

ORIGINAL

Form 3200-24a  
(July 2007)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Serial No.  
NVN-85725

OFFER TO LEASE AND LEASE FOR GEOTHERMAL RESOURCES  
(For New Leases Issued Under the Energy Policy Act of 2005 [August 5, 2005])

The undersigned (see page 2) offers to lease all or any of the lands in item 2 that are available for lease pursuant to the Geothermal Steam Act of 1970, as amended (30 U.S.C. 1001-1025).

READ INSTRUCTIONS BEFORE COMPLETING

1. Name Magma Energy (U.S.) Corp		1a. Street 9704 S. McCarran Blvd, Ste. 103	
1b. City Reno		1c. State NV	1d. Zip Code 89523

2. Surface managing agency if other than BLM: \_\_\_\_\_ Unit/Project: \_\_\_\_\_  
Legal description of land requested (segregate by public domain and acquired lands): Enter T., R., Meridian, State and County

*William Staloff*

Total Acres Applied for \_\_\_\_\_  
Percent U.S. interest \_\_\_\_\_

Amount remitted: Processing Fee \$ \_\_\_\_\_ Rental Fee \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

DO NOT WRITE BELOW THIS LINE

3. Land included in lease: Enter T., R., Meridian, State and County  
T.0220N, R.0400E, 21 MDM, NV  
Sec. 004 LOTS 1-4;  
004 S2N2,S2;  
005 LOTS 1-4;  
005 S2N2,S2;  
T.0230N, R.0400E, 21 MDM, NV  
Sec. 28, ALL;  
Sec. 29, ALL;  
Sec. 31, LOTS 1-4  
Sec. 31, E2, E2W2;  
Sec. 32, ALL;  
Sec. 34, ALL.  
Churchill and Lander Counties

Total Acres in Lease 4461.46  
Rental Remitted \$ 8924.00

In accordance with the above offer, or the previously submitted competitive bid, this lease is issued granting the exclusive right to drill for, extract, produce, remove, utilize, sell, and dispose of all the geothermal resources in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon, for a primary term of 10 years and subsequent extensions thereof in accordance with 43 CFR subpart 3207. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and, when not inconsistent with the provisions of this lease, regulations and formal orders hereafter promulgated.

Type of Lease:

Competitive

Noncompetitive

Noncompetitive direct use (43 CFR subpart 3205)

THE UNITED STATES OF AMERICA  
BY *Atanda Clark*  
(Signing Official)

Comments:

ATANDA CLARK  
(Printed Name)  
Chief, Branch of Minerals Adjudication  
(Title) AUG 26 2008  
(Date)  
EFFECTIVE DATE OF LEASE: SEP 01 2008  
Check if this is a converted lease   
EFFECTIVE DATE OF LEASE CONVERSION \_\_\_\_\_

(Continued on page 2)

*8/28/08 ms*

4. (a) The undersigned certifies that

(1) The offeror 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, any State or the District of Columbia; (2) All parties holding an interest in the offer are in compliance with 43 CFR part 3200 and the authorizing Act; (3) The offeror's chargeable interests, direct and indirect, do not exceed those allowed under the Act; and (4) The offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located.

(b) The undersigned agrees that signing this offer constitutes acceptance of this lease, including all terms, conditions and stipulations of which the offeror has been given notice, and any amendment or separate lease that may cover any land described in this offer open to lease application at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford the offeror no priority if it is not properly completed and executed in accordance with the regulations or if it is not accompanied by the required payments. Title 18 U.S.C. § 901 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.

Duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Printed Name of Lessor or Attorney-in-Fact Signature of Lessor or Attorney-in-Fact

LEASE TERMS

Sec. 1. Rentals—Rentals must be paid to the proper office of the lessor in advance of each lease year. Annual rental rates per acre or fraction thereof, as applicable, are: (a) Noncompetitive lease (includes post-sale parcels not receiving bids, a direct use lease or a lease issued to a mining claimant): \$1.00 for the first 10 years; thereafter \$5.00; or (b) Competitive lease: \$3.00 for the first year; \$3.60 for the second through tenth year; thereafter \$5.00. Annual rental is always due by the anniversary date of this lease (43 CFR 3211.13), regardless of whether the lease is in a unit or outside of a unit, the lease is in production or not, or royalties or direct use fees apply to the production. Rental may only be credited toward royalty under 43 CFR 3211.15 and 30 CFR 218.303. Rental may not be credited against direct use fees. Failure to pay annual rental timely will result in late fees and will make the lease subject to termination in accordance with 43 CFR 3213.14.

Sec. 2. (a) Royalties—Royalties must be paid to the proper office of the lessor. Royalties are due on the last day of the month following the month of production. Royalties will be computed in accordance with applicable regulations and orders. Royalty rates for geothermal resources produced for the commercial generation of electricity but not sold in an arm's length transaction are: 1.75 percent for the first 10 years of production and 3.5 percent after the first 10 years. The royalty rate is to be applied to the gross proceeds derived from the sale of electricity in accordance with 30 CFR part 206 subpart H. The royalty rate for hydrocarbons derived from geothermal resource production that are minerals specified in section 1 of the Mineral Leasing Act (MLA), as amended (30 U.S.C. 181), is 5 percent, except for sodium compounds, for which the royalty rate is 2 percent for sodium produced between September 29, 2004 and September 29, 2011 (Pub. L. No. 109-318, § 102; note to 30 U.S.C. 263). No royalty is due on byproducts that are not specified in 30 U.S.C. § 181. (43 CFR 3211.19) If this lease or a portion thereof is committed to an approved operationalization or unit agreement and the agreement contains a provision for allocation of production, royalties must be paid on the production allocated to this lease.

(b) Arm's length transactions—The royalty rate for geothermal resources sold by you or your affiliate at arm's length to a purchaser is 10 percent of the gross proceeds derived from the arm's length sale (43 CFR 3211.17, 3211.18). (c) Advanced royalties—In the absence of a suspension, if you cease production for more than one calendar month on a lease that is subject to royalties and that has achieved commercial production, your lease will remain in effect only if you make advanced royalty payments in accordance with 43 CFR 3212.35(a) and 30 CFR 218.305.

(d) Direct use fees—Direct use fees must be paid in lieu of royalties for geothermal resources that are utilized for commercial, residential, agricultural, or other energy needs other than the commercial production or generation of electricity, but not sold in an arm's length transaction (43 CFR 3211.18; 30 CFR 206.356). This requirement applies to any direct use of geothermal resources (unless the resource is exempt as described in 30 CFR 206.351(b)) or the lease is covered by paragraph (e), below) and is not limited to direct use leases. Direct use fees are due on the last day of the month following the month of production. (e) If the lease is a State, tribal, or local government covered by 43 CFR 3211.18(a)(3) and 30 CFR 206.366, check here:  A lease under this paragraph is not subject to paragraph (d), above. In lieu of royalties, the lessee under this paragraph must pay a nominal fee of \$\_\_\_\_\_.

Sec. 3. Bonds—A bond must be filed and maintained for lease operations as required by applicable regulations.

Sec. 4. Work requirements, rate of development, utilization, and drainage—Lessee must perform work requirements in accordance with applicable regulations (43 CFR 3207.11, 3207.12), and must prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves the right to specify rates of development and production and to require lessee to consent to a communitization or unit agreement within 30 days of notice, if in the public interest. Lessee must drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in the amount determined by lessor. Lessor will accept lessee from work requirements only when the lease overlaps a mining claim that has an approved plan of operations and where BLM determines that the development of the geothermal resource on the lease would interfere with its mining operation (43 CFR 3207.17).

Sec. 5. Documents, evidence, and inspection—Lessee must file with the proper office of the lessor, not later than (10) days after the effective date thereof, any contract or evidence of other arrangement for the sale, use, or disposal of geothermal resources, byproducts produced, or for the sale of electricity generated using geothermal resources produced from the lease. At such times and in such form as lessor may prescribe, lessee must furnish detailed statements and all documents showing (a) amounts and quality of all geothermal resources produced and used (either for commercial production or generation of electricity, or in a direct use operation) or sold; (b) proceeds derived therefrom, or from the sale of electricity generated using such resources; (c) amounts that are unavoidably lost or rejected before use, used to generate plant parasitic electricity (as defined in 30 CFR 206.351) or electricity for lease operations, or otherwise used for lease operations related to the commercial production or generation of electricity; and (d) amounts and quality of all byproducts produced and proceeds derived from the sale or disposition thereof. Lessee may be required to provide plans and schematic diagrams showing development work and improvements, and reports with respect to parties in interest.

In a format and manner approved by lessor, lessee must keep a daily drilling record, a log, and complete formation on well surveys and tests; keep a record of subsurface investigations; and furnish copies to lessor when required.

Lessee must keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee must maintain copies of all contracts, sales agreements, accounting records, billing records, invoices, gross proceeds and payment data regarding the sale, disposition, or use of geothermal resources, byproducts produced, and the use of electricity generated using resources produced from the lease, and all other information relevant to determining royalties or direct use fees. All such records must be maintained in lessee's accounting offices for future audit by lessor and produced upon request by lessor or lessor's authorized representative or agent. Lessee must maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessee.

Sec. 6. Conduct of operations—Lessee must conduct operations in a manner that minimizes adverse impacts to the land, wet, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee must take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with leased rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of access and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses on or in the leased lands, including the approval of easements or rights-of-way. Such use will be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee. Prior to disturbing the surface of the leased lands, lessee must contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessor may require lessee to complete minor inventories or short term special studies under guidelines provided by lessor. If, in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee must immediately contact lessor. Lessee must cease any operations that are likely to affect or take such species, or result in the modification, damage or destruction of such habitats or objects.

