



90325c

90-136153

RECORDATION REQUESTED BY:

Puna Geothermal Venture
101 Aupuni Street
Suite 1014B
Hilo, Hawaii 96720

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

'90 SEP 4 AM 8 01

AFTER RECORDATION, RETURN TO:

Puna Geothermal Venture
101 Aupuni Street
Suite 1014B
Hilo, Hawaii 96720

S. ENDIKAWA, REGISTRAR

RETURN BY: Mail (x) Pick up ()



5 8 2 8 3 0

CERTIFICATE

ASSIGNMENT OF LEASES AND AGREEMENTS

THIS ASSIGNMENT OF LEASES AND AGREEMENTS, effective as of the 23rd day of March, 1990, is made by and between AMOR 15 Corporation, a Delaware corporation ("Assignor"), and Orpuna Geothermal Venture, a Hawaii partnership ("Assignee").

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all of Assignor's right, title and interest, being an undivided one-half interest, in those certain geothermal leases and agreements described in EXHIBIT A attached hereto and incorporated herein by this reference which cover the lands specifically described in EXHIBIT A attached hereto and incorporated herein by this reference.

Assignor expressly delegates the duties and obligations arising under said leases and agreements and Assignee agrees to expressly assume the duties and obligations under said leases and agreements, with respect to the interest hereby assigned.

7545C

IN WITNESS WHEREOF, this instrument is executed on the day and year first written above.

ASSIGNOR:

AMOR 15 Corporation

By [Signature]
Its V.P.

ASSIGNEE:

Orpuna Geothermal Venture

~~By general partner~~
By AMOR 15 Corporation

By [Signature]
Its V.P.

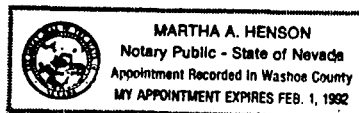
By AMOR 16 Corporation

By [Signature]
Its V.P.

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 23rd day of March, 1990, before me, the undersigned, a Notary Public in and for the State of Nevada, duly commissioned and sworn, personally appeared Hezy Ram, to me known to be the person who signed as Vice President of AMOR 15 Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he or she was duly elected, qualified and acting as said officer of the corporation, that he or she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation. *Said corporation has no seal*

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Martha A. Henson
NOTARY PUBLIC in and for the State of
Nevada, residing at Reno, Nevada.
My Commission Expires: Feb. 1, 1992

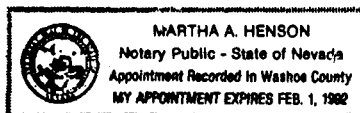
7545C

PRINCIPAL PLACE OF BUSINESS AND
POST OFFICE ADDRESS OF
ASSIGNEE IS: 610 E Glendale Ave
Sparks NV 89431

STATE OF NEVADA)
)
COUNTY OF WASHOE) ss.

On this 23rd day of March, 1990, before me, the undersigned, a Notary Public in and for the State of Nevada, duly commissioned and sworn, personally appeared Hezy Ram, to me known to be the Vice President of AMOR 15 Corporation, a partner of Orpuna Geothermal Venture, a Hawaii partnership, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned, and on oath stated that he or she was duly elected, qualified and acting as said officer of the corporation, that he or she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation. *Said Corporation has no seal*

WITNESS my hand and official seal the day and year in this certificate above written.

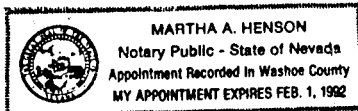


Martha A. Henson
NOTARY PUBLIC in and for the State of Nevada, residing at Reno, Nevada.
My Commission Expires: Feb. 1, 1992.

STATE OF NEVADA)
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COUNTY OF WASHOE) ss.

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Martha A. Henson
NOTARY PUBLIC in and for the State of
Nevada, residing at Reno, Nevada
My Commission Expires: Feb. 1, 1992

A7545C

7545C

Exhibit "A"

Those certain leases described in Exhibit "B" attached hereto, affecting the following described property:

THIRD TAXATION DIVISION

All those certain parcels of Land, (portion of the land described in and covered by Royal Patent No. 8177, Land Commission Award No. 8559, Apana 5 to C. Kanaina), situate lying and being at Kapoho, District of Puna, County and State of Hawaii more particularly described below:

Tax Map Key

<u>Zone</u>	<u>Section</u>	<u>Plat</u>	<u>Parcel</u>	<u>Acres</u>
1	4	16	11	10.859
1	4	16	9	9.709
1	4	16	10	9.455
1	4	18	10	3.465
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1	4	18	8	4.373
1	4	19	1	8.399
1	4	19	2	19.899
1	4	16	2	5.498
1	4	16	8	1.332
1	4	17	6	4.915
Subtotal I				150.477

All of those certain parcels of land (a portion of the land described in and covered by Royal Patent No. 8177, Land Commission Award No. 8559, Apana 5 to C. Kanaina, situate at Kapoho, Puna, Hawaii, and Royal Patent No. 7483, Land Commission Award No. 4452, Apana 3 to H. Kalama, situate at Halekamahina, Puna, Hawaii more particularly described below:

Tax Map Key

<u>Zone</u>	<u>Section</u>	<u>Plat</u>	<u>Parcel</u>	<u>Acres</u>
1	4	20	7	17.502
1	4	20	8	6.231
Subtotal II				23.733

All of those certain parcels of land (a portion of the land described in and covered by Royal Patent No. 4497, Land Commission Award No. 8559, Land Patent No. 8177, Apana 5 to C. Kanaina, situate at Kapoho, Puna, Hawaii more particularly described below:

Tax Map Key

<u>Zone</u>	<u>Section</u>	<u>Plat</u>	<u>Parcel</u>	<u>Acres</u>
1	4	16	7	6.020
1	4	16	13	2.008
1	4	16	5	4.431
1	4	16	6	8.161
1	4	17	7	5.335
1	4	17	2	4.844
1	4	17	9	4.861
1	4	17	10	4.316
1	4	19	9	1.704
1	4	16	1	17.909
1	4	17	3	32.101
1	4	17	11	7.466
1	4	16	3	6.011
Subtotal III				105.167
Subtotal I				150.477
Subtotal II				23.733
Subtotal III				105.167
Grand Total				279.377

Exhibit "A"

All those certain parcels of land situate, lying and being at Kapoho, District of Puna, Island, County and State of Hawaii, and as shown on the attached.

THIRD TAXATION DIVISION

<u>Zone</u>	<u>Section</u>	<u>Plat</u>	<u>Parcel</u>	<u>Acres</u>
1	4	01	10	287.43
1	4	02	18	454.898
1	4	02	31	303.872
1	4	02	32	444.505
1	4	02	40	48.44
1	4	02	79	1.138
Total				<u>1,540.283</u>

8085218846: # 4

LN/ FED SN	LESSOR	LEASE DATE	REC DATE	BOOK/ PAGE	INST. NO.	GROSS ACREAGE	NET ACREAGE	PRIMARY TERM	TOTAL ROYALTY BURDEN	RENTAL /MIN. ROYALTY	SPECIAL PERF. DEADLNS
061	KAPOHO LAND PARTNERSHIP G-1	07-14-81	08-19-85	19774/ 488	86-100894	2.82	2.82	65 YRS (FROM RES. LS)	-	\$170/AC ⁽²⁾⁽³⁾	
062	KAPOHO LAND PARTNERSHIP G-2	03-25-82	08-13-85	19774/ 494	86-100895	2.12	2.12	65 YRS (FROM RES. LS)	-	\$1/AC	
063	STATE OF HAWAII - R-1	02-20-81	06-20-83	17122/ 68	-	3,486.70	3,486.70	10 YRS	10%	PIF	
064	ALTMAN, DALE, ET UX	10-22-81	11-30-81	16006/ 474	81-118465	5.335	5.335*	10 YRS	10%	PIF	
065	DUGGER, WILLIAM C.	08-12-81	08-26-82	16534/ 499	82-75902	12.031	12.031	10 YRS	10%	PIF	
066	POMMERENK, ALBERT C., ET UX	10-22-81	11-30-81	16006/ 474	81-118465	4.316	4.316*	10 YRS	-	\$1/AC	
067	STATE OF HAWAII R-4	06-01-85	117-5-85	19058/ 188	85-125689	279.377	279.377	10 YRS	10%	PIF	
068	WENGERD, TIMOTHY M., ET AL	10-22-81	11-30-81	16006/ 474	81-118465	4.861	4.861*	10 YRS	-	PIF	
069	WILLIAMS, ROBERT G., AND FRINK, WILLIAM E.	10-22-81	11-30-81	16006/ 474	81-118465	4.844	4.844*	10 YRS	-	PIF	
070	HICKS, DOUGLAS, ET UX	10-22-81	11-30-81	16006/ 474	81-118465	8.161	8.161*	10 YRS	-	PIF	
071	HIWA HIWA JOINT VENTURE	10-22-81	11-30-81	16006/ 474	81-118465	4.431	4.431*	10 YRS	-	PIF	
073	KAPOHO LAND PARTNERSHIP Kula Surface Lease	03-01-83	06-17-83	17119/ 93	83-65358	1,540.283	1,540.283	20 YRS	9%	\$10/AC 1-3 YRS ⁽⁴⁾	

15,073.1934 14,859.2497

PUNA.SCH

*PART OF LEASE NO. 052, ACREAGE NOT ADDED IN TOTAL
(1) ASSIGNMENT OF OCCUPIER RIGHTS ONLY

(2) PLUS EXCISE TAX

(3) RENT TO BE RE-EVALUATED EVERY 5 YEARS

(4) RENT TO BE INCREASED AT 4TH YEAR AND EACH SUCCESSIVE 5 YEAR PERIOD, COMPUTED ON CPI INFLATOR

EXHIBIT 2

SENT BY: Xerox Telecopier 7021 : 0-30-80 : 11:24AM :

8085218846# 3

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SENT BY: Xerox Telecopier 7021 : 8-30-80 : 11:23AM :
PUNA, SCH

LN/ FED SN	LESSOR	LEASE DATE	REC DATE	BOOK/ PAGE	INST. NO.	GROSS ACREAGE	NET ACREAGE	PRIMARY TERM	TOTAL ROYALTY BURDEN	RENTAL /MIN. ROYALTY	SPECIAL PERF. DEADLNS
049	KAWATE, ROBERT M., ET UX	10-07-80	03-17-81	15415/ 594	81-27111	19.899	19.899	10 YRS	10%	\$100/YR	
050	KOBAYASHI, YOSHIMI	10-10-80	03-17-81	15415/ 650	81-27123	21.382	21.382	10 YRS	10%	\$107/YR	
051	KOBAYASHI, YOSHIMI, ET UX	10-10-80	03-17-81	15415/ 622	81-27117	2.008	2.008	10 YRS	10%	\$11/YR	
052	MAUS, RIVER	10-22-81	11-30-81	16006/ 474	81-118465	31.948	31.948	10 YRS	10%	PIF	
053	MIYATAKE, SHIRYO, ET UX	10-03-80	03-17-81	15415/ 630	81-27119	12.188	12.188	10 YRS	10%	\$61/YR	
054	NAMBA, KENNETH H., ET AL	12-18-80	09-30-81	15850/ 431	81-98468	10.859	10.859	10 YRS	10%	\$55/YR	
055	TANOUE, TADAO, ET UX	11-18-80	03-17-81	15415/ 640	81-27121	17.502	17.502	10 YRS	10%	\$88/YR	
056	UYEDA, EDWARD T., ET UX	10-02-81	11-30-81	16006/ 457	81-118462	5.108	5.108	10 YRS	10%	PIF	
057	PUNA SUGAR COMPANY, LTD	07-27-81	08-25-88	19791/ 97	86-103495	4,316.895	4,316.895	15 YRS	0%	\$10/AC	
058	BISHOP ESTATE SUBLEASE	03-01-81	04-08-82	16267/ 456	82-30037	3,490.58	3,490.58	10 YRS	2% ≤ 25MW 3% > 25MW - < 50MW 4% ≥ 50MW	\$10/AC 1-3 YRS \$20/AC 4-5 YRS \$25/AC 6-10 YRS ⁽²⁾	Subject to Pooling Agreement w/Kapoho
059	PLANT KAPOHO LAND PARTNERSHIP	03-01-81	04-08-82	16267/ 466	82-30038	815.7997	611.85	10 YRS	2% ≤ 25MW 3% > 25MW - < 50MW 4% ≥ 50MW	\$1/AC	Subject to Pooling Agreement w/Bishop
060	STATE OF HAWAII - R-2 (KAPOHO)	02-20-81	-	-	-	815.7997	815.7997	10 YRS	10%	\$170/AC ⁽²⁾⁽³⁾	

PUNA, SCH

2

*PART OF LEASE NO. 052, ACREAGE NOT ADDED IN TOTAL

(1) ASSIGNMENT OF OCCUPIER RIGHTS ONLY

(2) PLUS EXCISE TAX

(3) RENT TO BE RE-EVALUATED EVERY 5 YEARS

(4) RENT TO BE INCREASED AT 4TH YEAR AND EACH SUCCESSIVE 5 YEAR PERIOD, COMPUTED ON CPI INFLATOR

8085218846: # 2

7023589125

SENT BY Xerox Telecopier 7021 : 8-30-90 : 11:22AM :

PUNA LEASE SCHEDULE

LN/ FED SN	LESSOR	LEASE DATE	REC DATE	BOOK/ PAGE	INST. NO.	GROSS ACREAGE	NET ACREAGE	PRIMARY TERM	TOTAL ROYALTY BURDEN	RENTAL /MIN. ROYALTY	SPECIAL PERF. DEADLNS
1. 037	APIKI, BASIL K, JR. ET UX	12-11-80	09-30-81	15850/ 443	81-98470	11.50	11.50	10 YRS	10%	\$58/YR	
2. 038	COLLINS, CURT IWATA, RAYMOND H., ET UX	04-19-82	05-14-82	16343/ 417	-	4.915	4.915	10 YRS	10%	PIF	
3. 039	COLLINS, CLIFF AND COLLINS, CURT	08-26-81	04-08-82	16268/ 12	-	6.830	6.830	10 YRS	10%	PIF	
040	KALAPANA GARDENS CORP.	10-31-80	03-17-81	15415/ 612	81-27115	57.476	57.476	10 YRS	10%	\$1,500/YR	
041	FUKUMOTO, KIYOSHI, ET UX (Formerly Fukumoto, Kijiro)	10-21-80	03-17-81	15415/ 568	81-27105	9.455	9.455	10 YRS	10%	\$48/YR	
042	HIGA, ROBERT YUKIO, ET UX	11-10-80	03-17-81	15415/ 668	81-27127	6.231	6.231	10 YRS	10%	\$32/YR	
043	HIGASHI, KIMIE	10-09-80	03-17-81	15415/ 660	81-27125	8.399	8.399	10 YRS	10%	\$42/YR	
044	HONDA, MASAYUKI, ET UX	10-10-80	03-17-81	15415/ 576	81-27107	9.709	9.709	10 YRS	-	\$49/YR	
045	IKEDA, SHINJI, ET UX	08-26-81	04-10-84	17790/ 490	84-40394	9.094	9.094	-	10%	(1)	
046	IKEDA, MERVIN K., ET UX	08-27-81	11-30-81	16005/ 468	81-118454	1.704	1.704	10 YRS	10%	PIF	
047	IWATA, AKIRA, ET UX; IWATA, PAUL HIROSHI, ET UX	10-28-80	03-17-81	15415/ 584	81-27109	14.578	14.578	10 YRS	10%	\$73/YR	
048	IWATA, ISAMU, ET UX	10-10-80	03-17-81	15415/ 602	81-27113	18.061	18.061	10 YRS	10%	\$31/YR	

PUNASCH

*PART OF LEASE NO. 052, ACREAGE NOT ADDED IN TOTAL

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(4) RENT TO BE INCREASED AT 4TH YEAR AND EACH SUCCESSIVE 5 YEAR PERIOD, COMPUTED ON CPI INFLATOR



90325C

90-136154

RECORDATION REQUESTED BY:

Puna Geothermal Venture
101 Aupuni Street
Suite 1014B
Hilo, Hawaii 96720

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

SEP 4 AM 8 01

AFTER RECORDATION, RETURN TO:

Puna Geothermal Venture
101 Aupuni Street
Suite 1014B
Hilo, Hawaii 96720

S. FURUKAWA, REGISTRAR

RETURN BY: Mail (x) Pick up ()



ASSIGNMENT OF LEASES AND AGREEMENTS

THIS ASSIGNMENT OF LEASES AND AGREEMENTS, effective as of the 2nd day of March, 1990, is made by and between Puna Geothermal Venture, a Hawaii partnership ("Assignor"), and AMOR VI Corporation, a Delaware corporation ("Assignee").

