

TITLE PAG

DOC # 0229978

10/12/2015

11:00 AM

**Official Record**

Recording requested By  
NETGENESIS INC

Eureka County - NV

Sara Simmons - Recorder

Fee: \$49.00

Page 1 of 11

RPTT:

Recorded By: SGS

Book- 584 Page- 0330



0229978

MINING PATENT PURCHASE AND SALE AGREEMENT

DOCUMENT TITLE

SOLARJOS LLC

REQUESTED BY

## MINING PATENT PURCHASE AND SALE AGREEMENT

This Mining Patent Purchase and Sale Agreement ("Agreement") is made effective as of the 3rd day of October, 2015, between SOLARLJOS, LLC ("Buyer"), and PROSPECT MOUNTAIN GOLD, INC. ("Seller").

### RECITALS:

A. Prospect Mountain Gold, Inc. is the owner of certain patented and unpatented mining claims in Eureka, Nevada described in the attached Exhibit "A";

B. Solarljios is a Nevada limited liability company doing business in the state of Nevada which desires to purchase the patented and unpatented mining claims in the attached Exhibit "A";

C. The patented and unpatented mining claims on Exhibit "A" include, but are not limited to, the following: all the dips, spurs, and angels, and also all the metals, ores, gold and silver bearing quartz, rock and earth therein; and all the rights, privileges and franchises thereto incident, appendant and appurtenant or therewith usually had and enjoyed; and also all and singular and tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues and profits thereof; and

D. The Parties desire to enter into this Agreement under the terms and conditions described below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Agreement, the Parties agree as follows:

### 1. PURCHASE AND SALE OF PROPERTY.

1.1 **Property.** Subject to the terms and conditions of this Agreement, the Seller shall sell to the Buyer and the Buyer shall purchase from the Seller the following patented and unpatented mining claims (the "Property"):

1.1.1 **Patented and Unpatented Mining Claims.** The patented and unpatented mining claims pertaining to the Diamond Mine located in Eureka County, Nevada including but not limited to claims as described in the attached Exhibit "A", together with all fixtures, and other improvements located on such Property, including all the dips, spurs, and angels, and also all the metals, ores, gold and silver bearing quartz, rock and earth therein; and all the rights, privileges and franchises thereto incident, appendant and appurtenant or therewith usually had and enjoyed; and also all and singular and tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues and profits thereof.

1.1.2 **Tangible Personal Property.** All tangible personal property located on or used exclusively in connection with the operation or maintenance of the Property ("Tangible Personal Property").



T [Signature]

**1.1.3 Intangible Personal Property.** All intangible personal property associated exclusively with the operation or maintenance of the Property (the "Intangible Personal Property"), including, without limitation, all land use and business use permits associated with the Property, including, without limitation, mining permits, conditional use permits, and water permits.

**1.2 Purchase Price Amount.** The purchase price ("Purchase Price") is as follows:

**1.2.1** One Hundred Fifty Thousand Dollars (\$150,000.00) in immediately available funds.

**1.2.2** Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) of the first net proceeds from the mining and sale of minerals from the Property allocated to Einar Erickson, Renvic Erickson, Ty Erickson or any of their respective business entities.

**1.3 Purchase Price Payment.** The Purchase Price shall be paid as follows:

**1.3.1** One Hundred Fifty Thousand Dollars (\$150,000.00) in immediately available funds at the time of signing of this Agreement.

**1.3.2** Buyer shall pay Seller Twelve Million Five Hundred Thousand Dollars (\$12,500,000.00) of the first net proceeds from the mining and sale of minerals from the Property allocated to Einar Erickson, Renvic Erickson Ty Erickson and any of their respective entities.

**1.4 Allocation of Purchase Price.** The Purchase Price shall be allocated for federal and state tax purposes by the Buyer and the Seller in accordance with form 8594 and Internal Revenue Code Section 1060 and the corresponding rules and regulations referenced thereto.

**1.5 Conveyance of Title.** Title to the Property shall be conveyed by Seller to Buyer. Title to the Property shall be free and clear of all liens, encumbrances, and restrictions. Seller also warrants that all federal claim maintenance fees have been timely paid for the Property. Seller agrees to sign any and all transfer documents or deeds.

**1.6 Title Insurance.**

**1.6.1 Commitment.** Upon the signing of this Agreement, the Buyer, for the account of the Seller, shall order a Commitment for Title Insurance ("Commitment") issued by First American Title or another reputable title company ("Title Company"), covering the patented mining claims.

**1.6.2 Policy.** The Seller shall purchase and deliver to the Buyer an ALTA Owner's Policy title insurance policy (current revision) ("Policy").