Sec. 7. Production of byproducts—If the production, use, or conversion of geothermal resources from these leased lands is susceptible of producing a valuable byproduct or byproducts, including commercially demineralized water for beneficial use in accordance with applicable State water laws, lessor may require substantial beneficial production or use thereof by lessee.

Sec. 8. Damages to property—Lessee must pay lessor for damages to lessor's improvements, and must save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 9. Protection of diverse interests and equal opportunity—Lessee must maintain a safe working environment in accordance with applicable regulations and standard industry practices, and take measures necessary to protect public health and safety. Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. Lessee must comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractor may maintain segregated facilities.

Sec. 10. Transfer of lease interests and relinquishment of lease—As required by regulations, lessee must file with lessor any assignment or other transfer of an interest in this lease. Subject to the requirements of 43 CFR subpart 3213, lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which will be effective as of the date BLM receives it, subject to the continued obligation of the lessee and estate to be responsible for: paying all accrued rentals and royalties; plugging and abandoning all wells on the relinquished land, restoring and reclaiming the surface and other resources; and complying with 43 CFR 3200.4.

Sec. 11. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee must place all wells in condition for suspension or abandonment, reclaim the land as specified by lessor, and within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of productive wells or continued protection of the environment.

Sec. 12. Proceedings in case of default—If lessee fails to comply with any provisions of this lease or other applicable requirements under 43 CFR 3200.4, and the noncompliance continues for 30 days after written notice thereof, this lease will be subject to termination in accordance with the Act and 43 CFR 3213. This provision will not be construed to prevent the exercise by lessor of any other legal and equitable remedy or action, including without limitation the default. Any such remedy, waiver, or action will not prevent later termination for the same default occurring at any other time. Whenever the lessee fails to comply in a timely manner with any of the provisions of the Act, this lease, the regulations, or other applicable requirements under 43 CFR 3200.4, and immediate action is required, the lessor may enter on the leased lands and take measures deemed necessary to correct the failure at the lessee's expense.

Sec. 13. Heirs and successors-in-interest—Each obligation of this lease will extend to and be binding upon, and every benefit hereof will inure to, the heirs, executors, administrators, successors, or assigns of the respective parties hereto.

## INSTRUCTIONS

## A. General

1. Items 1 and 2 need to be completed only by parties filing for a noncompetitive lease. The BLM will complete the front of the form for other types of leases. The BLM may use the "Comments" space under Item 3 to identify when: the lessee has elected to make all lease terms subject to the Energy Policy Act of 2005 under 43 CFR 3200.7(a)(2) or 43 CFR 3200.8(b) (box labeled "converted lease" must also be checked); the lease is being issued noncompetitively to a party who holds a mining claim on the same lands as is covered by the lease under 43 CFR 3204.12; the lease is a direct use lease issued to a State, local, or tribal government (box at section 2(E) under Lease Terms must also be checked); the lease is a competitive lease with direct-use-only stipulations attached; or other circumstances exist. A lessee who seeks to convert only the royalty rate of a lease under 43 CFR 3212.25 or who qualifies for a case-by-case royalty rate determination under 43 CFR 3211.17(b)(1)(i) should not use this form, but should instead use an addendum to the existing lease.
2. Entries must be typed or printed plainly in ink. The offeror must sign the form (Item 4) in ink.
3. An original and two copies of this offer must be prepared and filed in the proper BLM State Office. See regulations at 43 CFR 1821.10 for office locations.
4. If more space is needed, additional sheets must be attached to each copy of the form submitted.

## B. Specific

Item 1—Enter the offeror's name and billing address.

Item 2—Indicate the agency managing the surface use of the land and the name of the unit or project of which the land is a part. The offeror may also provide other information that will assist in establishing status of the lands. The description of land must conform to 43 CFR 3203.10. Total acres applied for must not exceed that allowed by regulations (43 CFR 3203.10; 43 CFR 3206.12).

Payments: For noncompetitive leases, the amount remitted must include the processing fee for noncompetitive lease applications (43 CFR 3204.10; 43 CFR 3000.12) and the first year's rental at the rate of \$1 per acre or fraction thereof. If the United States owns only a fractional interest in the geothermal resources, you must pay a prorated rental under 43 CFR 3211.11(d). The BLM will retain the processing fee even if the offer is completely rejected or withdrawn. To maintain the offeror's priority, the offeror must submit rental sufficient to cover all the land requested. If the land requested includes lots or irregular quarter-quarter sections, the exact acreage of which is not known to the offeror, rental should be submitted on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn or rejected in whole or in part before a lease issues, the BLM will return the rental remitted for the parts withdrawn or rejected.

The BLM will fill in the processing fee for competitive lease applications (43 CFR 3203.17; 43 CFR 3000.12) and the first year's rental at the rate of \$2 per acre or fraction thereof.

Item 3—The BLM will complete this space.

## NOTICES

The Privacy Act of 1974 and the regulation at 43 CFR 2.41(d) provide that you be furnished with the following information in connection with information required by this geothermal lease application.

**AUTHORITY:** 30 U.S.C. 1000 et seq.

**PRINCIPAL PURPOSE—**The information is to be used to process geothermal lease applications.

**ROUTINE USES:** (1) The adjudication of the lessee's rights to the land or resources. (2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources. (3) Transfer to appropriate Federal agencies when concurrence is required prior to granting uses or rights in public lands or resources. (4) Transfer to the appropriate Federal, State, local, or foreign agencies, when relevant to civil, criminal, or regulatory investigations or prosecutions.

ENDANGERED SPECIES ACT  
SECTION 7 CONSULTATION STIPULATION

The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modifications of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act, 16 USC § 1531 *et seq.*, as amended, including completion of any required procedure for conference or consultation.

**CULTURAL RESOURCE PROTECTION**  
**LEASE STIPULATION**

This lease may be found to contain historic properties or resources protected under the National Historic Preservation Act, American Indian Religious Freedom Act, Native American Graves Protection and Repatriation Act, EO 13007, or other statutes and executive orders. The BLM will not approve any ground-disturbing activities that may affect any such properties or resources until it completes its obligations under applicable requirements of the NHPA and other authorities. The BLM may require exploration or development proposals to be modified to protect such properties, or it may disapprove any activity that is likely to result in adverse effects that could not be successfully avoided, minimized, or mitigated.

**TIMING LIMITATION STIPULATIONS**  
**SAGE GROUSE STRUTTING AND NESTING AREAS**

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities.

Surface use is prohibited from March 1- August 1 within 2.0 miles (line of site) of sage grouse strutting or nesting areas described below or on newly identified strutting or nesting areas.

**Description of Lands**

PARCEL NV-08-08-021

ALL LANDS

GEO-1

**NATIVE AMERICAN CONSULTATION STIPULATION**

The lessee shall comply with the following special conditions and stipulations unless they are modified by mutual agreement of the Lessee and the Authorized Officer (AO):

All development activities proposed under the authority of this lease are subject to the requirement for Native American consultation prior to BLM authorizing the activity. Depending on the nature of the lease developments being proposed and the resources of concerns to tribes potentially effected, Native American consultation and resulting mitigation measures to avoid significant impacts may extend time frames for processing authorizations for development activities, as well as, change in the ways in which developments are implemented.

**Description of Lands**

PARCEL NV-08-08-001	T. 20 N., R. 26 E., MDM, Nevada sec. 04, lots 5-12, S2; sec. 08, all; sec. 16, all; sec. 20, lots 1-8, N2; sec. 28, all.
PARCEL NV-08-08-006	ALL LANDS
PARCEL NV-08-08-007	ALL LANDS.
PARCEL NV-08-08-008	ALL LANDS
PARCEL NV-08-08-010	ALL LANDS
PARCEL NV-08-08-011	ALL LANDS
PARCEL NV-08-08-016	ALL LANDS
PARCEL NV-08-08-021	T. 22 N., R. 40 E., MDM, Nevada sec. 04, portion within Carson City; sec. 05, lots 1-4, S2N2, S2; T. 23 N., R. 40 E., MDM, Nevada sec. 28, portion within Carson City; sec. 29, all; sec. 31, lots 1-4, E2, E2W2; sec. 32, all.
PARCEL NV-08-08-022	ALL LANDS
PARCEL NV-08-08-023	ALL LANDS

**RIPARIAN AREAS STIPULATION**

The lessee shall comply with the following special conditions and stipulations unless they are modified by mutual agreement of the Lessee and the Authorized Officer (AO):

No surface occupancy or disturbance will be allowed within 650 feet (horizontal measurement) of any surface water bodies, riparian areas, wetlands, playas, or 100-year floodplains to protect the integrity of these resources (as delineated by the presence of riparian vegetation and not actual water). Exceptions to this restriction may be considered on a case-by-case basis if the BLM determines at least one of the following conditions apply: 1) additional development is proposed in an area where current development has shown no adverse impacts, 2) suitable off-site mitigation will be provided if habitat loss is expected, or 3) BLM determines development proposed under any plan of operations ensures adequate protection of the resources.