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee an undivided one-half interest in those certain geothermal leases and agreements described in EXHIBIT A attached hereto and incorporated herein by this reference which cover the lands specifically described in EXHIBIT A attached hereto and incorporated herein by this reference.

Assignor expressly delegates the duties and obligations arising under said leases and agreements and Assignee agrees to expressly assume the duties and obligations under said leases and agreements, with respect to the interest hereby assigned.

011990/A0298J

IN WITNESS WHEREOF, this instrument is executed on the day
and year first written above.

ASSIGNOR:

Puna Geothermal Venture
its general partner
By AMOR VIII Corporation

By *J. McLean*
Its V.P.

By AMOR VI Corporation

By *J. McLean*
Its V.P.

ASSIGNEE:

AMOR VI Corporation

By *J. McLean*
Its V.P.

PRINCIPAL PLACE OF BUSINESS AND
POST OFFICE ADDRESS OF
MORTGAGEE IS:

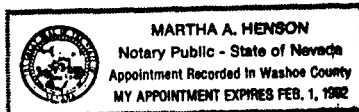
Assignee 610 E Glendale Ave
Sparks, NV 89431

011990/A0298J

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 23rd day of March, 1990, before me, the undersigned, a Notary Public in and for the State of Nevada, duly commissioned and sworn, personally appeared Hezy Ram, to me known to be the person who signed as Vice President of AMOR VI Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he or she was duly elected, qualified and acting as said officer of the corporation, that he or she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation. *Said corporation has no seal.*

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Martha A. Henson
NOTARY PUBLIC in and for the State of Nevada, residing at Reno, Nevada.
My Commission Expires: Feb. 1, 1992

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 23rd day of March, 1990, before me, the undersigned, a Notary Public in and for the State of Nevada, duly commissioned and sworn, personally appeared Hezy Ram, to me known to be the person who signed as Vice President of AMOR VIII Corporation to me know to be a partner of Puna Geothermal Venture, a Hawaii partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the partnership's free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he or she was duly elected, qualified and acting as said officer of the corporation, that he or she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation. *Said corporation has no seal*

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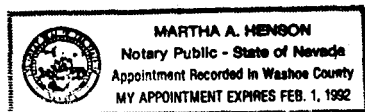


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My Commission Expires: Feb. 1, 1992

A0298J

Exhibit "A"

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THIRD TAXATION DIVISION

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Subtotal I				150.477
Subtotal II				23.733
Subtotal III				<u>105.167</u>
Grand Total				<u>279.377</u>

Exhibit "A"

All those certain parcels of land situate, lying and being at Kapoho,
District of Puna, Island, County and State of Hawaii, and as shown on
the attached.

THIRD TAXATION DIVISION

<u>Zone</u>	<u>Section</u>	<u>Plat</u>	<u>Parcel</u>	<u>Acres</u>
1	4	01	10	287.43
1	4	02	18	454.898
1	4	02	31	303.872
1	4	02	32	444.505
1	4	02	40	48.44
1	4	02	79	1.138
Total				<u>1,540.283</u>

8085218046# 4

7023569125*

SENT BY Xerox Telecopier 7021 : 8-30-80 11:24AM :
H H P H P H

LN/ FED SN	LESSOR	LEASE DATE	REC DATE	BOOK/ PAGE	INST. NO.	GROSS ACREAGE	NET ACREAGE	PRIMARY TERM	TOTAL ROYALTY BURDEN	RENTAL /MIN. ROYALTY	SPECIAL PERF. DEADLNS
061	KAPOHO LAND PARTNERSHIP G-1	07-14-81	08-19-85	19774/ 488	85-100894	2.82	2.82	65 YRS (FROM RES. LS)	-	\$170/AC ⁽²⁾⁽³⁾	
062	KAPOHO LAND PARTNERSHIP G-2	03-25-82	08-19-85	19774/ 494	85-100895	2.12	2.12	65 YRS (FROM RES. LS)	-	\$1/AC	
063	STATE OF HAWAII - R-1	02-20-81	05-20-83	17122/ 68	-	3,486.70	3,486.70	10 YRS	10%	PIF	
064	ALTMAN, DALE, ET UX	10-22-81	11-30-81	16005/ 474	81-118465	5.335	5.335*	10 YRS	10%	PIF	
065	DUGGER, WILLIAM C.	08-12-81	08-25-82	16534/ 499	82-75902	12.031	12.031	10 YRS	10%	PIF	
066	POMMERENK, ALBERT C., ET UX	10-22-81	11-30-81	16005/ 474	81-118465	4.316	4.316*	10 YRS	-	\$1/AC	
067	STATE OF HAWAII R-4	05-01-85	11-7-85	19058/ 183	85-125689	279.377	279.377	10 YRS	10%	PIF	
068	WENGERD, TIMOTHY M., ET AL	10-22-81	11-30-81	16005/ 474	81-118465	4.861	4.861*	10 YRS	-	PIF	
069	WILLIAMS, ROBERT G., AND FRINK, WILLIAM E.	10-22-81	11-30-81	16005/ 474	81-118465	4.844	4.844*	10 YRS	-	PIF	
070	HICKS, DOUGLAS, ET UX	10-22-81	11-30-81	16005/ 474	81-118465	8.161	8.161*	10 YRS	-	PIF	
071	HIWA HIWA JOINT VENTURE	10-22-81	11-30-81	16005/ 474	81-118465	4.431	4.431*	10 YRS	-	PIF	
073	KAPOHO LAND PARTNERSHIP Kula Surface Lease	03-01-83	06-17-83	17119/ 93	83-65358	1,540.283	1,540.283	20 YRS	9%	\$10/AC 1-3 YRS ⁽⁴⁾	
						15,073.1994	14,859.2497				

PUNASCH

3

*PART OF LEASE NO. 052, ACREAGE NOT ADDED IN TOTAL

(1) ASSIGNMENT OF OCCUPIER RIGHTS ONLY

(2) PLUS EXCISE TAX

(3) RENT TO BE RE-EVALUATED EVERY 5 YEARS

(4) RENT TO BE INCREASED AT 4TH YEAR AND EACH SUCCESSIVE 5 YEAR PERIOD, COMPUTED ON CPI INFLATOR

EXHIBIT B

8085218846: # 3

7023589125+

SENT BY: Xerox Telecopier 7021 : 8-30-90 : 11:23AM :

LH/ FED SN	LESSOR	LEASE DATE	REC DATE	BOOK/ PAGE	INST. NO.	GROSS ACREAGE	NET ACREAGE	PRIMARY TERM	TOTAL ROYALTY BURDEN	RENTAL /MIN. ROYALTY	SPECIAL PERF. DEADLNS
049	KAWATE, ROBERT M., ET UX	10-07-80	03-17-81	15415/ 594	81-27111	19.899	19.899	10 YRS	10%	\$100/YR	
050	KOBAYASHI, YOSHIMI	10-10-80	03-17-81	15415/ 650	81-27123	21.382	21.382	10 YRS	10%	\$107/YR	
051	KOBAYASHI, YOSHIMI, ET UX	10-10-80	03-17-81	15415/ 622	81-27117	2.008	2.008	10 YRS	10%	\$11/YR	
052	MAUS, RIVER	10-22-81	11-30-81	16006/ 474	81-118465	31.948	31.948	10 YRS	10%	PIF	
053	MIYATAKE, SHIRYO, ET UX	10-03-80	03-17-81	15415/ 630	81-27119	12.188	12.188	10 YRS	10%	\$51/YR	
054	NAMBA, KENNETH H., ET AL	12-18-80	03-30-81	15850/ 431	81-98468	10.859	10.859	10 YRS	10%	\$55/YR	
055	TANOUE, TADAO, ET UX	11-18-80	03-17-81	15415/ 640	81-27121	17.502	17.502	10 YRS	10%	\$88/YR	
056	UYEDA, EDWARD T., ET UX	10-02-81	11-30-81	16006/ 457	81-118462	5.108	5.108	10 YRS	10%	PIF	
057	PUNA SUGAR COMPANY, LTD	07-27-81	08-25-86	19791/ 97	86-103495	4,316.895	4,316.895	15 YRS	9%	\$10/AC	
058	BISHOP ESTATE SUBLEASE	03-01-81	04-08-82	16267/ 456	82-30037	3,490.58	3,490.58	10 YRS	2% ≤ 25MW 3% > 25MW - < 50MW 4% ≥ 50MW	\$10/AC 1-3 YRS \$20/AC 4-5 YRS \$25/AC 6-10 YRS ⁽¹⁾	Subject to Pooling Agreement w/Kapoho
059	PLANT KAPOHO LAND PARTNERSHIP	03-01-81	04-08-82	16267/ 456	82-30038	815.7997	611.85	10 YRS	2% ≤ 25MW 3% > 25MW - < 50MW 4% ≥ 50MW	\$1/AC	Subject to Pooling Agreement w/Bishop
060	STATE OF HAWAII - R-2 (KAPOHO)	02-20-81	-	-	-	815.7997	815.7997	10 YRS	10%	\$170/AC ⁽²⁾⁽³⁾	

PUNA.SCH

2

*PART OF LEASE NO. 052, ACREAGE NOT ADDED IN TOTAL

(1) ASSIGNMENT OF OCCUPIER RIGHTS ONLY

(2) PLUS EXCISE TAX

(3) RENT TO BE RE-EVALUATED EVERY 5 YEARS

(4) RENT TO BE INCREASED AT 4TH YEAR AND EACH SUCCESSIVE 5 YEAR PERIOD, COMPUTED ON CPI INFLATOR

8085218846: # 2

PUNA LEASE SCHEDULE

LN/ FED SN	LESSOR	LEASE DATE	REC DATE	BOOK/ PAGE	INST. NO.	GROSS ACREAGE	NET ACREAGE	PRIMARY TERM	TOTAL ROYALTY BURDEN	RENTAL /MIN. ROYALTY	SPECIAL PERF. DEADLNS
1. C37	APIKI, BASIL K., JR. ET UX	12-11-80	09-30-81	15850/ 443	81-98470	11.50	11.50	10 YRS	10%	\$58/YR	
2. M-038	COLLINS, CURT IWATA, RAYMOND H., ET UX	04-19-82	05-14-82	16343/ 417	-	4.915	4.915	10 YRS	10%	PIF	
3. C39	COLLINS, CLIFF AND COLLINS, CURT	08-26-81	04-08-82	16268/ 12	-	6.830	6.830	10 YRS	10%	PIF	
4. C40	KALAPANA GARDENS CORP.	10-31-80	03-17-81	15415/ 612	81-27115	57.476	57.476	10 YRS	10%	\$1,500/YR	
5. C41	FUKUMOTO, KIYOSHI, ET UX (Formerly Fukumoto, Kijiro)	10-21-80	03-17-81	15415/ 568	81-27105	9.456	9.456	10 YRS	10%	\$48/YR	
6. C42	HIGA, ROBERT YUKIO, ET UX	11-10-80	03-17-81	15415/ 668	81-27127	6.231	6.231	10 YRS	10%	\$32/YR	
7. C43	HIGASHI, KIMIE	10-08-80	03-17-81	15415/ 660	81-27125	8.339	8.339	10 YRS	10%	\$42/YR	
8. C44	HONDA, MASAYUKI, ET UX	10-10-80	03-17-81	15415/ 576	81-27107	9.709	9.709	10 YRS	-	\$49/YR	
9. C45	IKEDA, SHINJI, ET UX	08-26-81	04-10-84	17790/ 400	84-40394	9.094	9.094	-	10%	(1)	
10. C46	IKEDA, MERVIN K., ET UX	08-27-81	11-30-81	16006/ 468	81-118454	1.704	1.704	10 YRS	10%	PIF	
11. C47	IWATA, AKIRA, ET UX; IWATA, PAUL HIROSHI, ET UX	10-28-80	03-17-81	15415/ 584	81-27109	14.578	14.578	10 YRS	10%	\$73/YR	
12. C48	IWATA, ISAMU, ET UX	10-10-80	03-17-81	15415/ 602	81-27113	18.061	18.061	10 YRS	10%	\$91/YR	

PUNA.SCH

*PART OF LEASE NO. 062, ACREAGE NOT ADDED IN TOTAL

(1) ASSIGNMENT OF OCCUPIER RIGHTS ONLY

(2) PLUS EXCISE TAX

(3) RENT TO BE RE-EVALUATED EVERY 5 YEARS

(4) RENT TO BE INCREASED AT 4TH YEAR AND EACH SUCCESSIVE 5 YEAR PERIOD, COMPUTED ON CPI INFLATOR

SENT BY: Xerox Telecopier 7021 : 8-30-90 : 11:22AM :

90-136155

FAM

90325c

RECORDATION REQUESTED BY:

Puna Geothermal Venture
101 Aupuni Street
Suite 1014B
Hilo, Hawaii 96720

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

'90 SEP 4 AM 8 01

AFTER RECORDATION, RETURN TO:

Puna Geothermal Venture
101 Aupuni Street
Suite 1014B
Hilo, Hawaii 96720

S. FURUKAWA, REGISTRAR

RETURN BY: Mail (x) Pick up ()

ASSIGNMENT OF LEASES AND AGREEMENTS

THIS ASSIGNMENT OF LEASES AND AGREEMENTS, effective as of the 23rd day of March, 1990, is made by and between AMOR VI Corporation, a Delaware corporation ("Assignor"), and AMOR 16 Corporation, a Delaware corporation ("Assignee").

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all of Assignor's right, title and interest, being an undivided one-half interest, in those certain geothermal leases and agreements described in EXHIBIT A attached hereto and incorporated herein by this reference which cover the lands specifically described in EXHIBIT A attached hereto and incorporated herein by this reference.

Assignor expressly delegates the duties and obligations arising under said leases and agreements and Assignee agrees to expressly assume the duties and obligations under said leases and agreements, with respect to the interest hereby assigned.

IN WITNESS WHEREOF, this instrument is executed on the day and year first written above.

ASSIGNOR:

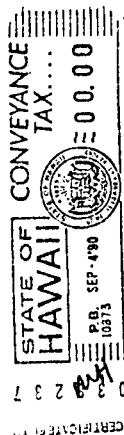
AMOR VI Corporation

By [Signature]
Its V.P.

ASSIGNEE:

AMOR 16 Corporation

By [Signature]
Its V.P.



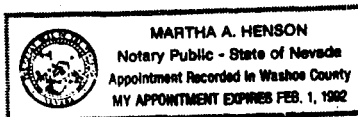
PRINCIPAL PLACE OF BUSINESS AND
POST OFFICE ADDRESS OF

Assignee is: 610 E Glendale Ave., Sparks, NV 89431

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 23rd day of March, 1990, before me, the undersigned, a Notary Public in and for the State of Nevada, duly commissioned and sworn, personally appeared Rezy Ram, to me known to be the person who signed as Vice President of AMOR VI Corportion, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he or she was duly elected, qualified and acting as said officer of the corporation, that he or she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation. *Seal affixed Said corporation has no seal*

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

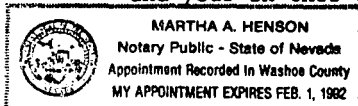


Martha A. Henson
NOTARY PUBLIC in and for the State of
Nevada, residing at Reno, Nevada.
My Commission Expires: FEB. 1, 1992.