**1.7 Possession.** The Seller shall deliver actual possession of the Property to the Buyer at the signing of this Agreement.



**1.8 Prorated Items.** The following items shall be prorated as of the signing of this Agreement: (i) taxes and water assessments using the last assessments available prior to the signing of this Agreement; (ii) rents; (iii) insurance premiums for insurance purchased by Seller and retained by the Buyer; (iv) interest and reserves on liens, encumbrances, and obligations, if any, expressly assumed in writing by the Buyer; and (v) utilities.

**1.9 Assumption of Obligations.** The Seller acknowledges that the Buyer may or may not, at the option of Buyer, assume or take the Property subject to certain debts, obligations, or liabilities. Any and all debts, obligations and liabilities, contingent or otherwise, which are not expressly assumed or taken subject to in writing by the Buyer on or before Closing are not assumed or taken subject to by the Buyer, shall not be deemed included in the sale, and are retained by the Seller.

## **2. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE SELLER.**

The Seller represents and warrants to, and covenants with, the Buyer as follows:

**2.1 Authority of the Seller.** The execution, delivery, and consummation of this Agreement by the Seller has been duly approved in accordance with applicable law and any documents or instruments governing the Seller. The execution, delivery, and consummation of this Agreement by the Seller will not, with the passage of time, the giving of notice, or otherwise, cause the Seller to be in violation or breach of any law, regulation, contract, agreement, or other restriction to or by which the Seller or the Property is subject or bound. The Seller shall provide to the Buyer (i) a certificate from the State of Nevada indicating that the Seller is in good standing and qualified to do business in Nevada, and (ii) resolutions of the board of directors of the Seller authorizing and approving this Agreement and the transactions contemplated by this Agreement.

**2.2 Consents.** Except as disclosed in writing to the Buyer, no approval or consent of any person, firm, or other entity is required to be obtained by the Seller to permit the Seller to consummate the transactions contemplated by this Agreement.

**2.3 Tax Returns and Audits.** The Seller has filed all property, sales, excise, withholding, franchise, and other tax returns and reports of every nature required to be filed by the Seller accurately reflecting any and all taxes owing to any federal, state, or local taxing authority regarding the Property. There are no unassessed tax deficiencies existing, proposed, or threatened against the Property. There are no outstanding agreements or waivers extending the statutory period of limitation applicable to any tax return of the Seller. No examination or audit of any tax return of the Seller is proposed, threatened, or currently in progress.

**2.4 Property Ownership.** The Seller owns and possesses all right, title, and interest in and to the Property free and clear of all covenants, conditions, easements, liens, and encumbrances.

**2.5 Compliance with Laws.** The Seller has complied in all material respects with all laws, regulations, and orders affecting the Property and is not in default under or in violation of any provision of any federal, state, local or provincial order, rule, regulation or law.



2.6 **No Litigation.** There is no equitable, legal, or administrative suit, action, arbitration, or other proceedings pending or threatened against or affecting the Seller or the Property.

2.7 **Broker Fees.** Seller warrants and represents that there are no brokerage or real estate commission fees for the sale of the Property.

2.8 **Indebtedness.** The Seller shall pay all indebtedness, obligations and liabilities (excluding only those expressly assumed by the Buyer in writing) incurred in connection with the Property.

2.9 **NRS 113.** Seller warrants and represents that all required disclosures under NRS 113 have been disclosed.

2.10 **No Leases.** Seller warrants and represents that it has not entered into any leases or rental agreements encumbering the Property.

3. **HAZARDOUS SUBSTANCES.** *Stila* *RB*

*T* *RB* 3.1 **Definitions.** The terms "hazardous substance," "release," and "removal" shall have the definition and meaning as set forth in Title 42 U.S.C. ' 9601 (or the corresponding provision of any future law); provided, however that the term "hazardous substance" shall include "hazardous waste" as defined in Title 42 U.S.C. ' 6903 (or the corresponding provision of any future law) and "petroleum" as defined in Title 42 U.S.C. ' 6991 (or the corresponding provision of any future law). The term "superfund" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, Title 42 U.S.C. ' ' 9601, *et seq.* (or the corresponding provision of any future law) and any similar statute, ordinance, rule or regulation of any state or local legislature, agency or body. The term "underground storage tank" shall have the definition and meaning as set forth in Title 42 U.S.C. ' 6991 (or the corresponding provision of any future law).