**Description of Lands**

PARCEL NV-08-08-001	T. 20 N., R. 26 E., MDM, Nevada sec. 04, lots 5-12, S2; sec. 08, all; sec. 16, all; sec. 20, lots 1-8, N2; sec. 28, all.
PARCEL NV-08-08-006	ALL LANDS
PARCEL NV-08-08-007	ALL LANDS.
PARCEL NV-08-08-008	ALL LANDS
PARCEL NV-08-08-010	ALL LANDS
PARCEL NV-08-08-011	ALL LANDS
PARCEL NV-08-08-016	ALL LANDS
PARCEL NV-08-08-021	T. 22 N., R. 40 E., MDM, Nevada sec. 04, portion within Carson City; sec. 05, lots 1-4, S2N2, S2; T. 23 N., R. 40 E., MDM, Nevada sec. 28, portion within Carson City; sec. 29, all; sec. 31, lots 1-4, E2, E2W2; sec. 32, all.
PARCEL NV-08-08-022	ALL LANDS
PARCEL NV-08-08-023	ALL LANDS

ORIGINAL

Form 3200-24a  
(July 2007)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Serial No.  
NVN-85726

OFFER TO LEASE AND LEASE FOR GEOTHERMAL RESOURCES  
(For New Leases Issued Under the Energy Policy Act of 2005 [August 5, 2005])

The undersigned (see page 2) offers to lease all or any of the lands in item 2 that are available for lease pursuant to the Geothermal Steam Act of 1970, as amended (30 U.S.C. 1001-1025).

READ INSTRUCTIONS BEFORE COMPLETING

1. Name Magma Energy (U.S.) Corp	1a. Street 9704 S. McCarran Blvd, Ste. 103
1b. City Reno	1c. State NV
	1d. Zip Code 89523

2. Surface managing agency if other than BLM: \_\_\_\_\_ Unit/Project: \_\_\_\_\_  
 Legal description of land requested (segregate by public domain and acquired lands): Enter T., R., Meridian, State and County

*Application  
8/26/08*

Total Acres Applied for \_\_\_\_\_

Percent U.S. interest \_\_\_\_\_

Amount remitted: Processing Fee \$ \_\_\_\_\_ Rental Fee \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

DO NOT WRITE BELOW THIS LINE

3. Land included in lease: Enter T., R., Meridian, State and County

T.0220N, R.0400E, 21 MDM, NV

Sec. 006 LOTS 1-7;	Sec. 009 ALL;	Sec. 019 E2, E2W2.
006 S2NE, SENW, E2SW, SE;	Sec. 017 ALL;	
007 LOTS 1-4;	Sec. 018, LOTS 1-4;	
007 E2, E2W2;	Sec. 018 E2, E2W2;	
008 ALL;	Sec. 019 LOTS 1-4;	

Churchill and Lander Counties

Total Acres in Lease 4435.60

Rental Retained \$ 8672.00

In accordance with the above offer, or the previously submitted competitive bid, this lease is issued granting the exclusive right to drill for, extract, produce, remove, utilize, sell, and dispose of all the geothermal resources in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon, for a primary term of 10 years and subsequent extensions thereof in accordance with 43 CFR subpart 3207. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and, when not inconsistent with the provisions of this lease, regulations and formal orders hereafter promulgated.

Type of Lease:

- Competitive
- Noncompetitive
- Noncompetitive direct use (43 CFR subpart 3205)

Comments:

THE UNITED STATES OF AMERICA

BY *Atanda Clark*  
(Signing Official)

ATANDA CLARK  
(Printed Name)

Chief, Branch of Minerals Adjudication AUG 26 2008  
(Title) (Date)

EFFECTIVE DATE OF LEASE SEP 01 2008

Check if this is a converted lease

EFFECTIVE DATE OF LEASE CONVERSION \_\_\_\_\_

(Continued on page 2)

*8/26/08 ms*

CDI Filing

4. (a) The undersigned certifies that: (1) The offer 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, any State or the District of Columbia; (2) All parties holding an interest in the offer are in compliance with 43 CFR part 3200 and the mineral leasing Act; (3) The offeror's chargeable interests, direct and indirect, do not exceed those allowed under the Act; and (4) The offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located.
- (b) The undersigned agrees that signing this offer constitutes acceptance of this lease, including all terms, conditions and stipulations of which the offeror has been given notice, and any amendment or separate lease that may cover any land described in this offer open to lease application at the time this offer was filed but omitted for any reasons from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford the offeror no priority if it is not properly completed and executed in accordance with the regulations or if it is not accompanied by the required payments. Title 18 U.S.C. § 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 or to any matter within its jurisdiction.

Duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 (Printed Name of Lessee or Attorney-in-Fact) (Signature of Lessee or Attorney-in-Fact)

**LEASE TERMS**

**Sec. 1. Rentals**—Rentals must be paid to the proper office of the lessee in advance of each lease year. Annual rental rates per acre or fraction thereof, as applicable, are:

- (a) Noncompetitive lease (includes post-sale parcels not receiving bids, a direct use lease or a lease issued to a mining claimant): \$1.00 for the first 10 years; thereafter \$5.00; or
  - (b) Competitive lease: \$1.00 for the first year; \$3.00 for the second through tenth year; thereafter \$5.00.
- Annual rental is always due by the anniversary date of this lease (43 CFR 3211.13), regardless of whether the lease is in a well or outside of a well, the lease is in production or not, or royalties or direct use fees apply to the production.

Rental may only be credited toward royalty under 43 CFR 3211.15 and 30 CFR 218.303. Rental may not be credited against direct use fees. Failure to pay annual rental timely will result in late fees and will make the lease subject to termination in accordance with 43 CFR 3213.14.

Lessee must keep open at all reasonable times for inspection by any authorized officer of lessee, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee must maintain copies of all contracts, sales agreements, accounting records, billing records, invoices, gross proceeds and payment data regarding the sale, disposition, or use of geothermal resources, byproducts produced, and the sale of electricity generated using resources produced from the lease, and all other information relevant to determining royalties or direct use fees. All such records must be maintained in lessee's accounting offices for future audit by lessee and produced upon request by lessee or lessee's authorized representative or agent. Lessee must maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessee.

**Sec. 2. (a) Royalties**—Royalties must be paid to the proper office of the lessee. Royalties are due on the last day of the month following the month of production. Royalties will be computed in accordance with applicable regulations and orders. Royalty rates for geothermal resources produced for the commercial generation of electricity but not sold in an arm's length transaction are: 1.75 percent for the first 10 years of production and 3.5 percent after the first 10 years. The royalty rate is to be applied to the gross proceeds derived from the sale of electricity in accordance with 30 CFR part 206 subpart 21.

The royalty rate for byproducts derived from geothermal resource production that are minerals specified in section 1 of the Mineral Leasing Act (MLA), as amended (30 U.S.C. 181), is 5 percent, except for sodium compounds, for which the royalty rate is 2 percent for sodium produced between September 29, 2006 and September 29, 2011 (Pub. L. No. 109-336, § 102; note to 30 U.S.C. 262). No royalty is due on byproducts that are not specified in 30 U.S.C. § 181. (43 CFR 3211.15.)

If this lease or a portion thereof is committed to an approved communitization or unit agreement and the agreement contains a provision for allocation of production, royalties must be paid on the production allocated to this lease.

(b) Arm's length transactions—The royalty rate for geothermal resources sold by you or your affiliate at arm's length to a purchaser is 10 percent of the gross proceeds derived from the arm's-length sale (43 CFR 3211.17, 3211.18).

(c) Advanced royalties—In the absence of a suspension, if you cease production for more than one calendar month on a lease that is subject to royalties and that has achieved commercial production, your lease will remain in effect only if you make advanced royalty payments in accordance with 43 CFR 3212.13(a) and 30 CFR 218.303.

(d) Direct use fees—Direct use fees must be paid in lieu of royalties for geothermal resources that are utilized for commercial, residential, agricultural, or other energy needs other than the commercial production or generation of electricity, but not sold in an arm's length transaction (43 CFR 3211.18; 30 CFR 206.356). This requirement applies to any direct use of federal geothermal resources (unless the resource is exempted as described in 30 CFR 202.311(b)) or the lease is covered by paragraph (a), below) and is not limited to direct use leases. Direct use fees are due on the last day of the month following the month of production.

(e) If the lessee is a State, tribal, or local government covered by 43 CFR 3211.18(a)(3) and 30 CFR 206.356, check here:  A lessee under this paragraph is not subject to paragraph (d), above. In lieu of royalties, the lessee under this paragraph must pay a nominal fee of \$\_\_\_\_\_.

**Sec. 5. Conduct of operations**—Lessee must conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee must take reasonable measures deemed necessary by lessee to accomplish the intent of this section. To the extent consistent with leased rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of intakes and local reclamation measures. Lessee reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses will be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee. Prior to disturbing the surface of the leased lands, lessee must contact lessee to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may require lessee to complete precise inventories or short term special studies under guidelines provided by lessee. In the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee must immediately contact lessee. Lessee must cease any operations that are likely to affect or take such species, or result in the modification, damage or destruction of such habitats or objects.

**Sec. 7. Production of byproducts**—If the production, use, or conversion of geothermal resources from this leased lands is susceptible of producing a valuable byproduct or byproducts, including commercially demineralized water for beneficial use in accordance with applicable State water laws, lessee may require substantial beneficial production or use thereof by lessee.

**Sec. 8. Damage to property**—Lessee must pay lessee for damage to lessee's improvements, and must save and hold lessee harmless from all claims for damage or harm to persons or property as a result of lease operations.

**Sec. 9. Protection of diverse interests and equal opportunity**—Lessee must maintain a safe working environment in accordance with applicable regulation and standard industry practices, and take measures necessary to protect public health and safety. Lessee reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. Lessee must comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessee's subcontractor may maintain segregated facilities.