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 1990, before me, the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared _____, to me known to be the person who signed as _____ of AMOR 16 Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he or she was duly elected, qualified and acting as said officer of the corporation, that he or she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation. *Said Corporation has no seal*

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Martha A. Henson
NOTARY PUBLIC in and for the State of
_____, residing at _____.
My Commission Expires: _____.

A0299J

Exhibit "A"

Those certain leases described in Exhibit "B" attached hereto, affecting the following described property:

THIRD TAXATION DIVISION

All those certain parcels of Land, (portion of the land described in and covered by Royal Patent No. 8177, Land Commission Award No. 8559, Apana 5 to C. Kanaina), situate lying and being at Kapoho, District of Puna, County and State of Hawaii more particularly described below:

Tax Map Key

<u>Zone</u>	<u>Section</u>	<u>Plat</u>	<u>Parcel</u>	<u>Acres</u>
1	4	16	11	10.859
1	4	16	9	9.709
1	4	16	10	9.455
1	4	18	10	3.465
1	4	17	12	1.371
1	4	18	9	4.777
1	4	17	8	4.965
1	4	21	4	6.907
1	4	21	2	1.622
1	4	21	3	.565
1	4	18	3	3.016
1	4	18	4	2.092
1	4	18	1	3.445
1	4	18	2	13.498
1	4	18	13	1.118
1	4	18	5	5.508
1	4	19	3	15.874
1	4	18	7	7.815
1	4	18	8	4.373
1	4	19	1	8.399
1	4	19	2	19.899
1	4	16	2	5.498
1	4	16	8	1.332
1	4	17	6	4.915

Subtotal I 150.477

All of those certain parcels of land (a portion of the land described in and covered by Royal Patent No. 8177, Land Commission Award No. 8559, Apana 5 to C. Kanaina, situate at Kapoho, Puna, Hawaii, and Royal Patent No. 7483, Land Commission Award No. 4452, Apana 3 to H. Kalama, situate at Halekamahina, Puna, Hawaii more particularly described below:

Tax Map Key

<u>Zone</u>	<u>Section</u>	<u>Plat</u>	<u>Parcel</u>	<u>Acres</u>
1	4	20	7	17.502
1	4	20	8	6.231
Subtotal II				<u>23.733</u>

All of those certain parcels of land (a portion of the land described in and covered by Royal Patent No. 4497, Land Commission Award No. 8559, Land Patent No. 8177, Apana 5 to C. Kanaina, situate at Kapoho, Puna, Hawaii more particularly described below:

Tax Map Key

<u>Zone</u>	<u>Section</u>	<u>Plat</u>	<u>Parcel</u>	<u>Acres</u>
1	4	16	7	6.020
1	4	16	13	2.008
1	4	16	5	4.431
1	4	16	6	8.161
1	4	17	7	5.335
1	4	17	2	4.844
1	4	17	9	4.861
1	4	17	10	4.316
1	4	19	9	1.704
1	4	16	1	17.909
1	4	17	3	32.101
1	4	17	11	7.466
1	4	16	3	6.011
Subtotal III				<u>105.167</u>
Subtotal I				150.477
Subtotal II				23.733
Subtotal III				<u>105.167</u>
Grand Total				<u>279.377</u>

Exhibit "A"

All those certain parcels of land situate, lying and being at Kapoho, District of Puna, Island, County and State of Hawaii, and as shown on the attached.

THIRD TAXATION DIVISION

<u>Zone</u>	<u>Section</u>	<u>Plat</u>	<u>Parcel</u>	<u>Acres</u>
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1	4	02	31	303.872
1	4	02	32	444.505
1	4	02	40	48.44
1	4	02	79	1.138
			Total	<u>1,540.283</u>

8085218848: # 4

7023589125-

SENT BY: Xerox Telecopier 7021 : 0-30-90 : 11:24AM :
04/15/94 P.M.

LN/ FED SN	LESSOR	LEASE DATE	REC DATE	BOOK/ PAGE	INST. NO.	GROSS ACREAGE	NET ACREAGE	PRIMARY TERM	TOTAL ROYALTY BURDEN	RENTAL /MIN. ROYALTY	SPECIAL PERF. DEADLNS
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PJUNA.SCH

*PART OF LEASE NO. 062, ACREAGE NOT ADDED IN TOTAL

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EXHIBIT B

8085218846: # 3

7023569125

SENT BY: Xerox Telecopier 7021 : 0-30-90 : 11:23AM :
PUNA SCH

LN/ FED SN	LESSOR	LEASE DATE	REC DATE	BOOK/ PAGE	INST. NO.	GROSS ACREAGE	NET ACREAGE	PRIMARY TERM	TOTAL ROYALTY BURDEN	RENTAL /MIN. ROYALTY	SPECIAL PERF. DEADLNS
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059	PLANT KAPOHO LAND PARTNERSHIP	03-01-81	04-08-82	16267/ 456	82-30038	815.7997	611.85	10 YRS	2% ≤ 25MW 3% > 25MW - < 50MW 4% ≥ 50MW	\$1/AC	Subject to Pooling Agreement w/Bishop
060	STATE OF HAWAII - R-2 (KAPOHO)	02-20-81	-	-	-	815.7997	815.7997	10 YRS	10%	\$170/AC ⁽²⁾⁽³⁾	

PUNA SCH

2

*PART OF LEASE NO. 052, ACREAGE NOT ADDED IN TOTAL

(1) ASSIGNMENT OF OCCUPYER RIGHTS ONLY

(2) PLUS EXCISE TAX

(3) RENT TO BE RE-EVALUATED EVERY 5 YEARS

(4) RENT TO BE INCREASED AT 4TH YEAR AND EACH SUCCESSIVE 5 YEAR PERIOD, COMPUTED ON CPI INFLATOR

UNIT	LEADER	LEASE DATE	EXP. DATE	LEASE TYPE	LEASE TERM	LEASE VALUE	LEASE TYPE	LEASE VALUE	LEASE TYPE	LEASE VALUE
1-000	AMERICAN S. & E.	12-1-40	03-31-51	1000/	10000	1000	1000	1000	1000	1000
2-000	COLLINS CREEK MOUNTAIN HILL	04-1-42	03-31-52	1000/	1000	1000	1000	1000	1000	1000
3-000	COLLINS CREEK NO COLLINS CREEK	04-1-42	04-1-52	1000/	1000	1000	1000	1000	1000	1000
4-000	AMERICAN S. & E.	12-1-40	03-31-51	1000/	10000	1000	1000	1000	1000	1000
5-000	AMERICAN S. & E.	12-1-40	03-31-51	1000/	10000	1000	1000	1000	1000	1000
6-000	AMERICAN S. & E.	12-1-40	03-31-51	1000/	10000	1000	1000	1000	1000	1000
7-000	AMERICAN S. & E.	12-1-40	03-31-51	1000/	10000	1000	1000	1000	1000	1000
8-000	AMERICAN S. & E.	12-1-40	03-31-51	1000/	10000	1000	1000	1000	1000	1000
9-000	AMERICAN S. & E.	12-1-40	03-31-51	1000/	10000	1000	1000	1000	1000	1000
10-000	AMERICAN S. & E.	12-1-40	03-31-51	1000/	10000	1000	1000	1000	1000	1000
11-000	AMERICAN S. & E.	12-1-40	03-31-51	1000/	10000	1000	1000	1000	1000	1000
12-000	AMERICAN S. & E.	12-1-40	03-31-51	1000/	10000	1000	1000	1000	1000	1000
13-000	AMERICAN S. & E.	12-1-40	03-31-51	1000/	10000	1000	1000	1000	1000	1000
14-000	AMERICAN S. & E.	12-1-40	03-31-51	1000/	10000	1000	1000	1000	1000	1000
15-000	AMERICAN S. & E.	12-1-40	03-31-51	1000/	10000	1000	1000	1000	1000	1000
16-000	AMERICAN S. & E.	12-1-40	03-31-51	1000/	10000	1000	1000	1000	1000	1000
17-000	AMERICAN S. & E.	12-1-40	03-31-51	1000/	10000	1000	1000	1000	1000	1000
18-000	AMERICAN S. & E.	12-1-40	03-31-51	1000/	10000	1000	1000	1000	1000	1000
19-000	AMERICAN S. & E.	12-1-40	03-31-51	1000/	10000	1000	1000	1000	1000	1000
20-000	AMERICAN S. & E.	12-1-40	03-31-51	1000/	10000	1000	1000	1000	1000	1000

90325c



RECORDATION REQUESTED BY:

90-136156

Puna Geothermal Venture
101 Aupuni Street
Suite 1014B
Hilo, Hawaii 96720

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

AFTER RECORDATION, RETURN TO:

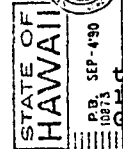
SEP 4 AM 8 01

CONVEYANCE
TAX...
000.00
Puna Geothermal Venture
101 Aupuni Street
Suite 1014B
Hilo, Hawaii 96720

S. FURUKAWA, REGISTRAR

RETURN BY: Mail (x) Pick up ()

ASSIGNMENT OF LEASES AND AGREEMENTS



8 8 2 8 0 0

WITNESSETH

THIS ASSIGNMENT OF LEASES AND AGREEMENTS, effective as of the 23rd day of March, 1990, is made by and between AMOR 16 Corporation, a Delaware corporation ("Assignor"), and Orpuna Geothermal Venture, a Hawaii partnership ("Assignee").

CERTIFICATE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all of Assignor's right, title and interest, being an undivided one-half interest, in those certain geothermal leases and agreements described in EXHIBIT A attached hereto and incorporated herein by this reference which cover the lands specifically described in EXHIBIT A attached hereto and incorporated herein by this reference.

Assignor expressly delegates the duties and obligations arising under said leases and agreements and Assignee agrees to expressly assume the duties and obligations under said leases and agreements, with respect to the interest hereby assigned.


IN WITNESS WHEREOF, this instrument is executed on the day and year first written above.

By [Signature]
Its V.P.

By FRADY
Its V.P.

By JTR/du
Its V.P.

On this 23rd day of March, 1990, before me, the undersigned, a Notary Public in and for the State of Nevada, duly commissioned and sworn, personally appeared Hezy Ram, to me known to be the person who signed as Vice President of AMOR 16 Corporation, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he or she was duly elected, qualified and acting as said officer of the corporation, that he or she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation. ~~Said~~ *Said corporation has no seal*

 **MARTHA A. HENSON**
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES FEB. 1, 1992

Martha L. Benson
 NOTARY PUBLIC in and for the State of
 Nevada, residing at Reno, Nevada
 My Commission Expires: Feb. 1, 1992

PRINCIPAL PLACE OF BUSINESS AND
POST OFFICE ADDRESS OF
IMPORTER IS: 614 E


Assignee 610 E Glendale Ave
Sparks, NV 89431

011990/A0303J

STATE OF NEVADA)
)
COUNTY OF WASHOE) ss.

On this 23rd day of March, 1990, before me, the undersigned, a Notary Public in and for the State of Nevada, duly commissioned and sworn, personally appeared Hezy Ram, to me known to be the Vice President of AMOR 15 Corporation, a partner of Orpuna Geothermal Venture, a Hawaii partnership, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned, and on oath stated that he or she was duly elected, qualified and acting as said officer of the corporation, that he or she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation. *Said corporation has no seal.*

WITNESS my hand and official seal the day and year in this certificate above written.


 **MARTHA A. HENSON**
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES FEB. 1, 1992
Martha A. Henson
NOTARY PUBLIC in and for the State of Nevada, residing at Reno, Nevada.
My Commission Expires: Feb. 1, 1992

STATE OF Nevada)
)
COUNTY OF Washoe) ss.

On this 23rd day of March, 1990, before me, the undersigned, a Notary Public in and for the State of Nevada, duly commissioned and sworn, personally appeared Hezy Ram, to me known to be the Vice President of AMOR 16 Corporation, a partner of Orpuna Geothermal Venture, a Hawaii partnership, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership for the uses and purposes therein mentioned, and on oath stated that he or she was duly elected, qualified and acting as said officer of the corporation, that he or she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation. *Said corporation has no seal.*

011990/A0303J

WITNESS my hand and official seal the day and year in this certificate above written.

	MARTHA A. HENSON	<i>Martha A. Henson</i>
	Notary Public - State of Nevada	NOTARY PUBLIC in and for the State of
	Appointment Recorded in Washoe County	Nevada, residing at Reno, Nevada
	MY APPOINTMENT EXPIRES FEB. 1, 1992	My Commission Expires: Feb. 1, 1992

A0303J

Exhibit "A"

Those certain leases described in Exhibit "B" attached hereto, affecting the following described property:

THIRD TAXATION DIVISION

All those certain parcels of Land, (portion of the land described in and covered by Royal Patent No. 8177, Land Commission Award No. 8559, Apana 5 to C. Kanaina), situate lying and being at Kapoho, District of Puna, County and State of Hawaii more particularly described below:

Tax Map Key

<u>Zone</u>	<u>Section</u>	<u>Plat</u>	<u>Parcel</u>	<u>Acres</u>
1	4	16	11	10.859
1	4	16	9	9.709
1	4	16	10	9.455
1	4	18	10	3.465
1	4	17	12	1.371
1	4	18	9	4.777
1	4	17	8	4.965
1	4	21	4	6.907
1	4	21	2	1.622
1	4	21	3	.565
1	4	18	3	3.016
1	4	18	4	2.092
1	4	18	1	3.445
1	4	18	2	13.498
1	4	18	13	1.118
1	4	18	5	5.508
1	4	19	3	15.874
1	4	18	7	7.815
1	4	18	8	4.373
1	4	19	1	8.399
1	4	19	2	19.899
1	4	16	2	5.498
1	4	16	8	1.332
1	4	17	6	4.915
Subtotal I				150.477

All of those certain parcels of land (a portion of the land described in and covered by Royal Patent No. 8177, Land Commission Award No. 8559, Apana 5 to C. Kanaina, situate at Kapoho, Puna, Hawaii, and Royal Patent No. 7483, Land Commission Award No. 4452, Apana 3 to H. Kalama, situate at Halekamahina, Puna, Hawaii more particularly described below:

Tax Map Key

<u>Zone</u>	<u>Section</u>	<u>Plat</u>	<u>Parcel</u>	<u>Acres</u>
1	4	20	7	17.502
1	4	20	8	6.231
Subtotal II				<u>23.733</u>

All of those certain parcels of land (a portion of the land described in and covered by Royal Patent No. 4497, Land Commission Award No. 8559, Land Patent No. 8177, Apana 5 to C. Kanaina, situate at Kapoho, Puna, Hawaii more particularly described below:

Tax Map Key

<u>Zone</u>	<u>Section</u>	<u>Plat</u>	<u>Parcel</u>	<u>Acres</u>
1	4	16	7	6.020
1	4	16	13	2.008
1	4	16	5	4.431
1	4	16	6	8.161
1	4	17	7	5.335
1	4	17	2	4.844
1	4	17	9	4.861
1	4	17	10	4.316
1	4	19	9	1.704
1	4	16	1	17.909
1	4	17	3	32.101
1	4	17	11	7.466
1	4	16	3	6.011
Subtotal III				<u>105.167</u>
Subtotal I				150.477
Subtotal II				23.733
Subtotal III				<u>105.167</u>
Grand Total				<u>279.377</u>

Exhibit "A"

All those certain parcels of land situate, lying and being at Kapoho, District of Puna, Island, County and State of Hawaii, and as shown on the attached.

