

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

SPACE ABOVE THIS LINE FOR RECORDER'S USE _____

GEOTHERMAL LEASE AND AGREEMENT

THIS GEOTHERMAL LEASE AND AGREEMENT, (herein sometimes referred to as "Lease" made and entered as of the ____ day of _____, 2021 by and between _____ hereinafter referred to as "Lessor", whether one or more, and **GeoVolt Power Corporation, a Utah Corporation**, hereinafter referred to as "Lessee";

WITNESSETH:

1. That Lessor, for and in consideration of Ten Dollars (\$10.00) in hand paid to Lessor by Lessee, the rentals provided for hereinafter, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the covenants and agreements hereinafter contained, to be kept and performed, Lessor has granted, leased, let and demised and by these presents does grant, lease, let and demise exclusively to Lessee, its grantees, successors and assigns, upon and subject to the terms and conditions hereinafter set forth, all that certain land situated in the County of _____, State of Idaho, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Leased Land"), including all accretions thereto and all lakes, rivers, streams, canals, waterways, dikes, roads, streets, alleys, easements and rights of way, above, on, under, within, or adjoining the lands above described and including all strips or parcels of land contiguous, adjacent to or adjoining the above described land, and owned or claimed by Lessor. This Lease shall cover all the interest in the Leased Land now owned or hereafter acquired by Lessor. For the purpose of calculation and payments based on acreage, Lessee, at Lessee's option, may act as if the Leased Land

and its constituent parcels contain the acreage described in Exhibit "A", whether they actually contain more or less.

By the use of such methods as Lessee may desire, Lessee, and its designated representatives, shall have the sole and exclusive right to investigate, explore for, drill for, test, develop, operate, produce, extract, take, remove or sell Hot Water, Steam and Thermal Energy and all other types of Extractable Minerals upon and from the Leased Land, and to store, utilize, process, convert and otherwise treat such Hot Water, Steam and Thermal Energy upon the Leased Land, and to extract all other types of Extractable Minerals during the term hereof and to transport same from the Leased Land, and to inject or reinject in the leased land effluents from wells located on the Leased Land or on lands in the vicinity thereof; or inject water, gas or other fluid or substances by artificial means into formations containing Hot Water, Steam or Thermal Energy, with the right of entry on the Leased Land and use and occupancy thereof at all times for said purposes and the furtherance thereof, including the right to construct, use and maintain thereon roads, ponds, pipelines, utility lines, power and transmission lines, plants structures, facilities and installations and to remove the same. Further, the Lessee, its designated representatives and anyone purchasing Leased Substances (as hereinafter defined) from Lessee is hereby granted the use of the roads and ponds on the Leased Land, together with such rights of way and easements across said land, for the construction of such roads, ponds, pipelines, utility lines, power and transmission lines, plants, structures, facilities and installations as are necessary or convenient for the exploration, drilling, testing, operation, production, development, extraction, taking, processing, conversion, removal, sales and transportation of Leased Substances and/or Geothermal Resources (as hereinafter defined) on the Leased Land or other lands in the vicinity thereof whether or not the development of such other lands is necessary or useful for the development of the Leased Land. In the event this Lease should terminate with respect to a portion of the Leased Land and/or with respect to a portion of the rights granted Lessee, it shall nevertheless continue in full force and effect to those roads, ponds, pipelines, utility lines, power and transmission lines, plants, structures, facilities and installations, as well as any rights of way and any easements appurtenant thereto that are being used from time to time when such termination occurs and shall continue in effect so long as such roads, ponds, pipelines, utility lines, power and transmission lines, plants, structures, facilities, installations, rights of way and easements or any of them continue to be used from time to time for the purposes above described or for the production and utilization of Geothermal Resources from lands in the vicinity thereof by Lessee, its designated representatives, or anyone who has purchased, or is purchasing, leased substances from Lessee, their successors and assigns. The possession by Lessee of the Leased Land shall be sole and exclusive for the purposes hereof and for purposes incident or related thereto, except that Lessor reserves the right to use and occupy said land or to lease or otherwise deal with the same for mining or utilization of minerals other than Leased

Substances or for the extraction of oil, natural hydrocarbon gas and other hydrocarbon substances, including but not limited to helium, lithium, carbon dioxide, or other Commercial gases or liquids, or for any and all uses other than the use and rights permitted to Lessee hereunder, provided that such use and occupancy does not interfere with Lessee's rights hereunder. Lessee agrees to conduct its activities in a manner which will not unreasonably interfere with the rights reserved to Lessor.

