

Page _____ of _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 75147

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of applicant Southeast Idaho Energy LLC Phone 410 340 9441
Post Office address 116 Radio Circle Suite 208 Mt Kisco, NY 10549

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes To provide a ground water supply for an industrial plant to manufacture fertilizer from coal.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

- | 1. Right Number | Priority | Amount (cfs/ac-ft) | Nature of Use | Period of Use |
|-----------------|------------------|--------------------|-------------------|----------------------------|
| <u>29-2284</u> | <u>3/2/1949</u> | <u>4.5/3257.9</u> | <u>Industrial</u> | <u>1/1</u> to <u>12/31</u> |
| <u>29-2301</u> | <u>4/24/1951</u> | <u>4.0/2895.9</u> | <u>Industrial</u> | <u>1/1</u> to <u>12/31</u> |
| _____ | _____ | _____ | _____ | _____ to _____ |
| _____ | _____ | _____ | _____ | _____ to _____ |
2. Total amount of water being transferred 8.5 cubic feet per second and/or 6153.8 acre-feet per annum.
3. Source of water Ground Water tributary to _____
4. Point(s) of Diversion: _____

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
		NW	NE	2	8S	30E	Power	Well No 1
		NW	NE	2	8S	30E	Power	Well No 2

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
8S	30E	2	I	I	I	I									I	I	I		
8S	30E	1					I	I	I	I									
7S	30E	35															I	I	
7S	30E	36										I	I						

PART 1

6. General Information:

- a. Description of diversion system Wells and pipeline distribution system to colling towers and ancillary facilities

- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
☐ Yes ☒ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

- c. Describe the effect on the land now irrigated if the place of use is changed pursuant to this transfer:

NA

- d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 20 _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 25147

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. SRBA Decreed to FMC Corporation
 in case of _____ vs. _____
 dated _____ in _____ county of _____
- b. License No. 29-2301 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.

☐ Tax notice☒ Warranty Deed☐ Other _____

3. Source of water Ground Water tributary to _____

4. Date of priority 4/24/1951

5. Water is used for the following purpose:

Amount 4.0/2895.9 for Industrial purposes from 1/1 to 12/31
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

6. Total amount of water under right 4.0 cubic feet per second and/or 2895.9 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	NW	NW	NE	13	6S	33E	Power	
	NW	NW	NW	13	6S	33E	Power	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6S	33E	12											I	I			I	T	
		13	I	I	I	I	I	I	I	I					I	I			

Total acres _____

9. Describe any other water rights used for the same purpose as described above 29-2284

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No _____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(if the entire right is to be changed by the applicant, omit part B and C)

1. Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

75 147

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. SRBA Decreed to FMC Corporation
 in case of _____ vs. _____
 dated _____ in _____ county of _____
- b. License No. 29-2284 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.

☐ Tax notice ☒ Warranty Deed ☐ Other _____

3. Source of water Ground Water tributary to _____

4. Date of priority 3/2/1949

5. Water is used for the following purpose:

Amount 4.5/3257.9 for Industrial purposes from 1/1 to 12/31
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

6. Total amount of water under right 4.5 cubic feet per second and/or 3257.9 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SW	12	6S	33E	Power	
	NE	NW	NW	13	6S	33E	Power	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6S	33E	12											I	I			I	T	
		13	I	I	I	I	I	I	I	I					I	I			

Total acres _____

9. Describe any other water rights used for the same purpose as described above 29-2301

75 147

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No _____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(if the entire right is to be changed by the applicant, omit part B and C)

1. Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

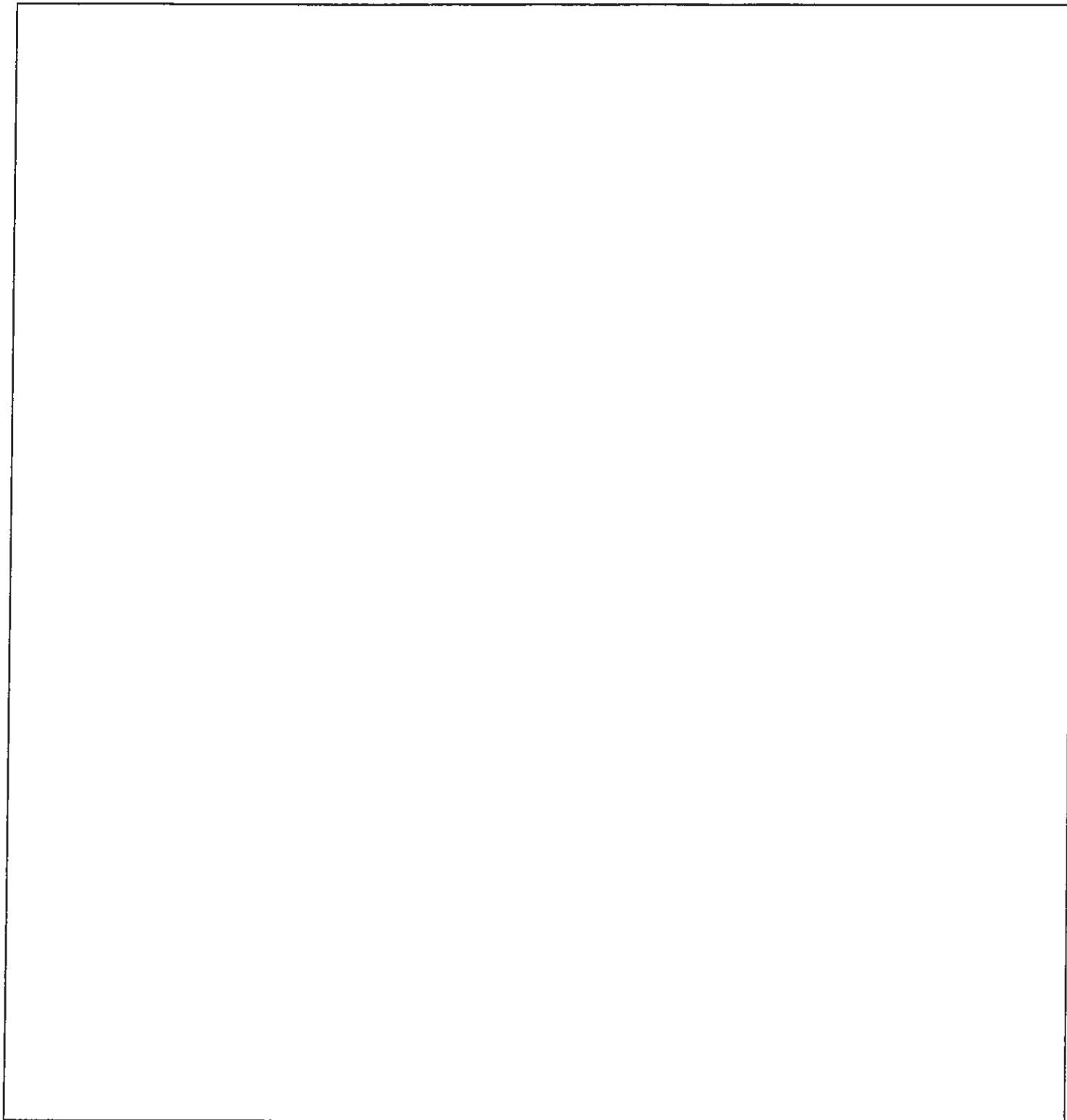
A. Draw a map or attach a

USGS map indicating the new

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



SCALE: 2 inches equals 1 mile. Draw plan in ink.

Page _____ of _____

Transfer No. _____

PART 3

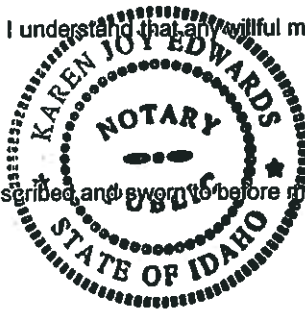
B. CHANGES IN NATURE OF USE

1.

<u>New Nature of Use</u>	<u>Amount</u> (cfs/ac-ft)	<u>Hours/days/year</u>	<u>Period of Use</u>
_____	_____	_____	_____ to _____
_____	_____	_____	_____ to _____
2. Quantity and quality of return flows and location of discharge:
None
3. Describe the effects on other water uses resulting from the proposed change:
None

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.



Subscribed and sworn to before me this 30th day of October, 20 08.

[Signature]
(Signature of Applicant)

Karen Joy Edwards
(Notary Public)

My commission expires 8/2/2012

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by _____ Date _____ Protest filed by _____

Prelim. check by _____ Fee EO 34464

Receipted by _____ Date _____

Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ Approval ☐ Denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

**FIRST AMENDMENT TO
OPTION AGREEMENT**

THIS FIRST AMENDMENT TO OPTION AGREEMENT ("First Amendment") is made and entered into this 23rd day of April, 2008, by and between **James Tiede and Debra Tiede** ("Seller"), and **Southeast Idaho Energy LLC**, a Delaware limited liability company ("Buyer").

RECITALS:

A. Seller and Buyer entered into that certain Option to Purchase Real Property dated March 1, 2007 (the "Option"), concerning certain Property described on Exhibit A attached hereto.

B. Seller and Buyer desire to amend the Option as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other valuable consideration received, the parties hereby agree the Option shall be amended as follows:

1. Capitalized terms used but not defined herein shall have the meanings given them in the Option.

2. The parties agree that the Option has been extended for the Extension Term, which expires on March 1, 2009.

3. As part of an ALTA survey obtained by Buyer, a copy of which has been provided to Seller, Stanley Consultants, Inc. has determined that the Property consists of 426.37 acres. Accordingly, the "Purchase Price" for purposes of the Option shall be \$ * based upon 426.28 acres at \$ * per acre.

4. Paragraph 10 is hereby amended to reflect the following address for notices to Buyer:

* Redacted for recording purposes only.

Instrument # 100015
POWER COUNTY, IDAHO
2008-04-30 08:42:27 No. of Pages: 8
Recorded for: STONEL RIVER
CHRISTINE STONELIGHT
Ex-Officio Recorder Deputy Fee: 10.00

Ramesh Ramah, President
Southeast Idaho Energy LLC
116 Radio Circle, Suite 208,
Mount Kisco, NY 10549

with copy to:

Quentin M. Knipe
Stoel Rives LLP
101 S. Capitol Blvd., Suite 1900
Boise, ID 83702

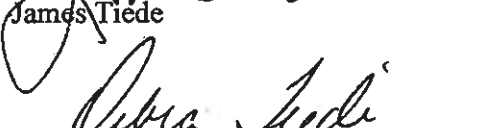
5. Except as expressly amended herein, the Option shall remain unchanged and in full force and effect, and the parties hereto ratify the same as the complete and integrated understanding of the parties with respect to the subject matter thereof.

6. This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument and shall be effective upon execution and delivery of one or more of such counterparts by each of the parties hereto.

7. Buyer may record this First Amendment in the official real property records of Power County, Idaho.

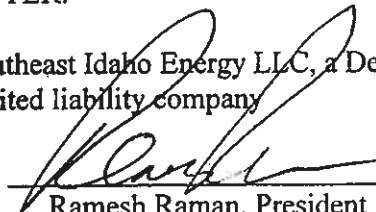
IN WITNESS WHEREOF, the parties have executed this First Amendment the day and year first above written.

SELLER:


James Tiede

Debra Tiede

BUYER:

Southeast Idaho Energy LLC, a Delaware
limited liability company

By: 
Ramesh Raman, President

STATE OF IDAHO)
) ss.
County of Power)

FIRST AMENDMENT TO OPTION AGREEMENT - Page 2

Boise-211995.3 0039615-00001

On this 23 day of April, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared **James Tiede**, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

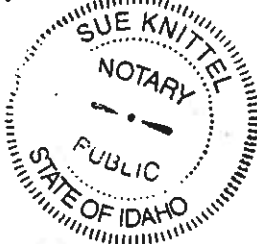


Sue Knittel
Notary Public for Idaho
Residing at Pocatello
My commission expires: 1-11-2011

STATE OF IDAHO)
County of Power) ss.

On this 23 day of April, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared **Debra Tiede**, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

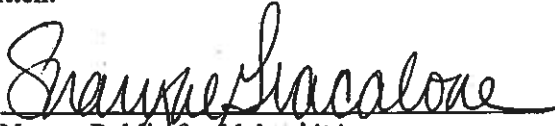


Sue Knittel
Notary Public for Idaho
Residing at Pocatello
My commission expires: 1-11-2011

STATE OF ~~IDAHO~~ NY)
County of Westchester) ss.

On this 11 day of April, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ramesh Raman**, known or identified to me to be President of **Southeast Idaho Energy LLC**, a Delaware limited liability company, the Limited Liability Company that executed the within and foregoing instrument or the person who executed the instrument on behalf of said Limited Liability Company, and acknowledged to me that such Limited Liability Company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for ~~Idaho~~ NY
Residing at _____
My commission expires: _____

SHARYNE GIACALONE
No. 01GI6177637
Notary Public, State of New York
Qualified in Putnam County
My Commission Expires 11/19/20 11

EXHIBIT "A"

Description

PARCEL 1:

A Parcel of land in the Southeast $\frac{1}{4}$ of Section 35, Township 7 South, Range 30 East, Boise Meridian, Power County, Idaho, described as follows:

Beginning at the Southeast corner of said Section 35;
Thence along the south boundary of said section , West 2480.1 feet to the intersection of the southerly boundary of the Union Pacific Railroad;
Thence along said boundary North $78^{\circ}46'$ East 2529.7 feet to the East boundary of Section 35;
Thence along said East boundary South 492.8 feet to the Point of Beginning.

Excepting therefrom that portion of land lying within the Union Pacific Railroad Right-of-way.

Also: Township 8 South, Range 30 East, Boise Meridian, Power County, Idaho
Section 2: Northeast $\frac{1}{4}$

Also: All that part of the East $\frac{1}{4}$ Southeast $\frac{1}{4}$ of Section 2, Township 8 South, Range 30 East, Boise Meridian, Power County, Idaho, Lying West of Drain and Reservoir, Being more particularly described as follow:

Beginning at a point on the North boundary of the East $\frac{1}{4}$ Southeast $\frac{1}{4}$, of the above described Section 2, which point lies North $89^{\circ}56'$ West a distance of 216.00 feet from the East $\frac{1}{4}$ corner of said Section 2, which is the True Point of Beginning;
Thence along said North boundary North $89^{\circ}56'$ West 1112.42 feet;
Thence South $0^{\circ}08'$ West 2642.26 feet;
Thence South $89^{\circ}53'$ East along the South boundary of the above described Section 2, 518.95 feet;
Thence North $10^{\circ}25'$ East 1303.09 feet;
Thence North $25^{\circ}09'$ East 697.80 feet;
Thence North $5^{\circ}17'$ East 731.90 feet, more ore less, to The Point of Beginning.

Also: Township 8 South, Range 30 East, Boise Meridian, Power County, Idaho.
Section 2: West $\frac{1}{4}$ Southeast $\frac{1}{4}$

PARCEL 2:

A tract of land in the Northwest $\frac{1}{4}$ of Section 1, Township 8 South, Range 30 East, Boise Meridian, Power County, Idaho, Described as follows:

Commencing at the Northwest corner of said Section 1, which is marked by a $\frac{5}{8}$ inch Pin;
Thence South $89^{\circ}44'38''$ East along the North line of said Section 30.00 feet to a point on the Easterly Right-of-Way of Lake Channel Road, said point being the True Point of Beginning;
Thence continuing South $89^{\circ}44'39''$ East along said North line, 2587.42 feet; Thence leaving said North line along a Curve to the Right, from a Tangent bearing South $0^{\circ}26'15''$ East, through a central angle of $91^{\circ}24'55''$, having a Radius of 2547.00 feet and an arc length of 4063.73 feet to a point on the Easterly Right-of-Way line of Lake Channel Road;
Thence North $0^{\circ}04'00''$ East, along said Right-of-Way and parallel to the West line of said Section 1, 2577.65 feet to the True Point of Beginning.

**FIRST AMENDMENT TO
OPTION AGREEMENT**

Instrument # 100006
POWER COUNTY, IDAHO
2008-04-01 08:11:04 No. of Pages: 6
Recorded for: STORL RYER
Fee: 10.00
Ex-Officio Recorder Deputy *[Signature]*

THIS FIRST AMENDMENT TO OPTION AGREEMENT ("First Amendment") is made and entered into this ____ day of April, 2008, by and between David Bethke and Marla Bethke ("Seller"), and Southeast Idaho Energy LLC, a Delaware limited liability company ("Buyer").

RECITALS:

A. Seller and Buyer entered into that certain Option to Purchase Real Property dated March 1, 2007 (the "Option"), concerning certain Property described on Exhibit A attached hereto.

B. Seller and Buyer desire to amend the Option as set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other valuable consideration received, the parties hereby agree the Option shall be amended as follows:

1. Capitalized terms used but not defined herein shall have the meanings given them in the Option.

2. The parties agree that the Option has been extended for the Extension Term, which expires on March 1, 2009. The payments that were due under the Option on or before March 1, 2007, June 1, 2007, September 1, 2007, December 1, 2007, and March 1, 2008, have been timely made by Buyer.

3. As part of an ALTA survey obtained by Buyer, a copy of which has been provided to Seller, Stanley Consultants, Inc. has determined that the Property consists of [REDACTED]* acres. Accordingly, the "Purchase Price" for purposes of the Option shall be \$[REDACTED]* based upon [REDACTED]* acres at \$[REDACTED]* per acre. *mb* *D.B.*

4. Paragraph 10 is hereby amended to reflect the following address for notices to Buyer:

* Redacted for recording purposes only.

Ramesh Raman, President
Southeast Idaho Energy LLC
116 Radio Circle, Suite 208,
Mount Kisco, NY 10549

with copy to:

Quentin M. Knipe
Stoel Rives LLP
101 S. Capitol Blvd., Suite 1900
Boise, ID 83702

5. The body of Paragraph 11 is deleted in its entirety and the following is substituted therefor: "The Closing shall take place in an Idaho office of Alliance Title & Escrow Company to be chosen by Buyer. The parties shall not be required to be present in person at Closing, so long as they have deposited into escrow all necessary deposits in advance."

6. Except as expressly amended herein, the Option shall remain unchanged and in full force and effect, and the parties hereto ratify the same as the complete and integrated understanding of the parties with respect to the subject matter thereof.

7. This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument and shall be effective upon execution and delivery of one or more of such counterparts by each of the parties hereto.

8. Buyer may record this First Amendment in the official real property records of Power County, Idaho.

IN WITNESS WHEREOF, the parties have executed this First Amendment the day and year first above written.

SELLER:

David Bethke
David Bethke

Marla Bethke
Marla Bethke

BUYER:

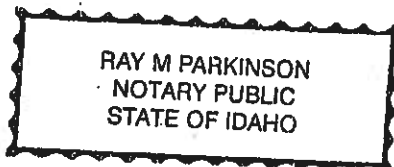
Southeast Idaho Energy LLC, a Delaware
limited liability company

By: Ramesh Raman
Ramesh Raman, President

STATE OF IDAHO)
) ss.
County of Bannock)

On this 2nd day of May, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared **David Bethke**, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

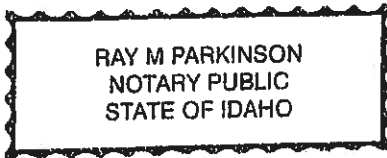


Ray M Parkinson
Notary Public for Idaho
Residing at Pocatello, ID
My commission expires: 11/02/12

STATE OF IDAHO)
) ss.
County of Bannock)

On this 2nd day of May, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared **Marla Bethke**, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Ray M Parkinson
Notary Public for Idaho
Residing at Pocatello, ID
My commission expires: 11/02/12

STATE OF ^{New York} ~~IDAHO~~
County of Westchester ss.

On this 11 day of April, 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared **Ramesh Raman**, known or identified to me to be President of **Southeast Idaho Energy LLC**, a Delaware limited liability company, the Limited Liability Company that executed the within and foregoing instrument or the person who executed the instrument on behalf of said Limited Liability Company, and acknowledged to me that such Limited Liability Company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Sharyne Giacalone
Notary Public for ~~Idaho~~ New York
Residing at _____
My commission expires: _____

SHARYNE GIACALONE
No. 01GI6177637
Notary Public, State of New York
Qualified in Putnam County
My Commission Expires 11/19/2011

EXHIBIT "A"

Description

That part of the Southwest quarter (SW ¼) of said Section Thirty-six (36), Township Seven (7) South, Range Thirty (30) East, Boise Meridian, Power County, Idaho, Lying South of Union Pacific Railroad right of way.

75147

PART 1**6. General Information:**

- a. Description of diversion system Wells and pipeline distribution system to colling towers and ancillary facilities

- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
☐ Yes ☒ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

- c. Describe the effect on the land now irrigated if the place of use is changed pursuant to this transfer:

NA

- d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____.

Page _____ of _____

Transfer No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. SRBA Decreed to FMC Corporation
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 29-2301 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.

☐ Tax notice ☒ Warranty Deed ☐ Other _____

3. Source of water Ground Water tributary to _____

4. Date of priority 4/24/1951

5. Water is used for the following purpose:

Amount 4.0/2895.9 for Industrial purposes from 1/1 to 12/31
(cfs/ac-ft) _____
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft) _____
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft) _____

6. Total amount of water under right 4.0 cubic feet per second and/or 2895.9 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	NW	NW	NE	13	6S	33E	Power	
	NW	NW	NW	13	6S	33E	Power	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6S	33E	12											I	I			I	T	
		13	I	I	I	I	I	I	I	I					I	I			

Total acres _____

9. Describe any other water rights used for the same purpose as described above 29-2284

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No _____ If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(If the entire right is to be changed by the applicant, omit part B and C)

1. Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. SRBA Decreed to FMC Corporation
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 29-2284 issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.

☐ Tax notice ☒ Warranty Deed ☐ Other _____

3. Source of water Ground Water tributary to _____

4. Date of priority 3/2/1949

5. Water is used for the following purpose:

Amount 4.5/3257.9 for Industrial purposes from 1/1 to 12/31
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 4.5 cubic feet per second and/or 3257.9 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	SE	SE	SW	12	6S	33E	Power	
	NE	NW	NW	13	6S	33E	Power	

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6S	33E	12											I	I			I	T	
		13	I	I	I	I	I	I	I	I					I	I			

Total acres _____

9. Describe any other water rights used for the same purpose as described above 29-2301

10. To your knowledge, has any portion of this water right undergone a period of five or more consecutive years of non-use?

No

If yes, describe _____

B. DESCRIPTION OF PORTION OF RIGHT BEING TRANSFERRED

(if the entire right is to be changed by the applicant, omit part B and C)

1. Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

Total acres _____

C. DESCRIPTION OF UNCHANGED PORTION OF RIGHT (omit if there is no change)

1. Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

2. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion

3. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	

75 14 7

Total acres _____

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

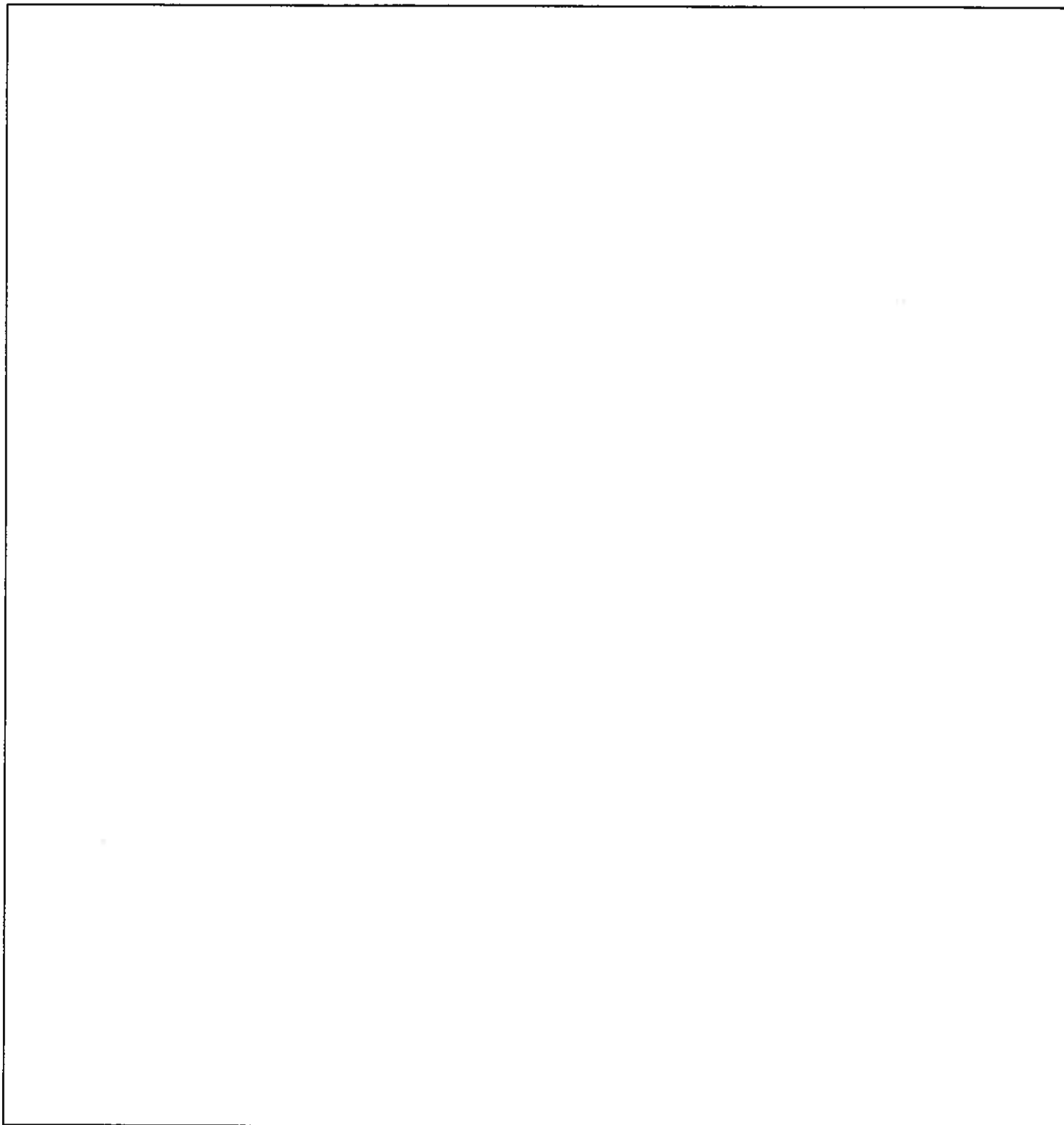
A. Draw a map or attach a

USGS map indicating the new

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

point(s) of diversion and/or the new place of use for rights described in part 1. Clearly depict the land by section, township and range number.



