## **OFFTAKE AGREEMENT**

## PURCHASE AGREEMENT NUMBER:

This Agreement is entered into this 29th day of July 2014 between Noble Metal Kings, LLC, a Utah limited liability company (the "Seller"), and Capital Financial Global, Inc., a Nevada corporation (the "Buyer"), which agrees to buy and pay for the gold concentrates and other gold bearing products produced by the "Doc Watson Project," as further described in Appendix 1 (the "Mine").

## 1. SCOPE OF AGREEMENT

The Seller agrees to sell and the Buyer agrees to buy a minimum of 100 kilograms (3,215 troy ounces) (the "Minimum Amount") per month (as defined below) on the terms and conditions set out below. In addition, any amount of Product produced by the Seller in any given month that exceeds the Minimum Amount (the "Excess Product") shall be first offered in writing for purchase to the Buyer. The Buyer shall have three (3) Business Days following the date of any such written offer to accept in writing such offer to purchase any or all of the Excess Product. In the event that the Buyer declines to purchase any or all of the Excess Product (or fails to respond in writing within the timeframes contemplated hereby), the Seller shall be free to sell the Excess Product (or that portion of the Excess Product not purchased by the Buyer) to another purchaser of Seller's choice and on terms that Seller deems acceptable in its sole discretion.

## 2. DEFINITIONS

In addition to the terms defined above, the following terms shall have the following meanings when used in this Agreement:

-	_		
"Agreement"		means this offtake agreement.	
"Appendix"		means an appendix to this Agreement.	
"Business Day"		means any day except a Saturday or Sunday on which the banks in the city of Salt Lake City, Utah, United States of America are generally open for the conduct of business.	
"Clause"		means a clause of this Agreement.	
"Defaulting Party"		means the party with respect to whom an Event of Default occurs.	
"Early Termination Date"		means the date notified by the Non-Defaulting Party in accordance with Clause 20(b).	
"Event of Default"		means any of the following:	
(	(a)	the failure of the Defaulting Party to pay when due any required payment under this Agreement;	

the failure of the Defaulting Party to comply with its other obligations under this Agreement and such failure

(b)

remains uncured for five (5) business days after written notice thereof;

(c) any representation or warranty made by the Defaulting Party under this Agreement shall prove to be untrue when made in any material respect; or the Defaulting Party (i) makes an assignment or any general arrangement for the benefit of creditors, (ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or has such a petition filed against it and such petition is not withdrawn or dismissed for 30 days after such filing, or (iii) is unable to pays its debts as they fall due, makes a composition with its creditors, commits any act of bankruptcy, becomes subject to an order for winding up or dissolution or to the appointment of an administrator, examiner, receiver, custodian, liquidator, trustee or other similar official.

"LIBOR"

means the London Interbank Offered Rate on an average bid basis for periods of 3 months quoted at or about 11:00 am on a London business day by the British Bankers' Association for deposits in US Dollars and, if such rate is not quoted by the British Bankers' Association (other than by reason of a day not being a London business day), then on any alternative screen agreed to by the Buyer and the Seller, and in the absence of any such agreement, then the last available LIBOR rate.

"LBMA" means the London Bullion Market Association.

"London Gold Fix" means the twice-daily prices (am and pm) set by the

London Gold Market Fixing Ltd., or its successor

quotation system, if replaced.

"Non-Defaulting Party" means the party following an Event of Default who is

not the Defaulting Party.

"Products" means the ore concentrates and any other gold

products produced by the Mine.

"Refinery" means the Buyer's designated refinery specified in

Clause 6.

"1 kilogram" means 1000 grams.

"1 ounce" means 1 troy ounce of 31.10352 grams.

"1 pound" means 453.593 grams.

"1 ton" means 1 metric ton or 1,000 kilograms or 2,204.62 lbs.

"1 unit" means 100 kilograms (1/10 of a ton).

"1 mini-unit" means 10 kilograms (1/100 of a ton).

"1 lot" means various quantities of Product shipped at one

time and packaged in any combination of closed containers containing even amounts of the following

incremental sizes: kilos, mini-units, units, tons.

