DEBT PURCHASE AND ASSIGNMENT AGREEMENT

THIS PURCHASE AND ASSIGNMENT AGREEMENT (this "Agreement"), is entered into on March 05, 2014 by and between Gold Rush Finance, LLC, a Georgia limited liability company (the "Assignor") and Capital Financial Global, Inc., a Nevada corporation, (the "Assignee"); together, the "parties."

WHEREAS, Assignor is the legal and beneficial owner of that certain debt owed by Gold Rush Refiners, LLC, a Georgia limited liability company, Gold Rush Refiners USA, Inc., a Georgia corporation (collectively, the "Debtor") incurred prior to the date first stated above, in the current principal amount of One Million Five Hundred Thousand and 00/100 Dollars ($1,500,000.00) payable to the Assignor, more particularly set forth in Exhibit A attached hereto (the "Debt");

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor the entire amount of the Debt on the basis of the representations, warranties and agreements contained in this Agreement (the Assignment");

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

A. Purchase Price. Assignee will pay to the Assignor an aggregate purchase price for the Debt of Five Hundred Thousand and 00/100 Dollars ($500,000.00) (the "Purchase Price"). The Purchase Price will be paid in the form of Five Hundred Thousand (500,000) shares of Assignee's Series B Preferred Stock on the Closing Date (as defined herein).

B. Assignment.

   a. Transfer of Debt: On the Closing Date (as set forth below), for the payment of the Purchase Price the Assignor hereby absolutely, irrevocably and unconditionally sells, assigns, conveys, and transfers to the Assignee all of the rights and interests to the Debt owned by the Assignor and all of Assignor's rights and benefits thereunder and conferred therein, and the Assignee accepts such assignment.

   b. Closing Procedures. The closing of the assignment contemplated hereunder shall take place within Seven (7) days of the date of full execution hereof (the "Closing Date") or such other date as mutually agreed by the parties hereto. On the Closing Date, the following shall take place:

      i. The Assignee shall deliver the Purchase Price to its counsel:

         Vincent & Rees, LLC
         Attn: David Rees, Esq.
         175 South Main, 15th Floor
         Salt Lake City, UT 84111
         Phone: 801-303-5730
         Fax: 801-355-5005

      ii. Immediately upon notification of the delivery of the Purchase Price, the Assignor shall deliver to the Assignee Exhibit B "Instrument Of Assignment And Transfer" executed by the Assignor in a form annexed hereto transferring the Debt.

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iii. Following delivery the Instrument of Assignment and Transfer, the Assignee shall instruct its counsel to transfer the Purchase Price to Assignor.

C. Additional Documents. The Assignor agrees to take such further action and to execute and deliver, or cause to be executed and delivered, any and all other documents which are, in the opinion of the Assignee or its counsel, necessary to carry out the terms and conditions of the Assignment effected by the Agreement.

D. Effective Date And Counterpart Signature. This Agreement shall be effective as of the date first written above. This Agreement, and acceptance of same, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Confirmation of execution by telex or by telecopy or telefax of a facsimile signature page shall be binding upon that party so confirming.

E. Representations And Warranties of the Assignee

a. Organization: Authority. The Assignee is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, partnership or other applicable power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations thereunder, and the execution, delivery and performance by the Assignor of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of the Assignee.

b. Binding Agreement: This Agreement, when executed and delivered by the Assignee, will constitute a valid and legally binding obligation of the Assignee, enforceable against the Assignee in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (c) to the extent the indemnification provisions contained herein may be limited by federal or state securities laws.

c. Investment Experience: Access to Information and Preexisting Relationship. The Assignee (a) either alone or together with its representatives, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of this investment and make an informed decision to so invest, and has so evaluated the risks and merits of such investment in the Debt, (b) has the ability to bear the economic risks of this investment and can afford a complete loss of such investment, (c) understands the terms of and risks associated with the acquisition of the Notes, including, without limitation, a lack of liquidity, price transparency or pricing availability and risks associated with the industry in which the Debtor operates, (d) has had the opportunity to review such disclosure regarding the Debtor, its business, its financial condition and its prospects as the Assignee has determined to be necessary in connection with the Assignment of the Debt.

d. Restrictions on Transfer. The Assignee understands that the Debt has not been registered under the Securities Act of 1933, as amended ("Securities Act") or the securities laws of any state.

e. Absence of General Solicitation. The Assignee is not accepting such Assignment as a result of any advertisement, article, notice or other communication regarding the Notes published in

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any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

f. No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which the Assignee is subject or any provision of its organizational documents or other similar governing instruments, or conflict with, violate or constitute a default under any agreement, credit facility, debt or other instrument or understanding to which the Assignee is a party.

g. Consents. No authorization, consent, approval or other order of, or declaration to or filing with, any governmental agency or body or other Person is required on the part of Assignee for the valid authorization, execution, delivery and performance by the Assignee of this Agreement and the consummation of the transactions contemplated hereby.

F. Representations And Warranties Of The Assignor

a. Ownership. Assignor owns and is conveying to Assignee all right, title and interest to the Debt, free and clear of all liens, mortgages, pledges, security interests, encumbrances or charges of any kind or description.

b. Organization: Authority. The Assignor is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, partnership or other applicable power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations thereunder, and the execution, delivery and performance by the Assignor of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of the Assignor. This Agreement, when executed and delivered by the Assignor, will constitute a valid and legally binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (c) to the extent the indemnification provisions contained herein may be limited by federal or state securities laws.

c. No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which the Assignee is subject or any provision of its organizational documents or other similar governing instruments, or conflict with, violate or constitute a default under any agreement, credit facility, debt or other instrument or understanding to which the Assignee is a party.

d. Consents. No authorization, consent, approval or other order of, or declaration to or filing with, any governmental agency or body or other Person is required on the part of Assignee for the valid authorization, execution, delivery and performance by the Assignee of this Agreement and the consummation of the transactions contemplated hereby.

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e. No Litigation. There is no action, suit, proceeding, judgment, claim or investigation pending, or to the knowledge of the Assignor, threatened against the Assignor, which could reasonably be expected in any manner to challenge or seek to prevent, enjoin, alter or delay the transactions contemplated hereby.

f. Not an Affiliate. Assignor is not now, and has not been during the preceding 90 days, an officer, director, 10% or more shareholder of Debtor or in any other way an "affiliate" of Debtor (as that term is defined in Rule 144(a)(1) adopted pursuant to the Securities Act of 1933, as amended) and is delivering a letter to that effect in the form annexed hereto that may be delivered to counsel to the Debtor.

G. General Provisions

a. Governing Law: Submissions to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to conflict of law principles. Each party agrees that any action or proceeding arising out of or relating in any way to this agreement shall be brought in a United States federal or state court of competent jurisdiction sitting in Salt Lake City, Salt Lake County, in the State of Utah. Each party hereby irrevocably and unconditionally waives any defense of an inconvenient forum or lack of personal jurisdiction to the maintenance of any action or proceeding and any right of jurisdiction or venue on account of the place of residence or domicile of any party hereto. Each party hereby irrevocably waives any right it may have, and agrees not to request, a jury trial for the adjudication of any dispute hereunder or in connection with or arising out of this agreement or any transaction contemplated hereby.

b. Amendments. No provision hereof may be waived or modified other than by an instrument in writing signed by the party against whom enforcement is sought.

c. Severability. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

[Remainder of page intentionally left blank; Signature Page to follow]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

Gold Rush Finance, LLC
1226 W. Paces Ferry #281
Atlanta, GA 30327
Phone: 404-516-2340
Fax: MKOEPICE1@GMAIL.COM

By: _____
Name: Mike Koepke
Title: Manager

Date: 3/4/14

ASSIGNEE:

CAPITAL FINANCIAL GLOBAL, INC.

By: _____
Name: Paul Norat
Title: President

AGREED AND ACKNOWLEDGED

Gold Rush Refiners, LLC.

By: Joel J Natario
Name: Joel Natario
Title: Manager

AGREED AND ACKNOWLEDGED

Gold Rush Refiners USA, Inc.

By: Joel J Natario
Name: Joel Natario
Title: CEO

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Exhibit A

___ Original copy of the Promissory Note
___ Original copy of any security agreements
___ UCC filing paperwork
___ Original copy of any guaranties
___ Any invoices or agreements evidencing the Debt

Joel J Natario

Exhibit B

INSTRUMENT OF ASSIGNMENT AND TRANSFER

ASSIGNMENT AND ASSUMPTION OF DEBT

In accordance with that certain Debt Purchase and Assignment Agreement dated March ____, 2014 (the "Agreement"), between Gold Rush Finance, LLC (the "Assignor") and Capital Financial Global, Inc. (the "Assignee"), Assignor, hereby irrevocably assigns to Assignee, all of Assignors right, title and interest in the Debt owed by Gold Rush Refiners, LLC, a Georgia limited liability company, and Gold Rush Refiners USA, Inc., a Georgia corporation (collectively, the "Debtor"), described in the Agreement.

Assignee hereby accepts the foregoing assignment and delivery and assumes all of the risks and benefits of the Assignor, as owner of the Debt, accruing from and after the date hereof.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be duly executed the day and year first above written.

ASSIGNOR:	ASSIGNEE:
Gold Rush Finance, LLC	Capital Financial Global, Inc.
By: _____	By: _____
Name: Mike Koepke	Name: Paul Norat
Title: Manager	Title: President
Date: 3/4/14	Date: 3/5/2014

ACKNOWLEDGEMENT OF DEBTOR

By signing below Gold Rush Refiners, LLC (the "Debtor"), acknowledges and agrees that the Debt is currently owing and consents and agrees to the assignment by Assignor to Assignee of the Debt and agrees to honor that portion of the Debt and to pay to the Assignee such sums as may be due and owing thereon.

AGREED AND ACKNOWLEDGED	AGREED AND ACKNOWLEDGED
Gold Rush Refiners, LLC	Gold Rush Refiners USA, Inc.
By: Joel J Natario	By: Joel J Natario
Name: Joel Natario	Name: Joel Natario
Title: Manager	Title: CEO

FACILITY AGREEMENT

THIS FACILITY AGREEMENT (together with all schedules and exhibits annexed hereto from time to time, this "Agreement") is entered into August 2, 2011, among **GOLD RUSH FINANCE, LLC**, a Georgia limited liability company ("GRF"), and **GOLD RUSH REFINERS, LLC,** a Georgia limited liability company ("GRR"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Terms Schedule or the Definitions Schedule annexed hereto, as applicable. All schedule and exhibits annexed hereto are incorporated herein and made a part hereof.

SECTION 1. CREDIT FACILITY AND TERMS OF REPAYMENT

1.1 Credit Facility.

(a) Subject to the terms and conditions of this Agreement, GRF agrees to establish the Commitment pursuant to which GRF shall make the facility available to GRR ("Facility") from time to time, on GRR's request therefor, on any Business Day during the Term (other than the last Business Day of the Term) in an aggregate principal amount outstanding at any time that will not result in Facility Amount exceeding the Maximum Facility Commitment Amount. During the term of this Agreement, GRR shall be entitled to borrow, repay and reborrow the Facility in accordance with the terms and conditions of this Agreement; provided, that GRR may not borrow or reborrow should an Event of Default exist. The proceeds of Facility may be used by GRR solely to purchase Product as part of a Transaction. The Facility and interest accruing thereon shall be evidenced by the records of GRF (including the Facility Account).

(b) If at any time the aggregate Facility Amount exceeds the Maximum Facility Commitment Amount (an "Out-of-Formula Condition"), such aggregate Facility Credit Exposure shall nevertheless constitute Obligations that are secured by the Collateral and entitled to all benefits thereof. In no event, however, shall GRR have any right whatsoever to receive any Facility if, before or after giving effect thereto, there shall exist an Event of Default.

(c) GRR shall give GRF written notice (or telephonic notice promptly confirmed in writing) of each Borrowing (a "Notice of Facility Borrowing") for each Borrowing from the Facility. Each Notice of Facility Borrowing shall specify: (i) the aggregate principal amount of such Borrowing (ii) the amount outstanding on the Facility (including the amount of the Borrowing) in comparison to the Maximum Facility Commitment Amount, and (iii) the date of such Borrowing (which shall be a Business Day) in the form attached hereto as Exhibit 1.1(c).

(d) GRF shall honor a Notice of Facility Borrowing unless (i) such request is on or after the Commitment Termination Date or (ii) any applicable condition precedent set forth in Section 3 hereof is not satisfied, but may do so in its discretion and without regard to the existence of, and without being deemed to have waived, any Event of Default.

(e) The Facility Account shall not exceed the sum of: (i) the Maximum Facility Commitment Amount, and (ii) any amounts reasonably set aside as Reserves. To the extent there is Excess Cash in the Facility Account over the Maximum Facility Commitment Amount and the Reserves, GRR may distribute such Excess Cash into GRR's operating accounts for use by GRR in its business as may be determined by GRR in its sole and absolute discretion.

1.2 Payments and Reporting.

(a) All payments with respect to any of the Obligations shall be made to GRF in dollars on the date when due, in immediately available funds, without any offset or counterclaim. Except where evidenced by a mutually agreed upon instruments made by GRR to GRF specifically containing payment provisions in conflict with this Section 1.2 (in which event the conflicting provisions of such instruments shall govern and control), the Obligations shall be due and payable in accordance with the terms herein.

(b) On Tuesday of each week, GRR shall provide to GRF a reconciliation reflecting all Advances and/or Settlement Payments received in the GRR Account from Transaction Cycle of Product acquired from a Borrowing from the Facility for the prior week. GRR shall estimate the Facility Fee that will be due for the month based on the outstanding Borrowings and anticipated repayment to the Facility Account. GRR shall maintain in the Facility Account a Reserve equal to the anticipated Facility Fee due for that month and will maintain that Reserve in the Facility Account until the Facility Fee is paid to GRF for that month.

(c) All outstanding Facility Fee due to GRF unpaid on the Commitment Termination Date shall be paid in full by GRR to GRF and any outstanding Borrowing amount from the Facility shall be returned to the Facility Account (or to another account as directed by GRF) on said Commitment Termination Date or immediately upon termination of the Commitment in accordance with Section 2.2 herein.

(d) Whenever any payment of any Obligations shall be due on a day that is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day. If any amount applied to the Obligations is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other Person, then the Obligations or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefor, shall be revived and continued in full force and effect as if such amount had not been made or received. The provisions hereof shall survive the Commitment Termination Date and payment in full of the Obligations.

1.3 Facility Fee. Each Borrowing shall be subject to payment of a "Facility Fee" by GRR to GRF for utilization of the Borrowing in a Transaction Cycle equal to twenty percent (20%) simple interest per annum, adjusted pro rata for the length of time in days, measured on the basis of an Average Daily Balance outstanding from the day of Borrowing to the day that the Borrowing is fully repaid to the Facility Account. On the 5th day of each month, GRR and GRF shall jointly calculate the monthly Facility Fee and GRR shall pay the Facility Fee to GRF.

1.4 Maximum Interest. If the Facility Fee is deemed to be interest pursuant to state or federal law, in no event shall the aggregate of all amounts that are contracted for, charged or received by GRF pursuant to the terms of the Facility Documents and that are deemed interest under applicable law exceed the highest rate permissible under any applicable law, that a court of competent jurisdiction shall, in a final determination, deem applicable hereto. If any interest is charged or received in excess of the maximum rate allowable under applicable law ("Excess"), GRR acknowledges and stipulates that any such charge or receipt shall be the result of an accident and bona fide error, and such Excess, to the extent received, shall be applied first to reduce the principal Obligations and the balance, if any, returned to GRR, it being the intent of the parties hereto not to enter into a usurious or other illegal relationship. The provisions of this Section shall be deemed to be incorporated into every Facility Document (whether or not any provision of this Section is referred to therein).

1.5 **Facility Account**. GRF shall establish the Facility Account and deposit the Facility funds in the Facility Account. GRR shall be entitled to obtain funds from the Facility Account after provision of a Notice of Facility Borrowing to GRF, approval of the same by GRF (such approval not to be unreasonably withheld). The Facility Account shall be subject to a DACA to be approved and modified solely upon agreement of GRF and GRR; however, GRR shall not object to standard terms required by the institution where the Facility Account is maintained. GRR ACKNOWLEDGES AND AGREES THAT GRR SHALL NOT BE ENITLED TO OBTAIN FUNDS FROM THE FACILITY ACCOUNT UNDER ANY CIRCUMSTANCE EXCEPT IN ACCORDANCE WITH THE TERMS OF THE FACILITY DOCUMENTS.

1.6 **Application of Payments and Collections**. GRR agrees that GRF shall have the continuing right to apply any and all payments and collections received from GRR pursuant to this Agreement at any time hereafter against the Obligations arising under this Agreement, in such manner as GRF may deem advisable.

SECTION 2. TERM AND TERMINATION

2.1 **Term**. Subject to GRF's right to cease making the Facility available at any time on or after the Commitment Termination Date, the Commitment shall become effective on the date of this Agreement (subject to satisfaction of the conditions set forth in Section 3 hereof) and shall expire at the close of business on the day specified in Item 5 of the Terms Schedule (the "Term"), unless sooner terminated as provided in Section 2.2 hereof.

2.2 **Termination; Effect of Termination**.

(a) GRF may terminate the Commitment, without notice, at any time that an Event of Default exists. The Commitment shall automatically terminate upon the occurrence of an Event of Default resulting from the commencement of an Insolvency Proceeding by or against GRR.

(b) GRF may terminate the Commitment without cause on the expiration of the Term by providing at least sixty (60) days written notice to GRR. If no written notice is provided within such period, this Agreement shall automatically renew for additional one (1) year terms.

(c) GRF may terminate the Commitment within sixty (60) days of GRR failing to comply with all material Refining Terms (unless such non-compliance will not have a Material Adverse Effect on GRR).

(d) GRR may terminate the Commitment (in whole, but not in part) by giving GRF prior written notice of GRR's desire to terminate the Commitment, which notice shall be irrevocable (unless otherwise agreed in writing by GRF).

(e) On the date of a termination by GRF in accordance with subsection (a) above, all Obligations shall become immediately due and payable without notice to or demand upon GRR and shall be paid to GRF in cash or by wire transfer of immediately available funds. On the date of termination by GRF or GRR in accordance with subsections (b) or (c) above, all Obligations shall become immediately due and payable thirty (30) days after the effective date of termination and shall be paid to GRF in cash or by wire transfer of immediately available funds.

(f) No termination of the Commitment shall in any way affect any of GRF's rights or remedies, or any of GRR's duties or obligations under the Facility Documents, or any Liens held by GRF.

SECTION 3. CONDITIONS PRECEDENT

3.1 **Closing Conditions**. GRF shall not be obligated to make any extension of credit hereunder unless each of the following conditions has been satisfied:

(a) GRR and each other Person that is to be a party to any Facility Document shall have executed and delivered each such Facility Document, all in form and substance satisfactory to GRF;

(b) GRR shall cause to be delivered to GRF the documents described in Item 6 of the Terms Schedule, each in form and substance satisfactory to GRF, in GRF's reasonable discretion; and

(c) GRR shall have satisfied such additional closing conditions as are set forth in Item 7 of the Terms Schedule.

3.2 **Ongoing Conditions Precedent**. GRF shall not be obligated to make any extension of credit unless each of the following conditions is satisfied at the time of the requested extension of credit and after giving effect thereto:

(a) GRF shall have received from GRR a Notice of Facility Borrowing and such other information as reasonably required to be delivered pursuant to the Facility Documents in connection with the funding of any Borrowing and there shall be no Out-of-Formula condition existing;

(b) No Event of Default shall exist (whether before or after giving effect to the funding of any Facility or other extension of credit); and

(c) All representations and warranties made by any Obligor in any of the Facility Documents, or otherwise in writing to GRF, shall be true and correct in all material respects with the same effect as though the representations and warranties have been made on the date of the funding of the requested Facility or other extension of credit.

(d) All financial and other reporting requirements set out in Section 5.6 have been met as and when due.

SECTION 4. GRR'S REPRESENTATIONS AND WARRANTIES

To induce GRF to enter into this Agreement, GRR makes the following representations and warranties, all of which shall be deemed made as of the date hereof and on each date that a request for an extension of credit hereunder is made:

4.1 **Existence and Rights; Predecessors**. GRR is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and is duly qualified or licensed to transact businesses in all places where the failure to be so qualified could reasonably be expected to have a Material Adverse Effect; has the right and power to enter into and discharge all of its obligations under the Facility Documents, each of which constitutes a legal, valid and binding obligation of GRR, enforceable against it in accordance with its terms, subject only to bankruptcy and similar laws affecting creditors' rights generally; and has the power, authority, rights and franchises to own its property and to carry on its business as presently conducted.

4.2 **Authority**. The execution, delivery and performance of the Facility Documents by GRR and each other Person (other than GRF) executing any Facility Document have been duly authorized by all necessary actions of such Person, and do not and will not violate any provision of law, or any writ,

order or decree of any court or governmental authority or agency, or any provision of the Organizational Documents of such Person, and do not and will not result in a breach of, or constitute a default or require any consent under, or result in the creation of any Lien upon any property or assets of such Person pursuant to, any law, regulation, instrument or agreement to which any such Person is a party or by which any such Person or its properties may be subject or bound.

4.3 **Litigation**. There are no actions or proceedings pending, or to the knowledge of GRR threatened, against any Obligor before any court or administrative agency which are reasonably likely to result in a Material Adverse Effect, and GRR has no knowledge or belief or any pending, threatened or imminent, governmental investigations or claims, complaints, actions or prosecutions involving GRR or any Obligor which are reasonably likely to result in a Material Adverse Effect. GRR is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental or regulatory authority.

4.4 **Financial Condition**. All financial statements and information relating to GRR which has been delivered to GRF has been prepared in accordance with GRR's current accounting practices, unless otherwise stated therein, and fairly and reasonably present GRR's financial condition. There has been no material adverse change in the financial condition of GRR since the date of the most recent of such financial statements submitted to GRF. GRR has no knowledge of any liabilities, contingent or otherwise, that are not reflected in such financial statements and information. GRR has not entered into any special commitments or contracts which are not reflected in such financial statements or information and which may have a material adverse effect upon GRR's financial condition, operations or business as now conducted. GRR is, and after consummating the transactions described in the Facility Documents will be, Solvent.

4.5 **Taxes**. GRR has filed all tax returns that it is required to file, and has paid all Taxes shown on said returns as well as all Taxes shown on all assessments received by it to the extent that such Taxes are not being Properly Contested; and GRR is not subject to any tax Liens and has not received any notice of deficiency or other official notice to pay any Taxes which are reasonably likely to result in a Material Adverse Effect.

4.6 **Material Agreements**. GRR is not in default in the performance, observance or fulfillment of any material obligations, covenants or conditions contained in any agreement or instrument where such default could reasonably be expected to have a Material Adverse Effect.

4.7 **Compliance With Laws**. GRR, and its properties, business operations and leaseholds, are in compliance in all material respects with all applicable laws.

4.8 **ERISA**. GRR has no Plan. No Plan established or maintained by GRR had, has, or is expected to have a material accumulated funding deficiency (as such term is defined in Section 302 of ERISA), and no material liability to the Pension Benefit Guaranty Corporation, has been or is expected by GRR to be, incurred with respect to any such Plan by GRR. GRR is not required to contribute to or is not contributing to a Multiemployer Plan and has no withdrawal liability to any Plan, nor has any reportable event referred to in Section 4043(b) of ERISA occurred that has resulted or could result in liability of GRR; and GRR does not have any reason to believe that any other event has occurred that has resulted or could result in liability of GRR as set forth above.

4.9 **Labor Relations**. Neither GRR nor any of its Subsidiaries is a party to or bound by any collective bargaining agreement, management agreement or consulting agreement. On the date hereof, there are no material grievances, disputes or controversies with any union or any other organization of

GRR's or any Subsidiary's employees, or, to GRR's knowledge, any threats of strikes, work stoppages or any asserted pending demands for collective bargaining by any union or organization.

4.10 **Anti-Terrorism Laws**. Neither GRR nor any of its Affiliates is in violation of any anti-terrorism law, including the PATRIOT Act, engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any anti-terrorism law, including the PATRIOT Act; or is any of the following (each a "Blocked Person"): (i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (iii) a Person or entity with which any bank or other financial institution is prohibited from dealing or otherwise engaging in any transaction by any anti-terrorism law; (iv) a Person or entity that commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224; (v) a Person or entity that is named as a "specially designated national" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list; or (vi) a Person who is affiliated with a Person listed above. Neither GRR nor its Affiliates conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person or deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224.

SECTION 5. AFFIRMATIVE COVENANTS

At all times prior to the Commitment Termination Date and payment in full of the Obligations, GRR covenants that it shall:

5.1 **Notices**. Notify GRF, promptly after GRR's obtaining knowledge thereof, of (i) any Default or Event of Default; (ii) the commencement of any action, suit or other proceeding against, or any demand for arbitration with respect to, any Obligor which is reasonably likely to have a Material Adverse Effect; (iii) the occurrence or existence of any default by an Obligor under any agreement relating to Debt for money borrowed which is reasonably likely to have a Material Adverse Effect or (iv) failure of GRR to comply with any material Refining Terms which will have a Material Adverse Effect on GRR.

5.2 **Maintenance of Rights**. Maintain and preserve all rights, franchises and other authority adequate for the conduct of its business.

5.3 **Insurance**. Maintain with its current insurers or with other financially sound and reputable insurers having a rating of at least A– or better by *Best's Ratings*, a publication of A.M. Best Company, insurance with respect to its properties and business against such casualties and contingencies of such type (including product liability, workers' compensation, larceny, embezzlement or other criminal misappropriation insurance) and in such amounts and with such coverages, limits and deductibles as is customary in the business of GRR.

5.4 **Visits and Inspections**. Permit representatives of GRF during normal business hours and (except when an Event of Default exists) upon reasonable prior notice to GRR to: visit and inspect properties of GRR; inspect, audit and make extracts from GRR's Books; and discuss with its officers, employees and independent accountants GRR's business, financial conditions, business prospects and results of operations. In addition, GRF shall have the right to have a GRF representative participate in Transactions and observe GRR's utilization of Product in the Transaction Cycle, provided such participation or observation is not overly burdensome to GRR in conducting its business.

5.5 **Taxes**. Pay and discharge all Taxes prior to the date on which such Taxes become delinquent or any penalties attached thereto, except and to the extent only that such Taxes are being Properly Contested. If requested by GRF, GRR shall provide proof of payment or, in the case of withholding or other employee taxes, deposit required by applicable law and shall deliver to GRF copies of all of tax returns (and amendments thereto).

5.6 **Financial Statements and Other Information.** Keep adequate records and books of account with respect to its business activities in which proper entries are made in accordance with GRR's current accounting practices reflecting all its financial transactions; and cause to be prepared and furnished to GRF the following:

(a) as soon as available, and in any event within 90 days after the close of each Fiscal Year unqualified, unaudited balance sheets of GRR and all Guarantors as of the end of such Fiscal Year and the related statements of income, shareholders' equity and cash flow, on a consolidated and consolidating basis, certified without any going concern or other material qualification by a firm of independent certified public accountants of recognized national standing selected by GRR but reasonably acceptable to GRF and setting forth in each case in comparative form the corresponding consolidated and consolidating figures for the preceding Fiscal Year; and

(b) as soon as available, and in any event within 30 days of the end of each calendar quarter, a reports which details the use of all Facility funds.

5.7 **Compliance with Laws**. Comply with all applicable laws (including the PATRIOT Act) and all other laws regarding the collection, payment and deposit of Taxes, and shall obtain and keep in full force and effect any and all governmental approvals necessary to the ownership of its properties or the conduct of its business and shall promptly report any non-compliance to GRF.

SECTION 6. NEGATIVE COVENANTS

At all times prior to the Commitment Termination Date and payment in full of the Obligations, GRR shall not:

6.1 **Fundamental Changes**. Without prior notice to GRF: (i) change its name, its legal organizational form (e.g., from a corporation to a limited liability company); (ii) change its federal employer identification number, organizational identification number or state of organization; (iii) relocate its chief executive office or principal place of business without having first provided prior written notice to GRF; (iv) amend, modify or otherwise change any of the terms or provisions in any of its Organizational Documents, except for changes that do not affect in any way GRR's authority to enter into and perform the Facility Documents to which it is a party, the perfection of GRF's Liens and any of the Collateral, or its authority or obligation to perform and pay the Obligations; or (v) create any Subsidiary.

6.2 **Conduct of Business**. Sell, lease or otherwise dispose of any of its assets (including any Collateral); suspend or otherwise discontinue all or any material part of its business operations; or engage in any business other than the business engaged in by it on the Closing Date without prior written notice to GRF.