**Sec. 10. Transfer of lease interests and relinquishment of lease**—As required by regulations, lessee must file with lessee any assignment or other transfer of an interest in this lease. Subject to the requirements of 43 CFR subpart 3213, lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which will be effective as of the date BLM receives it, subject to the continued obligation of the lessee and surety to be responsible for: paying all accrued rentals and royalties; plugging and abandoning all wells on the relinquished land; restoring and reclaiming the surface and other resources; and complying with 43 CFR 3200.4.

**Sec. 11. Delivery of premises**—At such time as all or portions of this lease are returned to lessee, lessee must place all wells in condition for suspension or abandonment, reclaim the land as specified by lessee, and within a reasonable period of time, remove equipment and improvements not deemed necessary by lessee for preservation of producible wells or continued protection of the environment.

**Sec. 12. Proceedings in case of default**—If lessee fails to comply with any provisions of this lease or other applicable requirements under 43 CFR 3200.4, and the noncompliance continues for 30 days after written notice thereof, this lease will be subject to termination in accordance with the Act and 43 CFR 3213. This provision will not be construed to prevent the exercise by lessee of any other legal and equitable remedy or action, including waiver of the default. Any such remedy, waiver, or action will not prevent later termination for the same default occurring at any other time. Whenever the lessee fails to comply in a timely manner with any of the provisions of the Act, this lease, the regulations, or other applicable requirements under 43 CFR 3200.4, and immediate action is required, the lessee may enter on the leased lands and take measures deemed necessary to correct the failure at the lessee's expense.

**Sec. 13. Heirs and successors-in-interest**—Each obligation of this lease will extend to and be binding upon, and every benefit hereof will inure to, the heirs, executors, administrators, successors, or assigns of the respective parties herein.

**Sec. 3. Bonds**—A bond must be filed and maintained for lease operations as required by applicable regulations.

**Sec. 4. Work requirements, site of development, reclamation, and drainage**—Lessee must perform work requirements in accordance with applicable regulations (43 CFR 3207.11, 3207.12), and must prevent unnecessary damage to, loss of, or waste of leased resources. Lessee reserves the right to specify rates of development and production and to require lessee to consent to a communitization or unit agreement, within 30 days of notice, if in the public interest. Lessee must drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in the amount determined by lessee. Lessee will exempt lessee from work requirements only where the lease overrides a mining claim that has an approved plan of operations and where BLM determines that the development of the geothermal resource on the lease would interfere with the mining operation (43 CFR 3207.13).

**Sec. 5. Documents, evidence, and inspection**—Lessee must file with the proper office of the lessee, not later than 90 days after the effective date thereof, any contract or evidence of other arrangement for the sale, use, or disposal of geothermal resources, byproducts produced, or for the sale of electricity generated using geothermal resources produced from the lease. At such times and in such form as lessee may prescribe, lessee must furnish detailed statements and all documents showing (a) amounts and quality of all geothermal resources produced and used (either for commercial production or generation of electricity, or in a direct use operation) or sold; (b) proceeds derived therefrom or from the sale of electricity generated using such resources; (c) amounts that are unavailability lost or relinquished before use, used to generate plant parasitic electricity (as defined in 30 CFR 206.351) or electricity for lease operations, or otherwise used for lease operations related to the commercial production or generation of electricity; and (d) amounts and quality of all byproducts produced and proceeds derived from the sale or disposition thereof. Lessee may be required to provide plans and schematic diagrams showing development work and improvements, and reports with respect to parties in interest.

A formal and master approved by lessee, lessee must keep a daily drilling record, a log, and complete information on well surveys and tests; keep a record of subsurface investigations; and furnish copies to lessee when required.

## INSTRUCTIONS

## A. General

1. Items 1 and 2 need to be completed only by parties filing for a noncompetitive lease. The BLM will complete the front of the form for other types of leases. The BLM may use the "Comments" space under Item 3 to identify when: the lessee has elected to make all lease terms subject to the Energy Policy Act of 2005 under 43 CFR 3200.7(a)(2) or 43 CFR 3200.8(b) (box labeled "converted lease" must also be checked); the lease is being issued noncompetitively to a party who holds a mining claim on the same lands as is covered by the lease under 43 CFR 3204.12; the lease is a direct use lease issued to a State, local, or tribal government (box at section 2(B) under Lease Terms must also be checked); the lease is a competitive lease with direct-use-only stipulations attached; or other circumstances exist. A lessee who seeks to convert only the royalty rate of a lease under 43 CFR 3212.25 or who qualifies for a case-by-case royalty rate determination under 43 CFR 3211.17(b)(1)(i) should not use this form, but should instead use an addendum to the existing lease.
2. Entries must be typed or printed plainly in ink. The offeror must sign the form (Item 4) in ink.
3. An original and two copies of this offer must be prepared and filed in the proper BLM State Office. See regulations at 43 CFR 1821.10 for office locations.
4. If more space is needed, additional sheets must be attached to each copy of the form submitted.

## B. Specific

Item 1—Enter the offeror's name and billing address.

Item 2—Indicate the agency managing the surface use of the land and the name of the unit or project of which the land is a part. The offeror may also provide other information that will assist in establishing status of the lands. The description of land must conform to 43 CFR 3203.10. Total acres applied for must not exceed that allowed by regulations (43 CFR 3203.10; 43 CFR 3206.12).

Payments: For noncompetitive leases, the amount remitted must include the processing fee for noncompetitive lease applications (43 CFR 3204.10; 43 CFR 3000.12) and the first year's rental at the rate of \$1 per acre or fraction thereof. If the United States owns only a fractional interest in the geothermal resources, you must pay a prorated rental under 43 CFR 3211.11(d). The BLM will retain the processing fee even if the offer is completely rejected or withdrawn. To maintain the offeror's priority, the offeror must submit rental sufficient to cover all the land requested. If the land requested includes lots or irregular quarter-quarter sections, the exact acreage of which is not known to the offeror, rental should be submitted on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn or rejected in whole or in part before a lease issues, the BLM will return the rental remitted for the parts withdrawn or rejected.

The BLM will fill in the processing fee for competitive lease applications (43 CFR 3203.17; 43 CFR 3000.12) and the first year's rental at the rate of \$2 per acre or fraction thereof.

Item 3—The BLM will complete this space.

## NOTICES

The Privacy Act of 1974 and the regulation at 43 CFR 2.48(d) provide that you be furnished with the following information in connection with information required by this geothermal lease application.

AUTHORITY: 30 U.S.C. 1000 et seq.

PRINCIPAL PURPOSE—The information is to be used to process geothermal lease applications.

ROUTINE USES: (1) The adjudication of the lessee's rights to the land or resources. (2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources. (3) Transfer to appropriate Federal agencies when concurrence is required prior to granting uses or rights in public lands or resources. (4) Transfer to the appropriate Federal, State, local, or foreign agencies, when relevant to civil, criminal, or regulatory investigations or prosecutions.

ENDANGERED SPECIES ACT  
SECTION 7 CONSULTATION STIPULATION

The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modifications of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act, 16 USC § 1531 *et seq.*, as amended, including completion of any required procedure for conference or consultation.

**CULTURAL RESOURCE PROTECTION**  
**LEASE STIPULATION**

This lease may be found to contain historic properties or resources protected under the National Historic Preservation Act, American Indian Religious Freedom Act, Native American Graves Protection and Repatriation Act, EO 13007, or other statutes and executive orders. The BLM will not approve any ground-disturbing activities that may affect any such properties or resources until it completes its obligations under applicable requirements of the NHPA and other authorities. The BLM may require exploration or development proposals to be modified to protect such properties, or it may disapprove any activity that is likely to result in adverse effects that could not be successfully avoided, minimized, or mitigated.

**NATIVE AMERICAN CONSULTATION STIPULATION**

The lessee shall comply with the following special conditions and stipulations unless they are modified by mutual agreement of the Lessee and the Authorized Officer (AO):

All development activities proposed under the authority of this lease are subject to the requirement for Native American consultation prior to BLM authorizing the activity. Depending on the nature of the lease developments being proposed and the resources of concerns to tribes potentially effected, Native American consultation and resulting mitigation measures to avoid significant impacts may extend time frames for processing authorizations for development activities, as well as, change in the ways in which developments are implemented.

**Description of Lands**

PARCEL NV-08-08-001	T. 20 N., R. 26 E., MDM, Nevada sec. 04, lots 5-12, S2; sec. 08, all; sec. 16, all; sec. 20, lots 1-8, N2; sec. 28, all.
PARCEL NV-08-08-006	ALL LANDS
PARCEL NV-08-08-007	ALL LANDS.
PARCEL NV-08-08-008	ALL LANDS
PARCEL NV-08-08-010	ALL LANDS
PARCEL NV-08-08-011	ALL LANDS
PARCEL NV-08-08-016	ALL LANDS
PARCEL NV-08-08-021	T. 22 N., R. 40 E., MDM, Nevada sec. 04, portion within Carson City; sec. 05, lots 1-4, S2N2, S2; T. 23 N., R. 40 E., MDM, Nevada sec. 28, portion within Carson City; sec. 29, all; sec. 31, lots 1-4, E2, EZW2; sec. 32, all.
PARCEL NV-08-08-022	ALL LANDS
PARCEL NV-08-08-023	ALL LANDS

RIPARIAN AREAS STIPULATION

The lessee shall comply with the following special conditions and stipulations unless they are modified by mutual agreement of the Lessee and the Authorized Officer (AO):

No surface occupancy or disturbance will be allowed within 650 feet (horizontal measurement) of any surface water bodies, riparian areas, wetlands, playas, or 100-year floodplains to protect the integrity of these resources (as delineated by the presence of riparian vegetation and not actual water). Exceptions to this restriction may be considered on a case-by-case basis if the BLM determines at least one of the following conditions apply: 1) additional development is proposed in an area where current development has shown no adverse impacts, 2) suitable off-site mitigation will be provided if habitat loss is expected, or 3) BLM determines development proposed under any plan of operations ensures adequate protection of the resources.

