



TO: The Shareholders of MineralRite Corporation

FROM: James Burgauer, President

RE: AUDITED FINANCIALS FOR PERIODS ENDING DECEMBER 31, 2022, AND 2023

DATE: September 27, 2024

PREFACE

The Investor Relations section of the new website has been designed to offer prospective investors and current shareholders News, Press Releases and Financial Filings and Investor Submitted Q&A in a convenient, organized format.

Shareholder questions that can be answered in a few short lines will be answered by Investor Relations in a timely fashion and posted there for all to see.

I will personally attempt to share news and/or address certain subjects that require more thorough responses with detailed explanations such as this one. I will then ask Investor Relations to link my written responses into their replies accordingly.

AUDITED FINANCIALS FOR PERIODS ENDING DECEMBER 31, 2022, AND 2023

Today I am pleased to present to RITE's current and prospective shareholders the audited financials for MineralRite Corporation for the periods ending December 31, 2022, and 2023.

The last time MineralRite Corporation was able to present audited financials was nearly a decade ago, covering the period ending December 31, 2013.

I hope that you will join me in commending RITE's management team for having achieved this milestone in such a short period of time. I sincerely believe that the team has done a remarkable job completing this critically important and timely audit in addition to many other significant accomplishments. As you well know, having audited financials is a major achievement in the eyes of the financial services industry and the regulators who oversee it.

As you review these statements, please remember that many of the most significant events which I have had the pleasure of announcing actually occurred in 2024 – subsequent to the period covered by these audited financials. Therefore, those achievements will only be reflected in the next set of audited financials that RITE will present to you after the close of the current calendar year.

The subsequent events which are NOT reflected in these financials, but have been disclosed in prior 2024 Shareholder Memos, include but are not limited to:

- RITE regained its fully current status with the State of Texas by virtue of the filings it completed with the Texas Comptroller's Office and the Texas Secretary of State.

**MINERALRITE
CORPORATION**

Symbol: RITE

325 N. St. Paul Street, Suite 3100
Dallas, Texas 75201

www.mineral-rite.com

+1 469.881.8900 Main
+1 469.536.0010 Investor Relations
+1 469.536.0011 Operations
+1 469.536.0012 Administration
+1 469.536.0013 Accounting

- RITE obtained a Crafted Precious Metals Dealer's License in the State of Texas.
- RITE passed compliance and established precious metals accounts with certain internationally recognized precious metals refineries located in the United States.
- RITE acquired the intellectual property, equipment and inventory of its former Goldfield subsidiary.
- RITE achieved a Change in Control approval from OTCMarkets.com .
- RITE cancelled millions of outstanding shares that were in the hands of some industry "bad actors."
- RITE cancelled over three-quarters of a million dollars' worth of time-barred convertible obligations which has been hanging over the Company, providing a triple win in that RITE (i) is no longer responsible, nor can it be forced to pay over \$750,000 plus interest and penalties; (ii) can no longer be forced to convert those now non-existent obligations into several billion¹ more common shares; and (iii) RITE will no longer need to audit any of those now non-existent obligations.
- RITE posted a profit of \$519,000 for the six-month period ending June 30, 2024, albeit as a result of accounting adjustments, which, on an outstanding share basis translated into a bit more than \$0.0001 per share and on a fully diluted basis translated into a bit less than \$0.0001 per share.
- RITE reached agreements with all but one holder of the Company's historical, outstanding, NON-time-barred, convertible obligations, thereby reducing scheduled dilution by 1.2 billion shares.

With the achievement of each of these milestones, your company has improved in foundational strength and stability. Such sentiments are now no longer just the opinions of management – they are the opinions of third party, independent, financial service professionals who both render and rely on such opinions for their livelihoods.

With that said, it's time to get back to work, finish the few cleanup projects that remain, and get the acquisitions that are in our pipeline out of our To-Do box and into our Done box!

¹ The calculations required to ascertain the exact number of shares would require making multiple assumptions as to price, timing, and conversion values relating to forty-eight different obligations; resulting in a calculation that would be equally as inexact as the "several billion" phrase used herein.

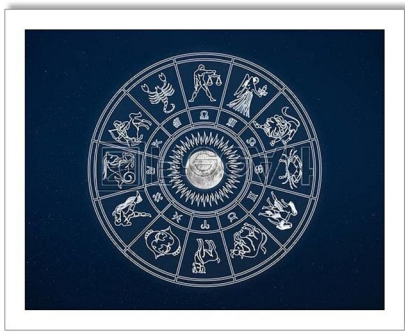
Safe Harbor Disclosure

Forward Looking Statements Certain information set forth in this presentation contains “forward-looking information”, including “future-oriented financial information” and “financial outlook”, under applicable securities laws (collectively referred to herein as forward-looking statements). Except for statements of historical fact, the information contained herein constitutes forward-looking statements and includes, but is not limited to, the (i) projected financial performance of the Company; (ii) completion of, and the use of proceeds from, the sale of the shares being offered hereunder; (iii) the expected development of the Company’s business, projects, and joint ventures; (iv) execution of the Company’s vision and growth strategy, including with respect to future M&A activity and global growth; (v) sources and availability of third-party financing for the Company’s projects; (vi) completion of the Company’s projects that are currently underway, in development or otherwise under consideration; (vi) renewal of the Company’s current customer, supplier and other material agreements; and (vii) future liquidity, working capital, and capital requirements. Forward-looking statements are provided to allow potential investors the opportunity to understand management’s beliefs and opinions in respect of the future so that they may use such beliefs and opinions as one factor in evaluating an investment.

These statements are not guarantees of future performance and undue reliance should not be placed on them. Such forward-looking statements necessarily involve known and unknown risks and uncertainties, which may cause actual performance and financial results in future periods to differ materially from any projections of future performance or result expressed or implied by such forward-looking statements.

Although forward-looking statements contained in this presentation are based upon what management of the Company believes are reasonable assumptions, there can be no assurance that forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. The Company undertakes no obligation to update forward-looking statements if circumstances or management’s estimates or opinions should change except as required by applicable securities laws. The reader is cautioned not to place undue reliance on forward-looking statements.

No Offer or Solicitation. This communication shall not constitute an offer to sell or the solicitation of an offer to sell or the solicitation of an offer to buy any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No public offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.



Taxology Inc.

Zhanna Kelley, CPA
2323 Steinway Street,
Long Island City, NY 1105
nys.cpa.tax@gmail.com
201-230-5498

Independent Auditors' Report

To the Board of Directors and
The Shareholders of
MineralRite Corporation
325 N. St. Paul Street – Suite 3100
Dallas, TX 75201

Opinion

We have audited the accompanying financial statements of MineralRite Corporation (a Texas Corporation), which comprises the balance sheets as of December 31, 2023 and 2022, and the related statements of operations, changes in stockholders' equity (deficit) and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above, present fairly, in all material respects, the financial position of MineralRite Corporation as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of MineralRite Corporation, and we are required to act in accordance with the relevant ethical requirements relating to our audit.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this

includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about MineralRite Corporation's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and the standards of the PCAOB, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the

amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of MineralRite Corporation's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about MineralRite Corporation's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Critical Audit Matters

Critical audit matters are matters arising from the current period audit of the financial statements that were communicated or required to be communicated that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involve especially challenging, subjective, or complex judgments. We did not identify any critical audit matters that need to be communicated.

Conclusion

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. In our opinion, the information is fairly stated in all material respects in relation to the financial statements taken as a whole.