2. This Lease shall be for a term of ten (10) years from and after the date hereof (hereinafter referred to as the "Primary Term") and so long thereafter as leased substances, or any of them, are derived or produced in Commercial quantities from the Leased Land or lands pooled, unitized or combined therewith, and for so long as Lessee is prevented from producing same, or the obligations of Lessee hereunder are suspended, for the causes hereinafter set forth, or this Lease is continued in force by reason of any other provision hereof.

If at the expiration of the Primary Term, Lessee has not completed one or more wells on the Leased Land or lands pooled, unitized or combined therewith, which well or wells separately or collectively are either producing, or capable of producing, Hot Water, Steam or Thermal Energy of Sufficient Power Potential or Extractable Minerals in Commercial quantities, but Lessee is then engaged in operations for drilling, reworking, recompleting, redrilling or enhancement of any well on the Leased Land or lands pooled, unitized or combined therewith, this Lease shall remain in force so long as drilling, reworking, recompleting, redrilling or enhancement operations are prosecuted (whether on the same or different wells) on the Leased Land or lands pooled, unitized or combined therewith with no cessation of such operations for more than six (6) months, and if such operations result in production or the establishment to the satisfaction of the lessee of the existence of Sufficient Power Potential or Extractable Minerals in Commercial quantities, such well or wells will be deemed to have been completed and such existence is established during the Primary Term of this Lease.

3. It is understood and agreed that the initial consideration of **six dollars and zero cents (\$6.00) per acre** paid within thirty (30) days of the execution hereof, covers both the rental in full hereunder for a period of one (1) year from the date of this Lease and for all other rights conferred hereunder. Thereafter, for **years two (2) through five (5)** of this Lease, on or before each succeeding anniversary date, Lessee shall pay or tender to Lessor an annual rental in the amount of **two dollars and zero cents (\$2.00) per acre**, which shall constitute rental until the next anniversary date hereof. For years **six (6) through ten (10)** of the Lease (or in continuation as described below), on or before each succeeding anniversary date, Lessee shall pay or tender to Lessor an annual rental in the amount of **three dollars and zero cents (\$3.00) per acre**, until such time as from the drilling of a well or wells on the Leased Land, or lands pooled, unitized or combined therewith,

there has been established to the satisfaction of the Lessee the existence of Sufficient Power Potential or Extractable Minerals in Commercial quantities. Upon such establishing as aforesaid, Lessee may nevertheless continue to pay or tender annual rental payments on or before each anniversary date, until Lessee has commenced the actual sale of one or more leased substances, and so long as such annual rental payments to be paid or tendered, whether beyond the primary term or not, this Lease shall remain in force and effect. All payments so paid or tendered after the expiration of said primary term shall be deemed advance royalties. Lessee shall have the right to reimburse itself for any such payments of one-half (1/2) of any royalties which shall thereafter become payable hereunder. So long as such payments are paid or tendered each well or wells shall be deemed to be actually producing one or more leased substances in Commercial quantities under the terms hereof; provided, however, that if within five (5) years after the date of expiration of the Primary Term hereof Lessee shall have failed to make, or make arrangements for (by executed contract or contracts) a bona fide commercial sale of one or more leased substances (or electric energy generated therefrom) than Lessor, at its option, may consider Lessee in default hereunder. Additionally, should Lessee fail to make any annual payment herein provided for on or before a particular anniversary date, Lessor may, at its option, consider Lessee in default hereunder.

