## 2018-000001 Klamath County, Oregon



# GEOTHERMAL RESOURCES LEASE AGREEMENT

Fee: \$172.00

THIS GEOTHERMAL RESOURCES LEASE AGREEMENT ("Agreement" or "Lease") is made and entered into this 29th day of December, 2017, by and between Fred Ronald Barnes IV and Dawn Catherine Barnes, husband and wife, whose address is 3875 Lower Klamath Lake Road, Klamath Falls, Oregon (hereinafter referred to collectively as "Lessor") and Klamath Hills Geothermal, LLC, an Oregon limited liability company, with its principal offices located at 1059 Wilhaggin Park Lane, Sacramento, CA. 95864 (hereinafter referred to as "KHG" or "Lessee"). Lessor and KHG are sometimes hereinafter collectively referred to as the "Parties," and individually as a "Party."

#### **RECITALS**

WHEREAS, on January 14, 2015, Fred R. Barnes and Bebe B. Barnes, a married couple who are residents of Santa Cruz, California, transferred title to that certain real property described in <u>Schedule A</u> hereto (the "Premises") from themselves to the Fred R. Barnes and Bebe B. Barnes 1999 Revocable Trust ("Barnes Trust") pursuant to that certain statutory warranty deed recorded in the land records of Klamath County, Oregon under Record Number 2015-001239; and

WHEREAS, on December 21, 2017, Fred R. Barnes and Bebe B. Barnes, in their capacity as trustees of the Barnes Trust, transferred title to the Premises to Lessor pursuant to that certain statutory warranty deed recorded in the land records of Klamath County, Oregon under Record Number 2017-014738; and

WHEREAS, Mr. and Mrs. Barnes originally acquired title to the Premises from the O'Connor Livestock Company on June 11, 1998 pursuant to that certain warranty deed recorded in the land records of Klamath County as Record Number 60126; and

WHEREAS, Mr. and Mrs. Barnes purportedly entered into a prior Geothermal Resources Lease covering the geothermal resources located beneath the Premises with Entiv Organic Energy LLC, an Oregon limited liability company, dated May 1, 2012 ("Purported Earlier Lease") that (i) never was signed by Mrs. Barnes, (ii) contained no verified signature of Mr. Barnes, and (iii) therefore was legally ineffective; and

WHEREAS, the Purported Earlier Lease was also never recorded in the land records of Klamath County, Oregon, nor any memorandum of said Prior Purposed Lease; and

WHEREAS, Mrs. Barnes has executed an affidavit dated December 27, 2017 confirming that she never signed the Earlier Purported Lease, a copy of which is attached as <a href="Schedule B">Schedule B</a> to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are acknowledged by both Parties, the Parties agree as follows:

### 1. INTEREST GRANTED.

In consideration of the covenants and agreements contained herein, Lessor hereby grants and leases to KHG the exclusive right and privilege to drill for, extract, produce, remove, utilize, sell, and dispose of all forms of thermal energy and other associated geothermal resources, including without limitation:

(1) all products of geothermal processes, including the natural heat of the earth, and the energy, in whatever form, including pressure, present in, resulting from, created by, or which may be extracted from that natural heat, directly or through a material medium together with indigenous steam, hot water and hot brines; (2) steam and other gases, hot water and hot brines resulting from water, gas, or other fluids, including water and steam naturally present in a geothermal system, artificially introduced into subsurface formations to serve as a heat transfer medium; (3) natural heat of the earth and the energy associated with that natural heat, and pressure; and (4) all dissolved or entrained minerals, substances or by-products ("Substances") that may be obtained from the medium used to transfer that heat, but excluding hydrocarbons and helium (collectively "Geothermal Resources," which includes Substances except as necessary to separately determine royalties as provided in Section 3) in, on, under, adjacent to, or associated with that certain parcel of property (the "Premises") consisting of approximately eighty (80) acres, as more particularly described as follows:

All that certain real property consisting of approximately 80 acres located in Klamath County, State of Oregon, more particularly described as Parcel 2 of Partition 16-97 in Sections 25, 26, 27, 34, 35, and 36, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, as further shown on Schedule A attached hereto and incorporated herein by reference, including all interests in said Premises now owned or hereafter acquired, together with:

- (a) <u>Exploration</u>. The exclusive right to conduct within the leased area geological and geophysical exploration for Geothermal Resources;
- (b) <u>Development and Operations</u>. The right to construct or erect and to use, operate, and maintain on the Premises, together with ingress and egress thereupon, all wells, pumps, pipes, pipe lines, buildings, plants, sumps, brine pits, reservoirs, tanks, waterworks, pumping stations, roads, electric power generating plants, transmission lines, industrial facilities, telephone lines, and such other works and structures and to use so much of the surface of the land that may be reasonably necessary or convenient for the exploration, development, production, utilization, transportation, and processing of Geothermal Resources or for the full enjoyment of the rights granted by this Lease, subject to applicable laws and regulations;
- (c) <u>Water</u>. The non-exclusive right to drill water wells, and the exclusive right to drill wells into Geothermal Resources that contain water, steam and brines, in accordance with Oregon statutory laws within and below

the Premises and to use the water produced therefrom for operations and activities hereunder, free of costs, provided that such drilling and development is conducted in such a way that they do not unreasonably interfere with Lessor's activities on the Premises; and further that Lessor will use its best efforts to cooperate with KHG efforts to apply for, appropriate and use water produced from the Premises (or lands pooled or unitized therewith) in furtherance of developing and conducting KHG's operations on the Premises (or lands pooled or unitized therewith).

- (d) <u>Injection</u>. The right, without the payment of royalties hereunder, to inject or re-inject into the leased lands geothermal resources, condensates, gas, treated wastewater or other fluids to the extent that such resources, condensates and fluids are necessary or convenient for operation under this Lease in the recovery or processing of Geothermal Resources, including to maintain or increase pressure or production or to conduct tests.
- (e) Directional Drilling. The right to locate a well or wells on the surface of said land and to directionally, or slant drill said well or wells into, under, across and through the Premises and into and under other lands in the vicinity of the Premises, together with the right to repair, re-drill, deepen, maintain, inject in, rework and operate or abandon such well or wells for the production of Geothermal Resources from such other lands together with the right to develop water from said land for any of KHG's operations; together with the right to construct, erect, maintain, use, operate, replace, and remove all power generation facilities, transmission facilities, pipe lines, telephone lines, tanks, machinery, and other facilities; together with all other rights necessary or convenient for KHG's operations under this subsection including rights of way for passage over and upon and across and ingress and egress to and from said Premises: together with the right and easement to continue to use such items, as well as rights of way and/or easements appurtenant thereto, so long as KHG utilizes Geothermal Resources from such other land in the vicinity of the Premises, notwithstanding the expiration, termination or forfeiture of this Lease, until such use is permanently discontinued. Upon the written request of KHG, Lessor agrees to provide separate easements or rights-of-ways, in form sufficient for recording in the applicable county real property records, to evidence such surface rights in this Section 1 (e). If the Barnes Trust fails to provide such written easements within thirty (30) days of KHG's written request. Lessor authorizes KHG to unilaterally prepare and execute such easements and record the same in the Klamath County real property records. Should KHG elect to unilaterally execute such easements, the nature, scope and duration of such easements as described in the executed document shall accurately and reasonably reflect the existing uses in relation to KHG's surface and underground operations on the Premises (or on lands pooled and unitized therewith).