6.3 **GRR Account.** Change the location or account number of the GRR Account without the prior written notice to GRF.

6.4 **Product.** Acquire any Product with funds from the Facility other than Product as approved by GRF in its sole and absolute discretion in accordance with the terms of this Agreement.

SECTION 7. EVENTS OF DEFAULTS; REMEDIES

7.1 **Events of Default**. The occurrence or existence of any one or more of the following events or conditions shall constitute an Event of Default under this Agreement:

(a) GRR shall fail to pay any amounts due in respect of the Obligations or fees, reimbursable items or other charges payable under any of the Facility Documents when due and such failure shall continue unremedied for a period of fifteen (15) days.

(b) GRR fails or neglects to perform, keep or observe any covenant contained in this Agreement or the Security Agreement if the breach of such covenant is not cured to GRF's satisfaction within 30 days after the sooner to occur of any Senior Officer's receipt of notice of such breach from GRF or the date on which such failure or neglect first becomes known to any Senior Officer, provided that such notice and opportunity to cure shall not apply where GRF has suffered damages from the Event of Default which cannot be addressed by a remedy of such Event of Default by GRR; or any Obligor fails or neglects to perform or discharge any covenant or undertaking by it in any other Facility Document if such breach is not cured to GRF's satisfaction within 30 days after the sooner to occur of GRR's receipt of notice of such breach from GRF or the date on which such failure or neglect first becomes known to any Senior Officer, provided that such notice and opportunity to cure shall not apply where GRF has suffered damages from the Event of Default which cannot be addressed by a remedy of such Event of Default by GRR.

(c) Any representation, statement, report, or certificate made or delivered by GRR to GRF is not true and correct to GRR's knowledge, in any material respect, when made or furnished.

(d) An Insolvency Proceeding (i) is commenced against an Obligor and is not dismissed within 45 days thereafter or (ii) is commenced by an Obligor.

(e) One or more judgments shall be entered against any Obligor and (i) enforcement proceedings shall have been commenced by any creditor upon such judgment, or (ii) there shall be any period of 30 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, shall not be in effect.

(f) Any Obligor shall challenge in any action, suit or other proceeding the validity or enforceability of any of the Facility Documents, the legality or enforceability of any of the Obligations or the perfection or priority of any Lien granted to GRF, or any of the Facility Documents ceases to be in full force or effect for any reason other than a full or partial waiver or release by GRF in accordance with the terms thereof.

(g) A Change of Control shall occur.

7.2 **Remedies**. Upon and during the continuance of an Event of Default, GRF may, in its discretion, without notice to or demand upon any Obligor, do any one or more of the following:

(a) Declare all Obligations, whether arising pursuant to this Agreement or otherwise, due, whereupon the same shall become due without further notice or demand (all of which notice and demand GRR expressly waives) immediately due and payable, and GRR shall pay to GRF all amounts due on the Facility and other Obligations plus reasonable and actually incurred attorneys' fees and its court costs if such Obligations are collected by or through an attorney-at-law and return all outstanding amounts from the Facility to the Facility Account;

(b) Cease advancing money or extending credit to or for the benefit of GRR under this Agreement or under any other agreement among GRR and GRF;

(c) Terminate the Commitment, but without affecting GRF's rights and security interest in the Collateral and without affecting the Obligations owing by GRR to GRF; and

(d) Petition for and obtain the appointment of a receiver, without notice of any kind whatsoever, to take possession of any or all of the Collateral and business of GRR and to exercise such rights and powers as the court appointing such receiver shall confer upon such receiver.

7.3 **Cumulative Rights; No Waiver**. All covenants, conditions, warranties, guaranties, indemnities and other undertakings of GRR in any of the Facility Documents shall be deemed cumulative, and GRF shall have all other rights and remedies not inconsistent herewith as provided under the UCC, or other applicable law. No exercise by GRF of one right or remedy shall be deemed an election, and no waiver by GRF of any Event of Default on one occasion shall be deemed to be a continuing waiver or applicable to any other occasion. No delay by GRF shall constitute a waiver, election or acquiescence by GRF in any failure by GRR strictly to comply with its obligations under the Facility Documents.

SECTION 8. GENERAL PROVISIONS

8.1 **Accounting Terms**. Unless otherwise specified herein, all terms of an accounting character used in this Agreement shall be interpreted, all accounting determinations under this Agreement shall be made, and all financial statements required to be delivered under this Agreement shall be prepared in accordance with GRR's current accounting practices, applied on a basis consistent with the most recent financial statements of GRR and its Subsidiaries delivered to GRF prior to the Closing Date and using the same method for inventory valuation as used in such financial statements.

8.2 **Certain Matters of Construction**. The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. The section titles, table of contents and list of exhibits appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All references in this Agreement to statutes shall include all amendments of same and implementing regulations and any successor statutes and regulations; to any instrument or agreement (including any of the Facility Documents) shall include any and all modifications and supplements thereto and any and all restatements, extensions or renewals thereof to the extent such modifications, supplements, restatements, extensions or renewals of any such documents are permitted by the terms thereof; to any Person shall mean and include the successors and permitted assigns of such Person; to "including" shall be understood to mean "including, without limitation"; or to the time of day shall mean the time of day on the day in question in Atlanta, Georgia, unless otherwise expressly provided in this Agreement. An Event of Default shall be deemed to exist at all times during the period commencing on the date that such Event of Default occurs to the date on which such Event of Default is waived in writing pursuant to this Agreement or, is cured within any period of cure expressly provided in this Agreement. Whenever in any provision of this Agreement GRF is authorized to take or decline to take any action (including making any determination) in the exercise of its "discretion," such provision shall be understood to mean that GRF may take or refrain to take such action in its sole and absolute discretion. Whenever the phrase "to the best of GRR's knowledge" or words of similar import relating to the knowledge or the awareness of GRR are used in this Agreement or other Facility Documents, such phrase shall mean and refer to the actual knowledge of any Senior Officer of GRR.

8.3 **Notices and Communications**. Except as otherwise provided in Section 1.1, all notices, requests and other communications to or upon a party hereto shall be in writing (including facsimile

transmission or similar writing) and shall be given to such party at the address or facsimile number for such party in Item 10 of the Terms Schedule or at such other address or facsimile number as such party may hereafter specify for the purpose by notice to GRF and GRR in accordance with the provisions of this Section. Each such notice, request or other communication shall be effective (i) if given by facsimile transmission, when transmitted to the facsimile number specified herein for the noticed party and confirmation of receipt is received, (ii) if by nationally recognized overnight courier, when delivered with receipt acknowledged in writing by the noticed party or (iii) if given by personal delivery, when duly delivered with receipt acknowledged in writing by the noticed party. Any written notice, request or demand that is not sent in conformity with the provisions hereof shall nevertheless be effective on the date that such notice, request or demand is actually received by the individual to whose attention at the noticed party such notice, request or demand is required to be sent.

8.4 **Performance of GRR's Obligations**. If GRR shall fail to discharge any covenant, duty or obligation hereunder or under any of the other Facility Documents, GRF may, in its discretion at any time, for GRR's account and at GRR's expense, pay any amount or do any act required of GRR hereunder or under any of the other Facility Documents or otherwise lawfully requested by GRF. All costs and expenses incurred by GRF in connection with the taking of any such action shall be reimbursed to GRF by GRR **on demand** with interest at the Default Rate from the date such payment is made or such costs or expenses are incurred to the date of payment thereof. Any payment made or other action taken by GRF under this Section shall be without prejudice to any right to assert, and without waiver of, an Event of Default hereunder and without prejudice to GRF's right to proceed thereafter as provided herein or in any of the other Facility Documents.

8.5 **Further Assurances**. GRR agrees to take such further actions as GRF shall request from time to time in connection herewith to evidence or give effect to this Agreement and the other Facility Documents and any of the transactions contemplated hereby. Promptly after GRF's request therefor, GRR shall execute or cause to be executed and delivered to GRF such instruments, assignments, title certificates or other documents as are necessary under the UCC or other applicable law (including any motor vehicle certificates of title act) to perfect (or continue the perfection of) GRF's Liens upon the Collateral and shall take such other action as may be requested by GRF to give effect to or carry out the intent and purposes of this Agreement.

8.6 **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties, provided, that GRR may not assign this Agreement or any rights or obligations hereunder without GRF's prior written consent and any prohibited assignment shall be absolutely void. GRF may sell, assign, transfer, negotiate or grant participations (with GRR's prior consent, which consent shall not be unreasonably withheld) in all or any part of, or any interest in, or any right or remedy under, the Obligations and the Facility Documents.

8.7 **General Indemnity**. GRR hereby agrees to indemnify and defend the Indemnitees against and to hold the Indemnitees harmless from any Indemnified Claim that may be instituted or asserted against or incurred by any of the Indemnitees. Without limiting the generality of the foregoing, this indemnity shall extend to any Indemnified Claims instituted or asserted against or incurred by any of the Indemnitees under any environmental laws. Additionally, if any Taxes (excluding Taxes imposed upon or measured solely by the net income of GRF, but including any intangibles tax, stamp tax, recording tax or franchise tax) shall be payable by GRF or any Obligor on account of the execution or delivery of this Agreement, or the execution, delivery, issuance or recording of any of the other Facility Documents, or the creation or repayment of any of the Obligations hereunder, by reason of any applicable law now or hereafter in effect, GRR shall pay (or shall promptly reimburse GRF for the payment of) all such Taxes, including any interest and penalties thereon, and will indemnify and hold Indemnitees harmless from and against all liability in connection therewith. The foregoing indemnities shall not apply

to Indemnified Claims incurred by any Indemnitee as a direct and proximate result of its own gross negligence or willful misconduct. Notwithstanding anything to the contrary in any of the Facility Documents, the obligations of GRR and each other Obligor with respect to each indemnity given by it in this Agreement or any of the other Facility Documents in favor of GRF shall survive the termination of the Commitment and payment in full of the Obligations. Notwithstanding anything to the contrary in the foregoing or in any of the Facility Documents, GRR shall not be responsible for any Indemnified Claim to the extent caused by the negligence or willful misconduct of GRF, its representatives and/or agents, or any person or entity acting on its behalf

8.8 **Interpretation; Severability**. Section headings and section numbers have been set forth herein for convenience only. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against GRF or GRR, whether under any rule of construction or otherwise, as this Agreement has been reviewed and prepared by all parties hereto. Each provision of this Agreement shall be severable from every other provision of this Agreement for purposes of determining the legal enforceability of any specific provision.

8.9 **Indulgences Not Waivers**. GRF's failure at any time or times to require strict performance by GRR of any provision of this Agreement or any of the other Facility Documents shall not waive, affect or otherwise diminish any right of GRF thereafter to demand strict compliance and performance with such provision.

8.10 **Modification; Counterparts; Facsimile Signatures**. This Agreement cannot be amended unless in writing signed by GRR and GRF; supersedes all prior agreements, understandings, negotiations and inducements regarding the same subject matter, and, together with the other Facility Documents, represents the entire understanding of the parties with respect to the subject matter hereof and thereof. This Agreement and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Counterparts of each of the Facility Documents may be delivered by facsimile or electronic mail and the effectiveness of each such Facility Document and signatures thereon shall have the same force and effect as manually signed originals.

8.11 **Governing Law**. This Agreement shall be governed and construed in accordance with the internal laws (but without regard to conflict of law provisions) of the State of Georgia. Any action or proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement may be brought only in the courts of the State of Georgia, Fulton County, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Georgia, and each party consents to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such action and waives any objection to venue in such courts. Process in any action referred to in the preceding sentence may be served upon a party anywhere in the world.

8.12 **Waiver of Certain Rights. To the fullest extent permitted by applicable law, GRR hereby knowingly, intentionally and intelligently waives (with the benefit of advice of legal counsel of its own choosing): (i) the right to trial by jury (which GRF hereby also waives) in any action, suit, proceeding or counterclaim of any kind arising out of, related to or based in any way upon any of the Facility Documents, the Obligations or the Collateral; (ii) any claim against GRF on any theory of liability, for special, indirect, consequential, exemplary or punitive damages arising out of, in connection with, or as a result of any of the Facility Documents, any transaction thereunder, the enforcement of any remedies by GRF or the use of any proceeds of the Facility; and (iii) notice of acceptance of this Agreement by GRF.**

[Signatures begin on following page.]

The undersigned have executed this Terms Schedule on the 2nd day of August, 2011.

Accepted in Atlanta, Georgia:

GRR:

GOLD RUSH REFINERS, LLC

By: _____ [SEAL]
Name: Armando Fundora
Title: President

GRF:

GOLD RUSH FINANCE, LLC

By: _____ [SEAL]
Name: Michael L. Koepke
Title: President

By: _____ [SEAL]
Name: Andrea L. Koepke
Title: Member

TERMS SCHEDULE

This **Terms Schedule** is a part of the Facility Agreement dated August 2, 2011, between **GOLD RUSH REFINERS, LLC**, as GRR, and **GOLD RUSH FINANCE, LLC**, as GRF (as at any time amended, the "Facility Agreement"). Capitalized terms used in this Terms Schedule, unless otherwise defined herein, shall have the meanings ascribed to them in the Definitions Schedule annexed to the Facility Agreement.

1. **Authorized Officers (Definitions Schedule)**:

In addition to the Senior Officers, the following persons

Name:	Position:
L. Glass	Office. Mgmt
K. Smith	C.P.A

2. **Guarantors (Definitions Schedule)**:

Name:	Mailing Address:
Armando Fundora	9927 Barnesbury Road Douglasville, GA 30135

3. **Maximum Facility Commitment Amount (§1.1)**:

$1,500,000

4. **Facility Fee (§1.3)**:

An amount equal to twenty percent (20%) per annum for all Borrowings adjusted for the Average Daily Balance of such Borrowings.

5. **Term (§2.1)**:

July 31, 2012. GRF shall have the right, in its sole, absolute discretion, to extend the Term for additional one (1) year periods by providing written notice thereof on or prior to May 31, 2012 and each successive Term thereafter.

6. **Documents to be delivered at closing (§3.1(b))**:

(a) A copy of the Organizational Documents of GRR;

(b) A certificate of the resolutions of the board of directors or other appropriate governing body of each Obligor, signed by a Senior Officer of such Obligor, authorizing such Obligor to execute, deliver and perform its obligations under the Facility Documents;

(c) Evidence of insurance, including standard forms of certificates of insurance addressed to GRF, reasonably satisfactory to GRF and otherwise confirming GRR's satisfaction of the insurance requirements contained in the Facility Documents; and

(d) Receipt of GRR's financial statements for its most recently concluded Fiscal Year and its most recently concluded fiscal month, and such other financial reports, projections and other information concerning any Obligor as GRF shall request.

7. **Other Closing Conditions (§3.1(d))**:

None

8. **Notices (§8.3)**

If to GRR:

Gold Rush Refiners, LLC
75 Mendel Drive
Suite J
Atlanta, GA 30135
Attn: Armando Fundora
Telecopier No.: 404-696-0670

With a copy to:

Busch, Slipakoff & Schuh, LLP
3350 Riverwood Parkway, Suite 1550
Atlanta, GA 30339
Attn: Shane Stogner
Telecopier No.: 770-790-3520

If to GRF:

Gold Rush Finance, LLC
1266 W. Paces Ferry Rd. Suite 281
Atlanta, GA 30327
Attn: Michael Koepke
Telecopier No: 770-319-9232

With a copy to:

Arnall Golden Gregory LLP
171 17th Street, NW
Suite 2100
Atlanta, Georgia 30363-1031
Attn: Andrew Schutt
Telecopier No.: 404.873.8779

The undersigned have executed this Terms Schedule on the 2nd day of August, 2011.

Accepted in Atlanta, Georgia:

GRR:

GOLD RUSH REFINERS, LLC

By: _____ [SEAL]
Name: Armando Fundora
Title: President

GRF:

GOLD RUSH FINANCE, LLC

By: _____ [SEAL]
Name: Micahel L. Koepke
Title: President

By: _____ [SEAL]
Name: Andrea L. Koepke
Title: Member

DEFINITIONS SCHEDULE

This **Definitions Schedule** is a part of the Facility Agreement dated July __, 2011, between **GOLD RUSH REFINERS, LLC** as GRR, and **GOLD RUSH FINANCE, LLC**, as GRF (as at any time amended, the "Facility Agreement"). When used in the Facility Agreement or in any Schedule (including this Definitions Schedule) or Rider thereto, the following terms shall have the following meanings (terms defined in the singular to have the same meaning when used in the plural and *vice versa*):

"Advance" means an advance of cash or other proceeds by a Refiner to GRR based on GRR's providing Product to the Refiner.

"Affiliate" means a Person (i) which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, another Person; (ii) which beneficially owns or holds 10% or more of any class of the Equity Interests of a Person; or (iii) 10% or more of the Equity Interests with power to vote of which is beneficially owned or held by another Person or a Subsidiary of another Person. For purposes hereof, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of any Equity Interest, by contract or otherwise.

"Agreement" means the Facility Agreement, together with all Schedules (including the Terms Schedule and this Definitions Schedule), Exhibits and Riders thereto (if any), in each case, whether now or hereafter annexed thereto.

"Authorized Officer" means each Senior Officer, each Person identified in Item 1 of the Terms Schedule, and each other person designated in writing by GRR to GRF as an authorized officer to make requests for the Facility or other extensions of credit under the Agreement.

"Average Daily Balance" means the average daily balance of Borrowings drawn and outstanding on the Facility during a calendar month, calculated by adding all daily balances together and dividing that total amount by the number of days in the month.

"Borrowing" means a disbursement of funds from the Facility to purchase Product.

"Business Day" means any day of the week, excluding Saturdays, Sundays, or a day on which banks in Georgia are authorized or required to be closed.

"Change of Control" means (i) the occurrence of any event (whether in one or more transactions) that results in a transfer of control of GRR to a Person who is not in control of GRR on the date of the Facility Agreement or (ii) any merger or consolidation of or with GRR or sale of all or substantially all of the property of GRR. For purposes of this definition, "control of GRR" shall mean the power, direct or indirect, (x) to vote 50% or more of the Equity Interests having ordinary voting power for the election of directors or managing agents of GRR or (y) to direct or cause the direction of the management and policies of GRR by contract or otherwise.

"Closing Date" means the date on which this Agreement is executed by GRR and GRF.

"Collateral" means (i) any and all Product in the possession of GRR, (ii) any and all cash or cash equivalents held by GRR from utilization of the Facility or purchase of Product and (iii) any and all rights of GRR to receive Advances or Settlement Payments as part of a Transaction.

"Commitment" means the commitment of GRF to make the Facility available in accordance with the Agreement, up to the Maximum Facility Commitment Amount.

"Commitment Termination Date" means the date that is the sooner to occur of (i) the last day of the Term or (ii) the date on which the Commitment is terminated pursuant to Section 2 of the Facility Agreement.

"DACA" means a Deposit Account Control Agreement between GRF, GRR and an institution selected by GRF in its sole and absolute discretion.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice, or both, become an Event of Default.

"Default Rate" means the lesser of fifteen percent (15%) per annum or the maximum rate allowed under Georgia law..

"ERISA" means the Employee Retirement Income Security Act of 1974.

"Event of Default" means any event or condition described in Section 7 of the Facility Agreement.

"Excess Cash" shall mean any amounts in the Facility Account exceeding the aggregate of: (i) the Maximum Facility Commitment Amount, and (ii) any amount set aside as Reserves.

"Facility" means the proceeds made available by GRF to GRR pursuant to the terms of this Agreement up to the Maximum Facility Commitment Amount as defined in Section 1.1(a) of the Agreement.

"Facility Account" shall have the meaning set forth in Section 1.5 of the Agreement.

"Facility Amount" means the combination of the following at any time (i) the amount in the Facility Account, and (ii) the total amount of all Borrowings from the Facility.

"Facility Documents" means, collectively, the Agreement, the Security Agreement, the Guaranty and any other instruments or agreements executed by an Obligor in connection with the Agreement or any of the Obligations.

"Facility Fee" shall have the meaning ascribed thereto in Section 1.3 herein.

"Fiscal Quarter" means any fiscal quarter of GRR.

"Fiscal Year" means the fiscal year of GRR for accounting and tax purposes.

"GRR Account" means the account maintained by GRR for normal business operations and where Advances and Settlement Payments are deposited.

"GRR's Books" means all of GRR's books and records relating to its existence, governance, financial condition or operations, or any of the Collateral, regardless of the medium in which any such information may be recorded.

"Guarantor" means Armando Fundora.

"Guaranty" means each guaranty now or hereafter executed by a Guarantor with respect to any of the Obligations.

"Indemnitees" means GRF and each of its officers, directors, agents (including legal counsel) and Affiliates.

"Indemnified Claims" means all claims, demands, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, awards, remedial response costs, expenses or disbursements of any kind or nature whatsoever (including reasonable attorneys', accountants', auctioneers', consultants' or paralegals' fees and expenses), which may at any time be imposed on, incurred by, or asserted against any Indemnitee in any way relating to or arising out of the administration, performance or enforcement by GRF of any of the Facility Documents or consummation of any of the transactions described therein; the existence of, perfection of a Lien upon or the sale or collection of or other realization upon any Collateral; or the failure of any Obligor to observe, perform or discharge any of such Obligor's covenants or duties under any of the Facility Documents, in each case including any cost or expense incurred by any Indemnitee in connection with any investigation, litigation, arbitration, or other judicial or non-judicial proceeding whether or not such Indemnitee is a party thereto.

"Insolvency Proceeding" means a bankruptcy, receivership, assignment for the benefit of creditors, debt adjustment, liquidation or any other insolvency case or proceeding under any applicable law.

"Lien" means any interest in property securing an obligation owed to or a claim by a Person, whether such interest is based on common law, statute or contract.

"Lien Waiver" means the waiver or subordination of Liens satisfactory to GRF from a lessor, mortgagee, warehouse operator, processor or other third party that may have a Lien upon any Collateral that is in such third party's possession or is located or leased by such party to GRR, by which such Person shall waive or subordinate its Liens and claims with respect to any Collateral in favor of GRF and shall assure GRF's access to any Collateral for the purpose of allowing GRF to enforce its rights and Liens with respect thereto.

"Material Adverse Effect" means the effect of any event, condition, action, omission or circumstance, which, alone or when taken together with other events, conditions, actions, omissions or circumstances occurring or existing concurrently therewith, (i) has a material adverse effect upon the business, operations, properties, or condition (financial or otherwise) of any Obligor; (ii) has or could be reasonably expected to have any material adverse effect upon the validity or enforceability of the Agreement or any of the other Facility Documents; (iii) has any material adverse effect upon the title to or value of any material part of the Collateral, the Liens of GRF with respect to the Collateral or the priority of any such Liens; (iv) materially impairs the ability of any Obligor to perform its obligations under any of the Facility Documents, including repayment of any of the Obligations when due; or (v) materially impairs or delays GRF's ability to enforce or collect the Obligations or realize upon any of the Collateral in accordance with the Facility Documents or applicable law.

"Maximum Facility Commitment Amount" means an amount equal to the amount shown on Item 3 of the Terms Schedule.

"Notice of Facility Borrowing" shall have the meaning as set forth in Section 1.1(c).

"Obligations" means all amounts, obligations, covenants, and duties now or at any time or times hereafter owing by GRR to GRF of any kind and description, whether incurred pursuant to or evidenced by any of the Facility Documents or any other agreement and whether direct or indirect, absolute or

contingent, due or to become due, or joint or several, including the Facility Fee on the Facility, all fees, all obligations of GRR in connection with any indemnification of GRF, all obligations of GRR to reimburse GRF in connection with any letters of credit or bankers acceptances, and all GRF Expenses.

"Obligor" means GRR, each Guarantor, and each other Person that is at any time liable for the payment of the whole or any part of the Obligations or that has granted in favor of GRF a Lien upon any of any of such Person's assets to secure payment of any of the Obligations.

"Ordinary Course of Business" means, with respect to any Person, the ordinary course of such Person's business, as conducted by such Person in accordance with past practices and undertaken by such Person in good faith and not for the purpose of evading any covenant or restriction in any Facility Document.

"Organizational Documents" means, with respect to any Person, its charter, certificate or articles of incorporation, bylaws, articles of organization, limited liability agreement, operating agreement, members agreement, shareholders agreement, partnership agreement, certificate of partnership, certificate of formation, voting trust, or similar agreement or instrument governing the formation or operation of such Person.

"Payment Office" means the office of GRF located at 1266 W. Paces Ferry Rd., Suite 281, Atlanta GA 30327, or such other location as to which GRF shall have given written notice to the GRR.

"Permitted Lien" means any of the following: (i) Liens granted in favor of GRF; (ii) Liens for Taxes (excluding any Lien imposed pursuant to the provisions of ERISA) not yet due or being Properly Contested; (iii) statutory Liens (other than Liens for Taxes) arising in the Ordinary Course of Business of GRR or a Subsidiary, but only if and for so long as payment in respect of such Liens is not at the time required or the Debt secured by any such Liens is being Properly Contested and such Liens do not materially detract from the value of the property of GRR and do not materially impair the use thereof in the operation of GRR's business; (iv) Liens arising from the rendition, entry or issuance against GRR of any judgment for so long as each such Lien is in existence for less than 30 consecutive days after it first arises or is being Properly Contested and is at all times junior in priority to any Liens in favor of GRF; (v) normal and customary rights of setoff upon deposits of cash in favor of banks and other depository institutions and Liens of a collecting bank arising under the UCC, on payment items in the course of collections; and (vi) such other Liens as may be consented to in writing by GRF in its discretion.

"Person" means an individual, partnership, corporation, limited liability company, limited liability partnership, joint stock company, land trust, business trust, or unincorporated organization, or a government or agency, department, or other subdivision thereof.

"Plan " means an employee pension benefit plan that is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Internal Revenue Code and that is either (i) maintained by GRR for employees or (ii) maintained pursuant to a collective bargaining agreement or any other arrangement under which more than one employer makes contributions and to which GRR is then making or accruing an obligation to make contributions or has within the preceding 5 years made or accrued such contributions.

"Product" means gold, precious metals and gem products purchased by GRR from Sellers in the United States. The definition of Product may be expanded by GRF in its sole and absolute discretion and shall only be effective if made in writing by GRF.

"Profit" means the amount of funds remaining from a Transaction Cycle after payment of all customary costs associated with the Transaction Cycle and return of the Borrowing amount for that Transaction to the Facility Account.

"Properly Contested" means, in the case of any Debt of an Obligor (including any Taxes) that is not paid as and when due or payable by reason of such Obligor's bona fide dispute concerning its liability to pay same or concerning the amount thereof, (i) such Debt is being properly contested in good faith by appropriate proceedings promptly instituted and diligently conducted; (ii) such Obligor has established appropriate reserves to cover such Debt; (iii) the non-payment of such Debt will not have a Material Adverse Effect; (iv) no Lien is imposed upon any of such Obligor's assets with respect to such Debt unless such Lien is at all times subordinate in priority to the Liens of GRF (except only with respect to property taxes that have priority as a matter of applicable state law) and enforcement of such Lien is stayed during the period prior to the final resolution or disposition of such dispute; (v) if the Debt results from, or is determined by the entry, rendition or issuance against an Obligor or any of its assets of, a judgment, the enforcement of such judgment is stayed pending a timely appeal or other judicial review; and (vi) if such contest is abandoned, settled or determined adversely (in whole or in part) to such Obligor, such Obligor forthwith pays such Debt and all penalties, interest and other amounts due in connection therewith.

"Refiner" means an end refiner of gold and other metals for use in industry or otherwise.

"Refining Terms" means standard terms and conditions agreed upon between GRR and a Refiner for sale of Product by GRR and purchase of the same by Refiner.

"Reserves" shall mean funds set aside and amounts allocated by GRR in its reasonable discretion for the payment of the estimated Facility Fee.

"Security Agreement" means that certain Security Agreement between GRR and GRF pursuant to which GRR grants a first priority security interest in the Collateral.

"Seller(s)" means a seller of Product acquired from the general public.

"Senior Officer" means any person occupying any of the following positions with GRR as of any applicable date: the chairman of the board of directors, president, chief executive officer, chief financial officer, managing member or managing partner.

"Settlement Payment" means an advance of cash or other proceeds by a Refiner to GRR based on GRR's providing Product to the Refiner after payment of the Advance by the Refiner.

"Solvent" means, as to any Person, such Person (i) is able to pay all of its debts as such debts mature, (ii) has capital that is not unreasonably small for its business and is sufficient to carry on its business and transactions and all business and transactions in which it is about to engage, (iii) is not "insolvent" within the meaning of Section 101(32) of Title 11 of the United States Code, and (iv) has not incurred (by way of assumption or otherwise) any obligations or liabilities (contingent or otherwise) under any of the Facility Documents, or made any conveyance pursuant to or in connection therewith, with actual intent to hinder, delay or defraud either present or future creditors of such Person.

