

Official Record

Recording requested By
FIRST AMERICAN TITLE COMPANY

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$49.00

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RPTT:

Recorded By: AE

Book- 285 Page- 0435



Accommodation Only

008-251-05 & 008-261-10

APN: _____

Recording Requested by: Equity Title of Nevada

Return To:

DCRI, LLC

Name: _____

305 Calais Drive

Address: _____

Mesquite, NV 89027

Option to Purchase Real Property

(Title of Document)

This page is added to provide additional information required by NRS 111.312 Sections 1-2
(Additional recording fee applies)

This cover page must be typed or printed in BLACK ink only



OPTION TO PURCHASE REAL PROPERTY

In consideration of the payment of all real property taxes and insurance on the property as defined below for and on behalf of American Bank of the North ("seller"), Seller gives and grants to DCR1 LLC, and/or its successors and assigns of Mesquite, NV ("purchaser"), the exclusive option to purchase real property of Seller situated in Lincoln County, State of Nevada, and particularly described on Exhibit "A" hereof, which is incorporated herein by this reference (the "Property")

Said real property shall include any and all improvements thereon a well as any and all water rights, easements, right of way and personal property which is appurtenant thereto.

The real and personal property described above is collectively referred to as the "Property"

This option is given the following terms and conditions:

SECTION ONE

PRICE AND TERMS OF PAYMENT

The purchase price for Property shall be One Million Two Hundred Thousand Dollars (\$1,200,000) for the property.

SECTION TWO

OPTION PAYMENT

Option payments shall be paid at the end of each of quarter beginning March 31st 2013 and end upon purchaser exercising of said option or upon purchasers desire to terminate said option.

SECTION THREE

SELLER RIGHT TO TERMINATE

If at any time the purchaser breeches the terms and conditions in the option agreement, seller can terminate the option agreement. Seller shall agree to give buyer 30 day written notice to remedy said breech prior to final termination.

SECTION FOUR

PERIOD OF OPTION

This option may be exercised by giving notice of exercise to Seller at any time during the primary period from the date of this instrument until five o'clock p.m. on March 1st 2018.

SECTION FIVE

TITLE

Upon the execution hereof, Seller shall within thirty (30) days, secure and submit to Purchaser for examination by Purchaser's attorney evidence of merchantable title in the property by preliminary title report of a qualified title insurance company doing business in Lincoln County, State of Nevada. Within thirty (30) days thereafter Purchaser shall give notice in writing to Seller of any defects in or objection so the title as so evidenced, and Seller shall either agree to clear title of defects and obligations so specified or have the right to terminate said agreement dependent upon severity of clouded title. Seller shall either agree to then update the title commitment upon notice of exercise by the Purchaser and warrants that the title to the Property shall be free and clear of all encumbrances.

Title to be conveyed as provided in this Option shall be merchantable titled, free and clear of all liens, encumbrances, restrictions and easements, and shall be conveyed via General Warranty Deed.



SECTION SIX

ESCROW/ CLOSING

An escrow shall be opened with Equity Title of Nevada, or such other title company as may be mutually acceptable to the parties, within fifteen (15) days after the exercised of this option. All payments required under this Option, shall be made to Seller. Seller and Purchaser shall execute such escrow instructions, not inconsistent with the terms of this option, as may be requested by the escrow agent by the escrow agent upon close of escrow.

Since the option payment includes the obligation of Purchaser to pay the real property taxes for all time at which this Option remains in effect, all such taxes shall not be prorated between the parties as of the date of the closing of escrow. However, the Purchaser shall not be responsible for the taxes on the Property for the proration of the year in which this option is executed, and such portion shall be paid by the seller.

SECTION SEVEN

POSSESSION AND RISK OF LOSS

Buyer shall have access to the property until close of escrow, and shall maintain the property in its present condition, reasonable wear from ordinary use excepted. Buyer shall have the ability to use the subject property for agricultural Purposes, Allowable by county regulations. If buyer uses property and does not exercise option buyer shall revert property to original state and all improvements made shall be property of seller.