#### 2. TERM:

(a) <u>Initial Term</u>, <u>As Extended</u>. This Lease shall have an initial term of TWENTY (20) years from the date first set forth above (the "Initial Term"), and shall continue for so long thereafter as:

- (i) KHG is extracting or drilling for Geothermal Resources on the Premises (or lands pooled or unitized with the Premises), working with reasonable diligence, allowing not more than TWENTY-FOUR (24) months between the completion or abandonment of one site/well and the exploration and/or commencement of operations for the next; or
- (ii) Geothermal Resources are being produced or generated from the Premises (or from lands pooled or unitized with the Premises) in commercial quantities or steps are being taken to develop the Premises in such a way as to produce or generate from the Premises commercial quantities of Geothermal Resources; or
- (iii) Remedial Operations are being continuously conducted on the Premises (or lands pooled or unitized with the Premises); or
- (iv) Drilling operations, commercial production of Geothermal Resources, or Remedial Operations have been suspended or excused under the Force Majeure or other provisions of this Lease; or
  - (vi) this Lease is otherwise extended by its terms.

"Remedial Operations" means the reworking, re-drilling, cleaning, testing, and the repair and replacement of wells and facilities for the production or use of Geothermal Resources. Remedial Operations shall be deemed continuous so long as such operations do not cease for a period of more than two (2) consecutive years. Production in "commercial quantities" shall mean production in such quantities of Geothermal Resources, produced, sold, or used, or capable of being produced, sold, or used, either from the Premises or lands pooled or unitized therewith, the value of which, after deducting Lessor's royalty hereunder, and KHG's normal operating costs, will provide to KHG a return of such costs.

- (b) <u>Unit Contraction</u>. In the event this Lease is committed to a unit or other pooling arrangement, and this Lease is later removed from such unit by contraction of the unit boundaries or any participating area while the Lease is in an extended term beyond the Initial Term or within five (5) years of the end of the Initial Term, then the Initial Term of this Lease shall be extended for a period of five (5) years from the date the Lease is removed from such unit or other pooling arrangement. In the event of an extension pursuant to this subsection (c), the KHG is authorized to unilaterally execute and record a notice of extension of the Lease, to provide public notice of such extension.
- (c) Early Termination. Subject to section 8 below, and Force Majeure events, this Lease will terminate after three years from the execution date if (i) KHG has not obtained all required permits to commence the drilling of at least one geothermal production well or (ii) if such permits have been obtained, has not commenced drilling at least one such well on the Premises, or on any adjacent property for which KHG has obtained a similar lease, and which property has been, or will be, unitized with this Lease. Notwithstanding the foregoing, KHG may avoid termination of this Lease for one or both of the foregoing reasons, if it pays Lessor a fee of \$1,500 per month for each month that compliance with one or both of the foregoing requirements is delayed beyond the three year deadline.

#### 3. RENTALS AND ROYALTIES:

(a) <u>Initial Payment; Rentals</u>. On the date hereof, and subject to confirmation of clear title to the Geothermal Resources, KHG shall pay to Lessor the sum of \$5,000. On or before each anniversary date hereafter while this Lease is in force, KHG agrees to pay to Lessor as rental for the next ensuing year the sum of \$5 per acre; provided, however,

that rentals paid to Lessor under this subsection shall apply toward, or be credited against, royalties payable, or to become payable on actual production (if any) under Section 3(b) for any year such rentals are paid. To the extent a portion of the original acreage of this Lease is lost or surrendered by the KHG, the Annual Rental shall be reduced proportionately.

- (b) <u>Production Royalties</u>. Subject to (i) Section 8 below, (ii) any proportionate reduction, as described in Section 1 and in Section 3(d), and (iii) KHG's ability to meet its debt obligations and other costs of operating its Geothermal Resources production facility, KHG shall pay to Lessor a royalty out of the proceeds received by KHG from the sale of Geothermal Resources or Substances produced from the Premises, or allocated to the Premises as provided in Sections 6 and/or 10(b) as follows:
- (i) <u>Power Generation</u>. If KHG utilizes Geothermal Resources to generate and sell electric power, a royalty of 3% of the gross proceeds of the sale of said electric power (but excluding the value of any Renewable Energy Certificates, or other Environmental Attributes sold separately by KHG to third parties) for the first ten years from the first sale of electricity, and 4% thereafter, in each case less Deductible Costs (as defined in Section 3(b) (vi));
- (ii) <u>Sale of Substances</u>. If KHG sells any Substances as such, a royalty of 2% of the gross proceeds of the sale of said Substances for the first ten years from the first sale of Substances, and 3.5% thereafter, in each case less Deductible Costs;
- (iii) <u>Sale of By-Products</u>. If KHG treats or processes or causes to be processed, any Substances and/or Geothermal Resources for the extraction or manufacture therefrom of any by-products, and sells any by-products, a gross royalty of 2% of the proceeds from the sale by KHG of said by-products, less Deductible Costs;
- (iv) Other Commercial Uses. If KHG uses Geothermal Resources and/or Substances at a commercial facility, other than an electric power generating facility, a royalty of 10% of the net profits produced by such commercial operation, net profits being the proceeds generated by KHG, less all associated costs to KHG including but not limited to any plant, facility and/or operational costs and of any transmission or transportation to the point of use if used off the Premises or off of any area pooled or unitized with the Premises (the "Unit Area"), as the case may be.
- (v) <u>Internal Use</u>. KHG may use, free of royalty, Substances, Geothermal Resources, electric power produced from Geothermal Resources, and by-products developed from the Premises for all operations hereunder (or operations within any Unit Area), and KHG shall not be required to account to Lessor for, or pay royalty on, any such Substances, Geothermal Resources, electric power or by-products reasonably lost or consumed in operations hereunder.
- (vi) <u>Deductible Costs</u>. For purposes of Sections 3(b)(i)-(iv) above, "Deductible Costs" shall mean:
- (A) any sales, excise or other taxes imposed on the sale of any said electric power, Substances, or by-products, as the case may be, so sold or which are required to be included in or added to the sales price thereof or paid by the seller; and
- (B) any cost to KHG of any transmission or transportation to the point of sale of any of said electric power, Substances or by-products so sold, if sold off the Premises or the Unit Area, as the case may be; and