THIRD TAXATION DIVISION

<u>Zone</u>	<u>Section</u>	<u>Plat</u>	<u>Parcel</u>	<u>Acres</u>
1	4	01	10	287.43
1	4	02	18	454.898
1	4	02	31	303.872
1	4	02	32	444.505
1	4	02	40	48.44
1	4	02	79	1.138
			Total	<u>1,540.283</u>

8085218846: # 4

7023589125*

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PUNA.SCH

*PART OF LEASE NO. 052, ACREAGE NOT ADDED IN TOTAL

(1) ASSIGNMENT OF OCCUPIER RIGHTS ONLY

(2) PLUS EXCISE TAX

(3) RENT TO BE RE-EVALUATED EVERY 5 YEARS

(4) RENT TO BE INCREASED AT 4TH YEAR AND EACH SUCCESSIVE 5 YEAR PERIOD, COMPUTED ON CPI INFLATOR

LN/ FED SN	LESSOR	LEASE DATE	REC DATE	BOOK/ PAGE	INST. NO.	GROSS ACREAGE	NET ACREAGE	PRIMARY TERM	TOTAL ROYALTY BURDEN	RENTAL /MIN. ROYALTY	SPECIAL PERF. DEADLNS
061	KAPOHO LAND PARTNERSHIP G-1	07-14-81	08-19-86	19774/ 488	86-100894	2.82	2.82	65 YRS (FROM RES. LS)	-	\$170/AC ⁽²⁾⁽³⁾	
062	KAPOHO LAND PARTNERSHIP G-2	03-25-82	08-19-86	19774/ 494	86-100895	2.12	2.12	65 YRS (FROM RES. LS)	-	\$1/AC	
063	STATE OF HAWAII - R-1	02-20-81	06-20-83	17122/ 68	-	3,486.70	3,486.70	10 YRS	10%	PIF	
064	ALTMAN, DALE, ET UX	10-22-81	11-30-81	16006/ 474	81-118465	5.335	5.335*	10 YRS	10%	PIF	
065	DUGGER, WILLIAM C.	08-12-81	08-26-82	16534/ 499	82-75902	12.031	12.031	10 YRS	10%	PIF	
066	POMMERENK, ALBERT C., ET UX	10-22-81	11-30-81	16006/ 474	81-118465	4.316	4.316*	10 YRS	-	\$1/AC	
067	STATE OF HAWAII R-4	06-01-85	117-5-85	19058/ 188	85-125689	279.377	279.377	10 YRS	10%	PIF	
068	WENGERD, TIMOTHY M., ET AL	10-22-81	11-30-81	16006/ 474	81-118465	4.861	4.861*	10 YRS	-	PIF	
069	WILLIAMS, ROBERT G., AND FRINK, WILLIAM E.	10-22-81	11-30-81	16006/ 474	81-118465	4.844	4.844*	10 YRS	-	PIF	
070	HICKS, DOUGLAS, ET UX	10-22-81	11-30-81	16006/ 474	81-118465	8.161	8.161*	10 YRS	-	PIF	
071	HIWA HIWA JOINT VENTURE	10-22-81	11-30-81	16006/ 474	81-118465	4.431	4.431*	10 YRS	-	PIF	
073	KAPOHO LAND PARTNERSHIP Kula Surface Lease	03-01-83	06-17-83	17119/ 93	83-65358	1,540.283	1,540.283	20 YRS	9%	\$10/AC 1-3 YRS ⁽⁴⁾	
						15,073.1994	14,859.2497				

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LN/ FED SN	LESSOR	LEASE DATE	REC DATE	BOOK/ PAGE	INST. NO.	GROSS ACREAGE	NET ACREAGE	PRIMARY TERM	TOTAL ROYALTY BURDEN	RENTAL /MIN. ROYALTY	SPECIAL PERF. DEADLNS
049	KAWATE, ROBERT M., ET UX	10-07-80	03-17-81	15415/ 594	81-27111	19.899	19.899	10 YRS	10%	\$100/YR	
050	KOBAYASHI, YOSHIMI	10-10-80	03-17-81	15415/ 650	81-27123	21.382	21.382	10 YRS	10%	\$107/YR	
051	KOBAYASHI, YOSHIMI, ET UX	10-10-80	03-17-81	15415/ 622	81-27117	2.008	2.008	10 YRS	10%	\$11/YR	
052	MAUS, RIVER	10-22-81	11-30-81	16006/ 474	81-118465	31.948	31.948	10 YRS	10%	PIF	
053	MIYATAKE, SHIRYO, ET UX	10-03-80	03-17-81	15415/ 630	81-27119	12.188	12.188	10 YRS	10%	\$61/YR	
054	NAMBA, KENNETH H., ET AL	12-18-80	03-30-81	15850/ 431	81-98468	10.859	10.859	10 YRS	10%	\$55/YR	
055	TANOUE, TADAO, ET UX	11-18-80	03-17-81	15415/ 640	81-27121	17.502	17.502	10 YRS	10%	\$88/YR	
056	UYEDA, EDWARD T., ET UX	10-02-81	11-30-81	16006/ 457	81-118462	5.108	5.108	10 YRS	10%	PIF	
057	PUNA SUGAR COMPANY, LTD	07-27-81	08-25-86	19791/ 97	86-103495	4,316.895	4,316.895	15 YRS	9%	\$10/AC	
058	BISHOP ESTATE SUBLEASE	03-01-81	04-08-82	16267/ 456	82-30037	3,490.58	3,490.58	10 YRS	2% ≤ 25MW 3% > 25MW - < 50MW 4% ≥ 50MW	\$10/AC 1-3 YRS \$20/AC 4-5 YRS \$25/AC 6-10 YRS ⁽²⁾	Subject to Pooling Agreement w/Kapoho
059	PLANT KAPOHO LAND PARTNERSHIP	03-01-81	04-08-82	16267/ 466	82-30038	815.7997	611.85	10 YRS	2% ≤ 25MW 3% > 25MW - < 50MW 4% ≥ 50MW	\$1/AC	Subject to Pooling Agreement w/Bishop
060	STATE OF HAWAII - R-2 (KAPOHO)	02-20-81	-	-	-	815.7997	815.7997	10 YRS	10%	\$170/AC ⁽²⁾⁽³⁾	

PUNA SCH

2

*PART OF LEASE NO. 052, ACREAGE NOT ADDED IN TOTAL

(1) ASSIGNMENT OF OCCUPIER RIGHTS ONLY

(2) PLUS EXCISE TAX

(3) RENT TO BE RE-EVALUATED EVERY 5 YEARS

(4) RENT TO BE INCREASED AT 4TH YEAR AND EACH SUCCESSIVE 5 YEAR PERIOD, COMPUTED ON CPI INFLATOR

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7023599125

9-30-90:111224

7021

SELL 01/28/92X 161609107 7021

PUNA LEASE SCHEDULE

LN/ FED SN	LESSOR	LEASE DATE	REC DATE	BOOK/ PAGE	INST. NO.	GROSS ACREAGE	NET ACREAGE	PRIMARY TERM	TOTAL ROYALTY BURDEN	RENTAL /MO/ ROYALTY	SPECIAL PERF. DEADWAS
037	APKO, BASE, K., JR. ET UX	12-11-80	09-30-81	15850/ 443	81-08470	11.50	11.50	10 YRS	10%	\$53/10%	
038	COLLINS, CURT MATA, RAYMOND H., ET UX	04-19-82	05-14-82	16343/ 417	-	4.915	4.915	10 YRS	10%	PF	
039	COLLINS, CLIFF AND COLLINS, CURT	08-26-81	04-03-82	16268/ 12	-	6.830	6.830	10 YRS	10%	PF	
040	KALAPANA GARDENS CORP.	10-31-80	03-17-81	15415/ 612	81-27115	57.476	57.476	10 YRS	10%	\$1,500/YR	
041	FUKUMOTO, KIYOSHI, ET UX (Formerly Fukumoto, Kiro)	10-21-80	03-17-81	15415/ 608	81-27105	9.455	9.455	10 YRS	10%	\$48/YR	
042	HIGA, ROBERT YUKIO, ET UX	11-10-80	03-17-81	15415/ 608	81-27127	6.231	6.231	10 YRS	10%	\$32/YR	
043	HIGASHI, KIMIE	10-08-80	03-17-81	15415/ 680	81-27125	8.393	8.393	10 YRS	10%	\$42/YR	
044	HONDA, MASAYUKI, ET UX	10-10-80	03-17-81	15415/ 576	81-27107	9.709	9.709	10 YRS	10%	\$48/YR	
045	KEDA, SHINJI, ET UX	08-26-81	04-10-84	17790/ 400	84-40394	9.094	9.094	-	10%	(1)	
046	KEDA, MERVIN K., ET UX	08-27-81	11-30-81	18006/ 468	81-118454	1.704	1.704	10 YRS	10%	PF	
047	MATA, AKIRA, ET UX; MATA, PAUL HIROSHI, ET UX	10-28-80	03-17-81	15415/ 684	81-27109	14.576	14.576	10 YRS	10%	\$73/YR	
048	MATA, ISAMU, ET UX	10-10-80	03-17-81	15415/ 602	81-27113	18.061	18.061	10 YRS	10%	\$81/YR	

PUNASCH

*PART OF LEASE NO. 682, ACREAGE NOT ADDED IN TOTAL

*ASSIGNMENT OF OCCUPYER RIGHTS ONLY

*CAPLUS EXCISE TAX

*CURRENT TO BE REEVALUATED EVERY 5 YEARS

*CURRENT TO BE INCREASED AT 4TH YEAR AND EACH SUCCESSIVE 5 YEAR PERIOD, COMPUTED ON CPI INFLATION

AFTER RECORDATION RETURN TO:
Thermal Power Company
601 California Street
San Francisco, CA 94108
Attn: Janet A. Wood

85-125689

35 NOV 5 P 3: 04

19058 188

RETURN BY: Mail (X) Pick up ()

MEMORANDUM OF GEOTHERMAL LEASE AND AGREEMENT

THIS MEMORANDUM OF GEOTHERMAL LEASE AND AGREEMENT made effective as of 1st day of June, 1985, by and between the State of Hawaii hereinafter called "Lessor" (whether one or more), and Puna Geothermal Venture, a Hawaii general partnership, hereinafter called "Lessee."

WITNESSETH:

1. For and in consideration of the sum of ten dollars (\$10.00), receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained, Lessor does grant, lease, let and demise exclusively unto Lessee, its successors and assigns the following described land (hereinafter referred to as the "leased land") for the purposes and with the sole and exclusive right of exploring, drilling, mining and operating for geothermal steam, geothermal fluids, or by-products thereof; and taking, storing, removing and disposing of same, whether for the production of energy, hydroponic or other commercial uses, and uses and purposes incidental thereto; together with the right to construct any and all facilities on the leased land as may be necessary for these operations including but not limited to pipelines, power-lines, tanks, power stations, ponds, roads and structures thereon to explore for, produce, save, take care of and dispose of geothermal steam, geothermal fluids, or by-products thereof, on or from the leased land or other land leased by Lessee or in which Lessee may have an interest in the vicinity of the leased land, and the right to use Lessee's wells to inject gas, water, air or other substances into the subsurface zones.

All that certain tract of land situated in the County of Hawaii, State of Hawaii, being, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

and containing 279.377 acres, more or less.

2. This Lease Agreement (Short Form) is made upon the terms, covenants and conditions set forth in that certain Geothermal Lease and Agreement bearing even date herewith by and between the said parties hereto, covering the real property above described, which Geothermal Lease and Agreement is by this reference incorporated herein and made a part hereof in all respects as though the same were fully set forth herein.

3. This Lease shall remain in force for a term of 10 years from the date hereof and either as long thereafter as geothermal resources are produced from said land or so long as operations are conducted on said land or so long as this Lease is kept in force under any other provision of said Geothermal Resources Lease, all as particularly set forth therein and subject to termination as therein provided.

4. This Lease and all its terms, conditions and stipulations shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

LESSEE:

PUNA GEOTHERMAL VENTURE, a Hawaii
General Partnership

By Thermal Power Company, a California
Corporation, as Operator

By:

Donald R. Ford
Its President

LESSOR:

STATE OF HAWAII

By:

S. Chu
Chairman and Member,
Board of Natural Resources

By:

Joe S. K.
Its Secretary

* Recorder's Memo: Legibility of Writing, Typing, or Printing UNSATISFACTORY
in this Document when received.

19058 189

STATE OF CALIFORNIA)
City and County of San Francisco)

ON September 6, 1985, before me, the undersigned, a Notary Public in and for the said State, personally appeared R. K. Burbank, known to me to be the President, and Jane S. Kumin, known to me to be the Secretary of Thermal Power Company the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Janet A. Wood
Notary Public in and for said State

50185 MV3

* Recorder's Memo: Legibility of Writing, Typing, or Printing UNSATISFACTORY in this Document when received.

19058 190

Exhibit "A"

THIRD TAXATION DIVISION

All those certain parcels of Land, (portion of the land described in and covered by Royal Patent No. 8177, Land Commission Award No. 8559, Apana 5 to C. Kanaina), situate lying and being at Kapoho, District of Puna, County and State of Hawaii more particularly described below:

Tax Map Key

<u>Zone</u>	<u>Section</u>	<u>Plat</u>	<u>Parcel</u>	<u>Arres</u>
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1	4	16	9	9.709
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1	4	19	2	19.899
1	4	16	2	5.498
1	4	16	8	1.332
1	4	17	6	4.915
Subtotal I				150.477

* Recorder's Memo: Legibility of Writing, Typing, or Printing UNSATISFACTORY
in this Document when received

19058 191

All of those certain parcels of land (a portion of the land described in and covered by Royal Patent No. 8177, Land Commission Award No. 8559, Apana 3 to C. Kanaina, situate at Kapoho, Puna, Hawaii, and Royal Patent No. 7483, Land Commission Award No. 4452, Apana 3 to H. Kalama, situate at Halekamahina, Puna, Hawaii more particularly described below:

Tax Map Key

<u>Zone</u>	<u>Section</u>	<u>Plat</u>	<u>Parcel</u>	<u>Acres</u>
1	4	20	7	17.502
1	4	20	8	<u>6.231</u>
Subtotal II				<u>23.733</u>

All of those certain parcels of land (a portion of the land described in and covered by Royal Patent No. 4497, Land Commission Award No. 8559, Land Patent No. 8177, Apana 5 to C. Kanaina, situate at Kapoho, Puna, Hawaii more particularly described below:

Tax Map Key

<u>Zone</u>	<u>Section</u>	<u>Plat</u>	<u>Parcel</u>	<u>Acres</u>
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1	4	16	6	8.161
1	4	17	7	5.335
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1	4	17	10	4.316
1	4	19	9	1.704
1	4	15	1	17.909
1	4	17	3	32.101
1	4	17	11	7.466
1	4	16	3	<u>6.011</u>
Subtotal III				<u>105.167</u>
Subtotal I				150.477
Subtotal II				23.733
Subtotal III				<u>105.167</u>
Grand Total				<u>279.377</u>

* Recorder's Memo: Legibility of Writing, Typing, or Printing UNSATISFACTORY in this Document when received.

[illegible]

* Recorder's Memo: Legibility of Writing , Typing, or Printing UNSATISFACTORY in this Document when received.