4. Royalties shall be payable as follows:

(a) With respect to Hot Water, Steam or Thermal Energy produced, **saved and sold** by Lessee and then used by the purchaser for the generation of electric power, Lessee shall pay to Lessor as royalty **two percent (2%) during years one (1) through five (5), and three percent (3%) during years six (6) through ten (10)** of the market value of such Hot Water, Steam or Thermal Energy produced from the Leased Land at and as of the point of origin on the Leased Land, which market value shall be deemed to be the **gross proceeds** received by Lessee from such sale at the point of origin on the Leased Land, unless the sale occurs at a location other than the point of origin on the Leased Land, in which case the market value shall be deemed to be the gross proceeds received by Lessee from such sale less all costs and expenses of processing and transportation between the point of origin on the Leased Land and the point of sale.

(b) With respect to Hot Water, Steam or Thermal Energy produced (collectively to be referred to as "Energy Produced"), **saved and used** for the generation of electric power which is then sold by Lessee, Lessee shall pay to Lessor as royalty **two percent (2%) during years one (1) through five (5), and three percent (3%) during years six (6) through ten (10)** of the **gross proceeds** from the sale of Energy Produced from the Leased Land, at and as of the point of origin on the Leased Land in accordance with the definition of gross proceeds from the sale of Energy Produced as defined in paragraph 19, subparagraph (h).

(c) With respect to Energy Produced, saved and sold by Lessee and which is used for **any purpose other than the generation of electric power**, Lessee shall pay to Lessor as royalty **two percent (2%) during years one (1) through five (5), and three percent (3%) during years six (6) through ten (10)** of the **gross proceeds** received by Lessee from the sale of Energy Produced, as such, produced from the Leased Land at and as of the point of origin on the Leased Land.

With respect to **Extractable Minerals**, Lessee shall pay as royalty to Lessor **three percent (3%)** of the **net proceeds** received by Lessee from the sale of any gases (as herein defined) and from the sale of effluence (containing minerals and/or minerals in solution) produced and sold from any well or wells on the Leased Land, or, in the event Lessee extracts from the effluence minerals and/or minerals in solution, **three percent (3%)** of the **net proceeds** received by Lessee from the sale of minerals and/or minerals in solution contained in and extracted from the effluence produced and sold from such well or wells less costs of transportation and extraction. If Lessee consumes Leased Substances or electric power generated therefrom, by either use or exchange, for purposes other than its operations on or with respect to the Leased Land, then such Leased Substances or electric power generated therefrom shall be deemed sold for royalty purposes and the above-described royalty shall be paid on the same value basis as if such Leased substances or electric power generated therefrom had been sold by Lessee at the time of production under Lessee's then existing sales contract.

Lessee shall pay to Lessor on or before the twenty-fifth day of each month the royalties accrued and payable for the preceding calendar month, or on or before the twenty-fifth day of the month next following that in which Lessee receives payment therefor from the purchaser thereof, whichever method may be chosen by Lessee from time to time, and in making such royalty payments Lessee shall deliver to Lessor statements setting forth the basis for computation and determination of such royalty.

Lessee shall not be required to account to Lessor for or to pay any royalty on Hot Water, Steam, Thermal Energy or Extractable Minerals produced by Lessee on the Leased Land which is not utilized, saved and sold, or which is used by Lessee in its operations on or with respect to the Leased Land for or in connection with the developing, recovering, producing, extracting and/or processing of Hot Water, Steam, Thermal Energy and/or minerals in solution or in facilities for the generation of electric power, or which are unavoidably lost.

Lessee shall have the right from time to time and at any time to commingle (for purposes of storing, transporting, utilizing, selling and processing, or any of them)

the Leased Substances, or any of them, that are produced or extracted from the Leased Land or lands pooled, unitized or combined therewith, with Geothermal Resources, or any of them, produced from other lands or units in the vicinity of the Leased Land, and in the event of such commingling, Lessee shall meter, gauge, or measure the production from the leased land, or from the unit or units, including leased and other units or lands, as the case may be, and compute and pay Lessor's royalty payable under the provisions hereof on the basis of such production so determined or allocated, as the case may be.