SCALE: 2 inches equals 1 mile. Draw plan in ink.

75 147

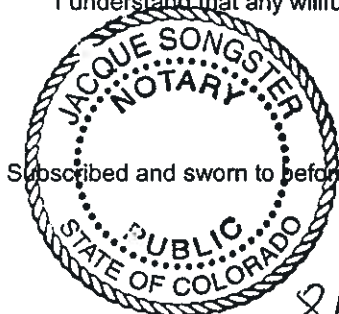
PART 3**B. CHANGES IN NATURE OF USE**

1. New Nature of Use Amount Hours/days/year Period of Use
 (cfs/ac-ft) _____ to _____
 _____ to _____
2. Quantity and quality of return flows and location of discharge:
 None _____
3. Describe the effects on other water uses resulting from the proposed change:
 None _____

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.

MATT LEE / Executive Vice President



Subscribed and sworn to before me this _____

12th

day of _____

(Signature of Applicant)

2008

Jacques Songster
 (Notary Public)

My Commission Expires on *8/24/2011*

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments

Received by _____ Date *10/1/08*

Protest filed by _____

Prelim. check by _____ Fee *610 - E034466*

Receipted by _____ Date *10/1/08*

Published in _____ Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ Approval ☐ Denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

Narrative in Support of Water Right Transfer Application and Eastern Snake Plain Hydrologic Analysis SEI LLC

Prepared by C.E. Brockway P.E. PhD
Brockway Engineering PLLC
2016 Washington Street North/
Twin Falls, ID 83301
Tele: 208 733 0938

Introduction

Souththern Idaho Energy (SEI) plans a facility to manufacture fertilizer from coal at a plant near American Falls, Idaho. The facility will require a good quality water supply for cooling and other consumptive purposes. The facility is located in Section 35, Township 7 South, Range 30 East just north of Neeley about 1 mile north of the Snake River. This is node 94,97 of the ESPA Version 1.1 ground water model.

Water Rights

SEI has purchased two ground water rights from the FMC Corporation which were utilized at the FMC fertilizer facility at Pocatello. The listed place of use for the two water rights is Sections 12 and 13 T6S R33E Power County. Figure 1 shows the location of the FMC water rights and the proposed location of the SEI project. The water rights are early ground water rights in the ESPA with priorities of 3/2/1949 and 4/24/1951 and were decreed in the SRBA on 3/22/2004. These water rights are fully consumptive industrial water rights and the full authorized volume of 6253,8 acre feet was recognized by IDWR as available for mitigation purposes within the ESPA. It was assumed, therefore, that the full annual volume will be available for consumptive use at the SEI facility.

The decreed water rights at the FMC site are shown on Table 1

Table 1. FMC Water Rights Purchased by SEI

Number	Type of Use	Priority	Discharge cfs	Annual Volume af
29-2284	Industrial	3/2/1949	4.5	3257.9
29-2301	Industrial	4/24/1951	4.0	2895.9

Facilities Plan

The site plan for the planned SEI facility is shown on Figure 2. Two wells are contemplated to provide the full water supply for the facility.

Water Requirements Seasonal Distribution

Water use within the facility can be fully consumptive depending on the configuration of the plant cooling facilities. Since the facility utilizes the ground water for cooling, water requirements are higher in the summertime. The estimated seasonal distribution of water requirements is shown on enclosed Figure 3

Transfer hydrologic analysis

An analysis using the ESPA computer model on the impact of the proposed transfer of FMC water to the American Falls site has been completed. The analysis was performed according to the IDWR "Guidelines for Water Right Transfers in the Eastern Snake Plain Aquifer, 2007". The proposed place of use is close to the river near Neeley and a large part of the projected depletion will occur in the Neeley-Minidoka reach instead of the near Blackfoot-Neeley reach. However, if the impacts on the near-Blackfoot-Neeley reach and the Neeley-Minidoka reach are combined, the combined depletion before the transfer and after the transfer due to pumping the full 6153.8 acre feet per year can be mitigated by reducing the pumping at the new site by 17.6% of the allowed pumping under the rights or 5070 acre feet per year. The impact analysis for the ESPA is included in Appendix A attached to this narrative.

Initial water use data indicates that the Phase 1 water usage would average 700 gpm with a peak of 2000 gpm and would likely begin in mid-2011. It is assumed that Phase 2, would be about 1207gpm average or 1943 acre feet per year or 68.4% lower than the allowed use of 6153,8 acre fee per year which is the allowable transfer volume under both rights so any mitigation requirement can be provided without jeopardizing the required water supply for the facility.

The ESPA Transfer Guidelines as currently utilized require that no transfer can increase depletion in any reach of the Snake River by more than 2 acre feet per trimester or 5% of the historical depletion in that reach. The analysis for this proposed transfer indicates that the simulated increase in depletion in the combined Snake River reach

from Near Blackfoot to Minidoka will be 17.6% of the total volume. In a meeting with David Tuthill, Director of IDWR, he indicated that utilization of the combined Near Blackfoot to Minidoka reach for determining Snake River reach depletion should be considered.

Local Well Interference Analysis

A local well interference analysis to evaluate potential impacts on local wells at the proposed new site was performed. The analysis utilized aquifer properties in and adjacent to the proposed site utilizing all available geology and aquifer formation data obtained from the IDWR well log data base. The well data available is shown on in Appendix B attached to this narrative. The well interference analysis was performed using a computer model utilizing the Theis analytical procedure. The local well interference analysis shows that the estimated drawdown at a distance of one mile from the proposed SIE well pumping at the expected maximum discharge for 60 days would be less than 0.5 ft. This is a conservative estimate since continuous pumping of the maximum discharge for 60 days is unlikely. The Theis analysis is shown in Appendix B attached to this narrative.

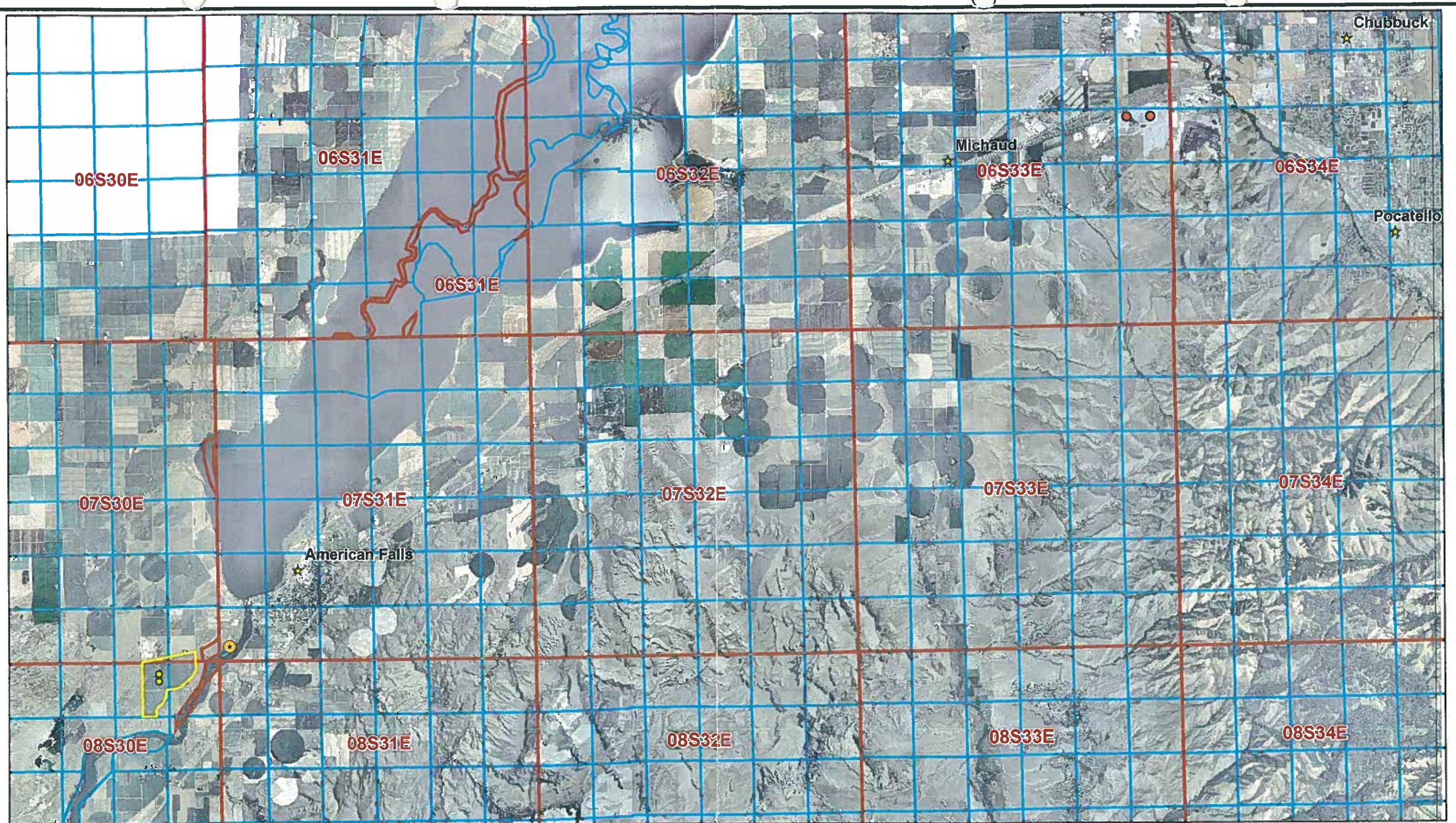
These analyses indicate that transfer of the FMC water rights can, with proper conditions and mitigation requirements, meet or exceed the hydrologic requirements of the Transfer Guidelines.

Ground Water Quality

Ground water quality available at the proposed site is excellent and no constituent concentrations which exceed Idaho State drinking water standards. An evaluation of available water quality reports for monitoring wells in the vicinity, as reported by the U.S. Geological Survey show no parameters which would preclude the use of the ground water for purposes proposed by SEI.

Ownership Documents

Property purchased by SEI for the facility consists of two parcels, the Theide parcel and the Betheke parcel. Legal descriptions of both parcels are attached in Appendix C to this narrative.



0 2 4 Miles

BROCKWAY ENGINEERING, PLLC.
ALR - SEPT. 8, 2008

FIGURE 1
SOUTHERN IDAHO ENERGY (SIE) WATER RIGHT TRANSFER
NAIP 2006 AERIAL

- Legend**
- SIE SITE
 - ID F&G HATCHERY
 - Sections
 - ★ cities
 - (SIE) Proposed Wells
 - FMC Wells



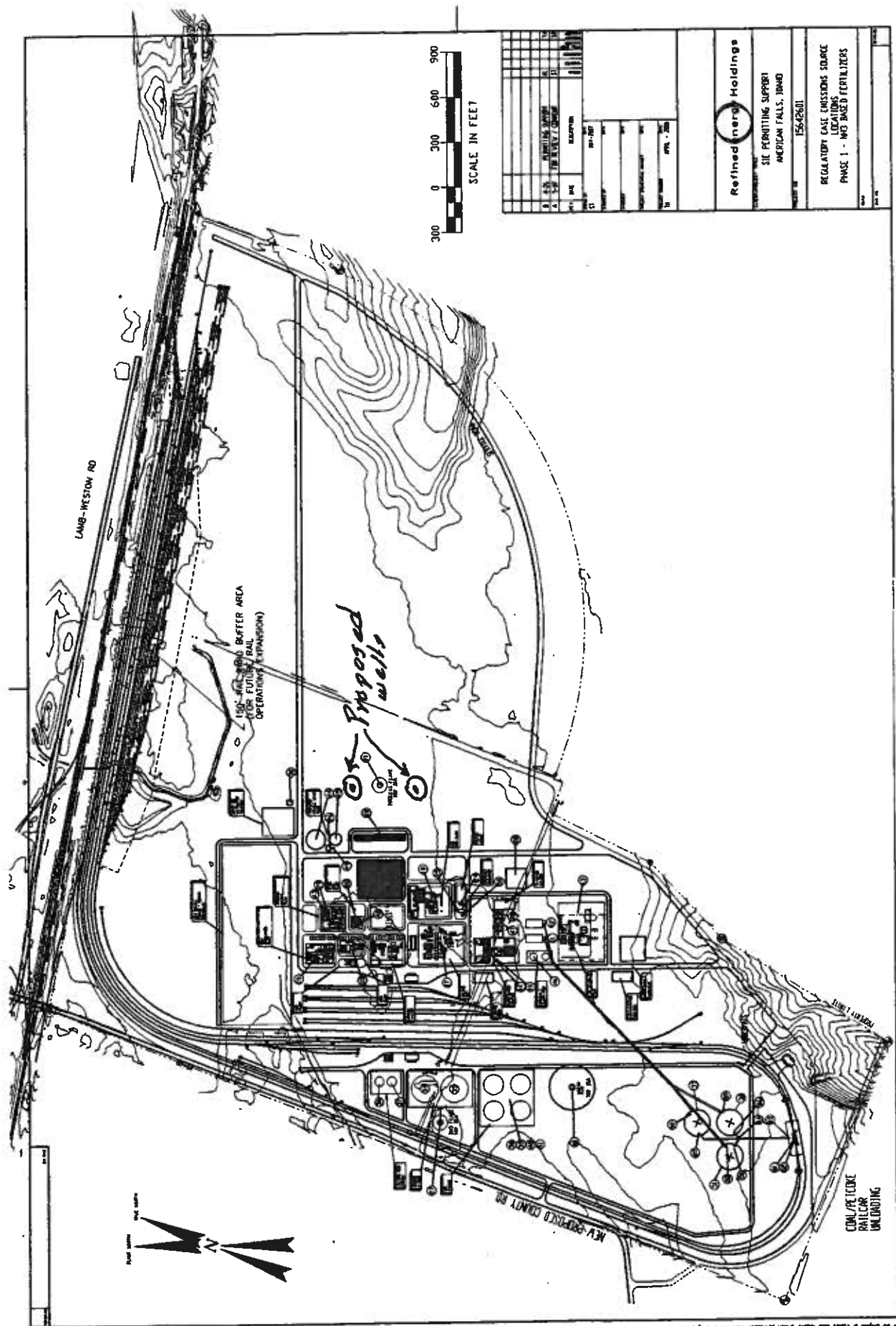


FIG. 1000 PSD PERMIT

Sheet 2 of 2

FIGURE 2



IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

09/08/2008

WATER RIGHT NO. 29-2284

Owner Type	Name and Address
Current Owner	SOUTHEAST IDAHO ENERGY LLC 71 GOLDENS BRIDGE RD KATONAH, NY 10536
Original Owner	FMC CORP LLC PO BOX 4111 POCATELLO, ID 83205 (208)236-8236

Priority Date: 03/02/1949

Basis: Decreed

Status: Active

Water Supply Bank Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
INDUSTRIAL	01/01	12/31	4.5 CFS	3257.9 AFA
Total Diversion			4.5 CFS	

Location of Point(s) of Diversion:

GROUND WATER	SESESW	Sec. 12	Township 06S	Range 33E	POWER County
GROUND WATER	NENWNW	Sec. 13	Township 06S	Range 33E	POWER County

Place(s) of use:

Place of Use Legal Description: INDUSTRIAL POWER County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres

75147

06S	33E	12	SWSW	SESW								
		13	SWSE	SESE								
			NENE	NWNE			SWNE			SENE		
			NENW	NWNW			SWNW			SENW		
			NESE	NWSE								

Conditions of Approval:

1.	C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2.	F05	RIGHT NO. 29-2301 IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED IN NENWNW, 13-06S-33E.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Water Supply Bank:

AMERICAN FALLS-ABERDEEN GROUND WATER DISTRICT

Lessor Name(s): BINGHAM GROUND WATER DISTRICT

BONNEVILLE-JEFFERSON GROUND WATER DISTRICT

Lease Status: Active

Lease Amount: All

Rental Availability: None

Date Received: 5/23/2005

Lease Begin Date: 4/15/2005

75 147

Expiration Date: Indefinite

Close

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

09/08/2008

WATER RIGHT NO. 29-2301

Owner Type	Name and Address
Current Owner	SOUTHEAST IDAHO ENERGY LLC 71 GOLDENS BRIDGE RD KATONAH, NY 10536
Original Owner	FMC CORP LLC PO BOX 4111 POCATELLO, ID 83205 (208)236-8236

Priority Date: 04/24/1951

Basis: Decreed

Status: Active

Water Supply Bank Status: Active

Source	Tributary
GROUND WATER	

Beneficial Use	From	To	Diversion Rate	Volume
INDUSTRIAL	01/01	12/31	4 CFS	2895.9 AFA
Total Diversion			4 CFS	

Location of Point(s) of Diversion:

GROUND WATER	NWNWNE	Sec. 13	Township 06S	Range 33E	POWER County
GROUND WATER	NWNWNW	Sec. 13	Township 06S	Range 33E	POWER County

Place(s) of use:

Place of Use Legal Description: INDUSTRIAL POWER County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
----------	-------	---------	-----	-------	-------	-----	-------	-------	-----	-------	-------	-----	-------	-------

75 14 7

06S	33E	12	SWSW	SESW								
		13	SWSE	SESE								
			NENE	NWNE			SWNE			SENE		
			NENW	NWNW			SWNW			SENE		
			NESE	NWSE						SENE		

Conditions of Approval:

1.	F05	RIGHT NO. 29-2284 IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED IN NENWNW, 13-06S-33E.
2.	C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Permit Proof Due Date:

Permit Proof Made Date:

Permit Approved Date:

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Water Supply Bank:

AMERICAN FALLS-ABERDEEN GROUND WATER DISTRICT

Lessor Name(s): BINGHAM GROUND WATER DISTRICT

BONNEVILLE-JEFFERSON GROUND WATER DISTRICT

Lease Status: Active

Lease Amount: All

Rental Availability: None

Date Received: 5/23/2005

Lease Begin Date: 4/15/2005

75 14 7

Expiration Date: Indefinite

Close

APPENDIX A
EASTERN SNAKE PLAIN AQUIFER IMPACT ANALYSIS

NEAR STEADY STATE IMPACTS of 29-2284,2301 TO 8S35T7SR30E Cell 94,97 17.6% red in vol Enhanced ESPM V2.1											
Ashton to Rexburg	Heise to Shelley	Shelley to Nr Blckft	Nr Blckft To Neeley	Neeley to Minidoka	Dev. Wbl. Buhl	Buhl to Kspr	Kspr	Kspr to Malad	Malad	Malad to Bancroft	TOTAL
118.1 afa	141.3 afa	1242.0 afa	4416.0 afa	86.8 afa	77.6 afa	29.9 afa	19.0 afa	2.1 afa	10.0 afa	0.7 afa	0151.4 afa
37.4 afa	44.5 afa	370.8 afa	3506.8 afa	993.2 afa	61.3 afa	23.6 afa	15.0 afa	1.6 afa	14.2 afa	0.5 afa	5069.0 afa
0.317077	0.31466	0.298545	0.7941033	11.4462	0.79031	0.790021	0.78998	0.78992	0.789832	0.789572	
	sum nr blckft to Min		before	4502.8 afa							
	5070 afa pumped		after	4500.0 afa							

ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE

IDAHO DEPT. OF AGRICULTURE

Cells this color are
set up for user entries

ENTER STARTING DATE FOR

SIMULATION. THEN PUSH
"UPDATE DATES" BUTTON

TRANSFER NO:

29-2284_2301

YEAR

1949

TRANSFER NAME:

SEASON

SPRING

Am Falls 1

scale

1

1

ENTER CELL LOCATIONS:

	'TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	94	95	95	0
COLUMN	97	118	117	0

priority

right

volume

4/24/1951

29-2284

2895.9

3/2/1949

29-2301

3257.9

TRIMESTER OF ACTIVITY	Am Falls area		West well (1)		East wells (2)			
	TO WELL Projected Use AF/TRIMESTER		FROM1 WELL With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	FROM2 WELL With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	FROM3 WELL With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
SPR 1949	0		724	724	241	241	0	0
SUM 1949	0		724	724	241	241	0	0
WIN 1949	0		724	724	241	241	0	0
SPR 1950	0		724	724	241	241	0	0
SUM 1950	0		724	724	241	241	0	0
WIN 1950	0		724	724	241	241	0	0
SPR 1951	0		1,538	1,538	513	513	0	0
SUM 1951	0		1,538	1,538	513	513	0	0
WIN 1951	0		1,538	1,538	513	513	0	0
SPR 1952	0		1,538	1,538	513	513	0	0
SUM 1952	0		1,538	1,538	513	513	0	0
WIN 1952	0		1,538	1,538	513	513	0	0
SPR 1953	0		1,538	1,538	513	513	0	0
SUM 1953	0		1,538	1,538	513	513	0	0
WIN 1953	0		1,538	1,538	513	513	0	0
SPR 1954	0		1,538	1,538	513	513	0	0
SUM 1954	0		1,538	1,538	513	513	0	0
WIN 1954	0		1,538	1,538	513	513	0	0
SPR 1955	0		1,538	1,538	513	513	0	0
SUM 1955	0		1,538	1,538	513	513	0	0
WIN 1955	0		1,538	1,538	513	513	0	0
SPR 1956	0		1,538	1,538	513	513	0	0
SUM 1956	0		1,538	1,538	513	513	0	0
WIN 1956	0		1,538	1,538	513	513	0	0
SPR 1957	0		1,538	1,538	513	513	0	0
SUM 1957	0		1,538	1,538	513	513	0	0
WIN 1957	0		1,538	1,538	513	513	0	0
SPR 1958	0		1,538	1,538	513	513	0	0
SUM 1958	0		1,538	1,538	513	513	0	0
WIN 1958	0		1,538	1,538	513	513	0	0
SPR 1959	0		1,538	1,538	513	513	0	0
SUM 1959	0		1,538	1,538	513	513	0	0
WIN 1959	0		1,538	1,538	513	513	0	0
SPR 1960	0		1,538	1,538	513	513	0	0
SUM 1960	0		1,538	1,538	513	513	0	0
WIN 1960	0		1,538	1,538	513	513	0	0
SPR 1961	0		1,538	1,538	513	513	0	0
SUM 1961	0		1,538	1,538	513	513	0	0
WIN 1961	0		1,538	1,538	513	513	0	0
SPR 1962	0		1,538	1,538	513	513	0	0
SUM 1962	0		1,538	1,538	513	513	0	0

