

ASSET DIGITIZATION SERVICE AGREEMENT

THIS ASSET DIGITIZATION SERVICE AGREEMENT No. 0002 (this "Agreement") is entered into and made effective as of the 5th day of April, 2017 (the "Effective Date"), by and between Orebis Pool LLC, a Delaware limited liability company with its principal offices at 25 Broadway, New York, NY 10001 (the "Company"), and 130 INTERNATIONAL INC., an incorporated Company under the Alberta Business Corporation Act with its principal offices located at 255-16 Midlake Blvd. SE, Calgary, Alberta T2X1J2 CANADA ("Claim Owner"). Claim Owner and the Company are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

BACKGROUND

The Company licenses certain rights with respect to an immutable distributed ledger (the "Ledger"), which utilizes a secure database technology commonly known as blockchain for the digitization of Smart Certificates, called "Orebis," to digitally represent and record certain Proven Gold Reserves on the Ledger. Claim Owner desires to engage the Company, and the Company desires to accept such engagement, for the purpose of facilitating the fractional representation and digitization of the Claim Reserves on the Ledger in the form of Orebis pursuant to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

Section 1. Definitions. The following terms have the meanings specified or referred to in this Section 1.

"Account Holder" any person registered with and having an account on the Ledger.

"Action" has the meaning set forth in Section 11(g).

"Act of Insolvency" means the occurrence of any of the following with respect to any Party hereto:

a. making a general assignment for the benefit of, entering into a reorganization, arrangement, or composition with creditors;

b. admitting in writing that such Party is unable to pay its debts as they become due;

c. seeking, consenting to or acquiescing in the appointment of any trustee, administrator, receiver or liquidator or analogous officer of such Party or any material part of such Party's property;

d. the presentation or filing of a petition in respect of such Party (other than by the other Party to this Agreement in respect of any obligation under this Agreement) in any court or before any agency alleging or for the bankruptcy, winding-up or

insolvency of such party (or any analogous proceeding) or seeking any reorganization, arrangement, composition, re-adjustment, administration, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such petition not having been stayed or dismissed within thirty (30) days of its filing (except in the case of a petition for winding-up or any analogous proceeding, in respect of which no such 30 day period shall apply); or

e. the appointment of a receiver, administrator, liquidator or trustee or analogous officer of such Party or over all or any material part of such Party's property.

“BLM” means the U.S. Department of the Interior Bureau of Land Management.

“Claim” means that certain **Claim No. JBSCH#3, as more particularly described on Exhibit A** attached hereto.

“Claim Owner” has the meaning set forth in the preamble hereto.

“Claim Reserves” means those certain Proven Gold Reserves further described in the Claim.

“Code” means the Uniform Commercial Code as in effect in the Province of ALBERTA on the date hereof and as amended from time to time, except to the extent that the conflict of law rules of such Uniform Commercial Code shall apply the Uniform Commercial Code as in effect from time to time in any other state to specific property or other matters.

“Collateral” has the meaning set forth in Section 6.

“Company” has the meaning set forth in the preamble hereto.

“Default Notice” means notice delivered to a Party pursuant to this Agreement that an Event of Default under Section 12 has occurred.

“Digitization Fee” has the meaning set forth in Section 4(a).

“Encumbrance” means any charge, claim, community property interest, pledge, condition, equitable interest, lien (statutory or other), option, security interest, mortgage, deed of trust, easement, encroachment, encumbrance, right of way, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

“Event of Default” has the meaning set forth in Section 12.

“Governmental Authority” has the meaning set forth in Section 10(d).

“Initial Term” has the meaning set forth in Section 5.



“**Law**” has the meaning set forth in Section 10(d).

“**LBMA**” means the London Bullion Market Association.

“**Ledger**” has the meaning set forth in the preamble hereto.

“**Material Adverse Change**” means a material adverse change in the business, operations or condition (financial or otherwise) of Claim Owner, or with respect to the Claim, including, without limitation, the Claim Reserves and the Collateral.

“**Nominee**” means Orebots Corp., a Delaware corporation and affiliate of the Company, which acts as the management company for the Company.

“**Orebots**” has the meaning set forth in the preamble hereto.

“**Permits**” means all permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances, plans and similar rights obtained, or required to be obtained, from Governmental Authorities.

“**Proven Gold Reserves**” means the amount of gold of any Claim that is verified and evidenced by appropriate, written independent geological, engineering reports or certifications as required by the Company in its reasonable discretion, as being unrefined Gold at the site of and subject to such Claim.

“**Removed Gold**” has the meaning set forth in Section 10(k).

“**Renewal Fee**” has the meaning set forth in Section 4(d).

“**Renewal Period**” has the meaning set forth in Section 5 hereof.

