

## ASSIGNMENT OF SELLER'S INTEREST IN AGREEMENT

THIS ASSIGNMENT, made and entered into this 25<sup>th</sup> day of January, 1999, by and between Jeff Lynn aka Jeffrey A. Lynn, individually, of HC66 Box 6, Unit 2, Beowawe, Nevada 89821, hereinafter referred to as Assignor, and Tripp Lumber Company Employees Pension and Profit Sharing Plans, P.O. Box 7069, Missoula, Montana 59807, hereinafter referred to as Assignee.

For and in consideration of the sum of Ten and No/100ths Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign and deliver to the Assignee all of the Assignor's right, title and interest in and to the real property described herein and to all payments due under or to be paid under that certain Agreement for the period commencing the date of execution of this Agreement until the Assignee has received certain payments.

The parties agree that all payments made by the buyer under said AGREEMENT, commencing with the payment due February 22, 1999, shall be made to the Assignee in care of Escrow Services, of P.O. Box 327, Kalispell, Montana 59903-0327, until the Assignee has received 120 payments of ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150.00) each. Once the Assignee has received the above scheduled payments, all of the Assignee's right, title, and interest in said AGREEMENT shall thereupon terminate and all funds in excess of the above payments will revert to the Assignor and said Assignor shall reassume all duties and obligations under the terms of said AGREEMENT the same as if this assignment had not occurred.

Said AGREEMENT is dated May 9, 1998, in which Jeffrey A. Lynn was the Seller and Jim Lafkas was the Buyer. Said AGREEMENT is for the sale and purchase of the following real property situated in the County of Eureka, State of Nevada, to-wit:

**TOWNSHIP 31 NORTH, RANGE 48 EAST, M.D.B. & M.**

Section 5: E1/2E1/2NW1/4

EXCEPTING THEREFROM all petroleum, oil, natural gas and products derived therefrom within or underlying said lands, as reserved by Southern Pacific Land Company, a California corporation, in deed recorded September 24, 1951, in Book 24, Page 168, Deed Records, Eureka County, Nevada

SUBJECT to easements, covenants, conditions and restrictions of record.

In the event of the failure of the buyers under said AGREEMENT to make any of the payments to which the Assignee is entitled hereunder, the parties agree that the Assignee will give Notice to Assignor and the parties agree that the Assignor shall have the exclusive option to purchase the Assignee's interest in said AGREEMENT for a period of ninety (90) days from the mailing of a copy of said Notice to the Assignor. In order for the Assignor to exercise said option, said Assignor must pay to the Assignee, within such 90-day period, the amount as described in said default Notice plus all other costs associated with such default. In the event the Assignor does not exercise the option to repurchase as herein granted within said 90 days, the parties agree that the Assignor shall immediately waive, forfeit, grant, and convey all of the Assignor's right and title to said AGREEMENT to the Assignee. In such event, all of Assignor's rights under this Assignment shall immediately terminate and become null and void.

In the event Assignor fails to perform the Seller's obligations in said AGREEMENT, Assignor hereby irrevocably appoints Assignee as Assignor's Attorney-in-fact to take all lawful means to secure, enforce and protect the rights transferred hereunder in the same manner and to the same intent and purposes as the Assignor might or could do were these presents not executed.

Assignor agrees to perform all obligations required of the Seller by said AGREEMENT and to indemnify and hold Assignee harmless from any breach of Seller's obligation including