WIN 1962	0	1,538	1,538	513	513	0	0
SPR 1963	0	1,538	1,538	513	513	0	0
SUM 1963	0	1,538	1,538	513	513	0	0
WIN 1964	0	1,538	1,538	513	513	0	0
SPR 1964	0	1,538	1,538	513	513	0	0
SUM 1964	0	1,538	1,538	513	513	0	0
WIN 1965	0	1,538	1,538	513	513	0	0
SPR 1965	0	1,538	1,538	513	513	0	0
SUM 1965	0	1,538	1,538	513	513	0	0
WIN 1966	0	1,538	1,538	513	513	0	0
SPR 1966	0	1,538	1,538	513	513	0	0
SUM 1966	0	1,538	1,538	513	513	0	0
WIN 1967	0	1,538	1,538	513	513	0	0
SPR 1967	0	1,538	1,538	513	513	0	0
SUM 1967	0	1,538	1,538	513	513	0	0
WIN 1968	0	1,538	1,538	513	513	0	0
SPR 1968	0	1,538	1,538	513	513	0	0
SUM 1968	0	1,538	1,538	513	513	0	0
WIN 1969	0	1,538	1,538	513	513	0	0
SPR 1969	0	1,538	1,538	513	513	0	0
SUM 1969	0	1,538	1,538	513	513	0	0
WIN 1970	0	1,538	1,538	513	513	0	0
SPR 1970	0	1,538	1,538	513	513	0	0
SUM 1970	0	1,538	1,538	513	513	0	0
WIN 1971	0	1,538	1,538	513	513	0	0
SPR 1971	0	1,538	1,538	513	513	0	0
SUM 1971	0	1,538	1,538	513	513	0	0
WIN 1972	0	1,538	1,538	513	513	0	0
SPR 1972	0	1,538	1,538	513	513	0	0
SUM 1972	0	1,538	1,538	513	513	0	0
WIN 1973	0	1,538	1,538	513	513	0	0
SPR 1973	0	1,538	1,538	513	513	0	0
SUM 1973	0	1,538	1,538	513	513	0	0
WIN 1974	0	1,538	1,538	513	513	0	0
SPR 1974	0	1,538	1,538	513	513	0	0
SUM 1974	0	1,538	1,538	513	513	0	0
WIN 1975	0	1,538	1,538	513	513	0	0
SPR 1975	0	1,538	1,538	513	513	0	0
SUM 1975	0	1,538	1,538	513	513	0	0
WIN 1976	0	1,538	1,538	513	513	0	0
SPR 1976	0	1,538	1,538	513	513	0	0
SUM 1976	0	1,538	1,538	513	513	0	0
WIN 1977	0	1,538	1,538	513	513	0	0
SPR 1977	0	1,538	1,538	513	513	0	0
SUM 1977	0	1,538	1,538	513	513	0	0
WIN 1978	0	1,538	1,538	513	513	0	0
SPR 1978	0	1,538	1,538	513	513	0	0
SUM 1978	0	1,538	1,538	513	513	0	0
WIN 1979	0	1,538	1,538	513	513	0	0
SPR 1979	0	1,538	1,538	513	513	0	0
SUM 1979	0	1,538	1,538	513	513	0	0
WIN 1980	0	1,538	1,538	513	513	0	0
SPR 1980	0	1,538	1,538	513	513	0	0
SUM 1980	0	1,538	1,538	513	513	0	0
WIN 1981	0	1,538	1,538	513	513	0	0
SPR 1981	0	1,538	1,538	513	513	0	0
SUM 1981	0	1,538	1,538	513	513	0	0
WIN 1982	0	1,538	1,538	513	513	0	0
SPR 1982	0	1,538	1,538	513	513	0	0
SUM 1982	0	1,538	1,538	513	513	0	0
WIN 1983	0	1,538	1,538	513	513	0	0
SPR 1983	0	1,538	1,538	513	513	0	0
SUM 1983	0	1,538	1,538	513	513	0	0
WIN 1984	0	1,538	1,538	513	513	0	0
SPR 1984	0	1,538	1,538	513	513	0	0
SUM 1984	0	1,538	1,538	513	513	0	0
WIN 1985	0	1,538	1,538	513	513	0	0
SPR 1985	0	1,538	1,538	513	513	0	0
SUM 1985	0	1,538	1,538	513	513	0	0
WIN 1986	0	1,538	1,538	513	513	0	0
SPR 1986	0	1,538	1,538	513	513	0	0
SUM 1986	0	1,538	1,538	513	513	0	0
WIN 1987	0	1,538	1,538	513	513	0	0
SPR 1987	0	1,538	1,538	513	513	0	0

SUM 1987	0	1,538	1,538	513	513	0	0
WIN 1987	0	1,538	1,538	513	513	0	0
SPR 1988	0	1,538	1,538	513	513	0	0
SUM 1988	0	1,538	1,538	513	513	0	0
WIN 1988	0	1,538	1,538	513	513	0	0
SPR 1989	0	1,538	1,538	513	513	0	0
SUM 1989	0	1,538	1,538	513	513	0	0
WIN 1989	0	1,538	1,538	513	513	0	0
SPR 1990	0	1,538	1,538	513	513	0	0
SUM 1990	0	1,538	1,538	513	513	0	0
WIN 1990	0	1,538	1,538	513	513	0	0
SPR 1991	0	1,538	1,538	513	513	0	0
SUM 1991	0	1,538	1,538	513	513	0	0
WIN 1991	0	1,538	1,538	513	513	0	0
SPR 1992	0	1,538	1,538	513	513	0	0
SUM 1992	0	1,538	1,538	513	513	0	0
WIN 1992	0	1,538	1,538	513	513	0	0
SPR 1993	0	1,538	1,538	513	513	0	0
SUM 1993	0	1,538	1,538	513	513	0	0
WIN 1993	0	1,538	1,538	513	513	0	0
SPR 1994	0	1,538	1,538	513	513	0	0
SUM 1994	0	1,538	1,538	513	513	0	0
WIN 1994	0	1,538	1,538	513	513	0	0
SPR 1995	0	1,538	1,538	513	513	0	0
SUM 1995	0	1,538	1,538	513	513	0	0
WIN 1995	0	1,538	1,538	513	513	0	0
SPR 1996	0	1,538	1,538	513	513	0	0
SUM 1996	0	1,538	1,538	513	513	0	0
WIN 1996	0	1,538	1,538	513	513	0	0
SPR 1997	0	1,538	1,538	513	513	0	0
SUM 1997	0	1,538	1,538	513	513	0	0
WIN 1997	0	1,538	1,538	513	513	0	0
SPR 1998	0	1,538	1,538	513	513	0	0
SUM 1998	0	1,538	1,538	513	513	0	0
WIN 1998	0	1,538	1,538	513	513	0	0
SPR 1999	0	1,538	1,538	513	513	0	0
SUM 1999	0	1,538	1,538	513	513	0	0
WIN 1999	0	1,538	1,538	513	513	0	0
SPR 2000	0	1,538	1,538	513	513	0	0
SUM 2000	0	1,538	1,538	513	513	0	0
WIN 2000	0	1,538	1,538	513	513	0	0
SPR 2001	0	0	1,538	0	513	0	0
SUM 2001	0	0	1,538	0	513	0	0
WIN 2001	0	0	1,538	0	513	0	0
SPR 2002	0	0	1,538	0	513	0	0
SUM 2002	0	0	1,538	0	513	0	0
WIN 2002	0	0	1,538	0	513	0	0
SPR 2003	0	0	1,538	0	513	0	0
SUM 2003	0	0	1,538	0	513	0	0
WIN 2003	0	0	1,538	0	513	0	0
SPR 2004	0	0	1,538	0	513	0	0
SUM 2004	0	0	1,538	0	513	0	0
WIN 2004	0	0	1,538	0	513	0	0
SPR 2005	0	0	1,538	0	513	0	0
SUM 2005	0	0	1,538	0	513	0	0
WIN 2005	0	0	1,538	0	513	0	0
SPR 2006	0	0	1,538	0	513	0	0
SUM 2006	0	0	1,538	0	513	0	0
WIN 2006	0	0	1,538	0	513	0	0
SPR 2007	0	0	1,538	0	513	0	0
SUM 2007	0	0	1,538	0	513	0	0
WIN 2007	0	0	1,538	0	513	0	0
SPR 2008	0	0	1,538	0	513	0	0
SUM 2008	0	0	1,538	0	513	0	0
WIN 2008	0	0	1,538	0	513	0	0
SPR 2009	1,690	0	1,538	0	513	0	0
SUM 2009	1,690	0	1,538	0	513	0	0
WIN 2009	1,690	0	1,538	0	513	0	0
SPR 2010	1,690	0	1,538	0	513	0	0
SUM 2010	1,690	0	1,538	0	513	0	0
WIN 2010	1,690	0	1,538	0	513	0	0
SPR 2011	1,690	0	1,538	0	513	0	0
SUM 2011	1,690	0	1,538	0	513	0	0
WIN 2011	1,690	0	1,538	0	513	0	0

SPR 2012	1,690	0	1,538	0	513	0	0
SUM 2012	1,690	0	1,538	0	513	0	0
WIN 2012	1,690	0	1,538	0	513	0	0
SPR 2013	1,690	0	1,538	0	513	0	0
SUM 2013	1,690	0	1,538	0	513	0	0
WIN 2013	1,690	0	1,538	0	513	0	0
SPR 2014	1,690	0	1,538	0	513	0	0
SUM 2014	1,690	0	1,538	0	513	0	0
WIN 2014	1,690	0	1,538	0	513	0	0
SPR 2015	1,690	0	1,538	0	513	0	0
SUM 2015	1,690	0	1,538	0	513	0	0
WIN 2015	1,690	0	1,538	0	513	0	0
SPR 2016	1,690	0	1,538	0	513	0	0
SUM 2016	1,690	0	1,538	0	513	0	0
WIN 2016	1,690	0	1,538	0	513	0	0
SPR 2017	1,690	0	1,538	0	513	0	0
SUM 2017	1,690	0	1,538	0	513	0	0
WIN 2017	1,690	0	1,538	0	513	0	0
SPR 2018	1,690	0	1,538	0	513	0	0
SUM 2018	1,690	0	1,538	0	513	0	0
WIN 2018	1,690	0	1,538	0	513	0	0
SPR 2019	1,690	0	1,538	0	513	0	0
SUM 2019	1,690	0	1,538	0	513	0	0
WIN 2019	1,690	0	1,538	0	513	0	0
SPR 2020	1,690	0	1,538	0	513	0	0
SUM 2020	1,690	0	1,538	0	513	0	0
WIN 2020	1,690	0	1,538	0	513	0	0
SPR 2021	1,690	0	1,538	0	513	0	0
SUM 2021	1,690	0	1,538	0	513	0	0
WIN 2021	1,690	0	1,538	0	513	0	0
SPR 2022	1,690	0	1,538	0	513	0	0
SUM 2022	1,690	0	1,538	0	513	0	0
WIN 2022	1,690	0	1,538	0	513	0	0
SPR 2023	1,690	0	1,538	0	513	0	0
SUM 2023	1,690	0	1,538	0	513	0	0
WIN 2023	1,690	0	1,538	0	513	0	0
SPR 2024	1,690	0	1,538	0	513	0	0
SUM 2024	1,690	0	1,538	0	513	0	0
WIN 2024	1,690	0	1,538	0	513	0	0
SPR 2025	1,690	0	1,538	0	513	0	0
SUM 2025	1,690	0	1,538	0	513	0	0
WIN 2025	1,690	0	1,538	0	513	0	0
SPR 2026	1,690	0	1,538	0	513	0	0
SUM 2026	1,690	0	1,538	0	513	0	0
WIN 2026	1,690	0	1,538	0	513	0	0
SPR 2027	1,690	0	1,538	0	513	0	0
SUM 2027	1,690	0	1,538	0	513	0	0
WIN 2027	1,690	0	1,538	0	513	0	0
SPR 2028	1,690	0	1,538	0	513	0	0
SUM 2028	1,690	0	1,538	0	513	0	0
WIN 2028	1,690	0	1,538	0	513	0	0
SPR 2029	1,690	0	1,538	0	513	0	0
SUM 2029	1,690	0	1,538	0	513	0	0
WIN 2029	1,690	0	1,538	0	513	0	0
SPR 2030	1,690	0	1,538	0	513	0	0
SUM 2030	1,690	0	1,538	0	513	0	0
WIN 2030	1,690	0	1,538	0	513	0	0
SPR 2031	1,690	0	1,538	0	513	0	0
SUM 2031	1,690	0	1,538	0	513	0	0
WIN 2031	1,690	0	1,538	0	513	0	0
SPR 2032	1,690	0	1,538	0	513	0	0
SUM 2032	1,690	0	1,538	0	513	0	0
WIN 2032	1,690	0	1,538	0	513	0	0
SPR 2033	1,690	0	1,538	0	513	0	0
SUM 2033	1,690	0	1,538	0	513	0	0
WIN 2033	1,690	0	1,538	0	513	0	0
SPR 2034	1,690	0	1,538	0	513	0	0
SUM 2034	1,690	0	1,538	0	513	0	0
WIN 2034	1,690	0	1,538	0	513	0	0
SPR 2035	1,690	0	1,538	0	513	0	0
SUM 2035	1,690	0	1,538	0	513	0	0
WIN 2035	1,690	0	1,538	0	513	0	0
SPR 2036	1,690	0	1,538	0	513	0	0
SUM 2036	1,690	0	1,538	0	513	0	0

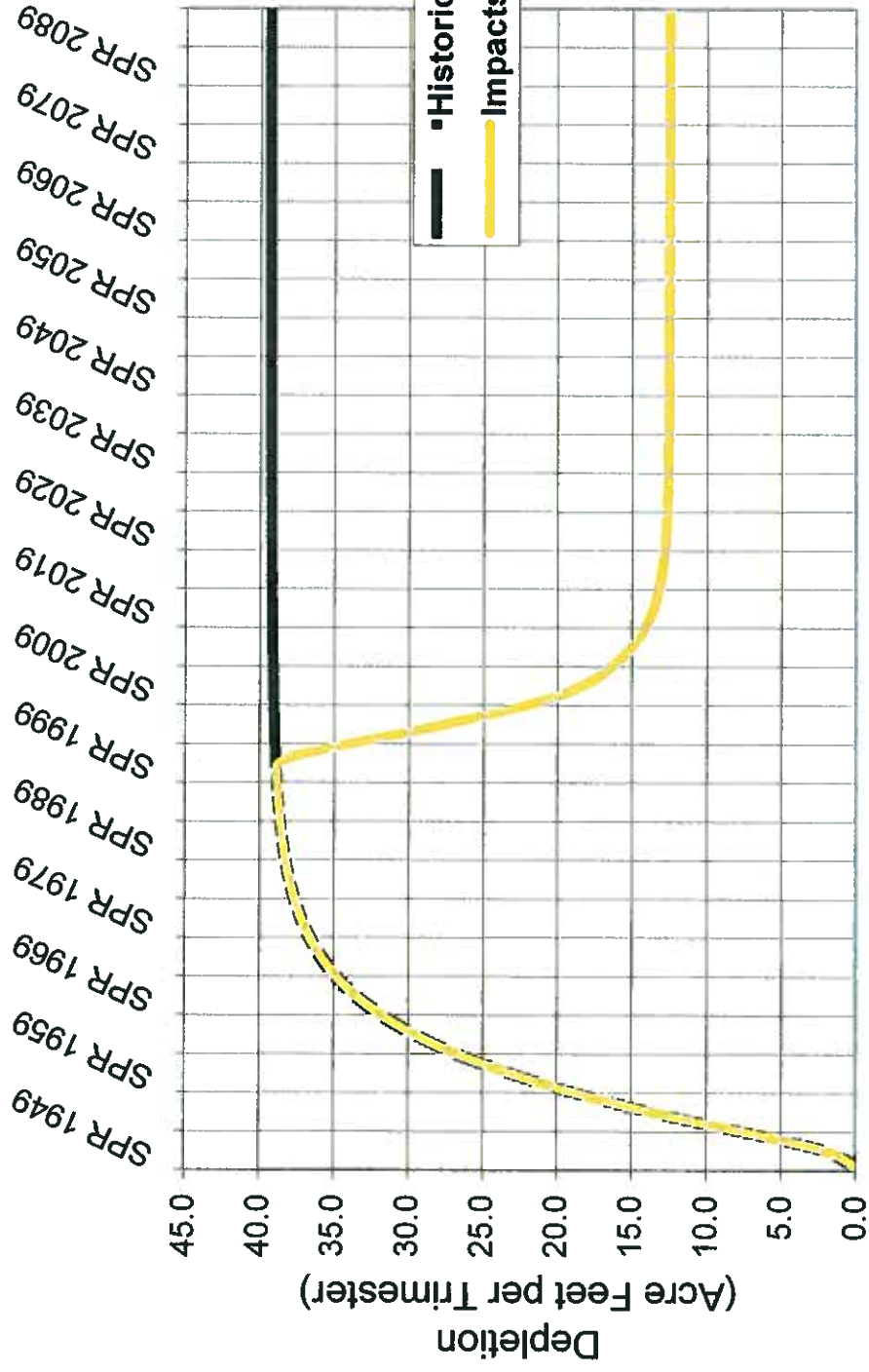
WIN 2036	1,690	0	1,538	0	513	0	0
SPR 2037	1,690	0	1,538	0	513	0	0
SUM 2037	1,690	0	1,538	0	513	0	0
WIN 2037	1,690	0	1,538	0	513	0	0
SPR 2038	1,690	0	1,538	0	513	0	0
SUM 2038	1,690	0	1,538	0	513	0	0
WIN 2038	1,690	0	1,538	0	513	0	0
SPR 2039	1,690	0	1,538	0	513	0	0
SUM 2039	1,690	0	1,538	0	513	0	0
WIN 2039	1,690	0	1,538	0	513	0	0
SPR 2040	1,690	0	1,538	0	513	0	0
SUM 2040	1,690	0	1,538	0	513	0	0
WIN 2040	1,690	0	1,538	0	513	0	0
SPR 2041	1,690	0	1,538	0	513	0	0
SUM 2041	1,690	0	1,538	0	513	0	0
WIN 2041	1,690	0	1,538	0	513	0	0
SPR 2042	1,690	0	1,538	0	513	0	0
SUM 2042	1,690	0	1,538	0	513	0	0
WIN 2042	1,690	0	1,538	0	513	0	0
SPR 2043	1,690	0	1,538	0	513	0	0
SUM 2043	1,690	0	1,538	0	513	0	0
WIN 2043	1,690	0	1,538	0	513	0	0
SPR 2044	1,690	0	1,538	0	513	0	0
SUM 2044	1,690	0	1,538	0	513	0	0
WIN 2044	1,690	0	1,538	0	513	0	0
SPR 2045	1,690	0	1,538	0	513	0	0
SUM 2045	1,690	0	1,538	0	513	0	0
WIN 2045	1,690	0	1,538	0	513	0	0
SPR 2046	1,690	0	1,538	0	513	0	0
SUM 2046	1,690	0	1,538	0	513	0	0
WIN 2046	1,690	0	1,538	0	513	0	0
SPR 2047	1,690	0	1,538	0	513	0	0
SUM 2047	1,690	0	1,538	0	513	0	0
WIN 2047	1,690	0	1,538	0	513	0	0
SPR 2048	1,690	0	1,538	0	513	0	0
SUM 2048	1,690	0	1,538	0	513	0	0
WIN 2048	1,690	0	1,538	0	513	0	0
SPR 2049	1,690	0	1,538	0	513	0	0
SUM 2049	1,690	0	1,538	0	513	0	0
WIN 2049	1,690	0	1,538	0	513	0	0
SPR 2050	1,690	0	1,538	0	513	0	0
SUM 2050	1,690	0	1,538	0	513	0	0
WIN 2050	1,690	0	1,538	0	513	0	0
SPR 2051	1,690	0	1,538	0	513	0	0
SUM 2051	1,690	0	1,538	0	513	0	0
WIN 2051	1,690	0	1,538	0	513	0	0
SPR 2052	1,690	0	1,538	0	513	0	0
SUM 2052	1,690	0	1,538	0	513	0	0
WIN 2052	1,690	0	1,538	0	513	0	0
SPR 2053	1,690	0	1,538	0	513	0	0
SUM 2053	1,690	0	1,538	0	513	0	0
WIN 2053	1,690	0	1,538	0	513	0	0
SPR 2054	1,690	0	1,538	0	513	0	0
SUM 2054	1,690	0	1,538	0	513	0	0
WIN 2054	1,690	0	1,538	0	513	0	0
SPR 2055	1,690	0	1,538	0	513	0	0
SUM 2055	1,690	0	1,538	0	513	0	0
WIN 2055	1,690	0	1,538	0	513	0	0
SPR 2056	1,690	0	1,538	0	513	0	0
SUM 2056	1,690	0	1,538	0	513	0	0
WIN 2056	1,690	0	1,538	0	513	0	0
SPR 2057	1,690	0	1,538	0	513	0	0
SUM 2057	1,690	0	1,538	0	513	0	0
WIN 2057	1,690	0	1,538	0	513	0	0
SPR 2058	1,690	0	1,538	0	513	0	0
SUM 2058	1,690	0	1,538	0	513	0	0
WIN 2058	1,690	0	1,538	0	513	0	0
SPR 2059	1,690	0	1,538	0	513	0	0
SUM 2059	1,690	0	1,538	0	513	0	0
WIN 2059	1,690	0	1,538	0	513	0	0
SPR 2060	1,690	0	1,538	0	513	0	0
SUM 2060	1,690	0	1,538	0	513	0	0
WIN 2060	1,690	0	1,538	0	513	0	0
SPR 2061	1,690	0	1,538	0	513	0	0

SUM 2061	1,690	0	1,538	0	513	0	0
WIN 2061	1,690	0	1,538	0	513	0	0
SPR 2062	1,690	0	1,538	0	513	0	0
SUM 2062	1,690	0	1,538	0	513	0	0
WIN 2002	1,690	0	1,538	0	513	0	0
SPR 2063	1,690	0	1,538	0	513	0	0
SUM 2063	1,690	0	1,538	0	513	0	0
WIN 2063	1,690	0	1,538	0	513	0	0
SPR 2064	1,690	0	1,538	0	513	0	0
SUM 2064	1,690	0	1,538	0	513	0	0
WIN 2064	1,690	0	1,538	0	513	0	0
SPR 2065	1,690	0	1,538	0	513	0	0
SUM 2065	1,690	0	1,538	0	513	0	0
WIN 2065	1,690	0	1,538	0	513	0	0
SPR 2066	1,690	0	1,538	0	513	0	0
SUM 2066	1,690	0	1,538	0	513	0	0
WIN 2066	1,690	0	1,538	0	513	0	0
SPR 2067	1,690	0	1,538	0	513	0	0
SUM 2067	1,690	0	1,538	0	513	0	0
WIN 2067	1,690	0	1,538	0	513	0	0
SPR 2068	1,690	0	1,538	0	513	0	0
SUM 2068	1,690	0	1,538	0	513	0	0
WIN 2068	1,690	0	1,538	0	513	0	0
SPR 2069	1,690	0	1,538	0	513	0	0
SUM 2069	1,690	0	1,538	0	513	0	0
WIN 2069	1,690	0	1,538	0	513	0	0
SPR 2070	1,690	0	1,538	0	513	0	0
SUM 2070	1,690	0	1,538	0	513	0	0
WIN 2070	1,690	0	1,538	0	513	0	0
SPR 2071	1,690	0	1,538	0	513	0	0
SUM 2071	1,690	0	1,538	0	513	0	0
WIN 2071	1,690	0	1,538	0	513	0	0
SPR 2072	1,690	0	1,538	0	513	0	0
SUM 2072	1,690	0	1,538	0	513	0	0
WIN 2072	1,690	0	1,538	0	513	0	0
SPR 2073	1,690	0	1,538	0	513	0	0
SUM 2073	1,690	0	1,538	0	513	0	0
WIN 2073	1,690	0	1,538	0	513	0	0
SPR 2074	1,690	0	1,538	0	513	0	0
SUM 2074	1,690	0	1,538	0	513	0	0
WIN 2074	1,690	0	1,538	0	513	0	0
SPR 2075	1,690	0	1,538	0	513	0	0
SUM 2075	1,690	0	1,538	0	513	0	0
WIN 2075	1,690	0	1,538	0	513	0	0
SPR 2076	1,690	0	1,538	0	513	0	0
SUM 2076	1,690	0	1,538	0	513	0	0
WIN 2076	1,690	0	1,538	0	513	0	0
SPR 2077	1,690	0	1,538	0	513	0	0
SUM 2077	1,690	0	1,538	0	513	0	0
WIN 2077	1,690	0	1,538	0	513	0	0
SPR 2078	1,690	0	1,538	0	513	0	0
SUM 2078	1,690	0	1,538	0	513	0	0
WIN 2078	1,690	0	1,538	0	513	0	0
SPR 2079	1,690	0	1,538	0	513	0	0
SUM 2079	1,690	0	1,538	0	513	0	0
WIN 2079	1,690	0	1,538	0	513	0	0
SPR 2080	1,690	0	1,538	0	513	0	0
SUM 2080	1,690	0	1,538	0	513	0	0
WIN 2080	1,690	0	1,538	0	513	0	0
SPR 2081	1,690	0	1,538	0	513	0	0
SUM 2081	1,690	0	1,538	0	513	0	0
WIN 2081	1,690	0	1,538	0	513	0	0
SPR 2082	1,690	0	1,538	0	513	0	0
SUM 2082	1,690	0	1,538	0	513	0	0
WIN 2082	1,690	0	1,538	0	513	0	0
SPR 2083	1,690	0	1,538	0	513	0	0
SUM 2083	1,690	0	1,538	0	513	0	0
WIN 2083	1,690	0	1,538	0	513	0	0
SPR 2084	1,690	0	1,538	0	513	0	0
SUM 2084	1,690	0	1,538	0	513	0	0
WIN 2084	1,690	0	1,538	0	513	0	0
SPR 2085	1,690	0	1,538	0	513	0	0
SUM 2085	1,690	0	1,538	0	513	0	0
WIN 2085	1,690	0	1,538	0	513	0	0