- (C) assuming KHG does not use electricity generated from the geothermal plant(s) for such requirements, the reasonable and standard cost of any electricity purchased by KHG from unaffiliated third parties to operate the geothermal well field pumps or serve other parasitic loads of the geothermal gathering field or the generating plant(s); and
- (D) any payments made to third parties to increase water levels in the Klamath National Wildlife Refuge, or the retail value of any electricity produced by KHG used to pump additional water into such Refuge.
- (vii) <u>Payment</u>. KHG shall pay Lessor, on or before the last day of each and every calendar month, the above production royalties accrued and payable for the preceding calendar month ("Payment Date"), and shall deliver to Lessor a statement setting forth the basis for the determination of such royalty. Notwithstanding anything herein to the contrary, Lessor agrees that the Payment Date shall be adjusted to coincide with billing procedures set forth in any applicable power purchase agreements, whether monthly, bi-monthly, quarterly, or otherwise.
- (c) <u>Directional Drilling and Other Surface Use Rentals</u>. If KHG exercises the directional drilling rights granted in Section 1(e), or if KHG is using part of the surface of the Premises for unit or other operations and the Lease is terminated or surrendered (including without limitation, in the event the Lease is committed to a unit but is later excluded from such unit by contraction of the unit or any participation area) Lessor shall not be entitled to any production royalties under Section 3(b), unless, and only to the extent that, such activity constitutes a commingling, pooling or unitization utilizing Geothermal Resources from the Premises under Section 6. In lieu of any other compensation, KHG shall pay to Lessor an annual rental computed at the rate of \$200 per acre for each surface acre of the Premises being exclusively occupied by KHG pursuant to such grant under Section 1(e) and \$1 per rod for any roads, utility lines, pipelines, or other linear items associated therewith.
- (d) <u>Proportionate Reduction</u>. In the event Lessor at the time of making this Lease owns an interest in the leased Premises that is less than one hundred per cent of the total rights in the geothermal estate, then the rentals, royalties and other consideration accruing hereunder shall be paid to Lessor only in the same proportions which Lessor's interest bears to a one hundred per cent interest in the leased Premises. Notwithstanding the foregoing, should Lessor hereafter acquire any additional right, title or interest in or to the leased Premises, it shall be subject to the provisions hereof to the same extent as if owned by the Lessor at the date hereof, and any increase in payments of money hereunder necessitated thereby shall commence with the payment next following receipt by KHG of satisfactory evidence of Lessor's acquisition of such additional interest.

#### 4. TAXES AND ASSESSMENTS:

- (a) <u>Taxes and Improvements</u>. KHG shall pay all taxes levied and assessed against KHG's leasehold interest in the Premises. KHG shall pay all taxes levied and assessed against all structures, improvements and personal property placed upon the Premises by KHG. Lessor shall pay all taxes levied and assessed against the Premises as such and against any rights thereto not covered by the Lease and shall pay all taxes levied and assessed against all structures and improvements placed on the Premises by Lessor.
- (b) <u>Severance Taxes on Lessor's Royalties</u>. Lessor agrees to pay any and all taxes assessed upon Lessor's royalty proceeds for any Substances and/or Geothermal Resources produced and sold by KHG from the Premises and ad valorem taxes on Substances and/or Geothermal Resources together with the same share of all severance,

production, net proceeds and license taxes or other taxes or assessments levied or assessed on account of the production of Substances and/or Geothermal Resources from or allocated to the Premises, and to pay all of any other taxes assessed against the Premises, whether the same are assessed to Lessor or KHG or otherwise. Lessor shall pay all of its tax obligations within thirty (30) days of when due and shall provide KHG, upon request, with evidence of such payment. Lessor grants KHG the right, but not the obligation, to pay any of Lessor's tax obligations hereunder, and to offset the amount of such payments made on Lessor's behalf against any amounts due to Lessor under this Lease, with interest at 6% per annum.

## 5. PROTECTION OF SURFACE; LAWS; LIENS; EQUIPMENT

- (a) Protection of Surface; Compensation for Damage. KHG agrees to conduct its activities in a good and workmanlike manner and use reasonable care at all times in all of KHG's operations on the Premises to prevent injury or damage to Lessor's fish farming operations, buildings, water rights, water diversion works, ditches, tanks and water wells or other property of the Barnes Trust located thereon. KHG will repair or mitigate, or at KHG's option, compensate Lessor for the fair market value of any property of Lessor that is damaged or destroyed as a result of KHG's operations hereunder. Each Party agrees to provide the other with at least thirty days advance written notice of any intent to engage in development activities on the Premises that may adversely impact the other Party's rights or interests hereunder.
- (b) <u>Compliance with Laws</u>. Lessor and KHG each agree that they will conduct all activities and operations associated with the Premises and with this Lease at all times in accordance with applicable federal, state and local laws, rules and regulations.
- (c) <u>Liens</u>. All labor to be performed and material to be furnished for the operations under this Lease shall be at the sole cost and expense of KHG, and KHG shall hold Lessor free and harmless from liability thereunder. KHG and Lessor shall each keep the Premises fully protected against any and all liens of every character arising from or connected with their individual operations on the Premises. Lessor agrees not to permit any mortgage or other lien to be placed on the Premises that would affect, or purport to affect or supersede, KHG's interest under this Lease. Lessor acknowledges and agrees that KHG, in order to pursue its activities hereunder may utilize various project, equipment and other financing options, and as part of such financings KHG may assign its interests under this Lease (whether for security purposes or as a full and complete assignment). To the extent the Premises are currently encumbered by a mortgage, deed of trust, or other lien created by Lessor, Lessor shall obtain a subordination, in recordable form, of such encumbrance to this Lease.
- (d) <u>Reclamation</u>. Within six (6) months after abandonment of any well, including those abandonments resulting from termination of this Lease, KHG shall remove all machinery, material, and structures used in connection with said well and not used in its other operations, if any, on the Premises, and shall fill in and level off all excavations, pits, or other alterations to the surface of the Premises caused in connection with said well, and, insofar as practical, shall, restore the Premises and the means of ingress and egress in compliance with all requirements of applicable reclamation laws and regulations, except reasonable wear and tear, acts of nature and conditions beyond the control of KHG.
- (e) Equipment and Improvements. Lessor agrees that KHG shall retain ownership of, and may remove at any time, any and all improvements, equipment, fixtures and property of any kind brought onto or attached or affixed to the Premises, including all well casings, pipes, power generation equipment, buildings, transmission

lines and all other equipment or property of any kind, regardless of whether such property is considered realty or personalty for state law or other purposes.

(f) Indemnification and Insurance. KHG will forever save harmless and defend Lessor from and against any and all manner of claims, judgments, or suits whatsoever (including environmental claims) arising from KHG's operations hereunder, other than those arising in whole or in part from Lessor's acts or failure to act, or as a result of Lessor's use of geothermal resources in any direct or satellite operation, or as a result of mining operations of Lessor. This paragraph shall survive termination of this Lease. KHG shall acquire a policy of general liability insurance in an amount of at least equal to the sum of \$1,000,000.00. KHG shall provide Lessor with a certificate of such insurance identifying Lessor as a named insured on such certificate of insurance. Such liability insurance shall extend for the life of this Lease unless both Parties agree in writing to terminate this provision of this Lease.