5. Lessee shall have the right to drill such well or wells on the Leased Land as Lessee may deem desirable, including wells for injection or reinjection purposes, and shall have the further right to dispose in any such wells waste brine, water and other substances, waste products from a well or wells, power plants or other facilities, located on the leased lands or from wells, power plants or other facilities located in the vicinity of the Leased Lands. Lessee shall further have the right for testing purposes, to freely transfer leased Substances and Geothermal Resources over and across the Leased Lands and to inject such leased Substances and Geothermal Resources into a well or wells located on the Leased Lands.

6. Lessee may, at any time or from time to time, as a recurring right for drilling, development, production or operating purposes, pool, unitize or combine all or any part of the Leased Land into a unit with any other land or lands or lease or leases (whether held by Lessee or others) adjacent, adjoining or in the immediate vicinity of the Leased Land which Lessee desires to develop or operate as a unit, provided that the total acreage to be embraced within any such drilling, development, production, or operating unit shall not exceed three thousand (3,000) acres, plus an acreage tolerance of ten percent (10%), except that a larger unit may be created to conform to State or Federal regulations. Such unit shall be deemed created either upon Lessee recording in the office of the county recorder in the county in which the Leased Land is situated a written declaration of such unit or upon Lessee giving written notice of such unit to Lessor. Any well (whether or not Lessee's well) commenced, drilled, drilling and/or producing or being capable of producing in any part of such unit shall for all purposes of this Lease be deemed a well commenced, drilled, drilling and/or producing on the Leased Land, and Lessee shall have the same rights and obligations with respect thereto and to drilling and producing operations upon the lands from time to time included within any such unit as Lessee would have if such lands constituted the Leased Land; provided, however, that notwithstanding this or any other provision or provisions of this Lease to the contrary:

(a) production as to which royalty is payable from any such well or wells drilled upon any such unit, whether located upon the leased land or other lands, shall be allocated to the leased land in the proportion that the surface acreage

of the leased land in such unit bears to the total surface acreage of such unit, and such allocated portion thereof shall for all purposes of this Lease be considered as having been produced from the leased land and the royalty payable under this Lease with respect to the leased land included in such unit shall be payable only upon that proportion of such production so allocated thereto, and

(b) If any taxes of any kind are levied or assessed (other than taxes on the land and on Lessor's improvements), any portion of which is chargeable to Lessor under Paragraph 14 hereof, then the share of such taxes to be borne by Lessor as provided in the Lease, shall be in proportion to the share of the production from such unit allocated to the Leased Land.

Allocation of unit production whether to the Leased Land or to other lands therein, shall continue after any termination of all or any part of this or any other lease covering lands in the unit until any exploration, drilling, remedial drilling or production operations are begun on the lands so terminated, or until contracts regarding any such operations are entered into, whereupon all such terminated lands shall be excluded in the production to be allocated to the respective lands in such unit. In the event of the failure of Lessor's, or any other owner's, title as to any portion of the land included in any such unit, such portion of such land shall likewise be excluded in allocating production from such unit, provided, however, Lessee shall not be held to account for any production allocated to any lands excluded from any such operating unit unless and until Lessee has actual knowledge of the circumstances requiring such exclusion. Any exclusion shall be deemed effective the first day of the month next following the date upon which such exclusion becomes finally established.

Lessee may, at its sole option, at any time when there is no Commercial production in such unit, terminate, enlarge or diminish such unit either by Lessee recording in the office of the county recorder in the county in which the Leased Land is situated a written declaration thereof, or by Lessee giving written notice thereof to Lessor.

7. No well shall be drilled within two hundred (200) feet of any residence or one hundred (100) feet of any barn now on Leased Land without Lessor's consent. Lessee shall have free use of water from the Leased Land for all operations thereon, in the vicinity thereof, or on land or lands pooled, unitized or combined therewith, provided that such free use shall not interfere with Lessor's own use for domestic, commercial, stock or agricultural purposes, nor interfere with any contractual commitments of Lessor relating thereto and existing on the date hereof. Lessee shall not be entitled to free use of any water, which has been or is being purchased by Lessor.