SPR 2086	1,690	0	1,538	0	513	0	0
SUM 2086	1,690	0	1,538	0	513	0	0
WIN 2086	1,690	0	1,538	0	513	0	0
SPR 2087	1,690	0	1,538	0	513	0	0
SUM 2087	1,690	0	1,538	0	513	0	0
WIN 2087	1,690	0	1,538	0	513	0	0
SPR 2088	1,690	0	1,538	0	513	0	0
SUM 2088	1,690	0	1,538	0	513	0	0
WIN 2088	1,690	0	1,538	0	513	0	0
SPR 2089	1,690	0	1,538	0	513	0	0
SUM 2089	1,690	0	1,538	0	513	0	0
WIN 2089	1,690	0	1,538	0	513	0	0
SPR 2090	1,690	0	1,538	0	513	0	0
SUM 2090	1,690	0	1,538	0	513	0	0
WIN 2090	1,690	0	1,538	0	513	0	0
SPR 2091	1,690	0	1,538	0	513	0	0
SUM 2091	1,690	0	1,538	0	513	0	0
WIN 2091	1,690	0	1,538	0	513	0	0
SPR 2092	1,690	0	1,538	0	513	0	0
SUM 2092	1,690	0	1,538	0	513	0	0
WIN 2092	1,690	0	1,538	0	513	0	0
SPR 2093	1,690	0	1,538	0	513	0	0
SUM 2093	1,690	0	1,538	0	513	0	0
WIN 2093	1,690	0	1,538	0	513	0	0
SPR 2094	1,690	0	1,538	0	513	0	0
SUM 2094	1,690	0	1,538	0	513	0	0
WIN 2094	1,690	0	1,538	0	513	0	0
SPR 2095	1,690	0	1,538	0	513	0	0
SUM 2095	1,690	0	1,538	0	513	0	0
WIN 2095	1,690	0	1,538	0	513	0	0
SPR 2096	1,690	0	1,538	0	513	0	0
SUM 2096	1,690	0	1,538	0	513	0	0
WIN 2096	1,690	0	1,538	0	513	0	0
SPR 2097	1,690	0	1,538	0	513	0	0
SUM 2097	1,690	0	1,538	0	513	0	0
WIN 2097	1,690	0	1,538	0	513	0	0
SPR 2098	1,690	0	1,538	0	513	0	0
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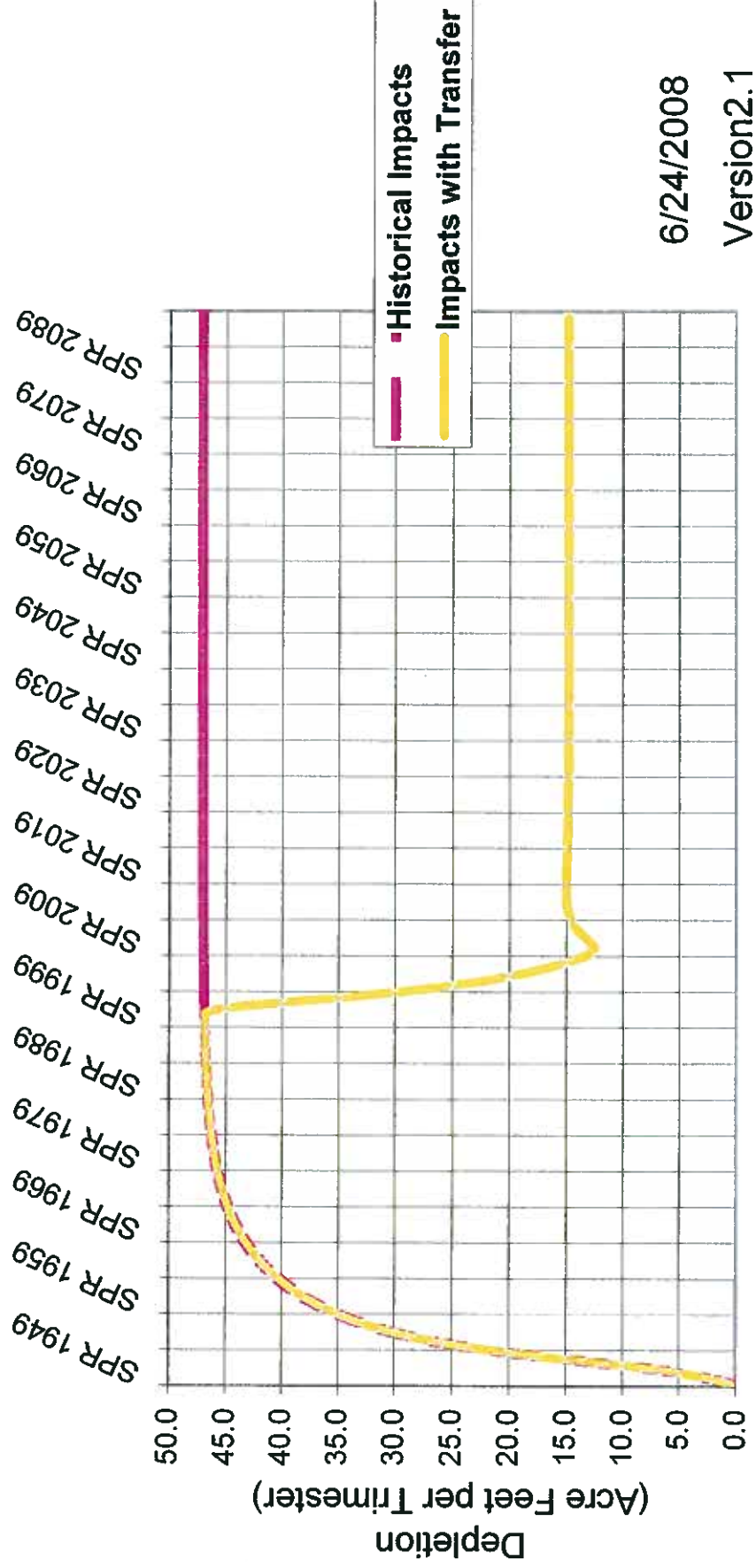
Hydrologic Response--Ashton to Rexburg

Customer Name: Am Falls 1 Transfer No: 29-



6/24/2008
Version 2.1

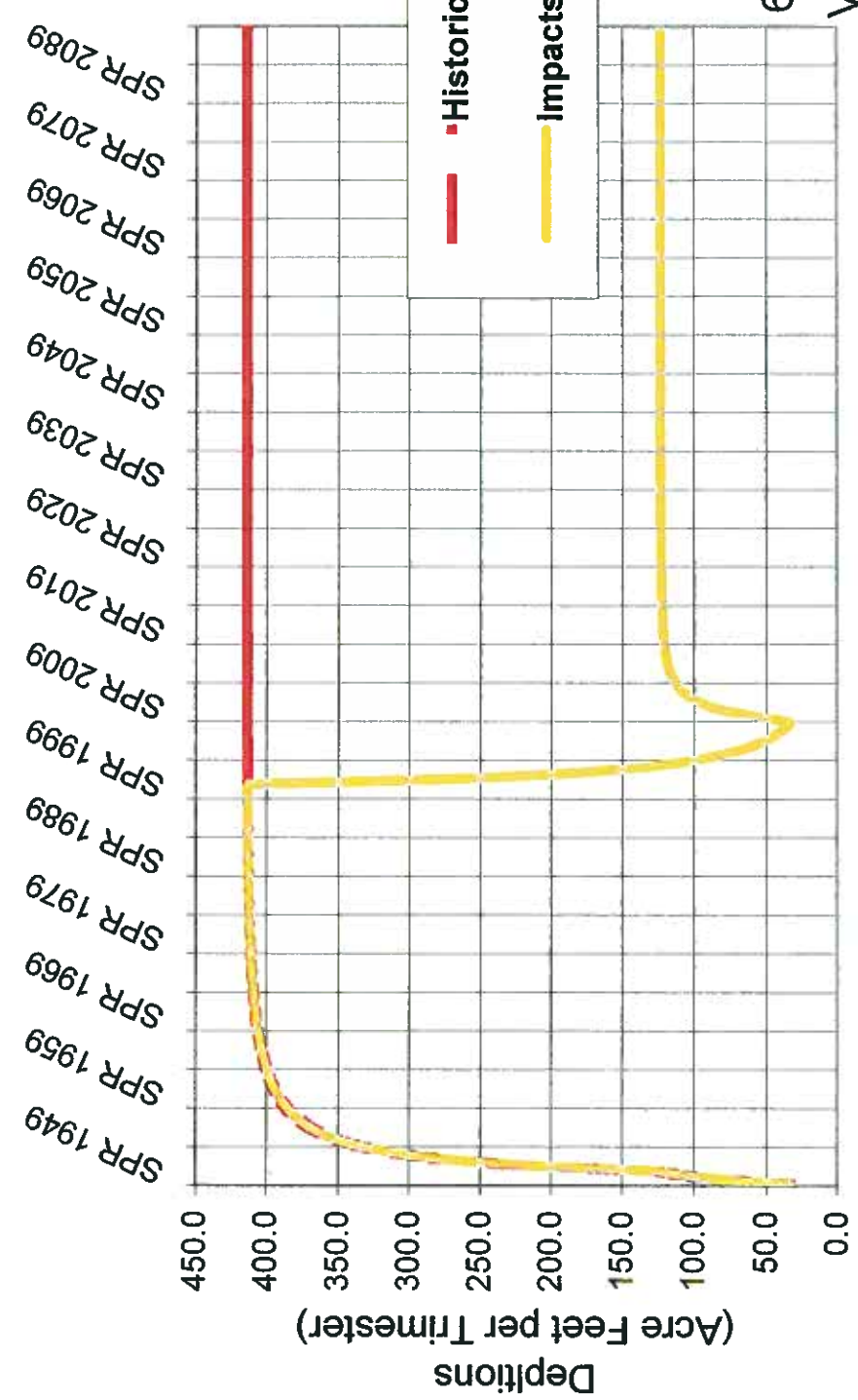
Hydrologic Response--Heise to Shelley
Customer Name:Am Falls 1 **Transfer No: 29-**



6/24/2008
Version2.1

25147

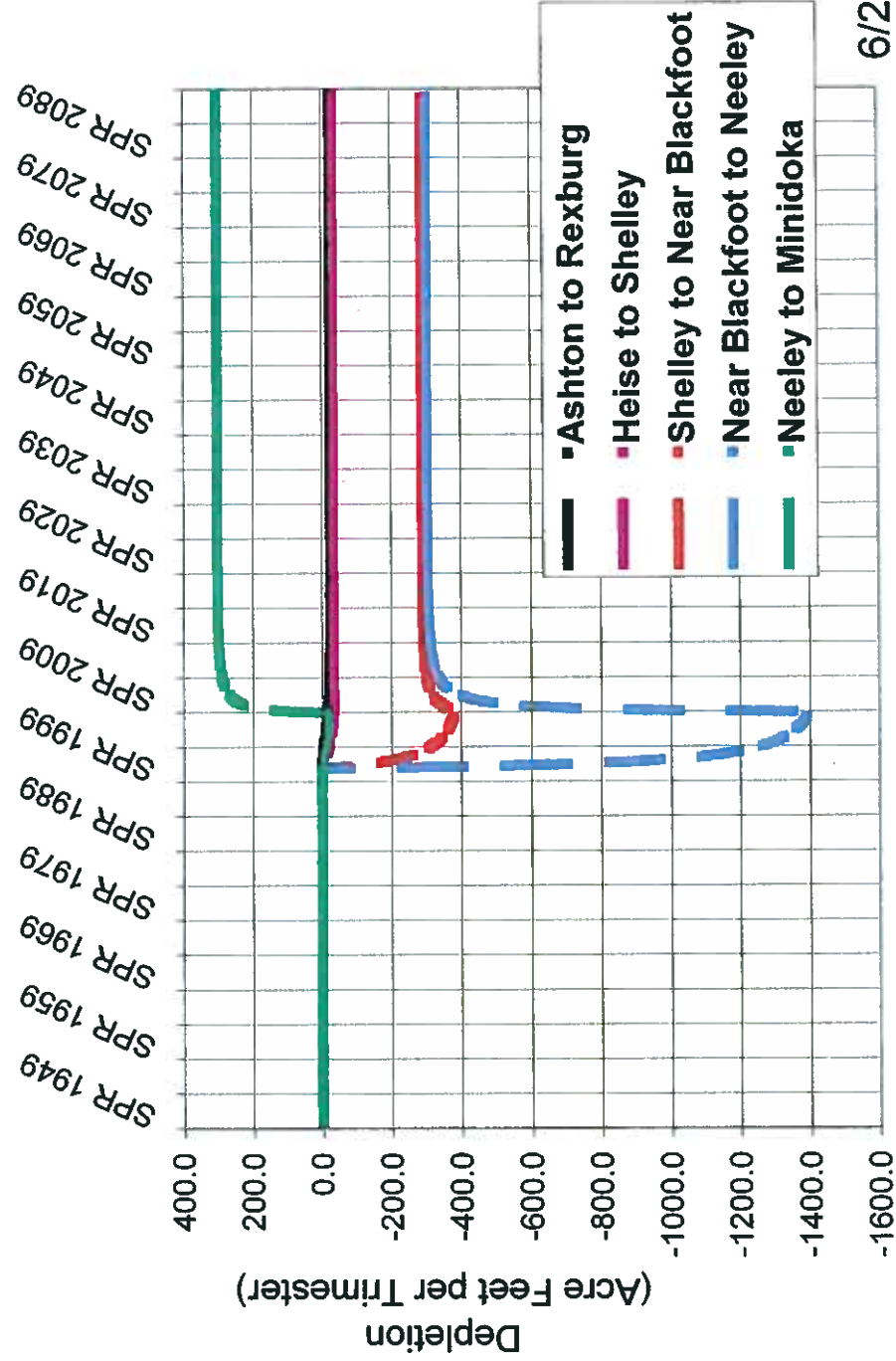
Hydrologic Response--Shelley to Near Blackfoot Customer Name: Am Falls 1 Transfer No: 29-



6/24/2008
 Version 2.1

75147

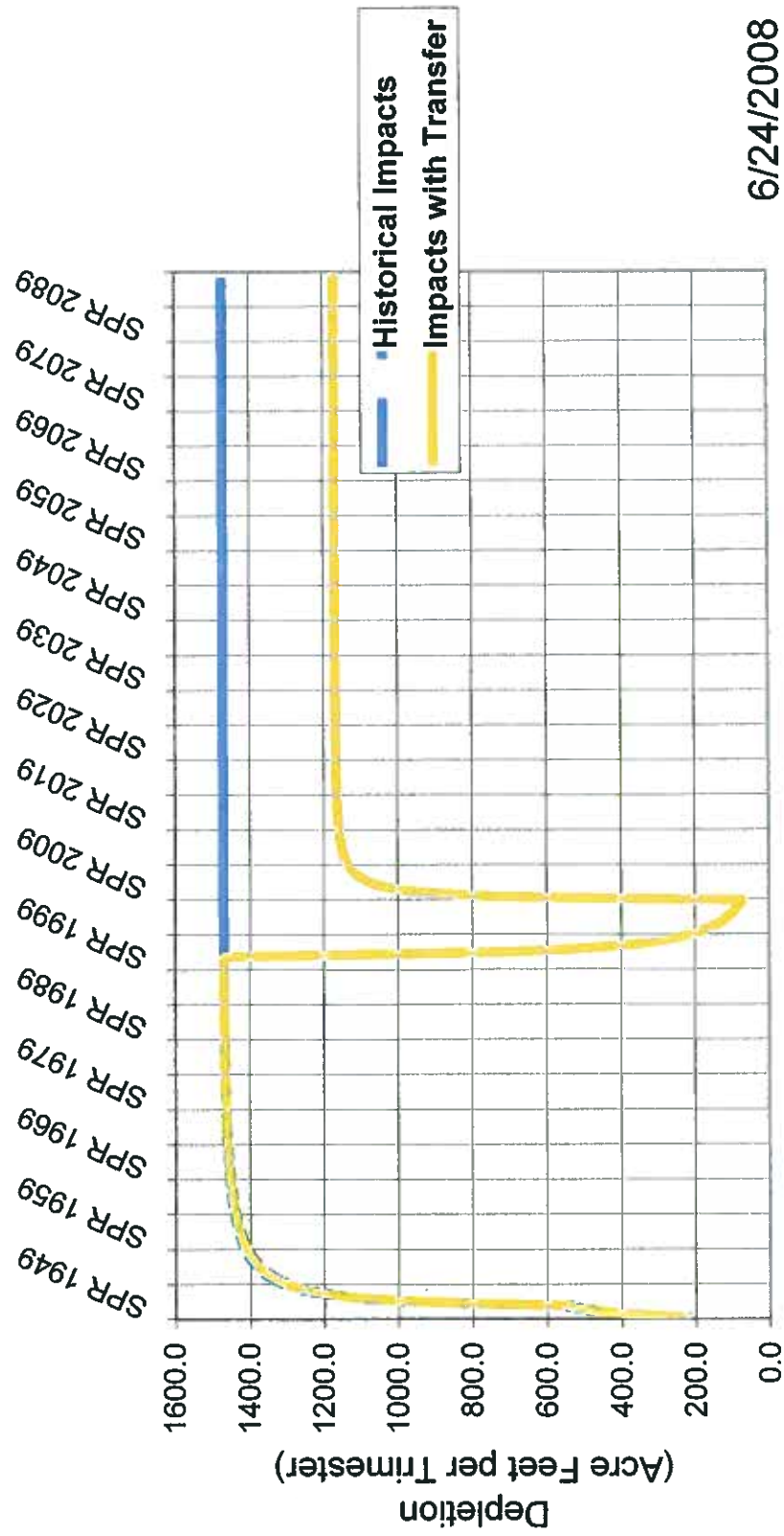
Net Transfer Effect Above Milner **(Total Effect With Transfer - Total Effect Without Transfer)**



6/24/2008

Version 2.1

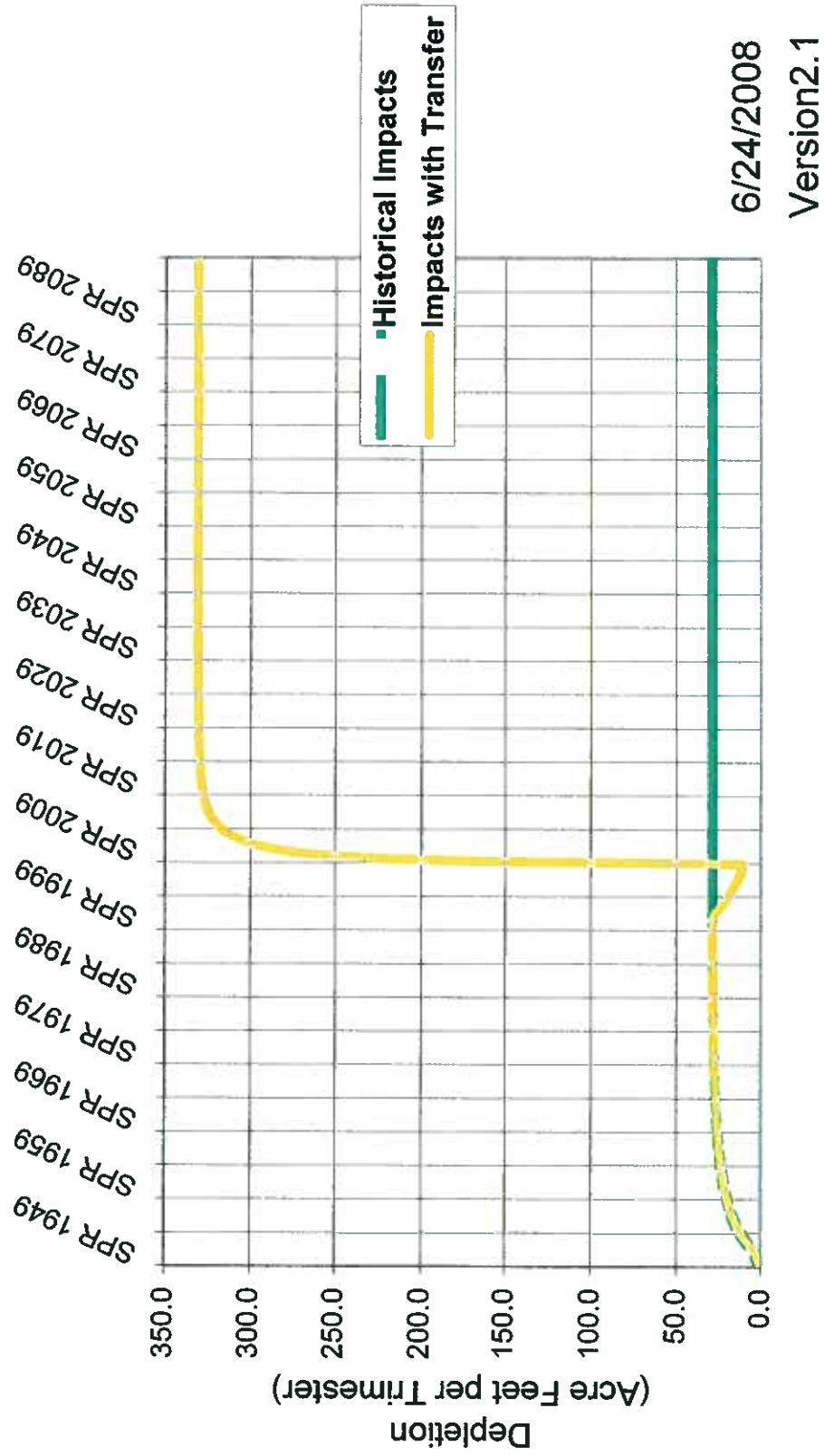
Hydrologic Response-- Near Blackfoot to Neeley Customer Name: Am Falls 1 Transfer No: 29-



