

# MINING GLOBAL, INC.

October 30, 2014

## VIA ELECTRONIC MAIL

Empire Stock Transfer Inc.  
1859 Whitney Mesa Dr.  
Henderson, NV 89014  
Telephone: 702-818-5898

Re: MINING GLOBAL, INC. (the "Company")

Dear Sir/Madam:

This letter authorizes you to issue 130,000,000 shares (the "Common Shares") of the Company to the party set forth on Schedule B attached hereto.

The Common Shares to be issued have been duly authorized and validly issued and are fully paid and non-assessable.

Please note that the certificate should **NOT** bear the standard 1933 Act legend.

Please deliver the certificate to the party at its address set forth on Schedule B via overnight service.

Please feel free to contact us with any questions.

Sincerely,



Magna Management, LLC  
Phone:

## **SCHEDULE B.**

[INSERT INSTUCTION LETTER HERE]

## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is made between the Buyer (as defined below) and the Seller (as defined below). This Agreement is made as of the later date upon which either Buyer or Seller executes this Agreement.

### RECITALS:

A. For purposes of this Agreement, the following defined terms shall have the meanings ascribed to them below.

Company:	MINING GLOBAL, INC.
Share Type:	Unrestricted Common Stock
Number of Shares:	130,000,000
Purchase Price:	\$13,000

B. The Seller owns the Number of Shares of the Share Type of the Company (the "Shares"). The Buyer desires to purchase the Shares from the Seller, and the Seller desires to sell and transfer the Shares to the Buyer. The consideration for the Shares to be purchased, sold and transferred hereunder shall be the Purchase Price.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Transfer of Shares. On the Transfer Date (as defined in Section 4), the Seller shall sell and transfer to the Buyer, and the Buyer shall purchase from the Seller, all beneficial and record ownership of the Shares in accordance with the terms of this Agreement. Such sale and transfer shall be free and clear of any liens, encumbrances, claims, security interests, options, charges or other restrictions, other than those described herein.

2. Purchase Price. The consideration for the sale and transfer of the Shares by the Seller to the Buyer shall be the Price per Share, for an aggregate amount equal to the Purchase Price, the receipt and sufficiency of which the Seller hereby acknowledges.

3. Agreements Pertinent to the Shares. In the event that Seller is subject to a stockholders' agreement or similar agreement and such agreement requires that any transferee of the Shares agrees to be bound by and/or execute such agreement, Seller has attached true and complete copies of such agreement hereto. Upon the Transfer Date, Buyer agrees to be bound by the terms of, and to execute, the Stockholders' Agreement if that is required by either of their terms to properly effect the Transaction. Buyer represents that he has reviewed and accepts any restrictions contained in the Stockholders' Agreement upon taking ownership of the Shares and/or any other obligations set forth therein.

4. Deliveries and Closing. Upon the execution and delivery of this Agreement by both Buyer and Seller, Seller shall deliver to Buyer shares of common stock in the amount set forth in this agreement either via DWAC digital delivery or physical stock certificate according to the terms set forth in Schedule B. Within



twenty four hours of receipt of the stock, Buyer will initiate a wire transfer of immediately available funds in the amount set forth in this agreement according to Seller's provided instructions. As a condition of closing, Seller will also deliver to appropriate parties a: (a) stock power(s) executed by Seller and Buyer directing the Company to transfer the Shares into the name of Buyer on the books and records of the Company and (b) whatever other documentation the Company reasonably requires to process the transfer of the Shares to Buyer, including without limitation a legal opinion to the effect that the Transaction is in compliance with applicable securities laws. Escrow Company will then facilitate the transfer of the Shares to Buyer on the books and records of the Company. The "Transfer Date" will be deemed to have occurred on the date upon which the Company transfers beneficial ownership of the Shares to Buyer on the books and records of the Company. Both Buyer and Seller agree to take whatever other action may be reasonably required to effect the Transaction including without limitation the execution of customary documents requested by the Company. Buyer and Seller agree to be bound by, and make all deliveries according to, the terms of the Agreement.

Upon receipt of the Purchase Price by the Seller, the Seller shall agree to do all necessary steps and conditions to have the shares returned to Company Treasury.