*T* *RB* 3.2 **Representations and Warranties.** The Seller represents and warrants to, and covenants with, the Buyer that:

3.2.1 the Property is not contaminated with any hazardous substance,

3.2.2 the Seller has not caused and will not cause the release of any hazardous substances on the Property,

3.2.3 the Seller has conducted a diligent investigation and inquiry, and to the best of the Seller's knowledge, there has never occurred a release of hazardous substances on the Property,



3.2.4 the Property is not subject to any pending, threatened, or likely federal, state, or local "superfund" lien, proceedings, claim, liability, or action for the cleanup, removal, or remediation of any hazardous substance from the Property,

3.2.5 there is no asbestos on the Property,

3.2.6 there is no underground storage tank on the Property,

3.2.7 by acquiring the Property, the Buyer will not incur or be subject to any "superfund" liability for the cleanup, removal, or remediation of any hazardous substance from the Property,

3.2.8 by acquiring the Property, the Buyer will not incur or be subject to any liability, cost, or expense for the removal of any asbestos or underground storage tank from the Property, and

3.2.9 the Property and the uses conducted on the Property are in compliance with all applicable environmental laws, codes, and regulations, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

#### 4. GENERAL PROVISIONS.

4.1 **Notices.** All notices, claims, requests and other communications ("Notices") under this Agreement (i) shall be in writing, and (ii) shall be addressed or delivered to the relevant address set forth in Section 5 below or at such other address as shall be given in writing by a party to the other. Notices complying with the provisions of this Section shall be deemed to have been delivered (i) upon the date of delivery if delivered in person, or (ii) on the date of the postmark on the return receipt if deposited in the United States Mail, with postage prepaid for certified or registered mail, return receipt requested.

4.2 **Attorney Fees and Costs.** The Parties agree that if a party is in default under this Agreement, then such party shall pay to the other party (a) reasonable attorney fees and other costs and expenses incurred by the other party after default and referral to an attorney, (b) reasonable attorney fees and other costs and expenses incurred by the other party in any settlement negotiations, and (c) reasonable attorney fees and other costs and expenses incurred by the other party in preparing for and prosecuting any suit or action ("Collection Costs"). Collection Costs shall be immediately due and payable.

4.3 **Governing Law, Jurisdiction, and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Nevada. The parties agree that the courts of Nevada shall have exclusive jurisdiction and agree that Eureka County is the proper venue.

4.4 **Time of the Essence.** Time is of the essence with respect to the obligations to be performed under this Agreement.



**4.5 Rights Cumulative.** Except as expressly provided in this Agreement, and to the extent permitted by law, any remedies described in this Agreement are cumulative and not alternative to any other remedies available at law or in equity.

**4.6 Nonwaiver of Remedies.** The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Agreement shall not constitute a waiver of such term or condition. A waiver by a party (i) shall not affect any term or condition other than the one specified in such waiver, and (ii) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

**4.7 Successors and Assigns.** Subject to any express provisions in this Agreement regarding restrictions on transfers or assignments, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, and personal representatives.

**4.8 Entire Agreement.** All Exhibits to this Agreement constitute a part of this Agreement. This Agreement, together with the accompanying Exhibits, constitutes the entire agreement among the parties and supersedes all prior memoranda, agreements, contracts, correspondence, conversations and negotiations.

**4.9 Severability.** The invalidity of any portion of this Agreement, as determined by a court of competent jurisdiction, shall not affect the validity of any other portion of this Agreement.

**4.10 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instruments.

**4.11 Survival of Representations, Warranties, and Covenants.** All representations, warranties, and covenants of the Seller and Buyer set forth in this Agreement shall survive the closing and shall survive the recording of any transfer document or deed.

S: Notification of Net Royalties


S.1 Buyer will notify Seller within 6 months of net royalty distributions to Buyer.



5. SIGNATURES.

BUYER (SOLARLJOS, LLC)

Dated: October 3, 2015

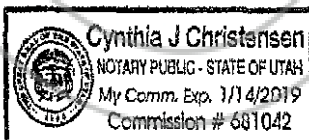
  
(Signature)  
by Erikson President Not a member managing member Solarlj  
(Print or Type Name)  
3044 Hillen Road Dr  
(Street # and Name)  
Sandy Utah 84092  
(City, State and Zip)

State of Utah  
County of Salt Lake

Signed 3<sup>rd</sup> day of October 2015

Witness by Cynthia J Christensen

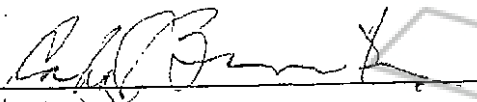
my commission expires 1/14/2019





SELLER (PROSPECT MOUNTAIN  
GOLD, INC.)