"Odd lot" means shipments not packaged in even quantities as

per the above definition of a "lot."

## 3. TERM

(a) The initial term of this Agreement shall come into effect on the date of the first Delivery, and shall continue for ten (10) years, or the life of the project, whichever is earlier.

(b) The Agreement will automatically extend for successive one (1) year terms, unless either party expresses written desire not to extend at least three (3) months prior to the termination date then in effect.

## 4. QUALITY

(a) The quality of the Products upon delivery to Refinery shall be:

Product	Au
Minimum size	>1 kilo
Purity	>80% Au
Form	Powder, doré, grain, etc.
Moisture	<3%
Arsenic	<0.1%

Buyer has the right to refuse to purchase a shipment of Product that contains harmful levels of toxic materials (arsenic, cyanide, lead, chemicals, etc.).

## 5. QUANTITY

The Seller agrees to sell a minimum of 100 kilograms of Product to Buyer per calendar month throughout the term of this Agreement, or for the life of the Mine, whichever is sooner, as more fully set forth in Section 1, above.

# 6. REFINERY

(a) Primary Refinery. Buyer selects the following to be its primary "Refinery" for the purposes of this Agreement:

Quantum Refiners, LLC 75 Mendel Drive SW, Suite J Atlanta, GA 30336

- or such other location as may be mutually agreed upon by both Buyer and Seller.
- (b) Secondary Refinery. In the event that the Primary Refinery is unable to perform, Buyer may designate successive backup refineries, in its sole discretion, throughout the term of this Agreement in order to perform its obligations agreed to herein.
- (c) The Products will be refined at Buyer's sole expense.

## 7. DELIVERY

- (a) The Products shall be delivered by the Seller to the Buyer at Refinery. Buyer shall be solely responsible for all costs and expenses associated with delivery.
- (b) Commencement of Delivery is expected to occur October 2014 ("Commencement").
- (c) All shipments will be divided into even lots of closed containers in the following minimum, maximum, and incremental sizes:

Minimum delivery	>=1 kilo of gross dry weight
Maximum delivery	<=100 tons of gross dry weight,
Even increments in any	per week
combination of the following	
container sizes:	
Tons	1 ton increments
Units	100 kilo increments
Mini-units	10 kilo increments
Kilos	1 kilo increments
Allowed container/package types:	Barrels, drums, Super Sacks, boxes, bags, or other sealed containers only (i.e., no dump truck open pouring or stockpiling).

- (d) Odd-lots will be subject to special handling charges by the Refinery and deducted from the Price.
- (e) Shipments delivered that fail to meet Quality or Delivery specifications set forth herein will be suspended and stored at the Refinery, with no risk to Buyer, at Seller's expense, until Buyer and Seller come to a mutual agreement, or until Seller makes arrangements to retrieve Products. Failure by Seller to retrieve rejected shipments within thirty (30) days of its receipt of written notice of nonconformance shall constitute an Event of Default.
- (f) If Seller fails to produce for Delivery the Quantity in accordance with Clause 5 after Commencement not due to Force Majeure, a grace period of 30 Business Days will be allowed to rectify this failure. In the event that the Seller is unable to maintain deliveries as per the Quantity, Buyer and Seller

will negotiate in good faith to determine how quickly the situation may be resolved and what deliveries may be forthcoming. Should the two parties fail to reach a solution within 15 Business Days of such a negotiation, Seller's failure to deliver the Quantity shall constitute an Event of Default and the Buyer shall have the right to terminate this Agreement immediately by written notice to Seller.

## 8. PRICE

The price of the Products shall be the sum of the metal payments less the deductions as specified below:

# (a) Metal Payments:

Gold:

Eighty-five (85%) percent of the final gold content and weight, based on the Final Assay conducted by the Refinery, shall be paid for at the mean of the official London Gold Fix am/pm US Dollar quotations for gold, as published on the day of the Refinery's Final Assay.

