

DOC# 233455

07/26/2017

03:03PM

Official Record

Requested By

PARSONS BEHLE & LATIMER

Eureka County - NV

Lisa Hoehne - Recorder

Page: 1 of 7

Fee: \$23.00

Recorded By CH

RPTT: \$0.00

Book- 0604 Page- 0003



0233455

Assessor's Parcel Nos.: 006-120-01,
006-120-02,
009-120-01

Recorded at the request of
and when recorded return to:

MinQuest Ltd.
c/o Herb Duerr
1680 Greenfield Drive
Reno, Nevada 89509

The undersigned affirms that this document does not
contain the personal information of any person.

**Assignment and Assumption, Deed and Bill of Sale
Eureka County, Nevada
Min Quest Inc. to MinQuest Ltd.**

This Assignment and Assumption, Deed and Bill of Sale ("Assignment") is made by
and between Min Quest Inc., a Nevada corporation also known as MinQuest Inc.,
("MinQuest") and MinQuest Ltd., a Nevada corporation ("Grantee").

Recitals

A. MinQuest is the owner of the unpatented mining claims and other property
interests and rights described in Exhibit A attached to and by this reference incorporated in
this Agreement (collectively with the other rights and interests subject to and transferred by
this Assignment the "Property")

B. MinQuest, Herb Duerr and Richard Kern are parties to the Reorganization
Agreement dated the date of this Assignment pursuant to which MinQuest agreed to convey
to Grantee all of MinQuest's right, title and interest in and to the Property and Grantee agreed
to assume and to perform all obligations of MinQuest arising to or relating to the Property.

C. MinQuest desires to assign, convey and transfer to Grantee all of the right, title
and interest of MinQuest in and to the Property and Grantee desires to acquire the Property
and to assume MinQuest's obligations in respect of the Property.

Now, therefore, in consideration of the sum of Ten Dollars (\$10.00), and other good
and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the

Assignment MinQuest to MinQuest Ltd.

Eureka County
4850-8108-1930 v2

parties agree as follows:

1. MinQuest assigns, conveys and transfers to Grantee all of the right, title and interest of MinQuest in and to the Property.

2. Grantee assumes and agrees to perform all of MinQuest's obligations in respect of the Property and to defend, indemnify and hold harmless MinQuest from and against any and all claims arising from or relating to the Property and Grantee's possession and use of the Property.

3. MinQuest assigns, conveys, sells and transfers to Grantee all of MinQuest's right, title and interest in and to (a) all geological, geochemical and geophysical maps, reports, surveys and tests; all drill hole maps, drill logs, drill core, drill cuttings, chip trays, and other samples taken from the Property, including duplicates and pulps; all engineering and metallurgical reports, studies and tests; all sample and assay logs, maps, reports and tests; all mineral resource and ore reserve calculations, estimates, reports, studies and tests; all anthropological, biological, cultural, environmental, meteorological, and other like reports, studies, surveys and tests; and all other data relating to the Property, including any such data in digital, electronic, magnetic, optical and written format; and (b) all approvals, consents, licenses, notices of intent to operate, plans of operation and permits for or relating to the Property and accounts, bonds, deposits, financial assurances, guarantees and securities for reclamation of the Property.


4. MinQuest makes this Assignment and Assumption without any representations or warranties concerning the Property, its physical condition and the status of its title, except as expressly provided in the Reorganization Agreement.

5. This Assignment and Assumption may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute the same Agreement.

Dated effective July 25, 2017.

Min Quest Inc.

By: 
Richard Kern, President

By: 
Herb Duerr, Secretary



MinQuest Ltd.

By: Herb Duerr
Herb Duerr, President

By: Richard Kern
Richard Kern, Secretary

STATE OF NEVADA)
) ss.
WASHOE COUNTY)

This Assignment and Assumption, Deed and Bill of Sale was executed before me on July 25, 2017, by Richard Kern as the President of Min Quest Inc. and as the Secretary of MinQuest Ltd.

Ray ks



Kathy Souvion
Notary Public

STATE OF NEVADA)
) ss.
WASHOE COUNTY)

ks This Assignment and Assumption, Deed and Bill of Sale was executed before me on July 25, 2017, by Herb Duerr as the Secretary of Min Quest Inc. and as the President of MinQuest Ltd.