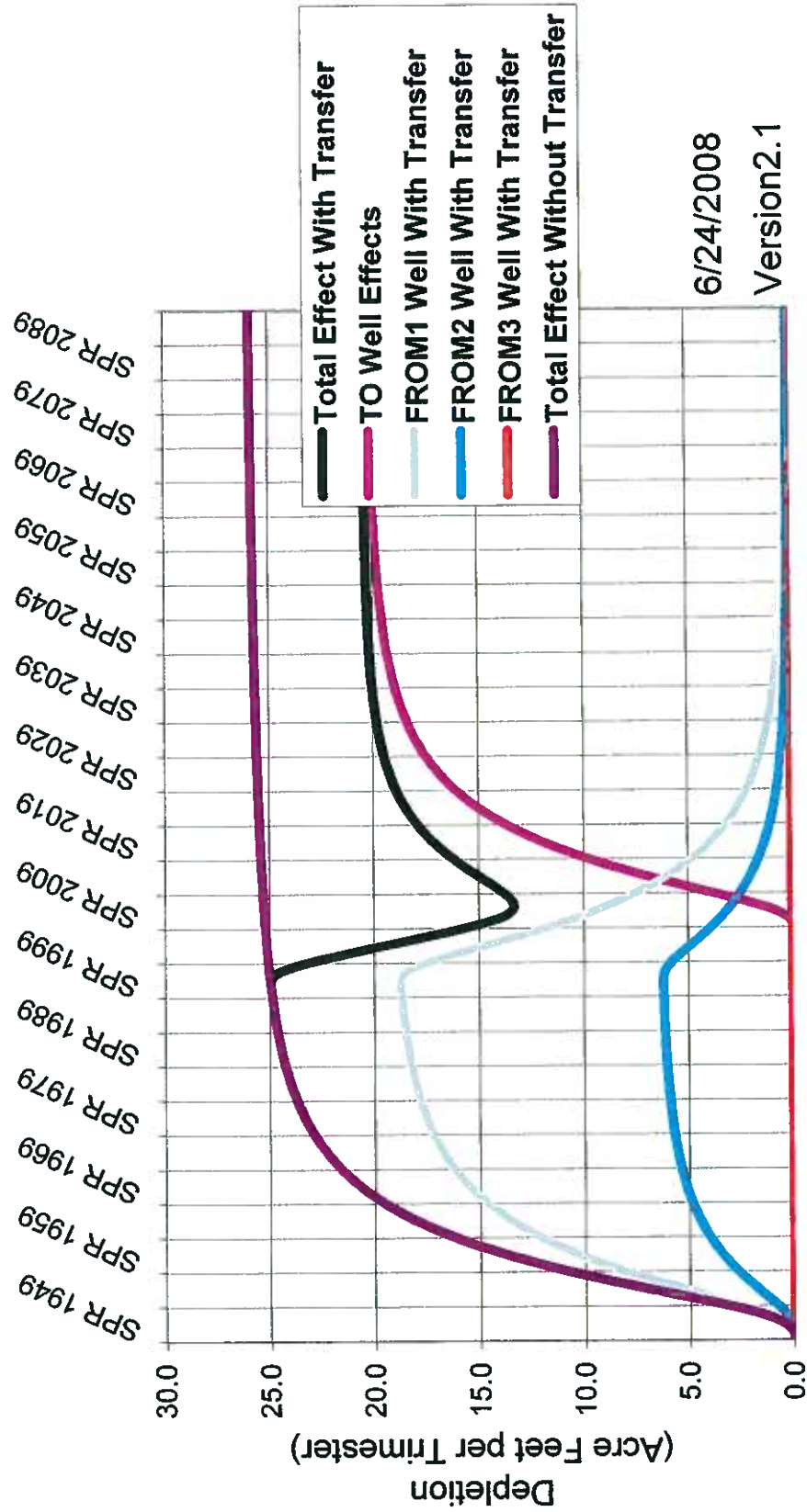
6/24/2008
 Version 2.1

Hydrologic Response-- Neeley to Minidoka

Customer Name: Am Falls 1 Transfer No: 29-

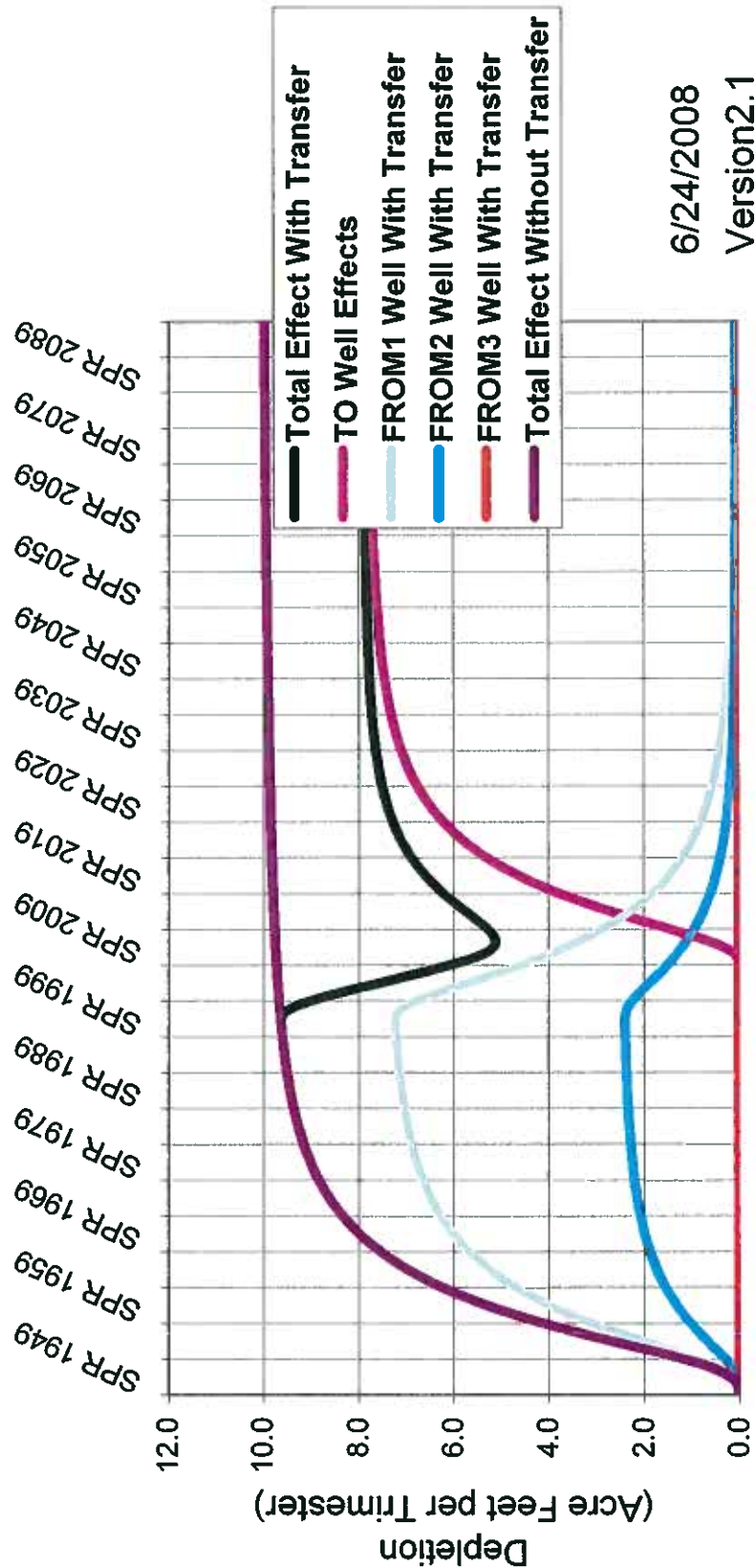


Hydrologic Response--Devil's Washbowl to Buhl Customer NameAm Falls 1 Transfer No: 29-



6/24/2008
 Version2.1

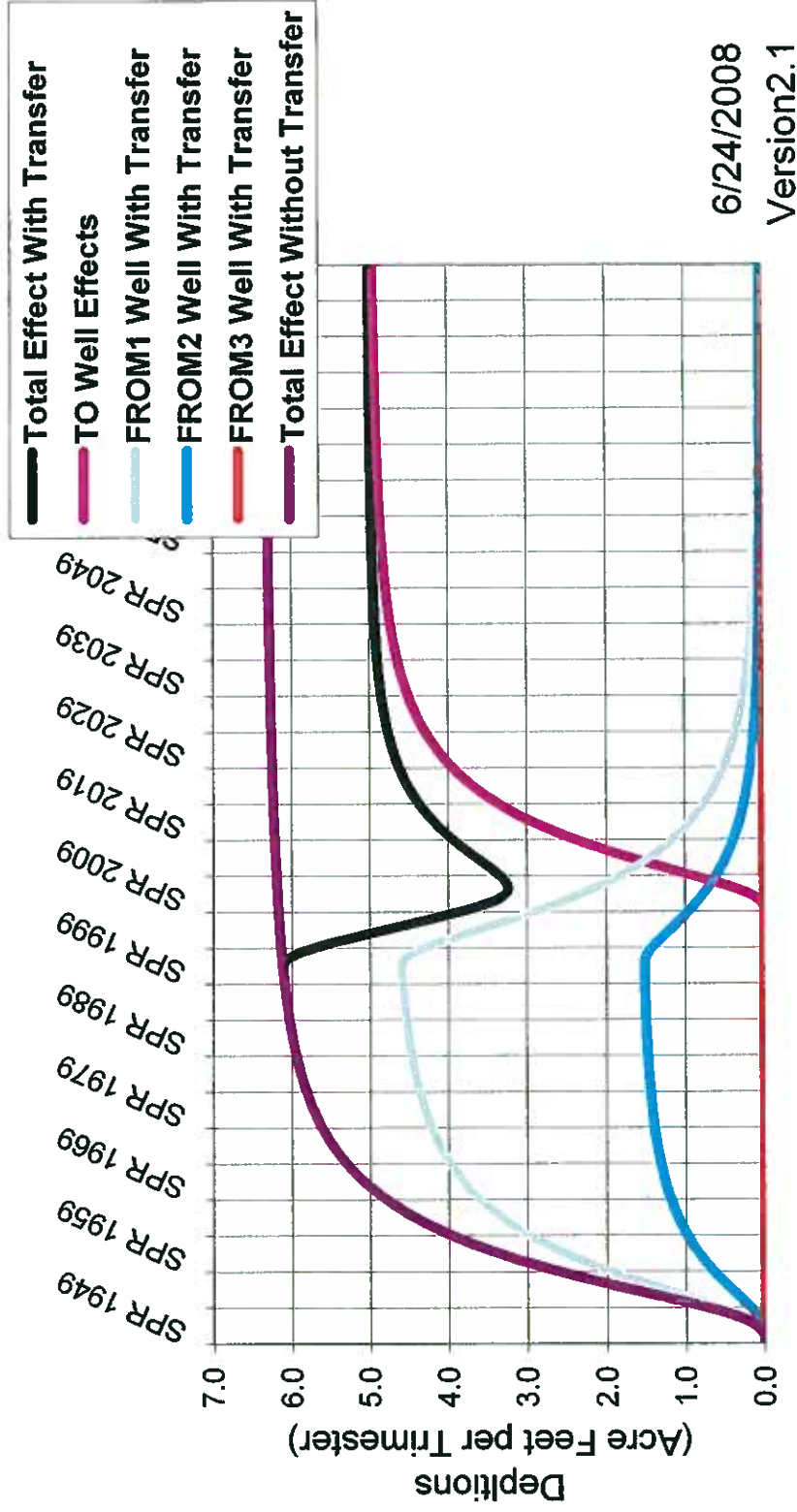
Hydrologic Response--Buhl to Thousand Springs Customer Name:Am Falls 1 Transfer No: 29-



6/24/2008
Version2.1

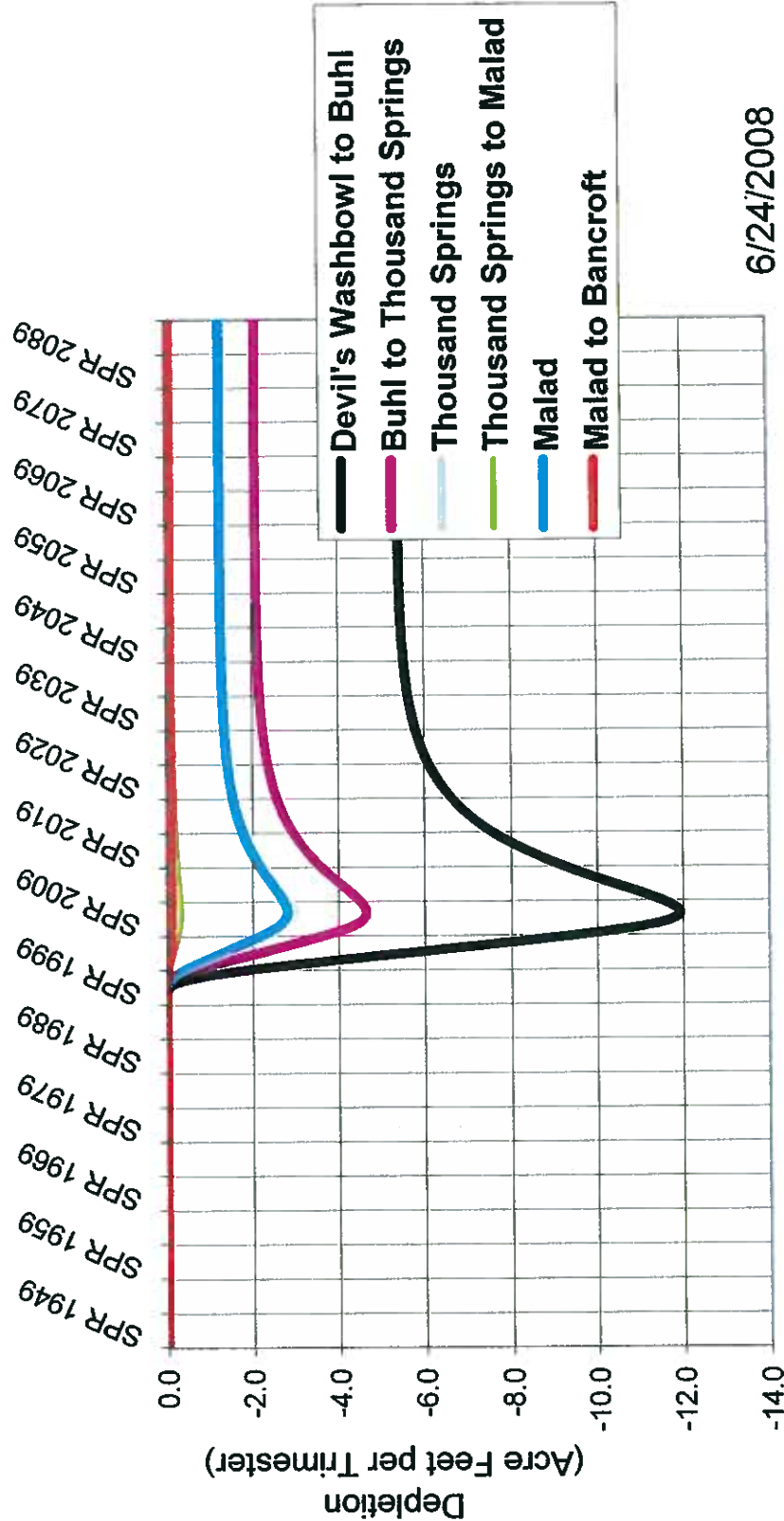
Hydrologic Response--Thousand Springs

Customer Name: Am Falls 1 Transfer No: 29-



75 14 7

Net Transfer Effect Below Milner **(Total Effect With Transfer - Total Effect Without Transfer)**



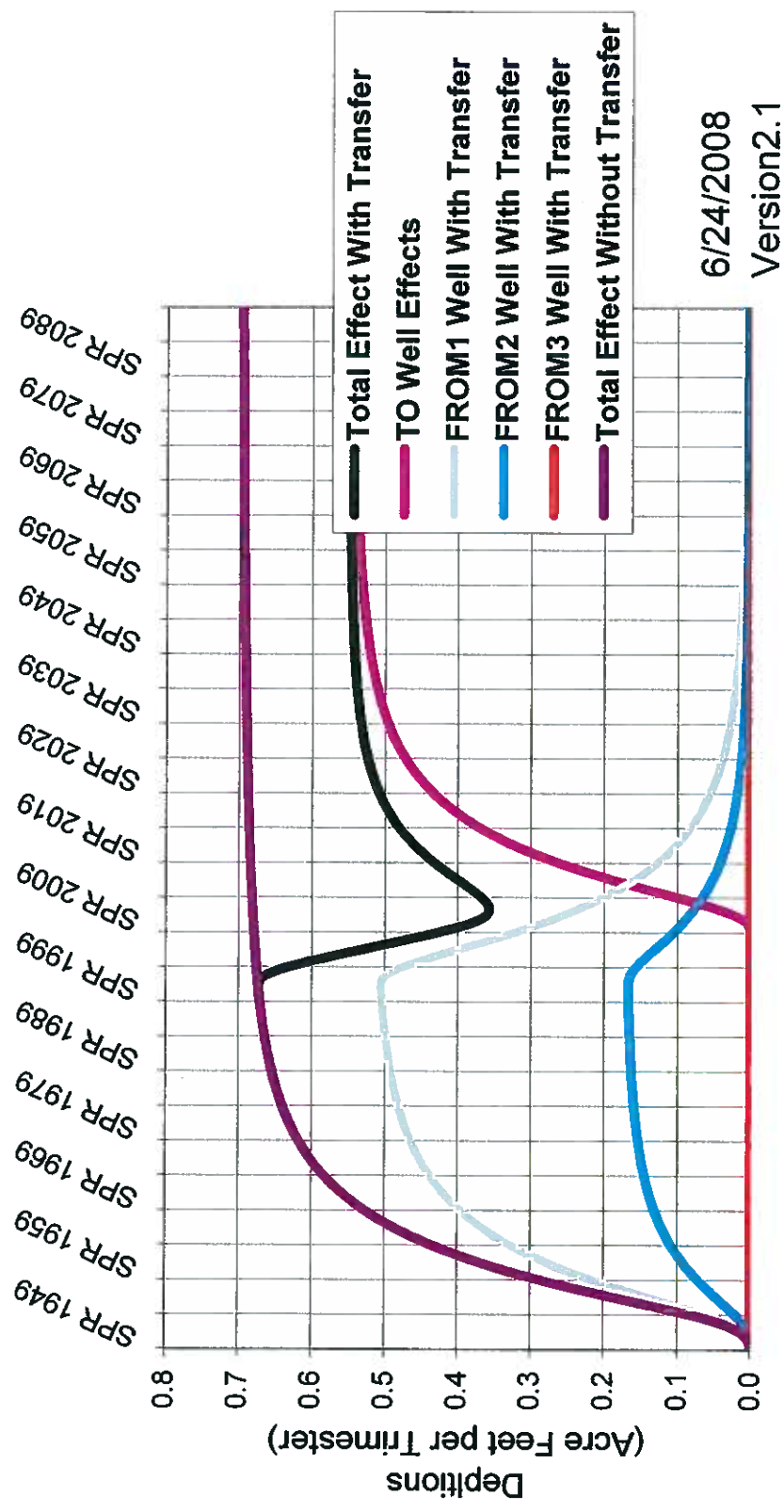
6/24/2008

Version 2.1

Customer Name: Am Falls 1

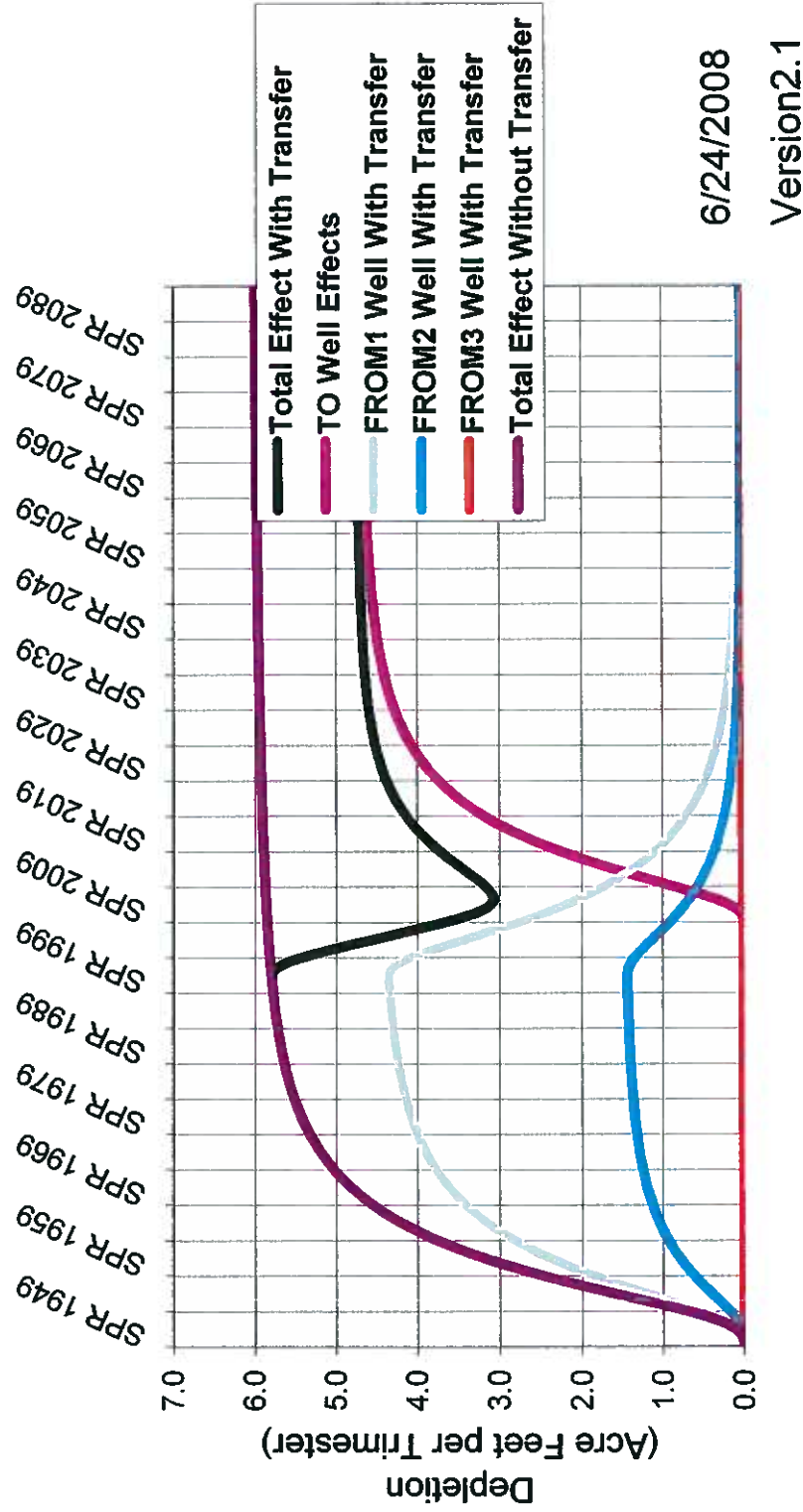
Transfer No: 29-

Hydrologic Response--Thousand Springs to Malad Customer Name: Am Falls 1 Transfer No: 29-