# (b) Deductions:

- Bank wire and transfer fees, disposal and handling of hazardous materials (if any), charge-backs from Refinery, and reimbursement for any direct costs incurred by Buyer attributed to Seller as per the provisions of this Agreement.
- ii. Refinery's sampling charges, if any, shall be split evenly by Buyer and Seller, with Seller's portion to be set-off as a deduction.
- iii. Odd-lot and special handling charges assessed by the Refinery related to Delivery.
- iv. Refinery's regular treatment and refining charges shall be paid for by <u>Buyer</u>, unless the lot is later rejected for failure to meet Quality or Delivery requirements.
- v. Buyer reserves the right to set-off any amount past due as a deduction.

## 9. PAYMENT

- (a) All payments shall be in US Dollars by domestic bank to bank wire transfer to the Seller's nominated account.
- (b) Payment of the entire Price shall be paid within 3 Business Days following the completion of Final Assay conducted by the Refinery.
- (c) Buyer's failure to pay for any Payment of purchase Price when due shall constitute an Event of Default and Seller has the right to claim compensation from Buyer based on the damages caused by Buyer's failure to make Payment.

#### 10. TITLE AND RISK

- (a) Risk in the Products within each shipment will pass from the Seller to Buyer when the Products in question are picked up by the Seller.
- (b) Title to Products within each shipment passes from the Seller to the Buyer upon the Buyer making full payment of the Price to Seller.

## 11. INSURANCE

- (a) Insurance shall be covered by Seller until risk passes from the Seller to Buyer as per Clause 10(a).
- (b) Insurance shall be covered by Buyer upon the transfer of Risk from Seller to Buyer, as per Clause 10(a), until Title passes to Buyer.

# 12. WEIGHING, SAMPLING, ASSAYING

- (a) The operations of analyzing, weighing, sampling, and assaying shall be carried out by the Refinery at the Delivery location in the usual technical manner. The final payable weight and purity of the Product content thus determined (the "Final Assay") shall be final and binding for settlement purposes.
  - Before-Melt Weight. The weight specified on the Seller's courier documents, minus estimated packaging weight, shall be used as a benchmark for the "Before-Melt Weight."
  - ii. After-Melt Weight. The weight of the Product after being process and smelted, as determined by Refinery's final weight measurements will be the "After-Melt Weight."
  - iii. Melt-loss. The difference between Before-Melt and After-Melt Weight is called "Melt-loss." Melt-loss occurs industry wide in the regular course of refining, even with doré bars, due to the removal of moisture, impurities, and by-products, and depending on purity.
  - iv. Buyer and Seller acknowledge that Melt-loss occurs and that the weight of the Products as Delivered may not proportionally translate into monetary value realized.
- (b) Umpire Assay. If a dispute as to the results of a Final Assay arises, the Seller shall have the right to appoint an internationally recognized assay company to conduct an assay to determine the accuracy of the Final Assay (the "Umpire Assay").
  - If the difference between the results of both parties is not more than 0.5%, then the exact mean of the two results shall be taken as the agreed assays for the purpose of final accounting.
  - ii. In the event of greater difference in assay exchange than 0.5%, a second Umpire Assay shall be made by an umpire laboratory to be mutually agreed upon between the Buyer and the Seller, which shall be one of the following.
    - a. ALS
    - b. Inspectorate
    - c. Auric

- b. If the second Umpire Assay falls between the results of the two parties, the arithmetical mean of the two assays that are nearest each other shall be taken as the agreed assay for the purpose of final accounting.
- c. If the second Umpire Assay falls outside the results of the two parties, the middle of the three results shall be final. If the umpire results coincides with the prior result of either of the two parties or is the exact mean of the prior results, the second Umpire Assay shall be final.
- d. The cost of the umpire assay shall be borne equally by the parties hereto.
- e. In addition, Seller shall have the right to have a person present at all times during the refining process contemplated hereby.

