

WHEN RECORDED, RETURN TO:

Raser Power Systems, LLC
5152 N. Edgewood Drive
Provo, Utah 84604

Ent 237641 Bk 427 Pg 167
Date: 02-SEP-2008 10:34AM
Fee: \$82.00 Charge
Filed By: CP
BRUCE BROWN, Recorder
BEAVER COUNTY CORPORATION
For: TITLEFIRST

Space Above Line for Recorder's Use

ASSIGNMENT OF GEOTHERMAL LEASE

THIS ASSIGNMENT OF GEOTEHRMAL LEASE ("Assignment") is made and entered into this 7th day of August, 2008, by and between RASER POWER SYSTEMS, LLC with an address of 5152 N. Edgewood Drive, Provo, Utah 84604 (the "Assignor"), and THERMO NO. 1 BE-01, LLC with an address of 5152 N. Edgewood Drive, Provo, Utah 84604 ("Assignee")

RECITALS

A. Assignor is the sole lessee and owner of that certain Geothermal Resources Lease, dated August ("Lease"), between Circle Four, LLC as lessor ("Lessor") and Assignor, as lessee, which Lease covers certain real property located in Beaver County, Utah, as more particularly described on Exhibit A hereto ("Property").

B. Assignor has agreed to sell, assign and transfer to Assignee all of Assignor's right, title and interest in and to the Lease, but solely with respect to a portion of the Lease and Property as described in Exhibit B hereto ("Assigned Parcel").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor does hereby grant, assign, transfer and convey all of Assignor's operating rights in and to the Lease with respect to the Assigned Parcel to Assignee, along with all equipment, fixtures, permits, licenses, approvals, and other personal property located on or associated with development of the Assigned Parcel, including, without limitation, all files, records and data relating to the Lease and Assigned Parcel in Assignor's possession, including, without limitation, all documents, title record; contracts; correspondence; microfiche lists; computer output; geological, geophysical and seismic records, plats, surveys, maps, cross sections, data, and interpretive reports; engineering reports, whether produced by Assignor or third parties; production records, electric logs, cuttings, cores, core data, pressure data and decline curves and graphical production curves, well files and all related matters; and any similar information in whatever form, related to geothermal development or leasing within the Property.

2. **Assignor's Representations.** Assignor represents and warrants to Assignee that the operating rights pertaining to the portion of the Lease constituting the Assigned Parcel is freely assignable to Assignee, and that Assignor has not previously assigned, transferred or encumbered Assignor's rights under the Assigned Parcel portion of the Lease.

3. **Entire Agreement.** This Assignment constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, incorporates all prior agreements, and may only be modified by a subsequent writing duly executed by the parties.

4. **Interpretation.** This Assignment shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party.

5. **Governing Law.** This Assignment shall be construed and enforced in accordance with, and governed by, the law of the state in which the Property is located.

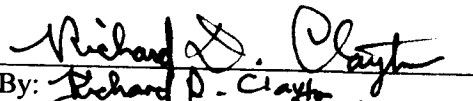
6. **Binding Effect.** This Assignment shall run with the Property and be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns. Assignee may freely assign, transfer or encumber its right, title and interest in and to the Lease and Assigned Parcel, without notice to or consent of Assignor.

7. **Counterparts.** This Assignment may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to form physically one document, which may be recorded.

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date first written above.

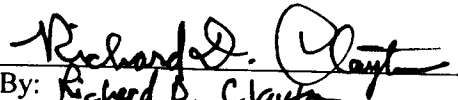
ASSIGNOR:

RASER POWER SYSTEMS, LLC


By: Richard D. Clayton
Its: Executive Vice President

ASSIGNEE:

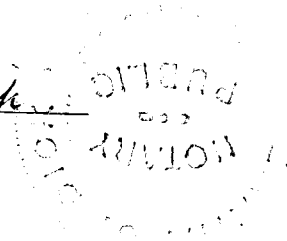
THERMO NO. 1 BE-01, LLC


By: Richard D. Clayton
Its: Manager

District of Columbia
STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on Aug. 27⁸, 2007, by Richard Clayton, the ~~executive vice~~ president of Laser Power Systems for and on behalf of said company. LLC

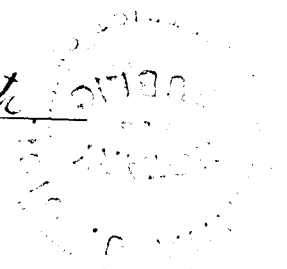
Deanna J. Dick
Notary Public



[seal] District of Columbia
STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on Aug. 27⁸, 2007, by Richard Clayton, the manager of Thermo No. 1 BE-01, for and on behalf of said LLC.