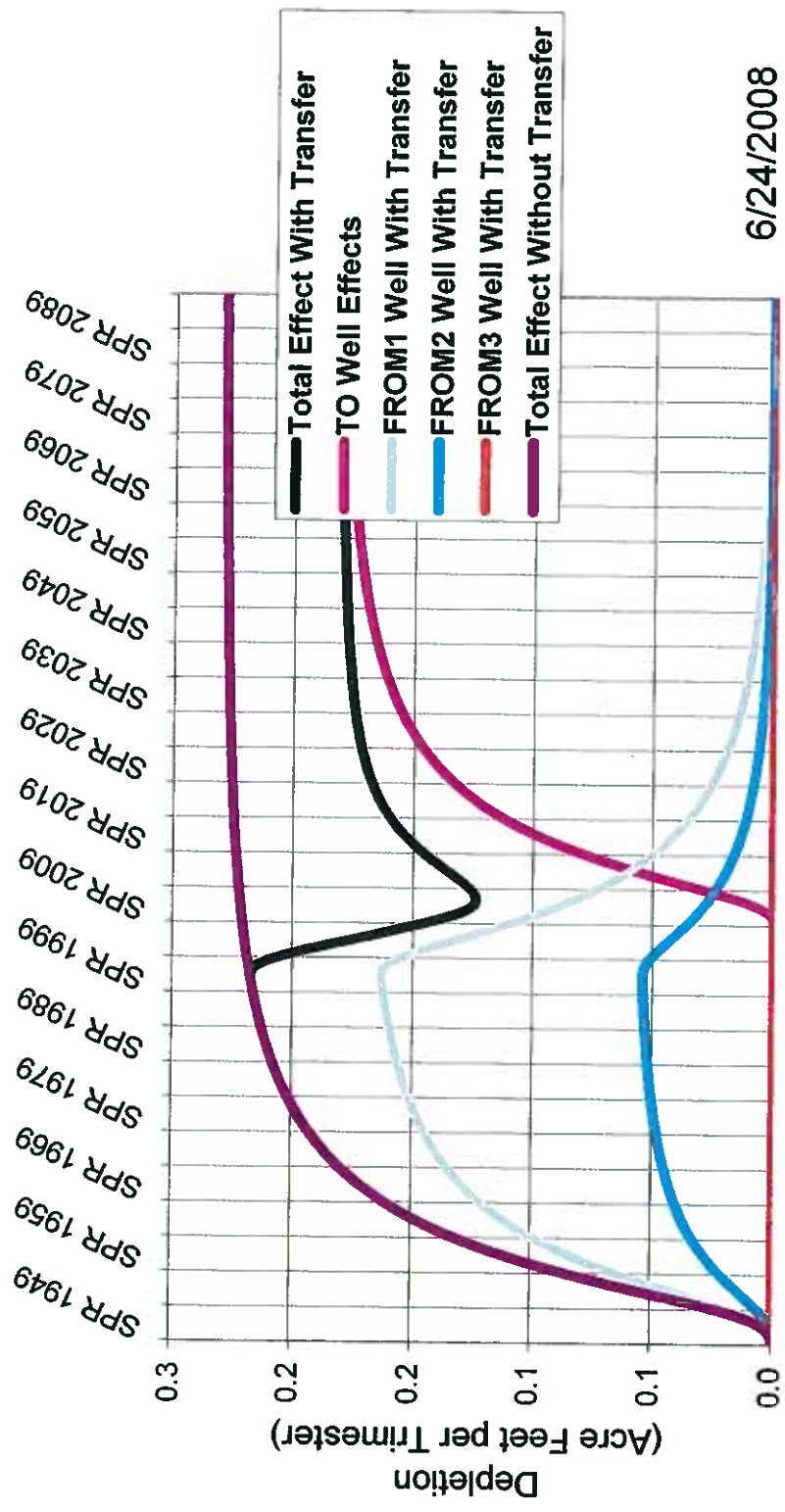


6/24/2008
 Version 2.1

Hydrologic Response-- Malad
 Customer Name: Am Falls 1 Transfer No: 29-



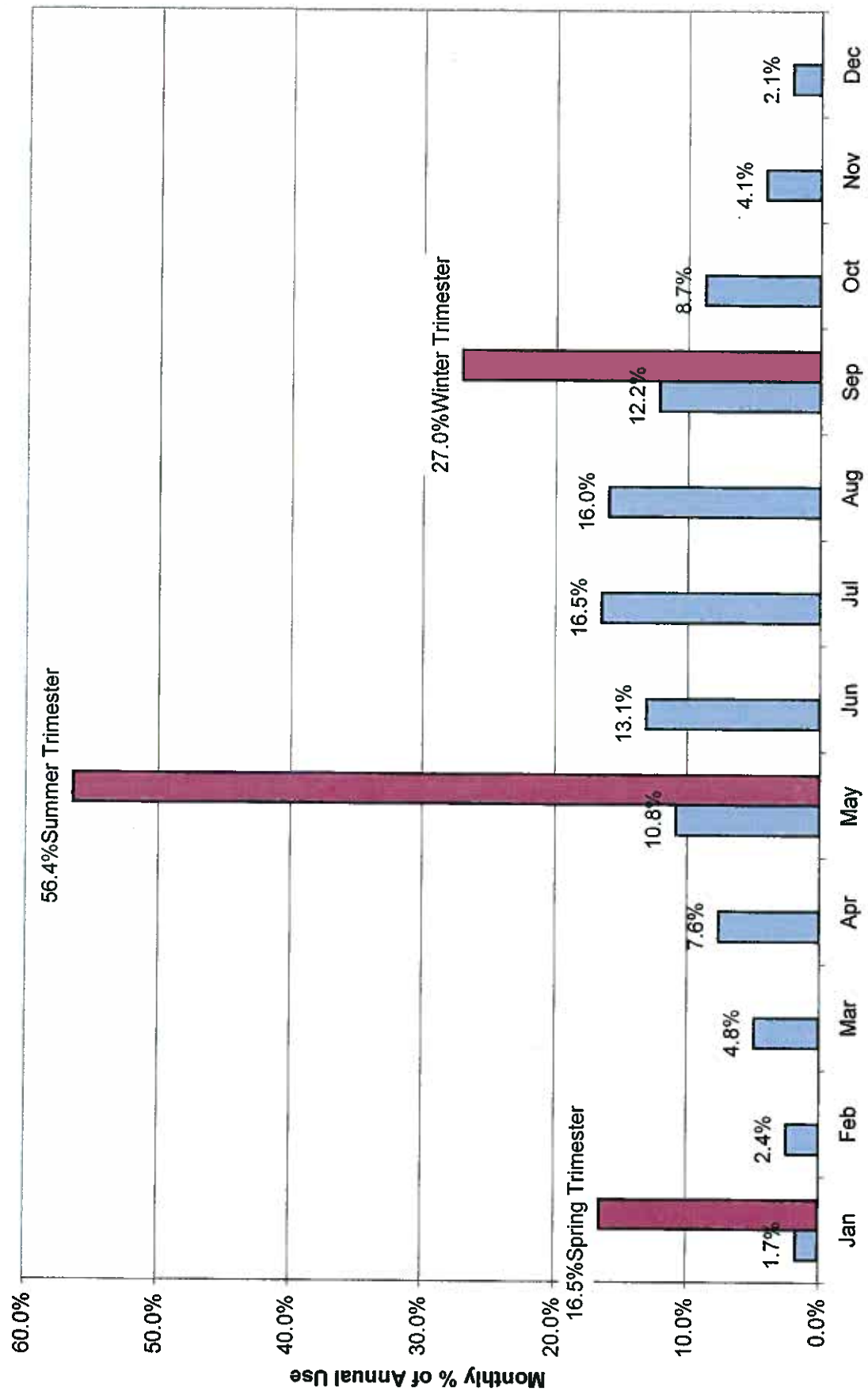
Hydrologic Response-- Malad to Bancroft
 Customer Name: Am Falls 1 Transfer No: 29-



6/24/2008

Version 2.1

SIE Facility Expected Seasonal Water Use Distribution



APPENDIX B
LOCAL WELL INTERFERENCE ANALYSIS

Well Interference Analysis SEI Well (American Falls)

Estimated Well Drawdown

THEISwellintceb

C.E. BROCKWAY July 9, 2008 Brockway Engineering P.L.L.C.

AQUIFER PROPERTIES BASED ON LOCAL WELL PUMPING TESTS AND USBR GROUNDWATER MANUAL

EST. HOLE DIA. 18 INCHES

USING THEIS FORMULA $S=114.6 \cdot Q/T \cdot W(U)$

S= DRAWDOWN IN FT

Q= PUMPING RATE GPM

T= COEFFICIENT OF TRANSMISSIBILITY GPD/FT

W(U)= WELL FUNCTION OF 'U'

$W(U) = -0.5772 - \text{LOG} eU + U - U^2/(2 \cdot 2!) + U^3/(3 \cdot 3!) - U^4/(4 \cdot 4!) + \dots$

$U = 1.87 \cdot r^2 \cdot S / (T \cdot t)$

r= DISTANCE IN FT. FROM CENTER OF PUMPED WELL TO DRAWDOWN POINT

S= COEFFICIENT OF STORAGE

T= COEFFICIENT OF TRANSMISSIBILITY, GPD/FT

t= TIME SINCE PUMPING STARTED, DAYS

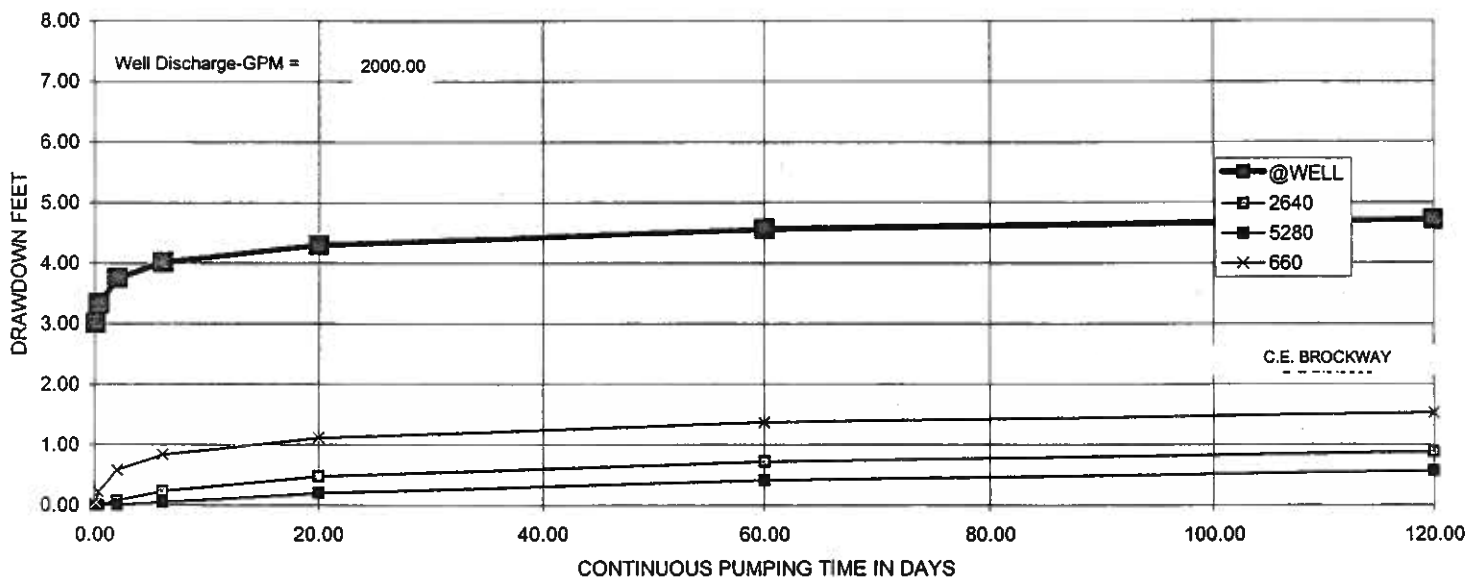
INPUT

r1= 0.8 FT K= 435.60 FT/DAY
 r2= 660 FT K= 0.0050417 CFS/FT^2
 r3= 2640 FT K= 3.25E+03 3PD/FT^2
 r4= 5280 FT SAT. DEPTH EST.= 300 FT
 r5= 5280 FT TRANSMISSIVITY= 974873 GPD/FT
 S= 0.12 TRANSMISSIVITY= 1.51E+00 FT^2/SEC
 T= 974873 GPD/FT TRANSMISSIVITY= 130330.6 FT^2/DAY
 Q/WELL 2000.00 GPM = 4.456 CFS

TIME	TIME	U	WELL	DRAW	SPEC.	U	WELL	DRAW	U	WELL	DRAW	U	WELL	DRAW
HOURS	DAYS	w/r1	FUNCT.	DOWN	CAP	W/r2	FUNCT.	DOWN @	W/r3	FUNCT.	DOWN @	W/r4	FUNCT.	DOWN @
		0.75	W(U)1	@WELL	GPM/FT	660	W(U)2	660	2640	W(U)3	2640	5280	W(U)4	5280
2	0.08	1.554E-06	12.7976	3.01	665	1.203E+00	0.1576	0.04	1.925E+01	0.0000	0.00	7.701E+01	0.0000	0.00
8	0.33	3.884E-07	14.1839	3.33	600	3.008E-01	0.9037	0.21	4.813E+00	0.0000	0.00	1.925E+01	0.0000	0.00
48	2.00	6.474E-08	15.9757	3.76	532	5.013E-02	2.4654	0.58	8.021E-01	0.3094	0.07	3.209E+00	0.0094	0.00
144	6.00	2.158E-08	17.0743	4.01	498	1.671E-02	3.5311	0.83	2.674E-01	0.9924	0.23	1.070E+00	0.1955	0.05
480	20.00	6.474E-09	18.2783	4.30	465	5.013E-03	4.7234	1.11	8.021E-02	2.0245	0.48	3.209E-01	0.8564	0.20
1440	60.00	2.158E-09	19.3769	4.56	439	1.671E-03	5.8187	1.37	2.674E-02	3.0710	0.72	1.070E-01	1.7623	0.41
2880	120.00	1.079E-09	20.0700	4.72	424	8.356E-04	6.5110	1.53	1.337E-02	3.7509	0.88	5.348E-02	2.4041	0.57

HOURS	DAYS	@WELL	660	2640	5280	DISTANCE FEET
0	0.00	0	0	0	0	
2	0.08	-3.01	-0.04	0.00	0.00	
8	0.33	-3.33	-0.21	0.00	0.00	
48	2.00	-3.76	-0.58	-0.07	0.00	
144	6.00	-4.01	-0.83	-0.23	-0.05	
480	20.00	-4.30	-1.11	-0.48	-0.20	
1440	60.00	-4.56	-1.37	-0.72	-0.41	
2880	120.00	-4.72	-1.53	-0.88	-0.57	

ESTIMATED DRAWDOWN FROM SIE WELL



SIE Estimate of Hydraulic Conductivity

Data from IDWR well data base

Well	Construction Date	Use	Casing dia	Casing Depth	WellDepth	GPM	Hours	SWL	Pump level	Drawdown	Specific Capacity					
1	BOWLER RANCHES INC	3/16/1991	Irrigation	08S	30E	19	NENW	18	14	570	4000	3	205	236	31	129.0
2	CHANNEL LAKE CATTLE	6/21/1963	Stockwater	08S	30E	30	SWNW	-	-	230	-	-	192	-	-	-
3	ART KRESS & SONS INC	2/15/1988	Irrigation	08S	30E	20	NWSW	18	18	410	2800	2	196	332	136	20.6
4	HULET, JAY H	5/7/1954	Irrigation	07S	30E	14	NWNW	16	12	280	1800	1.5	98	102	4	450.0
5	Clarence Gohl	4/12/1976	Irrigation	07S	30E	15	SWNE	16	14	570	-	-	131	-	-	-
6	Clarence Gohl	2/12/1973	Irrigation	07S	30E	15	SENW	16	14	559	-	-	142	-	-	-
7	Gary Theide	3/28/1977	Irrigation	07S	30E	18	SENW	20	16	300	-	-	272	-	-	-
8	Melvin Funk	4/30/1970	Irrigation	07S	30E	19	SENE	14	14	435	435	-	337	-	-	-
9	Melvin Funk	5/12/1981	Irrigation	07S	30E	20	NWSW	20	20	26	395	-	284	-	-	-
10	Emil Bzuet	3/20/1961	Irrigation	07S	30E	20	NESE	18	18	35	1500	-	234	NA	-	-
11	Joe Allen	3/9/1979	Irrigation	07S	30E	21	NWSW	-	-	260	-	-	216	-	-	-
12	Joe Allen	12/15/1973	Irrigation	07S	30E	21	SESW	16	16	420	673	-	185	-	-	-
13	William McLaughlin	9/15/1974	Irrigation	07S	30E	21	SWNW	14	10	625	640	-	211	-	-	-
14	Mark Feinger	3/1/1972	Irrigation	07S	30E	21	NWSE	20	14	385	385	-	178	-	-	-
15	Joe Allen	5/3/1979	Irrigation	07S	30E	21	SESE	16	14	303	403	-	192	-	-	-
16	Edward Rast	4/4/1966	Irrigation	07S	30E	22	SWNE	18	16	179	179	-	146	-	-	-
17	Clarence Gohl	6/4/1979	Irrigation	07S	30E	22	NWNW	16	12	360	360	-	156	-	-	-
18	Clarence Gohl	1/28/1973	Irrigation	07S	30E	22	SWNE	16	14	348	348	-	147	-	-	-
19	Clarence Gohl	3/3/1973	Irrigation	07S	30E	22	NWNW	18	18	20	190	-	156	-	-	-
20	Joe Allen	3/30/1975	Irrigation	07S	30E	28	NWNE	18	12	423	423	-	216	-	-	-
21	Leroy Zimmerman	4/1/1973	Irrigation	07S	30E	30	NWSW	20	10	445	445	-	203	-	-	-
22	Whitnah Ranches Inc	6/3/2003	Irrigation	07S	30E	33	NWNW	16	14	680	681	-	190	-	-	-
23	WADA, ALBERT T	6/5/1991	Irrigation	07S	30E	34	NENE	18	14	363	415	2	58	90	32	62.5
24	LAMB WESTON INC	8/15/1960	Industrial	07S	30E	35	SWSW	16	14	208	220	8	74	84	10	300.0
25	LAMB WESTON INC	8/14/1961	Industrial	07S	30E	35	NWSW	18	16	224	321	4	76	78.5	2.5	1094.4
											Average		342.8		342.8	
											Avg 23-25		485.6		485.6	

Estimate of Hydraulic Conductivity ft/day
Thomasson Equation

$K = 267 \times \text{Specific Capacity}$

Theis Estimate

$K = T = 0.134 \times C \times F \times (1,300 - 264 \times \log S) \times 264 \times \log(t)$

$T = \text{Transmissivity ft}^2/\text{day}$

$0.134 = \text{Constant to convert gallons per foot/day to feet}^2/\text{day}$

$C = \text{Specific capacity of pumped well, gpm/ft of drawdown}$

$F = \text{Factor to adjust for well radius and degree of well development (1.0 for 6-in}$

$0.9 \text{ for 8 in. radius, and } 0.8 \text{ for } 10 \text{ in radius wells})$

$S = \text{Specific yield} \rightarrow 0.2 \text{ (Johnson 1967) was used as an average value for coarse alluvial materials}$

$t = \text{Pumping time in days}$

APPENDIX C
SIE OWNERSHIP DOCUMENTS

OPTION AGREEMENT

COPY

This **OPTION AGREEMENT** (this "Option Agreement") is entered into effective as of March 1, 2007 (the "Effective Date"), by and between **Dave Bethke and Marla Bethke** (collectively, the "Optionor"), and **Southeast Idaho Energy LLC**, a Delaware limited liability company ("Optionee").

WITNESSETH:

1. **Grant of Option**

In consideration of the payments to be made pursuant to paragraph 2 hereof, the Optionor does hereby grant and give to the Optionee, and Optionee accepts, the sole right and exclusive option (the "Option") to purchase, upon the terms and conditions hereinafter set forth, that certain parcel of land situated within the American Falls heavy industrial zone in the State of Idaho, (the "Property"), as more particularly described in Exhibit A annexed hereto and incorporated herein by this reference. For purposes of this Option Agreement, the term "Property" shall not include the Farming Property (as defined below) or any canal irrigation water used in connection with the Property.

2. **Option Consideration**

As consideration for the granting of this Option (the "Option Consideration") Optionee shall pay to Optionor the following amounts:

<u>Period</u>	<u>Duration</u>	<u>Annual Payment</u>	<u>Quarterly Payment</u>
Initial Term	12 months	\$20,000.00	\$5,000.00
Extension Term	12 months	\$30,000.00	\$7,500.00

The total Option Consideration for the Initial Term (as defined below) is Twenty Thousand Dollars and no cents (\$20,000.00) which shall be paid in quarterly installments equal to Five Thousand Dollars and no cents (\$5,000.00) on the first day of each calendar quarter during the Initial Term. The total Option Consideration for the Extension Term (as defined below), if applicable, shall be Thirty Thousand Dollars and no cents (\$30,000.00) which shall be paid in quarterly installments equal to Seven Thousand Five Hundred Dollars and no cents (\$7,500.00) on the first day of each calendar quarter during such Extension Term. Except as otherwise set forth in this Option Agreement, it is expressly the intent of the parties that should the Option be exercised by Optionee as set forth in this paragraph 1, the payments described herein shall not be credited toward the Purchase Price (as defined below). It is further the intent of the parties that should the Optionee fail to exercise its Option, all sums paid hereunder shall be retained by Optionor, except as provided in paragraph 8 hereof.

3. **Term of Option; Termination**

(a) **Initial Term.** The initial term (the "Initial Term") of this Option Agreement shall commence on the Effective Date and shall expire at 12:01 a.m. on the date that is twelve (12) months from the Effective Date.

(b) **Extension Term.** Optionee shall have the right to extend the Initial Term for twelve (12) additional months (the "Extension Term") by delivering notice of such election to Optionor at least thirty (30) days prior to the expiration of the Initial Term. If Optionee exercises its option to extend the Initial Term as provided in this paragraph 3, Optionee shall pay the Option Consideration for the Extension Term as provided in paragraph 2 above. For clarity, if Optionee does not exercise its right to extend the Initial Term pursuant to this paragraph 3(b),

this Option Agreement shall terminate on the expiration of the Initial Term and Optionee shall have no obligation to pay any Option Consideration for the Extension Term.

(c) **Termination.** Optionee shall have the right to terminate this Option Agreement at any time by giving Optionor written notice pursuant to paragraph 10 below of its intent to terminate. Such notice shall designate a termination date of this Option Agreement, which date shall be at least thirty (30) days from the date of the notice. Upon such termination date, this Option Agreement shall be deemed null and void and the parties shall have no further obligations or liabilities hereunder, including but not limited to Optionee's obligations to make payments pursuant to paragraph 2 above.

4. **Exercise of Option**

Optionee may exercise the Option with respect to the Property at any time during the Initial Term or Extension Term, if applicable, in accordance with the procedures and at the addresses set forth in paragraph 10 hereof. The notice of exercise of the Option shall be in writing, signed by the Optionee and in substantially the following form: "Southeast Idaho Energy LLC hereby notifies you that pursuant to that certain Option Agreement dated effective as of [_____, 2007] (the "Option Agreement"), Southeast Idaho Energy LLC hereby exercises its Option (as defined in the Option Agreement) to purchase the Property (as defined in the Option Agreement) for Eight Thousand Five Hundred Dollars and no cents (\$8,500.00) per acre. Optionee represents that it has had no dealings or negotiations with any broker or agent in connection with the Property which is the subject of the Option." The date of the exercise of the Option shall be the date notice of the exercise of the Option by the Optionee is given to Optionor by any of the methods provided in paragraph 10 hereof.

5. **Closing Date and Conveyance**

(a) **Closing.** In the event that the Option is exercised by Optionee with respect to the Property, the sale and purchase of the Property pursuant to the terms of the Option shall be consummated and closed (hereinafter referred to as the "Closing") by the Optionor and Optionee within sixty (60) days of the date of the exercise of the Option for the Property.

(b) **Conveyance of Fee Title.** Optionor shall convey good, marketable and insurable title to the Property by Warranty Deed subject to all exceptions appearing on the preliminary title report issued by Alliance Title Company (the "Title Company") which are: (i) standard printed exceptions in the title policy issued by Title Company other than the "creditors' rights" exception, which Optionor shall cause to be eliminated or endorsed over; (ii) general and special real property taxes and assessments, which are a lien not yet due and payable; and (iii) any other liens, easements, encumbrances, covenants, conditions and restrictions of record approved, or expressly waived by Optionee pursuant to paragraph 13(b) (the "Permitted Encumbrances"). Any exceptions to title shown on any supplement to the preliminary title report that may be issued from time to time by the Title Company must be removed by Optionor at or prior to the Closing date, or Optionor shall cause the Title Company to endorse over such exceptions as of the Closing date, except to the extent such exceptions are expressly approved by Optionee in writing or unless such exceptions constitute Permitted Encumbrances.

(c) If title to the Property becomes encumbered after title has been approved by Optionee and/or disapproved matters have been cured or insured over in accordance with paragraph 13(b) hereof, this Option Agreement shall be terminated and Optionee shall be reimbursed by Optionor for (i) any Option Consideration paid by Optionee pursuant to this

Option Agreement and (ii) the reasonable cost of preparation of the survey of the Property and for the reasonable costs of examination of title to the Property.

6. **Hold Harmless and Entry onto Property**

During the Initial Term (and, if applicable, the Extension Term) Optionor grants Optionee permission to enter upon the Property at any time to investigate title and to conduct such reasonable investigations, studies and tests (including, without limitation, percolation tests, deep hole tests, such tests for contamination as Optionee may deem necessary to determine the surface or subsurface condition of the soil and/or water on, over and under the Property or such other tests as Optionee may deem necessary to evaluate the condition of the Property and the suitability of the Property for acquisition and development by Optionee), all at Optionee's sole risk, cost and expense. Optionee shall be responsible for and reimburse Optionor for any loss or damage occasioned solely by Optionee's entry on the Property for such purposes.

7. **Prorations and Closing Costs.** The following items shall be prorated and adjusted between Optionor and Optionee as of the midnight preceding the Closing, except as otherwise specified:

(a) **Taxes.** Real estate property taxes for the Property shall be prorated on the date of the Closing based on the amounts due for the current year, except that if real estate property tax amounts for the current year are not available, prorations shall be made based upon the taxes for the preceding year.

(b) **Proration of Taxes.** If subsequent to the Closing, real estate property taxes for the year of such Closing are determined to be higher or lower than as prorated, a re-proration and adjustment will be made and any payment required as a result of such re-proration

shall be made no later than March 31 of the year following the year of such Closing. All other prorations and adjustments shall be final.

(c) **Closing Costs.** In connection with the Closing, (i) the cost of the Title Policy with respect to the Property shall be paid by Optionor; (ii) documentary transfer taxes and recording fees shall be paid by Optionor; (iii) excise fees shall be paid by Optionor; (iv) the escrow fees, if any, shall be paid one half (1/2) by Optionor and one half (1/2) by Optionee; and (v) all other costs shall be allocated between Optionor and Optionee in accordance with customary practice in the county where the Property is located. Each Party shall bear its own legal costs in connection with the negotiation of this Option Agreement and the completion of each Closing.

