MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN

Keystone Mine, LLC

AND

Mining Global Inc.

Made

NOVEMBER 4, 2014

THIS Memorandum of Understanding is made November 21st, 2014 between:

Keystone Mine, LLC, an Arizona Limited Liability Corporation ("KMLLC")

- And -

Mining Global Inc., a Nevada Corporation ("MNGG")

WHEREAS KMLLC owns certain patented mining claims in the Black Rock Mining District, Yavapai County Arizona and

WHEREAS MNGG has equipment and capital to conduct mineral processing; and

WHEREAS MNGG and KMLLC wish to enter into this agreement to establish an agreement for the purpose of processing 180,000 tons of material of the KMLLC Property for gold and other minerals ;

NOW THEREFORE in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I

INTERPRETATION

Definitions

1.1 In this Agreement, unless something in the subject matter or context is inconsistent therewith:

(a) "Agreement" means this Mineral Processing Agreement, including all amendments and modification thereof, and the Agreement which are incorporated herein by this reference.

(b) "Assets" means the Property, minable minerals, contractual Rights, and all other real and personal property, tangible and intangible, now or hereafter held for the benefit of the Parties hereunder.

(c) "Development" means all preparation for the excavation and recovery and processing of the available180,000 Tons of minable minerals, including the construction or installation of any improvements and the procurement of the tools, equipment, machinery and supplies to be used for the mining, handling, milling, processing and refining of the minable minerals.

(d) "Manager" means MNGG or any person or entity appointed as successor by MNGG as Manager under the terms of the Agreement.

(e) "Processing" means the excavating, producing, handling, milling, refining or other processing of minable minerals. "Processing Rights" mean the legal capability of conducting "Minerals Processing" for the purpose of extracting valuable minerals from the available material.

(f) "MNGG" means "Mining Global Inc."

(g) "KMLLC" means "Keystone Mine, LLC"

(h) "Gross Proceeds" means the gross proceeds generated from the Property during a specified mining period.

(i) "Operations" means the activities carried out under this Agreement.

(j) "Keystone Mine" means the property for which this agreement is pertaining.

Initials: ____ ____

(k) "Minable Minerals" means all ores, minerals, concentrates and mineral resources produced from the property under this Agreement.

(l) "Property" means those patented claims listed in Exhibit A.

(m) "Processing" means the business arrangement of the Parties under this Agreement.

Schedules

1.2 The following are the Schedules annexed hereto and incorporated by reference and deemed to be part hereof:

Exhibit A - List of patented claims comprising the Property; and

Exhibit B – List of equipment to be utilized on property

Currency

1.3 All references to currency herein are to lawful money of the United States of America and or gold derived from production and development of the property.

Accounting Principles

1.4 Wherever in this Agreement reference is made to generally accepted accounting principles, such reference shall be deemed to be the generally accepted accounting principles applicable in the United States of America and applicable as of the date on which such calculation is made.

Time is of the Essence

1.5 Time shall be of the essence of this Agreement.

Benefit of the Agreement

1.6 This Processing Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

Entire MOU Agreement

1.7 This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior memorandums of understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings, or collateral agreements, express, implied, or statutory, between the parties other than as expressly set forth in this Agreement. This agreement must be replaced with an actual processing agreement prior to any activities on the Keystone Mine.

Amendments and Waiver

1.8 No modification of or amending to this Agreement shall be valid or binding unless set forth in writing, duly executed and notarized by all of the parties hereto (including any Parties subsequently added to this Agreement) and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing, signed and notarized by the party purporting to give the same and unless otherwise provided, shall be limited to the specific breach waived.

Governing Law

1.9 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Capacity of Participants

2.0 Each of the Participants represents and warrants to each of the other Participants as follows:

Initials:

(a) It is a corporation duly incorporated and in good standing in its jurisdiction of incorporation and is qualified to do business and is in good standing in each of those jurisdictions where necessary in order to carry out the purposes of this Agreement;

(b) It has the capacity to enter into and perform this Agreement and all transactions contemplated herein and that all corporate and other actions required to authorize it to enter into and perform this Agreement have been properly taken;

(c) It will not breach any other agreement or arrangement to which it is a party or by which it is bound, including, without limitation, by entering into or performing this Agreement; and

(d) This Agreement has been duly executed and delivered by it and is valid and binding upon it in accordance with its terms.