Zhanna Kelley, CPA
Long Island City, NY

Financial Statements

MineralRite Corp

Balance Sheet

For the Year-to-Date Period Ending December 31, 2023 and December 31, 2022

(Unaudited)

| | <u>12/31/2023</u> | <u>12/31/2022</u> |
|---|----------------------------|----------------------------|
| ASSETS | | |
| Current assets: | | |
| Cash and cash equivalents | \$ 7,637 | \$ 9,398 |
| Accounts receivable | - | - |
| Note Receivable | - | 11,960 |
| Prepaid services | - | - |
| Total current assets | <u>\$ 7,637</u> | <u>\$ 21,358</u> |
| Property and equipment: | | |
| Equipment | 198,414 | 198,414 |
| Less: accumulated depreciation & write downs | <u>76,766</u> | <u>65,462</u> |
| Total property and equipment, net | <u>\$ 121,648</u> | <u>\$ 132,952</u> |
| Other assets: | | |
| Mineral assets | - | - |
| Less: accumulated depletion | <u>-</u> | <u>-</u> |
| Total other assets | <u>\$ -</u> | <u>\$ -</u> |
| Total assets | <u><u>\$ 129,285</u></u> | <u><u>\$ 154,310</u></u> |
| LIABILITIES & STOCKHOLDERS' DEFICIT | | |
| Current liabilities: | | |
| Accounts payable | \$ 20,214 | \$ 22,446 |
| Other liabilities | <u>-</u> | <u>-</u> |
| Total current liabilities | <u>\$ 20,214</u> | <u>\$ 22,446</u> |
| Long-term liabilities: | | |
| Convertible debt, including accrued interest, net of discounts | \$ 1,018,377 | \$ 1,018,377 |
| Note Payable | - | - |
| Derivative liabilities | <u>-</u> | <u>-</u> |
| Total long-term liabilities | <u>\$ 1,018,377</u> | <u>\$ 1,018,377</u> |
| Total liabilities | <u><u>\$ 1,038,591</u></u> | <u><u>\$ 1,040,823</u></u> |
| Commitments & Contingencies | | |
| Stockholders' Equity: | | |
| Preferred undesignated; 49,762,000 authorized; 0 issued | | |
| Series A Preferred Stock, no par value, 105,000 authorized | | |
| 105,000 issued at 12/31/2023; 105,000 issued at 12/31/2022. | \$ 105 | \$ 105 |
| Series B Preferred Stock, no par value; 33,000 authorized | | |
| 13,500 issued at 12/31/2023; 13,500 issued at 12/31/2022. | 14 | 14 |
| Series C Preferred Stock, no par value; 100,000 authorized | | |
| 6,050 issued at 12/31/2023; 5,075 issued at 12/31/2022. | 70,005 | 16,005 |
| Common Stock, no par value; 20,000,000,000 authorized | | |
| 4,357,321,532 issued at 12/31/2023; 4,357,321,532 issued at 12/31/2022. | \$ 3,887,635 | \$ 3,887,635 |
| Additional paid-in capital | - | - |
| Accumulated deficit | (4,867,064) | (4,790,271) |
| Other comprehensive gain/(loss) | <u>-</u> | <u>-</u> |
| Total stockholders' deficit | <u>\$ (909,306)</u> | <u>\$ (886,513)</u> |
| Total liabilities and stockholders' deficit | <u><u>\$ 129,285</u></u> | <u><u>\$ 154,310</u></u> |

MineralRite Corp

Income Statement

For the Year-to-Date Period Ending December 31, 2023 and December 31, 2022

(Unaudited)

| | <u>12/31/2023</u> | <u>12/31/2022</u> |
|---------------------------|--------------------|---------------------|
| Revenue | | |
| Mineral Sales | \$ - | \$ - |
| Cost of Goods Sold | - | - |
| Gross Profit (Loss) | - | - |
| Other income | 18,822 | - |
| Total Income (Loss) | <u>\$ 18,822</u> | <u>\$ -</u> |
| Expenses | | |
| Advertising | \$ - | \$ 1,050 |
| Bank Charges | 1,040 | 746 |
| Business Travel | 2,730 | 27,705 |
| Communications | 678 | 747 |
| Filings | 230 | - |
| Legal And Professional | 57,904 | 52,822 |
| Market Related | 3,780 | - |
| Office Expense | 1,025 | 1,086 |
| Postage & Shipping | 101 | - |
| Supplies | 930 | 456 |
| Transfer Agent | 15,772 | 8,600 |
| Web Services | 121 | - |
| Total Expenses | <u>\$ 84,311</u> | <u>\$ 93,212</u> |
| Operating Income (Loss) | <u>\$ (84,311)</u> | <u>\$ (93,212)</u> |
| Interest and Depreciation | | |
| Depreciation | \$ 11,304 | \$ 11,305 |
| Interest | 0 | 0 |
| Net Income (Loss) | <u>\$ (76,793)</u> | <u>\$ (104,517)</u> |

MineralRite Corp

Cash Flow Statement

For the Year-to-Date Period Ending December 31, 2023 and December 31, 2022

(Unaudited)

| | <u>12/31/2023</u> | <u>12/31/2022</u> |
|--|-------------------|-------------------|
| Net Income / Loss from Operations | \$ (76,793) | \$ (104,517) |
| Adjustments for non cash items: Depreciation & write-downs | (11,304) | (11,305) |
| Net Cash Flow from Operations | (65,489) | (93,212) |
| Non-cash expenses | | |
| Stock based conversion of convertible note | \$ - | \$ - |
| Changes in operating Assets and Liabilities | | |
| (Increase) Decrease in receivables | 11,960 | 48,040 |
| Increase (Decrease) in Current Liabilities | (2,232) | 4,174 |
| Net Cash provided from Operating Activities | (55,761) | (40,998) |
| Cash from Investing Activities | | |
| Purchase of Fixed assets | - | - |
| Net Cash from investing activities | - | - |
| Cash Flow from financing activities | | |
| Proceeds from notes payable | \$ - | \$ 20,000 |
| Share purchases (et al) | 54,000 | 16,000 |
| Net Cash Provided from Financing Activities | 54,000 | 36,000 |
| Increase / (Decrease in Cash) | \$ (1,761) | \$ (4,998) |
| Cash at Beginning of period | 9,398 | 14,396 |
| Cash at End of Period | <u>\$ 7,637</u> | <u>\$ 9,398</u> |

MINERALRITE CORPORATION

Statement of Changes in Shareholder Equity

For the Year-to-Date Period Ending December 31, 2023 and December 31, 2022

(Unaudited)

| | Reason (PURCHASE, SERVICE, CONVERSION) | Common Stock No Par Value | Common Stock Amount | Preferred Stock Series A | Preferred Stock Amount | Preferred Stock Series B | Preferred Stock Amount | Preferred Stock Series C | Preferred Stock Amount | Stock Sales Amount | Earnings (Deficit) Accumulated | Total |
|----------------------------|---|------------------------------|---------------------------|--------------------------------|------------------------------|--------------------------------|------------------------------|--------------------------------|------------------------------|-----------------------|--------------------------------------|--------------|
| Balance, December 31, 2021 | | 4,357,321,532 | \$ 3,887,635 | 105,000 | \$ 105 | 13,500 | \$ 14 | 5,000 | \$ 5 | \$ 295,388 | \$ (4,685,754) | \$ (797,996) |
| Stock issued - QTR 1 | | - | - | - | - | - | - | 0 | - | - | (46,613) | (46,613) |
| Stock issued - QTR 2 | | - | - | - | - | - | - | 0 | - | - | (12,361) | (12,361) |
| Stock issued - QTR 3 | | - | - | - | - | - | - | 30 | 7,000 | 7,000 | (24,859) | (17,859) |
| Stock issued - QTR 4 | | - | - | - | - | - | - | 45 | 9,000 | 9,000 | (20,684) | (11,684) |
| Balance, December 31, 2022 | | 4,357,321,532 | \$ 3,887,635 | 105,000 | \$ 105 | 13,500 | \$ 14 | 5,075 | \$ 16,005 | \$ 311,388 | \$ (4,790,271) | \$ (886,513) |
| Stock issued - QTR 1 | | - | - | - | - | - | - | 615 | 9,000 | 9,000 | (25,314) | (16,314) |
| Stock issued - QTR 2 | | - | - | - | - | - | - | 45 | 9,000 | 9,000 | (22,822) | (13,822) |
| Stock issued - QTR 3 | | - | - | - | - | - | - | 45 | 9,000 | 9,000 | (12,018) | (3,018) |
| Stock issued - QTR 4 | | - | - | - | - | - | - | 270 | 27,000 | 27,000 | (16,639) | 10,361 |
| Balance, December 31, 2023 | | 4,357,321,532 | \$ 3,887,635 | 105,000 | \$ 105 | 13,500 | \$ 14 | 6,050 | \$ 70,005 | \$ 365,388 | \$ (4,867,064) | \$ (909,306) |
| Balance, December 31, 2023 | | 4,357,321,532 | \$ 3,887,635 | 105,000 | \$ 105 | 13,500 | \$ 14 | 6,050 | \$ 70,005 | \$ 365,388 | \$ (4,867,064) | \$ (909,306) |

MineralRite Corporation

Notes to Financial Statements

December 31, 2023

(1) Basis of Presentation and Organization

Administrative History:

MineralRite Corporation ("the Company") was incorporated in Nevada on October 22, 1996, under its original name PSM Corp. On November 23, 2005 the Company changed its name to Royal Quantum Group, Inc. coincident with its change in emphasis to the exploration and development of natural resources. On August 31, 2012, the Board of Directors approved a name change to MineralRite Corporation, which was effectuated on October 18, 2012. On August 31, 2012, the Company also declared a 50-for-1 reverse stock split of its common stock. All references in the accompanying consolidated financials to the number of shares outstanding and per-share amounts have been restated to reflect this stock split. On December 3, 2012, the Company's trading symbol was changed from "RYQG" to "RITE".

