

Official Record

Recording requested By
LINCOLN ESTATES INVESTMENT GROUP

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$52.00

Page 1 of 14

RPTT:

Recorded By: AE

Book- 309 Page- 0429



0150987

THIS INSTRUMENT DRAFTED BY
AND WHEN RECORDED RETURN
TO:

Soventix-Rachel, LLC
119 Spadina Ave. Suite 602
Toronto, ON M5V 2L1
Attn: Michael Kendon

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made, dated and effective as of *January 19*, 2017 (the "Effective Date"), between Lincoln Estates Investment Group, LLC, a Nevada limited liability company, and Soventix-Rachel, LLC, a Delaware limited liability company. Each of Grantor and Grantee are sometimes referred to in this Agreement as a "Party" or collectively as the "Parties."

RECITALS

A. Grantor owns certain real property located in the city of Rachel, Nevada, described on Exhibit A, attached hereto and by this reference made a part hereof (the "Premises").

B. The Parties entered into that Option Agreement dated as of December 10, 2014, as amended by the First Amendment to Option Agreement dated March 27, 2015 and the Second Amendment to Option Agreement dated February 17, 2016 (as amended, the "Option Agreement"), pursuant to which Grantee has the option to purchase from Grantor certain real property located in the city of Rachel, Nevada, adjacent to the Premises and described on Exhibit B, attached hereto and by this reference made a part hereof (the "Optioned Premises").

C. Grantee contemplates developing a solar electricity generating facility on the Optioned Premises (such facility, together with all related or ancillary facilities or improvements, is referred to herein as the "Solar Facilities").

D. Grantee desires to obtain certain non-exclusive easements and rights over that portion of the Premises described on Exhibit C, attached hereto and by this reference made a part hereof (the "Easement Premises"), and Grantor desires to grant such easements and rights, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual obligations and covenants of the Parties herein contained, the consideration set forth in Section 3, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto agree as follows:



1. **Grant of Easements.**

(a) **Access Easement.** Grantor hereby grants, conveys, transfers and warrants to Grantee a non-exclusive easement (“Access Easement”) on, over, under and across the Easement Premises, for vehicular and pedestrian ingress, egress and access to and from the Optioned Premises (including but not limited to for purposes of the installation, construction, operation, maintenance, repair, replacement, relocation, removal or inspection of the Solar Facilities, and any related roadways). Grantee may construct a gravel or road base within the Easement Premises.

(b) **Clearance Easement.** Grantor hereby grants, conveys, transfers and warrants to Grantee a non-exclusive easement and right (the “Clearance Easement”) to trim, cut down and remove all trees (whether natural or cultivated), brush, vegetation, and fire hazards now or hereafter existing in the Easement Premises.

(c) **Gen-Tie Distribution Line.** Grantor hereby grants, conveys, transfers and warrants to Grantee a non-exclusive easement and right (the “Gen-Tie Easement” and together with the Access Easement and Clearance Easement, sometimes herein called the “Easement”) to access, install (or have installed), and maintain (or have maintained) a distribution line and utility pole(s) for the purposes of interconnecting the Solar Facilities.

2. **Term.** This Agreement shall be for an initial term (the “Original Term”) commencing on the date, if ever, that Grantee delivers an exercise notice to Grantor pursuant to Section 5 of the Option Agreement, and continuing until the twentieth (20) anniversary of the Operations Date (as defined below). Grantee shall have the option, in its sole discretion, to extend and renew the term of this Agreement for up to four (4) periods of five (5) years each (each a “Renewal Term”). Grantee may exercise such options by written notice delivered to Grantor not later than thirty (30) days prior to the expiration of the Original Term or the then-existing Renewal Term, as applicable. As used herein, “Term” shall mean the Original Term and any Renewal Terms (as defined below). For purposes of this Agreement, “Operations Date” shall mean the date that Grantee’s Solar Facilities are installed on the Optioned Premises and begin selling and delivering electricity (other than test electricity). Notwithstanding anything to the contrary set forth in this Agreement, Lessee shall have the right to terminate this Agreement at any time, and without cause, effective upon thirty (30) days’ prior written notice to Grantor from Grantee.

3. **Consideration.** In consideration of the rights granted hereunder, Grantee shall pay Grantor one hundred dollars (\$100) on the Effective Date. In the event Grantee elects to extend the Term in accordance with Section 2, Grantee shall pay Grantor an additional one hundred dollars (\$100) together with each notice thereof.

