

Form 3000-3
(May 2006)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
**ASSIGNMENT OF RECORD TITLE INTEREST IN A
LEASE FOR OIL AND GAS OR GEOTHERMAL RESOURCES**

Mineral Leasing Act of 1920 (30 U.S.C. 181 et seq.)
Act for Acquired Lands of 1947 (30 U.S.C. 351-359)
Geothermal Steam Act of 1970 (30 U.S.C. 1001-1025)
Department of the Interior Appropriations Act, Fiscal Year 1981 (42 U.S.C. 6508)

FORM APPROVED
OMB NO. 1004-0034
Expires: April 30, 2009

Lease Serial No.
NM34790

Lease Effective Date
(Anniversary Date)
02/01/1979

New Serial No.

Type or print plainly in ink and sign in ink.

PART A: ASSIGNMENT

1. Assignee* Lightning Dock Geothermal HI-01, LLC
Street 5152 N. Edgewood Dr.
City, State, Zip Code Provo, UT 84604

1a. Assignor Lightning Dock Geothermal, Inc.

*If more than one assignee, check here ☐ and list the name(s) and address(es) of all additional assignees on page 2 of this form or on a separate attached sheet of paper.

This record title assignment is for: (Check one) ☐ Oil and Gas Lease, or ☒ Geothermal Lease

Interest conveyed: (Check one or both as appropriate) ☒ Record Title, ☐ Overriding Royalty, payment out of production or other similar interests or payments

2. This assignor conveys the following interest:

Land Description <small>Additional space on page 2, if needed. Do not submit documents or agreements other than this form; such documents or agreements shall only be referenced herein.</small>	Percent of Interest			Percent of Overriding Royalty Similar Interests	
	Owned <small>b</small>	Conveyed <small>c</small>	Retained <small>d</small>	Reserved <small>e</small>	Previously reserved or conveyed <small>f</small>
T2SS, R19W, N.M.P.M. Sec. 6: Lots 3, 4, 5, 6, 7, SE1/4NW1/4 Sec. 6: E1/2SW1/4 Sec. 7: Lots 1, 2, 3, 4, S1/2NE1/4, SE1/4NW1/4, E1/2SW1/4, SE1/4, NW1/4NE1/4, NE1/4NW1/4 Sec. 18: Lot 1, N1/2NE1/4, NE1/4NW1/4 and T2SS, R20W, N.M.P.M. Sec. 1: NW1/4SW1/4, S1/2SW1/4, SW1/4SE1/4 Sec. 11: NE1/4, S1/2 Sec. 12: ALL Sec. 13: N1/2N1/2 Containing 2,500.96 acres, more or less	100%	100%	-0-	-0-	Those of record

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

This assignment is approved solely for administrative purposes. Approval does not warrant that either party to this assignment holds legal or equitable title to this lease.

☒ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective January 1, 2008

☐ Assignment approved for land description indicated on reverse of this form

By

Edmund Acuna

Bureau of Land Management (BLM)

SUPERVISORY MULTIRESOURCE SPECIALIST 12/12/07

(Title)

(Date)

(Continued on page 2)



Part A (Continued): ADDITIONAL SPACE for names and addresses of additional assignees in Item No. 1, if needed, or for Land Description in Item No. 2, if needed.

PART B - CERTIFICATION AND REQUEST FOR APPROVAL

1. The Assignor certifies as owner if an interest in the above designated lease that he/she hereby assigns to the above assignee(s) the rights specified above.
2. Assignee certifies as follows: (a) Assignee is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or territory thereof. For the assignment of NPR-A leases, assignee is a citizen, national, or resident alien of the United States or association of such citizens, nationals, resident aliens or private, public or municipal corporations; (b) Assignee is not considered a minor under the laws of the State in which the lands covered by this assignment are located; (c) Assignee's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, if this is an oil and gas lease issued in accordance with the Mineral Leasing Act of 1920, or 51,200 acres in any one State if this is a geothermal lease; (d) All parties holding an interest in the assignment are otherwise in compliance with the regulations (43 CFR Group 3100 or 3200) and the authorizing Acts; (e) Assignee is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (f) Assignee is not in violation of sec. 41 of the Mineral Leasing Act.
3. Assignee's signature to this assignment constitutes acceptance of all applicable terms, conditions, stipulations and restrictions pertaining to the lease described herein.

For geothermal assignments, an overriding royalty may not be less than one-fourth (1/4) of one percent of the value of output, nor greater than 50 percent of the rate of royalty due to the United States when this assignment is added to all previously created overriding royalties (43 CFR 3241).

I certify that the statements made herein by me are true, complete, and correct to the best of my knowledge and belief and are made in good faith.

Executed this 27th day of November 20 07

Executed this 29th day of November 20 07

Name of Assignor as shown on current lease

Lightning Dock Geothermal, Inc.