"Taxes" means any present or future taxes, levies, imposts, duties, fees, assessments, deductions, withholdings or other charges of whatever nature, including income, receipts, excise, property, sales, use, transfer, license, payroll, withholding, social security and franchise taxes now or hereafter imposed or levied by the United States or any other governmental authority and all interest, penalties, additions to tax

and similar liabilities with respect thereto, but excluding, in the case of GRF, taxes imposed on or measured by the net income or overall gross receipts of GRF.

"Term" means the term set forth in Section 2.1 of the Facility Agreement.

"Terms Schedule" means the Terms Schedule annexed to the Facility Agreement.

"Transaction" means a transaction wherein GRR utilizes a Borrowing to purchase Product and then sell the same to a Refiner.

"Transaction Cycle" means the cycle of Transaction wherein (i) GRR requests a Borrowing which from the Facility Account pursuant to the terms of the Agreement, (ii) GRR purchases Product from a Seller, (iii) GRR provides the product to a Refiner, (iv) Refiner transmits an Advance to GRR based on receipt of Product and description of the same by GRR and (v) Refiners transmits a Settlement Payment (if any) to GRR after assessment of the Product by Refiner.

"UCC" means the Uniform Commercial Code (or any successor statute) as adopted and in force in the State of Georgia or, when the laws of any other state govern the method or manner of the perfection or enforcement of any security interest in any of the Collateral, the Uniform Commercial Code (or any successor statute) of such state.

Exhibit 1.1(c)

NOTICE OF FACILITY BORROWING

Pursuant to Section 1.1 (c) of that certain Facility Agreement dated as of August 2, 2011, as amended, supplemented or otherwise modified to the date hereof (said Facility Agreement, as so amended, supplemented or otherwise modified, being the "**Facility Agreement**", the terms defined therein and not otherwise defined herein being used herein as therein defined), by and among Gold Rush Refiners, LLC ("**GRR**"), and Gold Rush Finance, LLC ("**GRF**"), this represents GRR's notice to borrow as follows:

Date of Borrowing	**Amount of Borrowing**	**Seller**	**Refiner**

The amount outstanding on the Facility (including the amount of the Borrowing and any amount deposited to the Facility Account by GRR) as of the date hereof is $_____, in comparison to the Maximum Facility Commitment Amount of $1,500,000.

Dated: _____ __, 20___ **GOLD RUSH REFINERS, LLC**

By: _____

Name: _____

Title: _____

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made on August 2, 2011, between **GOLD RUSH REFINERS, LLC,** a Georgia limited liability company ("GRR"), and **GOLD RUSH FINANCE, LLC,** a Georgia limited liability company (together with its successors or assigns, "GRF").

Recitals:

GRF and GRR are parties to a certain Facility Agreement dated August 2, 2011 (as at any time amended, restated, supplemented or otherwise modified, the "Facility Agreement"), pursuant to which GRF has made, or may from time to time hereafter make, funds available from the Facility and other financial accommodations available to GRR. A condition to the provision of financing by GRF to GRR under the Facility Agreement is GRR's execution of this Agreement.

NOW, THEREFORE, for Ten Dollars ($10.00) and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, GRF and GRR hereby agree as follows:

1. Definitions; Rules of Construction. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Facility Agreement. The word "including" shall mean "including, without limitation," and the words "herein," "hereof," and "hereunder" shall have reference to this Agreement taken as a whole and not to any particular provision hereof.

2. Grant of Security Interest. To secure the prompt payment and performance of all of the Obligations, GRR hereby grants to GRF a continuing security interest in and Lien upon (i) any and all Product in the possession of GRR, (ii) any and all cash or cash equivalents held by GRR from utilization of the Facility or purchase of Product and (iii) any and all rights of GRR to receive Advances or Settlement Payments as part of a Transaction. ("Collateral"). GRR warrants that the foregoing security interest is a first priority security interest in GRR's Collateral and that there shall be no other Liens on the Collateral.

3. Setoff. All sums at any time standing to GRR's credit on GRF's books and all of GRR's property at any time in GRF's possession, or upon or in which GRF has a Lien shall be security for the Obligations. In addition to and not in limitation of the above, with respect to any deposits of property of GRR in GRF's possession or control, now or in the future, GRF shall have the right to setoff all or any portion thereof against any Obligations at any time an Event of Default exists without prior notice or demand to GRR without prior notice or demand to GRR.

4. Expenses; Safeguarding Collateral. All expenses of protecting, storing, warehousing, insuring, handling, maintaining and shipping any Collateral, all Taxes imposed under any applicable law on any of the Collateral or in respect of the sale thereof, and all other payments required to be made by GRF to any Person to realize upon any Collateral shall be borne and paid by GRR. GRF shall not be responsible in any way for the safeguarding of any Collateral and the same shall be at GRR's sole risk.

5. **Perfection of Liens; Further Assurances.** GRR shall execute all documents and take whatever actions are requested by GRF to perfect and continue the perfection of GRF's Lien upon GRR's Collateral. Promptly after GRF's request therefor, GRR shall execute or cause to be executed and delivered to GRF such instruments, assignments, title certificates or other documents as are necessary under the UCC or other applicable law (including, collateral assignment of agreements evidencing the collateral) to perfect (or continue the perfection of) GRF's Lien upon GRR's Collateral and shall take such other action as may be requested by GRF to give effect to or carry out the intent and purposes of the Facility Agreement and the other Facility Documents. Upon request of GRF, GRR shall deliver to GRF any and all of the documents evidencing or constituting GRR's Collateral, and GRR shall note GRF's interest upon any and all chattel paper and instruments if not delivered to GRF for possession by GRF. GRR hereby appoints GRF as GRR's irrevocable attorney in fact for the purpose of executing any documents necessary to perfect of continue the perfection of any Lien. GRR shall reimburse GRF for all expenses for the perfection, termination, and continuing of the perfection of GRF's Lien upon the Collateral.

6. **Events of Default.** The occurrence or existence of any one or more of the following events or conditions shall constitute an event of default under this Agreement: (a) any representation or other statement made by GRR herein proves to have been false or misleading in any material respect when made; (b) GRR fails to perform or discharge any of its covenants or obligations under this Agreement (time being of the essence); or (c) an Event of Default under (and as defined in) the Facility Agreement shall occur or exist.

7. **Rights and Remedies Upon Default.**

(a) Upon or after the occurrence of any event of default referenced in Section 6 above, all of the Obligations shall, at the option of GRF and without any notice to or demand upon GRR of any kind (all of which GRR hereby expressly waives), become immediately due and payable, and GRF shall thereupon have and may exercise from time to time any and all rights and remedies afforded to a secured party under the UCC, together with every right and remedy available to GRF under any other applicable law. In addition to, and without limiting the generality of the foregoing, GRF shall have the right: (i) to enforce the remedies described in the Facility Agreement, (ii) to bid and be the purchaser at any sale of Collateral if permitted by law; (iii) to incur attorney's fees and expenses in exercising any of the rights, remedies, powers or privileges provided hereunder, and to pay, satisfy and discharge, or to bond, deposit or indemnify against, any tax or other Lien that in the opinion of GRF or its counsel may in any manner or to any extent be a Lien upon any of the Collateral, all of which fees, payments and expenses shall become part of GRF's expenses of retaking, holding, preparing for sale and the like, and shall be added to and become a part of the principal amount of the Obligations; and (iv) to apply the proceeds realized from any collection, sale, lease or other disposition of the Collateral first to the costs, expenses and attorney's fees incurred by GRF for collection and for acquisition, protection, removal, storage, sale and delivery of the Collateral, second, to payment of the Obligations. If any deficiency shall arise, GRR shall remain bound and jointly and severally liable to GRF therefor.

(b) GRF shall not be liable or responsible to GRR in any way for the safeguarding of any of the Collateral, for any loss or damage thereto, for any diminution in the value thereof, or for any act or default of any carrier, warehouseman, forwarding agency, or other Person whomsoever, but the same shall be at all times at GRR's risk. All rights, remedies, powers, and privileges of GRF hereunder are cumulative and not alternative, and may be exercised concurrently or seriatim, and are in addition to and not in lieu of any other rights of GRF at law, in equity, under statute or under any other agreement with GRR.

8. **Indulgences Not Waivers**. Neither the failure nor any delay on the part of GRF to exercise any right, remedy, power or privilege hereunder shall operate as a waiver thereof or give rise to any estoppel, nor be construed as an agreement to modify the terms of this Agreement, nor shall any single or partial exercise by GRF of any right, remedy, power or privilege preclude any other or further exercise by GRF of the same or of any other right, remedy, power, or privilege; nor shall any waiver by GRF of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver by a party hereunder shall be effective unless it is in writing and signed by the party making such waiver, and then only to the extent specifically stated in such writing.

9. **Notices**. All notices, requests and demands to or upon a party hereto shall be in writing and sent in accordance with the Facility Agreement. Notice sent at least 10 days before the date of any intended public sale or the date after which any private sale or other intended disposition of the Collateral is to be made by GRF shall be deemed to be reasonable notice of such sale or other disposition, provided that notice is hereby waived with respect to any of the Collateral that threatens to decline speedily in value or is of a type customarily sold on a recognized market.

10. **Entire Agreement; Amendments; Counterparts**. This Agreement, along with the Facility Agreement, constitute and express the entire understanding between the parties hereto with respect to the subject matter hereof; this Agreement may not be changed, altered, waived, modified, supplemented, discharged, canceled, terminated, or amended orally or in any manner other than by an agreement in writing signed by the parties hereto; and may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

11. **Section Headings; Severability**. The section headings in this Agreement are for convenience of reference only; they form no part of this Agreement and shall not affect its interpretation. The provisions of this Agreement are independent of and separable from each other. If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

12. **Successors and Assigns**. The rights, remedies, powers, and privileges of GRF hereunder shall inure to the benefit of the successors and assigns of GRF, and the duties and obligations of GRR hereunder shall bind the successors and assigns of GRR.

13. **Term of Agreement**. This Agreement shall continue in full force and effect until the sooner to occur of (a) the date on which GRF and GRR, in writing, mutually agree to terminate this Agreement or (b) the date on which all of the Obligations have been paid in full and the Facility Agreement has been terminated in accordance with its terms.

14. **Governing Law; Forum Selection**. This Agreement shall be governed in all respect by, and construed in accordance with, the laws of the State of Georgia, including the UCC (except, when the laws of any other state govern the method or manner of the perfection or enforcement of any security interest in any of the Collateral, the laws of such other state shall govern as to such matters). Any action or proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement may be brought only in the courts of the State of Georgia, Fulton County, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Georgia, and each party consents to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such action and waives any objection to venue in such courts. Process in any action referred to in the preceding sentence may be served upon a party anywhere in the world.

15. **Waivers. To the fullest extent permitted by applicable law, GRR waives notice of GRF's acceptance of this Agreement and notice of any hearing in connection with, and the requirement to post bond as a condition to, the issuance of an immediate writ of possession with respect to any of the Collateral. GRR and GRF each hereby waives the right to trial by jury in any action, suit, proceeding or counterclaim concerning this Agreement or any of the Obligations.**

[Remainder of page intentionally left blank; signatures begin on following page]

IN WITNESS WHEREOF, GRR has caused this Agreement to be signed, sealed and delivered on the day and year first written above.

GRR:

GOLD RUSH REFINERS, LLC

By: _____ [SEAL]
Name: Armando Fundora
Title: President

[Signatures continued on following page]

GRF

GOLD RUSH FINANCE, LLC

By:_____
Name: Michael L. Koepke
Title: President

GRF

GOLD RUSH FINANCE, LLC

By:_____
Name: Andrea L. Koepke
Title: Member

DEBT PURCHASE AND ASSIGNMENT AGREEMENT

THIS PURCHASE AND ASSIGNMENT AGREEMENT (this "Agreement"), is entered into on March 05, 2014 by and between Bayern Ventures, LLC, a Georgia limited liability company (the "Assignor") and Capital Financial Global, Inc., a Nevada corporation, (the "Assignee"); together, the "parties."

WHEREAS, Assignor is the legal and beneficial owner of that certain debt owed by Gold Rush Refiners, LLC, a Georgia limited liability company, Gold Rush Refiners USA, Inc., a Georgia corporation (collectively, the "Debtor") incurred prior to the date first stated above, in the current principal amount of Five Hundred Thousand and 00/100 Dollars ($500,000.00) payable to the Assignor, more particularly set forth in Exhibit A attached hereto (the "Debt");

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor the entire amount of the Debt on the basis of the representations, warranties and agreements contained in this Agreement (the Assignment");

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

A. Purchase Price. Assignee will pay to the Assignor an aggregate purchase price for the Debt of Forty Thousand and 00/100 Dollars ($40,000.00) (the "Purchase Price"). The Purchase Price will be paid in the form of Forty Thousand (40,000) shares of Assignee's Series B Preferred Stock on the Closing Date (as defined herein).

B. Assignment.

   a. Transfer of Debt: On the Closing Date (as set forth below), for the payment of the Purchase Price the Assignor hereby absolutely, irrevocably and unconditionally sells, assigns, conveys, and transfers to the Assignee all of the rights and interests to the Debt owned by the Assignor and all of Assignor's rights and benefits thereunder and conferred therein, and the Assignee accepts such assignment.

   b. Closing Procedures. The closing of the assignment contemplated hereunder shall take place within Seven (7) days of the date of full execution hereof (the "Closing Date") or such other date as mutually agreed by the parties hereto. On the Closing Date, the following shall take place:

      i. The Assignee shall deliver the Purchase Price to its counsel:

         Vincent & Rees, LLC
         Attn: David Rees, Esq.
         175 South Main, 15th Floor
         Salt Lake City, UT 84111
         Phone: 801-303-5730
         Fax: 801-355-5005

      ii. Immediately upon notification of the delivery of the Purchase Price, the Assignor shall deliver to the Assignee Exhibit B "Instrument Of Assignment And Transfer" executed by the Assignor in a form annexed hereto transferring the Debt.

Joel J Natario

iii. Following delivery the Instrument of Assignment and Transfer, the Assignee shall instruct its counsel to transfer the Purchase Price to Assignor.

C. Additional Documents. The Assignor agrees to take such further action and to execute and deliver, or cause to be executed and delivered, any and all other documents which are, in the opinion of the Assignee or its counsel, necessary to carry out the terms and conditions of the Assignment effected by the Agreement.

D. Effective Date And Counterpart Signature. This Agreement shall be effective as of the date first written above. This Agreement, and acceptance of same, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Confirmation of execution by telex or by telecopy or telefax of a facsimile signature page shall be binding upon that party so confirming.

E. Representations And Warranties of the Assignee

a. Organization: Authority. The Assignee is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, partnership or other applicable power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations thereunder, and the execution, delivery and performance by the Assignor of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of the Assignee.

b. Binding Agreement: This Agreement, when executed and delivered by the Assignee, will constitute a valid and legally binding obligation of the Assignee, enforceable against the Assignee in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (c) to the extent the indemnification provisions contained herein may be limited by federal or state securities laws.

c. Investment Experience: Access to Information and Preexisting Relationship. The Assignee (a) either alone or together with its representatives, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of this investment and make an informed decision to so invest, and has so evaluated the risks and merits of such investment in the Debt, (b) has the ability to bear the economic risks of this investment and can afford a complete loss of such investment, (c) understands the terms of and risks associated with the acquisition of the Notes, including, without limitation, a lack of liquidity, price transparency or pricing availability and risks associated with the industry in which the Debtor operates, (d) has had the opportunity to review such disclosure regarding the Debtor, its business, its financial condition and its prospects as the Assignee has determined to be necessary in connection with the Assignment of the Debt.

d. Restrictions on Transfer. The Assignee understands that the Debt has not been registered under the Securities Act of 1933, as amended ("Securities Act") or the securities laws of any state.

e. Absence of General Solicitation. The Assignee is not accepting such Assignment as a result of any advertisement, article, notice or other communication regarding the Notes published in

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Joel J Natario

any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

f. No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which the Assignee is subject or any provision of its organizational documents or other similar governing instruments, or conflict with, violate or constitute a default under any agreement, credit facility, debt or other instrument or understanding to which the Assignee is a party.

g. Consents. No authorization, consent, approval or other order of, or declaration to or filing with, any governmental agency or body or other Person is required on the part of Assignee for the valid authorization, execution, delivery and performance by the Assignee of this Agreement and the consummation of the transactions contemplated hereby.

F. Representations And Warranties Of The Assignor

a. Ownership. Assignor owns and is conveying to Assignee all right, title and interest to the Debt, free and clear of all liens, mortgages, pledges, security interests, encumbrances or charges of any kind or description.

b. Organization: Authority. The Assignor is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, partnership or other applicable power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations thereunder, and the execution, delivery and performance by the Assignor of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of the Assignor. This Agreement, when executed and delivered by the Assignor, will constitute a valid and legally binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (c) to the extent the indemnification provisions contained herein may be limited by federal or state securities laws.

c. No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which the Assignee is subject or any provision of its organizational documents or other similar governing instruments, or conflict with, violate or constitute a default under any agreement, credit facility, debt or other instrument or understanding to which the Assignee is a party.

d. Consents. No authorization, consent, approval or other order of, or declaration to or filing with, any governmental agency or body or other Person is required on the part of Assignee for the valid authorization, execution, delivery and performance by the Assignee of this Agreement and the consummation of the transactions contemplated hereby.

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Joel J Natario

e. No Litigation. There is no action, suit, proceeding, judgment, claim or investigation pending, or to the knowledge of the Assignor, threatened against the Assignor, which could reasonably be expected in any manner to challenge or seek to prevent, enjoin, alter or delay the transactions contemplated hereby.

f. Not an Affiliate. Assignor is not now, and has not been during the preceding 90 days, an officer, director, 10% or more shareholder of Debtor or in any other way an "affiliate" of Debtor (as that term is defined in Rule 144(a)(1) adopted pursuant to the Securities Act of 1933, as amended) and is delivering a letter to that effect in the form annexed hereto that may be delivered to counsel to the Debtor.

G. General Provisions

a. Governing Law: Submissions to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to conflict of law principles. Each party agrees that any action or proceeding arising out of or relating in any way to this agreement shall be brought in a United States federal or state court of competent jurisdiction sitting in Salt Lake City, Salt Lake County, in the State of Utah. Each party hereby irrevocably and unconditionally waives any defense of an inconvenient forum or lack of personal jurisdiction to the maintenance of any action or proceeding and any right of jurisdiction or venue on account of the place of residence or domicile of any party hereto. Each party hereby irrevocably waives any right it may have, and agrees not to request, a jury trial for the adjudication of any dispute hereunder or in connection with or arising out of this agreement or any transaction contemplated hereby.

b. Amendments. No provision hereof may be waived or modified other than by an instrument in writing signed by the party against whom enforcement is sought.

c. Severability. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

[Remainder of page intentionally left blank; Signature Page to follow]

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Joel J Natario

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

Bayern Ventures, LLC
1226 W. Paces Ferry #281
Atlanta, GA 30327
Phone: 404-516-2340
Fax: MIKOEPKE1@GMAIL.COM

By: _____
Name: Mike Koepke
Title: Manager

Date: 3/4/14

ASSIGNEE:

CAPITAL FINANCIAL GLOBAL, INC.

By: _____
Name: Paul Norat
Title: President

AGREED AND ACKNOWLEDGED

Gold Rush Refiners, LLC.

By: Joel J Natario
Name: Joel Natario
Title: Manager

AGREED AND ACKNOWLEDGED

Gold Rush Refiners USA, Inc.

By: Joel J Natario
Name: Joel Natario
Title: CEO

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Joel J Natario

Exhibit A

___ Original copy of the Promissory Note
___ Original copy of any security agreements
___ UCC filing paperwork
___ Original copy of any guaranties
___ Any invoices or agreements evidencing the Debt

Joel J Natario

Exhibit B

INSTRUMENT OF ASSIGNMENT AND TRANSFER

ASSIGNMENT AND ASSUMPTION OF DEBT

In accordance with that certain Debt Purchase and Assignment Agreement dated March ____, 2014 (the "Agreement"), between Bayern Ventures, LLC (the "Assignor") and Capital Financial Global, Inc. (the "Assignee"), Assignor, hereby irrevocably assigns to Assignee, all of Assignors right, title and interest in the Debt owed by Gold Rush Refiners, LLC, a Georgia limited liability company, and Gold Rush Refiners USA, Inc., a Georgia corporation (collectively, the "Debtor"), described in the Agreement.

Assignee hereby accepts the foregoing assignment and delivery and assumes all of the risks and benefits of the Assignor, as owner of the Debt, accruing from and after the date hereof.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be duly executed the day and year first above written.

ASSIGNOR:	ASSIGNEE:
Bayern Ventures, LLC	Capital Financial Global, Inc.
By: _____	By: _____
Name: Mike Koepke	Name: Paul Norat
Title: Manager	Title: President
Date: 3/4/14	Date: 3/5/2014

ACKNOWLEDGEMENT OF DEBTOR

By signing below Gold Rush Refiners, LLC (the "Debtor"), acknowledges and agrees that the Debt is currently owing and consents and agrees to the assignment by Assignor to Assignee of the Debt and agrees to honor that portion of the Debt and to pay to the Assignee such sums as may be due and owing thereon.

AGREED AND ACKNOWLEDGED	AGREED AND ACKNOWLEDGED
Gold Rush Refiners, LLC	Gold Rush Refiners USA, Inc.
By: Joel J Natario	By: Joel J Natario
Name: Joel Natario	Name: Joel Natario
Title: Manager	Title: CEO

Joel J Natario

PROMISSORY NOTE

$500,000.00 Date: June 6, 2012

FOR VALUE RECEIVED, Gold Rush Refiners, LLC (the "Debtor"), hereby unconditionally promises to pay to the order of Bayern Ventures, LLC (hereafter, together with any holder hereof, called "Holder") at the offices of the Holder located at 1266 W. Paces Ferry, Suite 281, Atlanta, Georgia 30327, or at such other place as the Holder may designate in writing to the Debtor, in lawful money of the United States of America, and in immediately available funds, the principal sum of Five Hundred Thousand and No/100 Dollars ($500,000.00) together with interest on the principal balance from time to time outstanding hereunder (computed on the basis of a 365-day year and actual number of days elapsed) from the date hereof until paid in full at a per annum rate equal to twelve percent (12%).

Unless due earlier pursuant to the terms hereof, the principal balance shall be payable in full on June 1, 2013. Accrued interest shall be due and payable on the 1st day of each month, commencing on July 1, 2012.

Notwithstanding any terms or provisions contained herein or elsewhere, in no event shall the aggregate amount of Interest (as defined below) contracted for, reserved, charged, collected, taken or received by the Holder pursuant to this Note exceed the maximum amount permissible (the "Maximum Rate") under the Usury Laws (as defined below). Neither the exercise by the Holder of its rights to accelerate the payment or the maturity of any indebtedness evidenced by this Note, nor the prepayment by the Debtor of any of the indebtedness evidenced by this Note, nor the occurrence of any other event or contingency whatsoever, shall entitle the Holder to charge, collect or receive Interest in excess of the Maximum Rate and in no event shall the Debtor be obligated to pay Interest exceeding the Maximum Rate. All agreements, conditions or stipulations, if any, which may in any event or contingency operate to bind, obligate or compel the Debtor to pay Interest exceeding the Maximum Rate shall be without binding force or effect, at law or in equity, but only to the extent of the excess of Interest over such Maximum Rate. If any Interest is contracted for, charged, collected, taken or received in excess of the Maximum Rate ("Excess"), the Debtor acknowledges and agrees that any such obligation, charge, collection or receipt shall be the result of a bona fide error, and such Excess, to the extent received, shall be applied first to reduce the principal hereof and the balance of such Excess, if any, shall be returned to the Debtor; it being the express intent of the Debtor and the Holder that the Debtor not pay and the Holder not receive, charge or collect, directly or indirectly, interest in excess of the Maximum Rate. By the execution of this Note, the Debtor covenants and agrees that (i) the credit or return of any Excess shall constitute the acceptance by the Debtor of such Excess, and (ii) the Debtor shall not seek or pursue (and hereby waives to the fullest extent permitted by law) any other remedy, legal or equitable, against the Holder, based in whole or in part upon contracting for, charging, collecting or receiving any Interest in excess of the Maximum Rate. For the purpose of determining whether or not any Excess has been contracted for,

charged, collected or received by the Holder, all Interest at any time contracted for, charged, collected or received from the Debtor in connection with the indebtedness evidenced by this Note shall, to the extent permitted by the Usury Laws, be amortized, prorated, allocated and spread in equal parts throughout the full term of this Note. The Debtor and the Holder agree, to the maximum extent permitted under the Usury Laws, to (i) characterize any non-principal payment as an expense rather than as Interest and (ii) exclude voluntary prepayments and the effects thereof. For purposes hereof, the term "Interest" shall mean any and all interest, fees, premiums and other charges for the use of money or the extension of credit and shall include any "interest" (or any amount or sum deemed to be "interest") under and as defined in the Usury Laws; and the term "Usury Laws" shall mean any applicable laws, statutes [(including, without limitation, Title 7, Chapter 4 of the Official Code of Georgia)], rules, regulations or ordinances limiting, governing or otherwise regulating the rate or amount of Interest or the manner which Interest may be calculated, charged, collected, paid, contracted for or disclosed.

The Debtor, and the Holder by accepting this Note, each agree and stipulate that the only charge imposed upon the Debtor for the use of money in connection with this Note is and shall be the interest described in the first paragraph hereof.

Each of the following events shall constitute an "Event of Default" under this Note: (i) failure of the Debtor to pay any principal, interest or other amount due hereunder when due, or the Debtor shall in any way fail to comply with the other terms, covenants or conditions contained in this Note; (ii) any written representation or warranty made at any time by the Debtor to the Holder shall prove to have been incorrect or misleading in any material respect when made; (iii) a default, event of default, or event which with the giving of notice or the passage of time or both would constitute a default or event of default, shall have occurred under any other document, instrument, contract or agreement now or hereafter entered into by the Debtor and Holder or executed by the Debtor in favor of the Holder, or the Debtor shall in any way fail to comply with the terms, covenants or conditions contained in any such document, instrument, contract or agreement; (iv) a default, event of default, or event which with the giving of notice or the passage of time or both would constitute a default or event of default, shall have occurred under any document, instrument, contract or agreement (a) evidencing or securing indebtedness of the Debtor for borrowed money or (b) material to the financial condition of the Debtor; (v) a final judgment or order for the payment of money, or any final order granting equitable relief, shall be entered against the Debtor and such judgment or order has or will have a materially adverse effect on the financial condition of the Debtor; (vi) a warrant, writ of attachment, levy or other similar process shall be issued against any property of the Debtor; (vii) the Debtor shall (a) commence a voluntary case under the Bankruptcy Code of 1978, as amended or other federal bankruptcy law (as now or hereafter in effect); (b) file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition for adjustment of debts; (c) consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws; (d) apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic

or foreign; (e) be unable to, or admit in writing its inability to, pay its debts as they become due; (f) make a general assignment for the benefit of creditors; or (g) make a conveyance fraudulent as to creditors under any state or federal law; or (viii) a case or other proceeding shall be commenced against the Debtor in any court of competent jurisdiction seeking (a) relief under the Bankruptcy Code of 1978, as amended or other federal bankruptcy law (as now or hereafter in effect) or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts or (b) the appointment of a trustee, receiver, custodian, liquidator or the like for the Debtor or all or any substantial part of the assets, domestic or foreign, of the Debtor.

Upon the occurrence of an Event of Default (other than an Event of Default described in clause (vii) or (viii) of the definition thereof), any and all of the loans and the Debtor's other obligations hereunder, at the option of the Holder, and without demand or notice of any kind, may be immediately declared, and thereupon shall immediately become in default and due and payable and the Holder may exercise any and all rights and remedies available to it at law, in equity or otherwise. Upon the occurrence of an Event of Default described in clause (vii) or (viii) of the definition thereof, any and all of the loans and the Debtor's other obligations hereunder, without demand or notice of any kind, shall immediately become in default and due and payable and the Holder may exercise any and all rights and remedies available to it at law, in equity or otherwise.

The Debtor shall pay all expenses incurred by the Holder in the collection of this Note, including, without limitation, the reasonable fees and disbursements of counsel to the Holder, if this Note is collected by or through an attorney-at-law.

Time is of the essence of this Note.