On April 26, 2014, MineralRite Corporation adopted and filed with the Secretary of State in the State of Nevada Amended and Restated Articles of Incorporation.

On November 5, 2014, the Securities and Exchange Commission issued an order instituting cease-and-desist proceedings pursuant to Section 21(c) of the Securities Exchange Act of 1934 against MineralRite Corporation under Administrative Proceeding File No. 3-16256 as reported in Release No. 73525, making findings and imposing a cease-and-desist order against MineralRite Corporation for failing to file Form 8-Ks disclosing two unregistered sales of equity securities, and failure to file a Form 8-K disclosing a financing agreement. The Company agreed to pay a penalty of \$25,000.

On February 15, 2018, the Company filed Form 15 - Certification and Notice of Termination of Registration Under Section 12(g) of the Securities Exchange Act of 1934 or Suspension of Duty to File Reports Under Sections 13 and 15(d) of the Securities Exchange Act of 1934.

On April 7, 2021, the Company underwent an F Reorganization merger into Southern Cars & Trucks, Inc. in order to change domicile from the State of Nevada to the State of Texas. Southern Cars & Trucks, Inc. had been incorporated in Texas on October 30, 2002. Coincident with the merger, and pursuant to the Plan of Merger, Southern Cars & Trucks, Inc., the entity that was chosen to survive the merger, changed its name to MineralRite Corporation and adopted the Amended and Restated Articles of Incorporation which MineralRite Corporation had previously adopted in the State of Nevada on August 26, 2014, albeit as adjusted for references to state specific statutes, rules and regulations and as corrected per certain provisions contained in the Plan of Merger. On November 17, 2021, the Nevada entity was dissolved.

Section 2 of the Disclosure Statement Pursuant to the Pink Basic Disclosure Guidelines, pre-pended to these financial statements, summarizes the shareholder structure of the Company.

Prior Operating History:

On March 1, 2013, the Company acquired 100% of the total shares outstanding of Goldfield International, Inc. (“Goldfield”) in exchange for issuing 2,000,000 shares of its common stock. The acquisition was based on the fair value of the shares issued amounting to \$900,000. The accompanying consolidated financial statements include the accounts and balances of the Company and also of Goldfield since the date of its acquisition. All material intercompany transactions have been eliminated. Goldfield is in the business of manufacturing gold mining equipment.

On April 24, 2013, the Company entered into a joint venture agreement with CSI Export and Import (“CSI”) to mine copper ore on leased acreage in Chiapas, Mexico. For \$850,000, the Company acquired a 50% in the joint venture which has a 25% participation interest in the production and sale of the indicated copper ore. The Company accounts for its investment in with CSI under the equity method pursuant to ASC Topic 323-30. This amount was fully impaired as of December 31, 2013, due to impairment as CSI did not execute on their part of the joint venture and repayment is doubtful.

Pursuant to a settlement agreement and related court order, effective December 6, 2013, the Company issued 30,000,000 shares of its common stock and transferred its oil and gas operations including related assets and liabilities to Santeo Financial Corporation and other creditors in exchange for the cancelation of debt totaling \$325,568. For financial statement presentation purposes, the oil and gas activities for 2012 and 2013, and assets and liabilities directly relating to the oil and gas operation, are accounted for pursuant to ASC Topic 205-20 “Discontinued Operations”.

During October 2014, the Company entered into a Consulting Agreement with JAX Capital. Pursuant to this Consulting Agreement, the Company paid JAX a payment upon signing in the amount of \$25,000, followed by a series of monthly payments of \$10,000 each. Pursuant to the terms of that Consulting Agreement, in the event the Company did not have the available resources to fully pay JAX in cash, the Company would issue a convertible promissory note to JAX for the balance of the monthly payment for which the Company did not have sufficient cash. This arrangement went on for a period of five months during which the Company issued five convertible promissory notes in the total amount of \$50,000.

On January 1, 2015, the company entered into a Security Agreement to settle various promissory notes with L Kent Harmon, Steve Durant, Robert Underwood and others which had been issued to reimburse the parties for loans that they had made to Goldfield to cover the operational costs of Goldfield and which were secured by the assets of Goldfield.

On June, 2015, the Company entered into a joint venture agreement with MEK Mining (“MEK”) to mine Gold Ore on leased acreage in Ghana. For \$150,000, the Company acquired a 50% in the joint venture which has a 20% participation interest in the production and sale of the indicated gold ore. The Company accounts for its investment in with MEK under the equity method pursuant to ASC Topic 323-30. This operation was in production during 2015 until government regulations were changed and all mining in Ghana was shut down for two years. It is planned to restart operations in 2022 when sufficient funding has been arranged.

On July 15, 2015, pursuant to the aforementioned Security Agreement dated January 1, 2015, the Company transferred its equipment manufacturing operations including related assets and liabilities to L Kent

Harmon, Steve Durant, and Robert Underwood in exchange for the cancelation of the promissory notes that had been issued to the parties and the assumption of various Goldfield related liabilities. For financial statement presentation purposes, the equipment manufacturing activities for 2015, and assets and liabilities directly relating to the operation, are accounted for pursuant to ASC Topic 205-20 “Discontinued Operations”.

On February 16, 2018, the Company filed a Form 15 certification and notice of termination of registration under Section 12(g) of the Securities Exchange Act of 1934 or suspension of duty to file reports under Sections 13 and 15(d) of the Securities Exchange Act of 1934.

Current Activities:

Since 2021, the Company has been working on pursuing merger acquisition candidate negotiations, while at the same time, working to bring the Company current.

The Company also engaged independent professionals who rendered an opinion that the company would be best served to be domiciled in Texas in order to benefit from certain jurisdictional advantages. After engaging various professionals to effectuate this change, the Company learned that the advice on which this jurisdictional change was based may have been flawed; and as a result, the Company has considered re-establishing its corporate jurisdiction back to Nevada. The Company has since learned that re-establishing its corporate jurisdiction back in Nevada may be cost prohibitive; so, at present, the Company is carefully reconsidering all available options. After due consideration, the Company has now determined that it would be best to maintain its domicile in Texas for the foreseeable future .

On or about April 1, 2021, the Company changed its principal address to 539 W Commerce St #1838, Dallas Texas 75208.

On October 25, 2023, James Burgauer executed an option with Guy Peckham to purchase Guy Peckham’s entire holdings in the Company. Under the terms of that option, James Burgauer was immediately granted voting rights of those holdings. Coincident with that action, on October 25, 2023, and in accordance with the Company’s terms of corporate governance, James Burgauer was installed as the sole member of the Board of Directors by Guy Peckham to serve out the remainder of his term on the Board. Subsequent to these actions, James Burgauer was installed as acting president of the Company and, thereafter, his role was upgraded to president of the Company.

On November 6, 2023, and November 9, 2023, James Burgauer executed options to purchase all of the holdings of James Pettigrew and Sterling Macro Research LLC, respectively, under terms similar to those embodied in the contract with Guy Peckham.

On or about December 1, 2023, the Company changed its principal address to 325 N. St. Paul Street, Suite 3100, Dallas TX 75201.

To ensure his ability to attest to the accuracy of the Company’s financial statements and other corporate representations, James Burgauer engaged legal and accounting services to conduct a thorough analysis of the Company’s books and records. This process is presently on-going; and, if issues are discovered, the requisite filings will be made to adjust matters accordingly. This process is expected to be completed within the next several quarters; and should result in the Company being able to be able to present audited books

and records in the future.

