

A.P.N. 003-151-14
003-151-15
003-151-18
003-151-19
003-151-22



After Recording Return To:
Wesley A. Holt
P.O. Box 796
Caliente, NV 89008

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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made as of the _____ day of April, 2013, by and among Samuel Moore, an individual and principal to the original Installment Promissory Note and Deed of Trust ("Maker"), whose address is PO Box 273, Caliente, Nevada 89008; Adam P. Katschke, an individual ("Purchaser"), whose address is PO Box 253, Caliente, Nevada 89008; and Wesley & Charlene Holt, a married couple (collectively, the "Holder"), whose address is PO Box 796, Caliente, Nevada 89008.

RECITALS

A. Holder is the holder of that certain Promissory Note ("Note") dated December 23, 2010, in the original principal amount of sixty-eight thousand, one-hundred and seventeen dollars and twenty-five cents (\$68,117.25) made by Maker to Holder, which Note evidences a loan ("Loan") made by Holder to Maker. To secure repayment of the Note, Maker also executed and delivered a Deed of Trust ("Deed of Trust") from Maker to Daniel M. Hooge, as Trustee, for the benefit of Holder, dated December 23, 2010, and recorded as document 0137574 in Book 261, Pages 165-77, in the records of Lincoln County, State of Nevada, which grants a lien on the real property described in Exhibit A attached hereto and incorporated herein by this reference, together with other property, as defined in the Deed of Trust (the "Property"). Capitalized terms used, but not defined herein, shall have the meanings given such terms in the Deed of Trust.

B. Holder has been asked to consent to transfer of the Property to the Purchaser and assumption of the obligations of Maker under the Note and Deed of Trust by the Purchaser.

C. Holder has agreed to consent to the transfer of the Property subject to the terms and conditions stated below.



IN CONSIDERATION OF THE FOREGOING and the mutual covenants and promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Holder, Maker and Purchaser, agree as follows:

1. Assignment and Assumption of Obligation. Maker hereby assigns to the Purchaser, all of Maker's rights, obligations, duties, covenants and responsibilities under the Note and Deed of Trust. Purchaser hereby assumes and agrees to pay all of the obligations of Maker as provided in the Note and Deed of Trust, assumes and agrees to perform all of the obligations, duties, covenants and responsibilities of Maker under the Note and Deed of Trust and to abide and be bound by all of the terms of the Note and Deed of Trust, all as though the Note and Deed of Trust had been made, executed and delivered by the Purchaser. A default by Maker or the Purchaser under this Agreement shall be deemed an Event of Default under the Deed of Trust.

2. Consideration. In addition to the \$1,000 and \$404.90 already paid to and hereby acknowledged by the Maker, the Purchaser promises to pay to the order of Maker, Samuel Moore, four payments of \$1,000 each beginning on May 1 and continuing on the first day of June, July and August 2013, respectively.

3. Execution of Documents. The Purchaser agrees to execute any additional documents that may be required to perfect this assignment and assumption, if necessary, in such form as approved by Holder.

4. Purchaser's Representations, Warranties and Covenants. Purchaser represents, warrants and covenants to Holder:

a. The Deed of Trust is a valid first lien on the Property for the full, unpaid amount of the Loan and other amounts as stated in the Deed of Trust;

b. There are no defenses, offsets or counterclaims to the Note, the Deed of Trust or the Purchase Agreement;

c. All provisions of the Note and Deed of Trust are in full force and effect;

d. Purchaser is an individual, residing in good standing in the State of Nevada. Purchaser has all requisite power and authority to carry on its business as it is now being conducted and to own, lease or operate its properties and assets as and in the places where such business is now conducted, leased or operated;

e. The execution, delivery and performance of this Agreement by the Purchaser: (i) is within the powers of the Purchaser; (ii) has been duly authorized by all necessary action; and (iii) does not (a) require any consent or approval of any other entity, or (b) violate any provision of any law, rule, regulation, order, writ, judgment, decree or award to which Purchaser is a party, or which is presently in effect and applicable to Purchaser, or (c) violate any instrument or document to which Purchaser is a party or require the consent of any other party to



such document or instrument; and

5. Maker's Representations and Warranties. Maker represents and warrants to Holder:

- a. There are no defaults by Maker or Holder under the provisions of the Note and Deed of Trust;
- b. There are no defenses, offsets or counterclaims to the Note and Deed of Trust; and
- c. All provisions of the Note and Deed of Trust are in full force and effect.

6. Consent to Transfer. Holder consents to the transfer of the Property to the Purchaser and to the payment and performance by the Purchaser of the obligations of Maker under the Note and Deed of Trust, in accordance with the terms of this Agreement. Holder's consent to the transfer of the Property to the Purchaser is not intended to be and shall not be construed as a consent to any subsequent transfer, nor a waiver, as to any future transfer, of any provisions of the Note and Deed of Trust which limit the transferability of the Property or any interest therein.