Description of Lands

PARCEL NV-08-08-001	T. 20 N., R. 26 E., MDM, Nevada sec. 04, lots 5-12, S2; sec. 08, all; sec. 16, all; sec. 20, lots 1-3, N2; sec. 28, all.
PARCEL NV-08-08-006	ALL LANDS
PARCEL NV-08-08-007	ALL LANDS.
PARCEL NV-08-08-008	ALL LANDS
PARCEL NV-08-08-010	ALL LANDS
PARCEL NV-08-08-011	ALL LANDS
PARCEL NV-08-08-016	ALL LANDS
PARCEL NV-08-08-021	T. 22 N., R. 40 E., MDM, Nevada sec. 04, portion within Carson City; sec. 05, lots 1-4, S2N2, S2; T. 23 N., R. 40 E., MDM, Nevada sec. 28, portion within Carson City; sec. 29, all; sec. 31, lots 1-4, E2, E2W2; sec. 32, all.
PARCEL NV-08-08-022	ALL LANDS
PARCEL NV-08-08-023	ALL LANDS

ORIGINAL

Form 3200-24a (July 2007)

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Serial No. NVN-85727

OFFER TO LEASE AND LEASE FOR GEOTHERMAL RESOURCES (For New Leases Issued Under the Energy Policy Act of 2005 [August 5, 2005])

The undersigned (see page 2) offers to lease all or any of the lands in item 2 that are available for lease pursuant to the Geothermal Steam Act of 1970, as amended (30 U.S.C. 1001-1025).

READ INSTRUCTIONS BEFORE COMPLETING

1. Name: Magma Energy (U.S.) Corp; 1a. Street: 9704 S. McCarran Blvd. Ste. 103; 1b. City: Reno; 1c. State: NV; 1d. Zip Code: 89523

2. Surface managing agency if other than BLM: \_\_\_\_\_ Unit/Project: \_\_\_\_\_

Legal description of land requested (segregate by public domain and acquired lands): Enter T., R., Meridian, State and County

William Staloff

Total Acres Applied for \_\_\_\_\_

Percent U.S. interest \_\_\_\_\_

Amount remitted: Processing Fee \$ \_\_\_\_\_ Rental Fee \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

DO NOT WRITE BELOW THIS LINE

3. Land included in lease: Enter T., R., Meridian, State and County

T.0230N, R.0400E, 21 MDM, NV
Sec. 007 LOTS 4; Sec. 020 ALL;
007 SESW, NESE, S2SE; Sec. 021 ALL;
008 W2SW, SESW, S2SE; Churchill County
016 ALL;
017 ALL;

CDI Filing: 8/08/08 MS. Total Acres in Lease: 2954.59 Rental Retained \$ 5910.00

In accordance with the above offer, or the previously submitted competitive bid, this lease is issued granting the exclusive right to drill for, extract, produce, remove, utilize, sell, and dispose of all the geothermal resources in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon, for a primary term of 10 years and subsequent extensions thereof in accordance with 43 CFR subpart 3207. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and, when not inconsistent with the provisions of this lease, regulations and formal orders hereafter promulgated.

Type of Lease:

- Competitive
Noncompetitive
Noncompetitive direct use (43 CFR subpart 3205)

Comments:

THE UNITED STATES OF AMERICA
BY ATANDA CLARK (Signed Official)
Chief, Branch of Minerals Adjudication
EFFECTIVE DATE OF LEASE: SEP 01 2008
EFFECTIVE DATE OF LEASE CONVERSION

4. (a) The undersigned certifies that:
- (1) The offeror 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, any State or the District of Columbia; (2) All parties holding an interest in the offer are in compliance with 43 CFR part 3200 and the authorizing Act; (3) The offeror's chargeable interests, direct and indirect, do not exceed those allowed under the Act; and (4) The offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located.
  - (b) The undersigned agrees that signing this offer constitutes acceptance of the lease, including all terms, conditions and stipulations of which the offeror has been given notice, and any amendment or separate lease that may cover any land described in this offer open to lease application at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or part, unless the withdrawal is received by the proper BLM State Office before this lease, no amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will affect the offeror no priority if it is not properly completed and executed in accordance with the regulations or if it is not accompanied by the required payment. Title 18 U.S.C. § 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.

Duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(Printed Name of Lessee or Attorney-in-fact) (Signature of Lessee or Attorney-in-fact)

**LEASE TERMS**

**Sec. 1. Rentals**—Rentals must be paid to the proper office of the lessor in advance of each lease year. Annual rental rates per acre or fraction thereof, as applicable, are:

- (a) Noncompetitive lease (includes post-sale parcels not receiving bids, a direct use lease or a lease issued to a mining claimant): \$1.00 for the first 10 years, thereafter \$3.00; or
- (b) Competitive lease: \$2.00 for the first year; \$3.00 for the second through tenth year, thereafter \$5.00.

Annual rental is always due by the anniversary date of this lease (43 CFR 3211.13), regardless of whether the lease is in a unit or outside of a unit, the lease is in production or not, or royalty or direct use fees apply to the production.

Rental may only be credited toward royalty under 43 CFR 3211.15 and 30 CFR 218.202. Rental may not be credited against direct use fees. Failure to pay annual rental timely will result in late fees and will make the lease subject to termination in accordance with 43 CFR 3215.14.

Lessee must keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee must maintain copies of all contracts, sales agreements, accounting records, billing records, invoices, gross proceeds and payment data regarding the sale, disposition, or use of geothermal resources, byproducts produced, and the sale of electricity generated using resources produced from the lease, and all other information relevant to determining royalties or direct use fees. All such records must be maintained in Lessee's accounting offices for future audits by lessor and produced upon request by lessor or lessor's authorized representative or agent. Lessee must maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

**Sec. 2. (a) Royalties**—Royalties must be paid to the proper office of the lessor. Royalties are due on the last day of the month following the month of production. Royalties will be computed in accordance with applicable regulations and orders. Royalty rates for geothermal resources produced for the commercial generation of electricity but not sold in an arm's length transaction are: 1.75 percent for the first 10 years of production and 3.5 percent after the first 10 years. The royalty rate is to be applied to the gross proceeds derived from the sale of electricity in accordance with 30 CFR part 206 subpart H.

The royalty rate for byproducts derived from geothermal resource production that are minerals specified in section 1 of the Mineral Leasing Act (MLA), as amended (30 U.S.C. 181), is 5 percent, except for sodium compounds, for which the royalty rate is 2 percent for sodium produced between September 29, 2006 and September 29, 2011 (Pub. L. No. 109-338, § 102; note to 30 U.S.C. 262). No royalty is due on byproducts that are not specified in 30 U.S.C. § 181. (43 CFR 3211.19.)

**Sec. 6. Conduct of operations**—Lessee must conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee must take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specifications of interior and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses will be conditioned so as to prevent unnecessary or unreasonable interference with rights of lease. Prior to disturbing the surface of the leased lands, Lessee must contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may require Lessee to complete such inventories or short term special studies under guidelines provided by lessor. In the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, Lessee must immediately contact lessor. Lessee must cause any persons that are likely to affect or take such species, or result in the modification, damage or destruction of such habitats or objects.

If this lease or a portion thereof is committed to an approved communitization or unit agreement and the agreement contains a provision for allocation of production, royalties must be paid on the production allocated to this lease.

**(b) Arm's length transactions**—The royalty rate for geothermal resources sold by you or your affiliate at a length to a purchaser is 10 percent of the gross proceeds derived from the arm's-length sale (43 CFR 1.137, 3211.18).

**Sec. 7. Production of byproducts**—If the production, use, or conversion of geothermal resources from these leased lands is susceptible of producing a valuable byproduct or byproducts, including commercially de-mineralized water for beneficial uses in accordance with applicable State water laws, lessor may require substantial beneficial production or use thereof by lessee.

**(c) Advanced royalties**—In the absence of a suspension, if you cease production for more than one calendar month on a lease that is subject to royalties and that has achieved commercial production, your lease will remain in effect only if you make advanced royalty payments in accordance with 43 CFR 3212.15(a) and 30 CFR 218.205.

**Sec. 8. Damage to property**—Lessee must pay lessor for damage to lessor's improvements, and must save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

**(d) Direct use fees**—Direct use fees must be paid in lieu of royalties for geothermal resources that are utilized for commercial, residential, agricultural, or other energy needs other than the commercial production or generation of electricity, but not sold in an arm's length transaction (43 CFR 3211.18; 30 CFR 206.350). This requirement applies to any direct use of federal geothermal resources (unless the resource is exempt as described in 30 CFR 206.351 (b)) or the lessee is covered by paragraph (e), below and is not limited to direct use leases. Direct use fees are due on the last day of the month following the month of production.

**Sec. 9. Protection of diverse interests and equal opportunity**—Lessee must maintain a safe working environment in accordance with applicable regulations and standard industry practices, and take measures necessary to protect public health and safety. Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. Lessee must comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessor nor Lessee's subcontractors may maintain segregated facilities.