## 13. REPRESENTATIONS AND WARRANTIES

- (a) Seller represents and warrants to Buyer that it has (or will have within the timeframes contemplated hereby) the capacity to deliver and sell the Product.
- (b) Buyer represents and warrants to Seller that: (i) it has the capacity to pay for the Product; (ii) it is duly incorporated and in good standing within the laws of the State of its incorporation; (iii) it has the corporate power and authority and all licenses and permits required by governmental authorities to execute, deliver and perform this Agreement; (iv) this Agreement has been or will have been duly authorized, executed and delivered by Buyer and is the legal, valid and binding obligation of Buyer, enforceable in accordance with its terms; (v) neither the execution and delivery by Buyer of this Agreement nor the consummation by it of the transactions contemplated hereby will violate, breach, be in conflict with, or constitute a default under, or permit the termination or the acceleration of maturity of, or result in the imposition of any lien, claim or encumbrance upon any property or asset of Buyer pursuant to, its certificate of incorporation or bylaws, or any note, bond, indenture, mortgage, deed of trust, evidence of indebtedness, loan or lease agreement, other agreement or instrument, judgment, order, injunction or decree by which Buyer is bound, to which it is a party, or to which its assets are subject; and (vi) Buyer is not required to submit any notice, declaration, report or other filing or registration with any governmental authority or instrumentality in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.
- (c) Seller and Buyer each covenant to indemnify, defend and hold harmless the other's officers, directors, stockholders, lenders and affiliates from any claims by or liabilities to such third parties, including any legal or other expenses incurred in connection with the defense of such claims, if any of the foregoing arise as the result of the representations made herein being materially untrue.

# 14. FORCE MAJEURE

(a) Neither party shall be liable to the other if it is rendered unable by an event of Force Majeure to perform in whole or in part any obligation or condition of this Agreement, except for any payment or indemnification obligations, for so long as the event of Force Majeure exists and to the extent that performance is hindered by the event of Force Majeure. During the period

that performance by one of the parties of a part or whole of its obligations has been suspended by reason of an event of Force Majeure, the other party likewise may suspend the performance of all or a part of its obligations to the extent that such suspension is commercially reasonable, except for any payment and indemnification obligations. The party rendered unable to perform shall give written notice to the other party within three (3) business days after receiving notice of the occurrence of a Force Majeure event and the volume of products affected. Such party also shall promptly notify the other when the event of Force Majeure is terminated.

- (b) In the event of suspension of performance under this Agreement by reason of the Seller or Buyer giving notice under this clause, the Agreement shall be each time extended for a period equal to the period of suspension. In the event that a party's performance is suspended due to an event of Force Majeure in excess of 3 months from the date that notice of such event is first given, and so long as such event is continuing, either party, in its sole discretion, may terminate this Agreement by written notice to the other, and neither party shall have any further liability to the other in respect of this Agreement except for the rights and remedies previously accrued under this Agreement, including any payment obligations.
- (c) "Force Majeure" means a cause or event reasonably beyond the control of a party, including, but not limited to fires, earthquakes, lightning, floods, explosions, storms, adverse weather, landslides and other acts of natural calamity or acts of god; navigational accidents or maritime perils; vessel damage or loss; strikes, grievances, actions by or among workers or lockouts (whether or not such labor difficulty could be settled by acceding to any demands of any such labor group of individuals); accidents at, closing of, or restrictions upon the use of mooring facilities, docks, ports, harbors, railroads or other navigational or transportation mechanisms; disruption or breakdown of, storage plants, terminals, machinery or other facilities; acts of war, hostilities (whether declared or undeclared), civil commotion, embargoes, blockades, terrorism, sabotage or acts of the public enemy; any act or omission of any governmental authority; good faith compliance with any other, request or directive of any governmental authority; curtailment, interference, failure or cessation of supplies reasonably beyond the control of a party; or any other cause reasonably beyond the control of a party, whether similar or dissimilar to those above and whether foreseeable or unforeseeable, which, by the exercise of due diligence, such party could not have been able to avoid or overcome. A party's inability economically to perform its obligations under this Agreement shall not constitute an event of Force Majeure.

# 15. SUSPENSION OF QUOTATIONS

The "London Gold Fix" set by the London Gold Market Fixing Ltd., the LBMA, or any successor quotation system, specified under this Agreement are the quotations in general use for the pricing of the gold products. In the event that any of these price quotation systems cease to exist or cease to be published or should no longer be internationally recognized as the basis for the settlement of gold related contracts, then upon the request of either party, the Seller and the Buyer will promptly consult together with a view to agree on a new pricing basis and on the date for bringing such basis into effect. The basic objective will be to secure the continuity of fair pricing.