The Company is currently seeking funding for operations. There can be no assurance that additional financing will be available on terms favorable to the Company or at all. If adequate funds are not available or are not available on acceptable terms, the Company will not be able to fund its operations. Such inability to fund operations will have a materially adverse effect on the Company's business, results of operations and financial conditions. The current fees of the Company are being paid by the President of the Company.

Financial Statements

The accompanying financial statements have been prepared in accordance with U.S. generally accepted accounting principles (GAAP). The accompanying financial statements have not been audited or reviewed.

In the opinion of management, the financial statements include all known adjustments (which consist primarily of normal, recurring accruals, estimates, and assumptions that impact the financial statements) necessary to present fairly the financial position as of the balance sheet dates and the results of operations for the years then ended, and cumulative from inception.

Fair Value of Financial Instruments

SFAS No. 107, "Disclosures about Fair Value of Financial Instruments", requires disclosures of information about the fair value of certain financial instruments for which it is practicable to estimate that value. For purposes of this disclosure, the fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties, other than in a forced sale or liquidation. The carrying amounts of the Company's financial instruments, including cash and cash equivalents, accounts receivable, advances to suppliers, accounts payable and accrued expenses, line of credit, notes maturity for these instruments.

Cash and Cash Equivalents

For the Statements of Cash Flows, all highly liquid investments with maturity of three months or less are considered to be cash equivalents.

Property and Equipment

Property and equipment are recorded at historical cost. Major additions and renewals are capitalized and depreciated over their estimated useful lives. The Company uses the straight-line method of depreciation. The estimated useful lives for significant property and equipment categories are as follows:

| | |
|-------------------------------|------------|
| Office and computer equipment | 3-7 years |
| Machinery and equipment | 5-10 years |

Impairment of Long-Lived Assets

The Company evaluates the recoverability of long-lived assets and the related estimated remaining lives at each balance sheet date. The Company records an impairment or change in useful life whenever events or changes in circumstances indicate that the carrying amount may not be recoverable or the useful life has changed. During the periods covered in the financial statement, if and when any such assets were deemed by the Company to be not recoverable, then the Company fully depreciated those assets.

Loss per Common Share

Basic net loss per share is calculated based on the weighted-average number of common shares outstanding. Diluted net loss per share is calculated using the weighted-average number of common shares outstanding plus common stock equivalents. Common stock equivalents are excluded from the calculation of diluted net loss per share when their effect is anti-dilutive.

Stock-Based Compensation Arrangements

The Company accounts for stock-based compensation arrangements in accordance with guidance provided by the Financial Accounting Standards Board Accounting Standards Codification (“ASC”). This guidance addresses all forms of share-based payment awards including shares issued under employee stock purchase plans, stock options, restricted stock and stock appreciation rights, as well as share grants and other awards issued to employees and non-employees under free-standing arrangements. These awards are recorded at costs that are measured at fair value on the awards’ grant dates, based on the estimated number of awards that are expected to vest and will result in charges to operations.

From time to time, the Company’s shares of common stock have been issued as payment to employees and non-employees for services and the reduction of debt. These are non-cash transactions that require management to make judgments related to the fair value of the shares issued, which affects the amounts reported in the Company’s accompanying financial statements for certain of its assets and expenses.

Income Taxes

The Company account for income taxes pursuant to ASC Topic 740, “*Income Taxes*”. Under ASC Topic 740, deferred tax assets and liabilities are determined based on temporary differences between the bases of

certain assets and liabilities for income tax and financial reporting purposes. The deferred tax assets and liabilities are classified according to the financial statement classification of the assets and liabilities generating the differences.

Deferred Offering Costs

The Company defers as other assets the direct incremental costs of raising capital until such time as the offering is completed. At the time of the completion of the offering, the costs are charged against the capital raised. Should the offering be terminated, deferred offering costs are charged to operations during the period in which the offering is terminated.

Recent Accounting Pronouncements

The management of the Company does not believe that any recently issued, but not yet effective, accounting standards, if currently adopted, would have a material effect on the accompanying financial statements.

(2) Going Concern

Though Management of the Company believes that the Company will be successful in its capital formation and operating activities, there can be no assurance that it will be able to raise additional equity capital or be able to generate sufficient revenues to sustain its operations. The Company also intends to conduct additional capital formation activities through the issuance of its common stock to establish sufficient working capital and to expand its operations.

The accompanying financial statements have been prepared in conformity with U.S. generally accepted accounting principles (GAAP), which contemplate continuation of the Company as a going concern.

The Company has incurred an operating loss since inception and the cash resources of the Company are insufficient to meet its planned business objectives. These and other factors raise substantial doubt about the Company's ability to continue as a going concern. The accompanying financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the possible inability of the Company to continue as a going concern.

(3) Investment in Subsidiaries

None

(4) Convertible Notes Payable

The Company has issued convertible notes to the following lenders where the debt is convertible into common stock, at the lender's option, in the event the Company does not fully repay the lender. With the exception of one such lender, whose beneficial owner is affiliated to another lender who lent money to the Company during 2021, there have been no conversions and no requests for conversion in recent years. It is the Company's belief that all notes which have been dormant and which were issued prior to 2016, have passed the statute of limitations for collection procedures.

The table below summarizes the convertible notes that have been issued by the Company.

The Company believes that those notes marked with a number (or pound) sign, have been fully settled by the issuance of shares of common stock pursuant to the conversion privileges afforded the holder or have been cancelled pursuant to settlement agreements or by payment of other consideration.

The Company believes that those notes marked with an asterisk may be outside the statute of limitations for collection procedures and have either (i) been partially settled by the issuance of shares of common stock and may be subject to additional issuance of shares of common stock pursuant to the conversion privileges afforded the holder or (ii) remain fully unsettled obligations of the Company subject to the conversion privileges afforded the holder.

The Company believes that those notes which are not marked with either a number (or pound) sign or an asterisk, may still be within the statute of limitation for collection procedures and may be subject to issuance of shares of common stock pursuant to the conversion privileges afforded the holder.

| <u>Holder</u> | <u>Rate</u> | <u>Date of Issue</u> | | | <u>Amount</u> | <u>Notes</u> |
|-------------------------------|--------------------|-----------------------------|----|------|----------------------|---------------------|
| Egan | 12% | Apr | 17 | 2013 | \$100,000.00 | * |
| JMJ Financial/River North | OID+ | Jun | 19 | 2013 | \$65,000.00 | * |
| LG Capital | 8% | Jul | 16 | 2013 | \$21,500.00 | # |
| Continental Equities | 12% | Jul | 17 | 2013 | \$30,000.00 | # |
| JSJ Investments | OID+ | Jul | 26 | 2013 | \$25,000.00 | # |
| WHC Capital/Union Capital | 15% | Aug | 16 | 2013 | \$10,776.71 | # |
| LG Capital | 8% | Aug | 28 | 2013 | \$21,500.00 | * |
| Yinjuan | 12% | Sep | 9 | 2013 | \$92,000.00 | * |
| Asher Enterprises | 8% | Sep | 11 | 2013 | \$68,000.00 | # |
| JSJ Investments/Union Capital | 9% | Sep | 17 | 2013 | \$20,000.00 | # |
| JMJ Financial/River North | OID+ | Sep | 26 | 2013 | \$25,000.00 | * |
| JP Reuben/Union Capital | 6% | Oct | 2 | 2013 | \$24,830.20 | * |
| McEwan/Darling | 6% | Oct | 2 | 2013 | \$25,000.00 | * |
| GEL Properties | 6% | Oct | 17 | 2013 | \$23,500.00 | * |
| Asher Enterprises | 8% | Nov | 18 | 2013 | \$4,500.00 | # |
| Underwood | 6% | Nov | 27 | 2013 | \$15,000.00 | # |
| Egbert & Barnes/Union Capital | 6% | Nov | 30 | 2013 | \$62,759.33 | * |
| Bartolemew | 6% | Dec | 27 | 2013 | \$5,000.00 | # |