Lessee agrees, upon written request of Lessor, to fence all excavations (excluding sumps and setting ponds), and, upon the termination of the Lease, Lessee shall level and fill all sump holes and excavations, shall remove all debris and shall leave the locations or premises used by Lessee in a clean and sanitary condition.

Lessee shall protect Lessor's interest in the Leased Land against liens of every character arising from its operations thereon. Lessee, at its own expense, prior to commencing operations on the Leased Land, shall obtain, and thereafter while this Lease is in effect shall maintain, adequate Workers Compensation Insurance. Lessee shall protect Lessor against damages of every kind and character arising out of the operations or working of Lessee or those under Lessee's control upon the Leased Land, but Lessee shall not be liable hereunder in the event of the negligence or willful misconduct of parties other than Lessee. If any building or personal property is damaged or destroyed, or if any grazing or agricultural lands are damaged, by Lessee's operations, then Lessee shall be liable for such damages.

Lessee shall have the right at any time and from time to time to remove from the Leased Land any and all casing, machinery, equipment, structures, installations and property of every kind and character placed upon said Leased Land by or pursuant to permission of Lessee, provided that if such removal should occur after termination of all rights granted herein, it shall be completed within a reasonable time thereafter.

8. At such time as Lessee shall have drilled and completed any well or wells on the Leased Land or lands pooled, unitized or combined therewith which, in Lessee's opinion, indicates a Sufficient Power potential or the existence of Extractable Minerals in Commercial quantities, Lessee or anyone purchasing Leased Substances or Geothermal Resources from Lessee may at any time and from time to time thereafter construct, install, repair, maintain, replace and utilize on the Leased Land, facilities for the conversion of Leased Substances or Geothermal Resources into heat, power or another form of energy or for the extraction and processing of by-products or both, and at such time Lessee, if it so elects, may purchase from Lessor, at the then fair market value as determined by Lessee in its sole discretion, an easement for surface use only, for such surface as Lessee shall in good faith need for such facilities, the duration of which shall extend for the life of such facilities. Upon the expiration thereof, such easement shall terminate and Lessee shall furnish Lessor with a quitclaim deed divesting itself of all interest in any such easement. Nothing in this paragraph 8 shall in any way be deemed to limit or otherwise lessen any of the rights' granted to lessee in Paragraph 1 hereof.

9. Lessor, or its agents, at Lessor's sole cost and risk, may during hours of operation examine the leased land and the working, installations and structures thereon

and operations of Lessee thereon, and may at reasonable times inspect the books and records of Lessee with respect to matters pertaining to the payment of royalties to Lessor.

10. Upon the violation of any of the terms and conditions of this Lease by Lessee (including but not limited to payment of rental and/or royalty) and the failure of Lessee, as to monetary matters, to make payment, and as to other violations, to begin in good faith to remedy the same, within sixty (60) days after written notice from Lessor so to do, specifying in said notice the nature of such default, then at the option of Lessor this Lease shall forthwith cease and terminate and all rights of Lessee in and to the Leased Land shall be at an end, save and excepting five (5) acres surrounding each and any well then being drilled, or capable of producing, or capable of being used for injection purposes, and in respect to which lessee shall not be in default, together with the rights, rights of way and easements which may be retained by Lessee by virtue of the granting clause of this Lease, and together with rights granted Lessee in Paragraph 8 hereof. An independent real estate appraiser shall be retained, whose cost will be shared equally by Lessee and Lessor, and will determine the fair market value of the five (5) acre parcel which shall be purchased by Lessee.