Mining Rights

2.1 KMLLC represents and warrants to MNGG that:

(a) It is the Owner of the Property shown in Exhibit A; and

(b) Has authority to sign this agreement with MNGG;

Survival

2.2 The representations and warranties set forth above shall continue for the benefit of the parties to whom they are given for the term of this Agreement.

ARTICLE III

PURPOSES AND TERM

General

3.0 KMLLC and MNGG hereby enter into this Processing Agreement

Agreement for the purposes hereinafter stated, and each of them agree that all of their rights relative to the Property and all of the Operations on or in connection with the Property shall be subject to and governed by this Agreement.

3.1 This Agreement is entered into for the following purposes and for no others, and shall serve as the exclusive means by which the Parties, or either of them, accomplish such purposes:

(a) To have authority to utilize all roads and water on the Property;

(b) To obtain permits, authorizations and approvals for the Development of the Property and for Processing Operations thereon;

(c) To engage in Development and Processing Operations on the property;

(d) To engage in the marketing of minable minerals; and

(e) To perform any other activity necessary, appropriate, or incidental to any of foregoing.

Limitation

3.2 Unless the Participants otherwise agree in writing, the Operation shall be limited to the purposes described in Section 3.2, and nothing in this Agreement shall be construed to enlarge such purposes, but as stated above this MOU will be replaced by a processing agreement prior to any activity on the Keystone Mine.

Effective Date and Term

3.3 The effective date of this Memorandum of Understanding as between KMLLC and MNGG shall be DECMBER 23th, 2014. The term of this Agreement shall be for three years from signing of the actual processing agreement unless both parties agree to extend such agreement in writing.

Financial Year

Initials: ____ ____

3.4 The financial year of the Lease shall be the calendar year.

ARTICLE IV

RELATIONSHIP OF THE PARTIES

No Partnership

4.0 Nothing contained in this Agreement shall be deemed to constitute any of the Parties, or any combination thereof, the partner of any of the others, or any combination thereof, or, except as otherwise herein expressly provided, to constitute any of the Parties the agent or legal representative of any of the others, or to create any fiduciary relationship between them. It is not the intention of the Parties to create, and this Agreement shall not be construed to create, any mining, commercial or other partnership. None of the Parties shall have any authority to act for or to assume any obligation or responsibility on behalf of any of the other Parties, except as expressly provided herein. The rights, duties, obligations and liabilities of the Parties shall be several and not joint or elective. Each Party shall be responsible only for its obligations as herein set out and shall be liable only for its share of the costs and expenses as provided herein, it being the express purpose and intention of the Parties that their ownership of Assets and the rights acquired hereunder shall be as tenants in common. Each Party shall indemnify, defend and hold harmless each of the other Party, and their respective directors, officers, employees, agents and attorneys from and against any and all losses, claims, damages and liabilities arising out of any act or losses, claims, damages and liabilities arising out of any act or any assumption of liability by the indemnifying Party(s), or any of its/their directors, officers, employees, agents and attorneys done or undertaken, or apparently done or undertaken, on behalf of the other Party(s), except pursuant to the authority expressly granted herein or as otherwise agreed in writing between the Parties.

Other Business Opportunities

4.1 Except as expressly provided in this Agreement, each of the Parties shall have the right independently to engage in and receive full benefits from business activities, whether or not competitive with the Operations, without consulting the other. The doctrines of "corporate opportunity" or "business opportunity" shall not be applied to any other activity, venture, or operation of any Party, and no Party shall have any obligation to the others with respect to any opportunity to acquire any property not subject to the Mining Lease..