Herbert Charles Duerr II ks



Kathy Souvion
Notary Public

**Assignment and Assumption, Deed and Bill of Sale
Exhibit A
Description of Property**

- A. Patented Mining Claims / Fee Lands / Water Rights – See attached list**
- B. Unpatented Mining Claims – See attached list**
- C. Agreements – None.**
- D. Permits – None.**

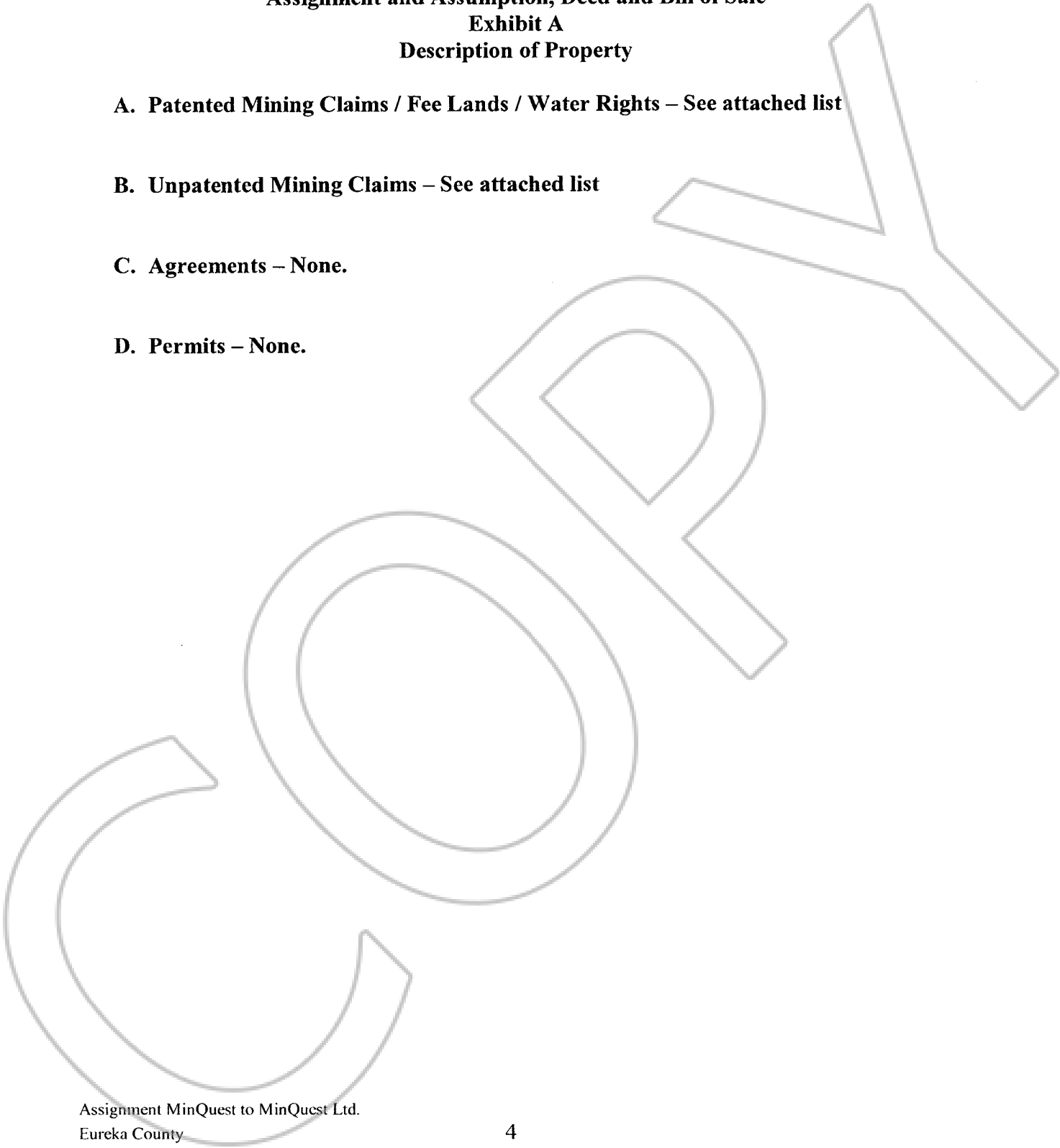


Exhibit A

A. Patented Mining Claims / Fee Lands

Patented Mining Claims:

The following patented mining claims located on Eureka County, NV APN 009-120-01

Claim Name	U.S. Mineral Survey No.
Austin	Lot No. 37 (1450)
Great Republic & Troy Consolidated	Lot No. 38 (1451)
Spencer & North Pole Consolidated	Lot No. 39 (1452)
Big Sandy	4477
Hecla	4477
Webster	4477
1900	4477
Arizona	4477
Iron Pit	4477

Fee Lands:

1. Eureka County APN 006-120-01
SE 1/4 NW 1/4 and NE 1/4 SW 1/4 Sec. 3, T 26 N, R 52 E
80 acres
2. Eureka County APN 006-120-02
SW 1/4 NW 1/4 Sec. 14 and SE 1/4 NE 1/4 Sec. 15, T 26 N, R 52 E
80 acres.