11. Notwithstanding any other provisions of this Lease, and in consideration of the payment made by the Lessee to the Lessor for the execution of this Lease, Lessee shall have the right at any time prior to or after default hereunder, to quitclaim and surrender to Lessor all right, title and interest of Lessee in and to the leased land, or any part thereof, and thereupon all rights and obligations of the parties hereto one to the other shall cease and terminate as to the lands or areas so quitclaimed and surrendered, save and except as to any then accrued royalty obligations of Lessee then payable as to which Lessee shall remain liable to Lessor, and save and except the rights, rights of way and easements which may be retained by Lessee by virtue of the granting clause of this Lease and paragraph 8, provided that in the event of a partial quitclaim and surrender, any future rentals will be reduced proportionately by the number of acres so quitclaimed and surrendered.

12. In the event Lessor at the time of making this Lease owns an interest in the Leased Land less than One Hundred Percent (100%) of the right, title and interest purportedly granted or leased hereby to Lessee, then any payments due Lessor hereunder shall be paid to Lessor only in the proportion which Lessor's Interest bears to a One Hundred Percent (100%) interest in the Leased Land. Notwithstanding the foregoing, should Lessor hereafter acquire any additional right, title or interest in or to the Leased Land, it shall be subject to the provisions hereof to the same extent as if owned by lessor at the date hereof, and any increase in payments of money hereunder necessitated thereby shall commence with the payment next following receipt by Lessee of satisfactory evidence of Lessor's acquisition of such additional interest. In the event

Lessor has no interest in the Leased Substances produced hereunder, but has an interest in said land, Lessee shall pay Lessor an overriding royalty of One Percent (1%) of the gross proceeds received by Lessee from the sale of Leased Substances produced from the leased land, as rental for the surface thereof.

13. Lessor hereby warrants and agrees to defend title to the Leased Land and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, trust deeds or other liens or encumbrances existing, levied or assessed on or against the Leased Land, and in the event Lessee exercises such option, Lessee shall be subrogated to the rights of any holder thereof, and shall have, among other rights, the right of applying to the discharge of any such mortgage, tax or other lien or encumbrance any payments accruing to Lessor hereunder.

14. Lessee shall pay all taxes levied on Lessee's structures and improvements on the Leased Land by Lessee. Lessee shall pay Ninety percent (90%) and the Lessor shall pay Ten Percent (10%) of any taxes assessed against any Leased Substances stored on the Leased Land. In the event any taxes are levied or assessed against the right to produce Leased Substances from the Leased Land, or against any Leased Substances on or in the Leased Land, or in the event any increase in the taxes levied or assessed against the Leased Land shall be based upon the production of Leased Substances from, or reserves of Leased Substances attributed to the Leased Land, then in either such event Lessee shall pay Ninety Percent (90%) of any such taxes or increase, as the case may be, and Lessor shall pay Ten (10%) thereof. Lessor shall pay all taxes levied and assessed against all structures and improvements owned by Lessor or placed on the leased land by or pursuant to permission of Lessor.

15. The rights of either party hereunder may be assigned in whole or in part, and the right and privilege to do so is hereby reserved by each party, and the provisions hereof shall extend to the heirs, personal representatives, successors and assigns of the parties hereto, but no change or division in ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, and Lessee may continue to operate the Leased Land and to pay and settle rentals or royalties as an entirety, and no such change in ownership shall be binding upon Lessee until the expiration of thirty (30) days after Lessee is furnished with written notice of such transfer or assignment, together with a certified copy of the instruments of transfer or assignment. In the event of assignment of this Lease as to a segregated portion of said land, the rentals payable hereunder shall be apportionable between the several leasehold owners ratably according to the surface area of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. Lessee's right of assignment expressly includes the right to sublease all or any portion of its rights and obligations hereunder.