5. Representations and Warranties. The following representations and warranties shall survive the Closing:

(a) Seller hereby represents and warrants to the Buyer that on the date hereof and at the Closing: (i) Seller holds valid and marketable title to the Shares which are fully paid and non-assessable and owns the Shares free and clear of all liens, claims, encumbrances, security interests, restrictions on transfer or other defects in title of any kind, and is offering, selling and transferring the Shares to the Buyer free and clear of all liens, claims, encumbrances, security interests, restrictions on transfer or other defects in title of any kind or description. Seller has the right, power and authority to enter into and carry out the terms of this Agreement, including without limitation, the offer, sale and transfer of the Shares to the Buyer, and has taken all action necessary to validly do so; (ii) this Agreement is a legal, valid and binding agreement of Seller enforceable in accordance with its terms; (iii) Neither the execution or performance of this Agreement or the Transaction will conflict with or result in a breach or termination of any agreement or evidence of indebtedness; (iv) Seller is not a party to any contract that remains in effect with respect to the Shares, and there are no restrictions on the offer, sale or transfer of the Shares; (v) Seller has held the Shares and/or the options by which Seller acquired the Shares for a period of at least one year; and (vi) Seller is not an "affiliate" of the Company as defined for purposes of SEC Rule 144; and (vii) Seller is not a broker or dealer ("broker-dealer") as defined for purposes of the Securities Exchange Act of 1934, associated with a broker-dealer, and/or in possession of a state securities license.

(b) Buyer hereby represents and warrants to Seller that on the date hereof and at the Closing: (i) Buyer has the right, power and authority to enter into and carry out the terms of this Agreement; (ii) this Agreement is a legal, valid and binding agreement of Buyer enforceable in accordance with its terms; and (iii) Buyer shall publish all required filings with regards to the acquisition of the shares and make such filings publically available through the necessary mediums; and (iv) Buyer is not a broker or dealer ("broker-dealer") as defined for purposes of the Securities Exchange Act of 1934, associated with a broker-dealer, and/or in possession of a state securities license.

(c) Buyer and Seller represent to each other that on the date hereof and at the Closing: (i) they are entering into this Agreement voluntarily and they are not under any form of duress; (ii) they have such knowledge and experience in financial and business matters that they are capable of evaluating the merits and risks of the Transaction; (iii) they have had the opportunity to review the form of this Agreement with their legal and tax counsel and other advisors prior to executing it and are fully satisfied that its terms are fair and that it effects a fair exchange of value; (iv) they and/or their legal counsel are familiar with applicable securities laws regarding the Transaction, and are responsible for ensuring that their entry into the Transaction is in compliance with such laws; (v) they are not relying on any express or implied legal or investment advice or information from the other with respect to the prospects or value of the Company or the Shares or any aspect of the Transaction; (vi) they acknowledge and accept that the other party to the Transaction may have material, non-public information about the Company that they do not have and which has



not been disclosed; (vii) they hereby irrevocably waive any right to, and agree to refrain from pursuing against the other party to the Transaction or against any other party, any and all actions, suits, litigations, arbitrations, proceedings, investigations, claims or liabilities of whatever nature (including but not limited to under SEC Rule 10b-5 or similar laws) that relate to the other party to the Transaction's potential possession of material, non-public information about the Company and (viii) other than as explicitly stated herein, they have not relied upon any other representation or warranty of the other, or any third party. The Company is hereby made an express third party beneficiary of the entirety of this Section 5, of Section 3, and of Recitals E and F.

(d) If either Buyer or Seller becomes aware that any of the representations or warranties made hereunder is or becomes untrue at any time prior to the Closing, then they shall immediately deliver written notice of this to the other. Such notice shall identify the relevant representation or warranty and include a brief description of the pertinent facts and circumstances.

6. Indemnification. Buyer and Seller each hereby agree to defend, indemnify and hold harmless the other and their partners, members, officers, directors, employees, agents, successors and assigns from and against any claim, damage, liability, loss, cost or expense (including reasonable attorneys' fees) arising directly or indirectly out of: (i) any material failure of theirs to perform their obligations as set forth in this Agreement; (ii) any material inaccuracy or breach of any of their representations or warranties made in this Agreement, and (iii) any and all actions, suits, litigations, arbitrations, proceedings, investigations, claims or liabilities of whatever nature arising out of any of the foregoing. The remedies provided in this Section 6 shall be cumulative and shall not preclude the assertion by any party of any other rights or the seeking of any other remedies against any party.