4. **Grantor’s Representations, Warranties and Covenants.** Grantor hereby represents, warrants and covenants as follows:

(a) **Grantor’s Authority.** Grantor is the sole owner of the Premises, has good and marketable title to the Premises, and has the unrestricted right and authority to execute this Agreement and to grant Grantee the rights granted in this Agreement. Grantee shall have the right to quietly and peaceably hold, possess and enjoy the Easement for the Term of this Agreement,



without hindrance or molestation, and Grantor shall defend Grantee's right of use and occupancy to the same against the claims of all persons. When executed by Grantor, this Agreement constitutes a valid and binding agreement enforceable against Grantor in accordance with its terms.

(b) No Interference. Grantor shall not interfere with, and shall not allow any other party to interfere with, Grantee's use of the Optioned Premises or Easements Premises for the purposes described in this Agreement, or Grantee's rights under this Agreement.

(c) Liens. Except as disclosed in the official land title records office of the county in which the Premises is located (the "Records Office"), or as disclosed in writing by Grantor to Grantee prior to the Effective Date, Grantor's fee simple title to the Premises is free and clear of all liens, encumbrances, easements, leases, mortgages, deeds of trust, security interests, mineral, oil or gas rights, options to purchase, claims and disputes (collectively, "Liens"). Grantor shall fully cooperate with and assist Grantee in obtaining a subordination agreement, non-disturbance agreement or other appropriate agreement from each party holding a Lien that might interfere with Grantee's rights under this Agreement. A non-disturbance agreement is an agreement between Grantee and the holder of a Lien providing that the holder of the Lien shall not disturb Grantee's possession or rights under this Agreement or terminate this Agreement so long as Grantor is not entitled to terminate this Agreement under the provisions of this Agreement.

(d) Taxes and Assessments. Grantor shall pay all taxes, assessments, and other governmental charges that during the Term of this Agreement shall be levied, assessed or imposed upon, or arise in connection with, the Premises.

(e) Hazardous Material. Grantor shall indemnify, defend and hold harmless Grantee from and against any claims, liabilities, losses, expenses, damages, fines or penalties arising out of or related to the presence of any hazardous or toxic substance or material on, under or about the Premises on or after the Effective Date, except to the extent caused by Grantee.

5. Grantee's Representations. Warranties and Covenants. Grantee hereby represents, warrants and covenants as follows:

(a) Grantee's Authority. Grantee has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Grantee is authorized to do so. When executed by Grantee, this Agreement constitutes a valid and binding agreement enforceable against Grantee in accordance with its terms.

(b) Hazardous Material. Grantee shall indemnify, defend and hold harmless Grantor from and against any claims, liabilities, losses, expenses, damages, fines or penalties arising out of or related to the presence of any hazardous or toxic substance or material on, under or about the Premises to the extent caused by Grantee.

6. Default. If either Party (the "Defaulting Party") should fail to perform any of its obligations under this Agreement within thirty (30) days after the other Party gives the Defaulting Party written notice of such failure (the "Notice Party"), then the Notice Party shall have the right at its option and without further notice, but subject to the limitations set forth in the last sentence of this section to exercise any remedy available at law or equity, including, without limitation, a suit for specific performance of any obligations set forth in this Agreement or any appropriate



injunctive or other equitable relief, or for damages resulting from such default (including, without limitation, the cost of obtaining alternative easements. Both Parties agree that remedies at law may be inadequate to protect against any actual or threatened breach of this Agreement. In the event of any breach or threatened breach, either Party shall have the right to apply for the entry of an immediate order to restrain or enjoin the breach and otherwise specifically to enforce the provisions of this Agreement. Notwithstanding the foregoing, anything to the contrary contained in this Agreement, or any rights at law or in equity, in no event shall any default or breach of this Agreement, or any failure to perform any obligations under this Agreement, terminate, or entitle any Party to terminate, this Agreement or any Easement or right granted hereunder.

7. **Assignment.** Grantee shall have the right, without obtaining the consent of Grantor, to do any of the following with respect to all or any portion of the Premises: finance this Agreement; grant co-easements, separate easements, subeasements, licenses, leases, or similar rights (however denominated) to one or more persons or entities (an “Assignee”); or sell, convey, lease, assign, mortgage, encumber or transfer to one or more Assignees the Easement, or any or all right or interest in the Easement or in this Agreement. Grantee shall notify Grantor in writing of any such assignment and the name and address of any Assignee. The acquisition of all or any part of Grantee’s interest in the Premises, the Easement, this Agreement or the Solar Facilities by another person or entity, including, without limitation, pursuant to foreclosure, deed in lieu of foreclosure or otherwise, shall not require the consent of Grantor and Grantor shall recognize such person or entity as Grantee’s successor.