Implied Covenants

4.2 There are no implied covenants contained in this Agreement other than those of good faith and fair dealing.

ARTICLE V

TERMS OF PROCESSING AGREEMENT

Terms

5.0 KMLLC hereby agrees to process on a 20 acre portion of the property to MNGG called "Cleveland" for a period of three years from the date of signing of processing agreement. MNGG has an option to lease an additional 20 acres or up to 80 acres (TBD) with written approval by KMLLC.

5.1 The monthly royalty for the Mining Lease Agreement is 20% of the gross minable minerals produced on the property.

5.2 MNGG agrees to pay KMLLC a monthly processing payment equivalent to 5 ounces of gold with the London fix being the benchmark for the monthly lease payment. The monthly lease payment is due by the 21st of each month for the term of this agreement. The monthly processing payment will start 30 days after signing of this contract to allow MNGG to mobilize their equipment and start production. The minimum royalty shall be paid in either gold or United States Dollars.

5.3 KMLLC reserves the right to mine or process on other portions of the Keystone property as it has previous contracts and agreements in place with other companies. MNGG has been informed and acknowledges the previous agreements with KMLLC.

5.4 KMLLC has the option at any time to exchange up to half of their 20% gross royalty for common stock in the publically traded company that MNGG is forming for an equal percentage of common stock. It is understood by "KMLLC" that the mining resources leased under this agreement may be encumbered and leveraged through a public offering, or publicly traded company to be designated by "MNGG". "KMLLC" agrees to allow "MNGG" to assign or transfer the rights entitled under this "Processing Agreement" to any

Initials: ____ ____

third party it deems necessary through an executed Assignment Agreement, it is understood that "KMLLC" will be bound to the same "duties" outlined herein with the assigned third party for the length of the lease term.

5.5 MNGG agrees to provide KMLLC with insurance coverage for liability purposes for not less than two million dollars of blanket coverage on the property with an "A" rated or better insurance company.

5.6 MNGG agrees to excavate and process a minimum of 500 tons of minable minerals per month during the length of the Processing Agreement.

Default in monthly lease payment

5.7 In the event MNGG defaults in making required monthly Processing payment for a period exceeding 60 days or two payments, KMLLC has the right to void the Processing Agreement. If KMLLC exercises its right to void the Processing Agreement they shall do so in writing to MNGG to allow MNGG to cure default, however MNGG shall only have 7 days to cure said default from the date of default letter.

5.8 MNGG is aware that KMLLC has the property on the market for sale and KMLLC reserves the right to void the MOU or processing agreement with written notice to MNGG if property sells. If KMLLC voids the contract with MNGG, MNGG has 30 days to move their equipment and operations of the property.

5.9 MNGG agrees to pay to KMLLC the fee of $25,000 USD prior to the start of processing on Keystone property.

ARTICLE VI

MANAGEMENT

6.0 MNGG will manage the processing operations on their 20 or more acre parcel(s) and will perform all duties as the manager.

Duties and Responsibilities

6.1 Subject to any specific restrictions contained herein, the Manager shall have full authority for the management and supervision of the Operations. Without limiting the generality of the foregoing:

(a) The Manager shall propose and carry out any and all Development, Investigations, Mining, and Operations as contemplated herein;

(b) The Manager shall make or arrange for all payments required by leases, licenses, permits, contracts, and other agreements related to the mining operation except property taxes which KMLLC is obligated to pay.

(c) The Manager shall apply for all necessary permits, licenses and approvals and comply with applicable federal, state and local laws and regulations;

(d) The Manager shall prosecute and defend all litigation or administrative proceedings arising out of Operations;

(e) The Manager shall arrange for any applicable insurance respecting Assets and Operations for the benefit of the Parties in accordance with industry practice;

(f) The Manager shall have the right to carry out the responsibilities hereunder through any agents, affiliates, consultants, or independent contractors;

(g) The Manager shall pay all reclamation fees due to the respective County and or State agency or place a bond on file with the State Mine Inspector.