| | | | | | | |
|-------------------------------|------|-----|----|------|-------------|---|
| Accounts Receivable Lender | 32% | Dec | 31 | 2013 | \$40,000.00 | * |
| Davisson & Co | 6% | Jan | 12 | 2014 | \$55,337.63 | * |
| Accounts Receivable Lender | 50% | Feb | 14 | 2014 | \$75,088.00 | * |
| JMJ Financial/River North | OID+ | Feb | 20 | 2014 | \$30,000.00 | * |
| LG Capital | 8% | Mar | 14 | 2014 | \$39,500.00 | * |
| Jax Capital Growth | 8% | Apr | 1 | 2014 | \$9,000.00 | * |
| Union Capital | 8% | Apr | 1 | 2014 | \$30,000.00 | # |
| IBC Funds, LLC | 0% | Apr | 4 | 2014 | \$85,000.00 | # |
| LG Capital | 8% | Apr | 8 | 2014 | \$30,000.00 | * |
| Union Capital | 8% | Apr | 11 | 2014 | \$30,000.00 | # |
| J Reuben | 6% | Apr | 15 | 2014 | \$17,797.71 | * |
| Scripline/Tide Pool/Sterling^ | 6% | Apr | 15 | 2014 | \$76,146.00 | * |
| Scripline/Tide Pool/Sterling^ | 6% | Apr | 15 | 2014 | \$31,346.00 | * |
| Jax Capital Growth | 8% | Jun | 6 | 2014 | \$2,500.00 | * |
| Jax Capital Growth | 8% | Jun | 6 | 2014 | \$6,000.00 | * |
| Triple J | 8% | Jul | 3 | 2014 | \$15,000.00 | * |
| Cracker Jack Classic | 8% | Jul | 8 | 2014 | \$25,000.00 | * |
| Union Capital | 8% | Jul | 28 | 2014 | \$50,000.00 | * |
| Investor Growth | 8% | Sep | 11 | 2014 | \$10,000.00 | * |
| Darling Capital | 12% | Sep | 17 | 2014 | \$25,000.00 | * |
| Tidepool/Sterling^ | 10% | Sep | 17 | 2014 | \$32,500.00 | * |
| Jax Capital Growth | 6% | Nov | 3 | 2014 | \$10,000.00 | * |
| Investor Growth | 8% | Nov | 10 | 2014 | \$2,000.00 | * |
| Jax Capital Growth | 6% | Dec | 3 | 2014 | \$10,000.00 | * |
| Jax Capital Growth | 6% | Jan | 3 | 2015 | \$10,000.00 | * |
| River North Equity | 6% | Jan | 5 | 2015 | \$77,778.00 | * |
| Jax Capital Growth | 6% | Feb | 3 | 2015 | \$10,000.00 | * |
| Jax Capital Growth | 6% | Mar | 3 | 2015 | \$10,000.00 | * |
| Jax Capital Growth | 6% | Mar | 30 | 2015 | \$5,000.00 | * |
| Jax Capital Growth | 6% | Apr | 22 | 2015 | \$8,000.00 | * |
| Jax Capital Growth | 6% | Jun | 4 | 2015 | \$9,500.00 | * |
| Jax Capital Growth | 6% | Jul | 13 | 2015 | \$9,400.00 | * |
| Eagle Equity | 12% | Feb | 25 | 2021 | \$30,000.00 | |
| Pettigrew^ | 10% | Mar | 15 | 2021 | \$50,000.00 | |
| Pettigrew^ | 10% | Mar | 22 | 2021 | \$10,000.00 | |
| Eagle Equity | 12% | May | 28 | 2021 | \$25,000.00 | |
| Eagle Equity | 12% | Jul | 19 | 2021 | \$12,500.00 | |
| Sterling Macro^ | 10% | Sep | 20 | 2022 | \$20,000.00 | |

These notes have been fully settled with the Holder.

* These notes have been partially settled or remain unsettled with the Holder.

^ James Burgauer has executed an option to acquire these holdings.

(5) Derivative Liability

The Company evaluated the conversion feature embedded in the convertible notes to determine if such conversion feature should be bifurcated from its host instrument and accounted for as a freestanding derivative. Due to the note not meeting the definition of a conventional debt instrument because it contained a diluted issuance provision, the convertible notes were accounted for in accordance with ASC 815. According to ASC 815, the derivatives associated with the convertible notes were recognized as a discount to the debt instrument, and the discount is being amortized over the life of the note and any excess of the derivative value over the note payable value is recognized as additional expense at issuance date.

Egan Promissory Note April 17, 2013

On April 17, 2013, the Company issued a Convertible Promissory Note (the “Note”) to Egan (the “Holder”) in the original principal amount of \$100,000 bearing a 12% annual interest rate, unsecured and maturing November 13, 2014. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 80% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date.

JMJ Financial Promissory Note June 19, 2013

On June 19, 2013, the Company received cash proceeds of \$65,000 with an original issue discount of \$6,500 on the first tranche of the Convertible Note (“Note”) with MJM Financial (the “Holder”) bearing a 12% interest rate, unsecured and maturing on June 19, 2014. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated as the lower of \$0.05 or between 45% and 60%, based on various factors, of the market price, which means the lowest trading price during the twenty five trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the original Holder partially converted the Note via conversions over the course of multiple dates and then the balance of the Note was assigned to River North in January 2015. In accordance with the terms of the Note, the assignee Holder partially converted the Note via conversions over the course of multiple dates. On September 21, 2015, the assignee Holder filed a lawsuit in US District Court - Illinois Northern District against MineralRite in an effort to collect the outstanding balance owed on this note and another note dated January 5, 2015, then filed Form AO451 Clerk's certification of Judgement to be Registered in Another District on December 15, 2015 in US District Court - Nevada District, and then the case was disposed by the US District Court - Illinois Northern District on May 18, 2016, when the parties failed to appear

LG Capital Funding, LLC Promissory Note July 16, 2013

On July 16, 2013, the Company issued a Convertible Promissory Note (the “Note”) to LG Capital Funding, LLC (the “Holder”) in the original principal amount of \$21,500 bearing an 8.00% annual interest rate, unsecured and maturing April 16, 2014. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 50% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the Holder fully converted the Note via conversions over the course of multiple dates.

Continental Equities Promissory Note July 17, 2013

On July 17, 2013, the Company issued a Convertible Promissory Note (the “Note”) to Continental Equities,

LLC (the “Holder”) in the original principal amount of \$30,000 bearing an 12.00% annual interest rate, unsecured and maturing July 31, 2014. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 50% of the market price, which means the average of the lowest three trading prices during the thirty trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the Holder fully converted the Note via conversions over the course of multiple dates.

JSJ Investments Promissory Note July 26, 2013

On July 26, 2013, the Company received cash proceeds of \$20,000 with an original issue discount of \$5,000 on issuance of a Convertible Promissory Note (“Note”) to JSJ Investments (the “Holder”) in the original principal amount of \$25,000 bearing a 0.00% annual interest rate, unsecured and maturing January 26, 2014. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 50% of the market price, which means the average of the lowest three trading prices during the ten trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the Holder partially converted the Note via conversions over the course of multiple dates and the remaining balance of the Note was cancelled pursuant to an agreement between the Company and the Holder.

WHC Capital Promissory Note August 16, 2013

On August 16, 2013, the Company issued a Convertible Promissory Note (the “Note”) to WHC Capital (the “Holder”) in the original principal amount of \$10,000; and on March 14, 2014, this Note was assigned to Union Capital and replaced with a Note in the amount of \$10,766.71 bearing a 15% annual interest rate, unsecured and maturing March 14, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 30% of the market price, which means the lowest trading price during the twenty trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the Holder fully converted the Note via conversions over the course of multiple dates.

LG Capital Funding, LLC Promissory Note August 28, 2013

On August 28, 2013, the Company issued a Convertible Promissory Note (the “Note”) to LG Capital Funding, LLC (the “Holder”) in the original principal amount of \$21,500 bearing an 8% annual interest rate, unsecured and maturing May 28, 2014. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 50% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the Holder partially converted the Note via conversions over the course of multiple dates. On November 4, 2016, the Holder filed a lawsuit against MineralRite in an effort to collect the outstanding balance owed on this and several other notes, and was awarded a judgment in the amount of \$147,595.73 entered on January 5, 2018. The balance of this judgment remains outstanding, but it is the Company's belief that since this judgment has remained dormant, it has passed the statute of limitations for collection procedures.