7. Termination.

(a) Failure to Close. Either Buyer or Seller may in their sole discretion terminate this Agreement upon written notice to the other if: (i) the Transfer Date has not occurred on or before the date that is one hundred and twenty (120) days from the date hereof, and (ii) such party is not, and has not been, in material breach of any of its representations, warranties or obligations set forth in this Agreement.

(b) Untrue Representation or Warranty. Either Buyer or Seller may in their sole discretion terminate this Agreement upon written notice to the other if: (i) any of the other party's representations or warranties are untrue in any material respect at any time prior to the Transfer Date, and (ii) such party is not, and has not been, in material breach of any of its representations, warranties or obligations set forth in this Agreement.

(c) Failure to Perform. Either Buyer or Seller may in their sole discretion terminate this Agreement upon written notice to the other if: (i) the other party has failed to perform any of its obligations hereunder or under the Agreement and has not cured such failure within ten (10) days of written notice specifying the failure, and (ii) such party is not then in material breach of any of its representations, warranties or obligations set forth in this Agreement.

(d) Omitted Intentionally.

8. Miscellaneous.

(a) Notices and Demands. All notices and demands required to be given hereunder shall be deemed to be duly given at the time of delivery if personally delivered, or forty-eight (48) hours after mailing if deposited with the U.S. Postal Service, postage prepaid, for mailing via certified mail, return receipt requested.

(b) Confidentiality. Buyer and Seller agree to hold the identity of the parties to this Agreement in confidence and not to disclose the same, except with respect to disclosures reasonably required to complete the Transaction or in connection with any required financial reports to investors or tax reporting. No public announcement or other statement to the public pertaining to the Transaction shall be made

unless mutually agreed in writing by both Buyer and Seller.

(c) Entire Agreement; Successors and Assigns. This Agreement contains the entire understanding among the parties hereto and supersedes any prior written or oral agreement among the parties concerning the subject matter contained herein. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(d) Waiver. No waiver of any breach or default of this Agreement by any party hereto shall be considered to be a waiver of any other breach or default of this Agreement.

(e) Electronic Signature; Party's Identity. This Agreement may be executed by electronic signature and/or counterparts and when so executed by both Buyer and Seller shall be a valid and binding agreement upon both parties. Buyer and Seller acknowledge and accept that one of them or both may not have known the identity of the other at the time they executed this Agreement and agree that this fact in no way affects the validity or enforceability of this Agreement, and further agree and covenant not to challenge its validity or enforceability on any such grounds.

(f) Amendment. This Agreement may be amended or modified only by a written agreement duly executed by the parties to this Agreement.

(g) Choice of Law. This Agreement shall be interpreted in accordance with, and governed by, the laws of the State of New York without reference to the choice of law rules in effect at any time in the State of New York.

(h) Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(i) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

(j) Omitted Intentionally.

(k) Omitted Intentionally.

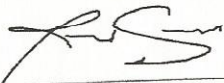
The parties hereto have caused this Stock Purchase Agreement to be executed on the following signature page, as of the later date written next to Buyer's or Seller's name below.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as October 30, 2014.

**SELLER**

Magna Management, LLC (Formerly Known as Magna Group, LLC)

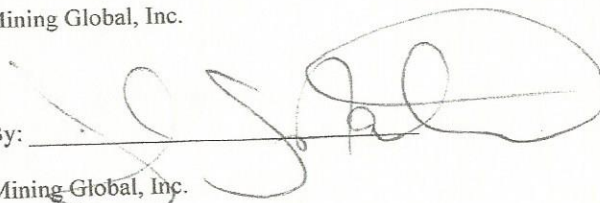
By: \_\_\_\_\_

Name: Joshua Sason

Title: Managing Member

**BUYER**

Mining Global, Inc.

By: \_\_\_\_\_

Mining Global, Inc.