**(e) If the lessee is a State, tribal, or local government covered by 43 CFR 3211.19(a)(3) and 30 CFR 206.354, check here:  A lessee under this paragraph is not subject to paragraph (d), above. In lieu of royalties, the lessee under this paragraph must pay a nominal fee of \$\_\_\_\_\_.**

**Sec. 10. Transfer of lease interests and relinquishment of lease**—As required by regulations, lessee must file with lessor any assignment or other transfer of an interest in this lease. Subject to the requirements of 43 CFR subpart 3217, lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which will be effective as of the date BLM receives it, subject to the continued obligation of the lessee and surety to be responsible for: paying all accrued rentals and royalties; plugging and abandoning all wells on the relinquished land; restoring and reclaiming the surface and other resources; and complying with 43 CFR 3200.4.

**Sec. 3. Bonds**—A bond must be filed and maintained for lease operations as required by applicable regulations.

**Sec. 4. Work requirements, rate of development, reclamation, and drainage**—Lessee must perform work requirements in accordance with applicable regulations (43 CFR 3207.11, 3207.12), and must prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves the right to specify rates of development and production and to require lessee to consent to a communitization or unit agreement, within 30 days of notice, if in the public interest. Lessee must drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in the amount determined by lessor. Lessor will exempt lessee from work requirements only where the lease overlies a mining claim that has an approved plan of operations and where BLM determines that the development of the geothermal resources on the lease would interfere with the mining operation (43 CFR 3207.13).

**Sec. 11. Delivery of premises**—At such time as all or portions of this lease are returned to lessor, lessee must place all wells in condition for suspension or abandonment, reclaim the land as specified by lessor, and within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells or continued protection of the environment.

**Sec. 5. Documents, evidence, and inspection**—Lessee must file with the proper office of the lessor, not later than (30) days after the effective date thereof, any contract or evidence of other arrangements for the sale, use, or disposal of geothermal resources, byproducts produced, or for the sale of electricity generated using geothermal resources produced from the lease. As such items are in such form as lessor may prescribe, lessee must furnish detailed statements and all documents showing (a) amount and quality of all geothermal resources produced and used (either for commercial production or generation of electricity, or in a direct use operation) or sold; (b) proceeds derived therefrom or from the sale of electricity generated using such resources; (c) amounts that are unaccountably lost or reinjected before use, used to generate plant generated electricity (as defined in 30 CFR 206.351) or electricity for lease operations, or otherwise used for lease operations related to the commercial production or generation of electricity; and (d) amount and quality of all byproducts produced and proceeds derived from the sale or disposition thereof. Lessee may be required to provide plots and schematic diagrams showing development work and improvements, and reports with respect to parties in interest.

**Sec. 12. Proceedings in case of default**—If lessor fails to comply with any provisions of this lease or other applicable requirements under 43 CFR 3200.4, and the non-compliance continues for 30 days after written notice thereof, this lease will be subject to termination in accordance with the Act and 43 CFR 3213. This provision will not be construed to prevent the exercise by lessor of any other legal and equitable remedy or action, including waiver of the default. Any such remedy, waiver, or action will not prevent later termination for the same default occurring at any other time. Whenever the lessee fails to comply in a timely manner with any of the provisions of the Act, this lease, the regulations, or other applicable requirements under 43 CFR 3200.4, and immediate action is required, the lessor may enter on the leased lands and take measures deemed necessary to correct the failure at the lessee's expense.

Format and manner approved by lessor, lessee must keep a daily drilling record, a log, and complete formation well surveys and logs; keep a record of subsurface investigations; and furnish copies to lessor when required.

**Sec. 13. Heirs and successors-in-interest**—Each obligation of this lease will extend to and be binding upon, and every benefit hereof will inure to, the heirs, executors, administrators, executors, or assigns of the respective parties hereto.

## INSTRUCTIONS

## A. General

1. Items 1 and 2 need to be completed only by parties filing for a noncompetitive lease. The BLM will complete the front of the form for other types of leases. The BLM may use the "Comments" space under Item 3 to identify when: the lessee has elected to make all lease terms subject to the Energy Policy Act of 2005 under 43 CFR 3200.7(a)(2) or 43 CFR 3200.8(b) (box labeled "converted lease" must also be checked); the lease is being issued noncompetitively to a party who holds a mining claim on the same lands as is covered by the lease under 43 CFR 3204.12; the lease is a direct use lease issued to a State, local, or tribal government (box at section 2(E) under Lease Terms must also be checked); the lease is a competitive lease with direct-use-only stipulations attached; or other circumstances exist. A lessee who seeks to convert only the royalty rate of a lease under 43 CFR 3212.25 or who qualifies for a case-by-case royalty rate determination under 43 CFR 3211.17(b)(1)(i) should not use this form, but should instead use an addendum to the existing lease.
2. Entries must be typed or printed plainly in ink. The offeror must sign the form (Item 4) in ink.
3. An original and two copies of this offer must be prepared and filed in the proper BLM State Office. See regulations at 43 CFR 1821.10 for office locations.
4. If more space is needed, additional sheets must be attached to each copy of the form submitted.

## B. Specific

Item 1—Enter the offeror's name and billing address.

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Payments: For noncompetitive leases, the amount remitted must include the processing fee for noncompetitive lease applications (43 CFR 3204.10; 43 CFR 3000.12) and the first year's rental at the rate of \$1 per acre or fraction thereof. If the United States owns only a fractional interest in the geothermal resources, you must pay a prorated rental under 43 CFR 3211.11(d). The BLM will retain the processing fee even if the offer is completely rejected or withdrawn. To maintain the offeror's priority, the offeror must submit rental sufficient to cover all the land requested. If the land requested includes lots or irregular quarter-quarter sections, the exact acreage of which is not known to the offeror, rental should be submitted on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn or rejected in whole or in part before a lease issues, the BLM will return the rental remitted for the parts withdrawn or rejected.

The BLM will fill in the processing fee for competitive lease applications (43 CFR 3203.17; 43 CFR 3000.12) and the first year's rental at the rate of \$2 per acre or fraction thereof.

Item 3—The BLM will complete this space.

## NOTICES

The Privacy Act of 1974 and the regulation at 43 CFR 2.48(d) provide that you be furnished with the following information in connection with information required by this geothermal lease application.

AUTHORITY: 30 U.S.C. 1000 et seq.

PRINCIPAL PURPOSE—The information is to be used to process geothermal lease applications.

ROUTINE USES: (1) The adjudication of the lessee's rights to the land or resources. (2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources. (3) Transfer to appropriate Federal agencies when concurrence is required prior to granting uses or rights in public lands or resources. (4) Transfer to the appropriate Federal, State, local, or foreign agencies, when relevant to civil, criminal, or regulatory investigations or prosecutions.

**ENDANGERED SPECIES ACT**  
**SECTION 7 CONSULTATION STIPULATION**

The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modifications of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act, 16 USC § 1531 *et seq.*, as amended, including completion of any required procedure for conference or consultation.

CULTURAL RESOURCE PROTECTION  
LEASE STIPULATION

This lease may be found to contain historic properties or resources protected under the National Historic Preservation Act, American Indian Religious Freedom Act, Native American Graves Protection and Repatriation Act, EO 13007, or other statutes and executive orders. The BLM will not approve any ground-disturbing activities that may affect any such properties or resources until it completes its obligations under applicable requirements of the NHPA and other authorities. The BLM may require exploration or development proposals to be modified to protect such properties, or it may disapprove any activity that is likely to result in adverse effects that could not be successfully avoided, minimized, or mitigated.

**NATIVE AMERICAN CONSULTATION STIPULATION**

The lessee shall comply with the following special conditions and stipulations unless they are modified by mutual agreement of the Lessee and the Authorized Officer (AO):

All development activities proposed under the authority of this lease are subject to the requirement for Native American consultation prior to BLM authorizing the activity. Depending on the nature of the lease developments being proposed and the resources of concerns to tribes potentially effected, Native American consultation and resulting mitigation measures to avoid significant impacts may extend time frames for processing authorizations for development activities, as well as, change in the ways in which developments are implemented.

**Description of Lands**

PARCEL NV-08-08-001	T. 20 N., R. 26 E., MDM, Nevada sec. 04, lots 5-12, S2; sec. 08, all; sec. 16, all; sec. 20, lots 1-3, N2; sec. 28, all
PARCEL NV-08-08-006	ALL LANDS
PARCEL NV-08-08-007	ALL LANDS.
PARCEL NV-08-08-008	ALL LANDS
PARCEL NV-08-08-010	ALL LANDS
PARCEL NV-08-08-011	ALL LANDS
PARCEL NV-08-08-016	ALL LANDS
PARCEL NV-08-08-021	T. 22 N., R. 40 E., MDM, Nevada sec. 04, portion within Carson City; sec. 05, lots 1-4, S2N2, S2; T. 23 N., R. 40 E., MDM, Nevada sec. 28, portion within Carson City; sec. 29, all; sec. 31, lots 1-4, E2, E2W2; sec. 32, all.
PARCEL NV-08-08-022	ALL LANDS
PARCEL NV-08-08-023	ALL LANDS

**RIPARIAN AREAS STIPULATION**

The lessee shall comply with the following special conditions and stipulations unless they are modified by mutual agreement of the Lessee and the Authorized Officer (AO):

No surface occupancy or disturbance will be allowed within 650 feet (horizontal measurement) of any surface water bodies, riparian areas, wetlands, playas, or 100-year floodplains to protect the integrity of these resources (as delineated by the presence of riparian vegetation and not actual water). Exceptions to this restriction may be considered on a case-by-case basis if the BLM determines at least one of the following conditions apply: 1) additional development is proposed in an area where current development has shown no adverse impacts, 2) suitable off-site mitigation will be provided if habitat loss is expected, or 3) BLM determines development proposed under any plan of operations ensures adequate protection of the resources.