### 6. COMMINGLING, POOLING, AND UNITIZATION:

- (a) Commingling. KHG shall have the right to commingle (for purposes of storing, transporting, handling, unitizing, selling or processing) Geothermal Resources produced or extracted from the Premises (and lands pooled, unitized or combined therewith), with similar substances produced or extracted from other lands or units. In the event of such commingling, KHG shall meter, gauge, or measure, according to prevalent industry standards, the production from the Premises at the well head, or from the unit or units including the leased land or other units or lands, as applicable, and compute and pay Lessor's royalty attributable to Lessor's land on the basis of such production as so determined or allocated. Alternatively, Lessor and the owner of any adjoining property that has granted KHG rights to exploit geothermal resources under such property, may decide on the appropriate allocation of royalties as between the two properties if KGH has drilled production wells on both properties, or has engaged in directional drilling that crosses the property line between the two properties. Lessor shall provide a copy of any such allocation agreement to KHG, and KHG shall use reasonable efforts to honor the allocation agreement as long as it remains in force. In the absence of such allocation agreement, or in the event of a dispute regarding its application, the principles set out above, and in section 3(b) below, shall be used to allocate royalties between the two property owners.
- (b) <u>Pooling and Unitization</u>. KHG may, without notice to or consent from Lessor, as a recurring right for drilling, development or operating purposes, pool, unitize, or otherwise combine all or part of the Premises into a unit (whether federal or voluntary contractual unit) with any other land or lands (whether held by KHG or others), whether or not adjacent or contiguous, which KHG desires to develop or operate (singly or in combination with others) as a unit. The execution by KHG of any unit agreement, unit operating agreement or other documents necessary to such pooling or unitization shall be binding on the Premises and Lessor's current and future interests therein. KHG shall provide Lessor a courtesy notice of any pooling or unitization of the Premises. Any well (whether or not KHG'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 Premises, and the KHG shall have the same rights and obligations with respect thereto and the drilling and

producing operations upon the lands from time to time included within any such unit as KHG would have if such lands constituted the Premises leased hereunder; provided, however, that notwithstanding this or any other provision or provisions of this Lease to the contrary:

- (i) Subject to section 6(a) above, production as to which a royalty is payable from any such wells or wells drilled upon any such unit, whether located on the Premises or other lands, shall be allocated to the Premises in the proportion that the acreage of the leased land in such unit bears to the total acreage of such unit. Such allocated portion thereof shall for all purposes be considered as having been produced from the Premises, and the royalty, payable under this Lease with respect to the leased land in such unit shall be payable only upon that proportion of production so allocated, and
- (ii) If taxes of any kind are levied or assessed (other than taxes on the surface and on Lessor's improvements), any portion of which is chargeable to Lessor under the provisions of this Lease, then the share of such taxes to be borne by Lessor shall be in proportion to the share of the production from such unit allocated to the Premises.
- (iii) Lessor hereby grants KHG (or the consents to the assignment of such rights from KHG to any unit operator) the right to use of the surface of the Premises in support of unit operations, including all the surface uses enumerated in Section 1 above. In the event the Premises, or any portion thereof, are later removed from the unit by any contraction of the Unit Area, all such existing surface uses of the Premises in support of unit operations shall continue in force and effect, and Lessor agrees to provide KHG or the unit operator with written easements, rights-of-way, licenses or such other acceptable surface use grants, in recordable form, to evidence such existing surface uses in support of unit operations. If the Lessor fails to provide such written easements within thirty (30) days of KHG's written request, Lessor authorizes KHG to unilaterally prepare and execute such easements and record the same in the applicable county's real property records. Should KHG elect to unilaterally execute such easements, the nature, scope and duration of such easements as described in the executed document shall accurately and reasonably reflect the existing uses in relation to KHG's surface and underground operations on the Premises (or on lands pooled and unitized therewith).

## 7. RESERVATIONS TO LESSOR:

The following rights (to the extent owned by Lessor) are reserved to Lessor, provided that the exercise of such rights do not interfere with KHG's exploration, development, production or other operations, activities or rights hereunder on the Premises or any Unit Area:

(i) <u>Surface Use</u> - the right to conduct fish farming and other agricultural operations, including existing direct-use geothermal heat for agricultural operations by means of the Barnes Trust's existing well (but no additional wells), or sell or otherwise dispose of the surface of the Premises (subject to this Lease) in a lawful manner. Any specific restrictions on the prospective use of the Premises by KHG, as a result of specific surface needs of Lessor, shall be set forth in an Appendix to this Lease. Lessor will forever save harmless, and defend KHG from and against any and all manner of claims, judgments, or suits whatsoever arising from Lessor's surface use of the Premises, other than those claims arising in whole or in part from KHG's negligence or willful

misconduct. This paragraph shall survive termination of this Lease. Lessor shall acquire a policy of general liability insurance in an amount of at least equal to the sum of \$1,000,000.00, which policy shall be put in place, and made effective prior to any operations of KHG on the Premises. Lessor shall provide KHG with a certificate of such insurance identifying KHG as a named insured on such certificate of insurance. Such liability insurance shall be provided by an insurance carrier reasonably acceptable to KHG, and shall extend for the life of this Lease unless both Parties agree in writing to terminate this provision of this Lease.

(ii) Mineral Rights - the right to extract minerals, hydrocarbons, and helium (other than Substances) from the Premises, subject to the following covenants and restrictions:

Notwithstanding the reservation of mineral rights to Lessor, Lessor and KHG acknowledge that KHG shall make substantial investments in exploring for and developing geothermal resources on the Premises (or Unit Area). Lessor hereby covenants and agrees, on behalf of itself, its successors and assigns, including any future KHG of any mineral lease on the Premises, that the rights of KHG under this Lease shall be and remain superior to the rights of Lessor (or its KHGs, successors or assigns) in the reserved mineral estate. To the extent that Lessor (or its KHGs, successors or assigns; as applicable, the "Mineral Rights Holder") intend to explore for, develop, extract, transport or process minerals on the Premises, such Mineral Rights Holder must enter into a joint development agreement, on such form provided by and acceptable to KHG, in its sole and absolute discretion, which shall provide for the cooperation and coordination of joint development of the mineral estate and the geothermal resources estate; provided that all conflicts between such surface or subsurface uses of the Premises shall be resolved in favor of the KHG and its rights hereunder. Lessor further covenants and agrees that before entering into any mineral lease on all or any part of the Premises, Lessor shall provide KHG with ten (10) days prior written notice of such proposed mineral lease, the terms and provisions of such proposed mineral lease, and the party requesting the mineral lease as KHG. KHG reserves the right to propose a specific addendum to such proposed mineral lease to address the operational needs of the KHG, and the agreement of such mineral KHG to the requirements of KHG shall be a condition to the execution and recordation of any mineral lease. Any mineral lease shall expressly reference this paragraph and the dominance of the rights under this Lease as to the mineral estate, and Lessor agrees that a reference to the subordination of the mineral estate to the geothermal estate leased hereunder may be included in any recorded memorandum of this Lease.