Yinjuan Promissory Note September 9, 2013

On September 9, 2013, the Company issued a Convertible Promissory Note (the “Note”) to Yinjuan (the “Holder”) in the original principal amount of \$92,000 bearing a 12% annual interest rate, unsecured and maturing November 13, 2014. This Note together with any unpaid accrued interest is convertible into shares

of common stock of the Company at the Holder's option at a variable conversion price calculated at 40% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the Holder partially converted the Note via conversions over the course of multiple dates, and partially assigned the Note to multiple parties.

Asher Enterprises Promissory Note September 11, 2013

On September 11, 2013, the Company issued a Convertible Promissory Note (the "Note") to Asher Enterprises, Inc. (the "Holder") in the original principal amount of \$68,000 bearing an 8.00% annual interest rate, unsecured and maturing June 13, 2014. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated at 58% of the market price, which means the average of the lowest three trading prices during the ten trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the Holder fully converted the Note via conversions over the course of multiple dates.

JSJ Investments Promissory Note September 17, 2013

On September 17, 2013, the Company issued a Convertible Promissory Note (the "Note") to JSJ Investments (the "Holder") in the original principal amount of \$20,000; and on April 4, 2014, this Note was assigned to Union Capital and replaced with a note in the amount of \$20,000 bearing an 8% annual interest rate, unsecured and maturing April 4, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated at 55% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the Holder fully converted the Note via conversions over the course of multiple dates.

JMJ Financial Promissory Note September 26, 2013

On September 26, 2013, the Company received cash proceeds of \$25,000 with an original issue discount of \$2,500 on the second tranche of the Convertible Note ("Note") with MJM Financial (the "Holder") dated June 19, 2013, bearing a 12% interest rate, unsecured and maturing on September 26, 2014. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated as the lower of \$0.05 or between 45% and 60%, based on various factors, of the market price, which means the lowest trading price during the twenty five trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the original Holder partially converted the Note via conversions over the course of multiple dates and the balance of the Note was then assigned to River North in January 2015. In accordance with the terms of the Note, the assignee Holder partially converted the Note via conversions over the course of multiple dates. On September 21, 2015, the assignee Holder filed a lawsuit in US District Court - Illinois Northern District against MineralRite in an effort to collect the outstanding balance owed on this note and another note dated January 5, 2015, then filed Form AO451 Clerk's certification of Judgement to be Registered in Another District on December 15, 2015 in US District Court - Nevada District, and then the case was disposed by the US District Court - Illinois Northern District on May 18, 2016, when the parties failed to appear

JP Reuben Promissory Note October 2, 2013

On October 2, 2013, the Company issued a Convertible Promissory Note (the "Note") to JP Reuben (the

“Holder”) in the original principal amount of \$24,830.20 bearing a 6% annual interest rate, unsecured and maturing March 10, 2015; and on June 2, 2014, this Note was assigned to Union Capital and replaced with a Note in the amount of \$26,483.28 bearing an 8% annual interest rate, unsecured and maturing June 2, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 50% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the assignee Holder partially converted the Note via conversion.

McEwan Promissory Note October 2, 2013

On October 7, 2013, the Company issued a Convertible Promissory Note (the “Note”) to McEwan (the “Holder”) in the original principal amount of \$25,000 bearing a 6% annual interest rate, unsecured and maturing November 13, 2014; and on September 17, 2014, this Note was assigned to Darling Capital. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 40% of the market price, which means the lowest trading price during the thirty trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the assignee Holder partially converted the Note via conversions over the course of multiple dates.

GEL Properties, LLC Promissory Note October 17, 2013

On October 17, 2013, the Company issued a Convertible Promissory Note (the “Note”) to GEL Properties, LLC (the “Holder”) in the original principal amount of \$23,500 bearing a 6.00% annual interest rate, unsecured and maturing October 17, 2014. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 50% of the market price, which means the lowest trading price during the five trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the Holder partially converted the Note via conversion.

Asher Enterprises Promissory Note November 18, 2013

On November 18, 2013, the Company issued a Convertible Promissory Note (the “Note”) to Asher Enterprises, Inc. (the “Holder”) in the original principal amount of \$4,500 bearing an 8.00% annual interest rate, unsecured and maturing November 18, 2014. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 58% of the market price, which means the average of the lowest three trading prices during the ten trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the Holder fully converted the Note via conversions over the course of multiple dates.

Underwood Promissory Note November 27, 2013

On November 27, 2013, the Company issued a Convertible Promissory Note (the “Note”) to Underwood (the “Holder”) in the original principal amount of \$15,000 bearing a 6% annual interest rate, unsecured and maturing November 13, 2014. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 90% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date. This Note was cancelled on July 15, 2015, pursuant to the settlement of the Security Agreement dated January 1, 2015.

Egbert & Barnes Promissory Note November 30, 2013

On November 30, 2013, the Company issued a Convertible Promissory Note (the "Note") to Egbert & Barnes (the "Holder") in the original principal amount of \$62,759.33 bearing a 6% annual interest rate, unsecured and maturing September 10, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated at 90% of the 30 day weighted average of the market price. On July 28, 2014, this note was assigned to Union Capital, and in accordance with the terms of the Note, the Holder partially converted the Note via conversion.

Bartholemew Promissory Note December 27, 2013

On December 27, 2013, the Company issued a Convertible Promissory Note (the "Note") to Bartholemew (the "Holder") in the original principal amount of \$5,000 bearing a 6% annual interest rate, unsecured and maturing November 13, 2014. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated at 90% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date. This note was cancelled on July 15, 2015, pursuant to the settlement of the Security Agreement dated January 1, 2015.

Accounts Receivable Lender December 31, 2013

On December 31, 2013, the Company borrowed \$40,000 from an unrelated third party Accounts Receivable Lender ("Lender") secured by the Company's accounts receivable. The terms of the loan includes a loan fee of \$400; required the Company to pay back a total of \$57,600 at a rate of \$444 per day (excluding weekends and bank holidays); making the effective interest rate on this loan in excess of 32% per annum; and on August 19, 2014, the outstanding principal balance and accrued interest became convertible into the Company's common stock at a conversion price equal to the 40% of the lowest trading price per share of the Company's common stock reported for the ten trading days prior to conversion.

Davisson & Co Promissory Note January 12, 2014

On January 12, 2014, the Company issued a Convertible Promissory Note (the "Note") to Davisson & Co. (the "Holder") in the original principal amount of \$55,537.63 bearing a 6.00% annual interest rate, unsecured and maturing January 12, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated at 40% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date.

Accounts Receivable Lender February 14, 2014

On February 14, 2014, the Company borrowed an additional \$75,088 from same unrelated third party Accounts Receivable Lender ("Lender") secured by the Company's accounts receivable. The terms of the loan required the Company to pay back a total of \$111,750 at a rate of \$860 per day (excluding weekends and bank holidays); making the effective interest rate on this loan is in excess of 50% per annum; and on August 19, 2014, the outstanding principal balance and accrued interest became convertible into the Company's common stock at a conversion price equal to the 40% of the lowest trading price per share of the Company's common stock reported for the ten trading days prior to conversion.

JMJ Financial Promissory Note February 20, 2014

On February 20, 2014, the Company received cash proceeds of \$30,000 with an original issue discount of \$3,000 on the third tranche of the Convertible Note ("Note") with JMJ Financial (the "Holder") dated June 19, 2013, bearing a 12% interest rate, unsecured and maturing on February 20, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated as the lower of \$0.05 or between 45% and 60%, based on various factors, of the market price, which means the lowest trading price during the twenty five trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the original Holder partially converted the Note via conversions over the course of multiple dates and then the balance of the Note was assigned to River North in January 2015. In accordance with the terms of the Note, the assignee Holder partially converted the Note via conversions over the course of multiple dates. On September 21, 2015, the assignee Holder filed a lawsuit in US District Court - Illinois Northern District against MineralRite in an effort to collect the outstanding balance owed on this note and another note dated January 5, 2015, then filed Form AO451 Clerk's certification of Judgement to be Registered in Another District on December 15, 2015 in US District Court - Nevada District, and then the case was disposed by the US District Court - Illinois Northern District on May 18, 2016, when the parties failed to appear.