“**Required Documentation**” means all documentation required to validate Claim Owner’s title to the Claim and the Claim Reserves, including, without limitation, the chain of custody with respect thereto, and support any requested Know Your Customer/Anti-Money Laundering purposes, including, without limitation:

a. Corporate documentation, including: Certificate of Incorporation and Bylaws (or other applicable organizational documentation), with all amendments thereto, corporate resolutions authorizing the purchase of the Claim and entry into this Agreement, tax returns, financial statements (balance sheet, income statement, etc.), relevant credit information, and any other relevant corporate documentation;

b. Proof of title/chain of custody documentation, including: proof of claim ownership, title opinion from local counsel, recorded location notice and non-recourse sales agreement (if applicable)

c. Geological reports from acceptable third party Geologists licensed by the appropriate Governmental Authority.

d. Documentation related to updates and verifications, including: updates and re-certifications with respect to any Required Documentation and reaffirmations and renewals of the representations and warranties set forth in Section 11 hereof, in each case as requested from time to time by the Company;

e. To the extent required by Law or any Governmental Authority, or otherwise to the extent available, title and other insurance policies and other documentation relating to the Claim; and

f. Proof of payment of the required BLM maintenance fee and any additional fees since submission of the location notice. NOT APPLICABLE

All Required Documentation furnished to the Company shall be accompanied by a notarized certificate executed by an authorized officer of Claim Owner, certifying, to such officer's knowledge, as to the authenticity and accuracy of the Required Documentation.

“Services” means the Company's services with respect to providing access to the Ledger for the digitization and recordation of Orebits pursuant to Section 2 hereof, substitution pursuant to Section 8 hereof, and transfer pursuant to Section 9 hereof.

“Smart Certificate” means a digital representation of a fractional ownership of Proven Gold Reserves. A Smart Certificate includes all data used to create such Smart Certificate, which data is immutable and cannot be changed once it is posted to the ledger.

“Solvent” means with respect to any person on any date of determination, that on such date (a) the fair value of the property of such person is greater than the total amount of liabilities, including contingent liabilities, of such person, (b) the present fair salable value of the assets of such person is not less than the amount that will be required to pay the probable liability of such person on its debts as they become absolute and matured, (c) such person does not intend to, and does not believe that it will, incur debts or liabilities beyond such person's ability to pay such debts and liabilities as they mature, (d) such person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such person's property would constitute an unreasonably small capital and (e) such person is able to pay its debts and liabilities, contingent obligations and other commitments as they mature in the ordinary course of business. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

“Substitution Fee” has the meaning set forth in Section 4(b).

“Substituted Gold” means gold bullion (with a minimum fineness of 995.0 parts per thousand, fine gold (i.e. .995) substituted for Proven Gold Reserves pursuant to Section 8



“Taxes” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

“Tax Event” means (i) any action taken by a government taxing authority or brought in a court of competent jurisdiction (regardless of whether such action is taken or brought with respect to a Party to this Agreement), or (ii) a change in the fiscal or regulatory regime (including, but not limited to, a change in law or in the general interpretation of law but excluding any change in any rate of tax).

“Tax Return” means any return, declaration, report, claim for refund, information return or statement or other document relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“Term” means the Initial Term and all subsequent Renewal Periods.

“Termination” has the meaning set forth in Section 7(b).

“Transfer Fee” has the meaning set forth in Section 4(c).

“Troy Ounce” means the measure commonly used with respect to gold and other precious metals. One Avoirdupois ounce (oz) is equal to approximately 0.911458 Troy Ounces (oz t).

Section 2. Engagement; Scope of Services. Subject to the terms of this Agreement, Claim Owner hereby engages the Company to facilitate the fractional representation, digitization and recordation of the Claim Reserves on the Ledger in the form of Orebits and the transfer of such Orebits to other Account Holders from time to time (collectively, the “Services”). One (1) Orebit shall be recorded on the Ledger for every five (5) Troy Ounces of Claim Reserves provided as Collateral by Claim Owner. Claim Owner understands and acknowledges that the foregoing ratio of 5:1 is applied to adjust for the risk of error in the geological or engineering reports with respect to the Claim Reserves and other risk undertaken by the Company in connection with this Agreement and the transactions contemplated hereby.

Section 3. Contributed Claim Reserves; Required Documentation. The Claim Reserves provided as Collateral by Claim Owner shall constitute one hundred percent (100%) of the Proven Gold Reserves included in the Claim. Claim Owner shall furnish to the Company the Required Documentation on or prior to the Effective Date and from time to time during the Term, as requested by the Company.