8. **Amount and Payment of Purchase Price**

The Purchase Price for the Property shall be equal to **Eight Thousand Five Hundred Dollars per acre** (the "Purchase Price"). The total Purchase Price for the Property, minus prorations pursuant to paragraph 7 hereof, as applicable, shall be paid to the Optionor by the Optionee by certified or bank check or via wire transfer at the Closing for the Property. In the event that Optionee shall not exercise the Option, Optionor shall retain all sums paid hereunder pursuant to paragraph 2 hereof unless: (a) Optionee fails to exercise the Option due to the presence of any Hazardous Materials (other than minor petroleum hydrocarbon soil contamination arising from Optionor's farming operations conducted in the ordinary course of business and in compliance with applicable laws); (b) Optionee terminates this Option Agreement as a result of a condemnation of the Property in accordance with paragraph 16 hereof (c) Optionee terminates this Option Agreement in accordance with paragraph 5(c) or (d) Optionee terminates this Option Agreement in accordance with paragraph 14(h) and in the case

of the occurrence of any of the events described in (a), (b), (c) or (d) above, all sums paid by Optionee pursuant to this Option Agreement shall be returned to Optionee. As used herein, "Hazardous Materials" means any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any laws relating to Hazardous Materials and any and all of those substances included within the definitions of "hazardous substances," "hazardous materials," "hazardous waste," "hazardous chemical substance or mixture," "imminently hazardous chemical substance or mixture," "toxic substances," "hazardous air pollutant," "toxic pollutant" or "solid waste" under any applicable laws. Hazardous Substances shall also mean any and all other similar terms defined under applicable laws and materials and wastes which are regulated under applicable laws for the protection of health or the environment or which are classified as hazardous or toxic substances, materials or waste, pollutants or contaminants, as defined, listed or regulated by any applicable laws, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof (other than minor petroleum hydrocarbon soil contamination arising from Optionor's farming operations conducted in the ordinary course of business and in compliance with applicable laws), (iii) asbestos, (iv) polychlorinated biphenyls, (v) flammable explosives, (vi) urea formaldehyde, (vii) radon gas, (viii) methane gas, and (ix) radioactive materials and waste.

9. **Zoning**

During the term of this Option, Optionee shall have the right to apply for and endeavor to obtain for the Property from the appropriate governmental Authorities, any change of zone, variance, special use permit, or any other authorization as may be desired by Optionee or required under any local, county, state or federal law, ordinance or regulation to allow the use

of the Property for the development and installation of a coal gasification facility or any other related activities required by Optionee and/or its tenants and/or assigns, all at Optionee's own cost and expense.

10. **Notices**

All notices to be given Optionor shall be in writing and delivered by hand, by reputable overnight courier or by certified mail, return receipt requested, addressed to the Optionor as follows:

Dave Bethke
3149 West Rast Road
American Falls, ID 83211

or at such other addresses as the Optionor shall from time to time designate by written notice to the Optionee by certified mail, return receipt requested. All notices to be given to Optionee shall be in writing and delivered by hand, by reputable overnight courier or by certified mail, return receipt requested, addressed to the Optionee as follows:

Ramesh Raman
President
Southeast Idaho Energy LLC
71 Goldens Bridge Road
Katonah, NY 10536

or at such other address as the Optionee shall from time to time designate by written notice to the Optionor by certified mail, return receipt requested.

11. **Place of Closing**

The Closing shall take place at the law offices of _____, or at such other addresses as the parties shall mutually designate.

12. **Recordation**

Optionee may, at its election, record this Option Agreement with the Registry of Deeds of Power County, Idaho.

13. **Title and Survey**

(a) **Preliminary Title Report.** Within fifteen (15) calendar days after the Effective Date, Optionor shall deliver to Optionee a copy of an up-to-date preliminary title report prepared by Title Company covering the entire Property, together with legible copies of all documents referenced therein as exceptions to title. Optionee acknowledges that the Property is currently subject to a lease with James Tiede Farms ("Tiede Lease") and, if Optionee exercises the Option hereunder, Optionor covenants to terminate the Tiede Lease and deliver the Property on the Closing to Optionee free of the Tiede Lease and any other rights of occupancy.

(b) **Title Notices.** Within sixty (60) calendar days after the Effective Date and Optionee's actual receipt of the preliminary title report referred to in paragraph 13(a) above, Optionee or its attorney shall deliver to Optionor written notice of any matters disclosed on the preliminary title report which are disapproved by Optionee. Optionor shall have seven (7) business days after receipt of such written notice to cause such disapproved matters to be removed from title or, if acceptable to Optionee, to cause Title Company to insure over such matters. If Optionor fails to remove such matters from title or cause the Title Company to insure over such matters, Optionee may terminate this Option Agreement and Optionee shall have no further obligations with respect to this Option Agreement, including without limitation, the obligation to make payments of the Option Consideration in accordance with paragraph 2 above.

(c) **Survey.** Optionee may cause, at Optionee's expense, a licensed surveyor or engineer to prepare and deliver to Optionee an ALTA survey of the Property which shows access to the Property and the location of all easements or encroachments, if any, affecting the

Property. The survey and legal descriptions of the Property shall be subject to Optionee's reasonable approval. If the survey reveals boundary defects, encroachments, disputes or other matters that are not Permitted Encumbrances, Optionee shall have the right to object to such matters and such objection shall be governed by paragraph 13 concerning title objections.

(d) **Optionee's Title Policy.** Optionee's obligation to proceed with the Closing and to consummate the transactions contemplated by this Option Agreement shall be conditioned upon the commitment by Title Company to issue to Optionee a Title Policy showing title to the Property vested in Optionee with liability equal to the Purchase Price for the Property, subject only to the Permitted Encumbrances.

14. **Agreements of Optionor**

Optionor agrees, until the earlier to occur of termination of this Option Agreement, expiration of this Option Agreement or the occurrence of a Closing with respect to the Property:

(a) to maintain the Property in the same condition as it is in as of the Effective Date, in accordance with all requirements of any Authority, reasonable wear and tear excepted;

(b) to deliver the Property to Optionee in substantially the same condition in as it is in as of the Effective Date, reasonable wear and tear excepted;

(c) comply with all local, state and federal laws, statutes, ordinances, orders, regulations and restrictions affecting the Property;

(d) Optionor shall (i) execute any application, consent or documents reasonably necessary for Optionee to investigate the Property to the extent permitted herein; and

(ii) execute any and all consents, authorizations or other documents reasonably necessary for Optionee to pursue applications, permitting, entitlements, and approvals in connection with Optionee's contemplated development of the Property;

(e) to maintain liability and property insurance on the Property in amounts no less than the coverage Optionor or its tenants currently have with respect to the Property;

(f) Optionor will not encumber the Property with any easements, agreements, licenses, leases (other than the Tiede Lease) or with any mortgage or other monetary lien or encumbrance without the prior written consent of Optionee and if Optionee provides such written consent, the applicable easement, agreement, license, lease, mortgage, monetary lien or other encumbrance shall be deemed to be a Permitted Encumbrance;

(g) to terminate any rights to occupancy and leases with respect to the Property on or before the Closing (other than the Tiede Lease which shall be terminated upon the exercise by Optionee of the Option hereunder); and

(h) In the event that changes occur as to any information, documents or exhibits referred to in this Option Agreement, Optionor will promptly disclose same to Optionee when first available to Optionor; and in the event of any change which may reasonably be deemed by Optionee to be materially adverse, Optionee may, at its election, terminate this Agreement by delivering written notice to Optionor, whereupon neither party shall have any further obligations hereunder.

15. **Representations and Warranties of Optionor**

Optionor represents and warrants to Optionee as follows, which representations and warranties shall be deemed made by Optionor to Optionee as of the Effective Date, shall be continuing representations throughout the Initial Term of this Option Agreement (and, if applicable, the Extension Term), shall be made upon each Closing and shall survive such Closing, with the understanding that but for such representations and warranties, Optionee would not execute this Option Agreement:

(a) this Option Agreement is and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Optionor shall, upon consummation of the transaction contemplated under this Option Agreement, be duly executed and delivered by, and upon delivery thereof, shall be binding upon and enforceable against Optionor in accordance with their respective terms;

(b) Optionor has the legal right, power and authority to enter into this Option Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Option Agreement and the performance by Optionor of its obligations hereunder shall not conflict with or result in a breach of any law or regulation, or order, judgment, writ, injunction or decree of any court or governmental instrumentality or any agreement or instrument to which Optionor is a party or by which Optionor is bound or to which Optionor or any portion of the Property is subject;

(c) Optionor has not granted an option or other right to purchase or otherwise acquire any portion of the Property or any interest therein to any party except Optionee pursuant to this Option Agreement;

(d) No Hazardous Materials have been generated, treated, stored or disposed of or otherwise deposited in, on or about the Property, including without limitation the surface waters and subsurface waters of the Property and there are no substances or conditions in, on or about the Property which may support a claim or cause of action under any federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements and there are no underground storage tanks under the Property;

(e) that there exists no actual, contemplated or threatened condemnation of the Property;

(f) that there exists no actual, contemplated or threatened special assessments with respect to the Property;

(g) that Optionor holds, in the name of Optionor, absolute fee simple title to the Property;

(h) that from the Effective Date of this Option Agreement to the date of Closing, Optionor shall not grant any interest in the Property to any party whatsoever and Optionor shall not alienate, transfer, lease, assign or allow any liens or encumbrances to be placed on the Property other than month-to-month leases which may be entered into with the prior consent of Optionee;

(i) that Optionor is not a foreign person and is not in any manner controlled by a foreign person within the meaning of Section 1445 of the Internal Revenue Code;

(j) Optionor has not received a notice of violation of any applicable law pertaining to the Property or any portion thereof which provision of such notice has not been complied with nor does Optionor have knowledge of any such violation thereof;

(k) there are no parties in possession of the Property or any portion thereof as tenants under leases or licensees under license agreements or under any other agreement other than as disclosed on Exhibit B attached hereto and incorporated herein by this reference;

(l) that the Property, or any portion thereof, is not designated as open space, farm land or forest land for general real estate tax purposes;

(m) that there are no actions, suits or other legal or administrative proceedings presently pending or threatened against the Property or the Optionor; and

(n) neither this Option Agreement, nor any of the exhibits hereto, nor any document, certificate, or statement referred to herein or furnished to Optionee in connection with the transactions contemplated herein (whether delivered prior to, simultaneously with, or subsequent to the execution of this Option Agreement) contains any untrue statement of material fact or omits to state a material fact in any way concerning the Property or otherwise affecting or concerning the transactions contemplated hereby.

16. **Condemnation.** In the event of the institution of any proceedings by any federal, state or local government or any quasi-governmental body, agency, board or authority having jurisdiction over the Property ("Authority") which shall relate to the taking or proposed taking by eminent domain of all or a portion of the Property, Optionor shall promptly notify Optionee and Optionee shall thereafter have the right and option to terminate this Option Agreement as to all

or that portion of the Property affected by the taking by giving Optionor written notice of Optionee's election to terminate. Optionor hereby agrees to furnish Optionee with written notice of any proceedings or proposed condemnation within seven (7) business days after Optionor's receipt of such notification, with respect to such proceeding or proposed condemnation. If Optionee elects in writing to close on any portion of the Property affected by the condemnation, then this Option Agreement shall remain in full force and effect, and (a) if such condemnation is concluded prior to Closing on that portion of the Property subject to such condemnation, then (i) the Property shall thereafter exclude the portion of the Property that is the subject such condemnation, and (ii) Optionor shall be entitled to all monies received or collected for the taking of the fee simple interest in that portion of the Property so taken, but Optionee shall retain all other rights and remedies that it may be entitled to assert against the condemning Authority as a claim for an award, separate from that of Optionor's, arising out of such condemnation, (b) if such condemnation is not concluded prior to Closing on that portion of the Property subject to such condemnation and Optionee does not elect to terminate this Option Agreement, then the Closing shall take place as herein provided without reduction in the Purchase Price, and Optionor shall assign and transfer to Optionee at the Closing by written instrument all of Optionor's right, title and interest in all condemnation awards.

17. **Interim Farming Leaseback.** Optionee acknowledges that Optionor is engaged in farming operations on the Property, in connection with which there are located on the Property a number of irrigation lines and other trade fixtures, equipment and personal property used in such farming operations (collectively, the "Farming Property"). Optionee further acknowledges its willingness to allow Optionor to continue its farming operations on the Property on an interim basis after the Closing. Accordingly, Optionor and Optionee shall execute and deliver upon the

Closing a Farming Lease as to such the Property in the form attached hereto as Exhibit C (the "Interim Farm Lease"). Optionor and Optionee acknowledge that, under the Interim Farm Lease, Optionor shall have the right to continue its farming operations on those portions of the Property which are not being used by Optionee for site engineering or development, as set forth in the Interim Farm Lease. Upon the expiration of the Lease, Optionor shall remove the Farming Equipment from the Property, at Optionor's sole cost and expense.

18. **Miscellaneous**

(a) **Headings.** The captions of this Option Agreement are for convenience and reference only and shall not be deemed or construed to bind, modify, increase or decrease the terms and conditions of this Option Agreement, or any interpretation or construction thereof. Any reference in this Option Agreement to the singular or to any gender shall similarly apply to the plural or to every other gender if and when the sense requires.

(b) **Successors and Assigns.** The terms and conditions contained in this Option Agreement shall apply to and be binding upon the parties herein and their respective successors, heirs, executors, administrators and assigns.

(c) **Entire Agreement.** This Option Agreement and any and all exhibits annexed hereto and made a part of this Option Agreement constitutes the entire agreement of the parties with respect to the subject matter addressed herein, and any and all other or prior agreements, representations or warranties are hereby terminated, canceled and agreed to be void and of no force or effect.

(d) **Amendments.** No change, amendment, deletion or addition to this Option Agreement shall be effective unless in writing and signed by the parties.

IN WITNESS WHEREOF, the Optionor and Optionee have executed this

Option Agreement as of the Effective Date.

OPTIONOR:

Dave Bethke
DAVE BETHKE, an individual

Marla Bethke
MARLA BETHKE, an individual

OPTIONEE:

SOUTHEAST IDAHO ENERGY LLC

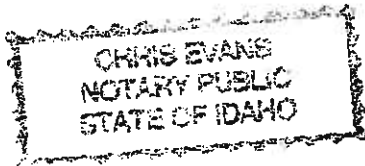
By:

Ramesh Raman
Name: Ramesh Raman
Title: President

STATE OF Idaho)
) ss.: _____
COUNTY OF Bannock)

On this 7 day of February, 2007, before me, Chris Evans, the undersigned ~~officer~~ ^{Notary} personally appeared David Bothke, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

In Witness Whereof, I hereunto set my hand and official seal.

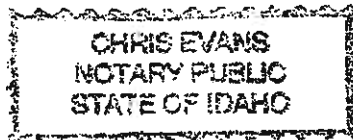


Chris Evans
~~Commissioner of the Superior Court~~ Notary Public
exp. 1-17-2012

STATE OF Idaho)
) ss.: _____
COUNTY OF Bannock)

On this 7 day of February, 2007, before me, Chris Evans, the undersigned ~~officer~~ ^{Notary}, personally appeared Dave Bethke, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

In Witness Whereof, I hereunto set my hand and official seal.



Chris Evans
~~Commissioner of the Superior Court~~ Notary Public
Exp 1-17-2012

STATE OF New York

) SS.:

COUNTY OF WESTCHESTER

On this 16TH day of FEBRUARY, 2007, before me, JAMES B. DICKINSON, the undersigned officer, personally appeared KIMESH CHANDRA President and Manager of Southeast Idaho Energy LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Instrument and acknowledged that he/she executed the same for the purposes therein contained as his/her free act and deed and the free act and deed of the limited liability company.

In Witness Whereof, I hereunto set my hand and official seal.

my hand and official seal.



Commissioner of the Superior Court

JAMES B. McEVÖY
Notary Public, State of New York
No. 01MC6043650
Qualified in Westchester County
Commission Expires 06/19/2011

EXHIBIT A
DESCRIPTION OF PROPERTY

SD\569269 4

EXHIBIT A

75 14 7

EXHIBIT B
PARTIES IN POSSESSION

EXHIBIT C

FORM OF INTERIM FARM LEASE

This INTERIM FARM LEASE (this "Lease") is made as of _____, 200_ ("Effective Date") by and between **Southeast Idaho Energy LLC**, a Delaware limited liability company ("Lessor"), and **Dave Bethke and Marla Bethke** (collectively, the "Lessee"). This Lease is entered into pursuant to that certain Option Agreement between Lessor and Lessee dated _____, 2007 (the "Purchase Agreement") pursuant to which Lessee is conveying the Property (as defined below) to Lessor concurrently with the execution of this Lease. All capitalized terms used in this Lease and not otherwise defined herein shall have the same meanings as they have in the Purchase Agreement.

RECITALS

WHEREAS, Lessor is the owner of the real property located in the heavy industrial zone in the State of Idaho, described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Lessee is experienced in row crop farming, and Lessor and Lessee desire that Lessee lease the Property for those purposes, pending Lessor's commencement of its contemplated development of the Property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the conveyance of the Property from Lessee to Lessor for the Purchase Price and the performance by Lessee of the covenants and conditions set forth herein to be performed on the part of Lessee, Lessor hereby lets to Lessee and Lessee hereby leases from Lessor the Property to be occupied and operated for farming and related uses, and for no other purpose without Lessor's prior written consent, for the term set forth in Section 1.

This Lease is made on the following terms and conditions:

1. **Term.** The term of this Lease (the "Term") shall commence on the date of this Lease and shall expire on the date on which Lessor has obtained approval of a specific plan and mass grading plans for Lessor's contemplated development of the Property (the "Lease Expiration Date"); provided, however, that the Term may be extended if Lessor determines, in its sole and absolute discretion that certain portions of the Property are not yet required for redevelopment and, in such event, Lessee may continue to use designated portions of the

Property until Lessor delivers a Vacation Notice and the Vacation Date occurs in accordance with Section 3 hereof.

2. **Rent.** Lessee shall not be required to pay any rent during the Term hereof.

3. **Vacation Of Property.** Lessee shall, at Lessee's sole cost and expense, remove the irrigation lines and other trade fixtures, equipment and other personal property used in connection with Lessee's operations on the Property, but excluding any pumps or other equipment used in the operation of any water wells on the Property (collectively, the "Farming Property"), and Lessee shall restore any damage occasioned by such removal, on or before the Lease Expiration Date or, if later, the date six (6) months after Lessor delivers to Lessee written notice (the "Vacation Notice") of the date upon which Lessor requires Lessee to vacate the Property (the "Vacation Date"). Lessor and Lessee acknowledge that Lessor may give Lessee the Vacation Notice up to six (6) months prior to the Lease Expiration Date anticipated by Lessor but Lessee's vacation of the Property shall be subject to the condition that the Lease Expiration Date actually occurs. Any Farming Property or any other personal property owned by Lessee or its agents remaining on the Property after the Vacation Date shall, at Lessor's election, become property of Lessor.

4. **Care And Management.** Lessee hereby agrees to manage, operate, repair and maintain the Property during the Term in accordance with Lessee's historical operating and management practices.

5. **Real Property Taxes.** Lessor shall pay any and all real property taxes and assessments pertaining to the Property.

6. **Property Costs; Utilities.** Unless expressly and specifically otherwise set forth herein, all expenses attributable to Lessee's use or occupancy of the Property, whether for

EXHIBIT C

operations, maintenance or otherwise, including, but not limited to, all costs and expenses relating to operations, utilities, insurance, personal property taxes, fees, maintenance, repair and all other matters, will be borne exclusively by Lessee. Lessee also shall be responsible for paying for, directly to the appropriate supplier, at the rates charged by the supplier, all water, gas, heat, light, power, telephone service and other public utilities of every kind with respect to the Property throughout the Term hereof.

7. **Enjoyment.** Lessor covenants that Lessee, upon observing, performing its obligations under this Lease, shall and may lawfully, peacefully, and quietly have, hold, use, occupy, possess and enjoy the Property for and during the entire Term, without any let, suit, hindrance, eviction, ejection, molestation or interruption whatsoever of or by Lessor or by anyone claiming or to claim by, from or under Lessor. Lessee acknowledges and agrees that if Lessee is permitted to use all or a portion of the Property after the Lease Expiration Date in accordance with Section 1 hereof, Lessor's concurrent use of the Property shall not be deemed to be a breach of this Section 7.

8. **Insurance.** From and after the date hereof until the expiration of the Term, Lessee shall procure and maintain in full force and effect with respect to the Property a policy or policies of (a) commercial public liability insurance insuring Lessee's activities with respect to the Property against loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Property in an amount of not less than \$1,000,000 as to combined single limited per occurrence; (b) worker's compensation insurance (in the form and amount required by Applicable Law) and employer's liability insurance in reasonable amounts and (c) any other insurance Lessor reasonably requires to be carried by Lessee in connection with its operations at the Property. Lessor and any party designated by

EXHIBIT C

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Lessor shall be named as an additional insured under each policy of insurance maintained by Lessee pursuant to this Lease. Lessee shall furnish to Lessor, upon the commencement of the Term and thereafter at least 10 days prior to the expiration of each such policy, a certificate of insurance issued by the insurance carrier selected by Lessee pursuant hereto, reflecting the requirements hereof, noting payment of the premium, and providing that such policies shall not be cancelable or subject to reduction of coverage or otherwise modified except after 30 days prior written notice to all parties named as additional insureds. Any policy or policies of which are obtained by Lessee or Lessor (if Lessor elects to obtain any such insurance) in connection with the Property shall include a clause or endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived by the insured prior to the occurrence of injury or loss. Lessor and Lessee hereby waive, to the extent of insurance coverage, any rights of recovery against the other for injury or loss due to perils with respect to which insurance is in force.

9. **No Liens; Hold Harmless.** Lessee shall not permit or cause any liens or encumbrances to be imposed against the Property or any portion thereof. Lessee shall indemnify, hold harmless and defend (with attorneys acceptable to Lessor) the Property and Lessor and its agents, representatives, successors and assigns, from and against any and all liabilities, losses, damages, judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses, including, but not limited to, actual attorneys' fees reasonably incurred and court costs, arising directly or indirectly out of (a) any injury to any person or damage to any property occasioned by any act or omission of Lessee, its partners, employees, agents, licensees, contractors, invitees or permittees, (b) the use, maintenance, occupation or operation of the Property by Lessee, and (c) all liens, claims of lien and actions relating thereto arising out of any

EXHIBIT C

work done or material supplied to the Property at the instance of or attributable to Lessee. Lessor shall not be liable to Lessee or to any other person for any damage or injury occasioned by any defect or condition of the Property or any part thereof, and Lessee does hereby forever waive any claim, right or cause of action against Lessor for any and all damages which may be sustained by Lessee as the result of any operations or transactions at or from the Property.

10. **Notices.** Any notices to be given to either party hereto shall be in writing and may either be delivered in person or sent by certified mail addressed to the party to whom such notice is applicable at the address designated in the Purchase Agreement. Either party hereto may from time to time, by written notice to the other, served in the manner herein provided, designate a different address. If any notice or other document is sent by mail, as aforesaid, the same shall be deemed served or delivered 72 hours after the mailing thereof; otherwise, such notice shall be effective only upon receipt.

11. **Compliance With Laws.** Throughout the Term, Lessee, at Lessee's sole cost and expense, shall comply with, and shall not use the Property or suffer or permit anything to be done in or about the Property which conflicts with, any and all present and future laws, statutes, restrictions, ordinances, orders, regulations, directions, rules and requirements of all governmental authorities having jurisdiction over all or any part of the Property (collectively, "Applicable Law").

12. **Condition Of Property.** Lessee acknowledges and agrees that (a) Lessee has been conducting farming operations at the Property for many years and is substantially more familiar with the Property than Lessor, (b) the Property, including the lands, fences, structures, irrigation and drainage systems, trees, plants, soil, flood channels, and appurtenances, is in good and satisfactory condition, and (c) Lessee is leasing the Property in an "AS IS," "WHERE IS"

EXHIBIT C

condition, without any representations or warranties by Lessor or its agents or representatives as to the condition of the Property or its fitness for any purpose. Lessee shall be responsible for farming and routine maintenance of the Property, but shall not be responsible for compensating Lessor for damage to or for restoration of the Property should it be damaged or destroyed, in whole or in part, unless such damage or destruction is due to the act or omission of Lessee. In the event of such damage or destruction due to the act or omission of Lessee, Lessee shall replace or restore, at Lessee's option, any property which has been damaged or destroyed as soon as possible after the occurrence of such damage or destruction, but no later than the end of the term of this Lease, or as soon thereafter as is reasonably possible. In the event of the destruction of the Property, other than due to Lessee's act or omission, in whole or in part, by disease, disaster, fire, flood, freeze, insects, act of God or other natural disaster, including severe frost damage to the trees, to such an extent as to render Lessee's continued farming of the Property economically unprofitable or otherwise impractical, Lessee may notify Lessor at any time after the occurrence of such condition and elect to terminate this Lease, in which event (i) this Lease, (ii) Lessee's responsibility for the continued farming and maintenance of the Property, and (iii) Lessee's interest in the crops growing thereon (but not any crops harvested on or before such termination date and any proceeds thereof) shall all terminate thirty (30) days after the date of such notice.

13. **Water.** Lessor makes no representation, warranty or covenant, express or implied, as to the availability of any water whatsoever at or to the Property. Notwithstanding the forgoing, Lessee shall have the right to use all existing sources providing water to the Property as well as all irrigation facilities on the Property. Lessee shall maintain all water supply and irrigation equipment in good repair.