To secure the payment of this Note and, all other indebtedness or liability of the Debtor to the Holder, however and whenever incurred or evidenced, whether direct or indirect, absolute or contingent, or due or to become due, the Debtor hereby grants to the Holder a security interest in, and collaterally assigns to the Holder, all property of the Debtor of every kind and description now or hereafter in the possession or control of the Holder for any reason, including all dividends and distributions on or other rights in connection therewith.

In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, the Debtor hereby authorizes the Holder, at any time or from time to time, without notice to the Debtor or to any other person or entity, any such notice being hereby expressly waived, to set-off and to appropriate and to apply any and all indebtedness at any time held or owing by the Holder or any affiliate of the Holder, to or for the credit or the account of the Debtor, against and on account of all obligations of the Debtor owing hereunder or otherwise to the Holder, irrespective of whether or not the Holder shall have declared any or all of such obligations of the Debtor to be due and payable, and although such obligations shall be contingent or unmatured.

THE DEBTOR, AND THE HOLDER BY ACCEPTING THIS NOTE, EACH ACKNOWLEDGES THAT ANY DISPUTE OR CONTROVERSY BETWEEN THE DEBTOR AND THE HOLDER WOULD BE BASED ON DIFFICULT AND COMPLEX ISSUES OF LAW AND FACT. ACCORDINGLY, THE HOLDER AND THE DEBTOR HEREBY WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT OR TRIBUNAL IN WHICH AN ACTION MAY BE COMMENCED BY OR AGAINST THE DEBTOR ARISING OUT OF THIS NOTE OR BY REASON OF ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN THE DEBTOR AND THE HOLDER OF ANY KIND OR NATURE.

THE DEBTOR, AND THE HOLDER BY ACCEPTING THIS NOTE, HEREBY AGREE THAT THE FEDERAL COURT OF THE DISTRICT OF GEORGIA OR, AT THE OPTION OF THE HOLDER, ANY STATE COURT LOCATED IN FULTON COUNTY, GEORGIA SHALL HAVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE DEBTOR AND THE HOLDER PERTAINING DIRECTLY OR INDIRECTLY TO THIS NOTE OR ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN THE DEBTOR AND THE HOLDER OF ANY KIND OR NATURE. THE DEBTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED IN SUCH COURTS, HEREBY WAIVING PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREEING THAT SERVICE OF SUCH SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED ADDRESSED TO THE DEBTOR AT THE ADDRESS OF THE DEBTOR SET FORTH BELOW ITS SIGNATURE HERETO. SHOULD THE DEBTOR FAIL TO APPEAR OR ANSWER ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THIRTY DAYS AFTER THE MAILING THEREOF, IT SHALL BE DEEMED IN DEFAULT AN ORDER AND/OR JUDGMENT MAY BE ENTERED AGAINST IT AS PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE CHOICE OF FORUM SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE BRINGING OF ANY ACTION BY THE HOLDER OR THE ENFORCEMENT BY THE HOLDER OF ANY JUDGMENT OBTAINED IN SUCH FORUM IN ANY OTHER APPROPRIATE JURISDICTION. FURTHER, THE DEBTOR HEREBY WAIVES THE RIGHT TO ASSERT THE DEFENSE OF FORUM NON CONVENIENS AND THE RIGHT TO CHALLENGE THE VENUE OF ANY COURT PROCEEDING.

THE DEBTOR AGREES THAT ALL OF ITS PAYMENT OBLIGATIONS HEREUNDER SHALL BE ABSOLUTE, UNCONDITIONAL AND, FOR THE PURPOSES OF MAKING PAYMENTS HEREUNDER, THE DEBTOR HEREBY WAIVES ANY RIGHT TO ASSERT ANY SETOFF, COUNTERCLAIM OR CROSS-CLAIM.

FURTHER, THE DEBTOR WAIVES (I) ANY NOTICE OR HEARING PRIOR TO THE TAKING POSSESSION OR CONTROL BY THE HOLDER OF ANY COLLATERAL GIVEN BY THE DEBTOR, (II) THE POSTING OF ANY BOND OR SECURITY WHICH MIGHT BE REQUIRED BY ANY COURT PRIOR TO ALLOWING THE HOLDER TO EXERCISE ANY OF ITS RIGHTS OR REMEDIES, INCLUDING THE ISSUANCE OF AN IMMEDIATE WRIT OF POSSESSION AND (III) THE BENEFIT OF ALL VALUATION, APPRAISEMENT AND EXEMPTION OF LAWS.

THE FOREGOING WAIVERS HAVE BEEN MADE WITH THE ADVICE OF COUNSEL AND WITH A FULL UNDERSTANDING OF THE LEGAL CONSEQUENCES THEREOF.

No delay or failure on the part of the Holder in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Holder of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

All amendments to this Note, and any waiver or consent of the Holder, must be in writing and signed by the Holder and the Debtor.

The Debtor hereby waives presentment, demand, notice of dishonor, protests and all other notices whatever.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA.

This Note shall be binding upon the successors and assigns of the Debtor. A Holder of this Note may assign or transfer this Note to any person or entity without notice to, or the consent of, the Debtor. The Debtor may not assign any of its obligations hereunder to any person or entity.

Any notice to be given hereunder shall be in writing, shall be sent to the Holder's address as specified in the first paragraph hereof or the Debtor's addresses set forth below its signature hereto, as the case may be, and shall be deemed received (i) on the earlier of the date of receipt or the date three business days after deposit of such notice in the United States mail, if sent postage prepaid, certified mail, return receipt requested or (ii) when actually received, if personally delivered.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Debtor has executed and delivered this Promissory Note under seal as of the date and year first written above.

DEBTOR:

GOLD RUSH REFINERS, LLC,
a Georgia limited liability company

By: _____
Print Name: Armando Fundora
Title: C.E.O.

Address for Notices:
75 Mendel Drive, Suite J
Atlanta, Georgia 30135
Attn: Armando Fundora
Email: afundora@goldrushrefiners.com

SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of June 6, 2012 between **GOLD RUSH REFINERS, LLC**, a Georgia limited liability company (the "Debtor"), and **Bayern Ventures, LLC**, a Georgia Limited Liability Company (the "Secured Party").

WHEREAS, the Debtor has entered into a Promissory Note in the amount of $500,000.00, dated as of June 6, 2012 (as amended and in effect from time to time, the "Credit Agreement"), with the Secured Party, pursuant to which the Secured Party, subject to the terms and conditions contained therein, is to make a loan to the Debtor; and

WHEREAS, it is a condition precedent to the Secured Party's making any loans to the Debtor under the Credit Agreement that the Debtor execute and deliver to the Secured Party a security agreement in substantially the form hereof; and

WHEREAS, the Debtor wishes to grant a security interest in favor of the Secured Party as herein provided;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein without definitions shall have the respective meanings provided therefor in the Credit Agreement. The term "State," as used herein, means the State of Georgia. All terms defined in the Uniform Commercial Code of the State and used herein shall have the same definitions herein as specified therein. However, if a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9. The term "Obligations," as used herein, means all of the indebtedness, obligations and liabilities of the Debtor to the Secured Party, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Credit Agreement, any promissory notes or other instruments or agreements executed and delivered pursuant thereto or in connection therewith or this Agreement. The term "Event of Default," as used herein, means the failure of the Debtor to pay or perform any of the Obligations as and when due to be paid or performed under the terms of the Credit Agreement.

2. Grant of Security Interest. The Debtor hereby grants to the Secured Party, to secure the payment and performance in full of all of the Obligations, a security interest in and so pledges and assigns to the Secured Party the following properties, assets and rights of the Debtor, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof (all of the same being hereinafter called the "Collateral"): all personal and fixture property of every kind and nature including without limitation all goods (including inventory, equipment and any accessions thereto), instruments (including promissory notes), documents, accounts (including health-care-

insurance receivables), chattel paper (whether tangible or electronic), deposit accounts, letter-of-credit rights (whether or not the letter of credit is evidenced by a writing), commercial tort claims, securities and all other investment property, supporting obligations, any other contract rights or rights to the payment of money, insurance claims and proceeds, and all general intangibles (including all payment intangibles).

3. Authorization to File Financing Statements. The Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of the Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the State or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by part 5 of Article 9 of the Uniform Commercial Code of the State, or such other jurisdiction, for the sufficiency or filing office acceptance of any financing statement or amendment, including (i) whether the Debtor is an organization, the type of organization and any organizational identification number issued to the Debtor and, (ii) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. The Debtor agrees to furnish any such information to the Secured Party promptly upon the Secured Party's request.

4. Other Actions. To further the attachment, perfection and first priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in the Collateral, and without limitation on the Debtor's other obligations in this Agreement, the Debtor agrees, in each case at the Debtor's expense, to take the following actions with respect to the following Collateral:

4.1 Promissory Notes and Tangible Chattel Paper. If the Debtor shall at any time hold or acquire any promissory notes or tangible chattel paper, the Debtor shall forthwith endorse, assign and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify.

4.2 Deposit Accounts. For each deposit account that the Debtor at any time opens or maintains, the Debtor shall, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (a) cause the depositary bank to comply at any time with instructions from the Secured Party to such depositary bank directing the disposition of funds from time to time credited to such deposit account, without further consent of the Debtor, or (b) arrange for the Secured Party to become the customer of the depositary bank with respect to the deposit account, with the Debtor being permitted, only with the consent of the Secured Party, to exercise rights to withdraw funds from such deposit account. The Secured Party agrees with the Debtor that the Secured Party shall not give any such instructions or withhold any withdrawal rights from the Debtor, unless an Event of Default has occurred and is continuing, or would occur, if effect were given to any withdrawal not otherwise permitted by the Loan Documents. The provisions of this paragraph shall not apply to (i)

any deposit account for which the Debtor, the depositary bank and the Secured Party have entered into a cash collateral agreement specially negotiated among the Debtor, the depositary bank and the Secured Party for the specific purpose set forth therein, (ii) a deposit account for which the Secured Party is the depositary bank and is in automatic control, and (iii) deposit accounts specially and exclusively used for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of the Debtor's salaried employees.

4.3 Investment Property. If the Debtor shall at any time hold or acquire any certificated securities, the Debtor shall forthwith endorse, assign and deliver the same to the Secured Party, accompanied by such instruments of transfer or assignment duly executed in blank as the Secured Party may from time to time specify. If any securities now or hereafter acquired by the Debtor are uncertificated and are issued to the Debtor or its nominee directly by the issuer thereof, the Debtor shall immediately notify the Secured Party thereof and, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (a) cause the issuer to agree to comply with instructions from the Secured Party as to such securities, without further consent of the Debtor or such nominee, or (b) arrange for the Secured Party to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by the Debtor are held by the Debtor or its nominee through a securities intermediary or commodity intermediary, the Debtor shall immediately notify the Secured Party thereof and, at the Secured Party's request and option, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (i) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply with entitlement orders or other instructions from the Secured Party to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Secured Party to such commodity intermediary, in each case without further consent of the Debtor or such nominee, or (ii) in the case of financial assets or other investment property held through a securities intermediary, arrange for the Secured Party to become the entitlement holder with respect to such investment property, with the Debtor being permitted, only with the consent of the Secured Party, to exercise rights to withdraw or otherwise deal with such investment property. The Secured Party agrees with the Debtor that the Secured Party shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by the Debtor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights not otherwise permitted by the Loan Documents, would occur. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Secured Party is the securities intermediary.

4.4 Collateral in the Possession of a Bailee. If any Collateral is at any time in the possession of a bailee, the Debtor shall promptly notify the Secured Party thereof and, at the Secured Party's request and option, shall promptly obtain an acknowledgement from the bailee, in form and substance satisfactory to the Secured Party, that the bailee holds such Collateral for the benefit of the Secured Party, and that such bailee agrees to

comply, without further consent of the Debtor, with instructions from the Secured Party as to such Collateral. The Secured Party agrees with the Debtor that the Secured Party shall not give any such instructions unless an Event of Default has occurred and is continuing or would occur after taking into account any action by the Debtor with respect to the bailee.

4.5 Electronic Chattel Paper and Transferable Records. If the Debtor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record," as that term is defined in Section 201 of the federal Electronic Signatures in Global and National Commerce Act, or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, the Debtor shall promptly notify the Secured Party thereof and, at the request and option of the Secured Party, shall take such action as the Secured Party may reasonably request to vest in the Secured Party control, under Section 9-105 of the Uniform Commercial Code, of such electronic chattel paper or control under Section 201 of the federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Secured Party agrees with the Debtor that the Secured Party will arrange, pursuant to procedures satisfactory to the Secured Party and so long as such procedures will not result in the Secured Party's loss of control, for the Debtor to make alterations to the electronic chattel paper or transferable record permitted under UCC Section 9-105 or, as the case may be, Section 201 of the federal Electronic Signatures in Global and National Commerce Act or Section 16 of the Uniform Electronic Transactions Act for a party in control to make without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by the Debtor with respect to such electronic chattel paper or transferable record.

4.6 Letter-of-Credit Rights. If the Debtor is at any time a beneficiary under a letter of credit, the Debtor shall promptly notify the Secured Party thereof and, at the request and option of the Secured Party, the Debtor shall, pursuant to an agreement in form and substance satisfactory to the Secured Party, either (i) arrange for the issuer and any confirmer or other nominated person of such letter of credit to consent to an assignment to the Secured Party of the proceeds of the letter of credit, or (ii) arrange for the Secured Party to become the transferee beneficiary of the letter of credit, with the Secured Party agreeing, in each case, that the proceeds of the letter to credit are to be applied as provided in the Credit Agreement.

4.7 Commercial Tort Claims. If the Debtor shall at any time hold or acquire a commercial tort claim, the Debtor shall immediately notify the Secured Party in a writing signed by the Debtor of the particulars thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

4.8 Other Actions as to Any and All Collateral. The Debtor further agrees, at the request of the Secured Party, to take any and all other actions the Secured Party may reasonably determine to be necessary or useful for the attachment, perfection and first

priority of, and the ability of the Secured Party to enforce, the Secured Party's security interest in any and all of the Collateral, including, without limitation, (a) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the Uniform Commercial Code, to the extent, if any, that the Debtor's signature thereon is required therefor, (b) causing the Secured Party's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral, (c) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Secured Party to enforce, the Secured Party's security interest in such Collateral, (d) obtaining governmental and other third party waivers, consents and approvals in form and substance satisfactory to Secured Party, including, without limitation, any consent of any licensor, lessor or other person obligated on Collateral, (e) obtaining waivers from mortgagees and landlords in form and substance satisfactory to the Secured Party and (f) taking all actions under any earlier versions of the Uniform Commercial Code or under any other law, as reasonably determined by the Secured Party to be applicable in any relevant Uniform Commercial Code or other jurisdiction, including any foreign jurisdiction.

5. Relation to Other Security Documents. The provisions of this Agreement supplement the provisions of any real estate mortgage or deed of trust granted by the Debtor to the Secured Party that secures the payment or performance of any of the Obligations. Nothing contained in any such real estate mortgage or deed of trust shall derogate from any of the rights or remedies of the Secured Party hereunder. In addition to the provisions of this Agreement being so read and construed with any such mortgage or deed of trust, the provisions of this Agreement shall be read and construed with the other Security Documents referred to below in the manner so indicated.

6. Representations and Warranties Concerning Debtor's Legal Status. The Debtor hereby represents and warrants to the Secured Party as follows: (a) the Debtor's exact legal name is that as indicated on the signature page hereof, (b) the Debtor is an organization of the type, and is organized in the jurisdiction as set forth on the signature page hereof, and (c) the address of the Debtor's principal place of business is that as indicated on the signature page hereof.

7. Covenants Concerning Debtor's Legal Status. The Debtor covenants with the Secured Party as follows: (a) without providing at least 30 days prior written notice to the Secured Party, the Debtor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address, and (b) the Debtor will not change its type of organization, jurisdiction of organization or other legal structure.

8. Representations and Warranties Concerning Collateral, etc. The Debtor further represents and warrants to the Secured Party as follows: (a) the Debtor is the owner of the Collateral, free from any right or claim or any person or any adverse lien, security interest or other encumbrance, except for the security interest created by this Agreement, (b) none of the Collateral constitutes, or is the proceeds of, "farm products" as defined in Section

9-102(a)(34) of the Uniform Commercial Code of the State, (c) none of the account debtors or other persons obligated on any of the Collateral is a governmental authority covered by the Federal Assignment of Claims Act or like federal, state or local statute or rule in respect of such Collateral, (d) the Debtor holds no commercial tort claim, and (e) the Debtor has at all times operated its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances

9. Covenants Concerning Collateral, etc. The Debtor further covenants with the Secured Party as follows: (a) the Collateral, to the extent not delivered to the Secured Party pursuant to Section 4, will be kept at the Debtor's principal place of business and the Debtor will not remove the Collateral from such location, without providing at least thirty (30) days prior written notice to the Secured Party, (b) except for the security interest herein granted, the Debtor shall be the owner of the Collateral free from any right or claim of any other person, lien, security interest or other encumbrance, and the Debtor shall defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to the Secured Party, (c) the Debtor shall not pledge, mortgage or create, or suffer to exist any right of any person in or claim by any person to the Collateral, or any security interest, lien or encumbrance in the Collateral in favor of any person, other than the Secured Party, (d) the Debtor will keep the Collateral in good order and repair and will not use the same in violation of law or any policy of insurance thereon, (e) the Debtor will permit the Secured Party, or its designee, to inspect the Collateral at any reasonable time, wherever located, (f) the Debtor will pay promptly when due all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Agreement, (g) the Debtor will continue to operate, its business in compliance with all applicable provisions of the federal Fair Labor Standards Act, as amended, and with all applicable provisions of federal, state and local statutes and ordinances dealing with the control, shipment, storage or disposal of hazardous materials or substances, and (h) the Debtor will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein except for (i) sales of inventory in the ordinary course of business and (ii) so long as no Event of Default has occurred and is continuing, sales or other dispositions of obsolescent items of equipment consistent with past practices.

10. Insurance.

10.1 Maintenance of Insurance. The Debtor will maintain with financially sound and reputable insurers insurance with respect to its properties and business against such casualties and contingencies as shall be in accordance with general practices of businesses engaged in similar activities in similar geographic areas. Such insurance shall be in such minimum amounts that the Debtor will not be deemed a co-insurer under applicable insurance laws, regulations and policies and otherwise shall be in such amounts, contain such terms, be in such forms and be for such periods as may be reasonably satisfactory to the Secured Party. In addition, all such insurance shall be payable to the Secured Party as loss payee. Without limiting the foregoing, the Debtor

will (i) keep all of its physical property insured with casualty or physical hazard insurance on an "all risks" basis, with broad form flood and earthquake coverages and electronic data processing coverage, with a full replacement cost endorsement and an "agreed amount" clause in an amount equal to 100% of the full replacement cost of such property, (ii) maintain all such workers' compensation or similar insurance as may be required by law, and (iii) maintain, in amounts equal to those generally maintained by businesses engaged in similar activities in similar geographic areas, general public liability insurance against claims of bodily injury, death or property damage occurring, on, in or about the properties of the Debtor; business interruption insurance; and product liability insurance.

10.2 Insurance Proceeds. The proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall, subject to the rights, if any, of other parties with an interest having priority in the property covered thereby, (i) so long as no Default or Event of Default has occurred and is continuing, be disbursed to the Debtor for direct application by the Debtor solely to the repair or replacement of the Debtor's property so damaged or destroyed, and (ii) in all other circumstances, be held by the Secured Party as cash collateral for the Obligations. The Secured Party may, at its sole option, disburse from time to time all or any part of such proceeds so held as cash collateral, upon such terms and conditions as the Secured Party may reasonably prescribe, for direct application by the Debtor solely to the repair or replacement of the Debtor's property so damaged or destroyed, or the Secured Party may apply all or any part of such proceeds to the Obligations with the Commitment (if not then terminated) being reduced by the amount so applied to the Obligations.

11. Collateral Protection Expenses; Preservation of Collateral.

11.1 Expenses Incurred by Secured Party. In the Secured Party's discretion, if the Debtor fails to do so, the Secured Party may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral, maintain any of the Collateral, make repairs thereto and pay any necessary filing fees or insurance premiums. The Debtor agrees to reimburse the Secured Party on demand for all expenditures so made. The Secured Party shall have no obligation to the Debtor to make any such expenditures, nor shall the making thereof be construed as the waiver or cure of any Default or Event of Default.

11.2 Secured Party's Obligations and Duties. Anything herein to the contrary notwithstanding, the Debtor shall remain obligated and liable under each contract or agreement comprised in the Collateral to be observed or performed by the Debtor thereunder. The Secured Party shall not have any obligation or liability under any such contract or agreement by reason of or arising out of this Agreement or the receipt by the Secured Party of any payment relating to any of the Collateral, nor shall the Secured Party be obligated in any manner to perform any of the obligations of the Debtor under or pursuant to any such contract or agreement, to make inquiry as to the nature or sufficiency of any payment received by the Secured Party in respect of the Collateral or as to the sufficiency of any performance by any party under any such contract or agreement, to present or file any claim, to take any action to enforce any performance or

to collect the payment of any amounts which may have been assigned to the Secured Party or to which the Secured Party may be entitled at any time or times. The Secured Party's sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Uniform Commercial Code of the State or otherwise, shall be to deal with such Collateral in the same manner as the Secured Party deals with similar property for its own account.

12. Securities and Deposits. The Secured Party may at any time following and during the continuance of a Default and Event of Default, at its option, transfer to itself or any nominee any securities constituting Collateral, receive any income thereon and hold such income as additional Collateral or apply it to the Obligations. Whether or not any Obligations are due, the Secured Party may following and during the continuance of a Default and Event of Default demand, sue for, collect, or make any settlement or compromise which it deems desirable with respect to the Collateral. Regardless of the adequacy of Collateral or any other security for the Obligations, any deposits or other sums at any time credited by or due from the Secured Party to the Debtor may at any time be applied to or set off against any of the Obligations then due and owing.

13. Notification to Account Debtors and Other Persons Obligated on Collateral. If a Default or an Event of Default shall have occurred and be continuing, the Debtor shall, at the request and option of the Secured Party, notify account debtors and other persons obligated on any of the Collateral of the security interest of the Secured Party in any account, chattel paper, general intangible, instrument or other Collateral and that payment thereof is to be made directly to the Secured Party or to any financial institution designated by the Secured Party as the Secured Party's agent therefor, and the Secured Party may itself, if a Default or an Event of Default shall have occurred and be continuing, without notice to or demand upon the Debtor, so notify account debtors and other persons obligated on Collateral. After the making of such a request or the giving of any such notification, the Debtor shall hold any proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Debtor as trustee for the Secured Party without commingling the same with other funds of the Debtor and shall turn the same over to the Secured Party in the identical form received, together with any necessary endorsements or assignments. The Secured Party shall apply the proceeds of collection of accounts, chattel paper, general intangibles, instruments and other Collateral received by the Secured Party to the Obligations, such proceeds to be immediately credited after final payment in cash or other immediately available funds of the items giving rise to them.

14. Power of Attorney.

14.1 Appointment and Powers of Secured Party. The Debtor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of the Debtor or in the Secured Party's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or useful to accomplish the purposes of this Agreement and, without limiting the generality

of the foregoing, hereby gives said attorneys the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, to do the following:

(a) upon the occurrence and during the continuance of a Default or an Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise dispose of or deal with any of the Collateral in such manner as is consistent with the Uniform Commercial Code of the State and as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary or useful to protect, preserve or realize upon the Collateral and the Secured Party's security interest therein, in order to effect the intent of this Agreement, all at least as fully and effectively as the Debtor might do, including, without limitation, (i) the filing and prosecuting of registration and transfer applications with the appropriate federal, state, local or other agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, (ii) upon written notice to the Debtor, the exercise of voting rights with respect to voting securities, which rights may be exercised, if the Secured Party so elects, with a view to causing the liquidation of assets of the issuer of any such securities, and (iii) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral; and

(b) to the extent that the Debtor's authorization given in Section 3 is not sufficient, to file such financing statements with respect hereto, with or without the Debtor's signature, or a photocopy of this Agreement in substitution for a financing statement, as the Secured Party may deem appropriate and to execute in the Debtor's name such financing statements and amendments thereto and continuation statements which may require the Debtor's signature.

14.2 Ratification by Debtor. To the extent permitted by law, the Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and is irrevocable.

14.3 No Duty on Secured Party. The powers conferred on the Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Debtor for any act or failure to act, except for the Secured Party's own gross negligence or willful misconduct.

15. Rights and Remedies. If an Event of Default shall have occurred and be continuing, the Secured Party, without any other notice to or demand upon the Debtor have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code of the State and any additional rights and remedies which may be provided to a secured party in any jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose the

Secured Party may, so far as the Debtor can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. The Secured Party may in its discretion require the Debtor to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of the Debtor's principal office(s) or at such other locations as the Secured Party may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the Secured Party shall give to the Debtor at least five (5) Business Days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. The Debtor hereby acknowledges that five (5) Business Days prior written notice of such sale or sales shall be reasonable notice. In addition, the Debtor waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of the Secured Party's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of the Collateral and to exercise its rights and remedies with respect thereto.

16. Standards for Exercising Rights and Remedies. To the extent that applicable law imposes duties on the Secured Party to exercise remedies in a commercially reasonable manner, the Debtor acknowledges and agrees that it is not commercially unreasonable for the Secured Party (a) to fail to incur expenses reasonably deemed significant by the Secured Party to prepare Collateral for disposition or otherwise to fail to complete raw material or work in process into finished goods or other finished products for disposition, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to exercise collection remedies against account debtors or other persons obligated on Collateral or to fail to remove liens or encumbrances on or any adverse claims against Collateral, (d) to exercise collection remedies against account debtors and other persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, whether or not in the same business as the Debtor, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure the Secured Party against risks of loss, collection or disposition of Collateral or to provide to the Secured Party a guaranteed return from the collection or disposition of Collateral, or (l) to the extent deemed appropriate by the Secured Party, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Secured Party in the collection or disposition of any of the Collateral. The Debtor acknowledges that the purpose of this Section 16 is to provide non-exhaustive indications of what actions or omissions by the Secured Party would fulfill the Secured Party's duties under the Uniform Commercial Code or other law of the State or any other relevant jurisdiction in

the Secured Party's exercise of remedies against the Collateral and that other actions or omissions by the Secured Party shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this Section 16. Without limitation upon the foregoing, nothing contained in this Section 16 shall be construed to grant any rights to the Debtor or to impose any duties on the Secured Party that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section 16.

17. No Waiver by Secured Party, etc. The Secured Party shall not be deemed to have waived any of its rights or remedies in respect of the Obligations or the Collateral unless such waiver shall be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of the Secured Party with respect to the Obligations or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Secured Party deems expedient.

18. Suretyship Waivers by Debtor. The Debtor waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral received or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Obligations and the Collateral, the Debtor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of or failure to perfect any security interest in any Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party shall have no duty as to the collection or protection of the Collateral or any income therefrom, the preservation of rights against prior parties, or the preservation of any rights pertaining thereto beyond the safe custody thereof as set forth in Section 11.2. The Debtor further waives any and all other suretyship defenses.

19. Marshalling. The Secured Party shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, the Debtor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of the Secured Party's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, the Debtor hereby irrevocably waives the benefits of all such laws.

20. Proceeds of Dispositions; Expenses. The Debtor shall pay to the Secured Party on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by the Secured Party in protecting, preserving or enforcing the Secured Party's rights and remedies under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale or other disposition of the Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as the Secured Party may determine or in such order or preference as is provided in the Credit Agreement, proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by Sections 9-608(a)(1)(C) or 9-615(a)(3) of the Uniform Commercial Code of the State, any excess shall be returned to the Debtor. In the absence of final payment and satisfaction in full of all of the Obligations, the Debtor shall remain liable for any deficiency.

21. Overdue Amounts. Until paid, all amounts due and payable by the Debtor hereunder shall be a debt secured by the Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

22. Governing Law; Consent to Jurisdiction. THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA. The Debtor agrees that any action or claim arising out of, or any dispute in connection with, this Agreement, any rights, remedies, obligations, or duties hereunder, or the performance or enforcement hereof or thereof, may be brought in the courts of the State or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Debtor by mail at the address specified in the Credit Agreement. The Debtor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

23. Waiver of Jury Trial. THE DEBTOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS, REMEDIES, OBLIGATIONS, OR DUTIES HEREUNDER, OR THE PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF. Except as prohibited by law, the Debtor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Debtor (i) certifies that neither the Secured Party nor any representative, agent or attorney of the Secured Party has represented, expressly or otherwise, that the Secured Party would not, in the event of litigation, seek to enforce the foregoing waivers or other waivers contained in this Agreement, and (ii) acknowledges that, in entering into the Credit Agreement, the Secured Party is relying upon, among other things, the waivers and certifications contained in this Section 23.