**Description of Lands**

PARCEL NV-08-08-001	T. 20 N., R. 26 E., MDM, Nevada sec. 04, lots 5-12, S2; sec. 08, all; sec. 16, all; sec. 20, lots 1-8, N2; sec. 28, all.
PARCEL NV-08-08-006	ALL LANDS
PARCEL NV-08-08-007	ALL LANDS.
PARCEL NV-08-08-008	ALL LANDS
PARCEL NV-08-08-010	ALL LANDS
PARCEL NV-08-08-011	ALL LANDS
PARCEL NV-08-08-016	ALL LANDS
PARCEL NV-08-08-021	T. 22 N., R. 40 E., MDM, Nevada sec. 04, portion within Carson City; sec. 05, lots 1-4, S2N2, S2; T. 23 N., R. 40 E., MDM, Nevada sec. 28, portion within Carson City; sec. 29, all; sec. 31, lots 1-4, E2, E2W2; sec. 32, all.
PARCEL NV-08-08-022	ALL LANDS
PARCEL NV-08-08-023	ALL LANDS

Form 3200-24a  
(September 2003)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

Serial No.  
NVN86905

OFFER TO LEASE AND LEASE FOR GEOTHERMAL RESOURCES  
(For New Leases Issued Under the Energy Policy Act of 2005 (August 5, 2005))

The undersigned (see page 2) offers to lease all or any of the lands in item 2 that are available under the Geothermal Resources Act of 1970, as amended (30 U.S.C. 1001-1025).

Future rental payments must be made on or before the anniversary date to:  
Minerals Management Service  
Royalty Management Program  
P.O. Box 5640  
Denver, CO 80217

READ INSTRUCTIONS BEFORE COMPLETING

1. Name MAGMA ENERGY (US) CORP	1a. Street 9740 S MCCARRAN BLVD STE 103	1d. Zip Code 89523
1b. City RENO	1c. State NV	

2. Surface managing agency if other than BLM: \_\_\_\_\_ Unit/Project: \_\_\_\_\_

Legal description of land requested (segregate by public domain and acquired lands): Enter T., R., Meridian, State and County

Total Acres Applied for \_\_\_\_\_

Percent U.S. interest \_\_\_\_\_

Amount remitted: Processing Fee \$ \_\_\_\_\_ Rental Fee \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

DO NOT WRITE BELOW THIS LINE

3. Land included in lease; Enter T., R., Meridian, State and County

T. 0220N, R. 0400E, 21 MDN, NV  
 Sec. 016 ALL;  
 020 ALL;  
 T. 0230N, R. 0400E, 21 MDN, NV  
 Sec. 009 E2, E2W2;  
 018 LOTS 1-4;  
 018 E2, E2W2;  
 019 LOTS 1-4;  
 019 E2, E2W2;  
 030 LOTS 1-4;  
 030 E2, E2W2;  
 Churchill and Lander Counties

Total Acres in Lease 3619.84

Rental Retained \$ 7240.00

In accordance with the above offer, or the previously submitted competitive bid, this lease is issued granting the exclusive right to drill for, extract, produce, remove, utilize, sell, and dispose of all the geothermal resources in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon, for a primary term of 10 years and subsequent extensions thereof in accordance with 43 CFR subpart 3207. Rights granted are subject to applicable laws; the terms, conditions, and attached stipulations of this lease; the Secretary of the Interior's regulations and formal orders in effect as of lease issuance; and, when not inconsistent with the provisions of this lease, regulations and formal orders hereafter promulgated.

Type of Lease:

- Competitive
- Noncompetitive
- Noncompetitive direct use (43 CFR subpart 3205)

Comments:

THE UNITED STATES OF AMERICA

BY

*Atanda Clark*  
(Signing Official)

ATANDA CLARK

(Printed Name)

Chief, Branch of Minerals Adjudication

AUG 07 2009

(Date) SEP - 1 2009

(Date)

EFFECTIVE DATE OF LEASE

Check if this is a converted lease

EFFECTIVE DATE OF LEASE CONVERSION

(Continued on page 2)

4. (a) The undersigned certifies that:

- (3) The offeror 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, any State or the District of Columbia; (2) All parties holding an interest in the offer are in compliance with 43 CFR part 3209 and the authorizing Act; (3) The offeror's chargeable interests, direct and indirect, do not exceed those allowed under the Act; and (4) The offeror is not considered a miner under the laws of the State in which the lands covered by this offer are located.
- (b) The undersigned agrees that signing this offer constitutes acceptance of this lease, including all terms, conditions and stipulations of which the offeror has been given notice. The offeror further agrees that this offer cannot be withdrawn, either in whole or part, unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford the offeror no priority if it is not properly completed and executed in accordance with the regulations or if it is not accompanied by the required payments. Title 18 U.S.C. § 1001 makes it a crime for any person knowingly and willfully to make in any Department or agency of the United States any false, fictitious, or fraudulent statement or representation as to any matter within its jurisdiction.

Duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (Printed Name of Lessee or Attorney-in-fact) (Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals—Rentals must be paid to the proper office of the lessor in advance of each lease year. Annual rental rates per acre or fraction thereof, as applicable, are:

- (a) Noncompetitive lease (includes post-sale parcels not receiving bids, a direct use lease or a lease issued to a mining claimant): \$1.00 for the first 10 years; thereafter \$5.00; or
  - (b) Competitive lease: \$2.00 for the first year; \$3.00 for the second through tenth year; thereafter \$5.00. Annual rental is always due by the anniversary date of this lease (43 CFR 3211.13), regardless of whether the lease is in a unit or outside of a unit, the lease is in production or not, or royalties or direct use fees apply to the production.
- Rental may only be credited toward royalty under 43 CFR 3211.15 and 30 CFR 218.103. Rental may not be credited against direct use fees. Failure to pay annual rental timely will result in late fees and will make the lease subject to termination in accordance with 43 CFR 3213.14.

Sec. 2. (a) Royalties—Royalties must be paid to the proper office of the lessor. Royalties are due on the last day of the month following the month of production. Royalties will be computed in accordance with applicable regulations and orders. Royalty rates for geothermal resources produced for the commercial generation of electricity but not sold in an arm's length transaction are: 1.75 percent for the first 10 years of production and 3.5 percent after the first 10 years. The royalty rate is to be applied to the gross proceeds derived from the sale of electricity in accordance with 30 CFR part 206 subpart H.

The royalty rate for byproducts derived from geothermal resource production that are minerals specified in section 1 of the Mineral Leasing Act (MLA), as amended (30 U.S.C. 181), is 5 percent, except for sodium compounds, produced between September 28, 2006 and September 28, 2011 (Pub. L. No. 109-328, §102; note to 30 U.S.C. 362) for which the royalty rate is 2 percent. No royalty is due on byproducts that are not specified in 30 U.S.C. § 181. (43 CFR 3211.19.)

If this lease or a portion thereof is committed to an approved communitization or unit agreement and the agreement contains a provision for allocation of production, royalties must be paid on the production allocated to this lease.

(b) Arm's length transactions—The royalty rate for geothermal resources sold by you or your affiliate at arm's length to a purchaser is 10 percent of the gross proceeds derived from the arm's length sale (43 CFR 3211.17, 3213.16).

(c) Advanced royalties—In the absence of a suspension, if you cease production for more than one calendar month on a lease that is subject to royalty and that has achieved commercial production, your lease will remain in effect only if you make advanced royalty payments in accordance with 43 CFR 3212.15(a) and 30 CFR 218.305.

(d) Direct use fees—Direct use fees must be paid in lieu of royalties for geothermal resources that are utilized for commercial, residential, agricultural, or other energy needs other than the commercial production or generation of electricity, but not sold in an arm's length transaction (43 CFR 3211.18, 30 CFR 206.336). This requirement applies to any direct use of federal geothermal resources (unless the resource is exempt as described in 30 CFR 206.351(b) or the lease is covered by paragraph (e), below) and is not limited to direct use leases. Direct use fees are due on the last day of the month following the month of production.

(e) If the lease is a State, tribal, or local government covered by 43 CFR 3211.18(a)(3) and 30 CFR 206.346, check here: . A lessee under this paragraph is not subject to paragraph (d), above. In lieu of royalties, the lessee under this paragraph must pay a nominal fee of \$\_\_\_\_\_.

Sec. 3. Bonds—A bond must be filed and maintained for lease operations as required by applicable regulations.

Sec. 4. Work requirements, rate of development, unitization, and drainage—Lessee must perform work requirements in accordance with applicable regulations (43 CFR 3207.11, 3207.12), and must prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves the right to specify rates of development and production and to require lessee to commit to a communitization or unit agreement, within 30 days of notice, if in the public interest. Lessee must drill and produce wells necessary to protect leased lands from drainage or pay communitization royalty for drainage in the amount determined by lessee. Lessor will exempt lessee from work requirements only where the lease overlies a mining claim that has an approved plan of operations and where BLM determines that the development of the geothermal resource on the lease would interfere with the mining operation (43 CFR 3207.13).