Risk of loss from fire or other casualty to the property shall be Buyers until transfer of possession as provided in this Option. Buyer shall maintain adequate insurance against loss, including extended coverage, during such period.

SECTION EIGHT

NOTICES

Any notice under this Option shall be given in writing to the party for whom it is intended in person or by registered mail at the following address, or such future address as may be designated in writing:

To Seller: American Bank of the North
2310 NW Third St
Grand Rapids, MN 55744

To Purchaser: DCR1, LLC
305 Calais Dr Suite A
Mesquite, NV 89027

SECTION NINE



ASSIGNMENT AND SUCCESSION

This Option and the contract resulting from its exercise shall bind and inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties. All rights of purchaser under this Option may be assigned without restriction; But notice of each assignment shall given in writing to seller.

SECTION TEN

FAILURE TO EXERCISE THE OPTION

If purchaser does not exercise this Option in accordance with its terms and within the Option period, this Option and the rights of Purchaser shall automatically and immediately terminate without notice. In the event Purchaser fails to exercise this Option, Seller shall retain the sum paid as consideration for this Option and be under no obligation to compete the Purchase and Sale contemplated under this Option Agreement.

SECTION ELEVEN

MEMORANDUM OF OPTION

The Seller and Purchaser hereby acknowledge and agree that a Memorandum of Option substantially in the form as set forth in Exhibit "B" hereof shall be recorded in the Official Record of the Lincoln County Recorder's Office evidencing the existence of this Option to Purchase Real Property.

SECTION TWELVE

ANNUAL REPORTS

Both buyer and seller acknowledge that it is buyer's intent to maximize the subject property to its highest and best use by using his best efforts to develop and market the subject property. Buyer shall agree to draft an annual report outlining buyer's efforts.

SELLER:

American Bank of the North



By:

Its:

PURCHASER:

DCR1, LLC



Douglas Reath, Manager



Nevada
STATE OF MINNESOTA)

: SS.

COUNTY OF Clark)

On 2-5-2014 personally appeared before me
Stephen J. Harbour as Commercial Loan Counsel

for American Bank of the North a Minnesota Company, who being duly authorized to do so, acknowledged to me that he executed the above foregoing Option for the purposes set forth therein.

[Signature]



NOTARY PUBLIC

STATE OF NEVADA)

: SS.

COUNTY OF CLARK)

On Jan. 23rd, 2013, personally appeared before me DCR1, LLC, the signer of the foregoing Option who duly acknowledged to me that he executed the same. Douglas Reath

[Signature]



NOTARY PUBLIC



Exhibit A

To Option to Purchase Real Property Agreement
Executed January 23, 2013

By American Bank of the North (Seller) and DCR1 LLC and/or it's successors and assigns
(purchaser)

The legal description of the two parcels, Lincoln County Nevada Assessor's parcel numbers **008-251-05** and **008-261-10**, are as follows:

The land referred to in this Commitment is situated in the County of Lincoln, State of Nevada, and is described as follows:

PARCEL 1:

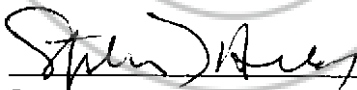
ALL OF SECTION 13, TOWNSHIP 12 SOUTH, RANGE 70 EAST, M.D.B.&M., LINCOLN COUNTY, NEVADA.

PARCEL 2:

THE WEST HALF (W1/2) AND THE WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 18, TOWNSHIP 12 SOUTH, RANGE 71 EAST, M.D.B.&M., LINCOLN COUNTY, NEVADA.

Approved:

Seller:
American Bank of the North


By: _____

Buyer;
DCR 1, LLC


By: Douglas Reath, Manager



EXHIBIT "B"

MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM provides record of an unrecorded agreement entitled "Option to Purchase Real Property" (the "Option Agreement") effective as of Jan. 23rd, 2013 by and between the following parties.

