

## WESTCOR LAND TITLE INSURANCE COMPANY

### LOT BOOK GUARANTEE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE OTHER PROVISIONS OF THE GUARANTEE CONDITIONS AND STIPULATIONS HEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY**, A SOUTH CAROLINA CORPORATION, HEREIN CALLED THE COMPANY,

#### GUARANTEES

the Assured named in Schedule A of this Guarantee,

against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

#### SCHEDULE A

**IS ATTACHED HERETO AS A SEPARATE PAGE AND MADE A  
PART OF THIS GUARANTEE**

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused this Guarantee to be signed and sealed as of the Date of Guarantee shown in Schedule A.

Issued By: NV1016 \* TTL-25-2980  
**Toiyabe Title, LLC**

5496 Reno Corporate Dr  
Reno, NV 89511

#### WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell  
President

Attest: [Signature]  
Secretary

**NOTE: This Guarantee is of no force and effect unless Schedule A is attached together with any added pages incorporated by reference.**

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this guarantee:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or environmental protection, or the effect of any violation of any such law, ordinance or governmental regulation, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
2. Rights of eminent domain or governmental rights of police power.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) known, created, suffered, assumed or agreed to by the guaranteed claimant; (b) resulting in no loss or damage to the guaranteed claimant; (c) attaching or created subsequent to Date hereof; or (d) resulting in loss or damage which would not have been sustained if the guaranteed claimant had paid value for the estate or interest guaranteed by this title guarantee.

## GUARANTEE CONDITIONS AND STIPULATIONS (To the extent terms included herein are applicable to this Guarantee)

1. This Guarantee is a guarantee of the record title only, as disclosed by an examination of the public records herein defined in the chain of title ownership.
2. The Company assumes no liability under this guarantee for any loss, cost or damage resulting from any physical condition of the land described herein.
3. In case knowledge shall come to the party guaranteed of any lien, encumbrance, defect or other claim of title guaranteed against and not excepted in this Guarantee, whether in a legal proceeding or otherwise, the party guaranteed shall notify the Company promptly in writing and secure to it the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect, at its own cost. Any action for the payment of any loss under this Guarantee must be commenced within one year after such loss or damage and to commence such action within the time hereinbefore specified shall be a conclusive bar against the maintenance of any action under this guarantee.
4. The Liability of the Company shall in no case exceed in all the amount stated in Schedule A hereof and shall in all cases be limited to the actual loss only of the party guaranteed, and all payments under this guarantee shall reduce the amount of this guarantee pro tanto. Any payments made by the Company under this Guarantee shall subrogate the Company to the rights of the party guaranteed for liability voluntarily assumed by the party guaranteed in settling any claim without the prior written consent of the Company.
5. This guarantee together with endorsements, if any, attached hereto by the Company is the entire contract between the guaranteed and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this guarantee.

No amendment or endorsement to this guarantee can be made except by writing endorsed hereon or attached hereto signed by either (the person or persons authorized by the requirements of the Company using this form).
6. Definition of Terms

The following terms when used in this guarantee mean:

  - (a) "Guarantee": the party or parties named in Schedule A as guaranteed.
  - (b) "Guarantee claimant": A guaranteed claiming loss or damage hereunder.
  - (c) "Land": The land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitutes real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, lanes, ways or waterways.
  - (d) "Public Records": Records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
  - (e) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
7. All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at: Westcor Land Title Insurance Company, Attn: Claims, 875 Concourse Parkway South, Suite 200 Maitland, FL 32751.

# LOT BOOK GUARANTEE

## SCHEDULE A

State: NV

County: Eureka

Agent No.  
NV1016

Order No.  
TTL-25-2980

Guarantee No.  
LBG-3-NV1016-17931327

Liability Amount  
\$150.00

1. Assured:

Charles Simons

2. Date of Guarantee:  
Dec 4, 2025

3. Assurances given without examination of the documents listed or referred to and only to the specifically named documents and no others:

a. Description of the Land:  
See Attached Exhibit A

b. The last recorded instrument in the public records purporting to transfer title to the said land was:  
Quit Claim Deed, recorded November 2, 2004, as Document No. 193594

c. That there are no mortgages or deeds of trust describing the land that have not been released or reconveyed by an instrument recorded in the public records, other than those shown below under Exceptions.

d. That there are no contracts for sale, contracts for deed, including memorandums giving notice of such contracts, attachments, tax deeds recorded within the last 9 years, which purport to affect the land other than those shown below under Exceptions.

