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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



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-CJ-15-458
2 DEPARTMENT NO. 2

FILED
2015 JUL -2 A 10:43
ELKO CO. DIST. COURT
CLERK _____ DEPUTY _____ *pl*

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

9 GOICOECHEA & DI GRAZIA PROFIT
10 SHARING PLAN & TRUST,

Plaintiff,

11 vs.

12 DAVID L. PRUETT, individually, and
13 PRUETT-BALLARAT INC., a Nevada
corporation,

Defendant.

ENDORSEMENT AND
ENTRY OF JUDGMENT

14
15 Pursuant to NRS 17.110, the Clerk of the above entitled Court hereby
16 endorses the Affidavit and Confession of Judgment attached hereto and enters
17 judgement against, Defendant, DAVID L. PRUETT, individually and PRUETT-
18 BALLARAT INC., a Nevada corporation, in favor of GOICOECHEA & DI GRAZIA
19 PROFIT SHARING PLAN & TRUST in the amount of NINETY THOUSAND
20 DOLLARS (\$90,000.00).

21 DATED this 2nd day of July, 2015.

23 ELKO COUNTY CLERK

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

26 By: *Amendo Beck*
DEPUTY CLERK

27 *Caral Garcia*
28 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 GOICOECHEA & DI GRAZIA PROFIT
10 SHARING PLAN & TRUST,
11 Plaintiff,

12 vs.

AFFIDAVIT AND CONFESSION
OF JUDGMENT

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

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

18 1. On August 2, 2010, I executed a Promissory Note individually and on
19 behalf of Pruett-Ballarad Inc., a Nevada corporation, in which I obtained a loan from
20 the Goicoechea & Di Grazia Profit Sharing Plan & Trust. A copy of the Promissory
21 Note is attached hereto and incorporated herein as Exhibit A.

22 2. At the time of the execution of the Note, I was also President of Pruett-
23 Ballarad Inc.

24 3. I obtained a loan from the Goicoechea & Di Grazia Profit Sharing Plan &
25 Trust in which I agreed to pay NINETY THOUSAND DOLLARS (\$90,000.00), no
26 later than ninety (90) days from the date of the Note. Accordingly, the monies due
27 under the Note would have been required to be paid not later than November 2,
28 2010.

GOICOECHEA, DI GRAZIA,
COYLE & STANTON, LTD.
ATTORNEYS AT LAW
530 IDAHO STREET - P. O. BOX 1358
ELKO, NEVADA 89801
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4. The Note has not been paid and the sum of NINETY THOUSAND DOLLARS (\$90,000.00), is presently due and owing to the Goicoechea & Di Grazia Profit Sharing Plan & Trust.

5. As a result of the foregoing obligation, I hereby confess judgement, individually, and on behalf of Pruett-Ballarad Inc., for the sum of NINETY THOUSAND DOLLARS (\$90,000.00), and request that judgement be entered accordingly.

DATED this 22nd day of June, 2015.

David L. Pruett
DAVID L. PRUETT
Individually and as President of
Pruett - Ballarat Inc.

STATE OF NEVADA }
COUNTY OF Lyon } ss.

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

Jeanne E. Pierce
Notary Public

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

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

\$90,000.00

August 2, 2010
Elko, Nevada

FOR VALUE RECEIVED, we, **DAVID L. PRUETT**, individually, and **PRUETT - BALLARAT INC.**, a Nevada corporation, the undersigned, jointly and severally, promise to pay to the order of **GOICOECHEA & DI GRAZIA PROFIT SHARING PLAN & TRUST**, (hereinafter referred to as "Holder"), at 530 Idaho Street, Elko, Nevada 89801, or wherever payment may be demanded by the holder of this Note, the sum of NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00). The full payment of NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00) shall be paid no later than ninety (90) days from the date of this Note from ore sales from the Ballarat Project in Inyo County, California. The ore will be caused to be processed by David L. Pruett. 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 the Goicoechea & Di Grazia Profit Sharing Plan & Trust.

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

If any default be made in the payment of any sum due hereunder and such default is not cured and made good within **thirty-five (35) days** in the manner and after the notice specified in N.R.S. 107.080, as in effect on the date of this Note, then, at the option of the holders of this Note, the entire unpaid principal balance hereof, together with accrued interest, and other sums payable hereunder and under the terms of the security herefor, shall become immediately due and payable in full, although the time of maturity expressed in this Note shall not have arrived.

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.

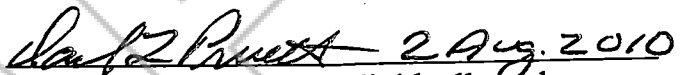
We hereby make, constitute and appoint Gary E. Di Grazia, Trustee of the Goicoechea & Di Grazia Profit Sharing Plan & Trust, our attorney in fact, irrevocable, in our name or otherwise, but at our expense, to have, use and take all lawful means for the

recovery of the principal and other sums secured by this Promissory Note and the Assignment securing this Note.

In the event Maker shall sell, convey or alienate said property or any part thereof, or any interest therein or shall be divested of their title or any interest therein in any manner or way, whether voluntary or involuntary, without the written consent of the holder of this Note being first had and obtained, the holder of this Note shall have the right, at their option, to declare any indebtedness or obligations secured hereby irrespective of the maturity date specified in any note evidencing the same, immediately due and payable.

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 secures the payment of the indebtedness evidenced by this Note.

A Deed of Trust and Security Agreement of even date also secure the payment of this indebtedness evidenced by this Note.


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