Section 4. Fees. As consideration for the Services, Claim Owner shall pay to the Nominee, the following fees (collectively, the “Fees”):



a. A digitization fee in the amount of four percent (4%) of the value of the Claim Reserves (the “Digitization Fee”), which value shall be the number of Troy Ounces comprising the Claim Reserves, multiplied by the value per Troy Ounce according to LBMA AM gold price in effect on the Effective Date.

b. upon substitution pursuant to Section 8, a substitution fee in the amount of two tenths of a percent (0.2%) of the value of the Substituted Gold (the “Substitution Fee”), which value shall be the number of Troy Ounces of Substituted Gold, multiplied by the value per Troy Ounce according to the LBMA AM gold price in effect on the date of substitution.

c. upon transfer pursuant to Section 9, a transfer fee in the amount of two one hundredths of a percent (0.02%) of the value of the Claim Reserves represented by the Orebits which have been transferred pursuant to Section 9 (the “Transfer Fee”).

d. Upon renewal of this Agreement pursuant to Section 5, a renewal fee in the amount of four percent (4%) of the value of the Claim Reserves (the “Renewal Fee”), which value shall be the number of Troy Ounces comprising the Claim Reserves, multiplied by the value per Troy Ounce according to LBMA AM gold price in effect on the Effective Date.

All Fees due hereunder shall be paid when due in cash by wire transfer of immediately available funds; provided, however, that the Company may, in its sole discretion, accept payment in any other manner or form, including, without limitation, in Orebits.

Section 5. Term. The term of this Agreement shall commence on the Effective Date, and shall continue for an initial term ending on the tenth (10th) anniversary thereof (the “Initial Term”), unless sooner terminated pursuant to the terms of this Agreement. Claim Owner shall have the option, upon written notice to and subsequent approval from the Company, at any time prior to the expiration of the Initial Term, and of each Renewal Period thereafter, to extend the term of this Agreement for an additional ten (10) year period (a “Renewal Period”), beginning on the last day of the Initial Term or prior Renewal Period, as the case may be; provided, however, that this Agreement may be earlier terminated pursuant to Section 7.

Section 6. Collateral. As security for the obligations of Claim Owner under this Agreement, including, without limitation, under Section 7(b), Claim Owner hereby grants to the Company a security interest (the “Security Interest”) of not less than first priority in all right, title and interest of the Claim Owner pursuant to the Claim and with respect to (i) any gold severed or extracted therefrom (whether “as extracted,” as inventory or held as Retained Gold hereunder, including any proceeds, products, accessions, rents and profits of or received by Claim Owner in respect thereof, and including as-extracted mineral interests from Claim Owner’s present and future operations and all Accounts, General Intangibles and products and Proceeds thereof (as such terms are defined in the Code) or related thereto, regardless of whether any such minerals are in raw form or processed for sale and regardless whether or not Claim Owner had an interest in the minerals before extraction or severance; (ii) to the extent, if any, not included in clause (i)



above, each and every other item of personal property, whether now existing or hereafter arising or acquired, including, without limitation, all licenses, contracts and agreements, and all collateral for the payment or performance of any contract or agreement, together with all products and Proceeds (including all insurance policies and proceeds) of any Accessions (as such term is defined in the Code) to any of the foregoing; and (iii) all present and future business records and information, including computer tapes and other storage media containing the same and computer programs and software (including, without limitation, source code, object code and related manuals and documentation and all licenses to use such software) for accessing and manipulating such information (collectively, the "Collateral"). The foregoing may be evidenced by and subject to the terms of such security agreements, financing statements, deeds or mortgages (including, without limitation, a deed of trust), and other documents as the Company shall reasonably require, all in recordable form (as applicable) and substance satisfactory to the Company. Claim Owner shall be responsible for and shall pay to the Company immediately upon demand the full amount of all charges, costs and expenses (to include fees paid to third parties), expended or incurred by the Company in connection with creating, perfecting or otherwise involving the Security Interest, including without limitation, filing and recording fees, recording taxes, attorneys fees and costs of appraisals, audits and title opinions or title insurance. Claim Owner acknowledges that the foregoing charges, costs and expenses are separate and apart from the Digitization Fee and all other Fees described in Section 4.

Section 7. Termination.

a. This Agreement shall automatically terminate upon expiration of the Initial Term, unless renewed pursuant to Section 5, and if renewed, upon expiration of each Renewal Period, unless further renewed pursuant to Section 5. Notwithstanding the foregoing, this Agreement shall terminate pursuant to the following:

i. Termination without Default or Breach. The Company may terminate this Agreement for any reason upon thirty (30) calendar days' prior written notice to Claim Owner.

ii. Automatic Termination upon Default. The Company shall have the right to terminate this Agreement automatically upon the occurrence of any Event of Default. Unless otherwise provided herein, termination pursuant to this Section 7(a)(ii) may be effected without notice to Claim Owner.

b. Effect of Termination. Upon termination of this Agreement pursuant to this Section 7 ("Termination"):

i. Claim Owner shall, on the date of Termination, return, relinquish, transfer, convey and assign to the Company either: (A) for cancellation, all Orebits representing the Claim Reserves, or (B) for cancellation, all Orebits then held by Claim Owner at the time of Termination, if any, plus one (1) Troy Ounce of Substituted Gold for each Orebit which is not then held by Claim Owner (and thus cannot be returned) at the time of Termination, plus the Substitution Fee for such Substituted Gold pursuant to Section 8; and



ii. provided Claim Owner has satisfied its obligations pursuant to Section 7(b)(i), the Company shall terminate the Security Interest with respect to the Collateral, and the Collateral shall be released.