4. EXCEPTIONS:

- a) NO IRS LIENS FOUND
- b) NO BANKRUPTCY OF RECORD
- c) Affidavit of Geothermal Lease, recorded September 6, 2014, as Document No. 227766
- d) Quitclaim Deed, recorded March 11, 2021, as Document No. 244539

5. Mailing Notifications:

Charles D. Simons  
Louis Motel  
PO. Box 86,Rm 19  
Elko, NV 89803

Earth Power Resources, Inc.  
2407 S. Trost Ave  
Tulsa, OK 74114

Earth Power Resources, Inc.  
6140 Plumas St.  
Reno, NV 89519

# LOT BOOK GUARANTEE

A handwritten signature in black ink, appearing to read "Keith Knight". The signature is stylized with a large initial "K" and a long, sweeping underline.

Issued By: Toiyabe Title and Escrow

## EXHIBIT A

Township 29 North, Range 48 East, M.D.B.&M.

Section 25: SW4 NE4

# QUIT CLAIM DEED

APN: 005-460-06

BOOK 399 PAGE 120  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Charles D Simons  
2004 NOV -2 PM 4:36

RECORDING REQUESTED BY AND MAIL TAX STATEMENT TO

Name: Charles D. Simons  
Address: LOUIS MOTEL P.O. BOX 86 RM 19  
City/State/Zip: ELKO NEVADA 89803

EUREKA COUNTY, NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. **193594** FEES 14.00

THIS INDENTURE WITNESS That the GRANTOR(S): Brad K Bartholomew  
Chasier Check for and in consideration of  
Deed Dollars (\$ 8,300 ) do hereby QUIT CLAIM the  
right, title and interest, if any, which GRANTOR(S) may have in all that real property, the receipt of  
which is hereby acknowledged, to the GRANTEE(S): Charles Simons  
whose address  
is (if applicable): LOUIS MOTEL P.O. BOX 86 RM 19, situate  
in the City of ELKO, County of ELKO, State of NV 89803-0086  
All that certain property in the County of Eureka, State of Nevada bounded and described as follows:  
(Set forth legal description) Parcel 005-460-06  
Legal description 25 29 N 48 E  
description SW 1/4 NE 4

Together with all and singular hereditament and appurtenances thereunto belonging or in any way  
appertaining to. In Witness Whereof, I/We have hereunto set my hand/our hands on 10-15-04

Brad Bartholomew  
Signature of Grantor

Charles Simons  
Signature of Grantor

STATE OF ~~NEVADA~~ PA

COUNTY OF ~~EUREKA~~ Northampton

This instrument was acknowledged before me on (date) OCT 15, 2004  
By (person(s) appearing before notary public) Brad K Bartholomew

Heather Bogar  
Notary Public

My Commission expires: 8-20-08

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Heather Bogar, Notary Public  
City Of Allentown, Lehigh County  
My Commission Expires AUG 28, 2008

Member, Pennsylvania Association Of Notaries

**193594**

BOOK 399 PAGE 120

STATE OF NEVADA  
DECLARATION OF VALUE

1. Assessor Parcel Number (s)

a) 005-460-06  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument#: 193524  
Book: 399 Page: 120  
Date of Recording: November 2, 04  
Notes: \_\_\_\_\_

2. Type of Property:

a) <input checked="" type="checkbox"/>	Vacant Land	b) <input type="checkbox"/>	Single Fam Res.
c) <input type="checkbox"/>	Condo/Twnhse	d) <input type="checkbox"/>	2-4 Plex
e) <input type="checkbox"/>	Apt. Bldg.	f) <input type="checkbox"/>	Comm'l/Ind'l
g) <input type="checkbox"/>	Agricultural	h) <input type="checkbox"/>	Mobile Home
i) <input type="checkbox"/>	Other		

3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$

Transfer Tax Value: \$

Real Property Transfer Tax Due: \$

\$ 8,300.00

\$

\$

\$ 33.15

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090, Section: \_\_\_\_\_

b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Charles D. Simons Capacity Buyer

Signature \_\_\_\_\_ Capacity \_\_\_\_\_

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED)  
Print Name: Brad Bartholomew  
Address: 915 Island Park Rd.  
City: EASTON PA 18042  
State: PA Zip: 18042

(REQUIRED)  
Print Name: Charles D. Simons  
Address: LOUIS MOORE P.O. BOX 86 RM 19  
City: \_\_\_\_\_ State: NE Zip: 89803-0086

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

DOC # 0227766

09/05/2014

04:02 PM

**Official Record**

Recording requested By  
EARTH POWER RESOURCES INC

Eureka County - NV

Mike Rebaleati - Recorder

Fee: \$41.00

Page 1 of 3

RPTT:

Recorded By: LH

Book- 569 Page- 0275

APN # 005-460-06

**Recording Requested By:**

**Name:** Earth Power Resources, Inc.

**Address:** 2407 S. Troost Ave.

**City/State/Zip:** Tulsa, Ok 74114



0227766

**AFFIDAVID OF GEOTHERMAL LEASE**

Earth Power Resources, Inc. has acquired a geothermal lease from the owner of the Eureka County, Nevada Recorder's Office parcel shown above as described more fully on the attached Memorandum of Lease.

