confer on the Royal Court any powers to stay proceedings in Jersey or to give leave to revoke the authority of an arbitrator.

128. Attractive though this submission is, it is one we cannot accept. While the drafting style is curious, in that Article 5 does not refer to any qualification to its otherwise mandatory operation, and Article 27(2) does not refer to the fact that it is to make any such qualification, the Legislature must be taken to have intended Article 27(2) to have been capable of having some operation. This is so if one considers the unamended Arbitration Law, in which it is clear that Article 27(2) could apply both as regards domestic arbitration (to which the discretionary stay provisions applied) and as regards non-domestic arbitrations (to which the otherwise mandatory stay provisions applied). It is also the case if one considers the amendments made to the Arbitration Law. And if Article 27(2) does have some operation, notwithstanding the way in which Article 5 is expressed, there is no principle on which Article 27(2) can be construed down so that it applies only in the case of arbitration with a seat outside Jersey: the language of the Article does not support such a result, and it is not necessary to imply in the otherwise general language some restriction.

129. In reaching our conclusion we have not overlooked the heading of Part 2 of the Arbitration Law, ***"Arbitration within Jersey",*** or the fact that the focus of most of what is contained in Part 2 is arbitration in relation to which Jersey is, or is to be, the seat, with the Royal Court being the supervising court. However, in its original form Part 2 of the Arbitration Law, materially what were Articles 6, 24 and 28 (now numbered Articles 5, 23 and 27), unquestionably had application also in the case of arbitrations with a foreign seat. The amendment made by the Arbitration (Amendment) (Jersey) Law 1999 adjusted this regime, for example by deleting what had been Article 5 of the Arbitration Law (that is the Article giving a purely discretionary power to stay domestic arbitrations) to bring domestic arbitrations into line with non-domestic ones; but it was not intended to remove altogether any ability of the Royal Court to make orders respecting arbitrations with a foreign seat. Indeed, had that happened, what is now Article 5 would not be applicable at all in the present case, the putative arbitration having a foreign seat; and Makarenko would have been wrongly decided, as the Royal Court in that case stayed proceedings for a foreign arbitration pursuant to that Article.

Fraud – is Article 27(2) engaged?

130. The starting point now is for us to decide precisely what must be shown for a dispute, which is otherwise to

whether a party to the arbitration agreement has been guilty of fraud.

131. As to this, we agree with the submission made by Advocate Gleeson on behalf of Global Gold, that the expression ***"fraud"*** when used in Article 27(2) has a technical meaning of fraudulent misrepresentation; that is, deceit.

132. The Arbitration Law gives no express guidance as to the meaning to be given to the expression. However one of the cases referred to by the Royal Court in Makarenko, the English case of Ashville Investments v Elmer Ltd [1989] 1 QB 488 (CA), is clear authority for the same expression used in section 24(2) of the English Arbitration Act 1950 having its usual English law technical meaning: at p.517G-H Bingham LJ explained that ***"Fraud means deceit, and section 24(2) cannot be invoked simply because (as frequently happens) the proceedings involve allegations of unconscionable conduct."*** In another English case, Watson v Prager [1991] 1 WLR 726 at 752 Scott J expressed the same view.

133. Bearing in mind that Article 27(2) is inconsistent with the New York Convention, is giving the Court sanction to set aside parties' lawful and otherwise binding contracts, and is directly at odds with the otherwise clear and mandatory terms of Article 5, our conclusion is that the Legislature must have intended the word to have the expression ***"fraud"*** to have the same meaning as in the equivalent provision in the repealed English Act; that is, its usual technical meaning of deceit (or, in other words, fraudulent misrepresentation). The expression does not, we think include any more generalised meaning of dishonest conduct, much less conduct which is reprehensible without being dishonest.