7. No Modification. This Agreement shall not modify the terms or provisions of the Note, the Deed of Trust or otherwise constitute a substitution, novation or exception thereof, and all such documents shall remain unmodified and in full force and effect in accordance with their terms. Maker shall not be released of its obligations under the Note and Deed of Trust.

8. No Impairment of Lien. All of the Property described in the Deed of Trust shall remain subject to the lien, charge, or encumbrance of such Deed of Trust, and nothing in this Agreement shall affect the lien of the Deed of Trust on the Property or the priority of such liens over any other liens, charges, encumbrances or conveyances.

9. Costs. If deemed necessary at the sole discretion of Holder and after written notice, Maker and the Purchaser agree to pay all reasonable attorneys' fees incurred by Holder in connection with Holder's consent to and approval of the transfer of the Property to Purchaser, costs of recording and filing this Agreement and any other documents executed in connection with this Agreement, and the costs of a lender's policy of title insurance, insuring the lien of the Deed of Trust, as assigned to the Purchaser, as a first lien on the Property, in form acceptable to Holder.

10. Counterparts. This Agreement may be signed in any number of counterparts required for the convenience of the parties, all of which when taken together shall form one and the same Agreement.



11. Captions and Headings. Captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof.

12. Governing Law. This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the state in which the Property is located.

13. Severability. If any provision of this Agreement is adjudicated to be invalid, illegal or unenforceable, in whole or in part, it will be deemed omitted to that extent and all other provisions of this Agreement will remain in full force and effect.

14. Successors and Assigns. Subject to the limitations on transfer in the Note and Deed of Trust, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

///// Signatures begin on the next page./////



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

MAKER:

Samuel Moore
Samuel SMMoore, an Individual
Moore

STATE OF NEVADA
COUNTY OF LINCOLN

This instrument was acknowledged before me on April 18, 2013 (date) by Samuel SM Moore



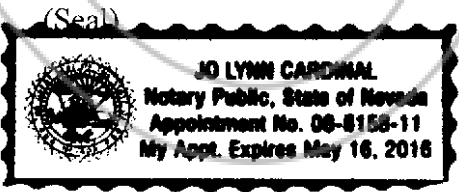
Jo Lynn Cardinal
Notary Public

PURCHASER:

Adam P. Katschke
Adam P. Katschke, an Individual

STATE OF NEVADA
COUNTY OF LINCOLN

This instrument was acknowledged before me on April 18, 2013 (date) by Adam P. Katschke.



Jo Lynn Cardinal
Notary Public



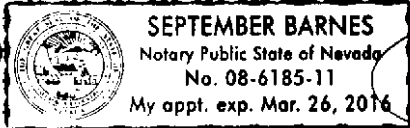
HOLDER:

Wesley A Holt
Wesley Holt

STATE OF NEVADA
COUNTY OF LINCOLN

This instrument was acknowledged before me on August 15, 2013 (date) by SM ~~Samuel~~
~~More.~~ Wesley Holt _{W.A.H.}

(Seal)



[Signature]
Notary Public

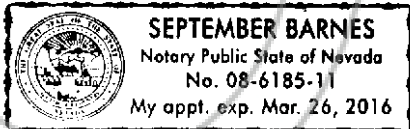
HOLDER:

Charlene R. Holt
Charlene R. Holt

STATE OF NEVADA
COUNTY OF LINCOLN

This instrument was acknowledged before me on August 15, 2013 (date) by SM ~~Samuel~~
~~More.~~ Charlene R. Holt

(Seal)



[Signature]
Notary Public



EXHIBIT A

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 67 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

PARCEL 1 AS SHOWN BY MAP THEREOF ON FILE IN FILE 0131781 OF PARCEL MAPS, IN BOOK C PAGE 406 IN THE OFFICE OF THE COUNTY RECORDER OF SAID LINCOLN COUNTY, NEVADA; and

PARCEL 2 AS SHOWN BY MAP THEREOF ON FILE IN FILE 0131781 OF PARCEL MAPS, IN BOOK C PAGE 406 IN THE OFFICE OF THE COUNTY RECORDER OF SAID LINCOLN COUNTY, NEVADA; and

PARCEL 6A AS SHOWN BY MAP THEREOF ON FILE IN FILE 132543 OF PARCEL MAPS, IN BOOK C PAGE 424 IN THE OFFICE OF THE COUNTY RECORDER OF SAID LINCOLN COUNTY, NEVADA; and

PARCEL 6B AS SHOWN BY MAP THEREOF ON FILE IN FILE 132543 OF PARCEL MAPS, IN BOOK C PAGE 424 IN THE OFFICE OF THE COUNTY RECORDER OF SAID LINCOLN COUNTY, NEVADA; and

PARCEL 5B AS SHOWN BY MAP THEREOF ON FILE IN FILE 0132544 OF PARCEL MAPS, IN BOOK C PAGE 425 IN THE OFFICE OF THE COUNTY RECORDER OF SAID LINCOLN COUNTY, NEVADA.