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execution or as to its effect upon the title.

EUREKA COUNTY, NV **2021-244698**
Rec:\$37.00
\$37.00 Pgs=5 **04/22/2021 08:40 AM**
SYNRGO, INC. LA
LISA HOEHNE, CLERK RECORDER

**Recording Requested by and
After Recording Return to:**

Earth Power Resources .
6140 Plumas St
Reno, Nevada 89519
Attention: Land Department

Accom ML - Earthpower

3rd Amendment to Geothermal Lease Agreement

THIS FIRST AMENDMENT TO GEOTHERMAL LEASE AGREEMENT (this "Amendment") is made and entered into as of April 20, 2021 by and between Earth Power Resources Inc. a Delaware Corporation ("Lessee") and by and among New Nevada Resources LLC, a Florida limited liability company as subject to the Geothermal Lease Agreement dated May 1, 2006 ("Lessor").

WHEREAS, Lessor and Lessee (together, the "Parties" and each a "Party") are parties to that certain Geothermal Lease Agreement dated as of May 1, 2006, (the "Lease") a short form which was recorded on July 24, 2006 as document 2006-205508 in the Official Records of the County of Eureka, State of Nevada and amended on October 1, 2009 as unrecorded and amended again on August 8, 2013 as unrecorded. (the "Agreement");.

WHEREAS, Lessor and Lessee wish to amend the Agreement as set forth herein; and

WHEREAS, capitalized terms used and not defined in this Amendment shall have the meaning given the same in the Agreement.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. The Leased acreage shall be revised from 2561.40 acres to 1281.40, relinquishing 1280 acres.
2. The leased acreage shall be particularly described in the attached Revised Exhibit "A" hereto, which shall replace any and all previous legal descriptions or Exhibits of said Lease.
3. It is mutually understood that the annual rental will be decreased by 1280 acres payable in advance starting May 1, 2021 and continuing each subsequent year during the term of the agreement, with an annual increase per the terms of the agreement.
4. All other terms and conditions of the lease shall remain in full force and effect.

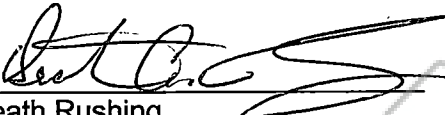
5. In the event that any inconsistency exists between the terms and provisions of this Amendment and the terms and provisions of the Lease, the terms and provisions of this Amendment shall prevail, and any such inconsistent terms and provisions contained herein shall be construed as superseding and amending the terms and provisions of the Lease. This Amendment may be executed in multiple counterparts, all of which shall constitute one and the same Amendment.

COPY

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their duly authorized representatives as of the date first above written.


LESSOR:

New Nevada Resources LLC,
a Florida limited liability company


Heath Rushing
Manager

LESSEE:

Resources Inc.
Earth Power Inc.,
a Delaware Corporation

By: 
Name: Connie Stechman
Its: Secretary

ACKNOWLEDGMENTS

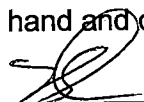
STATE OF LA)
COUNTY OF St. Tammany)

On 4.14.2021, before me, Tracy A. Salvaggio,
a notary public, personally appeared Heath Rushing,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s) or the entity on behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of LA the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



TRACY A SALVAGGIO
Notary Public #84772
State of Louisiana
My commission is issued for life

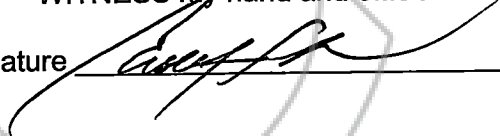
STATE OF Nevada)
COUNTY OF Washoe)

On April 20, 2021, before me, Casey Fleischer,
a notary public, personally appeared Connie Steclander,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s) or the entity on behalf of which the
person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



REVISED EXHIBIT "A"

Description of the Property

THE FOLLOWING REAL PROPERTY LOCATED IN THE COUNTY OF EUREKA COUNTY,
STATE OF NEVADA:

Relinquished Land

Township 29 North, Range 49 East, M.D.B &M

Section ~~25~~ All **29**

Section 17 All

640 acres

640 acres

Land Retained

Township 28 North, Range 49 East, M.D.B &M

Section 5 All

Section 17 All

641.40 acres

640.00 acres

Acres leased in Eureka County

1281.40

