

THIS SPACE PROVIDED FOR RECORDER'S USE
WHEN RECORDED RETURN TO:

Bitcointopia inc
4160 South Pecos Road
Las Vegas, Nevada, 89121
CITY PLAN AGREEMENT

This CITY PLAN AGREEMENT made this June 01, 2018, by and between Bitcointopia Inc of 4160 South Pecos Road, Las Vegas, Nevada 89121 hereinafter referred to as 'Assignor', and Land Owner of _____, _____, _____ hereinafter referred to as 'Assignee', in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, witnesseth:

WHEREAS, Assignor entered into a Contract, included as an attachment to this Agreement, namely City Plan hereinafter referred to as Contract with Bitcoin Inc, hereinafter 'Obligor';

WHEREAS, the Contract has an expiration date of June 30, 2023 as may be extended as permitted therein;

WHEREAS, Assignor wishes to assign all of its rights and obligations under the Contract to Assignee; and

WHEREAS, the Contract requires the prior consent of the Obligor;

WHEREAS, the necessary consent was obtained on June 01, 2018 by written consent of the Obligor and a copy of the consent is attached to this Agreement

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignor and Assignee hereby agree that the Assignor shall assign all its right, title, and interest, and delegate all its obligations responsibilities and duties, in and to the Contract, to Assignee.
2. Assignee hereby accepts the assignment of all of Assignors obligations responsibilities and duties under the Contract and all of Assignors right, title and interest in and to the Contract including the property annual taxes after a 5 year opportunity grace period, hearby agreeing to

pay the taxes no later than 90 days after 5 years from signing of this agreement. Assignee agrees that Assignor will pay the annual taxes no later than 90 days after the first 5 years of this agreement if annual taxes are not paid by the land owner and/or Assignee. Bitcointopia inc and the Assignor has the responsibility to maintain the property within the Bitcointopia Expansion Project and becomes a defacto land manager of the property until taxes are paid. If the land owner doesn't pay the

required annual taxes under the Assignee agreement in this contract, Bitcointopia inc reserves the right to nullify this Agreement and bring arbitration to reclaim the unmaintained property. Assignee hereby agrees to the Bitcointopia Expansion Project outline & the Bitcointopia City Plan, which

provides the Land Owner city utilities including Electricity, Water, Sewage, Internet & Trash Removal services to the land owner. Assignee hereby agrees to allow Bitcointopia inc & it's subsidiary divisions to legally enter the property to maintain & repair any equipment provided by Bitcointopia inc to the land owner including all public utilities equipment, materials and city service connections to buildings, property or underlying infrastructure. Assignor agrees to pay the first 5 years of annual land taxes for all Bitcointopia Expansion Project properties and provide needed city services under the City Plan Agreement to the land owner & Assignee with the contingency that the taxes be paid, if the Assignee does not agree to this plan after 5 years, the Assignee has the right to nullify this agreement and forfeit the right to provided City Utilities & Services maintained by Bitcointopia inc.

Assignor agrees to the following stipulations.

1. Be responsible for the design and installation of the project, and the conduct and activities of its staff, agents, and representatives.
2. Provide the Landowner with a timeline of estimated dates of Project activities, including start and completion dates, and to keep the Landowner informed of progress.
3. Conduct the project-related activities described in the Project Description, as appended to this agreement.
4. Leave all remaining portions of the property in as near pre-project condition as reasonable, or as otherwise agreed upon in writing with Landowner.
5. Inform Landowner of project completion and the dates for this Agreement.
6. Hold harmless the landowner from any liability associated from injuries or damages occurring to workers implementing the project.
7. Identify the specific maintenance and/or monitoring activities that will be provided by Assignor.

Assignee agrees to the following stipulations.

1. Provide reasonable property access to the Assignor to plan, implement, and complete the project, and to conduct the long-term maintenance and monitoring activities, as described in the Project Description attached to this agreement.

2. Provide the Assignor, or their employees, agents, representatives, contractors, or assignees, the right to enter the land, at reasonable times, and upon reasonable notice. Entry is solely for project implementation and management purposes, to inspect completed work and to monitor long-term success of the completed project. Except in case of emergency, reasonable notice shall be given at least 48 hours before entry.

3. Not intentionally compromise the integrity of the project;

4. Inform Assignor of all known safety hazards on the property;

5. Identify the specific maintenance and/or monitoring activities that will be provided by Landowner. The Landowner shall notify the Assignor of changes in ownership of the property on which the Project is located within thirty (30) days of transfer. In the event of such transfer of ownership, the

Landowner shall provide a copy of this Agreement to the succeeding owner prior to such transfer. The Landowner's written notification to the Assignor will include the name of the new landowner. The sponsor then will contact the new landowner to determine whether or not the landowner

agrees to continue the landowner's specific maintenance, monitoring, and reporting responsibilities, and to not intentionally compromise the integrity of the project. If the new landowner agrees, please provide a copy of the new landowner-signed statement to continue the landowner's

monitoring, maintenance, and reporting responsibilities. To comply with Executive Order 05-05, Archaeological and Cultural Resources, Grantees may have to complete a cultural resources survey in response to any cultural resources concerns that

might arise. Assignor will notify the landowner if a consultation is required. If required, consultations must be completed before construction begins. This Agreement does not authorize the Assignor to assume jurisdiction over, or any ownership

interest in, the premises unless annual taxes after the 5 year grace period is over are paid by land owner. If property is visibly abandoned or not maintained Bitcointopia inc will act as a property manager and maintain the property until annual taxes are paid by the land owner. The Landowner retains sole responsibility for taxes after 5 years & agrees to take payment responsibility for all assessments, damage claims, and controlling trespass. The Landowner also retains all benefits and enjoyment of the rights of ownership except as are specifically provided in this agreement.

3. Notwithstanding the foregoing, Assignor agrees to defend and indemnify the Obligor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys fees and other costs of defense and damages, resulting from Assignors performance prior to the assignment of the contract and resulting from Assignees performance after the assignment of the Contract, provided however, that after the assignment of the Contract the State shall first look to

Assignee to satisfy all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys fees and other costs of defense and damages resulting from Assignees performance.

4. Assignee agrees to indemnify the Obligor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys fees and other costs of defense and damages, resulting from Assignees performance after the assignment of the Contract.

5. Obligor in providing its consent to this Assignment, does not release Assignor from any claims or remedies it may have against Assignor under the Contract.

6. This Agreement is governed by the laws of the state of Nevada, without regard to Nevada's conflict or choice of law provisions, and both parties expressly consent to jurisdiction in such courts.

IN WITNESS WHEREOF, the parties set their hands and seals as of the date first above written.

Bitcoinopia Inc Land Owner

STATE OF NEVADA, ss: COUNTY OF ELKO, ss:

This Assignment of Land Contract was acknowledged before me on this ____ day of _____, ____ by _____, who, being first duly sworn on oath according to law, deposes and says that he/she has read the foregoing Assignment of Land Contract subscribed by him/her, and that the matters stated herein are true to the best of his/her information, knowledge and belief.

Notary Public

Title (and Rank)

My commission expires _____