

Recording Requested By and
When Recorded Mail To:
OLCV Land Holding
Attn: Dave Haertel
1099 18th Street, Suite 700
Denver, CO 80202

MEMORANDUM OF GEOTHERMAL RESOURCE LEASE AND AGREEMENT

THIS MEMORANDUM OF GEOTHERMAL RESOURCE LEASE AND AGREEMENT (this "**Memorandum**") is made as of February 3, 2023, by and between OLCV Land Holdings, a Delaware Limited Liability Company ("**Lessee**"), whose address is 1099 18th Street, suite 700, Denver, CO 80202 and Barclay Farms LLC ("**Lessor**"), whose address is 13017 County Road 30, Platteville, CO 80651, with reference to that certain Geothermal Resources Lease and Agreement dated as of February 3, 2023 (the "**Lease**") between Lessee and Lessor. Capitalized terms used herein shall have the meaning given such terms in the Lease.

1. For valuable consideration, Lessor hereby leases to Lessee, on and subject to all of the terms and provisions contained in the Lease, the following Premises (including, without limitation, all right, title and interest therein hereafter acquired by Lessor), for the purpose of exploration, drilling, development, operation, production, processing, utilization, sale, transportation and injection of Geothermal Resources and the conduct of Geothermal Operations, and for such other purposes as are provided in the Lease:

[]

Lessor further grants Lessee the right to possess and use the Premises after the expiration or other termination of the Lease, for so long as may be necessary or convenient for certain purposes as provided in the Lease. The Lease further contains a grant of certain easements, right-of-way and options in favor of Lessee, including those set forth on Exhibit A, attached hereto.

2. In addition to the rights leased and granted to Lessee above, the Lease also includes (i) an option of Lessee to purchase all or a portion of the Premises on conditions and terms set forth in the Lease, and (ii) a right of first refusal benefitting Lessee and relating to bona fide offers to purchase Lessor's real property located in Weld County, Colorado.

3. The term of the Lease shall commence on the Effective Date, and, unless sooner terminated as provided in the Lease, shall continue for a Primary Term of ten (10) years and for so long thereafter as certain requirements set forth in the Lease are satisfied.

4. Reference is hereby made to executed copies of the Lease in possession of Lessee and Lessor, respectively, for all of the terms and provisions thereof, and such terms and provisions are incorporated herein and made a part hereof in all respects as though fully set forth herein. This Memorandum is prepared for the purpose of recordation only, and in no way modifies the terms or provisions of the Lease. If there is any inconsistency between this Memorandum and the terms or provisions of the Lease, the terms and provisions of the Lease shall control.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Memorandum as of the Effective Date.

LESSEE:

OLCV Land Holdings

a Delaware Limited Liability Company

By: [Signature]

Name: David J. Woest

Title: Attorney-in-Fact

LESSOR:

By: [Signature]

Name: Kelly Huston

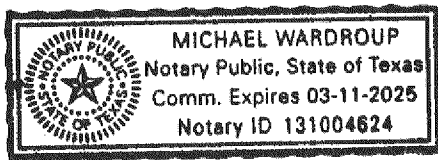
Title: Manager

NOTARIAL ACKNOWLEDGMENT

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

The foregoing instrument was acknowledged before me this 14th day of FEBRUARY,
2023 by DAVID J. WOESS, as Attorney in Fact for OLCV Land Holdings, on
behalf of said corporation.

Witness my hand and official seal.



[Signature]
Notary Public
My commission expires: 03-11-2025

NOTARIAL ACKNOWLEDGMENT

STATE OF Colorado)
) SS
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 3rd day of February,
2023 by Kelly Huston, as Manager for
Barclay Farms, LLC, on behalf of said corporation.

Witness my hand and official seal.

Kristel Castro
Notary Public
My commission expires: 2/4/2027

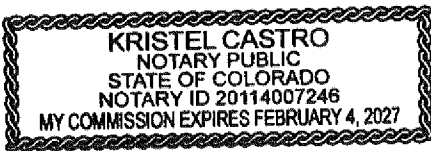


EXHIBIT "A"
Legal Description and Map of the Premises

Parcel 121102000017, S2 2-3-66 EXC LOTS A&B REC EXEMPT RE-2429

Parcel 121102000016, PT S2SW4 2-3-66 LOT B REC EXEMPT RE-2429