American Bank of the North, referred to in the Option Agreement as "Seller", and DCR1, LLC referred to in this Option Agreement as "Purchaser."

The Option Agreement contains provisions providing the following, in addition to other provisions of that agreement:

1. The real property (the "Subject Property") which are subject to the Option Agreement are located in Lincoln County, State of Nevada. The Subject Property is more particularly described as follows:

See Exhibit "A"

2. The option period begins on the effective date of the Option Agreement. May be extended to August 31st, 2019.
3. The Option Agreement also prohibits alienation of title or creation of any lien, security interest, and mortgage, conveyance of interest under a trust deed or other transaction which would create an encumbrance on title without prior approval of the option holder.
4. The Option Agreement also provides for execution and recordation of this memorandum to provide notice to prospective grantees, lenders, secured parties or other persons seeking to obtain an interest in the subject property and improvements.

The remainder of this page was intentionally left blank.



5. This Memorandum is prepared for the purpose of providing record notice of the Option Agreement and does not set forth all of the terms and conditions found in the Option Agreement. The Option Agreement and this memorandum shall be construed to be but one agreement and in the event that there is any conflict between this memorandum and the Option Agreement, the Option agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Option Agreement as of the date first above written.

DATED: 2-23-14

SELLER:

AMERICAN BANK OF THE NORTH

[Signature]

By:

Its:

PURCHASER:

DCR1, LLC

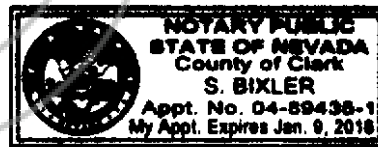
[Signature]

Douglas Reath, Manager

STATE OF MINNESOTA Nevada)

: SS.

COUNTY OF Clark)



On 2-24 personally appeared before me
Stephen J. Arthur as Commercial Loan Consultant

for American Bank of the North, who being duly authorized to do so, acknowledged to me that he executed the above foregoing Option for the purposes set forth therein.

[Signature]

NOTARY PUBLIC



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STATE OF NEVADA)

: SS.

