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RECEIVED
JAN 15 2009
DEPT. OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
36-07824					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)	B C Hydro Ltd 6405 South 3000 East #201 Salt Lake City, Utah 84121
4. New Owner/Claimant(s)	B C Hydro, LLC
	Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address	4580 Clear Lake Road
City, State and ZIP Code	Buhl, ID 83316
New Telephone Number	(208) 731-5499
	Email: hydro66@myexcel.com

5. Date you acquired the property December 23, 2008

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) Rick Krater

Managing Member
(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by [Signature]
 Received by [Signature]
 Processed by _____ AJ

Date 1/14/09
 Date 1/14/09
 Date _____

Receipt Amt. 25.00
 Receipt No. 5030623
 WR _____ Date _____



Gavin M. Reese, Esq.
Holland & Hart LLP
60 E. South Temple, Suite 2000
Salt Lake City, Utah 84111

Freida A. McCall
Notary Public

EXHIBIT "A"

REAL PROPERTY DESCRIPTION

I. PARCEL A (North Powerhouse Parcel)

A parcel of land located in Lot 3, Section 28, Township 8 South, Range 14 East, Boise Meridian in Twin Falls County, Idaho, more particularly described as follows:

Commencing at the southwest corner of said Lot 3;
thence North $0^{\circ}03'$ West, 587.00 feet along the
westerly boundary of said Lot 3;
thence South $89^{\circ}55'37''$ East, 631.23 feet parallel
with the southerly boundary of said Lot 3;
thence North $9^{\circ}30'07''$ West, 324.61 feet;
thence North $80^{\circ}29'51''$ East, 145.00 feet to the
True Point of Beginning;
thence North $80^{\circ}29'53''$ East, 335.17 feet to the
approximate mean high water line of the Snake River;
thence North $10^{\circ}21'02''$ West, 68.68 feet along
said mean high water line;
thence North $43^{\circ}55'51''$ West, 20.80 feet along
said mean high water line;
thence South $70^{\circ}17'13''$ West, 291.00 feet;
thence South $36^{\circ}56'21''$ West, 49.69 feet to the
True Point of Beginning.

The above described parcel contains 0.43 acres,
more or less, and includes a right-of-entry over Lot 3,
Section 28, Township 8 South, Range 14 East, Boise
Meridian except the southerly 587.00 feet thereof.

And also except the following described tract a
parcel of land in Lot 3, Section 28, Township 8 South,
Range 14 East, Boise Meridian in Twin Falls County, more
particularly described as follows:

Parcel No. 1: Commencing at the southwest corner of said
Lot 3;
thence along the westerly boundary of said Lot 3
North $0^{\circ}03'$ West, 587.00 feet;
thence South $89^{\circ}55'37''$ East, 676.53 feet to the
True Point of Beginning;
thence continuing South $89^{\circ}55'37''$ East, 525.84
feet to the approximate high water mark of the Snake River;

thence northerly along the approximate high water mark of the Snake River North 30°16'32" West, 449.09 feet;
thence South 79°05'26" West, 353.31 feet;
thence South 8°26'05" East, 323.80 feet to the True Point of Beginning; and

Parcel No. 2: Beginning at the southwest corner of said Lot 3;

thence North 00°03'00" West, 587.00 feet, along the west boundary of said Lot 3;

thence South 89°55'37" East, 631.23 feet to the Real Point of Beginning;

thence North 09°30'07" West, 124.61 feet;

thence North 80°29'53" East, 192.46 feet;

thence South 79°05'26" West, 341.86 feet;

thence South 08°26'05" East, 323.80 feet;

thence North 89°55'37" West, 45.30 feet to the Real Point of Beginning.

TOGETHER WITH any and all rights, interests or appurtenances, of every name and nature, relating to or belonging to the foregoing land, but excluding all improvements or fixtures located thereon.

II. PARCEL B (South Powerhouse Parcel)

A parcel of land located in Lot 4, Section 28, Township 8 South, Range 14 East, Boise Meridian in Twin Falls County, Idaho, more particularly described as follows:

Commencing at the northwest corner of said Lot 4;
thence South 0°03' East, 1020.00 feet along the westerly boundary of said Lot 4;

thence South 89°55'37" East, 1460.29 feet parallel with the northerly boundary of said Lot 4 to the True Point of Beginning;

thence South 89°55'37" East, 80.64 feet to the approximately mean high water line of the Snake River;

thence South 19°53'10" East, 93.87 feet along said approximate mean high water line;

thence 70°06'50" West, 70.00 feet;

thence North 22°37'10" West, 121.53 feet to the True Point of Beginning.