## DISPUTE RESOLUTION

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Utah or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in the mining industry and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

## 17. CHOICE OF LAW

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

## 18. LICENCES

The Seller undertakes that all the necessary licenses and all other authorizations required for the Products have been obtained (and/or will be obtained) for the entire quantity covered by this Agreement. The Seller furthermore guarantees that such licenses will remain in force for the full life of the Agreement.

## 19. ASSIGNMENT

Without the prior written consent of the other party, which consent shall not be unreasonably withheld, neither party may assign its rights or obligations under this Agreement in full or in part except that the Seller shall be entitled to assign its rights under this Agreement by way of security to providers of funding to the Seller without the consent of the Buyer.

# 20. DEFAULT

- (a) Upon the occurrence and during the duration of an Event of Default, the Non-Defaulting Party may in its sole discretion:
  - notify the Defaulting Party of an early termination date (which shall be no earlier than the date of such notice) on which this Agreement and the transactions contemplated hereunder shall terminate;
  - ii. withhold any payments due to the Defaulting party until such Event of Default is cured; and/or
  - iii. suspend performance of its obligations under this Agreement until such Event of Default is cured.

If a notice of an Early Termination Date is given under this Clause 20, the Early Termination Date will occur on the designated date whether or not the relevant Event of Default is then continuing.

(b) If an Early Termination Date is established, the Non-Defaulting Party:

- i. shall in good faith calculate its aggregate net gains, or losses and costs resulting from the termination of the Agreement and notify the Defaulting party of the aggregate net amount owed or owing as of the Early Termination Date, or, if that is not reasonably practicable, as of the earliest date thereafter that is reasonably practicable.
  - 1. If the aggregated amount shows a net loss, the <u>Defaulting party shall</u>, within ten (10) days of its receipt of such notice, <u>pay</u> an amount equal to that loss to the Non-Defaulting Party, including interest at 12% above LIBOR from the Early Termination Date until paid, plus any other amounts dues and owing under this Agreement (or otherwise) to the Non-Defaulting Party.
  - If the aggregated amount shows a net gain the <u>Non-Defaulting Party shall</u>, after giving effect to any setoff rights in accordance with Clause 20(b)ii and subject to Clause 20(c), <u>pay</u> the net amount without interest to the Defaulting Party on the date twenty (20) days after the Early Termination Date.
- ii. may (at its election) set off any or all amounts which the Defaulting Party owes to the Non-Defaulting Party under this Agreement or otherwise against any or all amounts which the Non-Defaulting Party owes to the Defaulting Party under this Agreement or otherwise.
- (c) Each party acknowledges that the payment obligations set forth in this Clause are a reasonable approximation of the anticipated harm or loss and acknowledges the difficulty of estimation of actual damages, and each party hereby waives the right to contest such payments as unenforceable, a penalty or otherwise. Neither party shall be entitled to recover any additional damages as a consequence of such harm or loss.

# 21. INDIRECT LOSSES

Neither the Seller nor the Buyer shall be liable, whether in Agreement or otherwise, for indirect, consequential or special damages or losses of whatsoever nature, however caused.

## 22. CHANGE OF CONTROL

In the event of any actual change in the organization, control or management of the Seller, including without limitation, a change to the majority shareholding or privatization or equivalent process of the Seller, subject always to Clause 19, herein, this Agreement will not be changed or in any way modified and shall continue in full force and effect.

# 23. CONFIDENTIALITY

Each party shall use its best efforts to ensure that the provisions of this Agreement, and all information disclosed to it concerning the other party, and its assets, and businesses, and other information not otherwise publicly available, shall be kept confidential and shall, unless otherwise required by law, not be disclosed without the consent of other party to anyone other than:

- to their shareholders and their affiliates, directors, officers, employees, accountants, consultants, counsel and representatives of each party or prospective lenders to each party;
- (b) to any proposed transferee;
- (c) in connection with legal proceeding or required filings with Government agencies, courts, stock exchanges or other regulatory agencies.