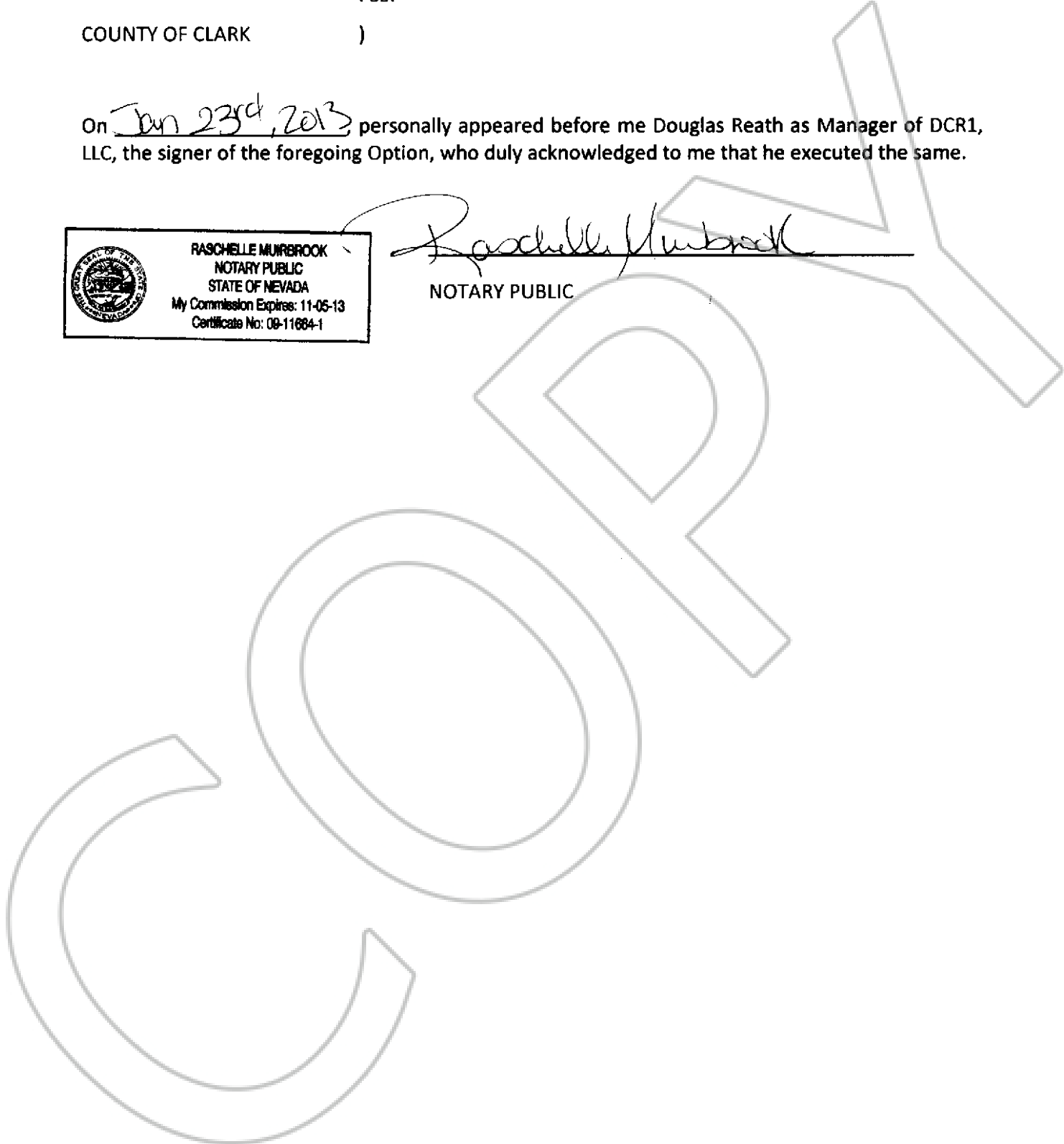
COUNTY OF CLARK)

On Jan 23rd, 2013 personally appeared before me Douglas Reath as Manager of DCR1, LLC, the signer of the foregoing Option, who duly acknowledged to me that he executed the same.



Raschelle Muirbrock

NOTARY PUBLIC





ASSIGNMENT

KNOW ALL PEOPLE BY THESE PRESENTS, that DCR1, LLC, a Nevada limited liability company of Mesquite, Nevada, known as (Assignor) in consideration of \$10.00 and of other good and valuable consideration, the receipt of which is hereby acknowledged, hereby irrevocably assigns, transfers, quit claims and sets over to Oasis 1040, LLC, of Mesquite, Nevada (Assignee), the Option to Purchase Real Property, a copy of which is attached as Exhibit "A".

IN WITNESS WHEREOF, on this 14 day of February, 2013 the above-named Assignor hereby executes this assignment pursuant to the terms hereof.

DCR1, LLC



Douglas Reath, Manager



ASSIGNMENT

KNOW ALL PEOPLE BY THESE PRESENTS, that DCR1, LLC, a Nevada limited liability company of Mesquite, Nevada, known as (Assignor) in consideration of \$10.00 and of other good and valuable consideration, the receipt of which is hereby acknowledged, hereby irrevocably assigns, transfers, quit claims and sets over to Oasis 1040, LLC, of Mesquite, Nevada (Assignee), the Option to Purchase Real Property, a copy of which is attached as Exhibit "A".

IN WITNESS WHEREOF, on this 14 day of February, 2013 the above-named Assignor hereby executes this assignment pursuant to the terms hereof.

DCR1, LLC


Douglas Reath, Manager

Approved:

American Bank of the North

Stephen J. Anderson, LLC

February 14th 2013