(Please type or print)

Assignor

or

Attorney-in-fact

925 Bush St., 10th Fl

San Francisco

(City)

(Assignor's Address)

CA

(State)

94104

(Zip Code)

Assignee

or

Attorney-in-fact

for Lightning Dock Geothermal 41-01, LLC.

Title 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on page 3)

(Form 3000-3, page 2)

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DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
**ASSIGNMENT OF RECORD TITLE INTEREST IN A
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Geothermal Steam Act of 1970 (30 U.S.C. 1001 - 1025)
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FORM APPROVED
OMB NO: 1004-0034
Expires: April 30, 2009

Lease Serial No.
NM108801

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	Owned	Conveyed	Retained	Reserved	Previously reserved or conveyed
a	b	c	d	e	f
T25S, R20W, N.M.P.M. Sec. 14: All Containing 640.00 acres, more or less	100 %	100 %	-0-	-0-	Those of record

FOR BLM USE ONLY - DO NOT WRITE BELOW THIS LINE

UNITED STATES OF AMERICA

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☐ Assignment approved for above described lands;

☐ Assignment approved for attached land description

Assignment approved effective _____

☐ Assignment approved for land description indicated on reverse of this form

By _____
Bureau of Land Management (BLM)

(Title)

(Date)

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Executed this 27th day of November 20 07

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Name of Assignor as shown on current lease

Lightning Duck Geothermal, Inc.

(Please type or print)

Assignor

[Signature]

(Signature)

or

Attorney-in-fact

(Signature)

225 Bush St. 16th Fl.

(Assignor's Address)

San Francisco

(City)

CA

(State)

94104

(Zip Code)

Assignee

[Signature]

(Signature)

or

Attorney-in-fact

(Signature)

for Lightning Duck Geothermal, HI-DI, LLC.

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(Continued on page 3)

(Form 3000-3, page 2)

APPENDIX A: RESOURCE RIGHTS

NEW MEXICO STATE LAND OFFICE ASSIGNMENT OF MINERAL LEASE					FOR OFFICE USE ONLY										
					Lease No. <u>GTR-304</u>										
					From No. <u>0</u> To No. <u>1</u>										
<p>KNOWN ALL MEN BY THESE PRESENTS:</p> <p>That <u>THOMAS W. McCants</u>, hereinafter called "Assignor", for and in consideration of the sum of One Dollar, and other good and valuable consideration paid by <u>Americulture, Inc.</u>, whose Post Office address is <u>506 Paul Plaza, Los Alamos, N.M. 87544</u>, (Assignee) hereinafter called the "Assignee", has sold, transferred, set over and assigned, and by these presents does sell, transfer, set over and assign to the Assignee, his heirs, successors, and assigns, all of the Assignor's right, title, interest and claim in and to that certain Mineral Lease No. <u>GTR-304</u> made by the State of New Mexico to <u>THOMAS W. McCants</u>, under date of <u>September 9</u>, 19<u>85</u>, only insofar as said lease covers the following described land to wit:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Section</th> <th>Range</th> <th>Township</th> <th>Sub-division</th> <th>Acres</th> </tr> </thead> <tbody> <tr> <td>Ref. Sch. <u>7</u></td> <td><u>25S</u></td> <td><u>19N</u></td> <td><u>W1/2 NE1/4</u></td> <td><u>10.00</u></td> </tr> </tbody> </table> <p>TRACT #10 HIDALGO COUNTY See Attached Survey</p> <p>Together with the personal property thereon, if any, appurtenant thereto, or used or obtained in connection herewith.</p> <p>The Assignee covenants and agrees to perform all obligations to the State of New Mexico insofar as said described lands are affected, and to pay such rental and royalties, and to do such other acts as are by said lease required as to the above-described subdivisions, in the same extent and in the same manner as if the provisions of said lease were fully set out herein and Assignor is relieved of such obligations and duties.</p> <p>It is agreed that the Assignee shall succeed to all the rights, benefits and privileges granted the Lessee by the terms of said lease, as to the lands above described.</p> <p>Signed this <u>17th</u> day of <u>December</u>, 19<u>96</u>.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____ SECRETARY (Corporation Only)</p> </div> <div style="width: 45%;"> <p>_____ ASSIGNOR (If Corporation Print or Type Name of Corporation and Examining Officer) <u>THOMAS W. McCants</u> <u>Martha J. McCants</u> Wife (If Applicable) <u>Martha J. McCants</u></p> </div> </div> <p style="text-align: center;">(PERSONAL ACKNOWLEDGMENT)</p> <p>STATE OF <u>New Mexico</u> COUNTY OF <u>Hidalgo</u></p> <p>The foregoing instrument was acknowledged before me this <u>19th</u> day of <u>December</u>, 19<u>96</u>, by <u>Martha J. McCants and Thomas W. McCants</u></p> <p>My Commission Expires: <u>June 12, 1999</u> <u>Barbara J. Juijillo</u> Notary Public</p> <p style="text-align: center;">(ACKNOWLEDGMENT BY ATTORNEY-IN-FACT)</p> <p>STATE OF _____ COUNTY OF _____</p> <p>The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____ as attorney-in-fact in behalf of _____</p> <p>My Commission Expires _____ Notary Public</p>						Section	Range	Township	Sub-division	Acres	Ref. Sch. <u>7</u>	<u>25S</u>	<u>19N</u>	<u>W1/2 NE1/4</u>	<u>10.00</u>
Section	Range	Township	Sub-division	Acres											
Ref. Sch. <u>7</u>	<u>25S</u>	<u>19N</u>	<u>W1/2 NE1/4</u>	<u>10.00</u>											

