

Whitney & Whitney Inc  
PO Box 10725  
Reno NV 89510

## **ASSIGNMENT AGREEMENT**

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made as of April 17<sup>th</sup>, 1995 (the "Closing Date"), by and among ADOLF SCHOEPE, a married man, and MARTHA VIRGINIA SCHOEPE, for the purpose of releasing any community property or other interests she may have (collectively, "Assignor"), and BUCKSKIN PROJECT LIMITED LIABILITY COMPANY, a Nevada limited liability company ("Assignee").

### **RECITALS**

A. William C. Smith and Janice Smith (as to an undivided 50% interest) and Margaret Harcourt (as to an undivided 50% interest)(collectively, "Owner") and Adolf Schoepe ("Lessee") entered into a Short Form of Mining Lease With Option to Purchase dated August 30, 1993 (the "Mining Agreement"). The Mining Agreement was recorded on October 22, 1993 in the Official Records of Douglas County, Nevada, in Book 1093, Page 4180, as Document Number 320811.

B. Martha Virginia Schoepe is entering into this Agreement for the purpose of releasing any community property or other interests she may have with respect to the subject matter hereof.

NOW, THEREFORE, the parties hereto agree as follows

1. **Assignment.** Effective as of the Closing Date, Assignor shall and hereby does assign to Assignee any and all of Assignor's right, title and interest in the Mining Agreement and related documents, including but not limited to Assignor's right, title and interest with respect to the unpatented lode mining claims situated in the County of Douglas, State of Nevada, and described on Exhibit A attached hereto and by this reference incorporated herein (the "Claims"). The foregoing assignment is permitted pursuant to Section 8 of the Mining Agreement.

2. **Assumption.** Effective as of the Closing Date, Assignee does hereby: (a) accept such assignment and assume all of Assignor's obligations under the Mining Agreement and related documents, including obligations with respect to the Claims; and (b) agree with and for the benefit of Owner under the Mining Agreement to perform all of the obligations of Assignee under the Mining Agreement and related documents, including obligations with respect to the Claims, and to be bound by the terms, covenants and conditions contained in the Mining Agreement and related documents, including terms, covenants and conditions with respect to the Claims.

3. Release. Effective as of the Closing Date, Assignor shall be and is released from any obligations under the Mining Agreement and related documents, including obligations with respect to the Claims, which arise after the Closing Date; provided, that Assignor shall not be released from: (a) obligations that arose prior to the Closing Date; or (b) obligations that arise after the Closing Date, but which relate to an act or occurrence arising or occurring prior to the Closing Date.

4. Miscellaneous.


(a) Remedies. Except as otherwise specified in this Agreement: (i) all rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other; and (ii) any party may pursue any one or more of its rights, options or remedies hereunder or thereunder, or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or in equity, whether or not stated in this Agreement.

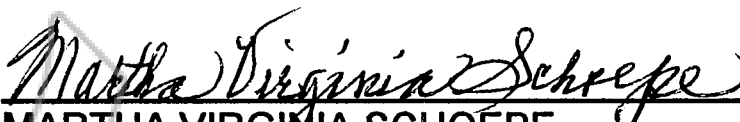
(b) This Agreement shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of Assignor and/or Assignee.

(c) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

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

ASSIGNOR:

  
\_\_\_\_\_  
ADOLF SCHOEPE

  
\_\_\_\_\_  
MARTHA VIRGINIA SCHOEPE

[Signature Page Continues]



LEGAL DESCRIPTION

All those certain unpatented lode mining claims described as follows:

Unpatented lode mining claims owned by:

William C Smith and Janice Smith, husband and wife  
521 Pearl Street  
Yerington, NV 89447

and

Margaret Harcourt, a widow  
5101 Comanche NE  
Albuquerque, NM 87110

<u>CLAIM NAME</u>	<u>LOCATION DATE</u>	<u>DOUGLAS CO. BOOK/PAGE</u>	<u>LYON CO. DOC. NO.</u>	<u>BLM SERIAL NO.</u>
Lorraine 1	2/04/1959	47/786		71793
Lorraine 2	2/04/1959	47/788		71794
Lorraine 3	5/14/1959	47/790		71795
Lorraine 4	5/14/1959	47/792		71796
Nev 1	7/03/1966	42/288		71844
Nev 2	7/03/1966	42/295		71845
Nev 3	2/23/1967	48/163		71846
Nev 4	2/23/1967	48/164		71847
Nev 5	2/23/1967	48/165		71848
Nev 5A	5/15/1976	676/521		71849
Nev 6	2/23/1967	48/1661		71850
Nev 7A	5/01/1967	676/524		71851
Nev 8	2/23/1967	48/167		71852
Nev 9	2/23/1967	48/169		71853
Nev 10	2/23/1967	48/170		71854
Nev 11	7/03/1966	42/289		71855
Nev 12	7/03/1966	42/290		71856
Nev 13	7/03/1966	42/292		71857
Nev 14	7/03/1966	42/291		71858
Nev 15	7/03/1966	42/293		71859
Nev 16	7/03/1966	42/294		71860
Nev 17	9/04/1970	79/177		71861
Nev 18	9/04/1970	79/178		71862
Nev 19	9/04/1970	79/179		71863
Nev 20	9/04/1970	79/180		71864
Nev 21	9/04/1970	79/181		71865
Nev 22	9/04/1970	79/182		71866
Nev 23	9/04/1970	79/183		71867
Nev 24	9/04/1970	79/184		71868
Nev 25	9/04/1970	79/185		71869

**362170**

**LEGAL DESCRIPTION CONTINUED**

<u>CLAIM NAME</u>	<u>LOCATION DATE</u>	<u>DOUGLAS CO. BOOK/PAGE</u>	<u>LYON CO. DOC. NO.</u>	<u>BLM SERIAL NO.</u>
Nev 26	9/04/1970	79/187		71870
Nev 27	9/04/1970	79/186		71871
Nev 28	9/04/1970	79/188		71872
Nev 75	2/23/1967	48/171		71873
Nev 76	3/29/1964	23/434		71874
Nev 77	3/29/1964	23/143		71875
Nev 78	3/29/1964	23/144		71876
Nev 130	9/04/1970	79/189		71877
Nev 131	9/04/1970	79/190		71878
Nev 132	9/04/1970	79/191		71879
Nev 133	9/04/1970	79/192		71880
Nev 134	9/04/1970	79/193		71881
Nev 135	9/04/1970	79/194		71882
Nev 136	9/04/1970	79/195		71883
BSW 9	11/13/1982	1282/1186		259990
BSW 11	11/13/1982	1282/1187		259991
BSW 13	11/13/1982	1282/1188		259992
BSW 18	11/13/1982	1282/1189		259993
BSW 7	11/13/1982	1282/1185		261592

REQUESTED BY  
*Whitney & Whitney*  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'95 MAY 17 A8:23

LINDA SLATER  
RECORDER

\$11.00 PAID *AL* DEPUTY

**362170**  
**BK 0595 PG 2460**