LG Capital Funding, LLC Promissory Note March 14, 2014

On March 14, 2014, the Company issued a Convertible Promissory Note (the "Note") to LG Capital Funding, LLC (the "Holder") in the original principal amount of \$39,500 bearing an 8.00% annual interest rate, unsecured and maturing March 14, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated at 50% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the Holder partially converted the Note via conversions over the course of multiple dates. On November 4, 2016, the Holder filed a lawsuit against MineralRite in an effort to collect the outstanding balance owed on this and several other notes, and was awarded a judgment in the amount of \$147,595.73 entered on January 5, 2018. The balance of this judgment remains outstanding, but it is the Company's belief that since this judgment has remained dormant, it has passed the statute of limitations for collection procedures.

JAX Capital Promissory Note April 1, 2014

On April 1, 2014, the Company issued a Convertible Promissory Note (the "Note") to JAX Capital Growth, LLC (the "Holder") in the original principal amount of \$9,000 bearing an 8.00% annual interest rate, unsecured and maturing April 1, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated at 40% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date.

Union Capital, LLC Promissory Note April 1, 2014

On April 1, 2014, the Company issued a Convertible Promissory Note (the "Note") to Union Capital, LLC (the "Holder") in the original principal amount of \$30,000 bearing an 8.00% annual interest rate, unsecured and maturing April 1, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated at 50% of the market price, which means the lowest trading price during the ten trading day period ending on the

latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the Holder fully converted the Note via conversions over the course of multiple dates.

IBC Funds, LLC Promissory Note April 4, 2014

The Company issued a Convertible Promissory Note (the “Note”) to IBC Funds, LLC (the “Holder”) as of April 4, 2014, in the original principal amount of \$85,000 pursuant to a court ordered Settlement Agreement between the Company and the Holder. This Note is convertible into (i) 7,500,000 freely trading shares pursuant to Section 3(a)(10) of the Securities Act and (ii) shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 55% of the market price, which means the lowest trading price during the fifteen trading day period ending on the latest complete trading day prior to the conversion date. On April 2, 2014, IBC Funds acquired the underlying trade debt that the Company owed multiple vendors; and on April 3, 2014, IBC Funds LLC filed a lawsuit against the Company to enforce collection. On December 3, 2014, the court entered a stipulation and dismissal order; and in accordance with the terms of the stipulation agreement, the assigned Holder fully converted the Note via conversions over the course of multiple dates.

LG Capital Funding, LLC Promissory Note April 8, 2014

On April 8, 2014, the Company issued a Convertible Promissory Note (the “Note”) to LG Capital Funding, LLC (the “Holder”) in the original principal amount of \$30,000 bearing an 8.00% annual interest rate, unsecured and maturing April 8, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 50% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the Holder partially converted the Note via conversions over the course of multiple dates. On November 4, 2016, the Holder filed a lawsuit against MineralRite in an effort to collect the outstanding balance owed on this and several other notes, and was awarded a judgment in the amount of \$147,595.73 entered on January 5, 2018. The balance of this judgment remains outstanding, but it is the Company's belief that since this judgment has remained dormant, it has passed the statute of limitations for collection procedures.

Union Capital, LLC Promissory Note April 11, 2014

On April 11, 2014, the Company issued a Convertible Promissory Note (the “Note”) to Union Capital, LLC (the “Holder”) in the original principal amount of \$30,000 bearing an 8.00% annual interest rate, unsecured and maturing April 11, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 50% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the Holder fully converted the Note via conversions over the course of multiple dates.

JP Reuben & Associates Promissory Note April 15, 2014

On April 15, 2014, the Company issued a Convertible Promissory Note (the “Note”) to JP Reuben (the “Holder”) in the original principal amount of \$17,797.71 bearing an 6.00% annual interest rate, unsecured and maturing April 15, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 40% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date.

Scripline Promissory Note April 15, 2014

On April 15, 2014, the Company issued a Convertible Promissory Note (the “Note”) to Scripline (the “Holder”) in the original principal amount of \$76,146 bearing an 6.00% annual interest rate, unsecured and maturing August 19, 2014, in exchange for the cancellation of a Master Purchase and Sales Agreement entered into by and between the Holder and the Company on February 19, 2014, as documented by a Debt Settlement Agreement reached on April 15, 2014. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 40% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date. On September 17, 2014, this note was partially assigned to Tide Pool Ventures by the holder and a replacement note was issued bearing a 10% annual interest, unsecured and maturing Sept 17, 2015. This Replacement Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 38% of the market price, which means the average of the three lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the Holder partially converted the Note via conversions over the course of multiple dates. On October 26, 2018, this note was assigned to Sterling Macro Research LLC and a new Note was issued. On November 6, 2023, James Burgauer executed an option to acquire this Note.

Scripline Promissory Note April 15, 2014

On April 15, 2014, the Company issued a Convertible Promissory Note (the “Note”) to Scripline (the “Holder”) in the original principal amount of \$31,346 bearing a 6.00% annual interest rate, unsecured and maturing August 19, 2014, in exchange for the cancellation of a Master Purchase and Sales Agreement entered into by and between the Holder and the Company on February 19, 2014, as documented by a Debt Settlement Agreement reached on April 15, 2014. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 40% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date. On September 17, 2014, this note was partially assigned to Tide Pool Ventures by the holder and a replacement note was issued bearing a 10% annual interest, unsecured and maturing Sept 17, 2015. This Replacement Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 38% of the market price, which means the average of the three lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the Holder partially converted the Note via conversions over the course of multiple dates. On October 26, 2018, this note was assigned to Sterling Macro Research LLC and a new Note was issued. On November 6, 2023, James Burgauer executed an option to acquire this Note.

JAX Capital Promissory Note June 6, 2014

On June 6, 2014, the Company issued a Convertible Promissory Note (the “Note”) to JAX Capital Growth, LLC (the “Holder”) in the original principal amount of \$2,500 bearing an 8.00% annual interest rate, unsecured and maturing June 6, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 40% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date.

JAX Capital Promissory Note June 6, 2014

On June 6, 2014, the Company issued a Convertible Promissory Note (the “Note”) to JAX Capital Growth, LLC (the “Holder”) in the original principal amount of \$6,000 bearing an 8.00% annual interest rate, unsecured and maturing June 6, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 40% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date.

Triple J Capital LLC Promissory Note July 3, 2014

On April 8, 2014, the Company issued a Convertible Promissory Note (the “Note”) to Triple J Capital, LLC (the “Holder”) in the original principal amount of \$15,000 bearing an 8.00% annual interest rate, unsecured and maturing April 8, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 50% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date.

Cracker Jack Classic, LLC Promissory Note July 8, 2014

On July 8, 2014, the Company issued a Convertible Promissory Note (the “Note”) to Cracker Jack Classic, LLC (the “Holder”) in the original principal amount of \$25,000 bearing an 8.00% annual interest rate, unsecured and maturing July 8, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 50% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date.

Union Capital, LLC Promissory Note July 28, 2014

On July 28, 2014, the Company issued a Convertible Promissory Note (the “Note”) to Union Capital, LLC (the “Holder”) in the original principal amount of \$50,000 bearing an 8.00% annual interest rate, unsecured and maturing July 28, 2015. Originally this Note together with any unpaid accrued interest was convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 50% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date; but on May 7, 2021, this Note together with any unpaid accrued interest was amended and is now convertible into shares of common stock of the Company at the Holder’s option at a conversion price of \$0.00035. In accordance with the terms of the Note, the Holder partially converted the Note via conversions over the course of multiple dates.

Investor Growth, LLC Promissory Note September 11, 2014

On September 11, 2014, the Company issued a Convertible Promissory Note (the “Note”) to Investor Growth, LLC. (the “Holder”) in the original principal amount of \$10,000 bearing an 8.00% annual interest rate, unsecured and maturing September 11, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 50% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date.

Darling Capital Promissory Note September 17, 2014

On September 17, 2014, the Company issued a Convertible Promissory Note (the “Note”) to Darling Capital (the “Holder”) in the original principal amount of \$25,000 bearing a 12.00% annual interest rate, unsecured

and maturing April 17, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated at 40% of the market price, which means the lowest trading price during the thirty trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the Holder partially converted the Note via conversions over the course of multiple dates.