134. There has been argument before us as to the quality of the fraud case which will make Article 27(2) applicable at all. In particular attention has been directed at the proposition set out in paragraph 31(a) of the judgment in Makarenko, that there must be a ***"concrete and specific issue of fraud raised by the case"*** and that there must be ***"prima facie evidence to support the allegation, not a mere bandying about of allegations".***

135. Unquestionably Mr Krikorian has been strident in his allegations of dishonest behaviour on the part of Consolidated and Mr Borkowski. Curiously the submissions before us made by the Appellants' Advocate have sought in effect to disown these allegations, emphasising instead the assertions made in response by Consolidated and its representatives that the allegations of dishonest behaviour are vague, generalised and lacking in substance. We place most of them on one side for the different reason, that they do not involve any question of ***"fraud".***

136. Nevertheless we reject the Appellants' submission that the disputes within the scope of the arbitration agreement between Consolidated and Global Gold involve no question at all of ***"fraud"*** of either party or that there is no sufficient case in fraud to meet the threshold requirement in Article 27(2). On the contrary, the case has been put forward in evidence on behalf of the Appellants that the joint venture transactions and subsequent agreements were induced by dishonest and false representations that Mr Premraj and a Mr Martin controlled Consolidated, and that Mr Borkowski had no operative role in Consolidated and did not control it. Apart from an affidavit made by Mr Krikorian on 20 June, 2014, clearly setting out this case, three further affidavits were filed containing evidence from other deponents to support this case: these were namely the affidavits of Messrs Gallagher, Hague and Dulman made in June 2014.

137. When the Royal Court gave the judgment now under appeal, there had been no Answer to the Order of Justice filed on behalf of the Appellants. This, of course, was only to be expected, bearing in mind that the Appellants were seeking to have the proceedings stayed. Yet as the Royal Court recorded in its judgment, at the hearing ***"Mr Swart [Advocate for the Appellants] informed us that any answer filed by the [Appellants] in these proceedings would raise"*** defences centring around the allegedly fraudulent activities of Mr Borkowski, and also noted that ***"Global Gold has apparently been advised by its US lawyers that it will be entitled to set aside all of the arrangements that have been entered into with Consolidated...".***

138. Following the hearing before the Royal Court the Appellants did indeed file an Answer. This included the following (emphasis added): ***"It is admitted that that (sic) references to allegations of fraud have been made in affidavits filed on behalf of the Defendants to date. ... Pending discovery the Defendants are not in a position to particularise all of their concerns; but, under New York law which governs the contracts between the parties, if and to the extent that ... Mr Borkowski in fact had an undisclosed interest in the [Consolidated] at the relevant times, the [Company] and [Global Gold] are the victims of tort and contract law violations, which if proven would, as a matter of New York law, vitiate the relevant contracts that had been concluded, including the JVA, the Shareholders Agreement and the [Note Instrument]."***

139. Whatever view one might have as to the quality of this as a pleading of fraud, the intention of the Appellants in putting it forward is perfectly clear. The case is being made that the JVA, the Shareholders Agreement and the Note Instrument were induced by deceit on the part of Consolidated.

140. Subsequently, at the end of January 2015, the Appellants have indicated an intention to delete the text we have underlined. However, we think that deletion unimportant. The fact of the making of the fraud claim in the unamended Answer sufficiently confirms the conclusion reached by the Royal Court. If any part of this matter goes to arbitration in New York (as presumably it will, if a stay is granted on the Appellant's application) it is reasonably to be expected that Global Gold will hope to put forward its case of fraudulent misrepresentation in that arbitration as an answer. If, on the other hand, there is no stay of the present proceedings, it may be expected that the case in fraud will be again be sought to be put forward before the

141. We are further confirmed in the view that the case in fraud will feature, as the litigation progresses, as Consolidated itself relies in its amended Order of Justice on the making of what it claims to be unjustified allegations of fraud as a foundation for its case that the joint venture should be dissolved and the Company wound up. The fraud in question, that is the fraud said to have been the subject of unjustified allegations, will no doubt include the alleged making of fraudulent misrepresentations as to the ownership and control of Consolidated. As the Appellants seem unlikely to resile from the case that the allegations made have in fact been justified, the truth of the allegations will need to be gone into.