Except as otherwise provided in this Agreement, following the effective date of Termination, the provisions of this Agreement shall be of no further force or effect. Notwithstanding anything herein to the contrary, the provisions contained in Sections 13 and 14 shall survive termination of this Agreement.

Section 8. Substitution. Claim Owner may, at Company's sole discretion and upon Termination pursuant to Section 7(b)(i) and upon payment of the Substitution Fee, exchange Substituted Gold for any Orebits which are not returned upon such Termination. Claim Owner shall be responsible for and shall pay to the Company immediately upon demand the full amount of all charges, costs and expenses (to include fees paid to third parties), expended or incurred by the Company in connection with any substitution of Substituted Gold pursuant to this Section 8, including without limitation, costs for storage, transportation and insurance, as well as attorney's fees. Claim Owner acknowledges that the foregoing charges, costs and expenses are separate and apart from the Substitution Fee and all other Fees described in Section 4.

Section 9. Transfer. At any time during the Term, Claim Owner may, at Claim Owner's election and upon payment of the Transfer Fee, transfer any number of Orebits, or a fraction thereof, to any other Account Holder, provided such transfer is recorded on the Ledger.

Section 10. Covenants. Claim Owner agrees that, at all times during the Term:

a. **Required Documentation.** Claim Owner shall furnish the Company with (i) copies of the annual financial statements (balance sheet, income statement, etc.) within sixty (60) days of the end of each fiscal year, (ii) copies of the Claim Owner's Tax Returns within thirty (30) days of the filing of such returns with the applicable taxing authority, (iii) and such other Required Documentation from time to time upon the request of the Company or within five (5) business days of any change in such documentation, it being understood that the Company shall require certain of the Required Documentation to be provided no less frequently than annually.

b. **Existence.** Claim Owner shall preserve Claim Owner's [corporate] existence and all Permits necessary for the conduct of its business; Claim Owner will not change its state of incorporation, formation or organization, as applicable, without providing thirty (30) days prior written notice to the Company, and Claim Owner will not change its name without providing thirty (30) days prior written notice to the Company;

c. **Collateral.** Claim Owner shall not sell, assign, or otherwise dispose of any portion of the Collateral except as explicitly permitted by this Agreement or otherwise consented to in writing by the Company. Claim Owner shall faithfully preserve and protect the Security Interest as a prior perfected security interest under the Code, superior and prior to the rights of all third parties, and will do all such other acts and things and



will, upon reasonable request therefor by the Company, execute, deliver, file and record, and Claim Owner hereby authorizes the Company to so file, all such other documents and instruments, including, without limitation, financing statements, security agreements, assignments and documents and powers of attorney with respect to the Collateral, and pay all filing fees and taxes related thereto, as Claim Owner in its reasonable discretion may deem necessary or advisable from time to time in order to attach, continue, preserve, perfect, and protect the Security Interest (including the filing at any time or times after the date hereof of financing statements under, and in the locations advisable pursuant to, the Code) and Claim Owner acknowledges that any such costs or fees associated with such actions will be reimbursed by Claim Owner pursuant to the provisions of Section 14 of this Agreement; and, Claim Owner hereby irrevocably appoints the Company, its officers, employees and agents, or any of them, as attorneys-in-fact for Claim Owner to execute, deliver, file and record such items for Claim Owner and in such Claim Owner's name, place and stead to preserve, continue, perfect and protect the Security Interest. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

d. Compliance with Laws. Claim Owner shall fully comply with all statutes, laws, ordinances, regulations, rules, codes, orders, constitutions, treaties, common laws, judgments, decrees, and other requirements or rules of law (collectively, "Laws," and each, a "Law") of any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction (collectively, "Governmental Authorities"), which are applicable to Claim Owner's business and the Collateral.

e. Permits. Claim Owner shall preserve and maintain valid and in full force and effect all Permits necessary for Claim Owner to hold, maintain and transact in the Claim, the Collateral, and the Claim Reserves, including, without limitation all annual and other fees due to the BLM and other Governmental Authorities to maintain the Claim in good standing.

f. Taxes and Other Liabilities. Claim Owner shall pay and discharge when due any and all indebtedness, obligations, assessments and taxes, both real or personal, including without limitation federal and state income taxes and state and local property taxes and assessments.