If such information is so disclosed to any such person or entity, each party agrees to use its best efforts to cause such person or entity to keep such information confidential.

## 24. NOTICES

All notices, requests and other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made when sent by first class mail, postage paid, or via fax addressed to:

#### Seller

NOBLE METAL KINGS, LLC 2228 Keller Lane Salt Lake City, UT 84109 Attn: Mr. Laman Milner

Electronic mail: laman.milner@gmail.com

## Buyer

CAPITAL FINANCIAL GLOBAL, INC. 368 S. Rio Grande Street, Suite 250 Salt Lake City, UT 84101

Fax: 801-747-2001 Attn: Mr. Paul Norat

Electronic mail: legal@capfiglobal.com

# 25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject-matter hereof and supersedes any previous agreements between the patties relating to the subject-matter. Each party acknowledges and represents that it has not relied on or been induced to enter into this Agreement by any representation, warranty or undertaking other than those expressly set out in this Agreement. A party is not liable to the other party for a representation, warranty or undertaking of whatsoever nature that is not expressly set out in this Agreement.

In witness whereof, the Parties hereto have executed this Agreement on the date written above:

NOBLE METAL KINGS, LLC 2228 Keller Lane Salt Lake City, UT 84109 CAPITAL FINANCIAL GLOBAL, INC. 358 Rio Grande Street, Suite 250 Salt Lake City, UT 84101

	/	t	)
By:			

Name: Laman Milner Title: Manager Ву:\_\_\_\_\_

Name: Paul Norat

Title: Chief Executive Officer

In witness whereof, the Parties hereto have executed this Agreement on the date written above:

NOBLE METAL KINGS, LLC	CAPITAL FINANCIAL GLOBAL, INC.		
2228 Keller Lane	358 Rio Grande Street, Suite 250		
Salt Lake City, UT 84109	Salt Lake City, UT 84101  DocuSigned by:		
By:	By: By:		
Name: Laman Milner Title: Manager	Name: Paul Norat Title: Chiế/朱和9年②〇個样Aぞ4A2		

## APPENDIX I

The "Mine"

# THE DOC WATSON PROJECT Or GOLD REMEDY MINE

# MOHAVE COUNTY, ARIZONA

The Doc Watson Property is held by Dwayne (Doc) C. Watson, under the company name Gold Remedy Mine. DWRGM, LLC, is listed as the Gold Remedy Mine operator in the Mine Safety and Health Administration (MSHA), Mine Data Retrieval System, with an address of 1000 Nevada Way, Suite 206, Boulder City, Nevada, 89005.

It comprises approximately 4,272 acres:

- 1. Section 13, Township 29 North, Range 18 West
  - a. The entire southwest ¼ of Section 13 approximately 160 acres
  - b. The southwest ¼ of the southeast ¼ of Section 13 approximately 40 acres
  - c. The southeast ¼ of the southwest ¼ of Section 13 approximately 40 acres.
- 2. Township 29 North, Range 18 West
  - a. Section 14 all, approximately 640 acres, BLM unpatented placer claims
  - b. Section 22 all, approximately 640 acres, BLM unpatented placer claims
  - c. Section 24 the northwest ¼, the southwest ¼ and the southeast ¼ of Section 24, approximately 480 acres, BLM unpatented placer claims
  - d. Section 27 all, approximately 640 acres, private surface and minerals
  - e. Section 36 approximately  $\frac{1}{2}$  of Section (but author unclear as to exact location), approximately 320 acres, BLM unpatented placer claims
- 3. Township 29 North, Range 17 West
  - a. West ½ Section 19, approximately 320 acres, private surface and minerals
  - b. Section 21 the southeast ¼ and the southwest ¼ of the northwest ¼, the southeast ¼ and the southwest ¼ of the northeast ¼, the northwest ¼ and the northeast ¼ of the southwest ¼, and the northwest ¼ and the northeast ¼ of the southeast ¼, approximately 320 acres of "minerals rights".
  - c. Section 30 all, approximately 640 acres, BLM unpatented placer claims