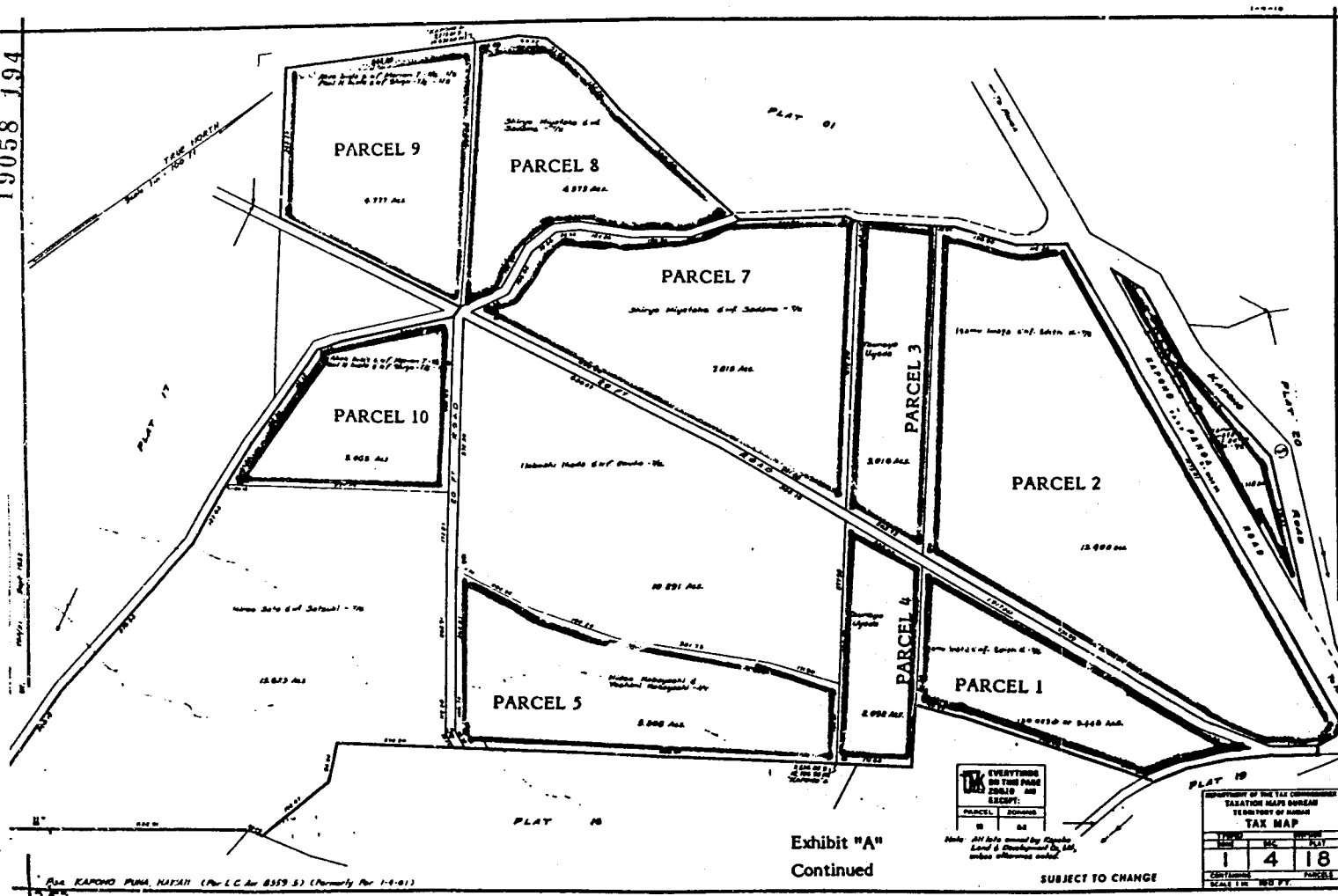
50185 RV-3

1. The first part of the report is a general statement of the purpose of the study and the methods used. This is followed by a description of the results of the study, which are presented in a series of tables and figures. The final part of the report is a discussion of the results and their implications for future research.



† Recorder's Memo: Legibility of Writing, Typing, or Printing UNSATISFACTORY in this Document when received.

19058 194



* Recorder's Memo: Legibility of Writing, Typing, or Printing UNSATISFACTORY in this Document when received

5018105

19058 195

1-6-19

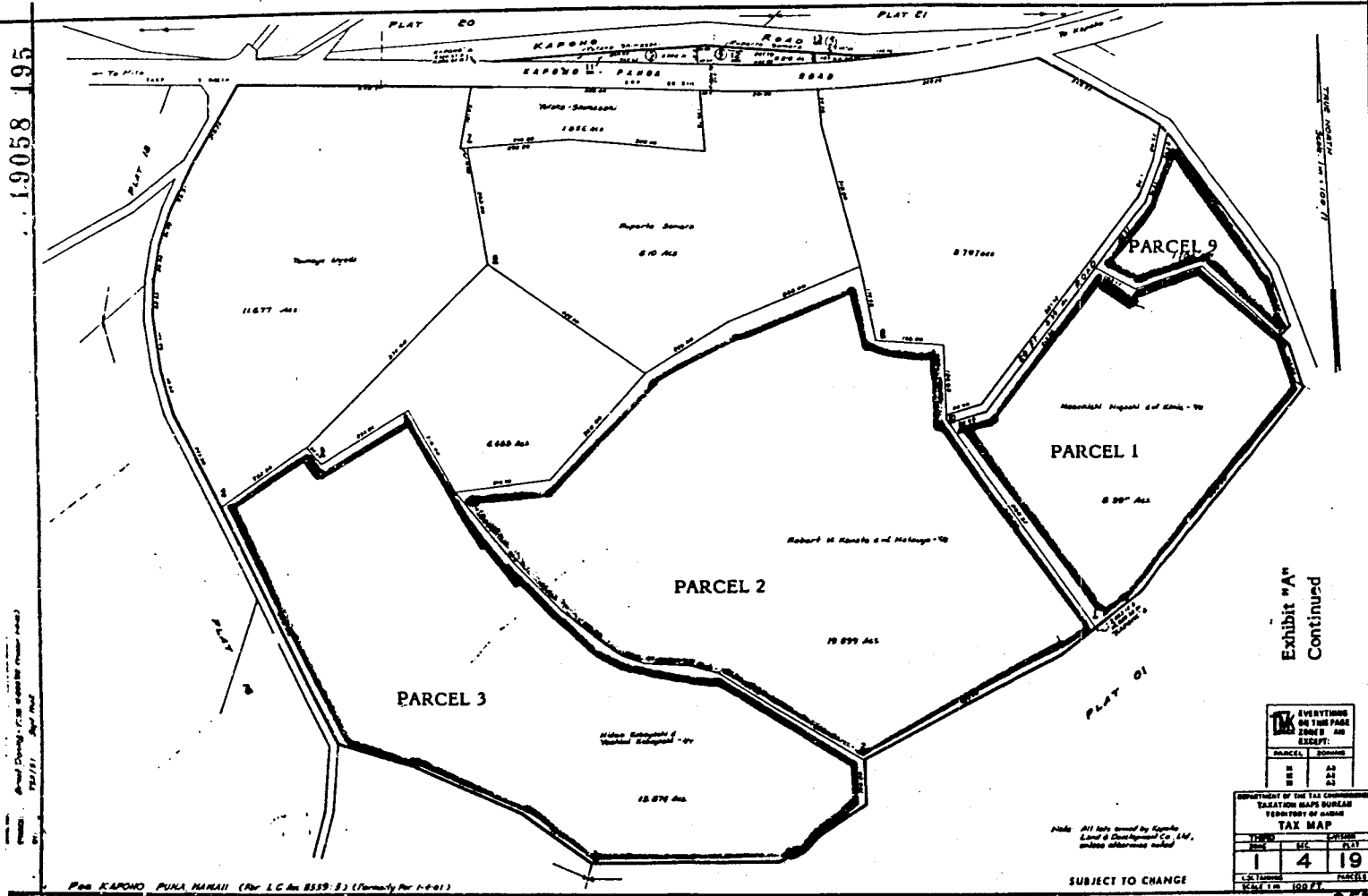


Exhibit "A"
Continued

<input checked="" type="checkbox"/> EVERYTHING ON THIS PAGE IS A PART OF THE EXCEPT:			
PARCEL	SECTION	TOWNSHIP	RANGE
1	4	19	
DEPARTMENT OF THE LAND COMMISSION TERRITORY OF HAWAII TAX MAP SHEET NO. 10077			

Note: All info issued by Kapahe
Land & Development Co., Ltd.,
unless otherwise noted

SUBJECT TO CHANGE

253

* Recorder's Memo: Legibility of Writing, Typing, or Printing UNSATISFACTORY
in this Document when received

5-AM 98105

DATE: 7/20/82 TIME: 16:44
FROM: SAC, NEW YORK (100-10900) (P)
TO: DIRECTOR, FBI (100-441100) (P)



*Recorder's Memo: Legibility of Writing , Typing, or Printing UNSATISFACTORY in this Document when received.

50185 RV-3

5
TG. 220306
RECORDATION REQUESTED BY: 82-105833
TITLE GUARANTY ESCROW SERVICES, INC.

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
RECORDATION

AFTER RECORDATION, RETURN TO:

82 NOV 26 AM: 23

TITLE GUARANTY ESCROW SERVICES, INC.

Hilo Branch
RETURN BY: MAIL (X) PICK UP ()

16707 491
RECORDED

TMK: 3/1-4-16-5

WARRANTY DEED

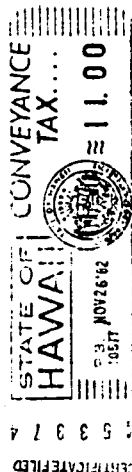
KNOW ALL MEN BY THESE PRESENTS:

That PROMISED LAND CORPORATION, a Hawaii corporation, whose principal place of business is Hilo, Hawaii, and whose mailing address is 400 Hualani Street, Suite 23, Hilo, Hawaii 96720, hereinafter called the "GRANTOR", for and in the consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, to him in hand paid by HIWA HIWA, a Joint Venture, whose principal place of business is Kurtistown, Hawaii, and whose mailing address is P. O. Box 150, Kurtistown, Hawaii 96760, hereinafter called the "GRANTEE", does hereby grant, bargain, sell, transfer, and convey unto the said GRANTEE all of the property described in Exhibit "A", attached hereto and made a part hereof, together with all of Grantor's interest in that certain Memorandum of Geothermal Lease and Agreement described in said Exhibit A.

TOGETHER WITH all and singular the improvements, tenements, rights, easements, privileges, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion, remainder, rents, issues and profits thereof.

TO HAVE AND TO HOLD the same unto the said GRANTEE, as Tenant in Severalty, its administrators and assigns, in fee simple, forever.

And the said GRANTOR, hereby covenants to and with the said GRANTEE that it is seised in fee of the said granted premises; that it has good right and lawful authority to sell and convey the same; that the same is free and clear of encumbrances of every kind and character, except for the lien of real property taxes not yet by law required to be paid, and those shown in Exhibit "A", and that it will and its administrators and assigns



16707 492

shall WARRANT and DEFEND the title thereto against the lawful claims of all persons whomsoever.

If these presents shall be signed by two or more Grantors, all covenants of such parties shall for all purposes be joint and several.

The foregoing notwithstanding, the use of the singular shall include the plural, the plural the singular and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the GRANTOR herein has executed these presents on the 26th day of August, 19 82.

PROMISED LAND CORPORATION
a Hawaii corporation

By *River Maus*
RIVER MAUS, President

Grantor

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On this 26th day of August, 19 82, before me appeared RIVER MAUS, to me known, who, being by me duly sworn did say that he is the President of PROMISED LAND CORPORATION, a Hawaii corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said RIVER MAUS acknowledged said instrument to be the free act and deed of said corporation.

Marion L. Hyatt
Notary Public, State of Hawaii

My commission expires: 11/26/85

16707 493

D E S C R I P T I O N

A PORTION OF

L. C. No. 8559, R. P. 8177, Apana 5 to C. Kanaina
Kapoho, Puna, Hawaii

Beginning at a point at the Southwest corner of this parcel of land and on the North side of a 20-foot Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Kapoho" being 5777.63 feet South and 13197.72 feet West, and running by azimuths measured clockwise from true South:

- | | | |
|-----|----------|--|
| 1. | 149° 33' | 171.32 feet; |
| 2. | 142° 54' | 247.24 feet; |
| 3. | 160° 53' | 56.70 feet; |
| 4. | 173° 13' | 65.50 feet; |
| 5. | 181° 21' | 85.05 feet; |
| 6. | 263° 05' | 190.10 feet; |
| 7. | 249° 20' | 78.20 feet; |
| 8. | 236° 04' | 141.33 feet; |
| 9. | 258° 35' | 39.91 feet; |
| 10. | 358° 12' | 282.40 feet along the Westerly side
of a 20-Foot Road; |
| 11. | 4° 03' | 92.32 feet along the Westerly side
of a 20-Foot Road; |
| 12. | 0° 34' | 223.07 feet along the Westerly side
of a 20-Foot Road; |
| 13. | 55° 32' | 34.45 feet along the Northerly side
of a 20-Foot Road; |
| 14. | 62° 02' | 146.91 feet along the Northerly side
of a 20-Foot Road to the point
of beginning and containing an
area of 193,025 Square Feet
or 4.431 Acres. |

TOGETHER WITH all of Grantor's right, title and interest in and to that certain Memorandum of Geothermal Lease and Agreement between Grantor, as Lessor, and THERMAL POWER COMPANY, a California corporation, and DILLINGHAM CORPORATION, a Hawaii corporation, as Lessees, dated October 22, 1981, recorded in the Bureau of Conveyances, State of Hawaii, in Liber 16006, Page 474.

AND TOGETHER WITH a non-exclusive easement on roadway lot bearing Tax Map Key 1-4-16-12, containing an area of 2.082 acres, more or less, and on roadway lot bearing Tax Map Key 1-4-18-12, containing an area of 1.917 acres, more or less, PROVIDED, HOWEVER, that the said roadway easements will be granted with the express understanding that the Grantor has no obligation for the care and maintenance thereof.

EXHIBIT A

16707 494

SUBJECT, HOWEVER, to the reservation in favor of the State of Hawaii of all mineral and metallic mines.

End of Exhibit A

8
81-118465

After Recordation
Sent To: Thermal Power Company
1600 Kapiolani Blvd.
Honolulu, Hawaii 96814

STATE OF HAWAII
DEPT. OF LAND & NATURAL RESOURCES
RECORDED

81 NOV 30 A10: 50

16006, 474
LISENBERG
OF HONOLULU REGISTAR

MEMORANDUM OF GEOTHERMAL LEASE AND AGREEMENT

THE MEMORANDUM OF GEOTHERMAL LEASE AND AGREEMENT made effective as of 22nd day of October, 1981, by and between

the undersigned

hereinafter called "Lessor" (whether one or more), and THERMAL POWER COMPANY, a California corporation, duly qualified to do business in the state of Hawaii, whose principal place of business and post office address is 601 California Street, San Francisco, California, 94108, and DILLINGHAM CORPORATION, a Hawaii corporation, whose principal place of business and post office address is Ala Moana Building, 1441 Kapiolani Boulevard, Honolulu, Hawaii, 96814, hereinafter called "Lessee,"

WITNESSETH:

1. For and in consideration of the sum of ten dollars (\$10.00), receipt of which hereby acknowledged, and of the covenants and agreements hereinafter contained, Lessor does grant, lease, let and demise exclusively unto Lessee, its successors and assigns the following described land ("leased land") for the purposes and with the sole and exclusive right of exploring, drilling, redrilling mining and operating for geothermal steam, geothermal fluids, or by-products thereof; and taking, storing, removing and disposing of same, whether for the production of energy, hydroponic or other commercial uses, and uses and purposes incidental thereof; and taking, storing, removing and disposing of same by reinjection into the subsurface and otherwise, by wells drilled and operations conducted from the surface of other lands.

All that certain tract of land situated in the County of Hawaii, State of Hawaii, being, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

and containing 31.948 acres, more or less.



16006 475

2. This Lease Agreement (Short Form) is made upon the terms, covenants and conditions set forth in that certain Geothermal Lease and Agreement bearing even date herewith by and between the said parties hereto, covering the real property above described, which Geothermal Lease and Agreement is by this reference incorporated herein and made a part hereof in all respects as though the same were fully set forth herein.

3. This Lease shall remain in force for a term of 10 years from the date hereof and either as long thereafter as geothermal resources are produced from said land or so long as this Lease is kept in force under any other provision of said Geothermal Resources Lease, all as particularly set forth therein and subject to termination as therein provided.

4. Lessee shall not under this lease, or under the State of Hawaii mining lease, drill any well or conduct any operations upon, or otherwise use the surface of the leased land without the prior written consent of the Lessor and surface owner. Notwithstanding the preceding sentence and without any further consent of Lessor and/or the surface owner, Lessee shall upon the execution of this Lease and Agreement have the exclusive right to slant drill any well or wells into, under or through the leased land deeper than fifty (50) feet below the surface for the purpose of exploring for and producing geothermal steam, geothermal fluids, or by products thereof from the leased land or other lands, together with the right to produce, maintain, rework, operate and abandon such wells.