(h) The Manager shall keep and maintain all required accounting and financial records relating to operations and in accordance with generally accepted accounting principles; and

(i) The Manager shall undertake all other activities reasonably necessary to fulfill the foregoing.

(j) The Manager shall not restrict access to roads, water or property at any time in regards to the operation and shall allow KMLLC to observe the operations at any time as long as KMLLC stays clear of the direct operation and is not in the way.

Initials: ____ ____

Standard of Care

6.2 The Manager shall conduct all Operations in accordance with generally accepted mining and other applicable industry standards and practices, and in accordance with the terms and provisions of leases, licenses, permits, contracts, and other agreements pertaining to Assets. The Manager shall not be liable to the owner for any act or omission resulting in damage or loss except to the extent caused by or attributable to the Manager's willful misconduct or gross negligence.

ARTICLE VII

ACCOUNTS AND SETTLEMENTS

Statements

7.0 The Manager shall promptly submit to KMLLC bi-weekly, monthly and quarterly production statements and accounting records and pay the 20% gross royalty bi-weekly to KMLLC.

ARTICLE VIII

WITHDRAWL AND TERMINATION

Termination by Expiration or Agreement

7.1 This Agreement shall terminate as expressly provided in this Agreement (3 years), or if the Mining Lease is terminated by default or by written notarized agreement by both parties.

ARTICLE IX

GENERAL PROVISIONS

If to KMLLC: Keystone Mine, LLC
16772 W. Bell Rd #110-417
Surprise, AZ 85374
Telephone: (310) 365-0783
(877) 423-0257
Facsimile: (623) 584-7829
Email: placerminingcorp@yahoo.com
Attn: Panos D. Gianneotis-Manager

If to MNGG: Mining Global Inc.
660 Via Corte Circle

Initials: ____ ____

MOU

Wickenburg Arizona 85390

Telephone:(928) 232-0478

Facsimile:

Email: info@miningglobalinc.com

Attn: Joel J. Natario

8.0 All notices shall be given by personal delivery to the Parties, or by electronic communication. All Notices shall be effective and shall be deemed delivered if by personal delivery on the date of the delivery if delivered during normal business hours, and if not delivered during normal business hours, on the next business day following delivery, if by electronic communication on the next business day following receipt of the electronic communication. A Party may change its address for Notice by Notice to the other Party.

Force Majeure

8.1 Except for the obligation to make payments when due hereunder, the obligations of a Party (including the obligations of a Party acting in its capacity as Manager) shall be suspended to the extent and for the period that performance is prevented by any cause, whether foreseeable or unforeseeable, beyond its reasonable control, including, without limitation, labor disputes (however arising and whether or not employee demands are reasonable or within the power of the Party to grant); acts of God; laws, regulations, orders, proclamations, instructions or requests of any government or governmental entity, judgments or orders of any court; inability to obtain on reasonably acceptable terms any public or private license, permit or other authorization; curtailment or suspension of activities to remedy or avoid an actual or alleged, present or prospective violation of federal, state or local environmental standards; acts of war or conditions arising out of or attributable to war, whether declared or undeclared; riot, civil strife, insurrection or rebellion; fire, explosion, earthquake, storm, flood, sink holes, drought or other adverse weather condition; delay or failure by suppliers or transporters of materials, parts supplies, services or equipment or by contractors' or subcontractors' shortage of, or inability to obtain, labor, transportation, materials, machinery, equipment, supplies, utilities or services; accidents; breakdown or equipment, machinery or facilities; or any other cause whether similar or dissimilar to the foregoing. The affected Party shall properly give notice to the other Party of the suspension of performance, stating therein the nature of the suspension, the reason therefore, and the expected duration thereof. The affected party shall resume performance as soon as reasonably possible.

8.2 In the event a party to this Agreement seeks the interpretation or enforcement of any part of this Agreement and such activity shall be placed in the hands of an attorney for legal proceedings, the party to this Agreement which does not prevail in this interpretation or enforcement, agrees to pay the other party's reasonable attorney fees, costs and expenses incurred herein, including attorney fees, costs and expenses incurred in litigation, through appeal.