16. The obligation of the Lessee hereunder shall be suspended and the terms of this Lease shall be extended as the case may be, while Lessee is prevented from complying therewith, in whole or in part, by strikes, lockouts, riots, war or the results thereof, acts of God or the elements, fire, flood, accidents, delays in transportation, inability to secure labor or material in the open market, laws, orders, rules, or regulations of Federal, State, County, Municipal, or other governmental agencies, authority, or representative, or any other matter or condition beyond reasonable control of Lessee, whether or not similar to the conditions or matters herein specifically enumerated, or while litigation contesting Lessor's title to the leased land or the rights granted Lessee hereunder or litigation involving Lessee's operations hereunder shall be pending and undetermined or during any period when Lessee has no market for the products it is then capable of producing from the Leased Land or the market price then available for such products will not produce an acceptable profit. For so long as any of the above circumstances continue to exist, Lessee, without impairment of its rights hereunder, shall be excused from performance of all obligations hereunder except payment of taxes and protection of the Leased Land. It is expressly agreed that the prevention of settlement of any litigation or strike or labor disturbance shall not be considered a matter subject to Lessee's control within the meaning of this Paragraph.

If the permission or approval of any governmental agency is necessary before drilling or producing operations may be commenced on the Leased Land, then if such permission or approval has been applied for at least thirty (30) days prior to the date upon which such operations must be commenced under the terms hereof, the obligation to commence such operations shall be suspended until ninety (90) days after the governmental permit is granted or approval given, or if such permit or approval is denied initially, then so long as Lessee in good faith appeals from such denial or conducts further proceedings in an attempt to secure such permit or approval and ninety (90) days thereafter. Lessor agrees to fully support and cooperate with Lessee in securing permits and authorizations to conduct geothermal operations on the Leased Lands.

17. All statements of production and royalty and all payments to be made by Lessee to Lessor hereunder shall be sent to the persons hereinafter set forth, respectively, at the address indicated:

Lessor Address

Lessee shall, upon written notification of change of ownership in the lands or in the rentals or royalties hereunder, as provided in Paragraph 15 hereof, divide and

distribute the same to the new owners of such interest; provided, however, that if at any time there are three or more persons entitled to rentals or royalties hereunder, Lessee may, at its option, withhold payment of such rentals or royalties until a majority in interest of such persons designate in writing in a recordable instrument delivered to Lessee, a bank, trust company or corporation, as a common agent and depository, to receive all payments due hereunder to such persons. Such designation may be changed at any time in the same manner. Delivery of all statements and payments hereunder may be made by depositing same in the United States mail duly addressed to Lessor at the above address or addresses or to such agent and depository, which shall constitute full performance of Lessee's obligation to make such delivery. In the event that the amount payable under this Lease shall result in a payment of less than Twenty-Five dollars (\$25.00) becoming due Lessor, Lessee may, at is option, withhold and accrue sufficient periodic payments until the total due Lessor exceeds twenty-five dollars (\$25.00).

18. Any notice herein required or permitted to be given or furnished by one party to the other shall be in writing. Delivery of such written notice to Lessor shall be made by deposition the same in the United States mail duly certified and addressed to Lessor at _____ and delivery of such written notice to Lessee shall be made by depositing the same in the United States mail duly certified or delivered by express delivery and addressed to Lessee at 3601 Chandler Parkway, Bellingham, WA 98226. Either party hereto may by written notice to the other party change its address to any other location.

19. For the purposes of this Lease the following definitions shall apply:

(a) The terms "Hot Water", "Steam" and "Thermal Energy", collectively referred to as Energy Produced, each shall mean natural geothermal water and/or steam, and shall also mean the natural heat of the earth and the energy present in, resulting from or created by, or which may be extracted from, the natural heat of the earth or the heat present below the surface of the earth, in whatever form such heat or energy naturally occurs;

(b) The term "Extractable Minerals" shall mean any minerals in solution in the well effluence and all minerals and gases produced from or by means of any well or wells on the leased land or by means of condensing steam or processing water produced from the effluence from any such well or wells. Said terms shall also include any water so produced or obtained from condensation or steam; provided, that the term "gases" shall include, but is not limited to, hydrocarbon gases or other gases that can be produced separately from the well effluents;

(c) The term "Leased Substances" shall collectively mean the matter, substances and resources defined in subparagraphs 19(a) and 19(b) that are subject to this Lease;