142. In the circumstances, we cannot accept that Global Gold's case in fraud is to be characterised by us, at the invitation of Global Gold's Advocate, as a *"mere bandying about of allegations"* or as otherwise insufficient to meet the threshold requirement of Article 27(2). We note that even before us Global Gold's Advocate was not in a position to confirm, much less to undertake, to us that the fraud case would not be pursued hereafter.

Articles 27(2) and 27(3) – the exercise of the discretion to stay proceedings

143. The Royal Court concluded that the dispute to be submitted to arbitration involved a question of fraud. Having reached this conclusion, the Royal Court's decision was that not only should the question of fraud be allowed to continue (that is, in exercise of the power of in Article 27(2) of the Arbitration Law), but so also should all the claims in the proceedings which would otherwise be required to be arbitrated, so that there was to be no stay as to any of the claims.

144. The reasoning of the Royal Court was succinct and was as follows: "Accepting that the burden upon Consolidated ... under Jersey law is somewhat higher than it may be in England, it is the party against whom fraud is alleged and it requires to clear its name and that of its sole director in public before the Court. The Court should not refer their character against their will to a private arbitration and will therefore exercise our discretion in favour of Consolidated ..."

145. On behalf of Global Gold it has been argued that the Royal Court's exercise of the discretion was flawed in a number of respects. First, it is submitted that the threshold for the exercise of the discretion was placed too low, the Royal Court having either misdirected itself as to the applicable standard in a case such as the present with little connection with Jersey (a point discussed above) or having failed to attach sufficient weight to the absence of a real Jersey connection. Second, it is submitted that there was no evidence before the Court that Consolidated has any wish to clear its name, much less any requirement to do so. Third, it is submitted that the wishes or requirements of Mr Borkowski are irrelevant. Besides these points there were a number of other matters which, it was submitted by Advocate Gleeson, were overlooked by the Royal Court; but for reasons which will become apparent it is unnecessary for us to give these any further attention.

146. We have been reminded by Advocate Andreas Kistler, Consolidated's advocate, of the principles to be applied when this Court is being asked to review the exercise of a discretion given to the Royal Court, and have been referred to United Capital Corporation v Bender [2006] JLR 269. The principles are familiar. We can only substitute our own exercise of the discretion for that of the Royal Court if we have first been satisfied that the Royal Court misdirected itself, or that the Royal Court's decision fell outside the ambit of any reasonable exercise of the discretion given. Advocate Kistler also pointed out that where the direction concerned what might be regarded as purely a case management matter the ambit of what could be a reasonable exercise of the discretion would be a generous one.

147. Nevertheless, we consider the present case one in which the Royal Court's exercise of its discretion was flawed. Perhaps because Consolidated's reliance on Article 27(2) of the Arbitration Law as a ground for resisting a stay of its proceedings was almost an after-thought, so that argument on the relevant principles and facts was truncated, the Royal Court appears to have been left in a position in which the threshold which, as it directed itself, had to be reached for Global Gold's Article 5 entitlement to a stay to be displaced, was set too low.

148. For reasons we have explained, we are satisfied that the threshold, in a case such as the present with no real connection with Jersey, for the exercise of any discretion under Article 27(2) is very much higher than that suggested by the Royal Court in Makarenko. In particular it is not enough for the person opposing a stay simply to show that Article 27 has been engaged because there is a question of fraud involved in the dispute. That is only the condition which has to be met if Article 27(2) of the Arbitration Law is even to be in point. And it is not automatic that, because the fraud is alleged against the party opposing the stay, the stay should be granted. Article 27(2) certainly does not prescribe such a result. All that has been shown, if fraud is alleged against the party opposing the stay, is that the Article 27(2) discretion is available.

149. We are satisfied that the Royal Court was, unfortunately, allowed to approach the matter on the basis that in principle a stay is to be granted, if the conditions in Article 27(2) are met, unless perhaps the person resisting the stay is the person raising the question of fraud as against the party applying for a stay. But, for reasons explained above, we think that once the conditions in Article 27(2) have been met, in the context of international agreements and an international arbitration to which the New York Convention applies the person opposing the stay must go much further than this and put forward genuinely convincing reasons why he will suffer an injustice if the stay is refused and why, therefore, the Court should abrogate the agreement.

