

Tax Lien Assignment Agreement

This Agreement (the "Agreement") is made and entered by and between REI Holdings or its affiliates and subsidiaries ("Assignor") and **!Artur Dudnik!** ("Assignee"), for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

1. Payment of Purchase Price: Assignee hereby agrees to purchase, and Assignor agrees to assign the "Tax Liens" (as identified in the attached Exhibit "A"), for "Purchase Price" equal to **\$3,151.98** for the tax lien(s). The full Purchase Price is to be paid in full in good funds within three (3) business days of the date of this Agreement. Upon receipt of the full Purchase Price in good funds, Assignor shall transfer and assign to Assignee any and all of Assignor's right, interests in and to, including without limitation, any and all redemption proceeds, recoveries, real property interests, rights relating thereto or resulting therefrom the "Tax Liens." After that three-day period all sales are final and will not be cancelled, voided, or refunded. If Assignee fails to make the payment required in Section 1 of this Agreement, Assignor shall terminate any and all of Assignor's obligations, including, but without limitation, transfer or assignment of the Tax Liens, which shall remain Assignor's property.
2. The Assignee acknowledges that Assignor has not authorized any employee, agent, representative, broker, third party or other party to make, and to the extent so made, specifically negate and disclaim, any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, or as to, concerning, or with respect to the Tax Liens. Assignor further specifically makes no representation or warranty to Assignee or any of Assignee's successors and assigns as to the collectability of any Tax Lien. Assignee acknowledges and agrees that (I) it is solely responsible for determining the advisability and suitability of and entering into any transaction and hereby assumes all risks related thereto, and (II) Assignor assumes no responsibility for such decisions or determinations or the results, returns or losses related to any investment decision made or transaction entered into by Assignee. As an independent, self-directed party, Assignee assumes full responsibility for entering into each and every transaction and Assignee represents that it has conducted its own due diligence, evaluations, analyses, assessments and decisions related hereto prior to entering into this Agreement. Assignee acknowledges and agrees that Assignor shall not have any liability whatsoever for the results or returns of any of the foregoing or any losses incurred by Assignee related thereto. The Assignee acknowledges and agrees that the tax liens are being sold "as is", "where is" "with all faults", and without any representation or warranty of any kind or nature, express, implied, or limited, and without any recourse against Assignor. Assignee is solely responsible for taking necessary and required action to perfect Assignee's Tax Liens and/or to seek redemption thereof.
3. Assignee acknowledges that (i) there is presently no public market for tax liens; (ii) investment in tax liens and transactions involves a degree of risk; (iii) Assignee's financial condition is such that it can handle the risks associated with such an investment. In the event of a dispute, the Parties submit to the jurisdiction of the State of Utah, waiving any jurisdiction in the State in which the property subject to the Tax Liens is located, and the venue of any proceedings shall be Utah County, State of Utah. The prevailing Party shall be entitled to recovery of its costs and reasonable attorney's fees.

Assignee:

!Artur Dudnik!
5 kopnyc 3 Tashkentskiy pereulok
Moskva, Moscow 109444

Assignor:

REI Holdings
691 West 1200 North STE 100
Springville, UT 84663

IN WITNESS WHEREOF, the parties have caused their authorized agents to execute this Agreement, effective as of

Assignee:

!Artur Dudnik!

Assignor:



Edward Stewart
Manager

For list of tax lien certificate(s), please see attached certificate list (Exhibit A).

Exhibit A: Tax Lien Schedule

PARCEL ID NUMBER	PROPERTY TYPE	COUNTY	CERTIFICATE YEAR	FACE AMOUNT	REDEPTIVE VALUE	INTEREST RATE
321931300032D0000	Vacant Residential	Seminole	2013-06-01	\$240.61	\$286.73	5.75%
0943011023	Vacant Residential	Sarasota	2013-06-01	\$1,387.72	\$1,553.67	3.50%
987654321_test		Miami Dade	2013-09-01	\$780.00	\$1,224.60	18.00%

DESCRIPTION	AMOUNT
PURCHASE PRICE FOR TAX LIENS	\$3,065.00
TRANSACTION FEES	
MUNICIPAL TRANSFER FEES	\$30.00
SERVICING FEE	\$41.68
ADMINISTRATION FEE	\$15.30
TOTAL	\$3,151.98

REI HOLDINGS