24. Miscellaneous. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Debtor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Debtor acknowledges receipt of a copy of this Agreement.

[signatures on following page]

IN WITNESS WHEREOF, intending to be legally bound, the Debtor has caused this Agreement to be duly executed as of the date first above written.

DEBTOR:

GOLD RUSH REFINERS, LLC,
A Georgia Limited Liability Company

By: _____
Print Name: Armando Funes
Title: Gold Rush Refiners C.E.O.

Address: 75 Mendel Drive, Suite J
Atlanta, Georgia 30135

SECURED PARTY:

Bayern Ventures, LLC
A Georgia Limited Liability Company

By: _____
Print Name: Mike Kovacs
Title: President

Address: 1266 W. Paces Ferry Rd.
Suite 281
Atlanta, Georgia 30327

DEBT PURCHASE AND ASSIGNMENT AGREEMENT

THIS PURCHASE AND ASSIGNMENT AGREEMENT (this "Agreement"), is entered into on March 05, 2014 by and between Carlaken Holdings, LLC, a Georgia limited liability company (the "Assignor") and Capital Financial Global, Inc., a Nevada corporation, (the "Assignee"); together, the "parties."

WHEREAS, Assignor is the legal and beneficial owner of that certain debt owed by Gold Rush Refiners, LLC, a Georgia limited liability company, Gold Rush Refiners USA, Inc., a Georgia corporation (collectively, the "Debtor") incurred prior to the date first stated above, in the current principal amount of Five Hundred Thousand and 00/100 Dollars ($500,000.00) payable to the Assignor, more particularly set forth in Exhibit A attached hereto (the "Debt");

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor the entire amount of the Debt on the basis of the representations, warranties and agreements contained in this Agreement (the Assignment");

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

A. Purchase Price. Assignee will pay to the Assignor an aggregate purchase price for the Debt of One Hundred Twenty Five Thousand and 00/100 Dollars ($125,000.00) (the "Purchase Price"). The Purchase Price will be paid in the form of One Hundred and Twenty Five Thousand (125,000) shares of Assignee's Series B Preferred Stock on the Closing Date (as defined herein).

B. Assignment.

   a. Transfer of Debt: On the Closing Date (as set forth below), for the payment of the Purchase Price the Assignor hereby absolutely, irrevocably and unconditionally sells, assigns, conveys, and transfers to the Assignee all of the rights and interests to the Debt owned by the Assignor and all of Assignor's rights and benefits thereunder and conferred therein, and the Assignee accepts such assignment.

   b. Closing Procedures. The closing of the assignment contemplated hereunder shall take place within Seven (7) days of the date of full execution hereof (the "Closing Date") or such other date as mutually agreed by the parties hereto. On the Closing Date, the following shall take place:

      i. The Assignee shall deliver the Purchase Price to its counsel:

         Vincent & Rees, LLC
         Attn: David Rees, Esq.
         175 South Main, 15th Floor
         Salt Lake City, UT 84111
         Phone: 801-303-5730
         Fax: 801-355-5005

      ii. Immediately upon notification of the delivery of the Purchase Price, the Assignor shall deliver to the Assignee Exhibit B "Instrument Of Assignment And Transfer" executed by the Assignor in a form annexed hereto transferring the Debt.

iii. Following delivery the Instrument of Assignment and Transfer, the Assignee shall instruct its counsel to transfer the Purchase Price to Assignor.

C. Additional Documents. The Assignor agrees to take such further action and to execute and deliver, or cause to be executed and delivered, any and all other documents which are, in the opinion of the Assignee or its counsel, necessary to carry out the terms and conditions of the Assignment effected by the Agreement.

D. Effective Date And Counterpart Signature. This Agreement shall be effective as of the date first written above. This Agreement, and acceptance of same, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Confirmation of execution by telex or by telecopy or telefax of a facsimile signature page shall be binding upon that party so confirming.

E. Representations And Warranties of the Assignee

a. Organization: Authority. The Assignee is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, partnership or other applicable power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations thereunder, and the execution, delivery and performance by the Assignor of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of the Assignee.

b. Binding Agreement: This Agreement, when executed and delivered by the Assignee, will constitute a valid and legally binding obligation of the Assignee, enforceable against the Assignee in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (c) to the extent the indemnification provisions contained herein may be limited by federal or state securities laws.

c. Investment Experience: Access to Information and Preexisting Relationship. The Assignee (a) either alone or together with its representatives, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of this investment and make an informed decision to so invest, and has so evaluated the risks and merits of such investment in the Debt, (b) has the ability to bear the economic risks of this investment and can afford a complete loss of such investment, (c) understands the terms of and risks associated with the acquisition of the Notes, including, without limitation, a lack of liquidity, price transparency or pricing availability and risks associated with the industry in which the Debtor operates, (d) has had the opportunity to review such disclosure regarding the Debtor, its business, its financial condition and its prospects as the Assignee has determined to be necessary in connection with the Assignment of the Debt.

d. Restrictions on Transfer. The Assignee understands that the Debt has not been registered under the Securities Act of 1933, as amended ("Securities Act") or the securities laws of any state.

e. Absence of General Solicitation. The Assignee is not accepting such Assignment as a result of any advertisement, article, notice or other communication regarding the Notes published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

f. No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which the Assignee is subject or any provision of its organizational documents or other similar governing instruments, or conflict with, violate or constitute a default under any agreement, credit facility, debt or other instrument or understanding to which the Assignee is a party.

g. Consents. No authorization, consent, approval or other order of, or declaration to or filing with, any governmental agency or body or other Person is required on the part of Assignee for the valid authorization, execution, delivery and performance by the Assignee of this Agreement and the consummation of the transactions contemplated hereby.

F. Representations And Warranties Of The Assignor

a. Ownership. Assignor owns and is conveying to Assignee all right, title and interest to the Debt, free and clear of all liens, mortgages, pledges, security interests, encumbrances or charges of any kind or description.

b. Organization: Authority. The Assignor is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, partnership or other applicable power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations thereunder, and the execution, delivery and performance by the Assignor of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of the Assignor. This Agreement, when executed and delivered by the Assignor, will constitute a valid and legally binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (c) to the extent the indemnification provisions contained herein may be limited by federal or state securities laws.

c. No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which the Assignee is subject or any provision of its organizational documents or other similar governing instruments, or conflict with, violate or constitute a default under any agreement, credit facility, debt or other instrument or understanding to which the Assignee is a party.

d. Consents. No authorization, consent, approval or other order of, or declaration to or filing with, any governmental agency or body or other Person is required on the part of Assignee for the valid authorization, execution, delivery and performance by the Assignee of this Agreement and the consummation of the transactions contemplated hereby.

e. No Litigation. There is no action, suit, proceeding, judgment, claim or investigation pending, or to the knowledge of the Assignor, threatened against the Assignor, which could reasonably be expected in any manner to challenge or seek to prevent, enjoin, alter or delay the transactions contemplated hereby.

f. Not an Affiliate. Assignor is not now, and has not been during the preceding 90 days, an officer, director, 10% or more shareholder of Debtor or in any other way an "affiliate" of Debtor (as that term is defined in Rule 144(a)(1) adopted pursuant to the Securities Act of 1933, as amended) and is delivering a letter to that effect in the form annexed hereto that may be delivered to counsel to the Debtor.

G. General Provisions

a. Governing Law: Submissions to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to conflict of law principles. Each party agrees that any action or proceeding arising out of or relating in any way to this agreement shall be brought in a United States federal or state court of competent jurisdiction sitting in Salt Lake City, Salt Lake County, in the State of Utah. Each party hereby irrevocably and unconditionally waives any defense of an inconvenient forum or lack of personal jurisdiction to the maintenance of any action or proceeding and any right of jurisdiction or venue on account of the place of residence or domicile of any party hereto. Each party hereby irrevocably waives any right it may have, and agrees not to request, a jury trial for the adjudication of any dispute hereunder or in connection with or arising out of this agreement or any transaction contemplated hereby.

b. Amendments. No provision hereof may be waived or modified other than by an instrument in writing signed by the party against whom enforcement is sought.

c. Severability. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

[Remainder of page intentionally left blank; Signature Page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

Carlaken Holdings, LLC
1610 Greenview Ct.
Woodstock, GA 30189-1537
Phone: _____
Fax: _____

By: _____
Name: Kenneth P LaMorta
Title: President

Date: _____

ASSIGNEE:

CAPITAL FINANCIAL GLOBAL, INC.

By: _____
Name: Paul Norat
Title: President

AGREED AND ACKNOWLEDGED

Gold Rush Refiners, LLC.

By: _____
Name: Joel Natario
Title: Manager

AGREED AND ACKNOWLEDGED

Gold Rush Refiners USA, Inc.

By: _____
Name: Joel Natario
Title: CEO

ASSIGNOR:

Carlaken Holdings, LLC
1610 Greenview Ct.
Woodstock, GA 30189-1537

Phone: 678-641-8324

Fax: 770-591-8439

By: _____

Name: Kenneth P LaMorta

Title: President

Date: 3/5/14

ASSIGNEE:

CAPITAL FINANCIAL GLOBAL, INC.

By: _____

Name: Paul Norat

Title: President

AGREED AND ACKNOWLEDGED

Gold Rush Refiners, LLC.

By: _____

Name: Joel Natario

Title: Manager

AGREED AND ACKNOWLEDGED

Gold Rush Refiners USA, Inc.

By: _____

Name: Joel Natario

Title: CEO

Exhibit A

___ Original copy of the Promissory Note
___ Original copy of any security agreements
___ UCC filing paperwork
___ Original copy of any guaranties
___ Any invoices or agreements evidencing the Debt

Exhibit B

INSTRUMENT OF ASSIGNMENT AND TRANSFER

ASSIGNMENT AND ASSUMPTION OF DEBT

In accordance with that certain Debt Purchase and Assignment Agreement dated March ____, 2014 (the "Agreement"), between Bayern Ventures, LLC (the "Assignor") and Capital Financial Global, Inc. (the "Assignee"), Assignor, hereby irrevocably assigns to Assignee, all of Assignors right, title and interest in the Debt owed by Gold Rush Refiners, LLC, a Georgia limited liability company, and Gold Rush Refiners USA, Inc., a Georgia corporation (collectively, the "Debtor"), described in the Agreement.

Assignee hereby accepts the foregoing assignment and delivery and assumes all of the risks and benefits of the Assignor, as owner of the Debt, accruing from and after the date hereof.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be duly executed the day and year first above written.

ASSIGNOR:	ASSIGNEE:
Carlaken Holdings, LLC	Capital Financial Global, Inc.
By: _____	By: _____
Name: Kenneth P. LaMorta	Name: Paul Norat
Title: President	Title: President
Date: 3/5/14	Date: 3/5/2014

Exhibit A

___ Original copy of the Promissory Note
___ Original copy of any security agreements
___ UCC filing paperwork
___ Original copy of any guaranties
___ Any invoices or agreements evidencing the Debt

Exhibit B

INSTRUMENT OF ASSIGNMENT AND TRANSFER

ASSIGNMENT AND ASSUMPTION OF DEBT

In accordance with that certain Debt Purchase and Assignment Agreement dated March ____, 2014 (the "Agreement"), between Bayern Ventures, LLC (the "Assignor") and Capital Financial Global, Inc. (the "Assignee"), Assignor, hereby irrevocably assigns to Assignee, all of Assignors right, title and interest in the Debt owed by Gold Rush Refiners, LLC, a Georgia limited liability company, and Gold Rush Refiners USA, Inc., a Georgia corporation (collectively, the "Debtor"), described in the Agreement.

Assignee hereby accepts the foregoing assignment and delivery and assumes all of the risks and benefits of the Assignor, as owner of the Debt, accruing from and after the date hereof.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be duly executed the day and year first above written.

ASSIGNOR:	ASSIGNEE:
Carlaken Holdings, LLC	Capital Financial Global, Inc.
By: _____	By: _____
Name: Kenneth P. LaMorta	Name: Paul Norat
Title: President	Title: President
Date: _____	Date: _____

ACKNOWLEDGEMENT OF DEBTOR

By signing below Gold Rush Refiners, LLC (the "Debtor"), acknowledges and agrees that the Debt is currently owing and consents and agrees to the assignment by Assignor to Assignee of the Debt and agrees to honor that portion of the Debt and to pay to the Assignee such sums as may be due and owing thereon.

AGREED AND ACKNOWLEDGED	AGREED AND ACKNOWLEDGED
Gold Rush Refiners, LLC	Gold Rush Refiners USA, Inc.
By:_____	By:_____
Name: Joel Natario	Name: Joel Natario
Title: Manager	Title: CEO

Exhibit B

INSTRUMENT OF ASSIGNMENT AND TRANSFER

ASSIGNMENT AND ASSUMPTION OF DEBT

In accordance with that certain Debt Purchase and Assignment Agreement dated March ____, 2014 (the "Agreement"), between Bayern Ventures, LLC (the "Assignor") and Capital Financial Global, Inc. (the "Assignee"), Assignor, hereby irrevocably assigns to Assignee, all of Assignors right, title and interest in the Debt owed by Gold Rush Refiners, LLC, a Georgia limited liability company, and Gold Rush Refiners USA, Inc., a Georgia corporation (collectively, the "Debtor"), described in the Agreement.

Assignee hereby accepts the foregoing assignment and delivery and assumes all of the risks and benefits of the Assignor, as owner of the Debt, accruing from and after the date hereof.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be duly executed the day and year first above written.

ASSIGNOR:	ASSIGNEE:
Carlaken Holdings, LLC	Capital Financial Global, Inc.
By: _____	By: _____
Name: Kenneth P. LaMorta	Name: Paul Norat
Title: President	Title: President
Date: _____	Date: _____

ACKNOWLEDGEMENT OF DEBTOR

By signing below Gold Rush Refiners, LLC (the "Debtor"), acknowledges and agrees that the Debt is currently owing and consents and agrees to the assignment by Assignor to Assignee of the Debt and agrees to honor that portion of the Debt and to pay to the Assignee such sums as may be due and owing thereon.

AGREED AND ACKNOWLEDGED	AGREED AND ACKNOWLEDGED
Gold Rush Refiners, LLC	Gold Rush Refiners USA, Inc.
By: _____	By: _____
Name: Joel Natario	Name: Joel Natario
Title: Manager	Title: CEO

PROMISSORY NOTE

$250,000.00 **November 2, 2012**

FOR VALUE RECEIVED, the undersigned, **GOLD RUSH REFINERS, LLC**, a Georgia limited liability company ("Borrower"), hereby promises to pay to **Carlaken HOLDINGS, LLC** (the "Holder"), the principal sum of Two Hundred and Fifty Thousand Dollars ($250,000) in legal tender of the United States, together with interest accruing from the date hereof at the rate of twelve (12%) percent per annum (computed on the basis of a 360-day year) until paid in full. Interest shall not be compounded.

This Promissory Note is made and delivered in connection with that certain Facilty Loan Agreement by and among Borrower and the Holder dated as of even date herewith ("Facilty Agreement"). Unless due earlier pursuant to the terms hereof and of the Loan Agreement, the principal balance shall be payable in full on October 5, 2013. Interest on this Promissory Note shall be due and payable at such times as set forth in the Facility Agreement.

This Promissory Note is secured by the "Collateral" (as defined in the Facility Agreement) pursuant to that certain Security Agreement, dated as of even date herewith among Borrower and the Holder (the "Security Agreement"). Upon the occurrence of an "Event of Default" (as defined in the Security Agreement), Holder, among other things, may declare this Promissory Note immediately due and payable.

Borrower shall pay all expenses incurred by the Holder in the collection of this Promissory Note, including, without limitation, the fees and disbursements of counsel to the Holder, if this Promissory Note is collected by or through an attorney-at-law. As used herein and in all other Loan Documents, the phrase "reasonable attorneys' fees," "attorneys' fees" or words of similar import shall refer to the fees of Holder's outside legal counsel computed on the basis of the regular billing rates of the attorneys and paralegals involved in such matters based on the hours actually worked by such attorneys and paralegals and shall be computed without regard to Section 13-1-11 of "O.C.G.A." (as defined in the Loan Agreement) or any other statutory presumption.

This Promissory Note is a registered obligation, as to both principal and interest, on the books of Borrower and shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives; provided, however, that Borrower may not, assign any rights, powers, duties or obligations hereunder; and provided that subject to the other provisions of this Promissory Note, Holder may not transfer or assign this Promissory Note without the consent of Borrower, which shall not be unreasonably withheld. Borrower shall register this obligation and all other similar obligations issued by Borrower, including the principal and interest payable hereunder, on Borrower's books concurrently with the issuance of this obligation. This obligation may be transferred only by the holder surrendering it and receiving in return a new obligation in the name of the transferee. Transfer of this Promissory Note at any time by any means other than as described in this paragraph is void.

If and to the extent required by applicable law, Borrower shall be entitled to withhold and pay over, or otherwise pay, any withholding or other similar taxes payable in connection with the payments and other amounts due to Holder hereunder. If and to the extent Borrower is required

by applicable law to withhold or pay any such taxes, Holder shall be deemed for all purposes of this Promissory Note to have received a payment from Borrower hereunder as of the time such withholding or tax is required to be paid in the amount of such withholding or tax. Holder shall, to the fullest extent permitted by applicable law, indemnify and hold harmless each party who is or who is deemed to be the responsible withholding agent for U.S. federal, state or local income tax purposes against all claims, liabilities and expenses of whatever nature (other than any claims, liabilities and expenses resulting from such party's fraud, willful misfeasance, bad faith or gross negligence) relating to such party's obligation to withhold and to pay over, or otherwise pay, any withholding or other similar taxes payable by Borrower as a result of amounts payable to Holder hereunder.

Time is of the essence of this Promissory Note.

In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, Borrower hereby authorizes the Holder, at any time or from time to time, without notice to Borrower or to any other person or entity, any such notice being hereby expressly waived, to set-off and to appropriate and to apply any and all indebtedness at any time held or owing by the Holder or any affiliate of the Holder, to or for the credit or the account of Borrower, against and on account of all obligations of Borrower owing hereunder or otherwise to the Holder, irrespective of whether or not the Holder shall have declared any or all of such obligations of Borrower to be due and payable, and although such obligations shall be contingent or unmatured.

BORROWER AND THE HOLDER, BY ACCEPTING THIS PROMISSORY NOTE, EACH ACKNOWLEDGES THAT ANY DISPUTE OR CONTROVERSY BETWEEN THE BORROWER AND THE HOLDER WOULD BE BASED ON DIFFICULT AND COMPLEX ISSUES OF LAW AND FACT. ACCORDINGLY, THE HOLDER AND THE BORROWER HEREBY WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT OR TRIBUNAL IN WHICH AN ACTION MAY BE COMMENCED BY OR AGAINST THE BORROWER ARISING OUT OF THIS PROMISSORY NOTE OR BY REASON OF ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN THE BORROWER AND THE HOLDER OF ANY KIND OR NATURE.

BORROWER AND THE HOLDER, BY ACCEPTING THIS PROMISSORY NOTE, HEREBY AGREE THAT THE FEDERAL COURT OF THE NORTHERN DISTRICT OF GEORGIA OR, AT THE OPTION OF THE HOLDER, ANY STATE COURT LOCATED IN FULTON COUNTY, GEORGIA SHALL HAVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE BORROWER AND THE HOLDER PERTAINING DIRECTLY OR INDIRECTLY TO THIS PROMISSORY NOTE OR ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN THE BORROWER AND THE HOLDER OF ANY KIND OR NATURE. THE BORROWER EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED IN SUCH COURTS, HEREBY WAIVING PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREEING THAT SERVICE OF SUCH SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED ADDRESSED TO THE BORROWER AT THE ADDRESS OF THE BORROWER SET FORTH IN THE LOAN AGREEMENT.

SHOULD THE BORROWER FAIL TO APPEAR OR ANSWER ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THIRTY DAYS AFTER THE MAILING THEREOF, IT SHALL BE DEEMED IN DEFAULT AN ORDER AND/OR JUDGMENT MAY BE ENTERED AGAINST IT AS PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE CHOICE OF FORUM SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE BRINGING OF ANY ACTION BY THE HOLDER OR THE ENFORCEMENT BY THE HOLDER OF ANY JUDGMENT OBTAINED IN SUCH FORUM IN ANY OTHER APPROPRIATE JURISDICTION. FURTHER, THE BORROWER HEREBY WAIVES THE RIGHT TO ASSERT THE DEFENSE OF FORUM NON CONVENIENS AND THE RIGHT TO CHALLENGE THE VENUE OF ANY COURT PROCEEDING.

THE FOREGOING WAIVERS HAVE BEEN MADE WITH THE ADVICE OF COUNSEL AND WITH A FULL UNDERSTANDING OF THE LEGAL CONSEQUENCES THEREOF.

No delay or failure on the part of the Holder in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Holder of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

All amendments to this Promissory Note, and any waiver or consent of the Holder, must be in writing and signed by the Holder and Borrower.

Borrower hereby waives presentment, demand, notice of dishonor, protests and all other notices whatever.

THIS PROMISSORY NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA.

This Promissory Note shall be binding upon the successors and assigns of Borrower.

IN WITNESS WHEREOF, Borrower has executed and delivered this Promissory Note under seal as of the date and year first written above.

BORROWER:

Gold Rush Refiners, LLC

By: _____ [SEAL]

Its: _____

SHOULD THE BORROWER FAIL TO APPEAR OR ANSWER ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THIRTY DAYS AFTER THE MAILING THEREOF, IT SHALL BE DEEMED IN DEFAULT AN ORDER AND/OR JUDGMENT MAY BE ENTERED AGAINST IT AS PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE CHOICE OF FORUM SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE BRINGING OF ANY ACTION BY THE HOLDER OR THE ENFORCEMENT BY THE HOLDER OF ANY JUDGMENT OBTAINED IN SUCH FORUM IN ANY OTHER APPROPRIATE JURISDICTION. FURTHER, THE BORROWER HEREBY WAIVES THE RIGHT TO ASSERT THE DEFENSE OF FORUM NON CONVENIENS AND THE RIGHT TO CHALLENGE THE VENUE OF ANY COURT PROCEEDING.

THE FOREGOING WAIVERS HAVE BEEN MADE WITH THE ADVICE OF COUNSEL AND WITH A FULL UNDERSTANDING OF THE LEGAL CONSEQUENCES THEREOF.

No delay or failure on the part of the Holder in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Holder of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

All amendments to this Promissory Note, and any waiver or consent of the Holder, must be in writing and signed by the Holder and Borrower.

Borrower hereby waives presentment, demand, notice of dishonor, protests and all other notices whatever.

THIS PROMISSORY NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA.

This Promissory Note shall be binding upon the successors and assigns of Borrower.

IN WITNESS WHEREOF, Borrower has executed and delivered this Promissory Note under seal as of the date and year first written above.

BORROWER:

Gold Rush Refiners, LLC

By: _____ [SEAL]

Its: PRESIDENT.

AMENDMENT TO PROMISSORY NOTE

This Amendment to Promissory Note (this "Amendment") dated as of February 6, 2013, is between GOLD RUSH REFINERS, LLC, a Georgia limited liability company ("Borrower") and Carlaken HOLDINGS, LLC, a Georgia limited liability company (the "Holder")

Recitals

A. Borrower executed and delivered to Lender that certain Promissory Note dated November 2, 2012, in the original principal amount of $250,000.00 made by Borrower and payable to the order of Lender (the "Original Note").

B. Borrower and Lender now desire to amend the original Note to increase the principal sum and annual rate of interest set forth therein.

Amendments

In consideration of the agreements contained herein, and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. The Principal sum of the Original Note shall be extended to five hundred thousand dollars ($500,000), and the annual rate of interest shall be amended to a rate of fourteen (14%) per annum by amending and restating the first full paragraph on the 1st page of the Original Note to read in its entirety as follows:

"FOR VALUE RECEIVED, the undersigned, GOLD RUSH REFINERS, LLC, a Georgia limited liability company ("Borrower"), hereby promises to pay to Carlaken HOLDINGS, LLC (the "Holder"), the principal sum of Five Hundred Thousand Dollars ($500,000) in legal tender of the United States, together with interest accruing from the date hereof at the rate of fourteen (14%) percent per annum (computed on the basis of a 360-day year) until paid in full. Interest shall not be compounded."

2. Except as specifically modified by paragraph 1 of this Amendment, all of the terms and conditions of the Original Note remain in full force and effect without modification.

3. All of the terms and provisions contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

EXECUTED by the parties hereto on the date first above written.

The undersigned have executed this Amendment to Promissory Note on the 6 day of February 2013.

Accepted in Atlanta, Georgia:

GRR:

GOLD RUSH REFINERS, LLC

By: _____
[SEAL]
Name: Armando Fundora
Title: President

Carlaken:

Carlaken Holdings, LLC

By: _____ [SEAL]
Name: Kenneth P. LaMorta
Title: President 1-6-12

FACILITY AGREEMENT

THIS FACILITY AGREEMENT (together with all schedules and exhibits annexed hereto from time to time, this "Agreement") is entered into November 2, 2012, among **CARLAKEN HOLDINGS, LLC**, a Georgia limited liability company ("Carlaken"), and **GOLD RUSH REFINERS, LLC,** a Georgia limited liability company ("GRR"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Terms Schedule or the Definitions Schedule annexed hereto, as applicable. All schedule and exhibits annexed hereto are incorporated herein and made a part hereof.

SECTION 1. CREDIT FACILITY AND TERMS OF REPAYMENT

1.1 Credit Facility.

(a) Subject to the terms and conditions of this Agreement, Carlaken agrees to establish the Commitment pursuant to which Carlaken shall make the facility available to GRR ("Facility") from time to time, on GRR's request therefor, on any Business Day during the Term (other than the last Business Day of the Term) in an aggregate principal amount outstanding at any time that will not result in Facility Amount exceeding the Maximum Facility Commitment Amount. During the term of this Agreement, GRR shall be entitled to borrow, repay and reborrow the Facility in accordance with the terms and conditions of this Agreement; provided, that GRR may not borrow or reborrow should an Event of Default exist. The proceeds of Facility may be used by GRR solely to purchase Product as part of a Transaction. The Facility and interest accruing thereon shall be evidenced by the records of Carlaken (including the Facility Account).

(b) If at any time the aggregate Facility Amount exceeds the Maximum Facility Commitment Amount (an "Out-of-Formula Condition"), such aggregate Facility Credit Exposure shall nevertheless constitute Obligations that are secured by the Collateral and entitled to all benefits thereof. In no event, however, shall GRR have any right whatsoever to receive any Facility if, before or after giving effect thereto, there shall exist an Event of Default.

(c) The Facility Account shall not exceed the sum of: (i) the Maximum Facility Commitment Amount, and (ii) any amounts reasonably set aside as Reserves. To the extent there is Excess Cash in the Facility Account over the Maximum Facility Commitment Amount and the Reserves, GRR may distribute such Excess Cash into GRR's operating accounts for use by GRR in its business as may be determined by GRR in its sole and absolute discretion.

1.2 Payments and Reporting.

(a) All payments with respect to any of the Obligations shall be made to Carlaken in dollars on the date when due, in immediately available funds, without any offset or counterclaim. Except where evidenced by a mutually agreed upon instruments made by GRR to Carlaken specifically containing payment provisions in conflict with this Section 1.2 (in which event the conflicting provisions of such instruments shall govern and control), the Obligations shall be due and payable in accordance with the terms herein.

(b) On a daily basis, GRR shall provide to Carlaken or it's appointed agents a reconciliation reflecting all Advances and/or Settlement Payments received in the GRR Account from Transaction Cycle of Product acquired from a Borrowing from the Facility for the prior week. GRR shall estimate the Facility Fee that will be due for the month based on the outstanding Borrowings and anticipated repayment to the Facility Account. GRR shall maintain in the Facility Account a Reserve

equal to the anticipated Facility Fee due for that month and will maintain that Reserve in the Facility Account until the Facility Fee is paid to Carlaken for that month. GRR will provide on-line access to Carlaken or it's appointed agents to view transactions on the Facility Account.

(c) All outstanding Facility Fees due to Carlaken unpaid on the Commitment Termination Date shall be paid in full by GRR to Carlaken and any outstanding Borrowing amount from the Facility shall be returned to the Facility Account (or to another account as directed by Carlaken) on said Commitment Termination Date or immediately upon termination of the Commitment in accordance with Section 2.2 herein.