8.3 All parties to this agreement agree to keep this Processing Agreement and its contents confidential unless agreed upon in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Mining Global Inc.

By: ____________________

Joel J. Natario – CEO

Keystone Mine, LLC

By: ____________________

Panos D. Gianneotis-Manager

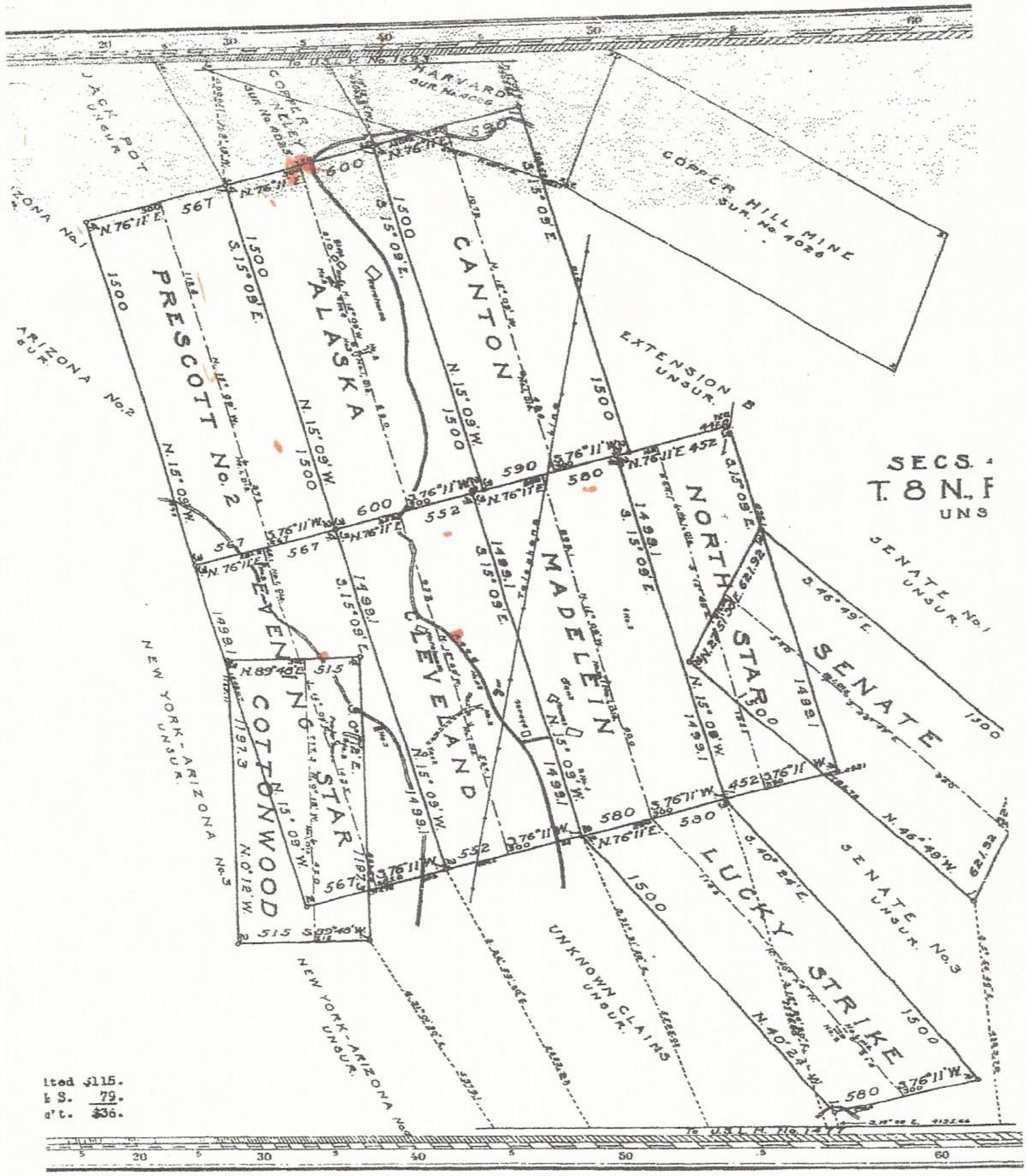
Initials: ____ ____

EXHIBIT "A"