(iii) Lessor's Use of "Tail Water" from KHG's Operations. The Parties contemplate that Lessor may use the geothermal return flows from KHG's geothermal power plant ("Tail Water") in an amount not to exceed 500 gallons per minute. KHG shall construct, at Lessor's expense, pipes and valves necessary for Tail Water delivery to Lessor's fish farming operations and the return of such Tail Water to KHG's designated re-injection wells. Lessor covenants that it will not use any such Tail Water for consumptive or beneficial uses, recognizing that KHG's water permit will almost certainly contain such requirements. If the Oregon Water Department claims that use of such Tail Water results in a beneficial or consumptive use, Lessor's right to use such Tail Water shall terminate.

## 8. DEFAULT AND TERMINATION; SURRENDER:

- (a) Default by KHG. Whenever the KHG fails to comply with any of the material terms and provisions of this Lease, and does not commence to remedy such failure within forty-five (45) days after receipt of written notice from Lessor, Lessor may (a) suspend operations until the requested action is taken to correct the noncompliance, or (b) cancel this Lease by delivering written notice of its intent to do so to KHG; provided. however, that if there is a bona fide dispute as to the amount due in the case of a payment dispute and all undisputed amounts have been paid, said forty-five (45) day period shall be extended until five (5) days after such dispute is settled by final court decree or agreement. Neither the service of such notice, nor the doing of any acts by KHG aimed to correct all or any of the alleged defaults shall be deemed an admission or presumption that KHG has failed in any respect to perform its obligations hereunder. The following property shall be excepted from any Lease termination hereunder as a result of default: (a) each and any well then capable of producing in commercial quantities the substances covered by this Lease, and in respect to which KHG is not in default, plus an area of 10 acres surrounding such well; and (b) rights of way and easements across lands subject to such Lease termination, which rights of way and easements are necessary for conducting KHG's operations on or in the vicinity of the lands retained (or any Unit Area), with respect to which KHG is not in default, including sites for electric generating units.
- (b) <u>Surrender</u>. KHG shall have the right, in its sole discretion and at any time, to surrender all or any portions of the Premises it does not intend to utilize. In such case, KHG shall execute and record a quit claim deed as to such surrendered portions, and KHG shall thereafter be relieved of all obligations to Lessor with respect to such surrendered acreage.
- (c) <u>Limitation on Lessor's Remedies</u>. Termination or cancellation of this Lease pursuant hereto, shall be the sole remedy of Lessor for failure of KHG to drill any well hereunder, or otherwise satisfy its obligations hereunder, other than the payment of royalties and rents due Lessor.

#### 9. **FORCE MAJEURE**.

KHG's obligations hereunder, other than the payment of accrued monies due, shall be suspended, and the term of this Lease and the period for removal of KHG's property in the event of termination shall be extended while KHG is prevented from complying therewith, without any fault of KHG, and notwithstanding all reasonable efforts of KHG, by: strikes, lockouts riots, action of the elements, accidents, delay in transportation, inability to secure labor or materials in the open market, law, rules, or regulations of any federal, state, municipal, or other governmental agency, authority, or representative having jurisdiction, inability to secure or absence of a market for the commercial sale of Geothermal Resources produced from the Leased Lands (or electricity produced from such Geothermal Resources), or by other matters or conditions beyond the reasonable control of KHG, whether or not similar to the conditions or matters in this paragraph specifically enumerated.

#### 10. **CONDEMNATION**

Eminent domain proceedings resulting in a condemnation of a part, but not all of the Premises, that leaves the remaining portion of the Premises reasonably usable by KHG for the purposes set out herein shall not result in termination of this Lease, unless KHG consents in writing to such termination. The effect of any such partial termination shall be to terminate this Lease with respect to that portion of the Premises that was condemned, and the lease of the remainder of the Premises shall remain in full force and effect. To the extent that all or a portion of the surface estate of the Premises is condemned, but the Geothermal Resources estate is not condemned, KHG may retain all such acreage that is able to continue to utilize, as determined in its sole and absolute discretion. KHG is authorized to record unilaterally a document setting out the status of the acreage it elects to retain after any such condemnation. To the extent that the geothermal estate is included in any such condemnation, KHG shall be granted notice of such condemnation by Lessor, be given the opportunity to participate in the condemnation proceedings, including negotiation of damages for loss of the geothermal estate, and all proceeds from that portion of any condemnation award that pertains to the loss of the geothermal estate shall be paid to KHG.

### 11. REMOVAL OF KHG'S PROPERTY.

- 11.1 <u>During Term of Lease</u>. KHG may, at any time during the term of this Lease, remove all or any of the property and fixtures placed by it in or upon the Leased Lands, including the right to draw and remove well casings.
- 11.2 Upon Termination. Following termination of this Lease, or any part thereof for any cause, and following abandonment of any well drilled pursuant to the provisions hereof, KHG shall, within twelve (12) months thereafter, remove all personal property which KHG shall have brought upon the lands affected by such termination, or upon the drilling site of such abandoned well. KHG will reclaim all Leased Lands in accordance with federal, state and local laws, rules. and regulations; and, in the case of termination, shall deliver to Lessor a quitclaim deed, in recordable form, surrendering to Lessor all right, title and interest of KHG in that part of the lands as to which this Lease shall have been so terminated, saving and excepting necessary and reasonable easements and rights of way over or under the Leased Lands for KHG's further operations on any part of the Leased Lands, or adjacent lands, as to which this Lease shall not have been terminated. The ownership of any of KHG's property not removed by it during the period herein provided shall, in the absence of force majeure as defined in Section 9, be deemed abandoned by KHG and shall pass to Lessor without further act of the Parties or either of them effective upon expiration of such period. Hazardous wastes, or any hazardous substance (excluding any geothermal liquids re-injected into properly maintained re-injection wells as part of the normal course of operations) released onto or below the Leased lands, or contained within

storage facilities, drums, tanks, etc., or any hazardous material that the E.P.A. may have determined having caused any contamination to waters, above or below ground, and /or the contamination of the earth's surface, shall be removed by KHG prior to the termination of this Lease. Notwithstanding the foregoing, KHG shall provide Lessor with thirty (30) days written notice before capping, filling, removing, or otherwise destroying any well on the Leased Lands, and Lessor shall leave all wells and well casing in place upon the termination of production or the termination this Lease, provided Lessor has (i) assumed responsibility for the reclamation and closure of such wells, (ii) posted any security required by the State of Oregon for the reclamation of such wells, and (iii) such assumption of responsibility for the wells has been approved by the State of Oregon.

