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APN: N/A

**Recording Requested By
and Return To:**

Goicoechea, Di Grazia,
Coyle & Stanton, Ltd.
530 Idaho Street
Elko, NV 89801



00018579201508664040130134

KAREN ELLISON, RECORDER

Mail Tax Statements to:

N/A

The undersigned affirms that
this document does not contain
a social security number.

**ENDORSEMENT AND
ENTRY OF JUDGMENT**

1 CASE NO. CV-15-454

2 DEPARTMENT NO. 1

FILED
2015 JUL -2 A 10:35
ELKO COUNTY CLERK
DEPUTY CLERK *dx*

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5 IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
6 OF THE STATE OF NEVADA, IN AND FOR THE COUNTY OF ELKO
7

8 ROBERT B. GOICOECHEA and
9 MARY GENE GOICOECHEA,
10 Plaintiffs,

11 vs.

12 DAVID L. PRUETT, individually,
13 PRUETT RANCHES, INC., a Nevada
14 corporation and PRUETT-BALLARAT
15 INC., a Nevada corporation,
16 Defendants.

ENDORSEMENT AND
ENTRY OF JUDGMENT

17 Pursuant to NRS 17.110, the Clerk of the above entitled Court hereby
18 endorses the Affidavit and Confession of Judgment attached hereto and enters
19 judgement against, Defendant, DAVID L. PRUETT, individually, PRUETT
20 RANCHES, INC., a Nevada Corporation and PRUETT-BALLARAT INC., a Nevada
21 corporation, in favor of ROBERT B. GOICOECHEA and MARY GENE
22 GOICOECHEA in the amount of TWO HUNDRED SIXTY-FIVE THOUSAND
23 DOLLARS (\$265,000.00).

24 DATED this 2nd day of July, 2015.

25 ELKO COUNTY CLERK

26 By Annanda Beck
27 DEPUTY CLERK

28 CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

9 day of July, 2015

Coral Formo
CLERK

GOICOECHEA, DI GRAZIA,
COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P. O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091

1 CASE NO. _____
2 DEPARTMENT NO. _____
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6 IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
7 OF THE STATE OF NEVADA, IN AND FOR THE COUNTY OF ELKO
8

9 ROBERT B. GOICOECHEA and
10 MARY GENE GOICOECHEA,
Plaintiffs,

vs.

AFFIDAVIT AND CONFESSION
OF JUDGMENT

11 DAVID L. PRUETT, individually,
12 PRUETT RANCHES, INC., a Nevada
13 corporation and PRUETT-BALLARAT
INC., a Nevada corporation,
14 Defendants. /

15
16 DAVID L. PRUETT, being first duly sworn, deposes and says:

17 1. On May 30, 2008, I executed a Promissory Note individually and on behalf
18 of Pruett Ranches, Inc., a Nevada corporation and Pruett-Ballaratt Inc., a Nevada
19 corporation, in which I obtained a loan from Robert B. Goicoechea in the amount of
20 \$125,000.00. A copy of the Promissory Note is attached hereto and incorporated
21 herein as Exhibit A. On June 4, 2010, I executed a Modification of said Promissory
22 Note modifying the terms including modifying the amount to \$150,000.00, and
23 changing the payee to Robert B. Goicoechea and Mary Gene Goicoechea, husband
24 and wife as joint tenants. A copy of the Modification of Promissory Note is attached
25 hereto and incorporated herein as Exhibit B.
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GOICOECHEA, DI GRAZIA,
COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P. O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091

1 2. On December 9, 2008, I executed a Promissory Note individually and on
2 behalf of Pruett-Ballarad Inc., a Nevada corporation, and Pruett Ranches, Inc., a
3 Nevada corporation, in which I obtained a loan in the amount of \$25,000.00, from
4 Robert B. Goicoechea and Mary Gene Goicoechea, husband and wife. A copy of
5 the Promissory Note is attached hereto and incorporated herein as Exhibit C.

6 3. On June 10, 2009, I executed a Promissory Note individually and on behalf
7 of Pruett Ranches, Inc., a Nevada corporation and Pruett-Ballarad Inc., a Nevada
8 corporation, in which I obtained a loan from Robert B. Goicoechea in the amount of
9 \$55,000.00. A copy of the Promissory Note is attached hereto and incorporated
10 herein as Exhibit D. On June 4, 2010, I executed a Modification of said Promissory
11 Note modifying the terms including modifying the amount to \$60,000.00, and
12 changing the payee to Robert B. Goicoechea and Mary Gene Goicoechea. A copy
13 of the Modification of Promissory Note is attached hereto and incorporated herein as
14 Exhibit E.