8. **Miscellaneous.**

(a) **Confidentiality.** To the fullest extent allowed by law, Grantor shall maintain in the strictest confidence, for the sole benefit of Grantee, all information pertaining to the financial terms of or payments under this Agreement, Grantee’s site or product design, methods of operation, methods of construction, power production or availability of the Solar Facilities, and the like, whether disclosed by Grantee or discovered by Grantor, unless such information either (i) is in the public domain by reason of prior publication through no act or omission of Grantor or its employees or agents, or (ii) was already known to Grantor at the time of disclosure and that Grantor is free to use or disclose without breach of any obligation to any person or entity. To the fullest extent permitted by law, Grantor shall not use such information for its own benefit, publish or otherwise disclose it to others, or permit its use by others for their benefit or to the detriment of Grantee. Notwithstanding the foregoing, Grantor may provide information as required or appropriate to attorneys, accountants, lenders, or third parties who may be assisting Grantor or with whom Grantor may be negotiating in connection with the Premises, Grantor’s financial or other planning, or as may be necessary to enforce this Agreement.

(b) **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon Grantor and Grantee and, to the extent provided in any assignment or other transfer under Section 7 hereof, any Assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them, and shall be deemed covenants running with the land and be binding upon the Premises. References to Grantee in this Agreement shall be deemed to include Assignees that hold a direct ownership interest in the Easement or this Agreement and actually are exercising rights under the Easement or this Agreement to the extent consistent with such interest.



(c) Recording of Agreement. The Parties shall cause the recordation of a duplicate original of this Agreement in the Official Records of Lincoln County, Nevada promptly after execution of this Agreement. Grantor hereby consents to the recordation of the interest of an Assignee in the Easement or this Agreement.

(d) Notices. All notices hereunder shall be in writing and delivered by hand, by facsimile, by reputable overnight delivery service, or by deposit in the U.S. Postal Service, registered or certified mail, return receipt requested, postage prepaid and addressed as set forth below. Any notice shall be effective upon delivery if delivered by hand, by facsimile, or by overnight delivery service; notice by the U.S. Postal Service shall be effective five (5) days after deposit in any authorized receptacle of the U.S. Postal Service. Any notice not in writing or not delivered in compliance herewith shall not be effective.

If to Grantor:

Lincoln Estates Investment Group, LLC
2705 Saint Clair Drive
Las Vegas, NV 89128-7296
Attn: Gayle S. Greene, Mgr.

If to Grantee:

Soventix-Rachel, LLC
1999 Harrison Street, Suite 830
Oakland, CA 94612
Attn: Legal Department

Either Party may change its address for purposes of this section by giving written notice of such change to the other Party in the manner provided in this section.

(e) Entire Agreement, Amendments. This Agreement constitutes the entire agreement between Grantor and Grantee respecting its subject matter. This Agreement shall not be modified or amended except in a writing signed by both Parties. Grantor shall cooperate with Grantee in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee for the purpose of implementing the provisions contained in this Agreement or for the purpose of preserving the security interest of, or satisfying the request of, any Assignee or holder ("Easement Mortgagee") of any mortgage, deed of trust or other security interest in this Agreement or any Solar Facilities.

(f) Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Premises is located. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, they agree that such dispute shall be resolved in the state courts located in the county in which the Premises is situated. The Parties agree that any rule of construction to the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. The prevailing Party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing Party.

(g) Partial Invalidity. Should any provision of this Agreement be held, in a final and un-appealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the Parties agree that in



no event shall the Term of this Agreement be longer than, respectively, the longest period permitted by applicable law.

(h) Estoppel Certificates. Grantor shall execute such estoppel certificates (certifying as to such matters as Grantee may reasonably request, including, without limitation, that no default then exists under this Agreement, if such be the case) and/or consents to assignment (whether or not such consent is actually required) and/or non-disturbance agreements as Grantee, any Assignee or Easement Mortgagee may reasonably request from time to time. At Grantee's option, such certificates, consents and agreements may be recorded in the Recording Office and Grantor consents to such recording.