g. Notice of Default. As soon as possible and in any event within ten (10) days after the occurrence of each Event of Default and each event which, with the giving of notice or lapse of time, or both, would constitute an Event of Default, continuing on the date of such statement, Claim Owner shall deliver to the Company a Default Notice.

h. Notice of Material Adverse Effect. Claim Owner shall promptly notify the Company of any event, circumstance or condition that had or could be expected to have a Material Adverse Change.

i. Litigation. Claim Owner shall promptly give notice in writing to the Company of any litigation pending or threatened affecting the Claim.

j. Brokers. Claim Owner shall pay all fees, commissions and other amounts owed to any brokers, finders or investment bankers engaged by Claim Owner in connection with the transactions contemplated by this Agreement.

k. Removed Gold. If all or any portion of the Claim Reserves are mined, excavated, extracted, produced or otherwise removed from the ground ("Removed Gold"), Claim Owner shall provide notice to the Company of such mining, excavation, extraction, production or removal within ten (10) days of the initiation thereof.

l. Liens. Claim Owner shall not, nor permit any of its subsidiaries to, create or permit to exist any mortgage, charge, lien or other Encumbrance with respect to the Collateral.

Section 11. Representations and Warranties of Claim Owner. Claim Owner represents and warrants to the Company that the statements contained in this Section 10 are true and correct as of the date hereof. For purposes of this Section, "knowledge of Claim Owner" and any similar phrases shall mean the actual or constructive knowledge of any director or officer of Claim Owner, after due inquiry.

a. Organization and Authority of Claim Owner; Enforceability. Claim Owner is a Company duly organized, validly existing and in good standing under the laws of the Province of Alberta. The exact legal name of Claim Owner is as set forth on the signature page hereto. The address (including county and state) of the Claim of Claim Owner is set forth on Exhibit A hereto. Claim Owner has full [corporate] power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Claim Owner of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Claim Owner. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Claim Owner, and (assuming due authorization, execution and delivery by the Company) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Claim Owner, enforceable against Claim Owner in accordance with their respective terms. Claim Owner also represents and warrants that it has provided the Company with a real estate description sufficient to enable the Company to record a financing statement in the county records sufficient to perfect a security interest in the Claim. Further, Claim Owner represents and warrants that (i) this Agreement creates a valid security interest in favor of the Company, except as may be limited by applicable bankruptcy, insolvency,



reorganization, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity and (ii) the Security Interest granted hereunder in favor of the Company, will constitute a first priority security interest and will be perfected, (A) with respect to the Collateral (other than as-extracted Collateral) of Claim Owner, upon the proper filing of financing statements in the jurisdiction of the state of formation of Claim Owner, to the extent a security interest in such Collateral can be perfected under the Code by the filing of financing statements, and (B) with respect to the as-extracted Collateral of Claim Owner, upon the proper filing of financing statements in the county real estate records in each county identified on Exhibit A hereto as a "Location of Claim" with respect to Claim Owner.

b. No Conflicts; Consents. The execution, delivery and performance by Claim Owner of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the **[certificate of incorporation, by-laws]** or other organizational documents of Claim Owner; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Claim Owner, the Claim or the Claim Reserves; (c) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which Claim Owner is a party or to which the Claim or any of the Claim Reserves are subject; or (d) result in the creation or imposition of any Encumbrance on the Claim Reserves. No consent, approval, waiver or authorization is required to be obtained by Claim Owner from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Claim Owner of this Agreement and the consummation of the transactions contemplated hereby.

c. Claim Reserves. **[Except as set forth on Schedule 10(c),]** Claim Owner owns and has good title to the Claim, free and clear of Encumbrances. The Claim Reserves constitute one hundred percent (100%) of the Proven Gold Reserves included in the Claim. Claim Owner has paid, and shall continue to pay all fees required to maintain the Claim pursuant to requirements of the BLM and any other applicable Government Authority.

d. Permits. Claim Owner holds all Permits, and shall continue to hold all Permits, which are required by any Governmental Authority to hold, maintain, mine, excavate, extract, produce, remove and transact in the Collateral or otherwise to enter into this Agreement and the Transactions contemplated hereby, and all such Permits are valid and in full force and effect. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permits.

e. Compliance With Laws. Claim Owner has complied, and is now complying, and shall continue to comply, with all applicable federal, state and local laws and regulations applicable to ownership and use of the Claim and the Claim Reserves,

including, without limitation mining, excavation, extraction, production and removal of the Claim Reserves.

f. Taxes. All Tax Returns required to be filed by Claim Owner in respect of the Claim and the Claim Reserves and the transactions contemplated by this Agreement have been, or will be, timely filed. Such Tax Returns are, or will be, true, complete and correct in all respects. All Taxes due and owing by Claim Owner (whether or not shown on any Tax Return) have been, or will be, timely paid. Claim Owner is not a party to any Action by any taxing authority. There are no pending or threatened Actions by any taxing authority. There are no Encumbrances for Taxes upon any portion of the Claim or the Claim Reserves, nor is any taxing authority in the process of imposing any Encumbrances for Taxes on any portion of the Claim or the Claim Reserves (other than for current Taxes not yet due and payable).

