

EUREKA COUNTY, NV

2024-251964

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FIDELITY MAJOR ACCOUNTS NEWPORT

KATHERINE J. BOWLING, CLERK RECORDER

APNs: 005-620-01, 005-610-09,
005-610-07, 005-610-04, 005-610-14

(Removed APNs: 005-610-11 and 005-610-06)

**RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:**

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

The undersigned hereby affirms that this document, including any exhibits, submitted for recording does not contain the social security number of any person or persons (Per NRS 239B.030)

Accompl. Omat

SECOND AMENDMENT TO SURFACE USE LEASE AND EASEMENT AGREEMENT

THIS SECOND AMENDMENT TO SURFACE USE LEASE AND EASEMENT AGREEMENT (this "*Amendment*") is dated and effective this 22 day of March, 2024 (the "*Effective Date*"), and is made by and between Earth Power Resources Inc., a Delaware corporation ("*Lessee*"), and Nevada Gold Mines LLC, a Delaware limited liability company ("*Lessor*") (Lessor and Lessee may be individually referenced herein as a "*Party*" or collectively as the "*Parties*").

RECITALS

A. Pursuant to that certain Surface Use Lease and Easement Agreement between Lessor and Lessee dated April 22, 2021 and recorded in the Official Records of Eureka County, Nevada on June 16, 2021 as Document Number 2021-245201 (the "*Lease*"), and unrecorded First Amendment To Surface Use Lease and Easement Agreement dated May, 26, 2021, Lessee is leasing certain real property located in Eureka County more particularly described in the Lease (the "*Property*").

B. The legal Description is revised per the attached Exhibit "A".

C. The Parties desire to amend the Lease to reflect the true and correct legal description of the Property and make related amendments to the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto hereby agree as follows:

This document is filed for record by
FNTG Western Region Energy Services
as an accommodation only.
It has not been examined as to its
execution or as to its effect upon the title.

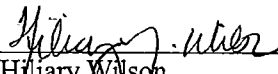
AGREEMENT

1. Recitals. The Recitals to this Amendment are true and correct and are incorporated herein by this reference.
2. Amendments to the Lease.
 - a. Amendment to the Legal Description of the Lease. Exhibit "A" to the Lease is hereby amended and restated in its entirety to reflect **Exhibit "A"** to this Amendment.
 - b. Amendment to the Definition of the Property. Recital "A" of the Lease is hereby amended to reference **Exhibit "A"** to this Amendment.
 - c. Amendment to the Memorandum. Exhibit "A" to the Memorandum (as that term is defined in the Lease) is hereby amended and restated in its entirety to reflect **Exhibit "A"** to this Amendment.
 - d. Conforming Amendment to the Lease. All references to the Property or the acreage of the Property in the Lease are hereby conformed to reflect the Property and the acreage of the Property as the same is set forth in **Exhibit "A"** to this Amendment.
3. Effect of Amendment on Lease. Except as set forth in Section 2, above, this Amendment does not alter, amend, or otherwise modify the terms and conditions of the Lease, all of which unmodified terms and conditions shall continue in full force and effect. In the event of any conflict between this Amendment and the Lease, the terms of this Amendment shall control. The Parties agree that this Amendment has no impact on the priority date of the Lease.
4. Miscellaneous
 - 4.1 Successors and Assigns. This Amendment shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns.
 - 4.2 Entire Agreement. This Amendment contains the entire agreement of the Parties with respect to the subject matter hereof and cannot be altered, amended, or modified except by a written instrument executed by the Parties hereto.
 - 4.3 Counterparts: Electronic Signatures. This Amendment may be signed in one or more counterparts with the same force and effect as if all required signatures were contained in a single, original instrument. This Amendment may be signed in DocuSign, .pdf, or other electronic format with the same force and effect as a physical original.
 - 4.4 Governing Law. This Amendment shall be construed, interpreted, and enforced pursuant to the laws of the State of Nevada.
 - 4.5 Binding Obligation. The Parties hereby represent and warrant to each other that this Amendment is valid and binding upon such Party, and that the individuals executing this Amendment on behalf of such Party are authorized to so act.

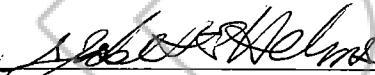
[signature page follows.]

IN WITNESS WHEREOF, Lessee and Lessor have executed this Amendment with the intention that it will be effective as of the Effective Date.

LESSOR: Nevada Gold Mines LLC,
A Delaware limited liability company

By: 
Name: Hilary Wilson
Its: Corporate Secretary

LESSEE: Earth Power Resources Inc.,
a Delaware corporation
By: Ormat Nevada Inc,
a Delaware Corporation

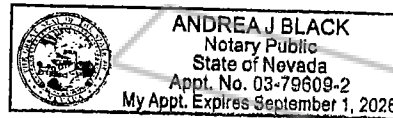
By: 
Name: Elizabeth Helms
Its: Corporate Secretary



STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on April 15, 2024, 2024, by Elizabeth Helms as Corporate Secretary of Ormat Nevada Inc, a Delaware corporation.

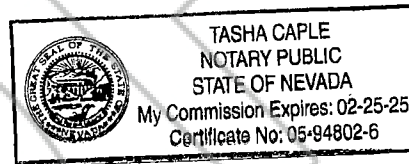
Andrea J Black
Notary Public
My Commission Expires: Sept. 1, 2026



STATE OF NEVADA)
) ss.
COUNTY OF ELKO)

This instrument was acknowledged before me on March 22, 2024, by Hiliary Wilson as Corporate Secretary of Nevada Gold Mines LLC, a Delaware limited liability company.

Tasha Caple
Notary Public
My Commission Expires: 2-25-25



REVISED EXHIBIT "A"

Description of the Property

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

Revised Leased Land

005-620-01	T. 28N R. 49 E Section 19 N1/2
005-610-09	T. 28N R. 49 E Section 9, All
005-610-07	T. 28N R. 49 E Section 7, All
005-610-04	T. 28N R. 49 E Section 3, All
005-610-14	T. 28N R. 49 E Section 17, All

Acres leased in Eureka County 2880