## 12. ASSIGNMENT.

- 12.1 Right to Sell or Assign. KHG shall have the right to sell or assign its interest in and to this Lease, including the right to pledge, assign, mortgage, or otherwise collateralize this Lease for financing purposes. No consent of Lessor shall be required for an assignment of this Lease by KHG as collateral for financing purposes. With respect to all other proposed assignments, Lessor shall not unreasonably withhold, or delay, its approval of any such proposed assignment. The standards set out in section 12.2 below shall govern such consents. No assignment by either Party hereunder shall be effective for any purpose whatsoever until and unless a certified copy of the instrument or assignment has been recorded in the land records of Klamath County, Oregon; or, if such assignment shall have been recorded only in short form, a true and complete copy of the instrument described in such short form under the true signatures of each of the Parties thereto, together with a certified copy of such recorded short form, shall be delivered to the other Party, in the same manner as is provided for a notice hereunder.
- 12.2 <u>Consent by Lessor</u>. Lessor hereby consents to any assignment or sale of this Lease by KHG, provided such sale or assignment does not materially diminish the rights of Lessor to the rents and royalties reserved under this Lease.
- 12.3 <u>No Partial Assignment without Lessor's Consent</u>. KHG shall not make any partial assignment of this Lease or an assignment of a segregated portion of the Leased Lands without the consent of Lessor, which consent shall not be unreasonably withheld or delayed.
- 12.4 <u>Cooperation with KHG's Lenders</u>. Lessor shall cooperate with KHG's lenders, and shall execute such additional documentation, consistent with the terms of this Agreement, as may be reasonably requested by such lenders. Such documentation may include, but is not necessarily be limited to, a Lessor consent to assignment that includes extended cure rights for any such lender in the event of a KHG default hereunder, and the right of any such lender to step into KHG's

obligations hereunder, or otherwise assign such rights and obligations to a third party, as long as such third party agrees to be bound by the terms of this Lease.

## 13. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSOR.

Lessor represents and warrants to, and covenants and agrees with, KHG as follows:

13.1 <u>Power and Authority</u>. Lessor has full power and authority to enter into and carry out the terms of this Agreement. This Agreement has been duly authorized, executed and delivered by Lessor and constitutes a legal, valid and binding obligation of Lessor enforceable against Lessor in accordance with its terms. The execution, delivery and performance by Lessor of this Agreement does not and will not: (i) violate any laws of the United States or of the State of Oregon; or (ii) violate, conflict with, or constitute a default under, any agreement to which Lessor is a party, or by which it or its properties may be bound. 13.2

<u>Title to Leased Lands</u>. Lessor will lease the Leased Lands to KHG free and clear of any mortgage, security interest, conditional bill of sale, or other lien, encumbrance or other charge of any kind or nature whatsoever created by, or in favor of any person claiming by, through or under, Lessor, except as otherwise set forth on Schedule C attached hereto and made a part hereof.

- 13.3 <u>Litigation</u>. There are no suits or proceedings pending, or, to the knowledge of Lessor, threatened against, or affecting Lessor's ability to maintain good title and interest in and to the Leased Lands, nor any proceedings by or before any governmental commission, bureau or other administrative agency or official, which, if adversely determined, would have a materially adverse effect on the Leased Lands, the performance of this Agreement, or the consummation of the transaction contemplated hereby, except as otherwise set forth on Schedule D attached hereto and made a part hereof.
- 13.4 Compliance with Applicable laws, Etc. To the best of Lessor's knowledge, Lessor is not in default with respect to any order, writ, injunction, or decree of any court or of any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality with respect to the Leased Lands, and Lessor is in compliance with all applicable statutes and regulations of each governmental authority having jurisdiction over Lessor or the Leased Lands; nor is Lessor in default in the performance, observance or fulfillment of any obligations, covenants or conditions contained in any agreement or instrument to which it is a party with respect to the Leased Lands, all except as otherwise set forth on Schedule D.
- 13.5 <u>Governmental Approval</u>. No authorization, approval, consent or other order of any governmental or public agency or body is required for the execution, delivery and performance of this Agreement or the consummation of the transaction contemplated hereby, except such as shall have been duly obtained,

given or effected on or before the Closing Date. KHG acknowledges, however, that it will have to file applications to appropriate geothermal fluids from any wells on the Leased Lands as required by state law.

## 15. RELIANCE; CERTAIN COVENANTS OF LESSOR.

- 15.1 Reliance. The respective representations and warranties of KHG and Lessor made in this Lease shall be deemed to have been relied upon by the other Party and shall survive the execution and delivery of this Lease.
- 15.2 Defects in Lessor's Title to the Leased Lands. In the event that any defects in Lessor's title to the Leased Lands are discovered during the term of the Agreement, including any renewal thereof, Lessor shall take such actions as may reasonably be required to remove or cure such defects. If Lessor fails to remove or cure such defects within a reasonable time after written notice of such defect from KHG, which reasonable time shall not be less than sixty (60) days, KHG may, at its option, take such actions that are reasonably necessary to remove or cure such defects, including the payment and discharge of any delinquent taxes, mortgages, trust deeds, or other liens or encumbrances existing, levied or assessed on or against the Leased Lands. In the event KHG shall exercise its right to remove or cure any such defects, it shall have the right to offset against its obligations to Lessor under the Lease all amounts it has paid to satisfy or discharge any encumbrance or defect in title, including without limitation any delinquent taxes, mortgages, trust deeds, or other liens or encumbrances.
- 15.3 Assignment to KHG's Lender. Lessor agrees that KHG may assign, without Lessor's further consent, this Agreement to any lender to KHG providing funds for the development of the new geothermal project. Lessor agrees to execute any consent provided by such lender and to provide reasonable additional cure rights to any such lender as long as such cure rights do not materially impair Lessor's interests hereunder.

#### 16. **GENERAL PROVISIONS.**

16.1 <u>Notices</u>. Any notice or other communication authorized or required hereunder shall be in writing, and sent by prepaid certified mail, with return receipt requested, addressed to the Parties as follows:

If to KHG:

Mr. Kevin Keck, President Klamath Hills Geothermal, LLC. 1059 Wilhaggin Park Lane Sacramento, CA. 95864

With a copy to:

Robert J. Rauch, Esq. Law Offices of Robert Rauch 1159 Chuckanut Ridge Drive Bow, Washington 98232 Phone: 360-766-4140

Fax: 360-766-5022

If to Lessor:

Mr. and Mrs. Fred R. Barnes IV 3875 Lower Klamath Lake Road, Klamath Falls, Oregon 97603

The Parties may, by like notice at any time and from time to time, change their respective addresses for the purpose hereof. Postmark dates on postal receipts for such notices shall be conclusive as to the date of mailing.

- 16.2 <u>Severability</u>. If any part, portion, or provision of this Lease shall be found or declared to be null, void, or unenforceable for any reason whatsoever by any court or competent jurisdiction, or by any governmental agency having authority thereover, then only such part, portion, or provision shall be affected thereby and the remainder of this instrument shall continue in full force and effect. The foregoing provisions of this paragraph shall be severable for the purposes of the provisions of this Section.
- 16.3 <u>Binding Effect</u>. This Agreement, and all of the terms, covenants, and conditions hereof, shall extend to, inure to the benefit of, and be binding upon, the respective heirs, executors, administrators, grantees, successors, and assigns of the Parties hereto.
- 16.4 <u>Entire Agreement</u>. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. Except as may be otherwise specifically provided herein, no change, modification or addition to this Agreement, or any part thereof, shall be valid unless in writing and signed by, or on behalf of the party to be charged therewith.