Water Rights:

All water rights appurtenant to the above-named patented mining claims and fee lands, including:

1. V01261 (Old Schuster Well)
2. V01336 (Cave Canyon Spring)
3. V01337 (Flynn Canyon Spring)

Assignment MinQuest to MinQuest Ltd.
Eureka County
4850-8108-1930 v2



Exhibit A

B. Unpatented Mining Claims

Note—The Mineral Hill (“MH”) unpatented mining claims are in Eureka County, although the Bureau of Land Management (“BLM”) Public Reports Application (“LR2000”) indicates that they are in Elko County. This discrepancy will be rectified with BLM after this deed has been recorded.

BLM Claim No.	Name
DD 34	NMC898827
DD 36	NMC898829
DD 39	NMC898831
DD 41	NMC898832
DD 43	NMC898833
DD 45	NMC898834
DD 46	NMC898835
DD 47	NMC898836
DD 48	NMC898837
DD 49	NMC898840
DD 52	NMC898841
DD 53	NMC898842
DD 177	NMC898838
DD 178	NMC898839
DD 179	NMC898843
DD 185	NMC898844
DD 184	NMC898845
DD 183	NMC898846
DD 182	NMC898847
DD 181	NMC898848
DD 180	NMC898849
MH1	NMC1073598
MH2	NMC1073599
MH3	NMC1073600
MH4	NMC1073601
MH5	NMC1073602
MH6	NMC1073603
MH7	NMC1073604

Assignment MinQuest to MinQuest Ltd.
Eureka County
4850-8108-1930 v2



MH8	NMC1073605
MH9	NMC1073606
MH10	NMC1073607
MH11	NMC1073608
MH12	NMC1073609
MH13	NMC1073610
MH14	NMC1073611
MH15	NMC1073612
MH16	NMC1073613
MH17	NMC1073614
MH18	NMC1073615
MH19	NMC1073616
MH20	NMC1073617

Total Claims: 41



STATE OF NEVADA
DECLARATION OF VALUE

DOC# DV-233455

07/26/2017

03:03PM

Official Record

Requested By
PARSONS BEHLE & LATIMER

Eureka County - NV

Lisa Hoehne - Recorder

Page: 1 of 1

Fee: \$23.00

Recorded By CH

PRTT: \$0.00

- 1. Assessor Parcel Number(s)
 - a) 006-120-01
 - b) 006-120-02
 - c) n/a unpatented mining claims
 - d) _____

- 2. Type of Property:
 - a) Vacant Land
 - b) Single Fam. Res.
 - c) Condo/Twnhse
 - d) 2-4 Plex
 - e) Apt. Bldg
 - f) Comm'l/Ind'l
 - g) Agricultural
 - h) Mobile Home
 - i) Other mining claims

FOR RECORDERS OPTIONAL USE ONLY	
BOOK _____	PAGE _____
DATE OF RECORDING: _____	
NOTES: _____	

- 3. Total Value/Sales Price of Property: \$ \$0.00
- Deed in Lieu of Foreclosure Only (value of property) (\$0.00)
- Transfer Tax Value: \$ \$0.00
- Real Property Transfer Tax Due: \$ \$0.00

- 4. If Exemption Claimed:
 - a. Transfer Tax Exemption per NRS 375.090, Section # 9
 - b. Explain Reason for Exemption: transfer to corporation 100% owned by transferor

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature *Herb Duerr* Capacity Buyer

Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Min Quest Inc. c/o Richard Kern
Address: 4235 Christy Way
City: Reno
State: NV Zip: 89519

Print Name: MinQuest Ltd. c/o Herb Duerr
Address: 1680 Greenfield Dr.
City: Reno
State: NV Zip: 89509

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: Parsons Behle & Latimer Escrow # _____
Address: 50 W. Liberty St., Ste 750
City: Reno State: NV Zip: 89501

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)