g. Legal Proceedings. There is no claim, action, suit, proceeding or governmental investigation (“Action”) of any nature pending or, to the knowledge of Claim Owner, threatened against or by Claim Owner (a) relating to or affecting the Claim or the Claim Reserves; or (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

h. Non-reliance. Claim Owner has consulted its own counsel and advisors and conducted its own review and due diligence with respect to this Agreement and the transactions contemplated hereby and is not relying on any statement, advice or representation, whether written or oral, of the Company, its affiliates, or any officer, manager, member, employee, agent or representative thereof, with respect to this Agreement or Claim Owner’s decision to enter into this Agreement or the transactions contemplated hereby. It is understood that no information provided to Claim Owner regarding the Company, Orebots, the Ledger or otherwise relating to the transactions contemplated hereby shall be considered as any form of advice or recommendation to enter into this Agreement, and that neither the Company nor any of its affiliates is acting or has acted as an advisor to the Claim Owner in deciding to enter into this Agreement.

i. Risk. Claim Owner understands and accepts that entering into this Agreement and the transactions contemplated hereby involves certain risks (financial or otherwise), and Claim Owner is willing and able to undertake such risks. Claim Owner represents that it is able to bear any loss associated with this Agreement or the transactions contemplated hereby.

j. Brokers. No broker, finder or investment banker **[other than N/A]** is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Claim Owner. Claim Owner acknowledges and agrees that the Company shall in no way be responsible for any such brokerage, finder’s or other fee or commission.

k. Solvency. Claim Owner is, individually and together with its subsidiaries, if any, on a consolidated basis, Solvent.

l. Full Disclosure. No representation or warranty by Claim Owner in this Agreement or any certificate or other document furnished or to be furnished to the Company pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact, necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

Section 12. Events of Default. Each of the following events or conditions shall constitute an “Event of Default” (whether it shall be voluntary or involuntary or come about or be effected by any applicable Law or otherwise):

a. Claim Owner fails to pay any Fee, or portion thereof, or any other amount payable hereunder when due;

b. Upon Termination, Claim Owner fails to return the Orebits and any Substituted Gold required pursuant to Section 7(b).

c. Claim Owner fails to notify Company if it mines, excavates, extracts, produces or otherwise removes all or any portion of the Claim Reserves from the ground as required pursuant to Section 10(k).

d. Claim Owner fails to pay the fee due to maintain the Claim with the BLM or otherwise fails to maintain the Claim in good standing.

e. there occurs any material adverse change in the geological reporting, surveying or certifications with respect to the Claim Reserves.

f. any representation, warranty, certification or other statement of fact made or deemed made by or on behalf of Claim Owner herein, or any amendment or modification hereof or waiver hereunder, or in any certificate, document, report, financial statement or other document furnished by or on behalf of Claim Owner under or in connection with this Agreement, including, without limitation, any Required Document, proves to have been false or misleading in any material respect on or as of the date made or deemed made;

g. a Tax Event occurs with respect to Claim Owner and, if requested by the Company, an opinion of counsel or other adviser who is qualified (in the sole discretion of the Company) to render such opinion stating that such Tax Event does not have any material adverse effect on the Claim Reserves or the Company’s rights to the Collateral or otherwise under this Agreement cannot or is not provided within [thirty (30)] days of such Tax Event.

h. Claim Owner fails to perform or observe any covenant, term, condition, obligation or agreement contained herein, including, without limitation, the affirmative

covenants set forth in Section 10, and fails to remedy such failure within thirty (30) days of delivery of a Default Notice by the Company;

- i. Claim Owner admits to the Company that it is unable to or intends not to perform or observe any covenant, term, condition, obligation or agreement contained herein;
- j. any Event of Insolvency occurs with respect to Claim Owner;
- k. any Required Document ceases for any reason to be valid, binding and in full force and effect or the Security Interest ceases to be enforceable and of the same effect and priority purported to be created thereby, other than as a result of the acts or omissions of the Company;
- l. (i) any material provision of this Agreement or any Required Document ceases for any reason to be valid, binding and in full force and effect, other than as expressly permitted hereunder or thereunder or as a result of the acts or omissions of the Company; (ii) Claim Owner contests in any manner the validity or enforceability of any provision of this Agreement; or (iii) Claim Owner denies that it has any or further liability or obligation under any provision of this Agreement (other than as a result of Termination) or purports to revoke, terminate or rescind any provision of this Agreement.
- m. there occurs, in the judgment of the Company, a Material Adverse Change.