5. Lessee during the term hereof shall indemnify and save Lessor harmless from and against any and all claims and demands, whether for injuries to persons or loss of life, or damage to property, occurring on the leased land and arising out of the use of the leased land by Lessee, excepting however such claims and demands, whether for injuries to persons or loss of life, or damage to property, caused by acts or omissions of Lessor.

6. This Lease and all its terms, conditions and stipulations shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first hereinabove written.

LESSEE:

THERMAL POWER COMPANY,

By

[Signature]
Vice President

DILLINGHAM CORPORATION,

By

[Signature]
Group Vice President, Energy

LESSOR:

[Signature]
River Maus, a married man dealing
in his sole and separate property.

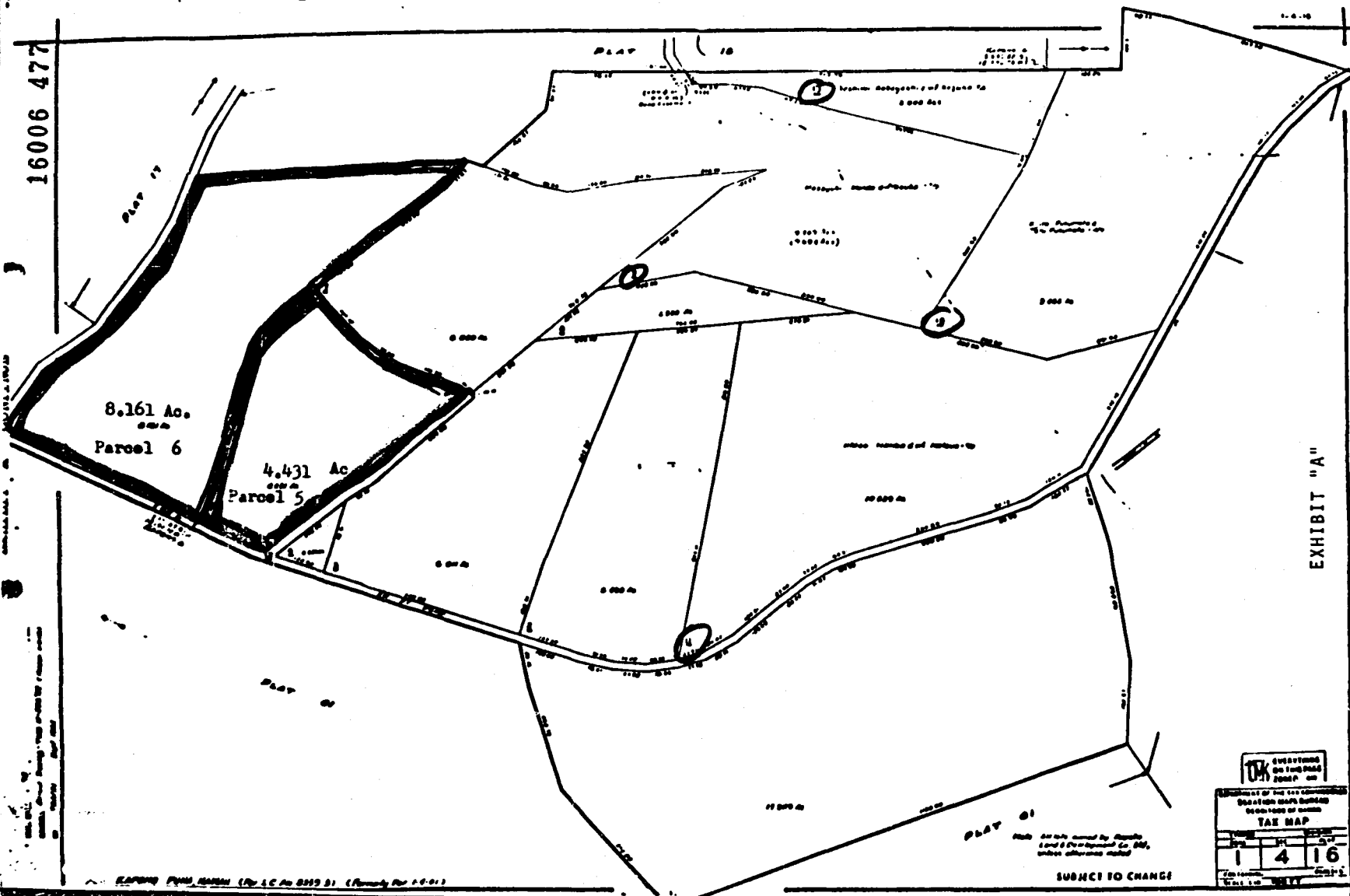
16006 476

EXHIBIT "A"

ALL OF THOSE CERTAIN PARCELS OF LAND (PORTIONS OF THE LAND DESCRIBED IN AND COVERED BY ROYAL PATENT NUMBERS 4497 AND 8177, LAND COMMISSION AWARD NUMBER 8559, APANA 5 TO C. KANAINA), SITUATE, LYING AND BEING IN THE DISTRICT OF PUNA, ISLAND, COUNTY AND STATE OF HAWAII, AND DESCRIBED AS FOLLOWS:

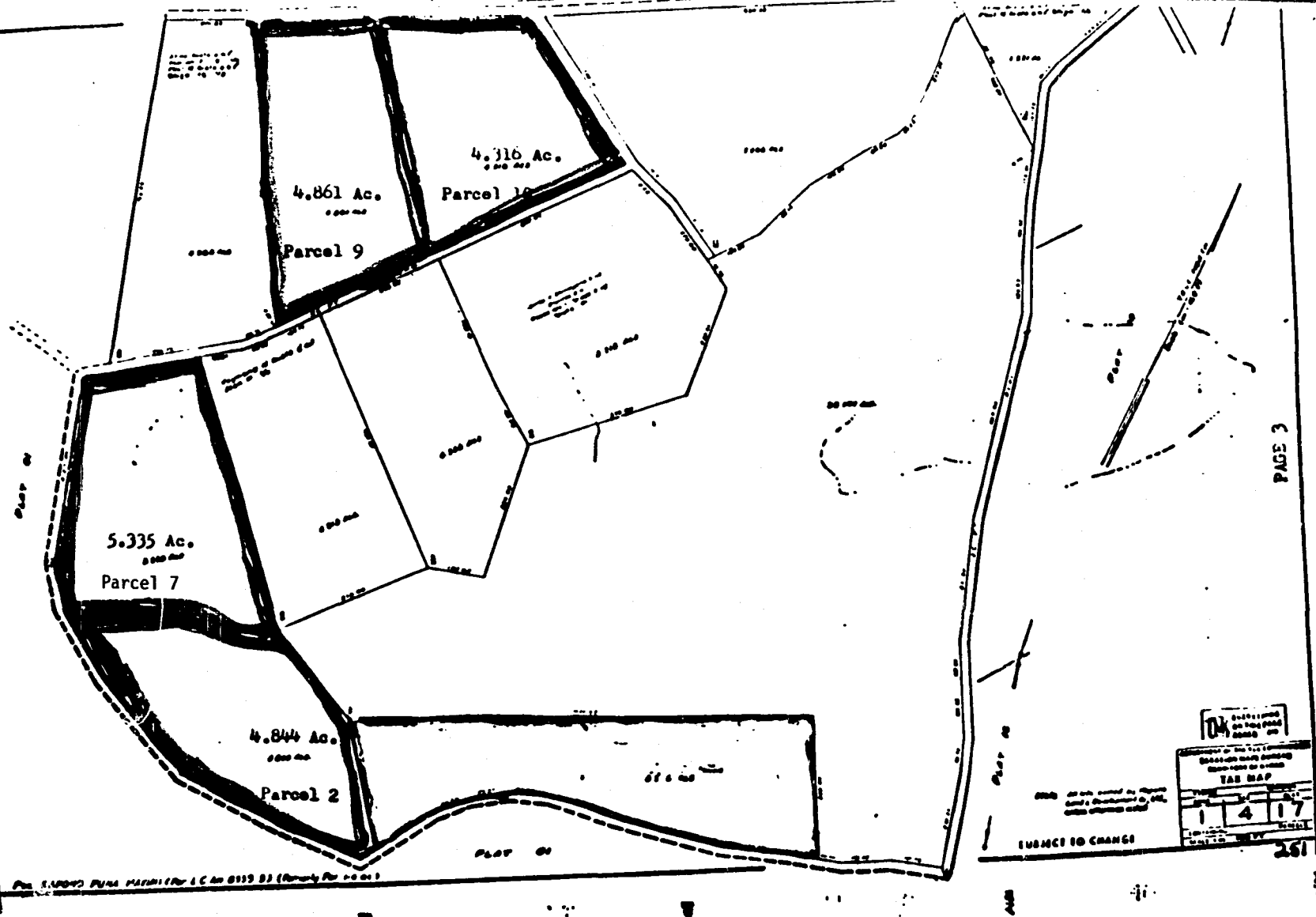
<u>THIRD DIVISION TAX MAP KEY</u>	<u>AREAS</u>
1-4-16-5	4.431
1-4-16-6	8.161
1-4-17-7	5.335
1-4-17-2	4.844
1-4-17-9	4.861
1-4-17-10	<u>4.316</u>
TOTAL ACRES	31.948
	MORE OR LESS

16006 477



16006 478

EXHIBIT "A" CONTINUE



PAGE 3

Recorder's Memo: Legibility of Writing, Typing or Printing UNSATISFACTORY
in this Document when received.

STATE OF HAWAII }
COUNTY OF HAWAII } SS:

16006 479

On this 22nd day of October, 1981, before me personally appeared
RIVER MAUS, a married man, to me known to be the person described in
and who executed the foregoing instrument, and acknowledged to me that
he executed the same has his free act and deed.

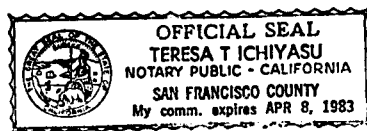
Barrett Duncan
Notary Public, State of Hawaii

My commission expires: 5/4/82

STATE OF CALIFORNIA }
City and County of San Francisco } SS.

ON October 30, 1981, before me, the undersigned, a Notary Public in and for the said
State, personally appeared W. L. D'Olier,
known to me to be the Vice President
of THERMAL POWER COMPANY, the Corporation that executed the within Instrument, known to
me to be the person who executed the within Instrument, on behalf of the Corporation
herein named, and acknowledged to me that such Corporation executed the within Instrument
pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Laura L. Johnson
Notary Public in and for said State

16006 480

Therilyn J. Nakamura
Notary Public, First Judicial Circuit
State of Hawaii

My commission expires: 2-15-84

TG 220306

82-105832

RECORDATION REQUESTED BY:

82 NOV 26 AM: 23

FILE

Hilo Branch
AFTER RECORDATION, RETURN TO:

16707 486

RETURN BY: MAIL

D E E D

KNOW ALL MEN BY THESE PRESENTS: That KAPOHO LAND AND DEVELOPMENT COMPANY, LIMITED, a Hawaii corporation, having its principal place of business in Hilo, County and State of Hawaii, and its mailing address being Post Office Box 374, Hilo, County and State of Hawaii, hereinafter called the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to it in hand paid by PROMISED LAND CORPORATION, A Hawaii corporation, its principal place of business and mailing address is 400 Hualani Street, Suite 23, Hilo, County and State of Hawaii, hereinafter called the Grantee, the receipt whereof is hereby acknowledged, has sold and by these presents do hereby bargain, sell, assign, convey and transfer unto the said Grantee, its successors and assigns, all of the property described in Exhibit A attached hereto and made a part hereof together with non-exclusive perpetual easements for roadway purposes over and across the parcel of land situate at Kapoho, Puna, Hawaii, described in Exhibit B attached hereto and made a part hereof; said roadway easements are granted with the express understanding that the Grantor has no obligation for the care and maintenance thereof.

STATE OF HAWAII
TAX
NOV 26 1982
0420

16707 487

The easements are for the benefit of, and appurtenant to that land or any portion thereof, described in Exhibit A attached hereto.

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, forever.

AND THE SAID Grantor does hereby covenant to and with the said Grantee, its successors and assigns, that it is seized in fee of the said granted premises; that it has good right and lawful authority to sell and convey the same; that the same is free and clear of encumbrances of every kind and character, save and except as aforesaid; and that it will and its successors and assigns shall WARRANT AND DEFEND the title thereto against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor by and through its proper officers duly authorized, has hereunto set its hand this 11 day of December, 1982.

KAPOHO LAND AND DEVELOPMENT
COMPANY, LIMITED

By Richard J. Lyman, Jr.
RICHARD J. LYMAN, JR.
Its President

By C. Arthur Lyman
C. ARTHUR LYMAN
Its Vice-President/Treasurer

16707 488

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On this 10th day of June, 1961, before me personally appeared RICHARD J. LYMAN, JR., and C. ARTHUR LYMAN, to me personally known, who being by me duly sworn, did say that they are the President and Vice-President/Treasurer, respectively, of KAPOHO LAND AND DEVELOPMENT COMPANY, LIMITED, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument was signed and sealed in behalf of said corporation by authority of this board of Directors, and said RICHARD J. LYMAN, JR. and C. ARTHUR LYMAN acknowledged the instrument to be the free act and deed of said corporation.

[Signature]
Notary Public
State of Hawaii

My commission expires: June 1, 1963 /

16707 489

A PORTION OF
L. C. Aw. 8559, R. P. 8177, Apana 5 to C. Kenaina
Kapoho, Puna, Hawaii

Beginning at a point at the Southwest corner of this parcel of land and on the North side of a 20-Foot Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Kapoho" being 5777.63 feet South and 13197.72 feet West, and running by azimuths measured clockwise from true South:

- | | | |
|-----|----------|--|
| 1. | 149° 53' | 171.32 feet; |
| 2. | 142° 54' | 247.24 feet; |
| 3. | 160° 53' | 56.70 feet; |
| 4. | 173° 13' | 65.50 feet; |
| 5. | 181° 21' | 85.05 feet; |
| 6. | 263° 05' | 190.10 feet; |
| 7. | 249° 20' | 78.20 feet; |
| 8. | 236° 04' | 141.33 feet; |
| 9. | 258° 35' | 39.91 feet; |
| 10. | 358° 12' | 282.40 feet along the Westerly side
of a 20-Foot Road; |
| 11. | 4° 03' | 92.32 feet along the Westerly side
of a 20-Foot Road; |
| 12. | 0° 34' | 223.07 feet along the Westerly side
of a 20-Foot Road; |
| 13. | 55° 32' | 34.45 feet along the Northerly side
of a 20-Foot Road; |
| 14. | 62° 02' | 146.91 feet along the Northerly side
of a 20-Foot Road to the point
of beginning and containing an
area of 193,025 Square feet
or 4.431 Acres. |

SUBJECT, HOWEVER, TO:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

BEING portion of the premises conveyed to the Grantor herein by Quitclaim Deed dated July 11, 1978, and recorded in the Office of the Registrar of Conveyances at Honolulu, Hawaii, in Liber 13048, Page 701.

EXHIBIT "A"

16707 490

ROADWAY EASEMENT

A non-exclusive easement on roadway lot bearing Tax Map Key No. 1-4-16-12, containing an area of 2.082 acres, more or less, and on roadway lot bearing Tax Map Key no. 1-4-18-12, containing an area of 1.917 acres, more or less, for the purchase of Tax Map Key No. 1-4-16-5.

PROVIDED, HOWEVER, that the above roadway easements will be granted with the express understanding that the Grantor has no obligation for the care and maintenance thereof.