(d) Whenever any payment of any Obligations shall be due on a day that is not a Business Day, the date for payment thereof shall be extended to the next succeeding Business Day. If any amount applied to the Obligations is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other Person, then the Obligations or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefor, shall be revived and continued in full force and effect as if such amount had not been made or received. The provisions hereof shall survive the Commitment Termination Date and payment in full of the Obligations.

1.3 **Facility Fee**. The outstanding principal of the Loan shall bear interest at the rate of twelve percent (12%) per annum, calculated on the basis of 360 days per year. Interest shall commence accruing from the date of funding of the Loans. Interest shall not be compounded. The Facility Fee shall be due and payable on the fifth (5th) day of each month until such Loan is repaid in full and on the Maturity Date or the date the principal of such Loan is due and payable

1.4 **Maximum Interest**. If the Facility Fee is deemed to be interest pursuant to state or federal law, in no event shall the aggregate of all amounts that are contracted for, charged or received by Carlaken pursuant to the terms of the Facility Documents and that are deemed interest under applicable law exceed the highest rate permissible under any applicable law, that a court of competent jurisdiction shall, in a final determination, deem applicable hereto. If any interest is charged or received in excess of the maximum rate allowable under applicable law ("Excess"), GRR acknowledges and stipulates that any such charge or receipt shall be the result of an accident and bona fide error, and such Excess, to the extent received, shall be applied first to reduce the principal Obligations and the balance, if any, returned to GRR, it being the intent of the parties hereto not to enter into a usurious or other illegal relationship. The provisions of this Section shall be deemed to be incorporated into every Facility Document (whether or not any provision of this Section is referred to therein).

1.5 **Facility Account**. Carlaken or its appointed agents shall establish the Facility Account and deposit the Facility funds in the Facility Account. GRR shall be entitled to obtain funds from the Facility Account. The Facility Account shall be subject to a Deposit Account Control Agreement ("DACA") to be approved and modified solely upon agreement of Carlaken and GRR; however, GRR shall not object to standard terms required by the institution where the Facility Account is maintained. GRR ACKNOWLEDGES AND AGREES THAT GRR SHALL NOT BE ENITLED TO OBTAIN FUNDS FROM THE FACILITY ACCOUNT UNDER ANY CIRCUMSTANCE EXCEPT IN ACCORDANCE WITH THE TERMS OF THE FACILITY DOCUMENTS.

1.6 **Application of Payments and Collections**. GRR agrees that Carlaken shall have the continuing right to apply any and all payments and collections received from GRR pursuant to this Agreement at any time hereafter against the Obligations arising under this Agreement, in such manner as Carlaken may deem advisable.

SECTION 2. TERM AND TERMINATION

2.1 **Term**. Subject to Carlaken's right to cease making the Facility available at any time on or after the Commitment Termination Date, the Commitment shall become effective on the date of this Agreement (subject to satisfaction of the conditions set forth in Section 3 hereof) and shall expire at the close of business on the day specified in Item 5 of the Terms Schedule (the "Term"), unless sooner terminated as provided in Section 2.2 hereof.

2.2 **Termination; Effect of Termination**.

(a) Carlaken may terminate the Commitment, without notice, at any time that an Event of Default exists. The Commitment shall automatically terminate upon the occurrence of an Event of Default resulting from the commencement of an Insolvency Proceeding by or against GRR.

(b) Carlaken may terminate the Commitment without cause on the expiration of the Term by providing at least sixty (60) days written notice to GRR. If no written notice is provided within such period, this Agreement shall automatically renew for additional one (1) year terms.

(c) Carlaken may terminate the Commitment within sixty (60) days of GRR failing to comply with all material Refining Terms (unless such non-compliance will not have a Material Adverse Effect on GRR).

(d) GRR may terminate the Commitment (in whole, but not in part) by giving Carlaken prior written notice of GRR's desire to terminate the Commitment, which notice shall be irrevocable (unless otherwise agreed in writing by Carlaken).

(e) On the date of a termination by Carlaken in accordance with subsection (a) above, all Obligations shall become immediately due and payable without notice to or demand upon GRR and shall be paid to Carlaken in cash or by wire transfer of immediately available funds. On the date of termination by Carlaken or GRR in accordance with subsections (b) or (c) above, all Obligations shall become immediately due and payable thirty (30) days after the effective date of termination and shall be paid to Carlaken in cash or by wire transfer of immediately available funds.

(f) No termination of the Commitment shall in any way affect any of Carlaken's rights or remedies, or any of GRR's duties or obligations under the Facility Documents, or any Liens held by Carlaken.

SECTION 3. CONDITIONS PRECEDENT

3.1 **Closing Conditions**. Carlaken shall not be obligated to make any extension of credit hereunder unless each of the following conditions has been satisfied:

(a) GRR and each other Person that is to be a party to any Facility Document shall have executed and delivered each such Facility Document, all in form and substance satisfactory to Carlaken;

(b) GRR shall cause to be delivered to Carlaken the documents described in Item 6 of the Terms Schedule, each in form and substance satisfactory to Carlaken, in Carlaken's reasonable discretion; and

(c) GRR shall have satisfied such additional closing conditions as are set forth in Item 7 of the Terms Schedule.

3.2 **Ongoing Conditions Precedent**. Carlaken shall not be obligated to make any extension of credit unless each of the following conditions is satisfied at the time of the requested extension of credit and after giving effect thereto:

(a) Carlaken shall have received from GRR a Notice of Facility Borrowing and such other information as reasonably required to be delivered pursuant to the Facility Documents in connection with the funding of any Borrowing and there shall be no Out-of-Formula condition existing;

(b) No Event of Default shall exist (whether before or after giving effect to the funding of any Facility or other extension of credit); and

(c) All representations and warranties made by any Obligor in any of the Facility Documents, or otherwise in writing to Carlaken, shall be true and correct in all material respects with the same effect as though the representations and warranties have been made on the date of the funding of the requested Facility or other extension of credit.

(d) All financial and other reporting requirements set out in Section 5.6 have been met as and when due.

SECTION 4. GRR'S REPRESENTATIONS AND WARRANTIES

To induce Carlaken to enter into this Agreement, GRR makes the following representations and warranties, all of which shall be deemed made as of the date hereof and on each date that a request for an extension of credit hereunder is made:

4.1 **Existence and Rights; Predecessors**. GRR is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and is duly qualified or licensed to transact businesses in all places where the failure to be so qualified could reasonably be expected to have a Material Adverse Effect; has the right and power to enter into and discharge all of its obligations under the Facility Documents, each of which constitutes a legal, valid and binding obligation of GRR, enforceable against it in accordance with its terms, subject only to bankruptcy and similar laws affecting creditors' rights generally; and has the power, authority, rights and franchises to own its property and to carry on its business as presently conducted.

4.2 **Authority**. The execution, delivery and performance of the Facility Documents by GRR and each other Person (other than Carlaken) executing any Facility Document have been duly authorized by all necessary actions of such Person, and do not and will not violate any provision of law, or any writ, order or decree of any court or governmental authority or agency, or any provision of the Organizational Documents of such Person, and do not and will not result in a breach of, or constitute a default or require any consent under, or result in the creation of any Lien upon any property or assets of such Person pursuant to, any law, regulation, instrument or agreement to which any such Person is a party or by which any such Person or its properties may be subject or bound.

4.3 **Litigation**. There are no actions or proceedings pending, or to the knowledge of GRR threatened, against any Obligor before any court or administrative agency which are reasonably likely to result in a Material Adverse Effect, and GRR has no knowledge or belief or any pending, threatened or imminent, governmental investigations or claims, complaints, actions or prosecutions involving GRR or any Obligor which are reasonably likely to result in a Material Adverse Effect. GRR is not in default with

respect to any order, writ, injunction, decree or demand of any court or any governmental or regulatory authority.

4.4 **Financial Condition**. All financial statements and information relating to GRR which have been delivered to Carlaken has been prepared in accordance with GRR's current accounting practices, unless otherwise stated therein, and fairly and reasonably present GRR's financial condition. There has been no material adverse change in the financial condition of GRR since the date of the most recent of such financial statements submitted to Carlaken. GRR has no knowledge of any liabilities, contingent or otherwise, that are not reflected in such financial statements and information. GRR has not entered into any special commitments or contracts which are not reflected in such financial statements or information and which may have a material adverse effect upon GRR's financial condition, operations or business as now conducted. GRR is, and after consummating the transactions described in the Facility Documents will be, Solvent.

4.5 **Taxes**. GRR has filed all tax returns that it is required to file, and has paid all Taxes shown on said returns as well as all Taxes shown on all assessments received by it to the extent that such Taxes are not being Properly Contested; and GRR is not subject to any tax Liens and has not received any notice of deficiency or other official notice to pay any Taxes which are reasonably likely to result in a Material Adverse Effect.

4.6 **Material Agreements**. GRR is not in default in the performance, observance or fulfillment of any material obligations, covenants or conditions contained in any agreement or instrument where such default could reasonably be expected to have a Material Adverse Effect.

4.7 **Compliance With Laws**. GRR, and its properties, business operations and leaseholds, are in compliance in all material respects with all applicable laws.

4.8 **ERISA**. GRR has no Plan. No Plan established or maintained by GRR had, has, or is expected to have a material accumulated funding deficiency (as such term is defined in Section 302 of ERISA), and no material liability to the Pension Benefit Guaranty Corporation, has been or is expected by GRR to be, incurred with respect to any such Plan by GRR. GRR is not required to contribute to or is not contributing to a Multiemployer Plan and has no withdrawal liability to any Plan, nor has any reportable event referred to in Section 4043(b) of ERISA occurred that has resulted or could result in liability of GRR; and GRR does not have any reason to believe that any other event has occurred that has resulted or could result in liability of GRR as set forth above.

4.9 **Labor Relations**. Neither GRR nor any of its Subsidiaries is a party to or bound by any collective bargaining agreement, management agreement or consulting agreement. On the date hereof, there are no material grievances, disputes or controversies with any union or any other organization of GRR's or any Subsidiary's employees, or, to GRR's knowledge, any threats of strikes, work stoppages or any asserted pending demands for collective bargaining by any union or organization.

4.10 **Anti-Terrorism Laws**. Neither GRR nor any of its Affiliates is in violation of any anti-terrorism law, including the PATRIOT Act, engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any anti-terrorism law, including the PATRIOT Act; or is any of the following (each a "Blocked Person"): (i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (iii) a Person or entity with which any bank or other financial institution is prohibited from dealing or otherwise engaging in any transaction by any anti-terrorism law; (iv) a Person or entity that commits,

threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224; (v) a Person or entity that is named as a "specially designated national" on the most current list published by the U.S. Treasury Department Office of Foreign Asset Control at its official website or any replacement website or other replacement official publication of such list; or (vi) a Person who is affiliated with a Person listed above. Neither GRR nor its Affiliates conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person or deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224.

SECTION 5. AFFIRMATIVE COVENANTS

At all times prior to the Commitment Termination Date and payment in full of the Obligations, GRR covenants that it shall:

5.1 **Notices**. Notify Carlaken, promptly after GRR's obtaining knowledge thereof, of (i) any Default or Event of Default; (ii) the commencement of any action, suit or other proceeding against, or any demand for arbitration with respect to, any Obligor which is reasonably likely to have a Material Adverse Effect; (iii) the occurrence or existence of any default by an Obligor under any agreement relating to Debt for money borrowed which is reasonably likely to have a Material Adverse Effect or (iv) failure of GRR to comply with any material Refining Terms which will have a Material Adverse Effect on GRR.

5.2 **Maintenance of Rights**. Maintain and preserve all rights, franchises and other authority adequate for the conduct of its business.

5.3 **Insurance**. Maintain with its current insurers or with other financially sound and reputable insurers having a rating of at least A− or better by *Best's Ratings*, a publication of A.M. Best Company, insurance with respect to its properties and business against such casualties and contingencies of such type (including product liability, workers' compensation, larceny, embezzlement or other criminal misappropriation insurance) and in such amounts and with such coverages, limits and deductibles as is customary in the business of GRR.

5.4 **Visits and Inspections**. Permit representatives of Carlaken during normal business hours and (except when an Event of Default exists) upon reasonable prior notice to GRR to: visit and inspect properties of GRR; inspect, audit and make extracts from GRR's Books; and discuss with its officers, employees and independent accountants GRR's business, financial conditions, business prospects and results of operations. In addition, Carlaken shall have the right to have a Carlaken representative participate in Transactions and observe GRR's utilization of Product in the Transaction Cycle, provided such participation or observation is not overly burdensome to GRR in conducting its business.

5.5 **Taxes**. Pay and discharge all Taxes prior to the date on which such Taxes become delinquent or any penalties attached thereto, except and to the extent only that such Taxes are being Properly Contested. If requested by Carlaken, GRR shall provide proof of payment or, in the case of withholding or other employee taxes, deposit required by applicable law and shall deliver to Carlaken copies of all of tax returns (and amendments thereto).

5.6 **Financial Statements and Other Information.** Keep adequate records and books of account with respect to its business activities in which proper entries are made in accordance with GRR's current accounting practices reflecting all its financial transactions; and cause to be prepared and furnished to Carlaken the following:

(a) as soon as available, and in any event within 90 days after the close of each Fiscal Year unqualified, unaudited balance sheets of GRR and all Guarantors as of the end of such Fiscal Year and the related statements of income, shareholders' equity and cash flow, on a consolidated and consolidating basis, certified without any going concern or other material qualification by a firm of independent certified public accountants of recognized national standing selected by GRR but reasonably acceptable to Carlaken and setting forth in each case in comparative form the corresponding consolidated and consolidating figures for the preceding Fiscal Year; and

(b) as soon as available, and in any event within 30 days of the end of each calendar quarter, a reports which details the use of all Facility funds.

5.7 **Compliance with Laws**. Comply with all applicable laws (including the PATRIOT Act) and all other laws regarding the collection, payment and deposit of Taxes, and shall obtain and keep in full force and effect any and all governmental approvals necessary to the ownership of its properties or the conduct of its business and shall promptly report any non-compliance to Carlaken.

SECTION 6. NEGATIVE COVENANTS

At all times prior to the Commitment Termination Date and payment in full of the Obligations, GRR shall not:

6.1 **Fundamental Changes**. Without prior notice to Carlaken: (i) change its name, its legal organizational form (e.g., from a corporation to a limited liability company); (ii) change its federal employer identification number, organizational identification number or state of organization; (iii) relocate its chief executive office or principal place of business without having first provided prior written notice to Carlaken; (iv) amend, modify or otherwise change any of the terms or provisions in any of its Organizational Documents, except for changes that do not affect in any way GRR's authority to enter into and perform the Facility Documents to which it is a party, the perfection of Carlaken's Liens and any of the Collateral, or its authority or obligation to perform and pay the Obligations; or (v) create any Subsidiary.

6.2 **Conduct of Business**. Sell, lease or otherwise dispose of any of its assets (including any Collateral); suspend or otherwise discontinue all or any material part of its business operations; or engage in any business other than the business engaged in by it on the Closing Date without prior written notice to Carlaken.

6.3 **GRR Account.** Change the location or account number of the GRR Account without the prior written notice to Carlaken.

6.4 **Product.** Acquire any Product with funds from the Facility other than Product as approved by Carlaken in its sole and absolute discretion in accordance with the terms of this Agreement.

SECTION 7. EVENTS OF DEFAULTS; REMEDIES

7.1 **Events of Default**. The occurrence or existence of any one or more of the following events or conditions shall constitute an Event of Default under this Agreement:

(a) GRR shall fail to pay any amounts due in respect of the Obligations or fees, reimbursable items or other charges payable under any of the Facility Documents when due and such failure shall continue unremedied for a period of fifteen (15) days.

(b) GRR fails or neglects to perform, keep or observe any covenant contained in this Agreement or the Security Agreement if the breach of such covenant is not cured to Carlaken's satisfaction within 30 days after the sooner to occur of any Senior Officer's receipt of notice of such breach from Carlaken or the date on which such failure or neglect first becomes known to any Senior Officer, provided that such notice and opportunity to cure shall not apply where Carlaken has suffered damages from the Event of Default which cannot be addressed by a remedy of such Event of Default by GRR; or any Obligor fails or neglects to perform or discharge any covenant or undertaking by it in any other Facility Document if such breach is not cured to Carlaken's satisfaction within 30 days after the sooner to occur of GRR's receipt of notice of such breach from Carlaken or the date on which such failure or neglect first becomes known to any Senior Officer, provided that such notice and opportunity to cure shall not apply where Carlaken has suffered damages from the Event of Default which cannot be addressed by a remedy of such Event of Default by GRR.

(c) Any representation, statement, report, or certificate made or delivered by GRR to Carlaken is not true and correct to GRR's knowledge, in any material respect, when made or furnished.

(d) An Insolvency Proceeding (i) is commenced against an Obligor and is not dismissed within 45 days thereafter or (ii) is commenced by an Obligor.

(e) One or more judgments shall be entered against any Obligor and (i) enforcement proceedings shall have been commenced by any creditor upon such judgment, or (ii) there shall be any period of 30 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, shall not be in effect.

(f) Any Obligor shall challenge in any action, suit or other proceeding the validity or enforceability of any of the Facility Documents, the legality or enforceability of any of the Obligations or the perfection or priority of any Lien granted to Carlaken, or any of the Facility Documents ceases to be in full force or effect for any reason other than a full or partial waiver or release by Carlaken in accordance with the terms thereof.

(g) A Change of Control shall occur.

7.2 **Remedies**. Upon and during the continuance of an Event of Default, Carlaken may, in its discretion, without notice to or demand upon any Obligor, do any one or more of the following:

(a) Declare all Obligations, whether arising pursuant to this Agreement or otherwise, due, whereupon the same shall become due without further notice or demand (all of which notice and demand GRR expressly waives) immediately due and payable, and GRR shall pay to Carlaken all amounts due on the Facility and other Obligations plus reasonable and actually incurred attorneys' fees and its court costs if such Obligations are collected by or through an attorney-at-law and return all outstanding amounts from the Facility to the Facility Account;

(b) Cease advancing money or extending credit to or for the benefit of GRR under this Agreement or under any other agreement among GRR and Carlaken;

(c) Terminate the Commitment, but without affecting Carlaken's rights and security interest in the Collateral and without affecting the Obligations owing by GRR to Carlaken; and

(d) Petition for and obtain the appointment of a receiver, without notice of any kind whatsoever, to take possession of any or all of the Collateral and business of GRR and to exercise such rights and powers as the court appointing such receiver shall confer upon such receiver.

7.3 **Cumulative Rights; No Waiver**. All covenants, conditions, warranties, guaranties, indemnities and other undertakings of GRR in any of the Facility Documents shall be deemed cumulative, and Carlaken shall have all other rights and remedies not inconsistent herewith as provided under the UCC, or other applicable law. No exercise by Carlaken of one right or remedy shall be deemed an election, and no waiver by Carlaken of any Event of Default on one occasion shall be deemed to be a continuing waiver or applicable to any other occasion. No delay by Carlaken shall constitute a waiver, election or acquiescence by Carlaken in any failure by GRR strictly to comply with its obligations under the Facility Documents.

SECTION 8. GENERAL PROVISIONS

8.1 **Accounting Terms**. Unless otherwise specified herein, all terms of an accounting character used in this Agreement shall be interpreted, all accounting determinations under this Agreement shall be made, and all financial statements required to be delivered under this Agreement shall be prepared in accordance with GRR's current accounting practices, applied on a basis consistent with the most recent financial statements of GRR and its Subsidiaries delivered to Carlaken prior to the Closing Date and using the same method for inventory valuation as used in such financial statements.

8.2 **Certain Matters of Construction**. The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. The section titles, table of contents and list of exhibits appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All references in this Agreement to statutes shall include all amendments of same and implementing regulations and any successor statutes and regulations; to any instrument or agreement (including any of the Facility Documents) shall include any and all modifications and supplements thereto and any and all restatements, extensions or renewals thereof to the extent such modifications, supplements, restatements, extensions or renewals of any such documents are permitted by the terms thereof; to any Person shall mean and include the successors and permitted assigns of such Person; to "including" shall be understood to mean "including, without limitation"; or to the time of day shall mean the time of day on the day in question in Atlanta, Georgia, unless otherwise expressly provided in this Agreement. An Event of Default shall be deemed to exist at all times during the period commencing on the date that such Event of Default occurs to the date on which such Event of Default is waived in writing pursuant to this Agreement or, is cured within any period of cure expressly provided in this Agreement. Whenever in any provision of this Agreement Carlaken is authorized to take or decline to take any action (including making any determination) in the exercise of its "discretion," such provision shall be understood to mean that Carlaken may take or refrain to take such action in its sole and absolute discretion. Whenever the phrase "to the best of GRR's knowledge" or words of similar import relating to the knowledge or the awareness of GRR are used in this Agreement or other Facility Documents, such phrase shall mean and refer to the actual knowledge of any Senior Officer of GRR.

8.3 **Notices and Communications**. Except as otherwise provided in Section 1.1, all notices, requests and other communications to or upon a party hereto shall be in writing (including facsimile transmission or similar writing) and shall be given to such party at the address or facsimile number for such party in Item 10 of the Terms Schedule or at such other address or facsimile number as such party may hereafter specify for the purpose by notice to Carlaken and GRR in accordance with the provisions of this Section. Each such notice, request or other communication shall be effective (i) if given by facsimile transmission, when transmitted to the facsimile number specified herein for the noticed party and confirmation of receipt is received, (ii) if by nationally recognized overnight courier, when delivered with receipt acknowledged in writing by the noticed party or (iii) if given by personal delivery, when duly delivered with receipt acknowledged in writing by the noticed party. Any written notice, request or demand that is not sent in conformity with the provisions hereof shall nevertheless be effective on the

date that such notice, request or demand is actually received by the individual to whose attention at the noticed party such notice, request or demand is required to be sent.

8.4 **Performance of GRR's Obligations**. If GRR shall fail to discharge any covenant, duty or obligation hereunder or under any of the other Facility Documents, Carlaken may, in its discretion at any time, for GRR's account and at GRR's expense, pay any amount or do any act required of GRR hereunder or under any of the other Facility Documents or otherwise lawfully requested by Carlaken. All costs and expenses incurred by Carlaken in connection with the taking of any such action shall be reimbursed to Carlaken by GRR **on demand** with interest at the Default Rate from the date such payment is made or such costs or expenses are incurred to the date of payment thereof. Any payment made or other action taken by Carlaken under this Section shall be without prejudice to any right to assert, and without waiver of, an Event of Default hereunder and without prejudice to Carlaken's right to proceed thereafter as provided herein or in any of the other Facility Documents.

8.5 **Further Assurances**. GRR agrees to take such further actions as Carlaken shall request from time to time in connection herewith to evidence or give effect to this Agreement and the other Facility Documents and any of the transactions contemplated hereby. Promptly after Carlaken's request therefor, GRR shall execute or cause to be executed and delivered to Carlaken such instruments, assignments, title certificates or other documents as are necessary under the UCC or other applicable law (including any motor vehicle certificates of title act) to perfect (or continue the perfection of) Carlaken's Liens upon the Collateral and shall take such other action as may be requested by Carlaken to give effect to or carry out the intent and purposes of this Agreement.

8.6 **Successors and Assigns**. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties, provided, that GRR may not assign this Agreement or any rights or obligations hereunder without Carlaken's prior written consent and any prohibited assignment shall be absolutely void. Carlaken may sell, assign, transfer, negotiate or grant participations (with GRR's prior consent, which consent shall not be unreasonably withheld) in all or any part of, or any interest in, or any right or remedy under, the Obligations and the Facility Documents.

8.7 **General Indemnity**. GRR hereby agrees to indemnify and defend the Indemnitees against and to hold the Indemnitees harmless from any Indemnified Claim that may be instituted or asserted against or incurred by any of the Indemnitees. Without limiting the generality of the foregoing, this indemnity shall extend to any Indemnified Claims instituted or asserted against or incurred by any of the Indemnitees under any environmental laws. Additionally, if any Taxes (excluding Taxes imposed upon or measured solely by the net income of Carlaken, but including any intangibles tax, stamp tax, recording tax or franchise tax) shall be payable by Carlaken or any Obligor on account of the execution or delivery of this Agreement, or the execution, delivery, issuance or recording of any of the other Facility Documents, or the creation or repayment of any of the Obligations hereunder, by reason of any applicable law now or hereafter in effect, GRR shall pay (or shall promptly reimburse Carlaken for the payment of) all such Taxes, including any interest and penalties thereon, and will indemnify and hold Indemnitees harmless from and against all liability in connection therewith. The foregoing indemnities shall not apply to Indemnified Claims incurred by any Indemnitee as a direct and proximate result of its own gross negligence or willful misconduct. Notwithstanding anything to the contrary in any of the Facility Documents, the obligations of GRR and each other Obligor with respect to each indemnity given by it in this Agreement or any of the other Facility Documents in favor of Carlaken shall survive the termination of the Commitment and payment in full of the Obligations. Notwithstanding anything to the contrary in the foregoing or in any of the Facility Documents, GRR shall not be responsible for any Indemnified Claim to the extent caused by the negligence or willful misconduct of Carlaken, its representatives and/or agents, or any person or entity acting on its behalf

8.8 **Interpretation; Severability**. Section headings and section numbers have been set forth herein for convenience only. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Carlaken or GRR, whether under any rule of construction or otherwise, as this Agreement has been reviewed and prepared by all parties hereto. Each provision of this Agreement shall be severable from every other provision of this Agreement for purposes of determining the legal enforceability of any specific provision.

8.9 **Indulgences Not Waivers**. Carlaken's failure at any time or times to require strict performance by GRR of any provision of this Agreement or any of the other Facility Documents shall not waive, affect or otherwise diminish any right of Carlaken thereafter to demand strict compliance and performance with such provision.

8.10 **Modification; Counterparts; Facsimile Signatures**. This Agreement cannot be amended unless in writing signed by GRR and Carlaken; supersedes all prior agreements, understandings, negotiations and inducements regarding the same subject matter, and, together with the other Facility Documents, represents the entire understanding of the parties with respect to the subject matter hereof and thereof. This Agreement and any amendments hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Counterparts of each of the Facility Documents may be delivered by facsimile or electronic mail and the effectiveness of each such Facility Document and signatures thereon shall have the same force and effect as manually signed originals.

8.11 **Governing Law.** This Agreement shall be governed and construed in accordance with the internal laws (but without regard to conflict of law provisions) of the State of Georgia. Any action or proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement may be brought only in the courts of the State of Georgia, Fulton County, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Georgia, and each party consents to the exclusive jurisdiction of such courts (and the appropriate appellate courts) in any such action and waives any objection to venue in such courts. Process in any action referred to in the preceding sentence may be served upon a party anywhere in the world.

8.12 **Waiver of Certain Rights. To the fullest extent permitted by applicable law, GRR hereby knowingly, intentionally and intelligently waives (with the benefit of advice of legal counsel of its own choosing): (i) the right to trial by jury (which Carlaken hereby also waives) in any action, suit, proceeding or counterclaim of any kind arising out of, related to or based in any way upon any of the Facility Documents, the Obligations or the Collateral; (ii) any claim against Carlaken on any theory of liability, for special, indirect, consequential, exemplary or punitive damages arising out of, in connection with, or as a result of any of the Facility Documents, any transaction thereunder, the enforcement of any remedies by Carlaken or the use of any proceeds of the Facility; and (iii) notice of acceptance of this Agreement by Carlaken.**

[Signatures begin on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first set forth above.

GRR:

GOLD RUSH REFINERS, LLC

By:_____ [SEAL]
Name: Armando Fundora
Title: President

Carlaken:

Carlaken HOLDINGS, LLC

By:_____[SEAL]
Name:_____
Title: Member

By:_____ [SEAL]
Name:_____
Title: Member

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first set forth above.

GRR:

GOLD RUSH REFINERS, LLC

By: _____ [SEAL]
Name: Armando Fundora
Title: President

Carlaken:

Carlaken HOLDINGS, LLC

By: _____ [SEAL]
Name: _____
Title: Member

By: _____ [SEAL]
Name: _____
Title: Member

LOAN AGMT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first set forth above.

GRR:

GOLD RUSH REFINERS, LLC

By:_____ [SEAL]
Name: Armando Fundora
Title: President

Carlaken:

Carlaken HOLDINGS, LLC

By:_____[SEAL]
Name: Kenneth Lamorta
Title: Member

By:_____ [SEAL]
Name:_____
Title: Member

TERMS SCHEDULE

This **Terms Schedule** is a part of the Facility Agreement dated November 2, 2012, between **GOLD RUSH REFINERS, LLC**, as GRR, and **CARLAKEN HOLDINGS, LLC**, as Carlaken (as at any time amended, the "Facility Agreement"). Capitalized terms used in this Terms Schedule, unless otherwise defined herein, shall have the meanings ascribed to them in the Definitions Schedule annexed to the Facility Agreement.