(i) Counterparts. This Agreement, and any amendment hereto, may be executed in any number of counterparts and by each Party on separate counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

GRANTOR

Lincoln Estates Investment Group, LLC

By: *Jo Ann Pederson*
Name: Jo Ann Pederson
Title: Manager

By: *Gayle S. Greene*
Name: Gayle S. Greene
Title: Manager

By: *Robert F. Joslin*
Name: Robert F. Joslin
Title: Manager

GRANTEE

Soventix-Rachel, LLC

By: *Michael Kowden*
Name: MICHAEL KOWDEN
Title: AUTHORIZED SIGNATORY



EXHIBIT A

Premises

Real property in the City of the Rachel, County of Lincoln, State of Nevada, described as follows:

- Lots 1 through 32, Block 1, Unit #3 (APN 010-131-01)
- Lots 1 through 32, Block 2, Unit #3 (APN 010-121-01)
- Lots 1 through 32, Block 3, Unit #3 (APN 010-093-01)
- Lots 1 through 32, Block 4, Unit #3 (APN 010-094-01)
- Lots 1 through 16, Block 5, Unit #3 (APN 010-081-01)
- Lots 1 through 16, Block 6, Unit #3 (APN 010-082-01)
- Lots 1 through 16, Block 7, Unit #3 (APN 010-134-01)
- Lots 1 through 16, Block 8, Unit #3 (APN 010-124-01)
- Lots 1 through 32, Block 9, Unit #3 (APN 010-101-01)
- Lots 1 through 32, Block 10, Unit #3 (APN 010-102-01)
- Lots 1 through 32, Block 11, Unit #3 (APN 010-103-01)
- Lots 1 through 32, Block 12, Unit #3 (APN 010-104-01)
- Lots 1 through 36, Blocks 1 through 8, Unit #4
- Lots 1 through 8, Block 9, Unit #4
- Lots 1 through 28, Blocks 11 through 16, Unit #4

LINCOLN ESTATES, A SUBDIVISION RECORDED JUNE 5, 1970 IN PLAT BOOK A, PAGE 79 AS FILE 49097, LINCOLN COUNTY, NEVADA.



EXHIBIT B

Optioned Premises

Real Property located in the City of Rachel, County of Lincoln, State of Nevada, more particularly described as follows:

- Lots 1 through 32, Block 3, Unit #3 (APN 010-093-01)
- Lots 1 through 32, Block 4, Unit #3 (APN 010-094-01)
- Lots 1 through 16, Block 5, Unit #3 (APN 010-081-01)
- Lots 1 through 16, Block 6, Unit #3 (APN 010-082-01)

LINCOLN ESTATES, A SUBDIVISION RECORDED JUNE 5, 1970 IN PLAT BOOK A, PAGE 79 AS FILE 49097, LINCOLN COUNTY, NEVADA.