By Ronald C. Barr, President

Dated: Sept. 4, 2014

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fees applies)

Book: 569 022766 Page: 276 09/05/2014 Page: 2 of 3

Notarial Seal  
John R. Maurer, Notary Public  
Lansford, Carbon County  
My Commission Expires Feb. 8, 2011

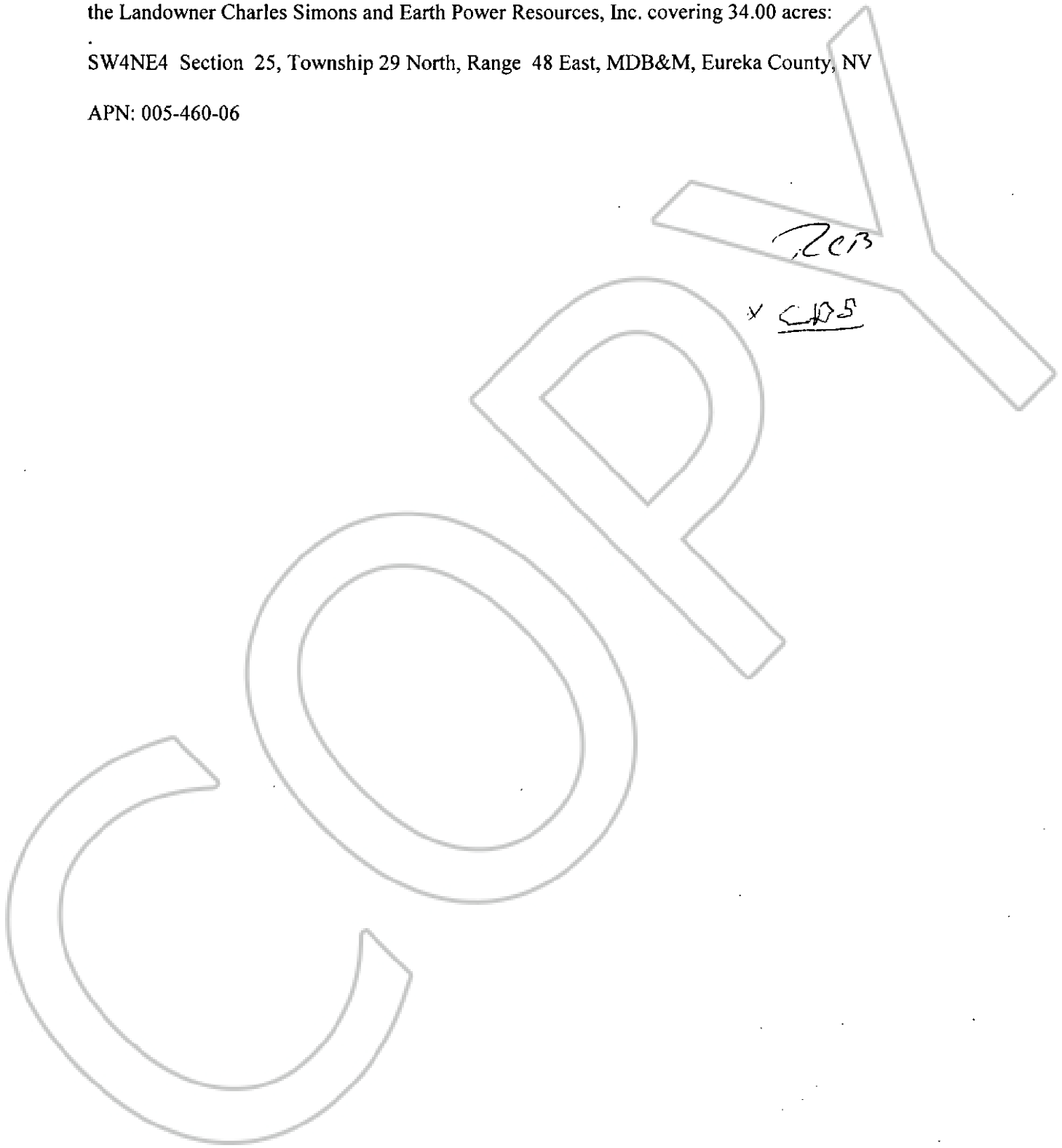


## EXHIBIT A

To that Memorandum of Geothermal Lease Agreement, dated November 16, 2009 , by and between the Landowner Charles Simons and Earth Power Resources, Inc. covering 34.00 acres:

SW4NE4 Section 25, Township 29 North, Range 48 East, MDB&M, Eureka County, NV

APN: 005-460-06



0227766

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09/05/2014  
Page: 3 of 3

<b>A.P.N. #</b>	005-460-06
<b>R.P.P.T.</b>	0.00
<b>Escrow No.</b>	Accommodation
<b>Recording Requested By:</b>	
Earth Power Resources Inc	
<b>Mail Tax Statements To:</b>	Same as below
<b>When Recorded Mail To:</b>	
Earth Power Resources	
6140 Plumas St	
Reno NV 89519	

EUREKA COUNTY, NV  
RPTT:\$0.00 Rec:\$37.00  
\$37.00 Pgs=4  
SYNRGO, INC. LA  
LISA HOEHNE, CLERK RECORDER

**2021-244539**  
**03/11/2021 09:02 AM**  
E03

ACD-1

Quitclaim Deed  
(Title of Document)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons. (Per NRS 239B.030)

Signature Title  
Casey Fleischer  
Printed Name

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

<b>A.P.N. #</b>	005-460-06
<b>R.P.T.T.</b>	\$
<b>Escrow No.</b>	
<b>Recording Requested By:</b>	
Earth Power Resources	
<b>Mail Tax Statements To:</b>	
Same As Below	
<b>When Recorded Mail To:</b>	
Earth Power Resources	
6140 Plumas	
Reno NV 89519	

### QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged Earth Power Resources, Inc. a Delaware Corporation ("Grantor"), hereby remises, releases and forever quitclaims to the grantee described below, any and all right, title and interest that Grantor currently holds pursuant to that certain unrecorded Geothermal Lease Agreement dated as of November 16, 2009 by and between Grantor and Charles Simons which was recorded as a memorandum of Geothermal lease on September 5, 2014 as Document No. 2014-227766 in the county of Eureka Official Records (the "Lease"); which Lease encumbers that certain real property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

The grantee under this Quitclaim Deed shall be both (i) a/the record owner(s) of the surface and geothermal mineral rights in and under the Property as of the date of recordation of this Quitclaim Deed and (ii) the person(s) who is/are entitled to the rights of the lessor under the Lease as of such date of recordation.

Dated 2-22-2021

Earth Power Resources Inc. a Delaware corporation

Connie Stechman

By: Connie Stechman  
It's: Secretary

**Acknowledgement**

State of Nevada

County of Washoe

On February 22, 2021 before me, Casey Fleischer, a notary public personally appeared Connie Stechman, Secretary of Earth Power Resources Inc. a Delaware Corporation who proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature  (seal)



**Exhibit "A"**

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

T. 29N R. 48E MDM Sec. 25 SW4NE4 containing 34 acres in Eureka County NV

APN 005-460-06

COPY

# STATE OF NEVADA DECLARATION OF VALUE

## 1. Assessor Parcel Number (s)

- a) 005-460-06  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

## 2. Type of Property:

- |  |              |                             |                 |
|--|--------------|-----------------------------|-----------------|
| a) <input checked="" type="checkbox"/> | Vacant Land  | b) <input type="checkbox"/> | Single Fam Res. |
| c) <input type="checkbox"/>            | Condo/Twnhse | d) <input type="checkbox"/> | 2-4 Plex        |
| e) <input type="checkbox"/>            | Apt. Bldg.   | f) <input type="checkbox"/> | Comm/Vnd'l      |
| g) <input type="checkbox"/>            | Agricultural | h) <input type="checkbox"/> | Mobile Home     |
| i) <input type="checkbox"/>            | Other        |                             |                 |

### FOR RECORDERS OPTIONAL USE ONLY

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 3. Total Value/Sales Price of Property:

Deed in Lieu of Foreclosure Only (value of property) \$ 0.00  
Transfer Tax Value: \$ 0.00  
Real Property Transfer Tax Due: \$ 0.00

## 4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: 3  
b. Explain Reason for Exemption:  
Geothermal Lease that was recorded is being relinquished from the property and transferred back to Landowner

## 5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation. If called upon to substantiate the information provided herein, Furthermore, the disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature \_\_\_\_\_ Capacity Lessee  
Signature \_\_\_\_\_ Capacity \_\_\_\_\_

## SELLER (GRANTOR) INFORMATION BUYER (GRANTEE) INFORMATION

(REQUIRED)  
Print Name: Earth Power Resources  
Address: 8140 Plumas  
City: Reno  
State: NV Zip: 89519

(REQUIRED)  
Print Name: Josh Simons  
Address: 1404 Washington St  
City: Easton  
State: PA Zip: 18042

## COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)  
Print Name: Earth Power Resources Escrow # Accommodation  
Address: 6140 Plumas  
City: Reno State: NV Zip: 89519

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)