1. **Authorized Officers (Definitions Schedule)**:

In addition to the Senior Officers, the following persons

Name:	Position:
NONE	

2. **Guarantors (Definitions Schedule)**:

Name:	Mailing Address:
Armando Fundora	9927 Barnesbury Road Douglasville, GA 30135

3. **Maximum Facility Commitment Amount (§1.1)**:

$250,000

4. **Facility Fee (§1.3)**:

An amount equal to twelve percent (12%) per annum

5. **Term (§2.1)**:

October 5, 2013. Carlaken shall have the right, in its sole, absolute discretion, to extend the Term for additional one (1) year periods by providing written notice thereof on or prior to July 31, 2013 and each successive Term thereafter.

6. **Documents to be delivered at closing (§3.1(b))**:

(a) A copy of the Organizational Documents of GRR;

(b) A certificate of the resolutions of the board of directors or other appropriate governing body of each Obligor, signed by a Senior Officer of such Obligor, authorizing such Obligor to execute, deliver and perform its obligations under the Facility Documents;

(c) Evidence of insurance, including standard forms of certificates of insurance addressed to Carlaken, reasonably satisfactory to Carlaken and otherwise confirming GRR's satisfaction of the insurance requirements contained in the Facility Documents; and

(d) Receipt of GRR's financial statements for its most recently concluded Fiscal Year, and such other financial reports, projections and other information concerning any Obligor as Carlaken shall request.

7. **Other Closing Conditions (§3.1(d))**:

None

8. **Notices (§8.3)**

If to GRR:

Gold Rush Refiners, LLC
75 Mendel Drive
Suite J
Atlanta, GA 30336
Attn: Armando Fundora
Telecopier No.: 404-696-0670

With a copy to:

Busch, Slipakoff & Schuh, LLP
3350 Riverwood Parkway, Suite 1550
Atlanta, GA 30339
Attn: Shane Stogner
Telecopier No.: 770-790-3520

If to Carlaken:

Carlaken Holdings, LLC
1610 Greenview Ct.
Woodstock, GA 30189-1537
Attn:
Telecopier No:

With a copy to:

_____
_____
_____
_____

The undersigned have executed this Terms Schedule on the 2nd day of November 2012.

Accepted in Atlanta, Georgia:

GRR:

GOLD RUSH REFINERS, LLC

By:_____ [SEAL]
Name: Armando Fundora
Title: President

Carlaken:

Carlaken Holdings, LLC

By:_____[SEAL]
Name:_____
Title: Member

By:_____ [SEAL]
Name:_____
Title: Member

The undersigned have executed this Terms Schedule on the 2nd day of November 2012.

Accepted in Atlanta, Georgia:

GRR:

GOLD RUSH REFINERS, LLC

By: _____ [SEAL]
Name: Armando Fundora
Title: President

Carlaken:

Carlaken Enterprises, LLC

By: _____ [SEAL]
Name: _____
Title: Member

By: _____ [SEAL]
Name: _____
Title: Member

Accepted in Atlanta, Georgia:

GRR:

GOLD RUSH REFINERS, LLC

By:_____ [SEAL]
Name: Armando Fundora
Title: President

Carlaken:

Carlaken Holdings, LLC

By:_____ [SEAL]
Name: Kenneth LaMonta
Title: Member

By:_____ [SEAL]
Name:_____
Title: Member

AMENDMENT TO FACILITY AGREEMENT AND TERM SCHEDULE

DATE: FEBRUARY 6, 2013

Recitals

This Amendment to the FACILITY AGREEMENT AND TERM SCHEDULE is entered into between CARLAKEN HOLDINGS, LLC, and the borrower, GOLD RUSH REFINERS, LLC.

The Parties agree to amend the Facility Agreement between them dated November 2, 2012 and the Term Schedule between them dated November 2, 2012, as follows, effective as of the date hereof.

Amendments

1. The portion of Section 1.3 of the Facility Agreement, which presently reads: "The outstanding principal of the Loan shall bear interest at the rate of twelve percent (12%) per annum, calculated on the basis of 360 days per year." is amended to read as follows:

"The outstanding principal of the Loan shall bear interest at the rate of fourteen percent (14%) per annum, calculated on the basis of 360 days per year."

2. Section 3 of the Term Schedule is amended to read as follows: "$500,000'

3. Section 4 of the Term Schedule is amended to read as follows: "An amount equal to fourteen percent (14%) per annum.

4. GOLD RUSH REFINERS, LCC represents and warrants to CARLAKEN HOLDINGS, LCC that all representations and warranties set forth in the Facility Agreement and the Term Schedule, as amended hereby, are true and correct.

5. This Amendment, the Facility Agreement, the Term Schedule, and other written documents and agreements between CARLAKEN HOLDINGS, LLC and GOLD RUSH REFINERS, LLC set forth in full all of the representations and agreements of the parties with respect to the subject matter hereof and except as herein expressly amended, all of the terms and provisions of the Facility Agreement, the Term Schedule, and all other documents and agreements between CARLAKEN HOLDINGS, LLC and GOLD RUSH REFINERS, LLC shall continue in full force and effect and the same are hereby ratified and confirmed.

The undersigned have executed this Amendment to FacilityAgreement and the Term Schedule on the 6 day of February 2013.

Accepted in Atlanta, Georgia:

GRR:

GOLD RUSH REFINERS, LLC

By: _____ [SEAL]
Name: Armando Fundora
Title: President

Carlaken:

Carlaken Holdings, LLC

By: _____ [SEAL]
Name: _____
Title: _____

The undersigned have executed this Amendment to FacilityAgreement and the Term Schedule on the 6 day of February 2013.

Accepted in Atlanta, Georgia:

GRR:

GOLD RUSH REFINERS, LLC

By: _____ [SEAL]
Name: Armando Fundora
Title: President

Carlaken:

Carlaken Holdings, LLC

By: _____ [SEAL]
Name: Kenneth P. LaMonta
Title: President 1-8-13

DEFINITIONS SCHEDULE

This **Definitions Schedule** is a part of the Facility Agreement dated November 2, 2012, between **GOLD RUSH REFINERS, LLC** as GRR, and **CARLAKEN HOLDINGS, LLC** as Carlaken (as at any time amended, the "Facility Agreement"). When used in the Facility Agreement or in any Schedule (including this Definitions Schedule) or Rider thereto, the following terms shall have the following meanings (terms defined in the singular to have the same meaning when used in the plural and *vice versa*):

"Advance" means an advance of cash or other proceeds by a Refiner to GRR based on GRR's providing Product to the Refiner.

"Affiliate" means a Person (i) which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, another Person; (ii) which beneficially owns or holds 10% or more of any class of the Equity Interests of a Person; or (iii) 10% or more of the Equity Interests with power to vote of which is beneficially owned or held by another Person or a Subsidiary of another Person. For purposes hereof, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of any Equity Interest, by contract or otherwise.

"Agreement" means the Facility Agreement, together with all Schedules (including the Terms Schedule and this Definitions Schedule), Exhibits and Riders thereto (if any), in each case, whether now or hereafter annexed thereto.

"Authorized Officer" means each Senior Officer, each Person identified in Item 1 of the Terms Schedule, and each other person designated in writing by GRR to Carlaken as an authorized officer to make requests for the Facility or other extensions of credit under the Agreement.

"Average Daily Balance" means the average daily balance of Borrowings drawn and outstanding on the Facility during a calendar month, calculated by adding all daily balances together and dividing that total amount by the number of days in the month.

"Borrowing" means a disbursement of funds from the Facility to purchase Product.

"Business Day" means any day of the week, excluding Saturdays, Sundays, or a day on which banks in Georgia are authorized or required to be closed.

"Change of Control" means (i) the occurrence of any event (whether in one or more transactions) that results in a transfer of control of GRR to a Person who is not in control of GRR on the date of the Facility Agreement or (ii) any merger or consolidation of or with GRR or sale of all or substantially all of the property of GRR. For purposes of this definition, "control of GRR" shall mean the power, direct or indirect, (x) to vote 50% or more of the Equity Interests having ordinary voting power for the election of directors or managing agents of GRR or (y) to direct or cause the direction of the management and policies of GRR by contract or otherwise.

"Closing Date" means the date on which this Agreement is executed by GRR and Carlaken.

"Collateral" means (i) any and all Product in the possession of GRR, (ii) any and all cash or cash equivalents held by GRR from utilization of the Facility or purchase of Product and (iii) any and all rights of GRR to receive Advances or Settlement Payments as part of a Transaction.

"Commitment" means the commitment of Carlaken to make the Facility available in accordance with the Agreement, up to the Maximum Facility Commitment Amount.

"Commitment Termination Date" means the date that is the sooner to occur of (i) the last day of the Term or (ii) the date on which the Commitment is terminated pursuant to Section 2 of the Facility Agreement.

"DACA" means a Deposit Account Control Agreement between Carlaken, GRR and an institution selected by Carlaken in its sole and absolute discretion.

"Default" means an event or condition the occurrence of which would, with the lapse of time or the giving of notice, or both, become an Event of Default.

"Default Rate" means the lesser of fifteen percent (15%) per annum or the maximum rate allowed under Georgia law..

"ERISA" means the Employee Retirement Income Security Act of 1974.

"Event of Default" means any event or condition described in Section 7 of the Facility Agreement.

"Excess Cash" shall mean any amounts in the Facility Account exceeding the aggregate of: (i) the Maximum Facility Commitment Amount, and (ii) any amount set aside as Reserves.

"Facility" means the proceeds made available by Carlaken to GRR pursuant to the terms of this Agreement up to the Maximum Facility Commitment Amount as defined in Section 1.1(a) of the Agreement.

"Facility Account" shall have the meaning set forth in Section 1.5 of the Agreement.

"Facility Amount" means the combination of the following at any time (i) the amount in the Facility Account, and (ii) the total amount of all Borrowings from the Facility.

"Facility Documents" means, collectively, the Agreement, the Security Agreement, the Guaranty and any other instruments or agreements executed by an Obligor in connection with the Agreement or any of the Obligations.

"Facility Fee" shall have the meaning ascribed thereto in Section 1.3 herein.

"Fiscal Quarter" means any fiscal quarter of GRR.

"Fiscal Year" means the fiscal year of GRR for accounting and tax purposes.

"GRR Account" means the account maintained by GRR for normal business operations and where Advances and Settlement Payments are deposited.

"GRR's Books" means all of GRR's books and records relating to its existence, governance, financial condition or operations, or any of the Collateral, regardless of the medium in which any such information may be recorded.

"Guarantor" means Armando Fundora.

"Guaranty" means each guaranty now or hereafter executed by a Guarantor with respect to any of the Obligations.

"Indemnitees" means Carlaken and each of its officers, directors, agents (including legal counsel) and Affiliates.

"Indemnified Claims" means all claims, demands, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, awards, remedial response costs, expenses or disbursements of any kind or nature whatsoever (including reasonable attorneys', accountants', auctioneers', consultants' or paralegals' fees and expenses), which may at any time be imposed on, incurred by, or asserted against any Indemnitee in any way relating to or arising out of the administration, performance or enforcement by Carlaken of any of the Facility Documents or consummation of any of the transactions described therein; the existence of, perfection of a Lien upon or the sale or collection of or other realization upon any Collateral; or the failure of any Obligor to observe, perform or discharge any of such Obligor's covenants or duties under any of the Facility Documents, in each case including any cost or expense incurred by any Indemnitee in connection with any investigation, litigation, arbitration, or other judicial or non-judicial proceeding whether or not such Indemnitee is a party thereto.

"Insolvency Proceeding" means a bankruptcy, receivership, assignment for the benefit of creditors, debt adjustment, liquidation or any other insolvency case or proceeding under any applicable law.

"Lien" means any interest in property securing an obligation owed to or a claim by a Person, whether such interest is based on common law, statute or contract.

"Lien Waiver" means the waiver or subordination of Liens satisfactory to Carlaken from a lessor, mortgagee, warehouse operator, processor or other third party that may have a Lien upon any Collateral that is in such third party's possession or is located or leased by such party to GRR, by which such Person shall waive or subordinate its Liens and claims with respect to any Collateral in favor of Carlaken and shall assure Carlaken's access to any Collateral for the purpose of allowing Carlaken to enforce its rights and Liens with respect thereto.

"Material Adverse Effect" means the effect of any event, condition, action, omission or circumstance, which, alone or when taken together with other events, conditions, actions, omissions or circumstances occurring or existing concurrently therewith, (i) has a material adverse effect upon the business, operations, properties, or condition (financial or otherwise) of any Obligor; (ii) has or could be reasonably expected to have any material adverse effect upon the validity or enforceability of the Agreement or any of the other Facility Documents; (iii) has any material adverse effect upon the title to or value of any material part of the Collateral, the Liens of Carlaken with respect to the Collateral or the priority of any such Liens; (iv) materially impairs the ability of any Obligor to perform its obligations under any of the Facility Documents, including repayment of any of the Obligations when due; or (v) materially impairs or delays Carlaken's ability to enforce or collect the Obligations or realize upon any of the Collateral in accordance with the Facility Documents or applicable law.

"Maximum Facility Commitment Amount" means an amount equal to the amount shown on Item 3 of the Terms Schedule.

"Notice of Facility Borrowing" shall have the meaning as set forth in Section 1.1(c).

"Obligations" means all amounts, obligations, covenants, and duties now or at any time or times hereafter owing by GRR to Carlaken of any kind and description, whether incurred pursuant to or evidenced by any of the Facility Documents or any other agreement and whether direct or indirect,

absolute or contingent, due or to become due, or joint or several, including the Facility Fee on the Facility, all fees, all obligations of GRR in connection with any indemnification of Carlaken, all obligations of GRR to reimburse Carlaken in connection with any letters of credit or bankers acceptances, and all Carlaken Expenses.

"Obligor" means GRR, each Guarantor, and each other Person that is at any time liable for the payment of the whole or any part of the Obligations or that has granted in favor of Carlaken a Lien upon any of any of such Person's assets to secure payment of any of the Obligations.

"Ordinary Course of Business" means, with respect to any Person, the ordinary course of such Person's business, as conducted by such Person in accordance with past practices and undertaken by such Person in good faith and not for the purpose of evading any covenant or restriction in any Facility Document.

"Organizational Documents" means, with respect to any Person, its charter, certificate or articles of incorporation, bylaws, articles of organization, limited liability agreement, operating agreement, members agreement, shareholders agreement, partnership agreement, certificate of partnership, certificate of formation, voting trust, or similar agreement or instrument governing the formation or operation of such Person.

"Payment Office" means the office of Carlaken located at 1610 Greenview Court, Woodstock GA 30189, or such other location as to which Carlaken shall have given written notice to the GRR.

"Permitted Lien" means any of the following: (i) Liens granted in favor of Carlaken; (ii) Liens for Taxes (excluding any Lien imposed pursuant to the provisions of ERISA) not yet due or being Properly Contested; (iii) statutory Liens (other than Liens for Taxes) arising in the Ordinary Course of Business of GRR or a Subsidiary, but only if and for so long as payment in respect of such Liens is not at the time required or the Debt secured by any such Liens is being Properly Contested and such Liens do not materially detract from the value of the property of GRR and do not materially impair the use thereof in the operation of GRR's business; (iv) Liens arising from the rendition, entry or issuance against GRR of any judgment for so long as each such Lien is in existence for less than 30 consecutive days after it first arises or is being Properly Contested and is at all times junior in priority to any Liens in favor of Carlaken; (v) normal and customary rights of setoff upon deposits of cash in favor of banks and other depository institutions and Liens of a collecting bank arising under the UCC, on payment items in the course of collections; and (vi) such other Liens as may be consented to in writing by Carlaken in its discretion.

"Person" means an individual, partnership, corporation, limited liability company, limited liability partnership, joint stock company, land trust, business trust, or unincorporated organization, or a government or agency, department, or other subdivision thereof.

"Plan " means an employee pension benefit plan that is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Internal Revenue Code and that is either (i) maintained by GRR for employees or (ii) maintained pursuant to a collective bargaining agreement or any other arrangement under which more than one employer makes contributions and to which GRR is then making or accruing an obligation to make contributions or has within the preceding 5 years made or accrued such contributions.

"Product" means gold and precious metal products purchased by GRR from Sellers in the United States. The definition of Product may be expanded by Carlaken in its sole and absolute discretion and shall only be effective if made in writing by Carlaken.

"Profit" means the amount of funds remaining from a Transaction Cycle after payment of all customary costs associated with the Transaction Cycle and return of the Borrowing amount for that Transaction to the Facility Account.

"Properly Contested" means, in the case of any Debt of an Obligor (including any Taxes) that is not paid as and when due or payable by reason of such Obligor's bona fide dispute concerning its liability to pay same or concerning the amount thereof, (i) such Debt is being properly contested in good faith by appropriate proceedings promptly instituted and diligently conducted; (ii) such Obligor has established appropriate reserves to cover such Debt; (iii) the non-payment of such Debt will not have a Material Adverse Effect; (iv) no Lien is imposed upon any of such Obligor's assets with respect to such Debt unless such Lien is at all times subordinate in priority to the Liens of Carlaken (except only with respect to property taxes that have priority as a matter of applicable state law) and enforcement of such Lien is stayed during the period prior to the final resolution or disposition of such dispute; (v) if the Debt results from, or is determined by the entry, rendition or issuance against an Obligor or any of its assets of, a judgment, the enforcement of such judgment is stayed pending a timely appeal or other judicial review; and (vi) if such contest is abandoned, settled or determined adversely (in whole or in part) to such Obligor, such Obligor forthwith pays such Debt and all penalties, interest and other amounts due in connection therewith.

"Refiner" means an end refiner of gold and other metals for use in industry or otherwise.

"Refining Terms" means standard terms and conditions agreed upon between GRR and a Refiner for sale of Product by GRR and purchase of the same by Refiner.

"Reserves" shall mean funds set aside and amounts allocated by GRR in its reasonable discretion for the payment of the estimated Facility Fee.

"Security Agreement" means that certain Security Agreement between GRR and Carlaken pursuant to which GRR grants a first priority security interest in the Collateral.

"Seller(s)" means a seller of Product acquired from the general public.

"Senior Officer" means any person occupying any of the following positions with GRR as of any applicable date: the chairman of the board of directors, president, chief executive officer, chief financial officer, managing member or managing partner.

"Settlement Payment" means an advance of cash or other proceeds by a Refiner to GRR based on GRR's providing Product to the Refiner after payment of the Advance by the Refiner.

"Solvent" means, as to any Person, such Person (i) is able to pay all of its debts as such debts mature, (ii) has capital that is not unreasonably small for its business and is sufficient to carry on its business and transactions and all business and transactions in which it is about to engage, (iii) is not "insolvent" within the meaning of Section 101(32) of Title 11 of the United States Code, and (iv) has not incurred (by way of assumption or otherwise) any obligations or liabilities (contingent or otherwise) under any of the Facility Documents, or made any conveyance pursuant to or in connection therewith, with actual intent to hinder, delay or defraud either present or future creditors of such Person.

"Taxes" means any present or future taxes, levies, imposts, duties, fees, assessments, deductions, withholdings or other charges of whatever nature, including income, receipts, excise, property, sales, use, transfer, license, payroll, withholding, social security and franchise taxes now or hereafter imposed or levied by the United States or any other governmental authority and all interest, penalties, additions to tax

and similar liabilities with respect thereto, but excluding, in the case of Carlaken, taxes imposed on or measured by the net income or overall gross receipts of Carlaken.

"Term" means the term set forth in Section 2.1 of the Facility Agreement.

"Terms Schedule" means the Terms Schedule annexed to the Facility Agreement.

"Transaction" means a transaction wherein GRR utilizes a Borrowing to purchase Product and then sell the same to a Refiner.

"Transaction Cycle" means the cycle of Transaction wherein (i) GRR requests a Borrowing which from the Facility Account pursuant to the terms of the Agreement, (ii) GRR purchases Product from a Seller, (iii) GRR provides the product to a Refiner, (iv) Refiner transmits an Advance to GRR based on receipt of Product and description of the same by GRR and (v) Refiners transmits a Settlement Payment (if any) to GRR after assessment of the Product by Refiner.

"UCC" means the Uniform Commercial Code (or any successor statute) as adopted and in force in the State of Georgia or, when the laws of any other state govern the method or manner of the perfection or enforcement of any security interest in any of the Collateral, the Uniform Commercial Code (or any successor statute) of such state.

DEBT PURCHASE AND ASSIGNMENT AGREEMENT

THIS PURCHASE AND ASSIGNMENT AGREEMENT (this "Agreement"), is entered into on March 05, 2014 by and between James Mathews (the "Assignor") and Capital Financial Global, Inc., a Nevada corporation, (the "Assignee"); together, the "parties."

WHEREAS, Assignor is the legal and beneficial owner of that certain debt owed by Gold Rush Refiners, LLC, a Georgia limited liability company, Gold Rush Refiners USA, Inc., a Georgia corporation (collectively, the "Debtor") incurred prior to the date first stated above, in the current principal amount of Four Hundred and Twenty Five Thousand and 00/100 Dollars ($425,000.00) payable to the Assignor, more particularly set forth in Exhibit A attached hereto (the "Debt");

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor the entire amount of the Debt on the basis of the representations, warranties and agreements contained in this Agreement (the Assignment");

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

A. Purchase Price. Assignee will pay to the Assignor an aggregate purchase price for the Debt of One Hundred and Six Thousand and 250/100 Dollars ($106,250.00) (the "Purchase Price"). The Purchase Price will be paid in the form of One Hundred and Six Thousand and 250 (106,250) shares of Assignee's Series B Preferred Stock on the Closing Date (as defined herein).

B. Assignment.

   a. Transfer of Debt: On the Closing Date (as set forth below), for the payment of the Purchase Price the Assignor hereby absolutely, irrevocably and unconditionally sells, assigns, conveys, and transfers to the Assignee all of the rights and interests to the Debt owned by the Assignor and all of Assignor's rights and benefits thereunder and conferred therein, excluding interest due under the original debt, and the Assignee accepts such assignment.

   b. Closing Procedures. The closing of the assignment contemplated hereunder shall take place within Seven (7) days of the date of full execution hereof (the "Closing Date") or such other date as mutually agreed by the parties hereto. On the Closing Date, the following shall take place:

      i. The Assignee shall deliver the Purchase Price to its counsel:

         Vincent & Rees, LLC
         Attn: David Rees, Esq.
         175 South Main, 15th Floor
         Salt Lake City, UT 84111
         Phone: 801-303-5730
         Fax: 801-355-5005

      ii. Immediately upon notification of the delivery of the Purchase Price, the Assignor shall deliver to the Assignee Exhibit B "Instrument Of Assignment And Transfer" executed by the Assignor in a form annexed hereto transferring the Debt.

iii. Following delivery the Instrument of Assignment and Transfer, the Assignee shall instruct its counsel to transfer the Purchase Price to Assignor.

C. Additional Documents. The Assignor agrees to take such further action and to execute and deliver, or cause to be executed and delivered, any and all other documents which are, in the opinion of the Assignee or its counsel, necessary to carry out the terms and conditions of the Assignment effected by the Agreement.

D. Effective Date And Counterpart Signature. This Agreement shall be effective as of the date first written above. This Agreement, and acceptance of same, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Confirmation of execution by telex or by telecopy or telefax of a facsimile signature page shall be binding upon that party so confirming.

E. Representations And Warranties of the Assignee

a. Organization: Authority. The Assignee is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, partnership or other applicable power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations thereunder, and the execution, delivery and performance by the Assignor of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of the Assignee.

b. Binding Agreement: This Agreement, when executed and delivered by the Assignee, will constitute a valid and legally binding obligation of the Assignee, enforceable against the Assignee in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (c) to the extent the indemnification provisions contained herein may be limited by federal or state securities laws.

c. Investment Experience: Access to Information and Preexisting Relationship. The Assignee (a) either alone or together with its representatives, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of this investment and make an informed decision to so invest, and has so evaluated the risks and merits of such investment in the Debt, (b) has the ability to bear the economic risks of this investment and can afford a complete loss of such investment, (c) understands the terms of and risks associated with the acquisition of the Notes, including, without limitation, a lack of liquidity, price transparency or pricing availability and risks associated with the industry in which the Debtor operates, (d) has had the opportunity to review such disclosure regarding the Debtor, its business, its financial condition and its prospects as the Assignee has determined to be necessary in connection with the Assignment of the Debt.

d. Restrictions on Transfer. The Assignee understands that the Debt has not been registered under the Securities Act of 1933, as amended ("Securities Act") or the securities laws of any state.

e. Absence of General Solicitation. The Assignee is not accepting such Assignment as a result of any advertisement, article, notice or other communication regarding the Notes published in

any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

f. No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which the Assignee is subject or any provision of its organizational documents or other similar governing instruments, or conflict with, violate or constitute a default under any agreement, credit facility, debt or other instrument or understanding to which the Assignee is a party.

g. Consents. No authorization, consent, approval or other order of, or declaration to or filing with, any governmental agency or body or other Person is required on the part of Assignee for the valid authorization, execution, delivery and performance by the Assignee of this Agreement and the consummation of the transactions contemplated hereby.

F. Representations And Warranties Of The Assignor

a. Ownership. Assignor owns and is conveying to Assignee all right, title and interest to the Debt, free and clear of all liens, mortgages, pledges, security interests, encumbrances or charges of any kind or description.

b. Organization: Authority. The Assignor is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, partnership or other applicable power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations thereunder, and the execution, delivery and performance by the Assignor of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of the Assignor. This Agreement, when executed and delivered by the Assignor, will constitute a valid and legally binding obligation of the Assignor, enforceable against the Assignor in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (c) to the extent the indemnification provisions contained herein may be limited by federal or state securities laws.

c. No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which the Assignee is subject or any provision of its organizational documents or other similar governing instruments, or conflict with, violate or constitute a default under any agreement, credit facility, debt or other instrument or understanding to which the Assignee is a party.

d. Consents. No authorization, consent, approval or other order of, or declaration to or filing with, any governmental agency or body or other Person is required on the part of Assignee for the valid authorization, execution, delivery and performance by the Assignee of this Agreement and the consummation of the transactions contemplated hereby.

e. No Litigation. There is no action, suit, proceeding, judgment, claim or investigation pending, or to the knowledge of the Assignor, threatened against the Assignor, which could reasonably be expected in any manner to challenge or seek to prevent, enjoin, alter or delay the transactions contemplated hereby.

f. Not an Affiliate. Assignor is not now, and has not been during the preceding 90 days, an officer, director, 10% or more shareholder of Debtor or in any other way an "affiliate" of Debtor (as that term is defined in Rule 144(a)(1) adopted pursuant to the Securities Act of 1933, as amended) and is delivering a letter to that effect in the form annexed hereto that may be delivered to counsel to the Debtor.

G. General Provisions

a. Governing Law: Submissions to Jurisdiction. This agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to conflict of law principles. Each party agrees that any action or proceeding arising out of or relating in any way to this agreement shall be brought in a United States federal or state court of competent jurisdiction sitting in Salt Lake City, Salt Lake County, in the State of Utah. Each party hereby irrevocably and unconditionally waives any defense of an inconvenient forum or lack of personal jurisdiction to the maintenance of any action or proceeding and any right of jurisdiction or venue on account of the place of residence or domicile of any party hereto. Each party hereby irrevocably waives any right it may have, and agrees not to request, a jury trial for the adjudication of any dispute hereunder or in connection with or arising out of this agreement or any transaction contemplated hereby.

b. Amendments. No provision hereof may be waived or modified other than by an instrument in writing signed by the party against whom enforcement is sought.

c. Severability. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

H. Exclusions

a. Armando Fundora. Nothing in this agreement shall limit the right of Assignor to recover for interest due under the terms of the original Debt from Armando Fundora. Additionally, this agreement shall not release Armando Fundora from any obligation under the terms of the original Debt, including but not limited to, principal not recovered as part of this agreement.

[Remainder of page intentionally left blank; Signature Page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ASSIGNOR:

Jaime Mathews
24 Baldwin Circle
Southington, CT 06489
Phone: _860-385-3991____

By: _____
Name: Jaime Mathews
Title: Manager

Date: 03 /14 /14

ASSIGNEE:

CAPITAL FINANCIAL GLOBAL, INC.

By: _____
Name: Paul Norat
Title: President

AGREED AND ACKNOWLEDGED

Gold Rush Refiners, LLC.

By: _____
Name: Joel Natario
Title: Manager

AGREED AND ACKNOWLEDGED

Gold Rush Refiners USA, Inc.