- 16.5 Additional Documents. Lessor agrees to execute any and all documents as may be required from time to time to effect the intent of this Lease, including subordinations to, and consents to the assignment, pledge or collateralization of the Lease; provided, however, the position of Lessor shall not be diminished with respect to rents and royalties due Lessor hereunder. Lessor agrees that it will execute, upon the request of KHG, one or more estoppel agreements confirming that this Agreement is in full force and effect, and that there are no events of defaults by KHG hereunder.
- 16.6 <u>Law</u>. This Agreement shall be construed, interpreted, applied and enforced in accordance with the laws of the state of Oregon.
- 16.7 <u>Waiver.</u> No waiver of any of the provisions hereof shall be effective unless set out in writing by the Party to be charged with such waiver. No waiver shall be deemed to be a continuing waiver, or waiver in respect of any subsequent breach or default, whether of similar or different nature, unless expressly so stated in writing.
- 16.8 <u>Headings and Captions</u>. The headings or captions under Sections of this Agreement are for convenience and reference only, and do not form a part hereof, and do not in any way modify, interpret no construe the intent of the parties or affect any of the provision of this Agreement.
- 16.9 <u>Memorandum of Lease</u>. Lessor agrees that KHG may record in the land records of Klamath County, Oregon a memorandum of this Lease substantially in the form of Schedule E hereto, and Lessor agrees to execute such Memorandum.
- 16.10 <u>Counterparts.</u> This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but such counterparts shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement as of the date hereinabove first written.

LESSOR:

Fred K. Darnes IV

Fred R. Barnes, IV

Dawn Catherine Barnes

#### 14. **GENERAL PROVISIONS.**

The Lease contains a number of standard, general provisions covering notices by the Parties, severability of certain provisions, binding effect, right of Lessor to record a memorandum of lease, etc.

IN WITNESS WHEREOF the Parties hereto have executed this Memorandum of Lease as of the date hereinabove first written.

LESSOR:
Fred R. Barnes, IV
Dawn Catherine Barnes  Dawn Catherine Barnes
LESSEE
KLAMATH HILLS GEOTHERMAL, LLC, LLC.
By: / / / / / / / / Kevin Keck, President

STATE OF OREGON

COUNTY OF KLAMATH

On this  $29^{\text{Ph}}$  day of December, 2017, personally appeared before me Fred R. Barnes, IV the signer of the foregoing instrument, who duly acknowledged to me that he executed the same in his capacity as co-owner

NOTARY PUBLIC

Residing At: Klamath Falls, OR

NOTARY PUBLIC - OREGON My Commission Expires April 30, 2021

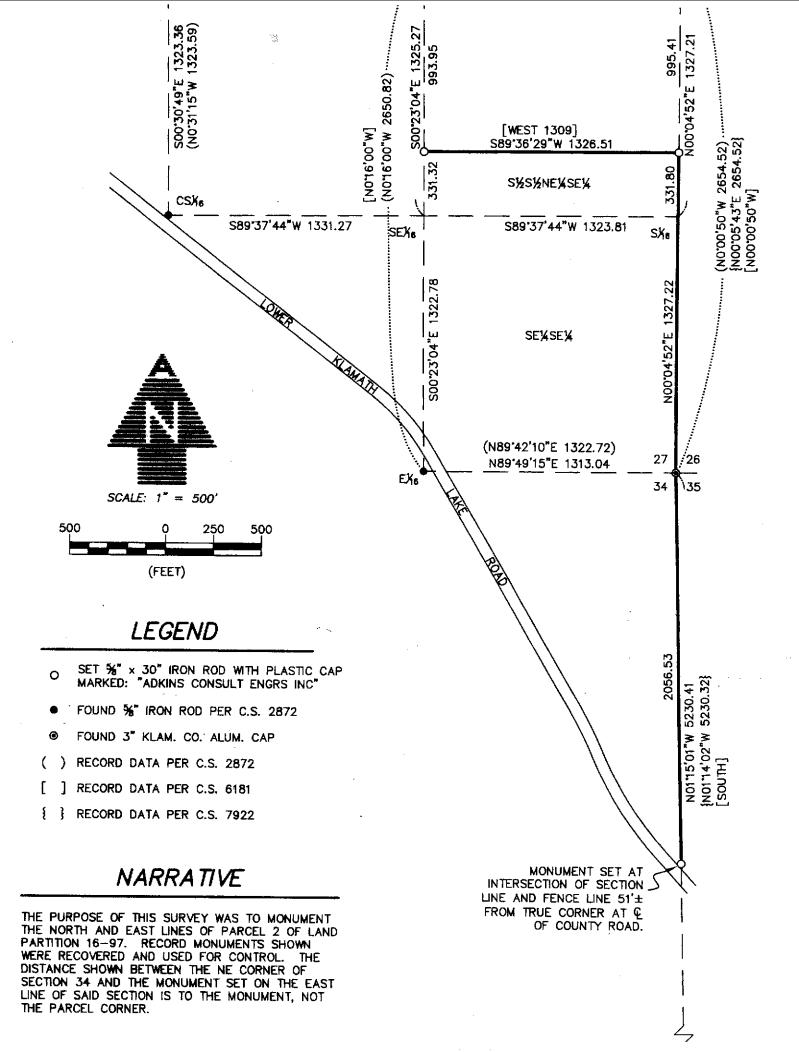
My Commission expires:

Klamath COUNTY OF SACRAMENTO

State of Oregon 2018
On this 201 day of December 2017, personally appeared before me Kevin Keck, who being by me duly sworn did say that he is the President of KHG, Klamath Hills Geothermal LLC, an Oregon limited liability company, and that the foregoing instrument was signed on behalf of said company by authority of its Operating Agreement, or by resolution of its Board of Managers, and said Kevin Keck acknowledged to me that said company executed the same.

NOTARY PUBLIC
Residing At: Klamath County

My Commission expires:



## $\underline{\textbf{SCHEDULE} \ \textbf{C}}$

Encumbrances

None

## **SCHEDULE D**

## **Threatened Litigation**

None

#### SCHEDULE E

#### Form of Memorandum of Lease

#### MEMORANDUM OF GEOTHERMAL RESOURCES LEASE AGREEMENT

THIS MEMORANDUM OF GEOTHERMAL RESOURCES LEASE AGREEMENT ("Memorandum") is made and entered into this 29th day of December, 2017, by and between Fred Ronald Barnes IV and Dawn Catherine Barnes, husband and wife, whose address is 3875 Lower Klamath Lake Road, Klamath Falls, Oregon (hereinafter referred to collectively as "Lessor") and Klamath Hills Geothermal, LLC, an Oregon limited liability company, with its principal offices located at 1059 Wilhaggin Park Lane, Sacramento, CA. 95864 (hereinafter referred to as "KHG" or "Lessee"). Lessor and KHG are sometimes hereinafter collectively referred to as the "Parties," and individually as a "Party."