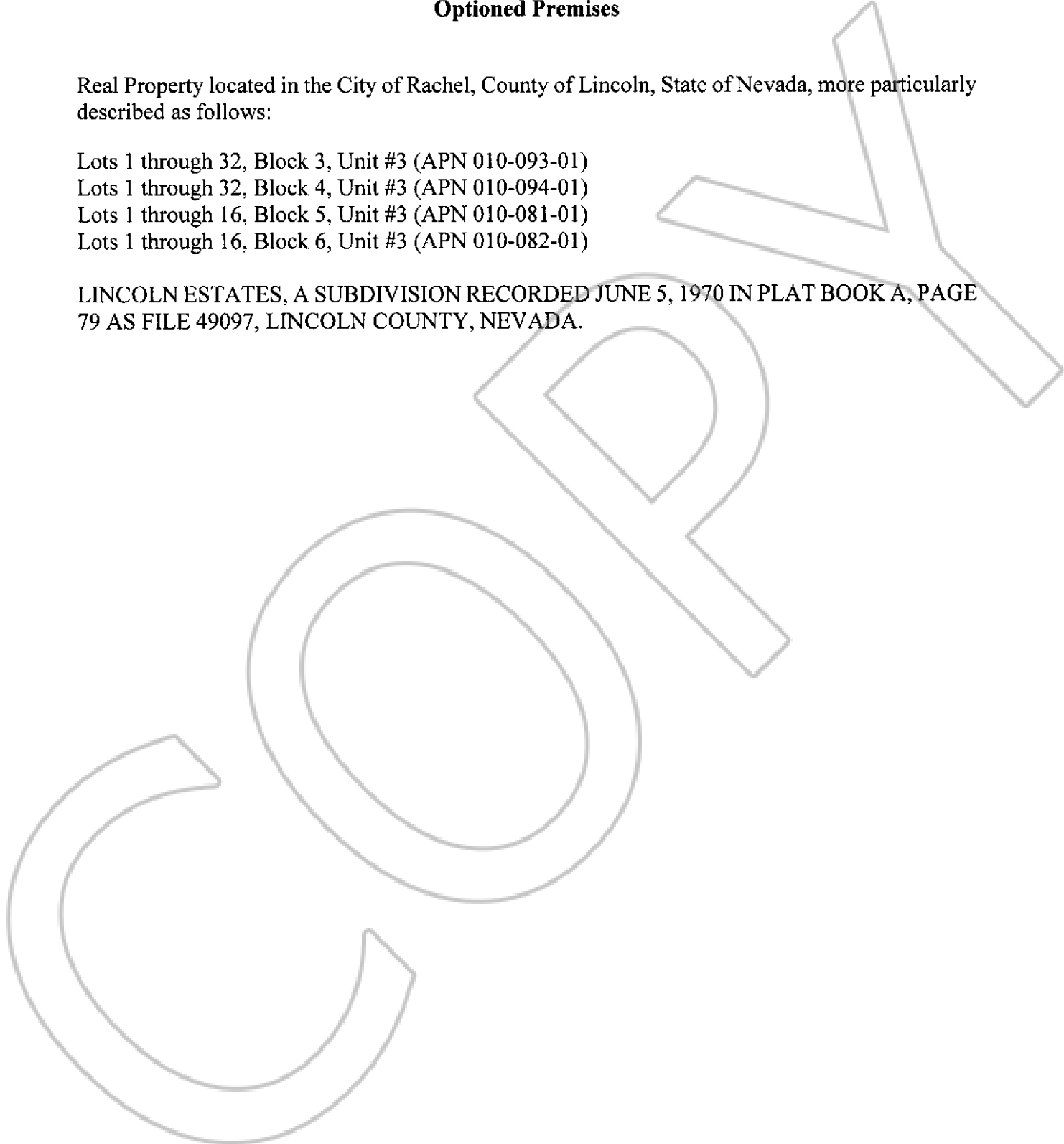




EXHIBIT C

Easement Premises

Gen-Tie Easement

An easement as more fully defined in this document on, over, under and across the following portion of the following lots and as shown on the following page:

The southern 15 feet of Lots 31 and 32, Block 9 (APN 010-101-01)

The southern 15 feet of Lots 31 and 32, Block 10 (APN 010-102-01)

The southern 15 feet of Lots 31 and 32, Block 11 (APN 010-103-01)

The southern 15 feet of Lots 31 and 32, Block 12 (APN 010-104-01)

The eastern 15 feet of *even numbered* Lots 2 through 32, Block 12 (APN 010-104-01)

LINCOLN ESTATES, A SUBDIVISION RECORDED JUNE 5, 1970 IN PLAT BOOK A, PAGE 79 AS FILE 49097, LINCOLN COUNTY, NEVADA.

Access Easement

An easement as more fully defined in this document on, over, along, and across Penoyer Drive to the north of Lots 1 and 2, Blocks 1 through 8, Unit #4, as shown on the following page.