By: _____
Name: Joel Natario
Title: CEO

Exhibit B

INSTRUMENT OF ASSIGNMENT AND TRANSFER

ASSIGNMENT AND ASSUMPTION OF DEBT

In accordance with that certain Debt Purchase and Assignment Agreement dated March 5, 2014 (the "Agreement"), between Bayern Ventures, LLC (the "Assignor") and Capital Financial Global, Inc. (the "Assignee"), Assignor, hereby irrevocably assigns to Assignee, all of Assignors right, title and interest in the Debt owed by Gold Rush Refiners, LLC, a Georgia limited liability company, and Gold Rush Refiners USA, Inc., a Georgia corporation (collectively, the "Debtor"), described in the Agreement.

Assignee hereby accepts the foregoing assignment and delivery and assumes all of the risks and benefits of the Assignor, as owner of the Debt, accruing from and after the date hereof.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be duly executed the day and year first above written.

ASSIGNOR:	ASSIGNEE:
Jaime Mathews	Capital Financial Global, Inc.
By: JMat	By: Paul N
Name: Jaime Mathews	Name: Paul Norat
Title: Manager	Title: President
Date: 3/14/14	Date: 3/14/14

ACKNOWLEDGEMENT OF DEBTOR

By signing below Gold Rush Refiners, LLC (the "Debtor"), acknowledges and agrees that the Debt is currently owing and consents and agrees to the assignment by Assignor to Assignee of the Debt and agrees to honor that portion of the Debt and to pay to the Assignee such sums as may be due and owing thereon.

AGREED AND ACKNOWLEDGED	AGREED AND ACKNOWLEDGED
Gold Rush Refiners, LLC	Gold Rush Refiners USA, Inc.
By:	By:
Name: Joel Natario	Name: Joel Natario
Title: Manager	Title: CEO

Exhibit B

INSTRUMENT OF ASSIGNMENT AND TRANSFER

ASSIGNMENT AND ASSUMPTION OF DEBT

In accordance with that certain Debt Purchase and Assignment Agreement dated March 5, 2014 (the "Agreement"), between Bayern Ventures, LLC (the "Assignor") and Capital Financial Global, Inc. (the "Assignee"), Assignor, hereby irrevocably assigns to Assignee, all of Assignors right, title and interest in the Debt owed by Gold Rush Refiners, LLC, a Georgia limited liability company, and Gold Rush Refiners USA, Inc., a Georgia corporation (collectively, the "Debtor"), described in the Agreement.

Assignee hereby accepts the foregoing assignment and delivery and assumes all of the risks and benefits of the Assignor, as owner of the Debt, accruing from and after the date hereof.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be duly executed the day and year first above written.

ASSIGNOR:	ASSIGNEE:
Jaime Mathews	Capital Financial Global, Inc.
By: _____	By: _____
Name: Jaime Mathews	Name: Paul Norat
Title: Manager	Title: President
Date: 3/14/14	Date: 3/14/14

ACKNOWLEDGEMENT OF DEBTOR

By signing below Gold Rush Refiners, LLC (the "Debtor"), acknowledges and agrees that the Debt is currently owing and consents and agrees to the assignment by Assignor to Assignee of the Debt and agrees to honor that portion of the Debt and to pay to the Assignee such sums as may be due and owing thereon.

AGREED AND ACKNOWLEDGED	AGREED AND ACKNOWLEDGED
Gold Rush Refiners, LLC	Gold Rush Refiners USA, Inc.
By: _____	By: _____
Name: Joel Natario	Name: Joel Natario
Title: Manager	Title: CEO

PROMISSORY NOTE

$300,000

Date: [illegible]

FOR VALUE RECEIVED, Gold Rush Refiners, LLC and Armando Fundora (the "Debtors"), hereby unconditionally promise to pay to the order of James Mathews (hereafter, together with any holder hereof, called "Holder") at the offices of the Holder located at 24 Baldwin Circle, Southington, CT 06489 or at such other place as the Holder may designate in writing to the Debtors, in lawful money of the United States of America, and in immediately available funds, the principal sum of [illegible] No/100 Dollars ($300,000.00) together with interest on the principal balance from time to time outstanding hereunder (computed on the basis of a 365-day year and actual number of days elapsed) from the date hereof until paid in full at a per annum rate equal to [illegible] two percent (32%) payable in eight quarterly installments of [illegible] interest payment will be in the amount of $24,000.

Joint and Several Liability: All of the Debtors' promises, agreements, and obligations set forth in this promissory note are joint and several.

Unless due earlier pursuant to the terms hereof, the principal balance shall be payable in full on March 1, 2013. Accrued interest shall be due and payable on the 1st day of every third month starting June 1, 2011 (interest payments [illegible] September 1, 2011, December 1, 2011, March 1, 2012, June 1, [illegible] December 1, 2012, March 1, 2013).

If the Holder requests payment of the principal amount of $300,000 before March 1, 2013, he shall allow the Debtors 90 days time to return the money.

Notwithstanding any terms or provisions contained herein or elsewhere, in no event shall the aggregate amount of Interest (as defined below) contracted for, reserved, charged, collected, taken or received by the Holder pursuant to this Note exceed the maximum amount permissible (the "Maximum Rate") under the Usury Laws (as defined below). Neither the exercise by the Holder of its rights to accelerate the payment or the maturity of any indebtedness evidenced by this Note, nor the prepayment by the Debtors of any of the indebtedness evidenced by this Note, nor the occurrence of any other event or contingency whatsoever, shall entitle the Holder to charge, collect or receive Interest in excess of the Maximum Rate and in no event shall the Debtors be obligated to pay Interest exceeding the Maximum Rate. All agreements, conditions or stipulations, if any, which may in any event or contingency operate to bind, obligate or compel the Debtors to pay Interest exceeding the Maximum Rate shall be without binding force or effect, at law or in equity, but only to the extent of the excess of Interest over such Maximum Rate. If any Interest is contracted for, charged, collected, taken or received in excess of the Maximum Rate ("Excess"), the Debtors acknowledge and agree that any such obligation, charge, collection or receipt shall be the result of a bona fide error, and such Excess, to the extent received, shall be applied first to reduce the principal hereof and the balance of

such Excess, if any, shall be returned to the Debtors; it being the express intent of the Debtors and the Holder that the Debtors not pay and the Holder not receive, charge or collect, directly or indirectly, interest in excess of the Maximum Rate. By the execution of this Note, the Debtors covenant and agree that (i) the credit or return of any Excess shall constitute the acceptance by the Debtors of such Excess, and (ii) the Debtors shall not seek or pursue (and hereby waive to the fullest extent permitted by law) any other remedy, legal or equitable, against the Holder, based in whole or in part upon contracting for, charging, collecting or receiving any Interest in excess of the Maximum Rate. For the purpose of determining whether or not any Excess has been contracted for, charged, collected or received by the Holder, all Interest at any time contracted for, charged, collected or received from the Debtors in connection with the indebtedness evidenced by this Note shall, to the extent permitted by the Usury Laws, be amortized, prorated, allocated and spread in equal parts throughout the full term of this Note. The Debtors and the Holder agree, to the maximum extent permitted under the Usury Laws, to (i) characterize any non-principal payment as an expense rather than as Interest and (ii) exclude voluntary prepayments and the effects thereof. For purposes hereof, the term "Interest" shall mean any and all interest, fees, premiums and other charges for the use of money or the extension of credit and shall include any "interest" (or any amount or sum deemed to be "interest") under and as defined in the Usury Laws; and the term "Usury Laws" shall mean any applicable laws, statutes [(including, without limitation, Title 7, Chapter 4 of the Official Code of Georgia)], rules, regulations or ordinances limiting, governing or otherwise regulating the rate or amount of Interest or the manner which Interest may be calculated, charged, collected, paid, contracted for or disclosed.

The Debtors, and the Holder by accepting this Note, each agree and stipulate that the only charge imposed upon the Debtors for the use of money in connection with this Note is and shall be the interest described in the first paragraph hereof.

Each of the following events shall constitute an "Event of Default" under this Note: (i) failure of the Debtors to pay any principal, interest or other amount due hereunder when due, or the Debtors shall in any way fail to comply with the other terms, covenants or conditions contained in this Note; (ii) any written representation or warranty made at any time by the Debtors to the Holder shall prove to have been incorrect or misleading in any material respect when made; (iii) a default, event of default, or event which with the giving of notice or the passage of time or both would constitute a default or event of default, shall have occurred under any other document, instrument, contract or agreement now or hereafter entered into by the Debtors and Holder or executed by the Debtors in favor of the Holder, or the Debtors shall in any way fail to comply with the terms, covenants or conditions contained in any such document, instrument, contract or agreement: (iv) a default, event of default, or event which with the giving of notice or the passage of time or both would constitute a default or event of default, shall have occurred under any document, instrument, contract or agreement (a) evidencing or securing indebtedness of the Debtors for borrowed money or (b) material to the financial condition of the Debtors; (v) a final judgment or order for the payment of money, or any final order granting equitable relief, shall be entered against the Debtors and such judgment or order

has or will have a materially adverse effect on the financial condition of the Debtors; (vi) a warrant, writ of attachment, levy or other similar process shall be issued against any property of the Debtors; (vii) the Debtors shall (a) commence a voluntary case under the Bankruptcy Code of 1978, as amended or other federal bankruptcy law (as now or hereafter in effect); (b) file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition for adjustment of debts; (c) consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws; (d) apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic or foreign; (e) be unable to, or admit in writing its inability to, pay its debts as they become due; (f) make a general assignment for the benefit of creditors; or (g) make a conveyance fraudulent as to creditors under any state or federal law; or (viii) a case or other proceeding shall be commenced against the Debtors in any court of competent jurisdiction seeking (a) relief under the Bankruptcy Code of 1978, as amended or other federal bankruptcy law (as now or hereafter in effect) or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts or (b) the appointment of a trustee, receiver, custodian, liquidator or the like for the Debtors or all or any substantial part of the assets, domestic or foreign, of the Debtors.

Upon the occurrence of an Event of Default (other than an Event of Default described in clause (vii) or (viii) of the definition thereof), any and all of the loans and the Debtors' other obligations hereunder, at the option of the Holder, and without demand or notice of any kind, may be immediately declared, and thereupon shall immediately become in default and due and payable and the Holder may exercise any and all rights and remedies available to it at law, in equity or otherwise. Upon the occurrence of an Event of Default described in clause (vii) or (viii) of the definition thereof, any and all of the loans and the Debtors' other obligations hereunder, without demand or notice of any kind, shall immediately become in default and due and payable and the Holder may exercise any and all rights and remedies available to it at law, in equity or otherwise.

The Debtors shall pay all expenses incurred by the Holder in the collection of this Note, including, without limitation, the reasonable fees and disbursements of counsel to the Holder, if this Note is collected by or through an attorney-at-law.

Time is of the essence of this Note.

To secure the payment of this Note and, all other indebtedness or liability of the Debtors to the Holder, however and whenever incurred or evidenced, whether direct or indirect, absolute or contingent, or due or to become due, the Debtors hereby grant to the Holder a security interest in, and collaterally assigns to the Holder, all property of the Debtors of every kind and description now or hereafter in the possession or control of the Holder for any reason, including all dividends and distributions on or other rights in connection therewith.

In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, the Debtors hereby authorize the Holder, at any time or from time to time, without notice to the Debtors or to any other person or entity, any such notice being hereby expressly waived, to set-off and to appropriate and to apply any and all indebtedness at any time held or owing by the Holder or any affiliate of the Holder, to or for the credit or the account of the Debtors, against and on account of all obligations of the Debtors owing hereunder or otherwise to the Holder, irrespective of whether or not the Holder shall have declared any or all of such obligations of the Debtors to be due and payable, and although such obligations shall be contingent or unmatured.

THE DEBTORS, AND THE HOLDER BY ACCEPTING THIS NOTE, EACH ACKNOWLEDGES THAT ANY DISPUTE OR CONTROVERSY BETWEEN THE DEBTORS AND THE HOLDER WOULD BE BASED ON DIFFICULT AND COMPLEX ISSUES OF LAW AND FACT. ACCORDINGLY, THE HOLDER AND THE DEBTORS HEREBY WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT OR TRIBUNAL IN WHICH AN ACTION MAY BE COMMENCED BY OR AGAINST THE DEBTORS ARISING OUT OF THIS NOTE OR BY REASON OF ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN THE DEBTORS AND THE HOLDER OF ANY KIND OR NATURE.

THE DEBTORS, AND THE HOLDER BY ACCEPTING THIS NOTE, HEREBY AGREE THAT THE FEDERAL COURT OF THE DISTRICT OF GEORGIA OR, AT THE OPTION OF THE HOLDER, ANY STATE COURT LOCATED IN FULTON COUNTY, GEORGIA SHALL HAVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN THE DEBTORS AND THE HOLDER PERTAINING DIRECTLY OR INDIRECTLY TO THIS NOTE OR ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN THE DEBTORS AND THE HOLDER OF ANY KIND OR NATURE. THE DEBTORS EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED IN SUCH COURTS, HEREBY WAIVING PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREEING THAT SERVICE OF SUCH SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED ADDRESSED TO THE DEBTORS AT THE ADDRESS OF THE DEBTORS SET FORTH BELOW ITS SIGNATURE HERETO. SHOULD THE DEBTORS FAIL TO APPEAR OR ANSWER ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THIRTY DAYS AFTER THE MAILING THEREOF, IT SHALL BE DEEMED IN DEFAULT AN ORDER AND/OR JUDGMENT MAY BE ENTERED AGAINST IT AS PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE CHOICE OF FORUM SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE BRINGING OF ANY ACTION BY THE HOLDER OR THE ENFORCEMENT BY

THE HOLDER OF ANY JUDGMENT OBTAINED IN SUCH FORUM IN ANY OTHER APPROPRIATE JURISDICTION. FURTHER, THE DEBTORS HEREBY WAIVES THE RIGHT TO ASSERT THE DEFENSE OF FORUM NON CONVENIENS AND THE RIGHT TO CHALLENGE THE VENUE OF ANY COURT PROCEEDING.

THE DEBTORS AGREE THAT ALL OF ITS PAYMENT OBLIGATIONS HEREUNDER SHALL BE ABSOLUTE, UNCONDITIONAL AND, FOR THE PURPOSES OF MAKING PAYMENTS HEREUNDER, THE DEBTORS HEREBY WAIVE ANY RIGHT TO ASSERT ANY SETOFF, COUNTERCLAIM OR CROSS-CLAIM.

FURTHER, THE DEBTORS WAIVE (I) ANY NOTICE OR HEARING PRIOR TO THE TAKING POSSESSION OR CONTROL BY THE HOLDER OF ANY COLLATERAL GIVEN BY THE DEBTORS, (II) THE POSTING OF ANY BOND OR SECURITY WHICH MIGHT BE REQUIRED BY ANY COURT PRIOR TO ALLOWING THE HOLDER TO EXERCISE ANY OF ITS RIGHTS OR REMEDIES, INCLUDING THE ISSUANCE OF AN IMMEDIATE WRIT OF POSSESSION AND (III) THE BENEFIT OF ALL VALUATION, APPRAISEMENT AND EXEMPTION OF LAWS.

THE FOREGOING WAIVERS HAVE BEEN MADE WITH THE ADVICE OF COUNSEL AND WITH A FULL UNDERSTANDING OF THE LEGAL CONSEQUENCES THEREOF.

No delay or failure on the part of the Holder in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Holder of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

All amendments to this Note, and any waiver or consent of the Holder, must be in writing and signed by the Holder and the Debtors.

The Debtors hereby waive presentment, demand, notice of dishonor, protests and all other notices whatever.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA.

This Note shall be binding upon the successors and assigns of the Debtors. A Holder of this Note may assign or transfer this Note to any person or entity without notice to, or the consent of, the Debtors. The Debtors may not assign any of their obligations hereunder to any person or entity.

Any notice to be given hereunder shall be in writing, shall be sent to the Holder's address as specified in the first paragraph hereof or the Debtors' addresses set forth below their signatures hereto, as the case may be, and shall be deemed received (i) on the earlier of the date of receipt or the date three business days after deposit of such notice in the United States mail, if sent postage prepaid, certified mail, return receipt requested or (ii) when actually received, if personally delivered.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Debtors has executed and delivered this Promissory Note under seal as of the date and year first written above.

DEBTORS:

GOLD RUSH REFINERS, LLC,
a Georgia limited liability company

By: _____
Print Name: Armando Fundora
Title: President & CEO

Address for Notices:

75 Mendel Drive
Suite J
Atlanta, Georgia 30336

_____
Armando Fundora

Address for Notices:

9927 Barnesbury Road
Douglasville, Georgia 30135

PROMISSORY NOTE

Date: [illegible]

FOR VALUE RECEIVED, Gold Rush Refiners, LLC and Armando Fundora (the "Debtors"), hereby unconditionally promise to pay to the order of James Mathews (hereafter, together with any holder hereof, called "Holder") at the offices of the Holder located at 24 Baldwin Circle, Southington, CT 06489 or at such other place as the Holder may designate in writing to the Debtors, in lawful money of the United States of America, and in immediately available funds, the principal sum of [illegible] (illegible) together with interest on the principal balance from time to time outstanding hereunder (computed on the basis of a 365-day year and actual number of days elapsed) from the date hereof until paid in full at a per annum rate equal to [illegible] amount of $[illegible] 18.00% each [illegible]

Joint and Several Liability: All of the Debtors' promises, agreements, and obligations set forth in this promissory note are joint and several.

Unless due earlier pursuant to the terms hereof, the principal balance shall be payable in full on [illegible] Accrued interest shall be due and payable on the 1st day [illegible] receipt due on June 1, 2014 [illegible]

[illegible] shall allow the Debtors [illegible] days [illegible]

Notwithstanding any terms or provisions contained herein or elsewhere, in no event shall the aggregate amount of Interest (as defined below) contracted for, reserved, charged, collected, taken or received by the Holder pursuant to this Note exceed the maximum amount permissible (the "Maximum Rate") under the Usury Laws (as defined below). Neither the exercise by the Holder of its rights to accelerate the payment or the maturity of any indebtedness evidenced by this Note, nor the prepayment by the Debtors of any of the indebtedness evidenced by this Note, nor the occurrence of any other event or contingency whatsoever, shall entitle the Holder to charge, collect or receive Interest in excess of the Maximum Rate and in no event shall the Debtors be obligated to pay Interest exceeding the Maximum Rate. All agreements, conditions or stipulations, if any, which may in any event or contingency operate to bind, obligate or compel the Debtors to pay Interest exceeding the Maximum Rate shall be without binding force or effect, at law or in equity, but only to the extent of the excess of Interest over such Maximum Rate. If any Interest is contracted for, charged, collected, taken or received in excess of the Maximum Rate ("Excess"), the Debtors acknowledge and agree that any such obligation, charge, collection or receipt shall be the result of a bona fide error, and such Excess, to the extent received, shall be applied first to reduce the principal hereof and the balance of such Excess, if any, shall be returned to the Debtors; it being the express intent of the

Debtors and the Holder that the Debtors not pay and the Holder not receive, charge or collect, directly or indirectly, interest in excess of the Maximum Rate. By the execution of this Note, the Debtors covenant and agree that (i) the credit or return of any Excess shall constitute the acceptance by the Debtors of such Excess, and (ii) the Debtors shall not seek or pursue (and hereby waive to the fullest extent permitted by law) any other remedy, legal or equitable, against the Holder, based in whole or in part upon contracting for, charging, collecting or receiving any Interest in excess of the Maximum Rate. For the purpose of determining whether or not any Excess has been contracted for, charged, collected or received by the Holder, all Interest at any time contracted for, charged, collected or received from the Debtors in connection with the indebtedness evidenced by this Note shall, to the extent permitted by the Usury Laws, be amortized, prorated, allocated and spread in equal parts throughout the full term of this Note. The Debtors and the Holder agree, to the maximum extent permitted under the Usury Laws, to (i) characterize any non-principal payment as an expense rather than as Interest and (ii) exclude voluntary prepayments and the effects thereof. For purposes hereof, the term "Interest" shall mean any and all interest, fees, premiums and other charges for the use of money or the extension of credit and shall include any "interest" (or any amount or sum deemed to be "interest") under and as defined in the Usury Laws; and the term "Usury Laws" shall mean any applicable laws, statutes [(including, without limitation, Title 7, Chapter 4 of the Official Code of Georgia)], rules, regulations or ordinances limiting, governing or otherwise regulating the rate or amount of Interest or the manner which Interest may be calculated, charged, collected, paid, contracted for or disclosed.

The Debtors, and the Holder by accepting this Note, each agree and stipulate that the only charge imposed upon the Debtors for the use of money in connection with this Note is and shall be the interest described in the first paragraph hereof.

Each of the following events shall constitute an "Event of Default" under this Note: (i) failure of the Debtors to pay any principal, interest or other amount due hereunder when due, or the Debtors shall in any way fail to comply with the other terms, covenants or conditions contained in this Note; (ii) any written representation or warranty made at any time by the Debtors to the Holder shall prove to have been incorrect or misleading in any material respect when made; (iii) a default, event of default, or event which with the giving of notice or the passage of time or both would constitute a default or event of default, shall have occurred under any other document, instrument, contract or agreement now or hereafter entered into by the Debtors and Holder or executed by the Debtors in favor of the Holder, or the Debtors shall in any way fail to comply with the terms, covenants or conditions contained in any such document, instrument, contract or agreement; (iv) a default, event of default, or event which with the giving of notice or the passage of time or both would constitute a default or event of default, shall have occurred under any document, instrument, contract or agreement (a) evidencing or securing indebtedness of the Debtors for borrowed money or (b) material to the financial condition of the Debtors; (v) a final judgment or order for the payment of money, or any final order granting equitable relief, shall be entered against the Debtors and such judgment or order has or will have a materially adverse effect on the financial condition of the Debtors;

(vi) a warrant, writ of attachment, levy or other similar process shall be issued against any property of the Debtors; (vii) the Debtors shall (a) commence a voluntary case under the Bankruptcy Code of 1978, as amended or other federal bankruptcy law (as now or hereafter in effect); (b) file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition for adjustment of debts; (c) consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws; (d) apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic or foreign; (e) be unable to, or admit in writing its inability to, pay its debts as they become due; (f) make a general assignment for the benefit of creditors; or (g) make a conveyance fraudulent as to creditors under any state or federal law; or (viii) a case or other proceeding shall be commenced against the Debtors in any court of competent jurisdiction seeking (a) relief under the Bankruptcy Code of 1978, as amended or other federal bankruptcy law (as now or hereafter in effect) or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts or (b) the appointment of a trustee, receiver, custodian, liquidator or the like for the Debtors or all or any substantial part of the assets, domestic or foreign, of the Debtors.

Upon the occurrence of an Event of Default (other than an Event of Default described in clause (vii) or (viii) of the definition thereof), any and all of the loans and the Debtors' other obligations hereunder, at the option of the Holder, and without demand or notice of any kind, may be immediately declared, and thereupon shall immediately become in default and due and payable and the Holder may exercise any and all rights and remedies available to it at law, in equity or otherwise. Upon the occurrence of an Event of Default described in clause (vii) or (viii) of the definition thereof, any and all of the loans and the Debtors' other obligations hereunder, without demand or notice of any kind, shall immediately become in default and due and payable and the Holder may exercise any and all rights and remedies available to it at law, in equity or otherwise.

The Debtors shall pay all expenses incurred by the Holder in the collection of this Note, including, without limitation, the reasonable fees and disbursements of counsel to the Holder, if this Note is collected by or through an attorney-at-law.

Time is of the essence of this Note.

To secure the payment of this Note and, all other indebtedness or liability of the Debtors to the Holder, however and whenever incurred or evidenced, whether direct or indirect, absolute or contingent, or due or to become due, the Debtors hereby grant to the Holder a security interest in, and collaterally assigns to the Holder, all property of the Debtors of every kind and description now or hereafter in the possession or control of the Holder for any reason, including all dividends and distributions on or other rights in connection therewith.

In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, the Debtors hereby authorize the Holder, at any time or from time to time, without notice to the Debtors or to any other person or entity, any such notice being hereby expressly waived, to set-off and to appropriate and to apply any and all indebtedness at any time held or owing by the Holder or any affiliate of the Holder, to or for the credit or the account of the Debtors, against and on account of all obligations of the Debtors owing hereunder or otherwise to the Holder, irrespective of whether or not the Holder shall have declared any or all of such obligations of the Debtors to be due and payable, and although such obligations shall be contingent or unmatured.

THE DEBTORS, AND THE HOLDER BY ACCEPTING THIS NOTE, EACH ACKNOWLEDGES THAT ANY DISPUTE OR CONTROVERSY BETWEEN THE DEBTORS AND THE HOLDER WOULD BE BASED ON DIFFICULT AND COMPLEX ISSUES OF LAW AND FACT. ACCORDINGLY, THE HOLDER AND THE DEBTORS HEREBY WAIVE (TO THE EXTENT PERMITTED BY APPLICABLE LAW) TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE IN ANY COURT OR TRIBUNAL IN WHICH AN ACTION MAY BE COMMENCED BY OR AGAINST THE DEBTORS ARISING OUT OF THIS NOTE OR BY REASON OF ANY OTHER CAUSE OR DISPUTE WHATSOEVER BETWEEN THE DEBTORS AND THE HOLDER OF ANY KIND OR NATURE.

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OTHER APPROPRIATE JURISDICTION. FURTHER, THE DEBTORS HEREBY WAIVES THE RIGHT TO ASSERT THE DEFENSE OF FORUM NON CONVENIENS AND THE RIGHT TO CHALLENGE THE VENUE OF ANY COURT PROCEEDING.

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No delay or failure on the part of the Holder in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Holder of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

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Any notice to be given hereunder shall be in writing, shall be sent to the Holder's address as specified in the first paragraph hereof or the Debtors' addresses set forth below

their signatures hereto, as the case may be, and shall be deemed received (i) on the earlier of the date of receipt or the date three business days after deposit of such notice in the United States mail, if sent postage prepaid, certified mail, return receipt requested or (ii) when actually received, if personally delivered.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Debtors has executed and delivered this Promissory Note under seal as of the date and year first written above.

DEBTORS:

GOLD RUSH REFINERS, LLC,
a Georgia limited liability company

By: _____
Print Name: Armando Fundora
Title: President

Address for Notices:

75 Mendel Drive
Suite J
Atlanta, Georgia 30336

_____
Armando Fundora

Address for Notices:

9927 Barnesbury Road
Douglasville, Georgia 30135

Executive Strategies Group, LLC

(for Exhibit A of Debt Purchase and Assignment Agreement dated March 17, 2013)

File Number		Original Amount	Unpaid Principal	Settlement Amount
2014-05-1	Luis Fernandez	$ 596,000.00	$ 596,000.00	$ 100,000.00
2014-05-2	Bruce Parks	$ 200,000.00	$ 200,000.00	$ 200,000.00
2014-05-3	Charles Tovar	$ 140,000.00	$ 140,000.00	$ 140,000.00
2014-05-4	Charles Tovar	$ 25,000.00	$ 25,000.00	$ 25,000.00
2014-05-5	Mark Weiss	$ 100,000.00	$ 90,000.00	$ 90,000.00
2014-05-8	KNS Jewelers	$ 70,000.00	$ 60,000.00	$ 60,000.00
2014-05-9	Joan Ryder	$ 70,000.00	$ 60,000.00	$ 15,000.00
2014-05-10	Steve Podhouser	$ 46,200.00	$ 46,200.00	$ 46,200.00
2014-05-11	Thomas Hosea	$ 168,000.00	$ 55,000.00	$ 25,000.00
2014-05-12	Lew Mattos	$ 40,000.00	$ 40,000.00	$ 10,000.00
2014-05-13	Mark Robinson	$ 70,000.00	$ 40,000.00	$ 10,000.00
2014-05-14	David Meyers	$ 40,000.00	$ 40,000.00	$ 10,000.00
2014-05-15	Dennis Sikes	$ 82,500.00	$ 40,000.00	$ 10,000.00
2014-05-16	Alex Ramos	$ 30,000.00	$ 20,000.00	$ 5,000.00
2014-05-17	Eskay Diamonds	$ 100,000.00	$ 20,000.00	$ 20,000.00
2014-05-18	Donnie Neuberger	$ 20,000.00	$ 20,000.00	$ 20,000.00
2014-05-19	Fortress International	$ 525,000.00	$ 525,000.00	$ 128,750.00
2014-05-20	Michelle Still	$ 15,000.00	$ 15,000.00	$ 15,000.00
	Totals	**$ 2,337,700.00**	**$ 2,032,200.00**	**$ 929,950.00**