15 4. On October 20, 2009, I executed a Promissory Note individually and on
16 behalf of Pruett-Ballarad Inc., a Nevada corporation, and Pruett Ranches, Inc., a
17 Nevada corporation, in which I obtained a loan in the amount of \$30,000.00, from
18 Robert B. Goicoechea and Mary Gene Goicoechea, husband and wife. A copy of
19 the Promissory Note is attached hereto and incorporated herein as Exhibit F.

20 5. All of the foregoing described Promissory Notes are fully due and payable.


21 6. I hereby confess judgement on behalf of the Plaintiffs for each of the Notes
22 and represent that the Notes are fully due and payable to Robert B. Goicoechea and
23 Mary Gene Goicoechea, husband wife.

24 7. I further confess judgement, individually, and on behalf of Pruett-Ballarad
25 Inc., and Pruett Ranches, Inc., for the amount due in the above described
26 Promissory Notes in the sum of TWO HUNDRED SIXTY-FIVE THOUSAND
27
28

GOICOECHEA, DI GRAZIA,
COYLE & STANTON, LTD.
ATTORNEYS AT LAW
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ELKO, NEVADA 89801
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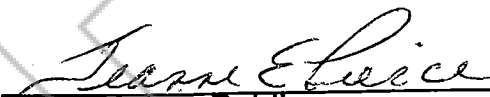
1 DOLLARS (\$265,000.00), and request that judgement be entered in favor of the
2 Plaintiffs for the aforesaid amount.


3
4 DATED this 22nd day of June, 2015.

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6 
7 **DAVID L. PRUETT**
8 Individually and as President of
9 Pruett - Ballarat Inc., and
10 Pruett Ranches, Inc.

11 STATE OF NEVADA }
12 COUNTY OF Lyon } ss:

13 Signed and sworn to before me on this 22nd day of June, 2015, by DAVID L.
14 PRUETT.

15 
16 Notary Public

17  JEANNE E. PIERCE
18 Notary Public - State of Nevada
19 Appointment Recorded in Lyon County
20 No: 03-84397-12 - Expires August 25, 2015

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GOICOECHEA, DI GRAZIA,
COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P. O. BOX 1358
ELKO, NEVADA 89801
(775) 738-8091

EXHIBIT A
PROMISSORY NOTE

\$125,000.00

May 30, 2008
Elko, Nevada

FOR VALUE RECEIVED, we, David L. Pruett, Pruett Ranches, Inc., and Pruett Ballarat, Inc., the undersigned, jointly and severally promise to pay to the order of ROBERT B. GOICOECHEA, at 530 Idaho Street, Elko, Nevada 89801, or wherever payment may be demanded by the holders of this Note, the sum of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000.00). A payment in the sum of SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$62,500.00) shall be paid on October 1, 2008 the final payment of SIXTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$62,500.00) shall be paid on November 1, 2008.

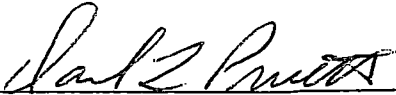
The Makers may, at their option, prepay the full amount of this Note, without penalty.

The Makers and any endorsers, guarantors or accommodation parties hereby severally waive presentment for payment, notice of dishonor, protest and noting for protest of non-payment of this Note, and all defenses on the grounds of any extension of time of payment that may be given by the holders.

The Makers and any endorsers, guarantors or accommodation parties further agree, jointly and severally, to pay all costs of collection, including any reasonable attorney fee incurred in case payment shall not be made as herein provided.

We hereby make, constitute and appoint Robert B. Goicoechea our attorney in fact, irrevocable, in our name or otherwise, but at our expense, to have, use and take all lawful means for the recovery of the principal and other sums secured by this Promissory Note and the Assignment securing this Note.

An Assignment of Proceeds from Barrick Goldstrike Mines, Inc. and/or Queenstake Resources, a subsidiary of Yukon-Nevada Gold Corp. of monthly ore settlements secures the payment of the indebtedness evidenced by this Note.