Tide Pool Venture Corp Promissory Note September 17, 2014

On September 17, 2014, the Company issued a Convertible Promissory Note (the "Note") to Tide Pool Venture Corp (the "Holder") in the original principal amount of \$32,500 bearing a 10.00% annual interest rate, unsecured and maturing September 17, 2015. A loan fee of \$2,500 was assessed on the loan and is included in the principal balance and is being amortized into interest expense over the life of the loan. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated at 60% of the market price, which means the average of the three lowest trading prices during the ten trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the Holder partially converted the Note via conversions over the course of multiple dates. On October 26, 2018, this Note was assigned to Sterling Macro Research LLC and a new Note was issued. On November 6, 2023, James Burgauer executed an option to acquire this Note.

JAX Capital Promissory Note November 3, 2014

On November 3, 2014, pursuant to the terms of a Consulting Agreement between the Company and JAX Capital Growth, LLC, the Company issued a Convertible Promissory Note (the "Note") to JAX Capital Growth, LLC (the "Holder") in the original principal amount of \$10,000 bearing an 6.00% annual interest rate, unsecured and maturing November 3, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated at 40% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date.

Investor Growth, LLC Promissory Note November 10, 2014

On September 11, 2014, the Company issued a Convertible Promissory Note (the "Note") to Investor Growth, LLC (the "Holder") in the original principal amount of \$2,000 bearing an 8.00% annual interest rate, unsecured and maturing November 10, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated at 50% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date.

JAX Capital Promissory Note December 3, 2014

On December 3, 2014, pursuant to the terms of a Consulting Agreement between the Company and JAX Capital Growth, LLC, the Company issued a Convertible Promissory Note (the "Note") to JAX Capital Growth, LLC (the "Holder") in the original principal amount of \$10,000 bearing an 6.00% annual interest rate, unsecured and maturing December 3, 2015. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated at 40% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date.

JAX Capital Promissory Note January 3, 2015

On January 3, 2015, pursuant to the terms of a Consulting Agreement between the Company and JAX Capital Growth, LLC, the Company issued a Convertible Promissory Note (the “Note”) to JAX Capital Growth, LLC (the “Holder”) in the original principal amount of \$10,000 bearing an 6.00% annual interest rate, unsecured and maturing January 3, 2016. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 40% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date.

River North Promissory Note January 5, 2015

On January 5, 2015, the Company issued a Convertible Promissory Note (the “Note”) to River North Equity, Inc. (the “Holder”) in the original principal amount of \$77,778 with an original issue discount of 10%, bearing an 6.00% annual interest rate, unsecured and maturing January 7, 2016. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 50% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date. In accordance with the terms of the Note, the Holder partially converted the Note via conversions over the course of multiple dates. On September 21, 2015, the assignee Holder filed a lawsuit in US District Court - Illinois Northern District against MineralRite in an effort to collect the outstanding balance owed on this note and another note dated January 5, 2015, then filed Form AO451 Clerk's certification of Judgement to be Registered in Another District on December 15, 2015 in US District Court - Nevada District, and then the case was disposed by the US District Court - Illinois Northern District on May 18, 2016, when the parties failed to appear

JAX Capital Promissory Note February 3, 2015

On February 3, 2015, pursuant to the terms of a Consulting Agreement between the Company and JAX Capital Growth, LLC, the Company issued a Convertible Promissory Note (the “Note”) to JAX Capital Growth, LLC (the “Holder”) in the original principal amount of \$10,000 bearing an 6.00% annual interest rate, unsecured and maturing February 3, 2016. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 40% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date.

JAX Capital Promissory Note March 3, 2015

On March 3, 2015, pursuant to the terms of a Consulting Agreement between the Company and JAX Capital Growth, LLC, the Company issued a Convertible Promissory Note (the “Note”) to JAX Capital Growth, LLC (the “Holder”) in the original principal amount of \$10,000 bearing an 6.00% annual interest rate, unsecured and maturing March 3, 2016. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 40% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date.

JAX Capital Promissory Note March 30, 2015

On March 30, 2015, the Company issued a Convertible Promissory Note (the “Note”) to JAX Capital Growth, LLC (the “Holder”) in the original principal amount of \$5,000 bearing an 6.00% annual interest rate, unsecured and maturing March 30, 2016. This Note together with any unpaid accrued interest is

convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated at 40% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date.

JAX Capital Promissory Note April 22, 2015

On April 22, 2015, the Company issued a Convertible Promissory Note (the "Note") to JAX Capital Growth, LLC (the "Holder") in the original principal amount of \$8,000 bearing an 6.00% annual interest rate, unsecured and maturing April 22, 2016. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated at 40% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date.

JAX Capital Promissory Note June 4, 2015

On June 4, 2015, the Company issued a Convertible Promissory Note (the "Note") to JAX Capital Growth, LLC (the "Holder") in the original principal amount of \$9,500 bearing an 6.00% annual interest rate, unsecured and maturing June 4, 2016. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated at 40% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date.

JAX Capital Promissory Note July 13, 2015

On July 13, 2015, the Company issued a Convertible Promissory Note (the "Note") to JAX Capital Growth, LLC (the "Holder") in the original principal amount of \$9,400 bearing an 6.00% annual interest rate, unsecured and maturing July 13, 2016. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated at 40% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date.

Eagle Equity, LLC Promissory Note Feb 25, 2021

On February 25, 2021, the Company issued a Convertible Promissory Note (the "Note") to Eagle Equity, LLC (the "Holder") in the original principal amount of \$30,000 bearing an 12.00% annual interest rate, unsecured and maturing February 25, 2022. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a conversion price of \$0.0001.

Pettigrew Promissory Note March 15, 2021

On March 15, 2021, the Company issued a Convertible Promissory Note (the "Note") to Pettigrew (the "Holder") in the original principal amount of \$50,000 bearing an 10.00% annual interest rate, unsecured and maturing March 15, 2022. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder's option at a variable conversion price calculated at 50% of the market price, which means the lowest trading price during the twenty trading day period ending on the latest complete trading day prior to the conversion date. On November 9, 2023, James Burgauer executed an option to acquire this Note.

Pettigrew Promissory Note March 22, 2021

On March 22, 2021, the Company issued a Convertible Promissory Note (the "Note") to Pettigrew (the

“Holder”) in the original principal amount of \$10,000 bearing an 10.00% annual interest rate, unsecured and maturing March 22, 2022. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 50% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date. On November 9, 2023, James Burgauer executed an option to acquire this Note.

Eagle Equity, LLC Promissory Note May 28, 2021

On May 28, 2021, the Company issued a Convertible Promissory Note (the “Note”) to Eagle Equity, LLC (the “Holder”) in the original principal amount of \$25,000 bearing an 12.00% annual interest rate, unsecured and maturing May 28, 2022. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a conversion price of \$0.0001.

Eagle Equity, LLC Promissory Note July 19, 2021

On July 19, 2021, the Company issued a Convertible Promissory Note (the “Note”) to Eagle Equity, LLC (the “Holder”) in the original principal amount of \$12,500 bearing an 12.00% annual interest rate, unsecured and maturing July 19, 2022. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a conversion price of \$0.0001.

Sterling Macro Research Promissory Note Sep 20, 2022

On September 20, 2022, the Company issued a Convertible Promissory Note (the “Note”) to Sterling Macro Research (the “Holder”) in the original principal amount of \$20,000 bearing an 10.00% annual interest rate, unsecured and maturing September 20, 2023. This Note together with any unpaid accrued interest is convertible into shares of common stock of the Company at the Holder’s option at a variable conversion price calculated at 50% of the market price, which means the lowest trading price during the ten trading day period ending on the latest complete trading day prior to the conversion date. On November 6, 2023, James Burgauer executed an option to acquire this Note.

(6) Stockholders' Equity

The Company is authorized to issue:

- 20,000,000,000 shares of common stock, no par value, CUSIP: 60313P100, 4,357,321,532 shares outstanding;
- 105,000 shares of Preferred Series A, no par value, CUSIP: N/A, 105,000 shares outstanding, weighted voting whereby 1 share equals 3,000 votes;
- 33,000 shares of Preferred Series B, no par value, CUSIP: N/A, 13,500 shares outstanding, convertible such that 1 share converts into 1,000 common shares, weighted voting whereby 1 share equals 1,000 votes;
- 100,000 shares of Preferred Series C, no par value, CUSIP: N/A, 6,050 shares outstanding, convertible such that 1 share converts into 400,000 common shares, weighted voting whereby 1 share equals 400,000 votes; and
- 49,762,000 shares of as yet undesignated Preferred, no par value, 0 shares outstanding.