

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Soventix-Rachel, LLC  
2375 E. Camelback Road, Suite 600  
Phoenix, Arizona 85016  
Attention: Manager



0147401

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(space above this line for recorder's use)

### MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT (this "Memorandum") is made, dated and effective as of March 1<sup>st</sup>, 2015 (the "Effective Date"), between Lincoln Estates Investment Group, LLC, a Nevada limited liability company ("Seller"), and Soventix-Rachel, LLC, a Delaware limited liability company ("Purchaser"), in light of the following facts and circumstances:

#### RECITALS:

WHEREAS, Seller and Purchaser have entered into an Option Agreement dated December 10, 2014, as amended by the First Amendment to Option Agreement dated March 23<sup>rd</sup>, 2015, with respect to property more specifically described herein (as heretofore or hereinafter amended, restated, or supplemented from time to time, the "Option Agreement"); and

WHEREAS, Seller and Purchaser desire to set forth certain terms and conditions of the Option Agreement in a manner suitable for recording in the Official Records of Lincoln County, Nevada, in order to provide record notice of the Option Agreement and Purchaser's rights in and to the land subject to the Option Agreement, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Option Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and stipulate as follows:

1. Description of Property. The land subject to the Option Agreement is described on Exhibit A attached hereto, and by this reference made a part hereof (the "Property").

2. Grant of Option. Seller hereby grants to Purchaser, pursuant to the Option Agreement, an exclusive and irrevocable option (the "Option") to purchase the Property on the terms and conditions set forth in the Option Agreement. The entire Option Agreement is hereby incorporated into this Memorandum by reference. Notwithstanding anything to the contrary contained herein, the provisions of this Memorandum do not in any way alter, amend, supplement, change, or affect the terms, covenants, or conditions of the Option Agreement, all of which terms, covenants, and conditions shall remain in full force and effect. In the event of any conflict between the terms of this Memorandum and the Option



Agreement, the terms of the Option Agreement shall prevail.

3. Term of Option Agreement. Unless extended or earlier terminated, as provided in the Option Agreement, the term of the Option shall be for a one (1) year period beginning on the date this Memorandum is recorded in the Lincoln County, Nevada records. Closing of the transaction contemplated by the Option Agreement shall occur within thirty (30) days following Purchaser's exercise of the Option, in accordance with the Option Agreement, or as the parties may otherwise mutually agree.

4. Names and Addresses of Parties. The names and addresses of the parties to the Option Agreement are as follows:

<p>Seller:</p> <p>Lincoln Estate Investment Group, LLC</p> <p><u>Attn.: Gayle S. Greene, Mgr.</u></p> <p><u>2705 Saint Clair Drive</u></p> <p><u>Las Vegas, NV 89128-7296</u></p>	<p>Purchaser:</p> <p>Soventix-Rachel, LLC</p> <p>2375 E. Camelback Road, Suite 600</p> <p>Phoenix, AZ 85016</p> <p>Attention: Manager</p>
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5. Successors and Assigns. The terms of this Memorandum and the Option Agreement are covenants running with the land and inure to the benefit of, and are binding upon, the parties and their respective successors and assigns, including all subsequent owners of all or any portion of the Property. References to Seller and Purchaser include their respective successors and assigns. References to the Option Agreement includes any amendments thereto.

6. Miscellaneous. This Memorandum is executed for the purpose of recording in the Official Records of Lincoln County, Nevada, in order to provide public record notice of the Option Agreement and Purchaser's rights in and to the land subject to the Option Agreement. All persons are hereby put on notice of and shall have a duty to inquire regarding the Option Agreement and all of the provisions thereof and the rights, title, interests, and claims of Purchaser in and to the Property. Any right, estate, claim, or interest in the Property first attaching to the Property and recorded from and after the Effective Date shall be subordinate to the terms of the Option Agreement. If Purchaser acquires fee simple title to any portion of the Property, Purchaser shall have the right, at Purchaser's option, to terminate any such subordinate right, estate, claim, or interest, at no cost or liability to Purchaser, or to accept title subject thereto. This instrument may for convenience be executed in any number of original counterparts, each of which shall be an original and all of which taken together shall constitute one instrument.

*[The remainder of this page is intentionally left blank.]*



IN WITNESS WHEREOF, Seller and Purchaser, acting through their duly authorized representatives, have made and entered into this Memorandum as of the Effective Date.