DAVID L. PRUETT, individually and on
behalf of PRUETT RANCHES, INC. and
PRUETT BALLARAT, INC.
443 Upper Colony
Wellington, Nevada 89444

EXHIBIT B

MODIFICATION OF PROMISSORY NOTE

\$150,000.00

Jan 4th, 2010
Elko, Nevada

WHEREAS, on May 30, 2008, DAVID L. PRUETT, PRUETT RANCHES, INC., and PRUETT BALLARAT, INC., executed a Promissory Note in the principal amount of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$125,000.00), payable to ROBERT B. GOICOECHEA; and,

WHEREAS, the Promissory Note is secured by an Assignment of Ore Settlement Proceeds dated June 2, 2008; and

WHEREAS, DAVID L. PRUETT, PRUETT RANCHES, INC., and PRUETT BALLARAT, INC., agree to pay according to the terms of this revision of said Promissory Note; and

NOW, THEREFORE, in consideration of the conditions and agreements herein contained and in consideration of the acceptance of the modification of the Note, the prior Note dated May 30, 2008, is modified as follows:

FOR VALUE RECEIVED, we, DAVID L. PRUETT, PRUETT RANCHES, INC., and PRUETT BALLARAT, INC., the undersigned, jointly and severally promise to pay to the order of ROBERT B. GOICOECHEA and MARY GENE GOICOECHEA, husband and wife as joint tenants, at 530 Idaho Street, Elko, Nevada 89801, or wherever payment may be demanded by the holders of this Note, the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$150,000.00). The full payment of ONE HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 (\$150,000.00) shall be paid no later than June 30, 2010 from gold and silver production proceeds first from ore from the Ballarat Project in Inyo County, California and or gold and silver located in place at the Ballarat Project and second from the Buckskin Tailing Project near Wellington, Nevada. The ore will be processed or caused to be processed by David L. Pruett. 40% of production sales from the first gold and silver processed and sold will be used to pay this note. The sale proceeds shall be deposited with Steve Parish, CPA who shall make payment to Robert B. Goicoechea.

The Makers may, at their option, prepay the full amount of this Note, without penalty.

The Makers and any endorsers, guarantors or accommodation parties hereby severally waive presentment for payment, notice of dishonor, protest and noting for protest of non-payment of this Note, and all defenses on the grounds of any extension of time of payment that may be given by the holders.

The Makers and any endorsers, guarantors or accommodation parties further agree, jointly and severally, to pay all costs of collection, including any reasonable attorney fee incurred in case payment shall not be made as herein provided.

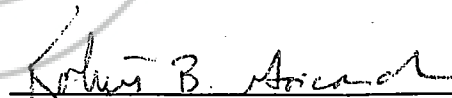
We hereby make, constitute and appoint Robert B. Goicoechea our attorney in fact, irrevocable, in our name or otherwise, but at our expense, to have, use and take all lawful means for the recovery of the principal and other sums secured by this Promissory Note and the Assignment securing this Note.

An Assignment of Proceeds from the sale of smeltered and refined gold and silver and an assignment of gold and silver ore located in place at the Ballarat Project or Buckskin Tailing Project secure the payment of the indebtedness evidenced by this Note.



DAVID L. PRUETT, individually and on behalf of **PRUETT RANCHES, INC.** and **PRUETT BALLARAT, INC.**
443 Upper Colony
Wellington, Nevada 89444

The foregoing Modification of Promissory Note is accepted this 4th day of Jan, 2010.



ROBERT B. GOICOECHEA

EXHIBIT C
PROMISSORY NOTE

\$25,000.00

December 9, 2008
Elko, Nevada

FOR VALUE RECEIVED, we, DAVID L. PRUETT, PRUETT BALLARAT, INC. and PRUETT RANCHES, INC., a Nevada corporation, the undersigned, jointly and severally promise to pay to the order of ROBERT B. GOICOECHEA and MARY GENE GOICOECHEA, husband and wife, as joint tenants, at 530 Idaho Street, Elko, Nevada 89801, or wherever payment may be demanded by the holder of this Note, the sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00). The full payment of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) shall be paid no later than June 30, 2010 from gold and silver production proceeds first from ore from the Ballarat Project in Inyo County, California and or gold and silver located in place at the Ballarat Project and second from the Buckskin Tailing Project near Wellington, Nevada. The ore will be processed or caused to be processed by David L. Pruett. 40% of production sales from the first gold and silver processed and sold will be used to pay this note. The sale proceeds shall be deposited with Steve Parish, CPA who shall make payment to Robert B. Goicoechea.