Deanna J. Dick
Notary Public



[seal]

EXHIBIT A

That certain real property located in Beaver County and Iron County, State of Utah and more particularly described as follows:

<u>LOCATION</u>	<u>ACRES</u>
BEAVER COUNTY:	
NE1/4 SW 1/4 Sec. 24, Twp. 29 S., R. 11 W., SLB&M	40.00
W1/2 Sec. 27, Twp. 29 S., R. 11 W., SLB&M	320.00
N1/2 N1/2 Sec. 28, Twp. 29 S., R. 11 W., SLB&M	160.00
S1/2 N1/2 Sec. 28, Twp. 29 S., R. 11 W., SLB&M	160.00
S1/2 Sec. 28, Twp. 29 S., R. 11 W., SLB&M Less 2750-A (County Road)	310.00
W1/2 Sec. 33, Twp. 29 S., R. 11 W. SLB&M Less 2755-A	319.41
NE1/4 NW1/4 Sec. 34, Twp. 29 S., R. 11 W., SLB&M	40.00
N1/2; SW1/4 Sec. 2, Twp 30 S., R. 11 W. SLB&M	488.20
S1/2 Sec. 3, Twp. 30 S., R. 11 W., SLB&M	320.00
S1/2 Sec. 4, Twp. 30 S., R. 11 W. SLB&M	320.00
SE1/4 Sec. 5, Twp. 30 S., R. 11 W. SLB&M	160.00
NW1/4; W1/2 NE1/4; W1/2 SE1/4; E1/2 SW1/4 Sec. 7, Twp. 30 S., R. 11 W. SLB&M	400.00
E1/2 SE1/4 & S1/2 NE1/4 Sec. 8, Twp. 30 S. R. 11 W. SLB&M	160.00
All Sec. 9, Twp. 30 S., R. 11 W., SLB&M	640.00
W1/2 NW1/4 Sec. 10, Twp. 30 S., R. 11 W., SLB&M	80.00
All Sec. 16, Twp 30 S., R. 11 W., SLB&M	640.00
S1/2 Sec. 19, Twp. 30 S., R. 11 W., SLB&M	320.00
S1/2SW1/4; Sec. 21, Twp. 29 S., R. 11 W., SLB&M;	116.25

Also beginning 40 Rds. N. of the S1/4 Corner
of Sec. 21, Th. N. 116 Rds.; E. 50 Rds; S. 116
Rds.; W. 50 Rds. to the P.O.B.

Lots 1,2,3 & S1/2 N1/2 Sec. 3, Twp. 30 S., R. 12 W., SLB&M	312.11
S1/2 Sec. 3, Twp. 30 S., R. 12 W., SLB&M	310.00
SE1/4; Lots 1,2,6 & 7, Sec. 4, Twp. 30 S., R. 12 W., SLB&M	327.43
NE1/4 Sec. 9, Twp. 30 S., R. 12 W., SLBB&M Excepting: 10 Acres Dean Carter Windmill	150.00
N1/2 Sec. 10, Twp. 30 S., R 12 W., SLB&M	320.00
W1/2 Sec. 22, Twp. 30 S., R. 13 W., SLB&M	320.00
All Sec. 23, Twp. 30 S., R. 13 W., SLB&M Excepting: 10 Acres Dean Carter Windmill	630.00
W1/2; SE1/4 Sec. 24 Twp. 30 S., R13 W., SLB&M	480.00
All Sec. 25, Twp. 30 S., R. 13 W., SLB&M Excepting: 10 Acres Dean Carter Windmill	630.00
N1/2 Sec. 26, Twp. 30 S., R. 13 W., SLB&M	320.00
N1/2 Sec. 27, Twp. 30 S., R. 13 W., SLB&M	320.00
NW1/4 SW1/4; W1/2 of the W1/2 of the NE1/4 SW1/4, Sec. 27, Twp. 30 S., R. 13 W., SLB&M.	50.00
S1/2 SW1/4; E. 60 Rds. NE1/4 SW1/4; N1/2 SE1/4; SE 1/4 SE1/4; E1/2 SW1/4 SE1/4, Sec. 27, Twp. 30 S., ^R. 13 W., SLB&M	250.00
W1/2 SW1/4 SE1/4 Sec. 27, Twp. 30 S., R. 13 W., SLB&M	20.00
All Sec. 33, Twp. 30 S., R. 13 W., SLB&M Excepting: 10 Acres Dean Carter Windmill	630.00
W1/2 Sec. 34, Twp. 30 S., R. 13 W., SLB&M	320.00
<u>Total Beaver County properties</u>	<u>10383.40</u>

LOCATION

ACRES

IRON COUNTY:

Lots 3,4,5,6,7,8,9,10,11,12,13,14 & E1/2 SW1/4, SE1/4 Sec. 6, Twp. 31 S., R. 13 W., SLB&M (Except. 10 Ac. Dean Carter Windmill)	687.43
E1/2 Sec. 10, & NE1/4 NE1/4, Sec. 27; W1/2 Sec. 20, Twp. 31 S., R. 13 W., SLB&M	680.00
All Sec. 19, Twp. 31 S., R. 13 W., SLB&M (Except the N. 1,500.64 ft. of NW1/4)	520.51
E1/2 Sec. 18, Twp. 31 S., R. 13 W., SLB&M Excluding 3 acres for roads & 10 Ac. Dean Carter	310.00
All Sec. 7, Twp. 31 S., R. 13 W., SLB&M; Excluding 9 acres for roads.	571.88
All Sec. 25, Twp. 31 S., R. 14 W., SLB&M	640.00
Lots 1 to 16 incl.; SW1/4; SE1/4 Sec. 1, (i.e. All Sec. 1)Twp. 31 S., R. 14 W., SLB&M.	887.92
All Sec. 30, Twp. 31 S., R. 13 W., SLB&M Excluding 12 Acres to SL&LARR Right-of-way	628.00
W1/2 NW1/4; NE1/4 NW1/4 Sec. 29, Twp. 31 S., R. 13 W., SLB&M; Excluding 12 acres Railroad Right-of Way	108.00
Lots 5,6,11 & 12, Sec. 4; Lots 7,8,9 & 10 Sec. 5, Twp. 31 S., R. 13 W., SLB&M; Excluding 4 acres for roads & 10 Ac. Dean Carter Windmill	310.00
SW1/4 & the S. 69 acres of the SE1/4, Sec. 30, Twp. 31 S., R. 12 W., SLB&M; Excepting there- from: Commencing at the SE corner SW1/4; thence N. 1043.55 ft.; W. 1043.55 ft.; S. 1043.55 ft.; E. 1043.55 to POB.	236.00
SE1/4; NW1/4 SW1/4; E1/2 SW1/4, Sec. 17, Twp. 31 S., R. 12 W., SLB&M. Excepting there- from: Commencing at the SE Corner of the NE1/4 SW1/4, Sec. 17, Th. W. 521.375 ft.; th. N. 1043.55 ft.; th. E. 1043.55 ft.; th. S. 1043.55 ft.; th. W. 521.375 ft. to POB. Subject to R/W for Co. Rd. Also the E1/2NW1/4; SW1/4NW1/4; SW1/4 of Sec. 20, Twp. 31 S., R. 12 W., SLB&M.	535.00
NE1/4 & SE1/4, Sec. 20, Twp. 31 S., R. 12 W. SLB&M	320.00
NW1/4SW1/4, Sec. 9, Twp. 31 S., R. 12 W.,	40.00

SLB&M	
All of Sec. 25, Twp. 31 S., R. 13 W., SLB&M	640.00
NE1/4; SE1/4, Sec. 26, Twp. 31 S., R. 13 W. SLB&M	320.00
NE1/4 & SE1/4, Sec.35, Twp. 31 S., R. 13 W. . SLB&M	320.00
NE1/4 & SE1/4 Sec. 7, Twp. 32 S., R. 12 W. SLB&M	320.00
NE1/4 & SE1/4 Sec. 2, Twp. 32 S., R. 13 W. SLB&M	320.00
SE1/4 Sec. 11, Twp. 32 S., R. 13 W., SLB&M	160.00
NW1/4 & SW1/4 Sec. 13, Twp. 32 S., R. 13 W. SLB&M	320.00
S1/2NE1/4SW1/4, Sec. 1, Twp. 32 S., R. 13 W., SLB&M	20.00
S1/2 SW1/4; NW1/4 SW1/4 of Sec. 1, Twp. 32 S., R. 13 W., SLB&M	120.00
Lots 2,3 & 4; E1/2 W1/2 Sec. 31, Twp. 31 S., R. 12 W., SLB&M	329.00
<u>Total Properties for Iron County</u>	<u>9343.74</u>
Total Acreage:	19727.14

EXHIBIT B

That certain real property located in Beaver County, State of Utah, and more particularly described as follows:

Description:	Acres
Lots 1,2,3 & S1/2 N1/2 Sec. 3, Twp. 30 S., R. 12 W., SLB&M	312.11
S1/2 Sec. 3, Twp. 30 S., R. 12 W., SLB&M	310.00
SE1/4; Lots 1,2,6 & 7, Sec. 4, Twp. 30 S., R. 12 W., SLB&M	327.43
NE1/4 Sec. 9, Twp. 30 S., R. 12 W., SLBB&M Excepting: 10 Acres Dean Carter Windmill	150.00
N1/2 Sec. 10, Twp. 30 S., R 12 W., SLB&M	320.00