Claim Owner shall notify the Company within [ten (10)] days of the occurrence of any Event of Default. Upon any Event of Default, Claim Owner shall be responsible for and indemnify the Company pursuant to Section 14 for the amount of all reasonable legal and other professional expenses incurred by the Company in connection with or as a consequence of such Event of Default, together with interest thereon at the current USD Prime Rate on the Date of Default.

Section 13. Remedies. If any Event of Default occurs then the Company may exercise one or more of the following remedies in its sole discretion upon notice to Claim Owner:

- a. terminate this Agreement, in such instance Claim Owner shall immediately return the Orebits and any necessary Substituted Gold to the Company pursuant to Section 7(b) [and pay a termination fee in the amount of N/A];
- b. manage and maintain the Claim, through Nominee, on behalf of Claim Owner at the sole cost and expense of Claim Owner; provided, however, that the foregoing election shall be solely for the purpose of preserving the Collateral and the Company's rights therein and shall in no way be deemed to create a fiduciary duty of the Company with respect to Claim Owner or the Collateral;
- c. foreclose on the Collateral; and



d. exercise any and all other rights and remedies available to the Company under this Agreement, whether at law or in equity.

Neither the Company nor Claim Owner shall be entitled to payment of any consequential losses or damages in the event of any Event of Default or a failure by the other Party to perform any obligation of such other Party under this Agreement.

Section 14. Indemnification. Claim Owner shall indemnify, defend and hold harmless the Company, the Nominee, and each of their officers, directors, members, managers, employees, contractors, agents, representatives, successors and assigns, from and against any and all liability, loss, damage, claim, causes of action, and expenses (including reasonable attorneys' fees), arising from or relating to (i) the Collateral, including, without limitation, securing, perfecting and exercising the Company's rights therein, (ii) any inaccuracy in or breach of any of the representations or warranties of Claim Owner contained in this Agreement, (iii) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Claim Owner pursuant to this Agreement; (iv) any action or omission of Claim Owner; or (v) claims against the Company from Claim Owner or any of its directors, officers, shareholders, employees, contractors, agents, representatives, successors and assigns arising out of the Company's relationship with Claim Owner, including, without limitation, claims alleging the existence of any employment relationship. Claim Owner agrees that liability of Claim owner shall be joint and several liability with other affiliates of Claim owners and shall include other property owned by Claim Owner. Indemnification pursuant to this Section 14 shall extend to and include all expenses, fees and costs, including attorneys' fees, incurred by the Company in defending any action or claim against Claim Owner and pursuant to which this Section 14 is applicable.

Section 15. Notice.

a. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of receipt) or the electronic messaging system available to Account Holders if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses first set forth above (or at such other address for a party as shall be specified in a notice given in accordance with this Section 15).

b. If (x) there occurs in relation to either Party an event which, upon the service of a Default Notice, would be an Event of Default, and (ii) the Party which is not in Default (the "Non-Defaulting Party), having made all practicable efforts to do so, including having attempted to use at least two of the methods specified in clause (a) of this Section 16, has been unable to serve a Default Notice by one of the methods specified in such clause (a) (or such of those methods as are normally used by the Non-



Defaulting Party when communicating with the other Party (the “Defaulting Party”)), the Non-Defaulting Party may sign a written notice (a “Special Default Notice”) which:

- i. specifies the Event of Default which has occurred in relation to the Defaulting Party;
- ii. states that the Non-Defaulting Party, having made all practicable efforts as first set forth in this clause (b), has been unable to serve a Default Notice by one of the methods specified therein on the Defaulting Party;
- iii. specifies the date on which, and the time at which, the Special Default Notice is signed by the Non-Defaulting Party; and
- iv. states that the particular Event of Default shall be treated as an Event of Default as defined under this Agreement with effect from the date and time so specified;

Upon execution of a Special Default Notice, the particular Event of Default shall be treated with effect from the date and time so specified as an Event of Default in relation to the Defaulting Party, and accordingly any applicable requirements under Section 10(f) or Section 12 to serve a Default Notice shall be deemed satisfied by the execution of such Special Default Notice. A Special Default Notice shall be given to the Defaulting Party as soon as practicable after it is executed.