TOGETHER WITH any and all rights, interests or appurtenances, of every name and nature, relating to or belonging to the foregoing land, but excluding all improvements or fixtures located thereon.

WHEN RECORDED, RETURN TO:

**Gavin M. Reese, Esq.
Holland & Hart LLP
60 E. South Temple, Suite 2000
Salt Lake City, Utah 84111**

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment and Assumption") is made this 23rd day of December, 2008, by and between B.C. Hydro Limited Partnership, a Utah limited partnership ("Assignor"), and B C Hydro, LLC, an Idaho limited liability company ("Assignee").

WHEREAS, in connection with that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of December 23, 2008, by and between Assignor and Assignee, Assignor agreed to assign all of its right, title and interest in, to and under that certain Ground Lease dated December 31, 1983 between Richard H. and Edith Kaster and Assignor, as amended by that certain First Amendment to Ground Lease dated March 29, 1984 between Richard H. and Edith Kaster and Assignor (the "Lease"), which Lease covers that certain real property described on Exhibit "A" attached hereto and incorporated herewith, to Assignee.

Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Assignment. Assignor hereby unconditionally and irrevocably grants, bargains, sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title and interest in, to and under the Leases free and clear of all Liens (the "Assignment").
2. Assumption. Assignee hereby accepts the Assignment, and assumes and agrees to pay, discharge and perform all liabilities, obligations and commitments of Assignor under the Lease to the extent they accrue or relate to any period at or after the Closing Date.
3. The Purchase Agreement. This Assignment and Assumption is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. Nothing contained in this Assignment and Assumption shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and Assumption and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.
4. Third-Party Consents. To the extent that any of the Leases may not be assigned without the consent of any third party, and such consent has not been obtained as of the date hereof, this Assignment and Assumption shall not constitute an assignment thereof, but to the extent permitted by law shall constitute an equitable assignment and assumption of rights and obligations thereunder, with the

conveying party making available to the acquiring party the benefits thereof and the acquiring party performing the obligations thereunder on the conveying party's behalf.

5. Benefit. This Assignment and Assumption is intended solely to benefit the parties and shall not create any liabilities to any other parties (other than the contracting party to the Leases) or expand any liabilities to any other parties.

6. Successors and Assigns. This instrument will be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. The construction and performance of this Assignment and Assumption shall be governed by the laws of the State of Utah without regard to its principles of conflict of law.

8. Counterparts. This Assignment and Assumption may be executed in several counterparts, each of which shall be an original, and all of which together shall constitute one and the same instrument. Delivery of executed counterpart signature pages of this Assignment and Assumption by facsimile or other electronic transmission shall be effective as delivery of original counterpart signature pages to this Assignment and Assumption.

[END OF PAGE. SIGNATURES ON THE FOLLOWING PAGE.]

Notary Public

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Leases as of the day and year first above written.

"ASSIGNOR":

B.C. HYDRO LIMITED PARTNERSHIP

By: Mantech, Inc.
Its: General Partner

By: _____
Richard N. Greene, President

"ASSIGNEE":

B C HYDRO, LLC

By: Rick Kasker
Its: Managing Member

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

Acknowledged before me this 23rd day of December, 2008, by Richard Greene, president of Mantech, Inc., the general partner of B C Hydro Limited Partnership.

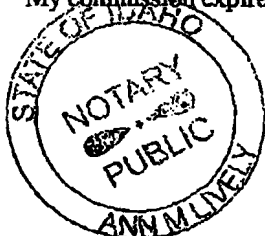
My commission expires: _____

Notary Public

STATE OF IDAHO)
COUNTY OF Twin Falls) ss

Acknowledged before me this 23rd day of December, 2008, by Rick Kasker, manager of B C Hydro, LLC.

My commission expires: Ann H Lively 2-29-10



Ann H Lively
Notary Public

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with the southerly boundary of said Lot 3;
thence North $9^{\circ}30'07''$ West, 324.61 feet;
thence North $80^{\circ}29'51''$ East, 145.00 feet to the
True Point of Beginning;
thence North $80^{\circ}29'53''$ East, 335.17 feet to the
approximate mean high water line of the Snake River;
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