150. In summary, the person opposing the stay in such circumstances must show something which makes the case exceptional; and this was not how the matter proceeded in the present case.

151. In particular, as regards the Royal Court's understanding that Consolidated "requires to clear its name", there was no evidence put before the Royal Court of any need, nor even of any wish, for Consolidated to be released from its contractual obligation to have its claims against Global Gold submitted to arbitration. This was accepted by Advocate Kistler. He nevertheless submitted that the fact that Consolidated was opposing the stay sought by Global Gold sufficiently evidenced a wish on the part of Consolidated to have itself vindicated in public in respect of the fraud allegations against it, and that this could have been a matter supporting the exercise of discretion in its favour. This submission we reject unhesitatingly. All that is to be inferred from the fact that Consolidated was resisting the stay is that Consolidated had perceived an advantage of some kind in pursuing the relevant claims against Global Gold before the Royal Court in Jersey rather than in arbitration in New York. There could be many reasons for this. One might be that it could combine into one set of proceedings both the claims on the Notes and Guarantee and also the unfair prejudice and winding up claims. It is possible to think of others. But one thing is clear: as a corporation Consolidated will not have any personal feelings which might be hurt if it is denied a public forum for litigation against Global Gold.

152. Finally, we do not see why it would be relevant to the exercise of the Article 27(2) discretion that Mr Borkowski might wish to have a day in court in proceedings to which he is not a party. And, again, it is notable that although Mr Borkowski made four affirmations, he did not put in any evidence saying that he did wish to have such a day in court, or to explain why it might be important to him (or, more relevantly, to Consolidated) that he should do so. On the contrary, in his fourth affirmation Mr Borkowski appeared to contend that in reality it was unlikely that there was a case in fraud which would come to be ventilated in the proceedings in Jersey, and that it was a matter of indifference where the allegations might be gone into. Among other things he said "*...the allegations against [Consolidated], which in the absence of cogent evidence can only be described as frivolous, cannot be relevant to the location or tribunal at which these disputes should be determined*".

153. In the circumstances it is open to us to re-exercise the Article 27(2) discretion and to decide whether or not to withhold a stay of proceedings in exercise of the powers in that provision.

154. Our conclusion is that there should be a stay of the claims which Consolidated has agreed to have arbitrated. These are the claims against the Company and Global Gold for unfair prejudice and winding up under Articles 143 and 155 of the Companies Law, and against the same parties for an account. Our reason for this conclusion is simple. Consolidated has not satisfied us that justice requires the stay to be refused. There is nothing exceptional about the case. In particular, we have not been shown any reason, yet alone any cogent reason, why the resolution of the question of fraud cannot appropriately be left for disposal in the arbitration to which Consolidated agreed.

Remaining claims

155. This leaves us with the question whether the remaining claims should be stayed as well. These are the claims against the Company on the Notes and against Global Gold on the Guarantee. Finally there are the claims against Mr Krikorian.

156. There is no doubt that the Court has inherent jurisdiction to stay proceedings, where the ends of justice so require. In the present case the Royal Court has, by a judgment given on 18 June, 2014, concluded that the claims against the Company are bound up with the dispute between its shareholders, Consolidated and Global Gold, and that Consolidated should not be able to proceed for the time being against the Company on its claim on the Notes without the shareholder dispute being resolved. We have been told that the claim against Global Gold on the Guarantee is intimately bound up with the claim against the Company on the Notes, and are of the view that that claim should be treated in the same way.

157. In the case of Mr Krikorian we think, provisionally, that the proceedings should be stayed pending the arbitration between Consolidated and Global Gold. There is no independent basis of claim properly put forward against him, so far as we can see; indeed it is not clear why he has been joined as a party at all. We will hear further argument on the disposition of the case on giving this judgment. Our present view, however, is that should the time come when Consolidated considers that the stay should be lifted, so far as concerns Mr Krikorian alone, any application should be made to the Royal Court, which may then decide whether the stay should be continued, varied or lifted in the circumstances then obtaining.