Dated: October 3, 2015

  
(Signature)  
RALPH D. BRINTON  
(Print or Type Name)  
7162 FOREST BEND DR.  
(Street # and Name)  
SALT LAKE CITY, UT.  
(City, State and Zip)

State of Utah  
County of Salt Lake

Signed 3<sup>rd</sup> day of October 2015

Witness by Cynthia J Christensen

my commission expires 1/14/2019

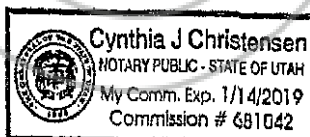


EXHIBIT A  
LEGAL DESCRIPTION  
PATENTED CLAIMS/MILLSITES

| <u>NAME</u>            | <u>SURVEY #</u> | <u>NAME</u>         | <u>SURVEY #</u> |
|------------------------|-----------------|---------------------|-----------------|
| Antelope               | 215             | Lantern             | 183             |
| Avon - 85%             | 243             | Laral - 50%         | 188             |
| Apache                 | 178             | Lena - 9/16         | 303             |
| Banner                 | 156             | Lizzie L.           | 224             |
| Cloud                  | 194             | Madrid              | 166             |
| Clyde                  | 129             | Manhattan - 62 1/2  | 179             |
| Compass - 9/16         | 302             | May Day Queen       | 144             |
| Daylesford             | 264A            | McNaughton          | 171             |
| Daylesford MILL SITE   | 264B            | Metamoras           | 127A            |
| Dead Broke             | 191             | Metamoras MILL SITE | 127B            |
| Delaware               | 157             | Miland              | 132&135         |
| Diamond                | 221             | Miners' Dream       | 233             |
| East Oakland           | 186             | Morris              | 169A            |
| Eldorado No. 2 - 1/8   | 140             | Mountain Boy        | 234             |
| Eureka Tunnel - 3/16   | No Survey       | Mountain Queen      | 235             |
| Excelsior & Carlo Zeno | 142             | Napa                | 320             |
| Excelsior              | 181             | New Years           | 193             |
| Fanny & Frankie Scott  | 198             | Old Put             | 245A            |
| Fourth of July         | 82              | Oversight           | 282             |
| Gas Light              | 145             | Ozark               | 158             |
| General Washington     | 128A            | Pioneer - 75%       | 177             |
| Goban & Sinnor         | 237             | Republic            | 296             |
| Gore                   | 162             | Sage Brush          | 185             |
| Hawkeye                | 223             | Silver Connor 50%   | 187             |
| Hibernia               | 311             | San Jose            | 182             |
| Hugenot                | 115             | Star of Eureka      | 312             |
| Ida                    | 199             | Sunset - 1/8        | 205             |
| Kentucky No. 1         | 236             | Welch King          | 184             |
| Kentucky No. 3         | 238             | Whip Poor Will      | 168             |
| Kit Carson             | 163             | Williams            | 170             |
| Krao                   | 319             | Young Mable         | 263             |



0229978

Book: 584  
Page: 339

10/12/2015  
Page: 10 of 11

*T*

*AB*

# Unpatented Claims

| <u>NAME</u>            | <u>NMC #</u> | <u>NAME</u>     | <u>NMC #</u> |
|------------------------|--------------|-----------------|--------------|
| August                 | 798897       | PMJV 3          | 817579       |
| August #1              | 798989       | PMJV 4          | 817580       |
| August #9              | 798903       | PMJV 5          | 817581       |
| Baltic                 | 798864       | PMJV 6          | 817582       |
| Grover Cleveland       | 798869       | PMJV 10         | 817586       |
| Forth of July Fraction | 798863       | PMJV 14         | 817590       |
| Hillside               | 798872       | PMJV 16         | 817592       |
| Hillside 3             | 798875       | Utah            | 798868       |
| Hillside 4             | 798876       | Wabash          | 798880       |
| Hillside 6             | 798878       | Wabash 1        | 798881       |
| Huckleberry            | 798862       | Wabash 2        | 798882       |
| Leviathan              | 798870       | Wabash 3        | 798883       |
| Nevada                 | 798867       | Wabash 4        | 798884       |
| NorthernLight          | 798866       | Wabash 5        | 798885       |
| Omega 1                | 798889       | Wabash 6        | 798886       |
| Omega 2                | 798890       | Wabash 8        | 798888       |
| Omega 3                | 798891       | Wabash Fraction | 798879       |
| Omega 4                | 798892       | Ophir 1         | 798905       |
| Omega 5                | 798893       | Ophir 3         | 798907       |
| Omega 6                | 798894       | Ophir.4         | 798908       |
| Omega 7                | 798895       | Parnell         | 798871       |
| Omega 8                | 798896       |                 |              |

T AB2



0229978