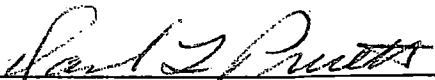
The Makers may, at their option, prepay the full amount of this Note, without penalty.

The Makers and any endorsers, guarantors or accommodation parties hereby severally waive presentment for payment, notice of dishonor, protest and noting for protest of non-payment of this Note, and all defenses on the grounds of any extension of time of payment that may be given by the holders.

The Makers and any endorsers, guarantors or accommodation parties further agree, jointly and severally, to pay all costs of collection, including any reasonable attorney fee incurred in case payment shall not be made as herein provided.

We hereby make, constitute and appoint Robert B. Goicoechea our attorney in fact, irrevocable, in our name or otherwise, but at our expense, to have, use and take all lawful means for the recovery of the principal and other sums secured by this Promissory Note and the Assignment securing this Note.

An Assignment of Proceeds from the sale of smeltered and refined gold and silver and an assignment of gold and silver ore located in place at the Ballarat Project or Buckskin Tailing Project secure the payment of the indebtedness evidenced by this Note.



DAVID L. PRUETT, individually and on
behalf of PRUETT BALLARAT, INC., and
PRUETT RANCHES, INC.
443 Upper Colony
Wellington, Nevada 89444

EXHIBIT D
PROMISSORY NOTE

\$55,000.00

June 10, 2009
Elko, Nevada

FOR VALUE RECEIVED, we, David L. Pruett, Pruett Ranches, Inc., and Pruett Ballarat, Inc., the undersigned, jointly and severally promise to pay to the order of ROBERT B. GOICOECHEA, at 530 Idaho Street, Elko, Nevada 89801, or wherever payment may be demanded by the holder of this Note, the sum of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00). The full payment of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00) shall be paid no later than October 15, 2009 from the gold production proceeds from the Ballarat project. The ore will be processed by Barrick Gold and the sale proceeds shall be deposited with Steve Parish, CPA who shall make payment to Goicoechea.

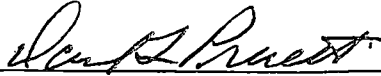
The Makers may, at their option, prepay the full amount of this Note, without penalty.

The Makers and any endorsers, guarantors or accommodation parties hereby severally waive presentment for payment, notice of dishonor, protest and noting for protest of non-payment of this Note, and all defenses on the grounds of any extension of time of payment that may be given by the holders.

The Makers and any endorsers, guarantors or accommodation parties further agree, jointly and severally, to pay all costs of collection, including any reasonable attorney fee incurred in case payment shall not be made as herein provided.

We hereby make, constitute and appoint Robert B. Goicoechea our attorney in fact, irrevocable, in our name or otherwise, but at our expense, to have, use and take all lawful means for the recovery of the principal and other sums secured by this Promissory Note and the Assignment securing this Note.

An Assignment of Proceeds from Barrick Goldstrike Mines, Inc. ore settlements and an assignment from the gold ore located in place at the Ballarat mine project in Inyo County, California secure the payment of the indebtedness evidenced by this Note.



DAVID L. PRUETT, individually and on
behalf of **PRUETT RANCHES, INC.** and
PRUETT BALLARAT, INC.
443 Upper Colony
Wellington, Nevada 89444

EXHIBIT E

MODIFICATION OF PROMISSORY NOTE

\$60,000.00

June 4, 2010
Elko, Nevada

WHEREAS, on June 10, 2009, DAVID L. PRUETT, PRUETT RANCHES, INC., and PRUETT BALLARAT, INC., executed a Promissory Note in the principal amount of FIFTY-FIVE THOUSAND DOLLARS AND 00/100 (\$55,000.00), payable to ROBERT B. GOICOECHEA; and,

WHEREAS, the Promissory Note is secured by an Assignment of Ore Settlement Proceeds dated June 10, 2009; and

WHEREAS, DAVID L. PRUETT, PRUETT RANCHES, INC., and PRUETT BALLARAT, INC., agree to pay according to the terms of this revision of said Promissory Note; and

NOW, THEREFORE, in consideration of the conditions and agreements herein contained and in consideration of the acceptance of the modification of the Note, the prior Note dated June 10, 2009, is modified as follows:

FOR VALUE RECEIVED, we, DAVID L. PRUETT, PRUETT RANCHES, INC., and PRUETT BALLARAT, INC., the undersigned, jointly and severally promise to pay to the order of ROBERT B. GOICOECHEA and MARY GENE GOICOECHEA, at 530 Idaho Street, Elko, Nevada 89801, or wherever payment may be demanded by the holder of this Note, the sum of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00). The full payment of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) shall be paid no later than June 30, 2010 from gold and silver production proceeds first from ore from the Ballarat Project in Inyo County, California and or gold and silver located in place at the Ballarat Project and second from the Buckskin Tailing Project near Wellington, Nevada. The ore will be processed or caused to be processed by David L. Pruett. 40% of production sales from the first gold and silver processed and sold will be used to pay this note. The sale proceeds shall be deposited with Steve Parish, CPA who shall make payment to Robert B. Goicoechea.


The Makers may, at their option, prepay the full amount of this Note, without penalty.

The Makers and any endorsers, guarantors or accommodation parties hereby severally waive presentment for payment, notice of dishonor, protest and noting for protest of non-payment of this Note, and all defenses on the grounds of any extension of time of payment that may be given by the holders.

The Makers and any endorsers, guarantors or accommodation parties further agree, jointly and severally, to pay all costs of collection, including any reasonable attorney fee incurred in case payment shall not be made as herein provided.

We hereby make, constitute and appoint Robert B. Goicoechea our attorney in fact, irrevocable, in our name or otherwise, but at our expense, to have, use and take all lawful means for the recovery of the principal and other sums secured by this Promissory Note and the Assignment securing this Note.

An Assignment of Proceeds from the sale of smeltered and refined gold and silver and an assignment of gold and silver ore located in place at the Ballarat Project or Buckskin Tailing Project secure the payment of the indebtedness evidenced by this Note.



DAVID L. PRUETT, individually and on
behalf of **PRUETT RANCHES, INC.** and
PRUETT BALLARAT, INC.
443 Upper Colony
Wellington, Nevada 89444

The foregoing Modification of Promissory Note is accepted this 4th day of
January, 2010.



ROBERT B. GOICOECHEA

EXHIBIT F
PROMISSORY NOTE

\$30,000.00

October 20, 2009
Elko, Nevada

FOR VALUE RECEIVED, we, DAVID L. PRUETT, PRUETT BALLARAT, INC. and PRUETT RANCHES, INC., a Nevada corporation, the undersigned, jointly and severally promise to pay to the order of ROBERT B. GOICOECHEA and MARY GENE GOICOECHEA, husband and wife, as joint tenants, at 530 Idaho Street, Elko, Nevada 89801, or wherever payment may be demanded by the holder of this Note, the sum of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00). The full payment of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) shall be paid no later than February 15, 2010 from gold and silver production proceeds first from ore from the Ballarat Project in Inyo County, California and or gold and silver located in place at the Ballarat Project and second from the Buckskin Tailing Project near Wellington, Nevada. The ore will be processed or caused to be processed by David L. Pruett. 40% of production sales from the first gold and silver processed and sold will be used to pay this note. The sale proceeds shall be deposited with Steve Parish, CPA who shall make payment to Robert B. Goicoechea.

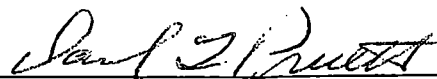
The Makers may, at their option, prepay the full amount of this Note, without penalty.

The Makers and any endorsers, guarantors or accommodation parties hereby severally waive presentment for payment, notice of dishonor, protest and noting for protest of non-payment of this Note, and all defenses on the grounds of any extension of time of payment that may be given by the holders.

The Makers and any endorsers, guarantors or accommodation parties further agree, jointly and severally, to pay all costs of collection, including any reasonable attorney fee incurred in case payment shall not be made as herein provided.

We hereby make, constitute and appoint Robert B. Goicoechea our attorney in fact, irrevocable, in our name or otherwise, but at our expense, to have, use and take all lawful means for the recovery of the principal and other sums secured by this Promissory Note and the Assignment securing this Note.

An Assignment of Proceeds from the sale of smeltered and refined gold and silver and an assignment of gold and silver ore located in place at the Ballarat Project or Buckskin Tailing Project secure the payment of the indebtedness evidenced by this Note.



DAVID L. PRUETT, individually and on
behalf of PRUETT BALLARAT, INC., and
PRUETT RANCHES, INC.

443 Upper Colony
Wellington, Nevada 89444