Disposition

158. In the result the claim for an account against Global Gold and the Company, and the claims for unfair prejudice relief or a winding up, will be stayed pursuant to Article 5 of the Arbitration Law.

159. On the other hand the claims against the Company on the Notes as well as the claim against Global Gold on the Guarantee, will not be the subject of a stay under the Arbitration Law, neither will the claims against Mr Krikorian. These claims will be stayed under the Court's inherent jurisdiction. Any application to vary or lift the stay, and indeed the Article 5 stay, should be made to the Royal Court.

160. BENNETT JA:- I agree.

161. COLLAS JA:- I agree.

Authorities

Arbitration (Jersey) Law 1998.

Companies (Jersey) Law 1991.

Consolidated Resources-v-Global Gold and Others [2014] JRC 169.

Artemis Trustees Limited and others v KBC Partners LP (claim no. BVIHC (Con) 137 of 2012).

Fulham Football Club v Richards and another [2012] 1 All ER 414.

Companies Act 2006.

Arbitration Act 1996.

Exeter City Association Football Club Limited v Football Conference Limited [2004] 4 All ER 1179.

Makarenko v CIS Emerging Growth Ltd [2001] JLR 348.

Arbitration Act 1950.

Russell v Russell (1880) 14 Ch. D. 471.

Common Law Procedure Act 1854.

Radio Publicity (Universal) Ltd v Compagnie Luxembourgeoise de Radiodifusion [1936] 2 All ER 721.

Arbitration Clauses (Protocol) Act 1924.

Arbitration (Foreign Awards) Act 1930.

Arbitration Act 1934.

Paczy v Haendler & Natermann [1979] FSR 420.

Camilla Cotton Oil Co v Granadex SA [1976] 2 Lloyd's Rep 10 (HL(E)).

Cunningham-Reid v Buchanan-Jardine [1988] 1 WLR 678 (CA).

Arbitration (Amendment) (Jersey) Law 1999.

Ashville Investments Ltd v Elmer Contractors Ltd [1989] 1 QB 488 (CA).

Watson v Prager [1991] 1 WLR 726.

United Capital Corporation v Bender [2006] JLR 269.

Exhibit 31.1

CERTIFICATIONS

I, Van Z. Krikorian, certify that:

1) I have reviewed this Quarterly Report on Form 10-Q of Global Gold Corporation for the period ended March 31, 2015;

2) Based on my knowledge, this Quarterly Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Quarterly Report;

3) Based on my knowledge, the financial statements, and other financial information included in this Quarterly Report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this Quarterly Report;

4) The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15 (b)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this Quarterly Report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this Quarterly Report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this Quarterly Report based on such evaluation; and

d) Disclosed in this Quarterly Report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5) The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 20, 2015

/s/ Van Z. Krikorian

Van. Z. Krikorian
Chairman and Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATIONS

I, Jan E. Dulman, certify that:

1) I have reviewed this Quarterly Report on Form 10-Q of Global Gold Corporation for the quarter ended March 31, 2015;

2) Based on my knowledge, this Quarterly Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Quarterly Report;

3) Based on my knowledge, the financial statements, and other financial information included in this Quarterly Report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this Quarterly Report;

4) The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15(d)-15 (b)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this Quarterly Report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles.

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this Quarterly Report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this Quarterly Report based on such evaluation; and

d) Disclosed in this Quarterly Report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting.

5) The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 20, 2015

/s/ Jan E. Dulman

Jan E. Dulman
Chief Financial Officer
(Principal Financial and Accounting Officer)

Exhibit 32.1

CERTIFICATION OF PERIODIC REPORT

Each of the undersigned, in his capacity as an officer of Global Gold Corporation (the "Company"), hereby certifies, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350), that:

(1) the Quarterly Report on Form 10-Q of the Company for the period ended March 31, 2015 fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 20, 2015	/s/ Van Z. Krikorian Van Z. Krikorian Chairman and Chief Executive Officer (Principal Executive Officer)
Date: May 20, 2015	/s/ Jan E. Dulman Jan E. Dulman Chief Financial Officer (Principal Financial and Accounting Officer)

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.