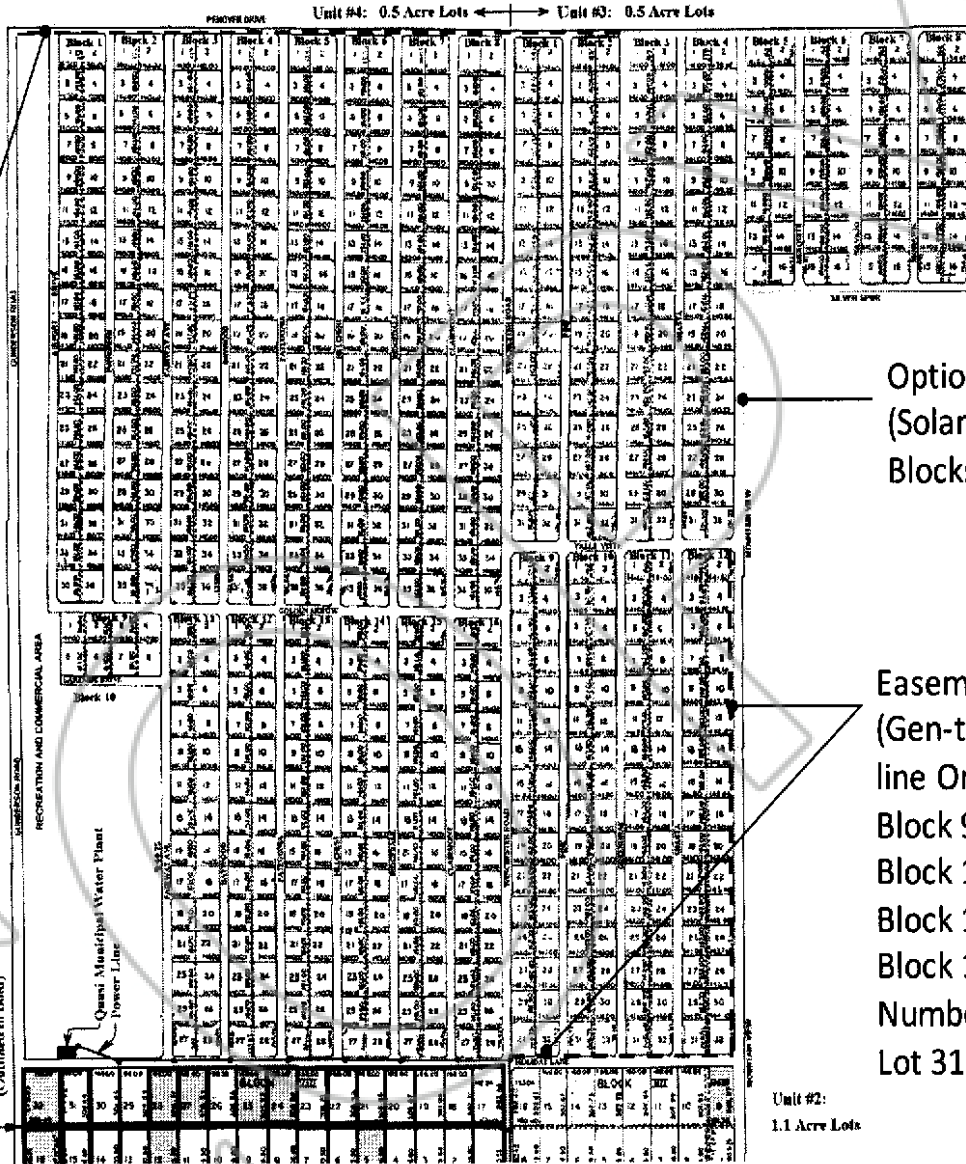
LINCOLN ESTATES, A SUBDIVISION RECORDED JUNE 5, 1970 IN PLAT BOOK A, PAGE 79 AS FILE 49097, LINCOLN COUNTY, NEVADA.



EXHIBIT C

Easement Premises (continued)

Access Easement



Option to Purchase
(Solar Array Only)
Blocks 3,4,5&6

Easement
(Gen-tie Distribution
line Only)
Block 9 Lots 31 & 32
Block 10 Lots 31 & 32
Block 11 Lots 31 & 32
Block 12 All Even
Numbered Lots 2-32 &
Lot 31

Unit #2:
1.1 Acre Lots



Notary Page for Grantee:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

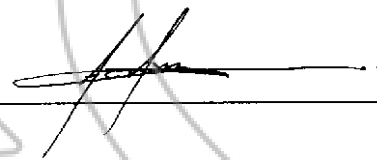
State of NEVADA)

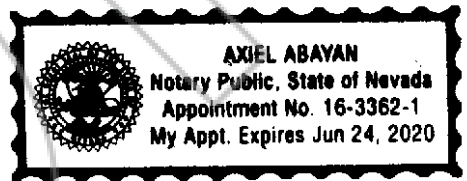
County of CLARK)

On 23rd DAY OF JANUARY 2017 before me, AXIEL ABAYAN
(here insert name and title of the officer), personally appeared
GAYLE S. GREENE (name(s) of signer(s)), 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 NEVADA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





Notary Page for Grantor:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of NEVADA)

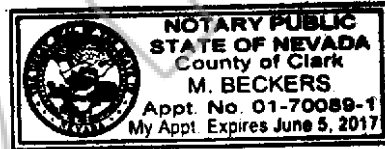
County of CLARK)

On JAN. 19, 2017 before me, M. Beckers
(here insert name and title of the officer), personally appeared
JO ANN PEDERSON (name(s) of signer(s)), 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 M. Beckers (Seal)





Notary Page for Grantee:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Nevada)

County of Clark)

On January 25, 2017 before me, Lori Sluzynski
Notary (here insert name and title of the officer), personally appeared
Robert F Joslin (name(s) of signer(s)), 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 Nevada that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature L Sluzynski (Seal)