List of patented Claims which comprise the Property:

Initials: _____ _____

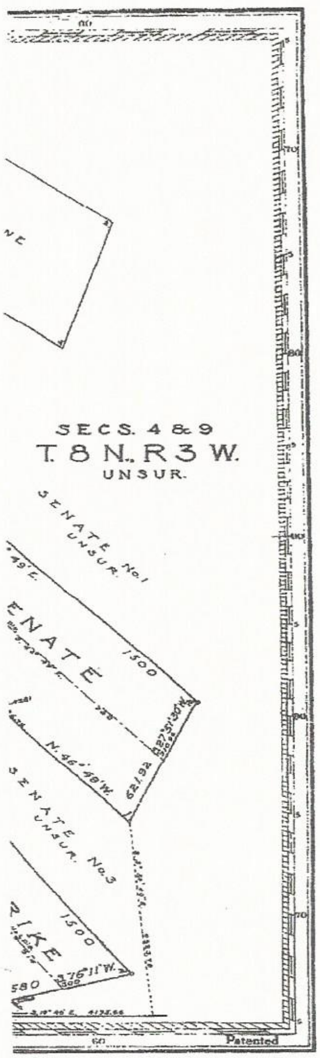
MOU



The Keystone Mine consists of the Alaska, Canton, Cleveland, Cottonwood, Evening Star, Lucky Strike, Madelein, North Star, Prescott No.2, and Senate lode claims covering 172.613 acres. The Cleveland Lode is where SDC plans to start their operations.

Initials: ____ ____

MOU



Mineral Survey No. 4039

LOT No.

ARIZONA Land District.

PLAT

OF THE CLAIM OF

Monte Cristo Extension Mining and Milling Company.

KNOWN AS THE

ALASKA, CANTON, CLEVELAND, COTTONWOOD, EVENING STAR, LUCKY STRIKE, MADELEIN, NORTH STAR, PRESCOTT NO. 2, and SENATE lodes.

IN Blue Tank MINING DISTRICT, Yavapai COUNTY, Arizona

Containing an Area of 172.613 Acres.

Scale of 400 Feet to the inch.

Variation 14° 30' E.

SURVEYED June 6 - 16 1927 BY Edgar C. Kinderman, U.S. Deputy Mineral Surveyor,

The Original Field Notes of the Survey of the Mining Claim of Monte Cristo Extension Mining and Milling Company known as the ALASKA, CANTON, CLEVELAND, COTTONWOOD, EVENING STAR, LUCKY STRIKE, MADELEIN, NORTH STAR, PRESCOTT NO. 2, and SENATE lodes

from which this plat has been made under my direction, have been examined and approved, and are on file in this Office, and I hereby certify that they furnish such an accurate description of said Mining Claim as will, if incorporated into a patent, serve fully to identify the premises, and that such reference is made therein to natural objects or permanent monuments as will perpetuate and fix the locus thereof.

I further certify that Five Hundred Dollars worth of labor has been expended or improvements made upon, or for each of, said Mining Claims by claimant or its grantors and that said improvements consist of 9 shafts, 15 cuts, 6 tunnels, 1 winze, 1 pit, and 2 drifts, total value $30,188.

that the location of said improvements is correctly shown upon this plat, and that no portion of said labor or improvements has been included in the estimate of expenditures upon any other claim.

And I further certify that this is a correct plat of said Mining Claim made in conformity with said original field notes of the survey thereof and the same is hereby approved.

PUBLIC SURVEY OFFICE,
Phoenix, Arizona,
August 2, 1927

John D. Adams
Office Cadastral Engineer
Phoenix, Arizona.

Initials: ____ ____

EXHIBIT "B"

List of Equipment being used on the property:

Initials: ______ ______