**SELLER:**

**Lincoln Estate Investment Group, LLC,**  
a Nevada limited liability company

By: *Jo Ann Poderson*  
Name: *Jo Ann Poderson*  
Title: *MANAGER*

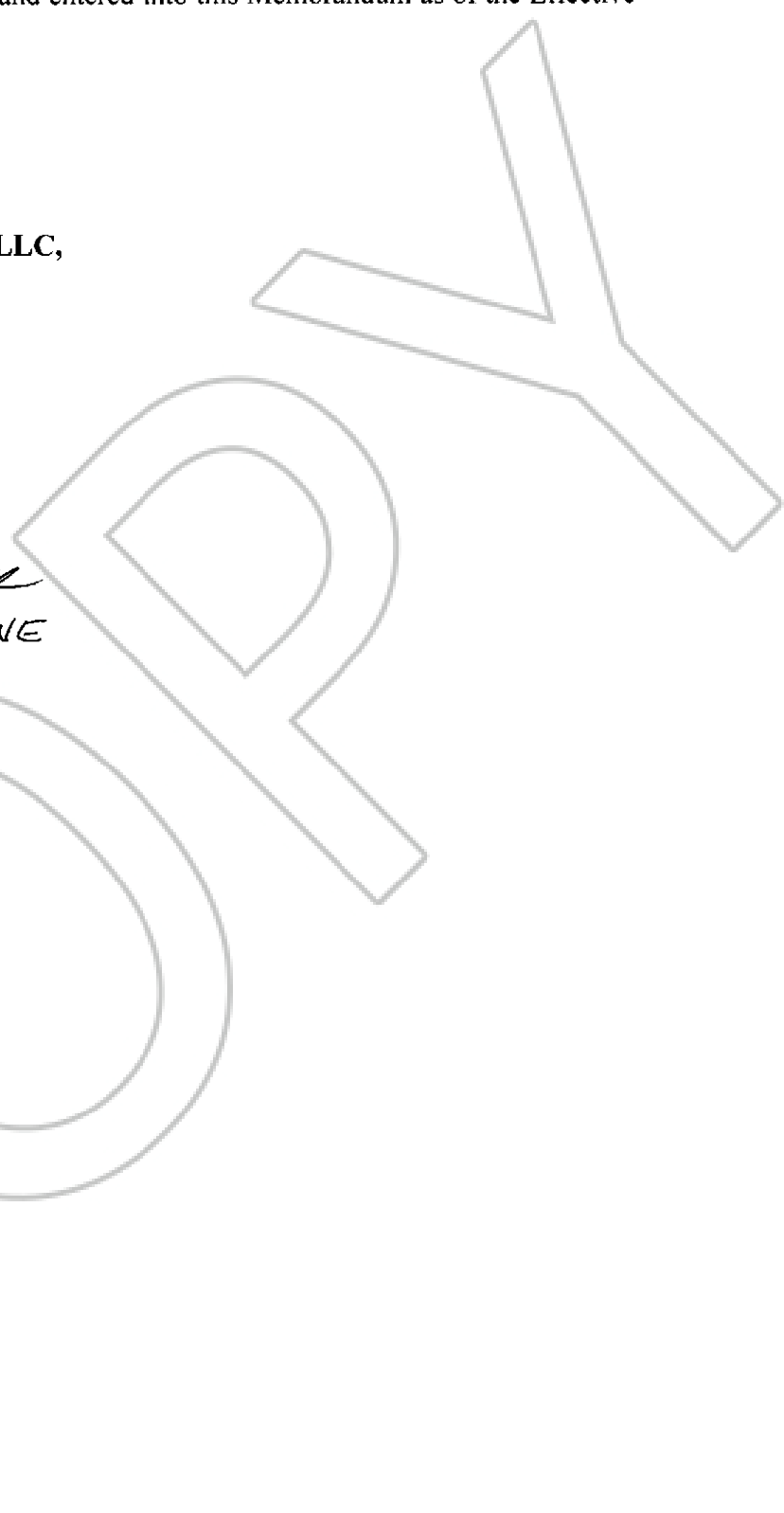
By: *Paul S. Greene*  
Name: *PAUL S. GREENE*  
Title: *MANAGER*

By: \_\_\_\_\_  
Name:  
Title:

**PURCHASER:**

**Soventix-Rachel, LLC,**  
a Delaware limited liability company

By: *[Signature]*  
Name: *Phillip Kleiman*  
Title: *Managing Director*

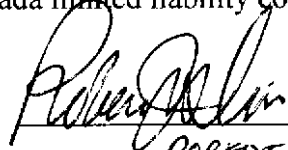




IN WITNESS WHEREOF, Seller and Purchaser, acting through their duly authorized representatives, have made and entered into this Memorandum as of the Effective Date.