Sec. 5. Documents, evidence, and inspection—Lessee must file with the proper office of the lessor, not later than 30 days after the effective date thereof, any contract or evidence of other arrangement for the sale, use, or disposal of geothermal resources, byproducts produced, or for the sale of electricity generated using geothermal resources produced from the lease. At such times and in such form as lessor may prescribe, lessee must furnish detailed statements and all documents showing (a) amounts and quality of all geothermal resources produced and used (either for commercial production or generation of electricity, or for a direct use operation) or sold; (b) proceeds derived therefrom or from the sale of electricity generated using such resources; (c) amounts that are unavoidably lost or reinjected before use, used to generate plant parasitic electricity (as defined in 30 CFR 206.351) or electricity for lease operations, or otherwise used for lease operations related to the commercial production or generation of electricity; and (d) amounts and quality of all byproducts produced and proceeds derived from the sale or disposition thereof. Lessee may be required to provide plans and schematic diagrams showing development work and improvements, and reports with respect to parties in interest.

In a format and manner approved by lessor, lessee must keep a daily drilling record, a log, and complete information on well surveys and tests; keep a record of subsurface investigations; and furnish copies to lessor when required.

Lessee must keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee must maintain copies of all contracts, lease agreements, accounting records, billing records, invoices, meter protocols and payment data regarding the sale, disposition, or use of geothermal resources, byproducts produced, and the sale of electricity generated using resources produced from the lease, and all other information relevant to determining royalties or direct use fees. All such records must be maintained in lessor's accounting office for future audit by lessor and produced upon request by lessor or lessor's authorized representative or agent. Lessee must maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

Sec. 6. Conduct of operations—Lessee must conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee must take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with leased rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interior and final reclamation measures. Lessor reserves the right to commence existing work and to authorize future work upon or in the leased lands, including the approval of easements or rights-of-way. Such uses will be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee. Prior to disturbing the surface of the leased lands, lessee must cause lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessor may require lessee to complete minor inventories or short term special studies under guidelines provided by lessor. If, in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee must immediately contact lessor. Lessee must cease any operations that are likely to affect or take such species, or result in the modification, damage or destruction of such habitats or objects.

Sec. 7. Production of byproducts—If the production, use, or conversion of geothermal resources from these leased lands is susceptible of producing a valuable byproduct or byproducts, including commercially demineralized water for beneficial use in accordance with applicable State water laws, lessor may require substantial beneficial production or use thereof by lessee.

Sec. 8. Damages to property—Lessee must pay lessor for damage to lessor's improvements, and must save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 9. Protection of diverse interests and equal opportunity—Lessee must maintain a safe working environment in accordance with applicable regulations and standard industry practices, and take measures necessary to protect public health and safety. Lessor reserves the right to ensure that production is sold at reasonable prices and to prevent monopoly. Lessee must comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee nor lessor's subcontractor may maintain segregated facilities.

Sec. 10. Transfer of lease interests and reallocation of leases—As required by regulations, lessee must file with lessor any assignment or other transfer of an interest in this lease. Subject to the requirements of 43 CFR part 3213, lessee may relinquish this lease or any legal subdivisions by filing in the proper office a written relinquishment, which will be effective as of the date BLM receives it, subject to the continued obligation of the lessee and surety to be responsible for: paying all accrued rentals and royalties; plugging and abandoning all wells on the relinquished land; restoring and reclaiming the surface and other resources; and complying with 43 CFR 3200.4.

Sec. 11. Delivery of premises—At such time as all or portions of this lease are returned to lessor, lessee must place all wells in condition for suspension or abandonment, reclaim the land as specified by lessor, and within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of productive wells or combined protection of the environment.

Sec. 12. Proceedings in case of default—If lessee fails to comply with any provisions of this lease or other applicable requirements under 43 CFR 3200.4, and the noncompliance continues for 30 days after written notice thereof, this lease will be subject to termination in accordance with the Act and 43 CFR 3213. This provision will not be construed to prevent the exercise by lessor of any other legal and equitable remedy or action, including waiver of the default. Any such remedy, waiver, or action will not prevent later termination for the same default occurring at any other time. Whenever the lessee fails to comply in a timely manner with any of the provisions of the Act, this lease, the regulations, or other applicable requirements under 43 CFR 3200.4, and immediate action is required, the lessor may enter on the leased lands and take measures deemed necessary to correct the failure at the lessee's expense.

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## A. General

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2. Entries must be typed or printed plainly in ink. The offeror must sign the form (Item 4) in ink.
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4. If more space is needed, additional sheets must be attached to each copy of the form submitted.

## B. Specific

Item 1—Enter the offeror's name and billing address.

Item 2—Indicate the agency managing the surface use of the land and the name of the unit or project of which the land is a part. The offeror may also provide other information that will assist in establishing status of the lands. The description of land must conform to 43 CFR 3203.10. Total acres applied for must not exceed that allowed by regulations (43 CFR 3203.10; 43 CFR 3206.12).

Payments: For noncompetitive leases, the amount remitted must include the processing fee for noncompetitive lease applications (43 CFR 3204.10; 43 CFR 3000.12) and the first year's rental at the rate of \$1 per acre or fraction thereof. If the United States owns only a fractional interest in the geothermal resources, you must pay a prorated rental under 43 CFR 3211.11(d). The BLM will retain the processing fee even if the offer is completely rejected or withdrawn. To maintain the offeror's priority, the offeror must submit rental sufficient to cover all the land requested. If the land requested includes lots or irregular quarter-quarter sections, the exact acreage of which is not known to the offeror, rental should be submitted on the assumption that each such lot or quarter-quarter section contains 40 acres. If the offer is withdrawn or rejected in whole or in part before a lease issues, the BLM will return the rental remitted for the parts withdrawn or rejected.

The BLM will fill in the processing fee for competitive lease applications (43 CFR 3203.17; 43 CFR 3000.12) and the first year's rental at the rate of \$2 per acre or fraction thereof.

Item 3—The BLM will complete this space.

## NOTICES

The Privacy Act of 1974 and the regulation at 43 CFR 2.48(d) provide that you be furnished with the following information in connection with information required by this geothermal lease application.

**AUTHORITY:** 30 U.S.C. 1000 et seq.

**PRINCIPAL PURPOSE:**—The information is to be used to process geothermal lease applications.

**ROUTINE USES:** (1) The adjudication of the lessee's rights to the land or resources. (2) Documentation for public information in support of notations made on land status records for the management, disposal, and use of public lands and resources. (3) Transfer to appropriate Federal agencies when concurrence is required prior to granting uses or rights in public lands or resources. (4) Transfer to the appropriate Federal, State, local, or foreign agencies, when relevant to civil, criminal, or regulatory investigations or prosecutions.

No Surface Occupancy

No surface occupancy (NSO) stipulations are considered a major constraint, as they do not allow for surface development. An NSO is appropriate when the standard terms and conditions, other less restrictive lease stipulations (see below), and best management practices for permit approval are determined to be insufficient to achieve the resource protection objectives.

Slopes in excess of 40 percent and/or soils with high erosion potential.

Description of Lands

PARCEL NV-09-07-077	
THRU	
PARCEL NV-09-07-078	ALL LANDS
PARCEL NV-09-07-080	ALL LANDS
PARCEL NV-09-07-091	ALL LANDS
PARCEL NV-09-07-093	ALL LANDS

### Timing Limitations and Controlled Surface Use Lease Stipulations

Where standard lease terms and permit-level decisions are deemed insufficient to protect sensitive resources, but where an NSO is deemed overly restrictive, the BLM and FS would apply seasonal or time limited stipulations or controlled surface use stipulations to leases. In general, timing limitations are used to protect resources that are sensitive to disturbance during certain periods. Such stipulations are generally applicable to specific areas, seasons, and resources. They are commonly applied to wildlife activities and habitat, such as winter range for deer, elk, and moose; nesting habitat for raptors and migratory birds; and breeding areas. Buffer zones are also used to further mitigate impacts from any human activities. The size of buffers can also be specific to species and location, and can change based on findings of science or movement of species. Therefore, timing limitations would be applied by the authorizing officer as appropriate for the specific lease areas and in compliance with the unit's resource management plan. The BLM would consult with the appropriate agencies (e.g., state wildlife agencies) in establishing the periods and extent of area for timing limitations.

A controlled surface use stipulation allows the BLM to require that any future activity or development be modified or relocated from the proposed location if necessary to achieve resource protection. The project applicant will be required to submit a plan to meet the resource management objectives through special design, construction, operation, mitigation, or reclamation measures, and/or relocation. Unless the plan is approved, no surface occupancy would be allowed on the lease. The following controlled surface use stipulations would be applied by the authorizing officer as appropriate for the specific area and site conditions.

Protection of erosive soils and soils on slopes greater than 30 percent. This stipulation would be applied to minimize the potential for adverse impacts to erosive soils as defined as severe or very severe erosion classes based on Natural Resources Conservation Service mapping.

#### Description of Lands

PARCEL NV-09-07-077	ALL LANDS
PARCEL NV-09-07-080	ALL LANDS
PARCEL NV-09-07-091	ALL LANDS

NVB0630-15

ENDANGERED SPECIES ACT  
SECTION 7 CONSULTATION STIPULATION

The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modifications of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act, 16 USC § 1531 *et seq.*, as amended, including completion of any required procedure for conference or consultation.

CULTURAL RESOURCE PROTECTION  
LEASE STIPULATION

This lease may be found to contain historic properties or resources protected under the National Historic Preservation Act, American Indian Religious Freedom Act, Native American Graves Protection and Repatriation Act, EO 13007, or other statutes and executive orders. The BLM will not approve any ground-disturbing activities that may affect any such properties or resources until it completes its obligations under applicable requirements of the NHPA and other authorities. The BLM may require exploration or development proposals to be modified to protect such properties, or it may disapprove any activity that is likely to result in adverse effects that could not be successfully avoided, minimized, or mitigated.