#### **RECITALS**

WHEREAS, on January 14, 2015, Fred R. Barnes and Bebe B. Barnes, a married couple who are residents of Santa Cruz, California, transferred title to that certain real property described in <u>Schedule A</u> hereto (the "Premises") from themselves to the Fred R. Barnes and Bebe B. Barnes 1999 Revocable Trust ("Barnes Trust") pursuant to that certain statutory warranty deed recorded in the land records of Klamath County, Oregon under Record Number 2015-001239; and

WHEREAS, on December 21, 2017, Fred R. Barnes and Bebe B. Barnes, in their capacity as trustees of the Barnes Trust, transferred title to the Premises to Lessor pursuant to that certain statutory warranty deed recorded in the land records of Klamath County, Oregon under Record Number 2017-014738; and

WHEREAS, the Parties executed that certain Geothermal Resources Lease Agreement on December 29, 2017 ("Lease") and wish to set out and record a short Memorandum of Lease summarizing the key terms of the Lease in order to provide record notice of its existence to third parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are acknowledged by both Parties, the Parties agree as follows:

#### 1. INTEREST GRANTED.

In consideration of the covenants and agreements contained herein, Lessor hereby grants and leases to KHG the exclusive right and privilege to drill for, extract,

produce, remove, utilize, sell, and dispose of all forms of thermal energy and other associated geothermal resources located on the Premises described in Exhibit A hereto. A more detailed description of the foregoing rights is contained in the Lease, and this Memorandum in no way limits or restricts the rights of KHG under the Lease.

#### 2. TERM:

- (a) <u>Initial Term</u>, <u>As Extended</u>. This Lease, subject to certain early termination rights set out in the Lease, shall have an initial term of TWENTY (20) years from the execution date first set forth above (the "Initial Term"), and shall continue for so long thereafter as:
  - (i) KHG is extracting or drilling for Geothermal Resources on the Premises (or lands pooled or unitized with the Premises), working with reasonable diligence, allowing not more than TWENTY-FOUR (24) months between the completion or abandonment of one site/well and the exploration and/or commencement of operations for the next; or
  - (ii) Geothermal Resources are being produced or generated from the Premises (or from lands pooled or unitized with the Premises) in commercial quantities or steps are being taken to develop the Premises in such a way as to produce or generate from the Premises commercial quantities of Geothermal Resources; or
  - (iii) Remedial Operations are being continuously conducted on the Premises (or lands pooled or unitized with the Premises); or
  - (iv) Drilling operations, commercial production of Geothermal Resources, or Remedial Operations have been suspended or excused under the Force Majeure or other provisions of this Lease; or
    - (vi) this Lease is otherwise extended by its terms.

#### 3. RENTALS AND ROYALTIES:

The Lease provides for an initial payment to Lessor and for the payment of production royalties by Lessor to Lessee, as further described in the Lease.

#### 4. TAXES AND ASSESSMENTS:

The Lease allocates certain taxes and assessment between the Parties, as further detailed in the Lease.

#### 5. PROTECTION OF SURFACE; LAWS; LIENS; EQUIPMENT

The Lease provides certain protections for Lessor's surface uses of the Premises, as further described in the Lease. It also requires compliance with all applicable laws, and requires Lessee to keep the Premises free of liens. Lessee also has certain indemnification obligations to Lessor.

## 6. COMMINGLING, POOLING, AND UNITIZATION:

Lessee has certain rights to commingle production from the Premises with geothermal production from other potential lessors and to pool and unitize production from several lessors, including that of Lessor, as further detailed in the Lease.

## 7. RESERVATIONS TO LESSOR:

Certain rights to use the surface of the Premises are reserved to Lessor, and Lessor has agreed to indemnify Lessee from certain claims potentially arising from Lessor's operations, all as more fully detailed in the Lease.

## 8. DEFAULT AND TERMINATION; SURRENDER:

The Lease contains standard default and termination provisions covering both Lessor and Lessee, as further detailed in the Lease. It also contains certain rights of Lessee to surrender the Lease, in the exercise of its sole discretion.

#### 9. **FORCE MAJEURE.**

The Lease contains standard force majeure provisions that enable Lessee to suspend the performance of certain of its obligations obligations pending resolution of the force majeure event.

#### 10. CONDEMNATION

The Lease contains provisions governing the allocation of condemnation proceeds in the event that the Premises is condemned. These provisions cover both a full and partial condemnation of the Premises.

#### 11. REMOVAL OF KHG'S PROPERTY.

KHG has certain rights to remove property and equipment it has placed on the Premises under the Lease, both during the term of the Lease, and upon termination of the Lease.

#### 12. ASSIGNMENT.

Lessee has certain rights to assign the Lease both as collateral for project financing, and to third parties, as detailed more fully in the Lease.

## 13. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSOR.

The Lease contains certain representations, warranties, and covenants of the Lessor with respect to Lessor's good title to the Premises, etc., all as more fully detailed in the Lease.

LESSEE: KLAMATH HILLS GEOTHERMAL, LLC, LLC. STATE OF OREGON COUNTY OF KLAMATH On this 217 day of December, 2017, personally appeared before me Fred R. Barnes, IV the signer of the foregoing instrument, who duly acknowledged to me that he executed the same in his capacity as co-owner. NOTARY PUBLIC Residing At: Klamath Falls, OR OFFICIAL STAMP COMMISSION NO. 961490 My Commission Expires April 30, 2021 My Commission expires: ادور 30 ساء STATE OF OREGON **COUNTY OF KLAMATH** On this 297 day of December 2017, personally appeared before me Dawn Catherine Barnes, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same in her capacity as co-owner. OFFICIAL STAMP NOTARY PUBLIC Residing At: Klamath Falls, OR DEBORAH TORRIE **NOTARY PUBLIC - OREGON** COMMISSION NO. 951490 My Commission Expires April 30, 2021 My Commission expires:

STATE OF CALIFORNIA

## STATE OF OREGON

## COUNTY OF KLAMATH

2 11 2 ATh 1 CD	1 - 2017
Catherine Barnes, the signer of the form	ber 2017, personally appeared before me Dawn egoing instrument, who duly acknowledged to me
that she executed the same in her capacitation	
OFFICIAL STAMP DEBORAH TORRIE NOTARY PUBLIC - OREGON	NOTARY PUBLIC 1 00
COMMISSION NO. 961490 My Commission Expires April 30, 2021	Residing At: Klamath Falls, C
My Commission expires:	
April 30Th 2021	
Oregon	
STATE OF <del>CALIFORNI</del> A	
Klamath COUNTY OF <del>SACRAMENT</del> O	
Keck, who being by me duly sworn die Hills Geothermal LLC, an Oregon liminstrument was signed on behalf of sai Agreement, or by resolution of its Boa acknowledged to me that said company	
My Commission expires:	J
February 1, 2019	OFFICIAL SEAL
	LISA MARIE KESSLER  NOTARY PUBLIC-OREGON  COMMISSION NO. 935577  MY COMMISSION EXPIRES FEBRUARY 01, 2019