**SELLER:**

**Lincoln Estate Investment Group, LLC,**  
a Nevada limited liability company

By:   
Name: ROBERT JOSLIN  
Title: MANAGER

By: \_\_\_\_\_

Name:

Title:

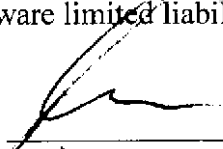
By: \_\_\_\_\_

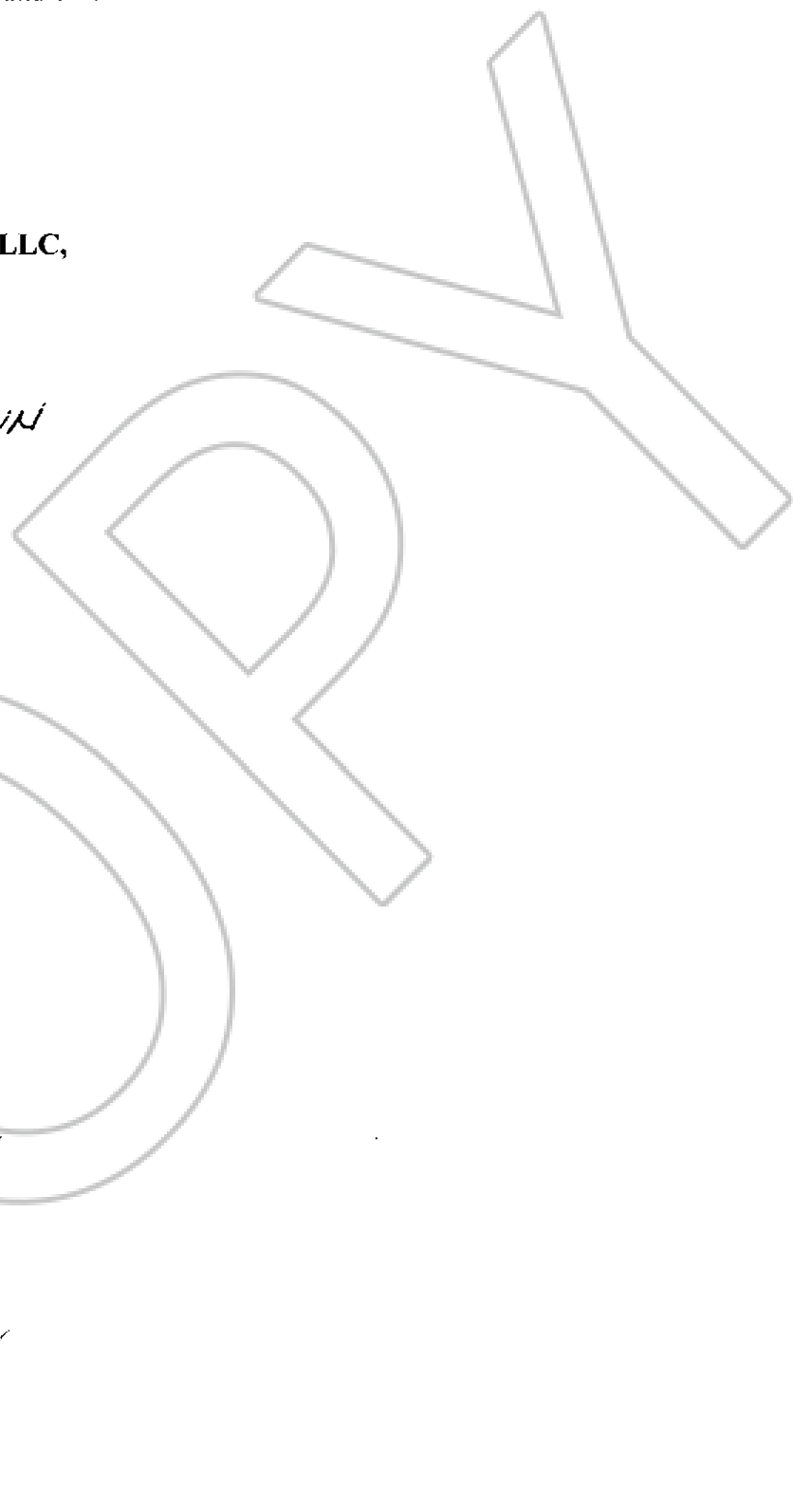
Name:

Title:

**PURCHASER:**

**Soventix-Rachel, LLC,**  
a Delaware limited liability company

By:   
Name: Philipp Klein  
Title: Managing Director



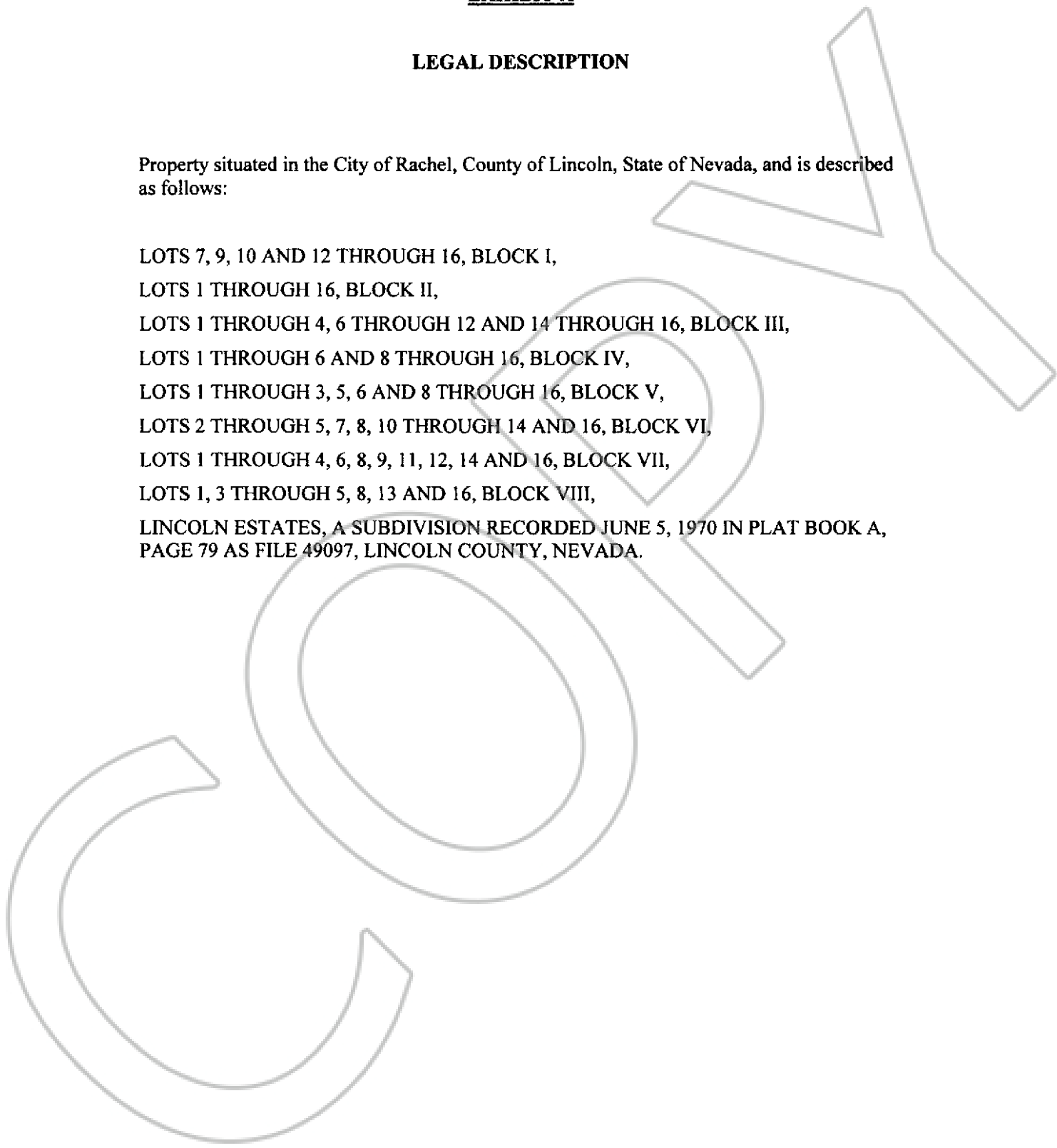


**EXHIBIT A**

**LEGAL DESCRIPTION**

Property situated in the City of Rachel, County of Lincoln, State of Nevada, and is described as follows:

LOTS 7, 9, 10 AND 12 THROUGH 16, BLOCK I,  
LOTS 1 THROUGH 16, BLOCK II,  
LOTS 1 THROUGH 4, 6 THROUGH 12 AND 14 THROUGH 16, BLOCK III,  
LOTS 1 THROUGH 6 AND 8 THROUGH 16, BLOCK IV,  
LOTS 1 THROUGH 3, 5, 6 AND 8 THROUGH 16, BLOCK V,  
LOTS 2 THROUGH 5, 7, 8, 10 THROUGH 14 AND 16, BLOCK VI,  
LOTS 1 THROUGH 4, 6, 8, 9, 11, 12, 14 AND 16, BLOCK VII,  
LOTS 1, 3 THROUGH 5, 8, 13 AND 16, BLOCK VIII,  
LINCOLN ESTATES, A SUBDIVISION RECORDED JUNE 5, 1970 IN PLAT BOOK A,  
PAGE 79 AS FILE 49097, LINCOLN COUNTY, NEVADA.





**ACKNOWLEDGEMENT OF SELLER**

STATE OF Nevada }  
COUNTY OF Clark } S.S

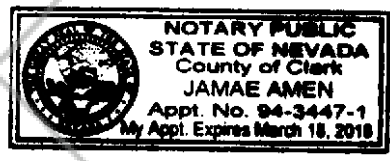
On March 12, 2015 before me,  
Jamae Amen,  
Notary Public, personally appeared,  
JANE PEDERSON

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Jamae Amen  
Print Name: Jamae Amen



(Notary Seal)

My commission expires: 03/18/2018



**ACKNOWLEDGEMENT OF SELLER**

STATE OF Nevada }  
COUNTY OF Clark } S.S

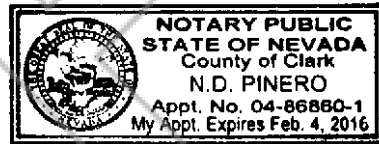
On March 16, 2015 before me,  
N.D. Pinero personally appeared,  
Notary Public, Gayle S. Greene

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NV that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]  
Print Name: N.D. Pinero



(Notary Seal)

My commission expires: 02/04/2016



**ACKNOWLEDGEMENT OF SELLER**

STATE OF Nevada }  
 } S.S.  
COUNTY OF Clark }

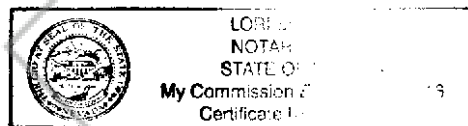
On March 12, 2015, \_\_\_\_\_ before me,  
Lori Sluzynski \_\_\_\_\_  
Notary Public, personally appeared,  
Robert Joslin

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

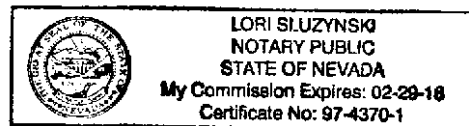
WITNESS my hand and official seal.

Signature: Lori Sluzynski  
Print Name: Lori Sluzynski



(Notary Seal)

My commission expires: 02-29-16







**ACKNOWLEDGEMENT OF PURCHASER**

STATE OF ARIZONA }  
COUNTY OF MARICOPA } S.S

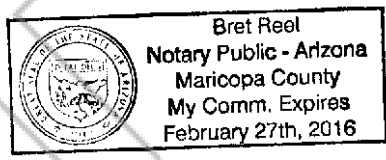
On APRIL 13<sup>TH</sup>, 2015 before me,  
BRET REEL PHILIPP KLEMM,  
Notary Public, personally appeared,

\_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of ARIZONA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]  
Print Name: BRET REEL



(Notary Seal)

My commission expires: 2/27/2016