Section 16. Miscellaneous.

a. Relationship of the Parties. The Company is engaged by Claim Owner merely to provide a service as set forth herein. Nothing in this Agreement shall be deemed to constitute either Party as an employee, agent, or representative of the other Party. Neither Party shall have any right to enter into any contract or other binding obligation, or otherwise incur any charge or expense, in the name of the other Party, other than as expressly provided herein.

b. Successors. All the provisions herein contained shall be binding upon and inure to the benefit of the respective successors and permitted assigns of Claim Owner and of the Company; provided, however, that nothing contained in this paragraph shall be construed as a consent by the Company to an assignment of this Agreement or of any interest herein by Claim Owner except as provided in Section 17(k).

c. Counterparts. This Agreement may be executed in any number of counterparts and may be exchanged electronically and subsequently compiled, each compiled version of which shall be an original, but all of which shall constitute one and the same agreement.



d. Time. It is understood and agreed between the Parties that time is of the essence as to this Agreement and to all terms and conditions contained herein, including as to the provision of the Services.

e. Severability. Should any part or provision of this Agreement, for any reason, be declared invalid or illegal, such invalidity or illegality shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid or illegal portions thereof eliminated.

f. Nonbinding Arbitration. In the event of any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the Parties shall first attempt to settle such dispute by non-binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. If settlement is not reached within ninety (90) days after service of a written demand for arbitration, any unresolved controversy or claim shall be settled in a court of competent jurisdiction pursuant to Section 16(g).

g. Applicable Law; Jurisdiction and Venue; Jury Trial Waiver; Rights Cumulative. This Agreement shall be construed, governed and interpreted, and the rights of the Parties hereto shall be determined in accordance with the laws of the State of Delaware without regard to the conflicts of laws provisions thereof. Any and all actions or proceedings, in law or equity, arising out of, relating to or based upon this Agreement shall be instituted exclusively in the federal courts of the United States located in the city of [____], county of [____], state of Delaware, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. The Parties expressly, irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or proceeding in such courts and irrevocably waive and expressly agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient or improper forum. EACH PARTY WAIVES ANY RIGHT TO JURY TRIAL. All rights of the Parties hereunder shall be cumulative with all rights which the Parties hereto may have at law or in equity.

h. Amendments. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. The obligations, rights and remedies of the Parties under this Agreement supersede all previous oral or written communications, memoranda of understanding, letters of intent, term sheets, representations, understandings or agreements between the Parties relating to the subject matter hereof. Any amendments to this Agreement shall be in writing and signed by both the Company and Claim Owner.

i. Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.



j. No Waiver. No waiver of any provision of this Agreement shall be effective against either Party hereto unless it is in writing and signed by the Party granting the waiver. No waiver of any provision hereof shall be deemed a continuing waiver or a waiver of any other provision hereof.

k. Survival. All obligations of the Parties which have accrued as of the Termination of this Agreement shall survive any such Termination. In addition, the provisions of Sections 13 and 14 shall survive any termination or expiration of this Agreement.

l. Assignment. Claim Owner may not assign, sell, transfer, convey, pledge or encumber Claim Owner's rights or obligations under this Agreement in whole or in part to any other person or entity, by operation of law or otherwise, without the prior written consent of the Company. Any attempted assignment by Claim Owner without the Company's prior written consent shall be null and void.

m. Waiver of Immunity. Each Party hereto hereby waives, to the fullest extent permitted by applicable law, all immunity (whether on the basis of sovereignty or otherwise) from jurisdiction, attachment (both before and after judgment) and execution to which it might otherwise be entitled in any action or proceeding in the State of Delaware or of any other country or jurisdiction, relating in any way to this Agreement or any transaction contemplated hereby, and agrees that it will not raise, claim or cause to be plead any such immunity at or in respect of any such action or proceeding.

n. Attorneys' Fees. In the event of any litigation to enforce the provisions of this Agreement, the prevailing Party in such litigation shall be entitled to such reasonable attorney fees as may be fixed by the court.

o. Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

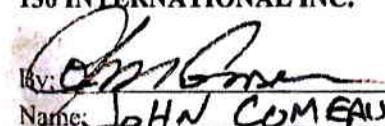
[SIGNATURES NEXT PAGE]



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

"Claim Owner":

130 INTERNATIONAL INC.

By: 
Name: John Comeau
Title: President

"The Company":

OREBITS POOL, LLC

By: 
Name: Scott Mehlman
Title: CEO

EXHIBIT A

Claim

Location of Claim:

The Burwash Creek claim group consists of ten contiguous placer claims located in the Whitehorse Mining District, Yukon. These claims are registered as the JBSCH 1-10 claims with, Grant Numbers P 038915 to P 03924 and 100% owned by THE OWNER. They are located on the N.T.S. Map Sheet 115/006 P; Latitude: 61 ° 25' 0" N; Longitude: 139 ° 13'5" W. Burwash Creek is a tributary of the Kluane River, which is located approximately 7 miles (11.2 km) northwest along the Alaska Highway from Burwash Landing, Yukon. A gravel road off the Alaska Highway is approximately one mile long, running through a Government gravel pit, accesses the Claims. The Alaska Highway is a Government maintained year around highway, which connects Alaska and Yukon to southern Canada and the mainland USA through the Province of British Columbia. The total Burwash Creek property assets are shown in Figure 2.

For additional details of Location refer to NI 43 101F1 included with this Agreement,