Figure A.1. New Mexico State Mineral Lease Assignment.



State of New Mexico
Commissioner of Public Lands
310 OLD SANTA FE TRAIL P.O. BOX 1148
SANTA FE, NEW MEXICO 87504-1148

RAY POWELL, M.S., D.V.M.
COMMISSIONER

(505) 827-5760
FAX (505) 827-5766

January 26, 1996

Americulture, Inc.
536 Paul Place
Los Alamos, New Mexico 87544

Mr. Gary Seawright


Re: Assignment of State of New Mexico Geothermal Lease No. GTR-304-1

Dear Mr. Seawright:

Enclosed is an approved copy of the above referenced assignment and collateral assignment for your records.

If we can be of additional assistance to you, please contact Karen S. Kreutzer at (505) 827-5750.

Sincerely,


LARRY KEHOE, Director
Oil, Gas and Minerals Division


LK/KSK/lak

Encl.

cc: Thomas W. McCants
Star Route, Box 265
Almas, New Mexico 88020

2002 JUN 19 PM 4:12

Figure A.2. New Mexico State Mineral Lease Assignment confirmation letter.



NEW MEXICO STATE LAND OFFICE
COLLATERAL ASSIGNMENT

The undersigned Americulture, Inc., a New Mexico corporation
and wife or state of incorporation Partial Assignment of Geothermal Lease
of 536 Paul Place, Los Alamos, NM 87544, the State of New Mexico No. 87R-108
(Specify type of lease or contract)

which expires on the N/A day of N/A, 19 , does hereby assign, transfer and set over unto Thomas W. McCants and Marsha Jacqueline McCants, his wife
Address HC 65, Box 265, Animas, NM 88020

the aforesaid Partial Assignment covering the following described lands of the State of New Mexico, to wit:

10 acres more fully described on copy of survey attached

APPROVED ON January 23 1996
COMMISSIONER OF PUBLIC LANDS

This assignment is made as collateral security for the payment of indebtedness owing by the undersigned to the assignee herein amounting to \$100,000.00, and the payment of further advances that may hereafter be made by the assignee herein to the undersigned, not exceeding; however, the sum of \$100,000.00. The sum of \$70.00 for a filing fee must accompany this application.

If the above indebtedness includes any of the following, please indicate such information: Private Lands (owned and leased) 15 acres; Federal Lands (includes U.S. Forest Service, BLM, etc.) acres; Other state leased lands acres and lease number(s) ; State lands under Purchase Contract(s) acres and Contract number(s) .

This assignment is made subject to all terms and provisions of Sections 19-7-37 through 19-7-45, New Mexico Statutes, Annotated, 1978 Compilation.

GARY L. SEAVRIGHT, Pres.
ASSIGNOR (If Corporation, print or type name of Corporation and Executive Officer)

SECRETARY (Corporation only) WIFE (if applicable)

FEE: \$70.00 (OVER)

Figure A.2: New Mexico State Land Office Collateral Assignment (page 1).

(PERSONAL ACKNOWLEDGMENT)

STATE OF _____

12 day of _____

19____

My Commission expires: _____ NOTARY PUBLIC

(ACKNOWLEDGMENT BY ATTORNEY-IN-FACT)

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____ as attorney-in-fact in behalf of _____

My Commission expires: _____ NOTARY PUBLIC

(ACKNOWLEDGMENT BY CORPORATION)

STATE OF _____

day of _____

My Commission expires: 6-2-96 _____ NOTARY PUBLIC

APPROVAL OF THE COMMISSIONER

Office of the Commissioner of Public Lands
Santa Fe, New Mexico

I hereby certify that the within Assignment was filed in my office on October 24, 1995 approved by me and to be effective as to the State of New Mexico on January 23, 1996.

Ron Powell
COMMISSIONER OF PUBLIC LANDS
STATE OF NEW MEXICO *R. Powell*

2007 APR 19 PM 1:12

Figure A.3: New Mexico State Land Office Collateral Assignment (page 2).