EXHIBIT "B"

JOHN WAIHEE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

P.O. BOX 621
HONOLULU, HAWAII 96809

JAN 20 1993

WILLIAM W. PATY, CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES

DEPUTIES

JOHN P. KEPPELER, II
DONA L. HANAIKE

AQUACULTURE DEVELOPMENT
PROGRAM
AQUATIC RESOURCES
CONSERVATION AND
ENVIRONMENTAL AFFAIRS
CONSERVATION AND
RESOURCES ENFORCEMENT
CONVEYANCES
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
PROGRAM
LAND MANAGEMENT
STATE PARKS
WATER AND LAND DEVELOPMENT

REF:WL-LC

Honorable Andrew Levin
Senator
Sixteenth Legislature
State of Hawaii
State of Office Tower, Room 508
Honolulu, Hawaii 96813

Dear Senator Levin:

Geothermal Mining Lease

This is in response to your question regarding the State's right to drill (mine) without the consent of the landowner. The answer is no. The State cannot arbitrarily allow the development of geothermal resource on any lands without the approval of the landowner.

Regarding TMK: 1-4-16:05, County of Hawaii, the documents on file with the Bureau of Conveyances show that the surface rights have been assigned to Puna Geothermal Venture (PGV) by the landowner. It was on this basis that the State granted geothermal mining lease R-4 which allows the lessee to use the surface of the leased lands. The agreement indicates that the landowner must be notified by PGV prior to starting any drilling activity.

Should you have any further questions regarding the mining of geothermal resource, please do not hesitate to contact me or Mr. Manabu Tagomori of the Division of Water and Land Development at 587-0230.

Very truly yours,

A handwritten signature in cursive script, reading "John P. Keppeler II".
for WILLIAM W. PATY

DIVISION OF WATER AND LAND DEVELOPMENT

FROM:

DATE: 9.1.✓

FILE IN: Chotto file

TO:

INIT:

PLEASE:

REMARKS:

☐ M. TAGOMORI
☒ L. Nanbu
☒ G. Akita
☐ L. Chang
☐ E. Lau
☒ A. Monden
☐ H. Young
☐ T. Kam
☐ G. Miyashiro
☐ D. Lee
☐
☐

☐ See Me
☐ Call
☒ Review & Comment
☐ Take Action
☐ Investigate & Report
☐ Draft Reply
☐ Acknowledge Receipt
☐ Type Draft
☐ Type Final
☐ Xerox copies
☐ File

*I want quick
action on this*

FOR YOUR:

☐ R. LOUI
☐ S. Kokubun

☐ Approval
☐ Signature
☐ Information



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF LAND MANAGEMENT

P.O. BOX 621
HONOLULU, HAWAII 96809

AQUACULTURE DEVELOPMENT
PROGRAM
AQUATIC RESOURCES
CONSERVATION AND
ENVIRONMENTAL AFFAIRS
CONSERVATION AND
RESOURCES ENFORCEMENT
CONVEYANCES
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
PROGRAM
LAND MANAGEMENT
STATE PARKS
WATER RESOURCES MANAGEMENT

Ref: LM-GA

SEP -2 1992

DIV. OF WATER &
LAND DEVELOPMENT

52 SEP 2 ALL: 40

RECEIVED

MEMORANDUM

TO: Mr. Manabu Tagomori
Manger and Chief Engineer
Division of Water and Land Development

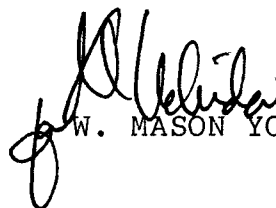
ATTN: Mr. Hiram Young

FROM: W. Mason Young
Land Management Administrator
Land Management Division

SUBJECT: Mr. Peter Chatto's Request on Behalf of Mr. Joseph
Haase (Hiwa Hiwa Ventures) for Removal of Geothermal
Resources Mining Lease No. R-4 Between the State of
Hawaii and Puna Geothermal Venture Affecting Title to
Parcel 5 of Tax Map Plat: 3rd Div./1-4-16

At the direction of Mr. Hiram Young of your division, Land Management Division staff refers the attached correspondence relating to the above-captioned subject matter to the Division of Water and Land Development (DOWALD) for appropriate action.

Should DOWALD staff have any questions with regards to this matter, they may contact Mr. Glenn Abe of our Land Management Division staff at Ext. 70414.


W. MASON YOUNG

Atts.

cc Hawaii District Land Board Member
Hawaii District Land Office

10/07/87-----

OWNERSHIP: NAME	F TC	%-OWNER	TITLE-DESC
F 0011 AHIWA HIWA, A JOINT VENTURE			

FOR ASSESSMENT YEAR 1992

-PITT: 500 AREA: 4.43100 A VALUE: 20500 EXEMPT:

FOR ASSESSMENT YEAR 1991

-PITT: 500 AREA: 4.43100 A VALUE: 9200 EXEMPT:

FOR ASSESSMENT YEAR 1990

-PITT: 500 AREA: 4.43100 A VALUE: 9200 EXEMPT:

FOR ASSESSMENT YEAR 1989

-PITT: 500 AREA: 4.43100 A VALUE: 8000 EXEMPT:

FOR ASSESSMENT YEAR 1988

-PITT: 500 AREA: 4.43100 A VALUE: 2215 EXEMPT:

MAILING ADDRESS: HIWA HIWA JOINT VENTURE

BOX 150

KUKUISHOWN HI

96760

-----SEE PARCEL SHEETS FOR MORE INFORMATION-----

Dec. 2, 1991
Attn: Glen Abe
Chairman of Div. of Land Management

RECEIVED
DIVISION OF
LAND MANAGEMENT
DEC 5 9 57 AM '91

Cabinet
File 120

file "Peter Chatto"

Dear Mr. Abe

Thankyou very much for the encouraging response to my letter requesting my client's need to have your assistance in clearing the title to his property situated in the Kapoho area of the Big Island, TMK 3/1-4-16-5. It is very rewarding to me personally to prove to all of the people who doubted my approach to rectifying this situation as a waste of time. that they were wrong. Often times most people do not give you folks the consideration of the fact that you and your personell have inherited many, if not all of the policies and programs that are in effect today. It is unfortunate that many people lose sight of the contectual difficulties involved in making policies and programs fair to all of the State of Hawaii but, at the same time, protecting the individual rights involved. In consideration of this fact I would like to personally thankyou once again and commend you for acting to protect the rights of my client. I would also like to offer any assistance that I could be to you and your staff in regards to this matter.

With sincere Aloha

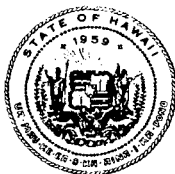

PETER CHATTO (RA)

REFERENCE: PER PHONE CONVERSATION DEC. 27, 1991

1/7/92 atty
call King
will send ~~letter~~
letter next week

Oh yeah - Merry Christmas & Happy New Year

JOHN WAIHEE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF WATER RESOURCE MANAGEMENT

P. O. BOX 373
HONOLULU, HAWAII 96809

WILLIAM W. PATY, CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES

DEPUTIES

KEITH W. AHUE
MANABU TAGOMORI
DAN T. KOCHI

AQUACULTURE DEVELOPMENT
PROGRAM
AQUATIC RESOURCES
CONSERVATION AND
ENVIRONMENTAL AFFAIRS
CONSERVATION AND
RESOURCES ENFORCEMENT
CONVEYANCES
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
PROGRAM
LAND MANAGEMENT
STATE PARKS
WATER RESOURCE MANAGEMENT

FACSIMILE TRANSMITTAL PAGE

Please deliver the following pages to:

Name: MR. Steve King

Company: OESI

From: Dean Nakano

Date: 11-22-91 Time: 2:57 pm

Message: Letter from Peter Chatto to Mr Paty
regarding 'State Mining' Lease R-4.

Total number of pages (including Transmittal Page): 7

* * * * *

If you do not receive all of the pages legibly, please call back: (808) 587-0245

Sending Facsimile Number: (808) 587-0219

Receiving Facsimile Number: (702) 355-5656 (F)

(702) 355-5666 (B)

W. Paty

Mr. William Paty
Chairman
Dept. of Land and Natural Resources

Nov. 6, 1991
RECEIVED

31 NOV 13 P 11 08

Dear Sir

My name is Peter Chatto, I represent Mr. & Joseph Haase of Hiwa Hiwa Ventures. Mr Haase is the owner of a 4.3 acre parcel of land in the Kapoho area of the Big Island . We requested a release of the property from the Geothermal Subzone in late 1990, which you denied. We are now in the process of trying to close escrow on the property, but we have encountered an encumbrance to the property which was attached to the title of the property in 1985, without any knowledge of this lease even existing by the surface owner. The lease I am referring to is recorded in the Bureau of Conveyance of the State of Hawaii on page 138 of Book 19058. I have been advised by Mr. Andy Levin, Representative for the Puna District of the Big Island, that, with the concurring opinion of the Attorney General, we should request an alteration of the "surface use" sections of the State's mining lease. Mr. Levin and the Attorney General recommend that parcels in the Geothermal Resource Unit that are planned for, or are in residential use should be removed from the effects of the States mining lease, especially as it refers to "surface use" of the property.

Mr. Haase has spent a considerable amount of time and money improving his property so as to accommodate a home to be built on the parcel. The property has been sold for \$42,000.00, just a little over what he has invested in the

property to prepare it for construction of a residence. The State imposed lease is preventing Mr. Haase from transferring Clear Title to the property, thereby denying him his property rights. Although the property was purchased with an existing lateral drilling lease attached to the title, that drilling lease has since, October 22, 1991, expired. That certain lease did have a provision that stated "lessor does grant occupier and other rights to lessee solely for the purpose to obtain, renew, or negotiate a mining lease with State of Hawaii." However, there was also a provision that stated "no surface use would be allowed without written permission of the surface owner." Somehow, the State decided that it was acceptable to interpret this as granting surface owner's right to the State but at the same time to conveniently drop the provision in the lateral drilling lease which refers to written permission of the surface owner for allowing surface use. Also, the State's R-4 Mining Lease has a provision that states that if there is an existing lease, such provisions, as they refer to surface use, shall supercede those sections in the States Mining lease which are in conflict with it. Allowing surface use is in direct conflict with the requirement of surface owner's written permission to use the surface of any parcel. Also, the expiration date and conditions of termination provisions are in direct conflict with the States imposed lease as the lateral

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I have spoken with both Mr. Barney Menor, Land Manager for Puna Geothermal Ventures, and Mr. Steven King, President of Thermal Power Co. concerning this matter. We have a very good repore and they have seen, as I hope you also will, that I'm not desiring to find error, promote a cause, or blame someone for this situation. On the contrary, I feel that by cooperating on finding solutions to eliminating the problem areas of developing this most valuable resource we will be acting in the best interest of the entire State. On the recommendation of Mr. Menor, I had Mr. Sanford Okura, Mr. Haase's attorney, draw up a release of encumbrances. He assured me at the time that he had no knowledge that the 1985 lease pertaining to surface use existed, yet alone recorded on title. He assured me that if I had the documents prepared there should be no problem releasing. Mr. Menor's opinion is that this 1985 lease should not be recorded on Mr. Haase's Title,

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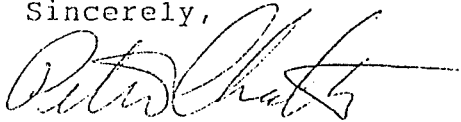
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of any negative environmental impacts of this resource's
development.

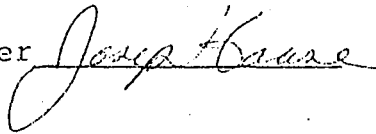
Thank you for your time and consideration in this
matter.

Sincerely,

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Peter Chatto (RA)

Joseph Haase, owner

A handwritten signature in cursive script, appearing to read "Joseph Haase".

11/12/91

JOHN WAIHEE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

P. O. BOX 621
HONOLULU, HAWAII 96809

NOV 5 1991

REF:WRM-LN

Mr. Maurice A. Richard
Regional Development Manager
Puna Geothermal Venture
101 Aupuni Street, Suite 1014-B
Hilo, Hawaii 96720

Dear Mr. Richard:

The Department of Land and Natural Resources acknowledges the receipt of your request for extension of Geothermal Resource Mining Leases (GRML) R-1 and R-2.

Under the provisions of the mining lease (Section 6), the lessee shall commence mining operations upon the leased lands within three years from the effective date of the lease, provided, that so long as the lessee is actively and on a substantial scale engaged in mining operations on at least one geothermal resource mining lease, the covenant to commence mining operations shall be suspended as to all other leases held by the lessee, covering lands on the same island.

Since Puna Geothermal Venture (PGV) is the authorized sub-lessee for both mining leases R-1 and R-2, and is actively undertaking mining operations and development of a 25MW project on lands covered under lease R-2, the requirement to commence mining operations for lease R-1 is temporarily suspended.

Accordingly, your request for a five-year extension of lease R-1 beyond the primary 10-year term is hereby granted, provided that upon the cessation of mining operations taking place on leases where PGV is the lessee/sub-lessee (i.e. R-4 and R-2), the requirement to commence mining operations for lease R-1 shall be complied with immediately. The new expiration date for mining lease R-1 shall be February 20, 1996.

As for mining lease R-2, an automatic extension beyond the primary 10-year term is provided for under Section 3(B) of the lease, and shall be continued for so long thereafter as drilling operations are continued with no cessation of more than 180 days, or so long thereafter as geothermal resources are being produced or utilized in commercial quantities during the 65-year term of the lease.

WILLIAM W. PATY, CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES

DEPUTIES

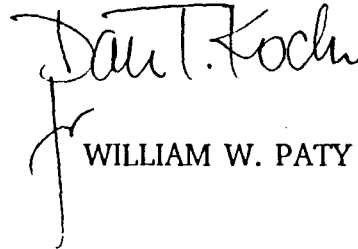
KEITH W. AHUE
MANABU TAGOMORI
DAN T. KOCHI

AQUACULTURE DEVELOPMENT
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AQUATIC RESOURCES
CONSERVATION AND
ENVIRONMENTAL AFFAIRS
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RESOURCES ENFORCEMENT
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WATER RESOURCE MANAGEMENT

EXTRA

In summary, your request for extension of mining leases R-1 and R-2 beyond the primary 10-year terms is approved subject to all applicable terms and conditions of this letter and the leases. Should you have any questions, please contact Manabu Tagomori, Deputy Director, at 548-7533.

Sincerely,


WILLIAM W. PATY

cc: Division of Land Management
Robert K. Lindsey, Kamehameha Schools/Bishop Estate
C. Arthur Lyman, Kapoho Land Partnership,

P.O. Box 374
Hilo 96720

JOHN WAIHEE
GOVERNOR OF HAWAII



WILLIAM W. PATY, CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES

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KEITH W. AHUE
MANABU TAGOMORI
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STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

P. O. BOX 621
HONOLULU, HAWAII 96809

NOV 5 1991

REF:WRM-LN

Mr. Marty L. Jokl
President
Barnwell Geothermal Corporation
2828 Paa Street, Suite 2085
Honolulu, Hawaii 96819

Dear Mr. Jokl:

The Department of Land and Natural Resources acknowledges the receipt of your request for extension of Geothermal Resource Mining Leases (GRML) R-3.

Mining lease GRML R-3, Section 3(B), provides that if at the expiration of the primary term geothermal resources in commercial quantities are not being produced from the leased lands, but the Lessee is actively engaged in drilling operations designed to drill below the depth of 1,000 feet, or, to a production zone at a lesser depth in a diligent manner, that Lease shall be continued for so long thereafter as such operations are continued with no cessation of more than 180 days, but not to exceed a period of five (5) years, and if such drilling operations are successful, as long thereafter as geothermal resources are being produced or utilized in commercial quantities except for the 65-year limit of the lease.

The Department has reviewed your earlier exploration activity conducted under mining lease R-3 and your current plans for exploration/development proposed between Barnwell and Morgan Oil Ltd. of Kentucky. We have no objections to your proposal to conduct further exploration activity within the mining lease area, or to your plans to apply for all applicable permits necessary to undertake this effort.

Accordingly, a five-year extension of lease R-3 beyond the primary 10-year term is hereby granted subject to all applicable terms and conditions of the lease. The new expiration date of mining lease GRML R-3 shall be August 10, 1996. Should you have any questions, please contact Manabu Tagomori, Deputy Director, at 548-7533.