(d) The term "Geothermal Resources" shall collectively mean the matter, substances and resources defined in subparagraph 19(a) and 19(b) that are not subject to this Lease but are located on adjacent land or lands in reasonable proximity thereto;

(e) The term "Power Potential" shall mean, when used herein with respect to any well or wells, the quantity, or units, of energy capable of being recovered from the Hot Water, Steam or Thermal Energy produced therefrom by means of any energy conversion or utilization facility (including, but not limited to, electrical generating facilities) or equipment designed for use thereof;

(f) The term "Sufficient Power Potential" shall mean that Power Potential which, in the sole judgment of Lessee shall be sufficient for the Commercial sale or utilization thereof, or shall warrant the construction of facilities for the Commercial sale or other utilization thereof, or shall justify additional drilling or other operations on the leased land;

(g) The term "Commercial" shall mean those qualities of Leased Substances produced, sold or used, the value of which, after determining Lessee's direct operating costs (or extraction costs in the case of Extractable Minerals) will be capable of providing a sufficient return to cause Lessee, in its sole judgment, to continue production thereof or to elect to proceed with further development or exploratory operations on the Leased Land.

(h) The term "Net Proceeds" is defined as proceeds from the sale of generated electric power to a third party, independent of the Lessor or Lessee, less deductions of the sum of direct operating costs, property taxes, franchise taxes, marketing expenses and the depreciation of production wells, pipelines, production facilities, power generation and power lines through to the sales delivery point. Depreciation shall be on a fifteen (15) year straight-line basis with asset capitalization in accordance with generally accepted accounting principles. Electric power is computed and paid for on the basis of kilowatt- hours ("Kwh") and the royalty shall be calculated on a basis of cents per Kwh.

20. All express and implied covenants of this Lease shall be made subject to all applicable laws, governmental orders, rules and regulations. In the event any part or portion or provision of this instrument shall be found or declared to be null, void or

unenforceable for any reason whatsoever by any Court of competent jurisdiction, then and in such event only such part, portion or provision shall be affected thereby, and such finding, ruling or decision shall not in any way affect the remainder of this instrument or any of the other terms or conditions hereof, which said remaining terms and conditions shall remain binding, valid and subsisting and in full force and effect between the parties hereto, it being specifically understood and agreed that the provisions hereof are severable for the purposes of the provisions of this clause. In this connection, this Lease shall not in any event extend beyond such term as may be legally permissible under present applicable laws, and should be any such applicable law limit the term hereof to less than that herein provided, then this Lease shall not be void but shall be deemed to be in existence for such term and no longer.

21. If more than one person is named as Lessor herein and on or more of them fails to execute this Lease, said Lease shall nevertheless (when accepted by Lessee) become effective as a lease from such of said named parties Lessor as may have executed the same.

22. This Lease may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single lease and the execution of one counterpart by any party Lessor shall have the same force and effect as if such party had signed all the other counterparts.

23. This Geothermal Lease and Agreement and all of the terms, covenants and conditions hereof shall extend to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the parties hereto.

24. Lessee assumes the risk for future environmental conditions on the leased land, beginning from the date of this Lease until the termination of this Lease, and only specific to the Lessee's activities on the leased land.

25. Lessor shall keep all information associated with this Lease confidential and shall not disclose the same to any third party without the written consent of Lessee.

26. This Lease is governed by the laws of the State of Idaho without regard to its choice or conflicts of laws principles that may refer the interpretation of this Lease to the laws of another jurisdiction. Lessor and Lessee agree that all disputes arising out of this Lease may only be litigated in the State of Idaho, and Lessor and Lessee hereby consent to the jurisdiction of such court.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date hereinabove first written.

Lessor

Social Security Number / EIN

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State first above written, do hereby certify that _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official, this ___ day of _____, 2021.

Notary Public

My Commission Expires:

Lessee

STATE OF _____

COUNTY OF _____

I, _____, a Notary Public of the County and State first above written, do hereby certify that _____, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official, this ___ day of _____, 2021.

Notary Public

My Commission Expires:

Exhibit "A"
Leased Land