Sincerely,

A handwritten signature in dark ink that reads "Dan T. Kochi". Below the signature, the name "WILLIAM W. PATY" is printed in a serif font. A vertical line is drawn through the signature and the printed name.

WILLIAM W. PATY

cc: Division of Land Management

Wam

Mr. Willaim Paty
Chairman
Dept. of Land and Natural Resources

Nov. 6, 1991
RECEIVED

31 NOV 13 11:08

Dear Sir

My name is Peter Chatto, I represent Mr. Joseph Haase of Hiwa Hiwa Ventures. Mr Haase is the owner of a 4.3 acre parcel of land in the Kapoho area of the Big Island . We requested a release of the property from the Geothermal Subzone in late 1990, which you denied. We are now in the process of trying to close escrow on the property, but we have encountered an encumbrance to the property which was attached to the title of the property in 1985, without any knowledge of this lease even existing by the surface owner. The lease I am referring to is recorded in the Bureau of Conveyance of the State of Hawaii on page 188 of Book 19058. I have been advised by Mr. Andy Levin, Representative for the Puna District of the Big Island, that, with the concurring opinion of the Attorney General, we should request an alteration of the "surface use" sections of the State's mining lease. Mr. Levin and the Attorney General recommend that parcels in the Geothermal Resource Unit that are planned for, or are in residential use should be removed from the effects of the States mining lease, especially as it refers to "surface use" of the property.

Mr. Haase has spent a considerable amount of time and money improving his property so as to accommodate a home to be built on the parcel. The property has been sold for \$42,000.00, just a little over what he has invested in the

property to prepare it for construction of a residence. The State imposed lease is preventing Mr. Haase from transferring Clear Title to the property, thereby denying him his property rights. Although the property was purchased with an existing lateral drilling lease attached to the title, that drilling lease has since, October 22, 1991, expired. That certain lease did have a provision that stated "lessor does grant occupier and other rights to lessee solely for the purpose to obtain, renew, or negotiate a mining lease with State of Hawaii." However, there was also a provision that stated "no surface use would be allowed without written permission of the surface owner." Somehow, the State decided that it was acceptable to interpret this as granting surface owner's right to the State but at the same time to conveniently drop the provision in the lateral drilling lease which refers to written permission of the surface owner for allowing surface use. Also, the State's R-4 Mining Lease has a provision that states that if there is an existing lease, such provisions, as they refer to surface use, shall supercede those sections in the States Mining lease which are in conflict with it. Allowing surface use is in direct conflict with the requirement of surface owner's written permission to use the surface of any parcel. Also, the expiration date and conditions of termination provisions are in direct conflict with the States imposed lease as the lateral

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I have spoken with both Mr. Barney Menor, Land Manager for Puna Geothermal Ventures, and Mr. Steven King, President of Thermal Power Co. concerning this matter. We have a very good repore and they have seen, as I hope you also will, that I'm not desiring to find error, promote a cause, or blame someone for this situation. On the contrary, I feel that by cooperating on finding solutions to eliminating the problem areas of developing this most valuable resource we will be acting in the best interest of the entire State. On the recommendation of Mr. Menor, I had Mr. Sanford Okura, Mr. Haase's attorney, draw up a release of encumbrances. He assured me at the time that he had no knowledge that the 1985 lease pertaining to surface use existed, yet alone recorded on title. He assured me that if I had the documents prepared there should be no problem releasing. Mr. Menor's opinion is that this 1985 lease should not be recorded on Mr. Haase's Title,

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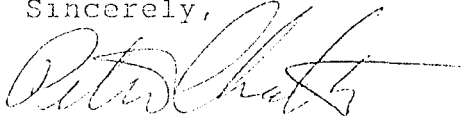
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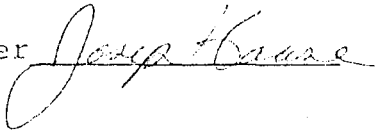
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Peter Chatto (RA)

Joseph Haase, owner

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11/12/91

1700
Mr. William Paty
Chairman
Dept. of Land and Natural Resources

Nov. 6, 1991
HONOLULU, HI

31 11 13 11 00

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DIV. OF WATER &
LAND DEVELOPMENT

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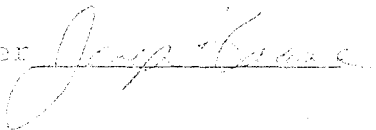
Thank you for your time and consideration in this matter.

Sincerely,



Peter Chatto (RA)

Joseph Haase, owner



11/12/91

SANFORD K. OKURA
ATTORNEY AT LAW, A LAW CORPORATION
115 WAILUKU DRIVE, HILLO, HAWAII 96720
Phone (808) 938-3500

September 30, 1991

Mr. Barney B. Menor
Hawaii Land Manager
Oropuna Geothermal Venture
101 Aupuni Street, Suite 1014-B
Hilo, Hawaii 96720

Re: Geothermal Lease and Agreement
Our File No. 5002:chapch01(1).rez/dc

Dear Mr. Menor:

As you know, this office is assisting Mr. Peter M. Chatto, a Realtor Associate with Hawaii Isle Realty, Ltd., in the closing of the sale of that certain real property situate at Kapoho, Puna, Hawaii, designated on the tax maps of the County of Hawaii as TMK No. 1-4-16-5.

On October 22, 1981, River Maus, as Lessor, and Thermal Power Company, a California corporation, and Dillingham Corporation, a Hawaii corporation, as Lessee, entered into that certain Geothermal Lease and Agreement, a Memorandum of which was recorded on November 30, 1981 in the Bureau of Conveyances of the State of Hawaii in Book 16006 at Page 474. The Lessor's interest in said Geothermal Lease and Agreement was assigned to Kiwa Kiwa, a Joint Venture, by instrument dated August 26, 1982, recorded in said Bureau on November 26, 1982 in Book 16707 at Page 491. The Lessee's interest in said Geothermal Lease and Agreement was, by mesne assignments, assigned to Oropuna Geothermal Venture, a Hawaii partnership, by instruments dated March 23, 1990, recorded in said Bureau on September 4, 1990 as Document Nos. 90-136153 and 90-136156.

On June 1, 1985, The State of Hawaii, as Lessor, and Puna Geothermal Venture, a Hawaii general partnership, as Lessee, entered into that certain Geothermal Lease and Agreement, a Memorandum of which was recorded on November 5, 1985 in the Bureau of Conveyances of the State of Hawaii in Book 19058 at Page 188. The Lessor's interest in said Geothermal Lease and Agreement was, by mesne assignments, assigned to Oropuna Geothermal Venture, a Hawaii partnership, by instruments dated March 23, 1990, recorded in said Bureau on September 4, 1990 as Document Nos. 90-136153 and 90-136156.

Mr. Barney B. Menor
Hawaii Land Manager
Orpuna Geothermal Venture
September 30, 1991
Page 2

Both of the above-mentioned leases are encumbrances on the title of the subject real property and are holding up the closing of the sale of the subject real property.

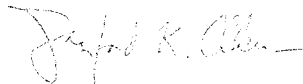
You have acknowledged in writing that the first lease (dated October 22, 1981) will expire on October 22, 1991. You have also indicated a willingness to release the subject real property from the effect of the second lease (dated June 1, 1985).

In that connection, we have prepared and enclose herewith the original and six (6) copies of a Release of Tax Map Key No. (Hawaii County) 1-4-16-5 from Geothermal Lease and Agreement and from Memorandum of Geothermal Lease and Agreement. We respectfully request your assistance in the execution of this document by Orpuna Geothermal Venture. Thereafter, please forward the Release to Mr. William Paty, Chairman of the Board of Land and Natural Resources of the State of Hawaii. A cover letter to Mr. Paty is enclosed for your use in transmitting the Release to him.

If you have any questions or concerns, please contact either myself at this office, or Mr. Peter M. Chatto, of Hawaii Isle Realty, Ltd., at 935-2391.

Thank you for your assistance in this matter.

Very truly yours,



Sanford K. Okura

Enclosures

cc: Mr. Peter M. Chatto

ORPUNA GEOTHERMAL VENTURE
101 Aupuni Street, Suite 1014-B
Hilo, Hawaii 96720

September 30, 1991

Mr. William Paty, Chairman
State of Hawaii
Board of Land and Natural Resources
1151 Punchbowl Street
Honolulu, Hawaii 96813

Re: Geothermal Lease and Agreement
Our File No. 5082:chapch01(2).rez/dc

Dear Mr. Paty:

On June 1, 1985, The State of Hawaii, as Lessor, and Puna Geothermal Venture, a Hawaii general partnership, as Lessee, entered into that certain Geothermal Lease and Agreement, a Memorandum of which was recorded on November 5, 1985 in the Bureau of Conveyances of the State of Hawaii in Book 19058 at Page 188. The Lessee's interest in said Geothermal Lease and Agreement was, by mesne assignments, assigned to Orpuna Geothermal Venture, a Hawaii partnership, by instruments dated March 23, 1990, recorded in said Bureau on September 4, 1990 as Document Nos. 90-136153 and 90-136156.

The owner of Tax Map Key No. 1-4-16-5 has entered into a contract to sell that parcel of real property. The above-mentioned lease is an encumbrance on the title of the subject real property and is holding up the closing of the sale of the property.

We are willing to release the subject real property from the effect of the lease dated June 1, 1985.

In that connection, we have executed and enclose herewith the original and six (6) copies of a Release of Tax Map Key No. (Hawaii County) 1-4-16-5 from Geothermal Lease and Agreement and from Memorandum of Geothermal Lease and Agreement. We respectfully request your execution of this document as Chairman of the Board of Land and Natural Resources.

Upon execution of the Release, please forward the same to my attention at this office. Thank you for your anticipated assistance in this matter.

Very truly yours,

Dorothy B. Henson
Hawaii Land Manager

H. H. Henson
cc: Mr. Peter M. Chatto

FILE

STATE OF HAWAII)
)
CITY AND COUNTY OF HONOLULU) ss.

On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Chairman and a member of the BOARD OF LAND AND NATURAL RESOURCES OF THE STATE OF HAWAII, and that the seal affixed to the foregoing instrument is the seal of said Board and that said instrument was signed and sealed in behalf of said Board, and the said Chairman and member acknowledged said instrument to be the free act and deed of said Board.

Notary Public, State of Hawaii

My commission expires:

STATE OF HAWAII)
COUNTY OF HAWAII) ss.

On this _____ day of _____, 19____, before me appeared _____, to me known, who, being by me duly sworn, did say that _____ is the _____ of ORPUNA GEOTHERMAL VENTURE, a Hawaii partnership, that the foregoing instrument was signed in the name of and in behalf of said partnership, and said _____ acknowledged that _____ executed the same as _____ free act and deed and as the free act and deed of said partnership.

Notary Public, State of Hawaii

My commission expires:

Wm
JOHN WAIHEE
GOVERNOR

RECEIVED



92 JAN 7 P 3: 16

STATE OF HAWAII

DEPARTMENT OF THE ATTORNEY GENERAL

DIV. OF WATER &
LAND DEVELOPMENT

425 QUEEN STREET
HONOLULU, HAWAII 96813
(808) 548-4740
FAX (808) 548-1900

December 5, 1991

WARREN PRICE, III
ATTORNEY GENERAL

CORINNE K. A. WATANABE
FIRST DEPUTY ATTORNEY GENERAL

ATTORNEY-CLIENT PRIVILEGE

MEMORANDUM

TO: The Honorable Murray E. Towill
Director of Business, Economic Development and Tourism

The Honorable John C. Lewin
Director of Health

✓ The Honorable William W. Paty, Jr.
Director of Land and Natural Resources

The Honorable Edward Y. Hirata
Director of Transportation

The Honorable Harold Matsumoto
Director of the Office of State Planning

THROUGH: The Honorable Warren Price, III
Attorney General

THROUGH: Robert A. Marks
Supervising Deputy Attorney General

FROM: John Wong and Rick J. Eichor
Deputy Attorneys General

SUBJECT: Wao Kele O Puna, et al. vs. Waihee, et al.

As you all know, the above-referenced lawsuit seeks to stop all geothermal activity until a comprehensive Environmental Impact Statement is completed by the State. We are preparing to respond to extensive discovery requests by the plaintiffs and likewise, we will also be conducting extensive discovery from the numerous plaintiffs involved in this lawsuit.

The Honorable Murray E. Towill
The Honorable John C. Lewin
The Honorable William W. Paty
The Honorable Edward Y. Hirata
The Honorable Harold Matsumoto
December 5, 1991
Page 2

Accordingly, we request your cooperation and assistance to accomplish this task by doing the following:

1. Designating a person or persons within your respective departments that will act as a contact person with regard to document control;
2. An index of all files relating to geothermal development that are contained within your respective departments;
3. Furnishing us with copies (or make them available to us if too numerous to copy) of the geothermal records in your department;
4. The telephone numbers of both the directors and the deputy directors involved in this litigation who may be contacted after hours in case we need to reach you on an emergency basis with regards to this lawsuit.

Likewise, we may be contacted after hours for any urgent matters relating to the lawsuit as follows:

Rick Eichor: [REDACTED]

John C. Wong: [REDACTED]

We are embarking on a phase of the litigation that will require extensive contact and cooperation with all of you. Therefore, we earnestly request your cooperation and assistance in this matter.

RJE:ir
5051F

Dr. Harry J. Olson
University of Hawaii at Manoa
Hawaii Natural Energy Institute
Holmes Hall 246
2540 Dole Street
Honolulu, Hawaii 96822

Dear Dr. Olson,

In response to your letters of December 27, 1991 regarding monitoring the SOHs, the HGP-A well, and airstrip well 3081-01, this Department has no objection to your proposed activities. Monitoring these wells is a permitted activity and the information that will be derived from monitoring is valuable.

Please continue to keep this office informed of your progress and monitoring results.

Sincerely yours,

MANABU TAGOMORI,
Deputy Director

24226

PACIFIC NEWSCLIPS

P. O. Box G

Kaaawa, HI 96730

DATE

1-6

1992

NAME <i>Geo Ronald Perini ck - PLNR</i>							
ADDRESS							
CITY		STATE			ZIP		
ORDER NO.	SOLD BY	CASH	C. O. D.	CHARGE	ON ACCT.	MOSE. RETD.	PAID OUT

ITEM	QUAN.	DESCRIPTION	PRICE	AMOUNT
1		<i>Clipping service - 1992</i>		
2		<i>40/line X12</i>		<i>480.00</i>
3		<i>Tx</i>		<i>19.20</i>
4		<i>Postage</i>		<i>50.00</i>
5				
6		<i>Am't due</i>		<i>549.20</i>
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
RECEIVED BY			TAX	
			TOTAL	

FM 25805 REV.

FLOOD CONTROL & MINERAL RESOURCE BRANCH
Division of Water and Land Development

TWK-1-4-16:5
6/92

FROM: Just DATE: 12/11/92 FILE IN: _____

TO: INITIAL: PLEASE: Hiram: REMARKS: _____

____ G. AKITA
____ L. Choo
____ T. Kam
✓ ____ H. Young
____ S. Yong
____ C.P. Chang
____ Y.F. Xu
____ T. Nakama
____ J. Swift
____ J. Florez
____ M. Tanouye
____ C. D'Araujo

____ M. TAGOMORI
____ L. Nanbu
____ L. CHANG
____ E. LAU
____ A. Monden
____ G. Miyashiro
____ D. Lee

____ See Me
____ Call
____ Review & Comment
____ Take Action
____ Investigate & Report
____ Draft Reply
____ Acknowledge Receipt
____ Type Draft
____ Type Final
____ Xerox _____ copies

FOR YOUR:

____ Approval
____ Signature
✓ ____ Information
____ File

REQUESTED BY:

DATE

Re: Pete Chatto : Hawaii Lake Realty
935-2891
1) surface owner "or" to developer is
required by 13-183-50
2) mining lease may still be in effect
even if time has expired if developer has
another lease that is active and even
if surface owner agreement have expired
(precedent set in Barnwell R-3 lease
per Dean, and informal AG opinion)
Chatto's request is best