EXHIBIT C

14. **Personal Property Taxes.** Lessee shall be responsible for and shall pay directly to the taxing authority, prior to delinquency, all personal property taxes (if any) imposed upon Lessee's right, title, claim, interest or estate in and to any furniture, fixtures, machinery, equipment, apparatus, systems or appurtenances used in connection with the Property, or the use, occupancy, possession or operation thereof.

15. **Assignment And Subletting.** Lessee shall not voluntarily or by operation of law assign, license, franchise, transfer, mortgage, hypothecate, or otherwise encumber all or any part of Lessee's interest in this Lease or in the Property, and shall not sublet, franchise, change ownership or license all or any part of the Property (any such action to be referred to herein as a "Transfer"), without the prior written consent of Lessor in each instance, which consent shall not be unreasonably withheld or delayed. Any attempted Transfer without such consent shall be wholly void and shall confer no rights upon any third parties.

16. **Inspection And Entry.** Lessor hereby reserves the right to itself, its agents, attorneys, assigns and grantees to enter upon the Property at any time, to make examinations thereof, and of the conditions thereon, to show the same to prospective purchasers, lenders and lessees, to post and maintain notices deemed necessary by Lessor for the protection of its interest, for making any such surveys, studies (including environmental studies, soil tests and the like), alterations or improvements to the Property as Lessor may deem desirable, and to place on or about the Property any ordinary "For Sale" or "For Lease" signs, all without constituting an eviction of Lessee.

17. **Subordination.** At the option of Lessor, the rights of Lessee under this Lease are and shall be superior or subordinate to any mortgage or deed of trust constituting a lien on the Property of Lessor's interest therein or any part thereof, whether such mortgage or deed of trust

has heretofore been, or may hereafter be, placed upon the Property by Lessor. Although this provision is intended to be self-executing, to further assure the foregoing subordination or superiority, upon Lessor's request, together with the request of any mortgagee under a mortgage or beneficiary under a deed of trust, Lessee shall execute any commercially reasonable instrument intended to subordinate this Lease, or, at the option of Lessor, to make it superior, to any mortgage or deed of trust; provided, however, that Lessee may condition its subordination hereunder to any future financing upon receipt of a commercially reasonable nondisturbance agreement from the lender requesting such subordination.

18. **Attorneys' Fees.** In the event that either party hereto shall commence any legal action or proceeding (by way of court, arbitration or otherwise) against the other by reason of the alleged failure of the other to perform or keep any term, covenant, or condition of this Lease to be performed or kept, the party prevailing in said action or proceeding (as determined by the trier of fact) shall be entitled to recover, in addition to the prevailing party's court costs, reasonable attorneys' fees to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal.

19. **Holdover.** If Lessee shall hold over for any period after the expiration of the Term, Lessor may, at its option, exercised by written notice to Lessee, treat Lessee as a lessee from month-to-month, commencing on the first (1st) day following the expiration of this Lease and subject to the terms and conditions herein contained except that the rent, which shall be payable on the first day of each month in advance, shall be \$10,000 per month. If Lessee fails to surrender the Property upon the expiration of this Lease despite demand to do so by Lessor, Lessee shall indemnify, defend (with attorneys acceptable to Lessor) and hold Lessor harmless

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from all loss or liability, including without limitation, any claims made by any succeeding lessee, founded on or resulting from such failure to surrender.

20. **Waivers.** No waiver by Lessor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee.

21. **Transfer By Lessor.** The term "Lessor" as used in this Lease, so far as covenants or obligations on the part of Lessor are concerned, shall mean and include only the owner or owners at the time in question of the Property, and in the event of any transfer of the title to such Property, Lessor herein named (and in case of any subsequent transfers or conveyances, the then grantor), shall be automatically freed and relieved from and after the date of such transfer or conveyance, of all liability as respects the performance of any covenants or obligations on the part of Lessor contained in this Lease thereafter to be performed.

22. **Hazardous Materials.**

(a) **Use of Hazardous Materials.** During the Term of this Lease, Lessee shall not cause or permit any Hazardous Materials to be brought upon, stored or used on or under, the Property by Lessee, its agents, employees, contractors or invitees, without the prior written consent of Lessor. Lessor, in its sole and absolute discretion, may consent or refuse consent to Lessee's generation, storage or use of Hazardous Materials on, under or about the Property, or may condition its consent on Lessee's demonstration to Lessor, in its judgment, that such Hazardous Materials are necessary or useful to Lessee's business and will be generated, stored, used and disposed of in a manner that complies with all applicable law regulating such Hazardous Materials and with good business practices. Without limiting any other rights or remedies of Lessor under this Lease, Lessee shall pay the cost of any clean-up work performed

EXHIBIT C

on, under or about the Property as required by this Lease or any applicable law in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials. Lessee shall promptly deliver to Lessor copies of any and all notices and reports received or generated by Lessee with respect to Hazardous Materials at the Property.

(b) Indemnification. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, hold harmless and defend (with attorneys acceptable to Lessor) the Property and Lessor and its agents, representatives, successors and assigns from and against any and all liabilities, losses, damages, judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses, including, but not limited to, actual attorneys' fees reasonably incurred, disbursements and court costs and all other professional or consultant's expenses, caused by the presence, storage, or use of Hazardous Materials on or under the Property during the Term of this Lease by Lessee, its agents, employees, contractors, licensees or invitees, and specifically including the cost of any required or necessary repair, restoration, clean-up (including, but not limited to, the costs of investigation and removal of Hazardous Materials) or detoxification of the Property and the preparation of any closure or other required plans.

23. Miscellaneous.

(a) Successors and Assigns. Each and all of the obligations, covenants, conditions and restrictions of this Lease shall inure to the benefit of and be binding upon and enforceable against, as the case may require, the successors and assigns of Lessor, and subject to the restrictions against assignments and subletting in this Lease contained, any authorized assignee, transferee, sublessee and other successor in interest of Lessee.

EXHIBIT C

(b) Severability. Any provision of this Lease determined to be invalid by a court of competent jurisdiction, shall in no way affect any other provision hereof.

(c) Counterparts. This Lease may be executed in any number of counterparts, each of which is an original, but all of which shall constitute one instrument.

(d) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of Idaho.

(e) Rights Cumulative. All rights, options and remedies of Lessor contained herein shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, or in equity, whether or not stated in this Lease.

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

LESSOR:

Dave Bethke
DAVE BETHKE, an individual

Marla Bethke
MARLA BETHKE, an individual

LESSEE:

SOUTHEAST IDAHO ENERGY LLC

By:

Ramesh Raman
Name: Ramesh Raman
Title: President

EXHIBIT C

Recorded at the Request of:
Southeast Idaho Energy LLC
After Recording, Return to:
Quentin M. Knipe
STOEL RIVES LLP
101 S. Capitol Blvd., Suite 1900
Boise, ID 83702

Instrument # 193614
POWER COUNTY, IDAHO
2008-03-31 03:08:42 No. of Pages: 28
Recorded for : HOLDEN KIDWELL & HAHN
CHRISTINE STENLICHT Fee: \$4.00
Ex-Officio Recorder Deputy *Linnell Annen*

copy.

OPTION AGREEMENT

This **OPTION AGREEMENT** (this "Option Agreement") is entered into effective as of April 1, 2008 (the "Effective Date"), by and between Thomas L. Ballard and Kathryn Fleming-Ballard, husband and wife (collectively, the "Optionor"), and **Southeast Idaho Energy LLC**, a Delaware limited liability company ("Optionee").

WITNESSETH:

1. Grant of Option. In consideration of the payments to be made pursuant to paragraph 2 hereof, the Optionor does hereby grant and give to the Optionee, and Optionee accepts, the sole right and exclusive option (the "Option") to purchase, upon the terms and conditions hereinafter set forth, the property located at 3051 Lake Channel Road, American Falls, ID 83211-5358, its improvements and appurtenant land and water rights, constituting 70 acres of land, more or less, a portion of which is improved, and all of which is situated within the American Falls heavy industrial zone in the State of Idaho, (collectively, the "Property"), all as more particularly described in Exhibit A annexed hereto and incorporated herein by this reference. The Property does not include Optionor's rights to graze livestock on other property owned by the United States Department of Interior, Bureau of Land Management.

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2. Option Consideration. As consideration for the granting of this Option (the "Option Consideration") Optionee shall pay to Optionor the following amounts:

<u>Period</u>	<u>Duration</u>	<u>Payment</u>
Term	12 months	\$ [REDACTED]

The total Option Consideration for the Term (as defined below) is [REDACTED] Dollars and no cents (\$ [REDACTED]) with the payment made upon the Effective Date of this Agreement. Except as otherwise set forth in this Option Agreement, it is expressly the intent of the parties that should the Option be exercised by Optionee as set forth in paragraph 4 hereof, the payment described in this paragraph 2 shall not be credited toward the Purchase Price (as defined below). It is further the intent of the parties that should the Optionee fail to exercise its Option, all sums paid hereunder shall be retained by Optionor, except as provided in paragraph 9 hereof.

3. Term of Option; Termination.

a. Term. The term (the "Term") of the Option shall commence on the Effective Date and shall expire at 11:59 p.m. on the date that is the earlier of (1) exercise of the Option by Optionee or (2) twelve (12) months from the Effective Date.

b. Termination. Optionee shall have the right to terminate this Option Agreement at any time prior to exercise by giving Optionor written notice pursuant to paragraph 11 below of its intent to terminate. Such notice shall designate a termination date of this Option Agreement, which date shall be at least thirty (30) days from the date of the notice. Upon such termination date, this Option Agreement shall be deemed null and void and the parties shall have

no further obligations or liabilities hereunder. For avoidance of doubt, in such instance, Optionor shall have no obligation to reimburse any payments previously made by Optionee to Optionor, and Optionee shall have no further payment or any other obligations to Optionor.

4. Exercise of Option. Optionee may exercise the Option with respect to the Property at any time during the Term, if applicable, in accordance with the procedures and at the addresses set forth in paragraph 11 hereof. If Optionee provides notice on a date on or prior to June 30, 2008, Optionee shall provide Optionor notice of exercise of the Option, which shall be in writing, signed by the Optionee and in substantially the following form: "Southeast Idaho Energy LLC hereby notifies you that pursuant to that certain Option Agreement dated effective as of April 1, 2008 (the "Option Agreement"), Southeast Idaho Energy LLC hereby exercises its Option (as defined in the Option Agreement) to purchase the Property (as defined in the Option Agreement) for [REDACTED] Dollars (\$[REDACTED]). Optionee represents that it has had no dealings or negotiations with any broker or agent in connection with the Property which is the subject of the Option." The date of the exercise of the Option shall be the date notice of the exercise of the Option by the Optionee is given to Optionor by any of the methods provided in paragraph 11 hereof.

If Optionee provides notice after June 30, 2008, then Optionee shall provide Optionor notice of exercise of the Option, which shall be in writing, signed by the Optionee and in substantially the following form: "Southeast Idaho Energy LLC hereby notifies you that pursuant to that certain Option Agreement dated effective as of April 1, 2008 (the "Option Agreement"), Southeast Idaho Energy LLC hereby exercises its Option (as defined in the Option

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Agreement) to purchase the Property (as defined in the Option Agreement) for [REDACTED]
[REDACTED] Dollars (\$[REDACTED]). Optionee represents that it has had no
dealings or negotiations with any broker or agent in connection with the Property which is the
subject of the Option." The date of the exercise of the Option shall be the date notice of the
exercise of the Option by the Optionee is given to Optionor by any of the methods provided in
paragraph 11 hereof.

5. Closing Date and Conveyance.

a. Closing. In the event that the Option is exercised by Optionee with respect
to the Property, the sale and purchase of the Property pursuant to the terms of the Option shall be
consummated and closed (hereinafter referred to as the "Closing") by the Optionor and Optionee
within sixty (60) days of the date of the exercise of the Option for the Property.

b. Conveyance of Fee Title. Optionor shall convey good, marketable and
insurable title to the Property by Limited Warranty Deed in the form of Exhibit B attached hereto
subject to: all existing patent reservations; all applicable zoning ordinances, building codes, laws
and regulations; all encroachments, overlaps, boundary line disputes, claims of easements and
other unrecorded matters that would be disclosed by an accurate ALTA survey of the Property;
general and special real property taxes and assessments, which are a lien not yet due and payable;
the matters set forth on Exhibit C attached hereto; and the existing verbal lease with Aubesindo
Longoria through October 31, 2008 (the "Grazing Lease"), unless Optionor is required under this
Agreement to have terminated the Grazing Lease (collectively, the "Permitted Encumbrances").
Any exceptions to title shown on any supplement to the preliminary title report that may be issued

from time to time by the Title Company must be removed by Optionor at or prior to the Closing date, or Optionor shall cause the Title Company to endorse over such exceptions as of the Closing date, except to the extent such exceptions are expressly approved by Optionee in writing or unless such exceptions constitute Permitted Encumbrances.

6. Possession Date. Optionor shall be entitled to possession of the Property for up to one (1) year after the date of closing. If Optionor is able to move to another residence before one (1) year, Optionor shall send prior written notice to Optionee of an earlier date when possession shall pass to Optionee (the "Possession Date"). In addition to any other terms of this Option Agreement that apply to the period between the acquisition of the Property by Optionee and the Possession Date, the terms of Exhibit D attached hereto shall be applicable to the parties during such time period. Optionor acknowledges that during this period of one year, construction is likely to have begun on the Power County Advanced Energy Center, and construction may result in certain inconveniences for the Optionor, including noise, dust, movement of heavy equipment and re-routing of access roads. Optionee agrees to use commercially reasonable measures, specifically not including changes in work schedules, to reduce the inconveniences.

7. Hold Harmless and Entry onto Property. During the Term and until the Possession Date if the Option is exercised, Optionor grants Optionee permission to enter upon the Property at any time to investigate title and to conduct such reasonable investigations, studies and tests (including, without limitation, percolation tests, deep hole tests, such tests for contamination as Optionee may deem necessary to determine the surface or subsurface condition of the soil and/or water on, over and under the Property or such other tests as Optionee may deem necessary to

evaluate the condition of the Property and the suitability of the Property for acquisition and development by Optionee), all at Optionee's sole risk, cost and expense. Optionee shall be responsible for and reimburse Optionor for any loss or damage occasioned solely by Optionee's entry on the Property for such purposes. In performing the actions described in this paragraph, Optionee shall exercise reasonable care not to do anything which might injure persons or animals, in particular in regard to testing (necessitating proper fencing around test holes and refilling holes when completed), not damaging fences and carefully closing gates. Optionee shall notify Optionor at least two (2) days before any such testing takes place.

8. Prorations and Closing Costs. The following items shall be prorated and adjusted between Optionor and Optionee as of the midnight preceding the Closing, except as otherwise specified:

a. Taxes. Real estate property taxes for the Property shall be prorated on the date of the Closing based on the amounts due for the current year, except that if real estate property tax amounts for the current year are not available, prorations shall be made based upon the taxes for the preceding year.

b. Proration of Taxes. If subsequent to the Closing, real estate property taxes for the year of such Closing are determined to be higher or lower than as prorated, a re-proration and adjustment will be made and any payment required as a result of such re-proration shall be made no later than March 31 of the year following the year of such Closing. All other prorations and adjustments shall be final.

c. Closing Costs. In connection with the Closing, (i) the cost of the Title Policy with respect to the Property shall be paid by Optionee; (ii) documentary transfer taxes and recording fees shall be paid by Optionee; (iii) excise fees shall be paid by Optionee; (iv) the escrow fees, if any, shall be paid by Optionee; and (v) all other typical closing costs shall be paid by Optionee. Each Party shall bear its own legal costs in connection with the negotiation of this Option Agreement and the completion of Closing.

d. Remaining Propane. Upon vacating the Property, Optionor shall be reimbursed by Optionee for propane remaining in the tanks on the Property.

e. Water Assessments. Water assessments for the year of closing will be prorated between the parties as of the Date of Possession.

9. Amount and Payment of Purchase Price. The Purchase Price for the Property shall be equal to either (1) \$[REDACTED] if Optionee exercises said option on or prior to June 30, 2008 or (2) \$[REDACTED] if Optionee exercises its option to purchase the Property after June 30, 2008. The total Purchase Price for the Property, minus any prorations pursuant to paragraph 8 hereof, as applicable, shall be deposited into escrow by the Optionee by certified or bank check or via wire transfer at the Closing for the Property. In the event that Optionee shall not exercise the Option with respect to the Property, Optionor shall retain all sums paid hereunder pursuant to paragraph 2 hereof unless: (a) Optionee fails to exercise the Option due to the presence of any Hazardous Materials; (b) Optionee terminates this Option Agreement in accordance with paragraph 14(b) below; or (c) Optionee terminates this Option Agreement in accordance with paragraph 15(g) and in the case of the occurrence of any of the events described in (a), (b) or (c) above, all sums paid

by Optionee pursuant to this Option Agreement shall be returned to Optionee. As used herein, "Hazardous Materials" means any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any laws relating to Hazardous Materials and any and all of those substances included within the definitions of "hazardous substances," "hazardous materials," "hazardous waste," "hazardous chemical substance or mixture," "imminently hazardous chemical substance or mixture," "toxic substances," "hazardous air pollutant," "toxic pollutant" or "solid waste" under any applicable laws; provided, however, that the term "Hazardous Materials" shall not include customary fertilizers, pesticides, and other similar landscaping chemicals to the extent the use of such items is consistent with applicable laws and any other governmental regulations governing such use. Hazardous Substances shall also mean any and all other similar terms defined under applicable laws and materials and wastes which are regulated under applicable laws for the protection of health or the environment or which are classified as hazardous or toxic substances, materials or waste, pollutants or contaminants, as defined, listed or regulated by any applicable laws, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls, (v) explosives, (vi) urea formaldehyde, (vii) radon gas, (viii) methane gas, and (ix) radioactive materials and waste.

10. Zoning. During the term of this Option, and until closing if the Option is exercised, Optionee shall have the right to apply for and endeavor to obtain for the Property from

the appropriate governmental Authorities, any change of zone, variance, special use permit, or any other authorization as may be desired, or as applicable or desired, by Optionee or required under any local, county, state or federal law, ordinance or regulation to allow the use of the Property for the development and installation of a coal gasification facility or any other related activities required by Optionee and/or its tenants and/or assigns, all at Optionee's own cost and expense.

11. Notices. All notices to be given Optionor shall be in writing and delivered by hand, by reputable overnight courier or by certified mail, return receipt requested, addressed to the Optionor as follows:

Thomas L. Ballard and Kathryn Fleming-Ballard
3051 Lake Channel Road
American Falls, ID 83211-5358

or at such other addresses as the Optionor shall from time to time designate by written notice to the Optionee by certified mail, return receipt requested. Optionee shall forward a copy of such notices to:

Robert E. Farnam
Holden, Kidwell, Hahn and Crapo PLLC
P.O. Box 50130
Idaho Falls, ID 83401

All notices to be given to Optionee shall be in writing and delivered by hand, by reputable overnight courier or by certified mail, return receipt requested, addressed to the Optionee as follows:

Ramesh Raman
President
Southeast Idaho Energy LLC
116 Radio Circle Drive,
Suite 208
Mount Kisco, NY 10549

or at such other address as the Optionee shall from time to time designate by written notice to the Optionor by certified mail, return receipt requested. . Optionor shall forward a copy of such notices to

Quentin M. Knipe
STOEL RIVES LLP
101 S. Capitol Blvd., Suite 1900
Boise, ID 83702

Any notice sent by reputable overnight courier shall be deemed given one (1) day after acceptance thereof by such courier and any notice given by certified mail, return receipt requested, shall be deemed given two (2) days after acceptance thereof by the US Postal Service.

12. Place of Closing. The Closing shall take place through escrow at the Pocatello office of the Title Company, or at such other addresses as the parties shall mutually designate.

13. Recordation. Optionee may, at its election, record this Option Agreement with the Power County Recorder Registry of Deeds of Power County, Idaho.

14. Title and Survey.

a. Preliminary Title Report. Optionee acknowledges receipt of a title commitment prepared by Title Company covering the entire Property, together with legible copies of all documents referenced therein as exceptions to title.

b. Title Notices. Within sixty (60) calendar days after the Effective Date and Optionee's actual receipt of any final survey of the Property pursuant to Paragraph 14(d) below, Optionee or its attorney shall deliver to Optionor written notice of any matters disclosed on the preliminary title report which are disapproved by Optionee. Optionor shall have thirty (30) business days after receipt of such written notice to cause such disapproved matters to be removed from title or, if acceptable to Optionee, to cause Title Company to insure over such matters. Notwithstanding the foregoing, if the disapproved matter is not capable of being cured or insured over within such thirty (30) business day period, Optionee agrees to extend such period for such time as is reasonably necessary to remove such matter or obtain insurance over such matter; provided that Optionor has begun removing such item or obtaining such insurance prior to the expiration of the thirty (30) business day period. If Optionor fails to remove such matters from title or cause the Title Company to insure over such matters in the time set forth above, Optionee may terminate this Option Agreement, in which event the Option Consideration shall be returned to Optionee and Optionee shall have no further obligations with respect to this Option Agreement. In such event, the cancellation fee on the title insurance shall be the obligation of the Optionee.

c. [Intentionally Deleted]

d. Survey. Optionee may cause, at Optionee's expense, a licensed surveyor or engineer to prepare and deliver to Optionee an ALTA survey of the Property which shows access to the Property and the location of all easements or encroachments, if any, affecting the Property. Optionee shall use commercially reasonable efforts to obtain a survey within ninety (90) days of the Effective Date; provided, however, that a failure to obtain a survey within such ninety (90) day period shall not be deemed to be a waiver of Optionee's right to obtain a survey for the Property. The survey and legal descriptions of the Property shall be subject to Optionee's reasonable approval. If the survey reveals boundary defects, encroachments, disputes or other matters, Optionee shall have the right to object to such matters and such objection shall be governed by paragraph 14(b) concerning title objections; provided, however, that in no event shall Optionee be entitled to terminate this Option Agreement due to survey issues after Optionee exercises the Option.

e. Optionee's Title Policy. Optionee's obligation to proceed with the Closing for the Property and to consummate the transactions contemplated by this Option Agreement shall be conditioned upon the commitment by Title Company to issue to Optionee an Extended Coverage Title Policy showing title to the Property vested in Optionee with liability equal to the Purchase Price for the Property, subject only to the Permitted Encumbrances. Optionor shall execute any affidavits or other instruments normally required by the Title Company as a condition to issuing Extended Coverage Title Policies.

15. Agreements of Optionor. Optionor agrees, until the earlier to occur of termination of this Option Agreement or the Possession Date:

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- a. to maintain the Property in the same condition as it is in as of the Effective Date, in accordance with all requirements of any Authority (defined below), reasonable wear and tear excepted;
- b. to deliver the Property to Optionee in substantially the same condition in as it is in as of the Effective Date, reasonable wear and tear excepted;
- c. comply with all local, state and federal laws, statutes, ordinances, orders, regulations and restrictions affecting the Property;
- d. Optionor shall (i) execute any application, consent or documents reasonably necessary for Optionee to investigate the Property to the extent permitted herein; and (ii) execute any and all consents, authorizations or other documents reasonably necessary for Optionee to pursue applications, permitting, entitlements, and approvals in connection with Optionee's contemplated development of the Property;
- e. to maintain liability and property insurance on the Property until Closing (whereupon the risk of loss shall pass to Optionee) in amounts no less than the coverage Optionor or its tenants currently have with respect to the Property;
- f. Optionor will not encumber the Property with any easements, agreements, licenses, leases or with any mortgage or other monetary lien or encumbrance without the prior written consent of Optionee and if Optionee provides such written consent, the applicable easement, agreement, license, lease, mortgage, monetary lien or other encumbrance shall be deemed to be a Permitted Encumbrance; and

g. In the event that changes occur as to any information, documents or exhibits referred to in this Option Agreement, Optionor will promptly disclose same to Optionee when first available to Optionor; and in the event of any change which may reasonably be deemed by Optionee to be materially adverse, Optionee may, at its election, terminate this Agreement by delivering written notice to Optionor, whereupon neither party shall have any further obligations hereunder.

16. Representations and Warranties of Optionor. Optionor represents and warrants to Optionee as follows, which representations and warranties shall be deemed made by Optionor to Optionee as of the Effective Date, shall be continuing representations throughout the Term of this Option Agreement, shall be made upon Closing and shall survive such Closing, with the understanding that but for such representations and warranties, Optionee would not execute this Option Agreement:

a. this Option Agreement is and all agreements, instruments and documents herein provided to be executed or to be caused to be executed by Optionor shall, upon consummation of the transaction contemplated under this Option Agreement, be duly executed and delivered by, and upon delivery thereof, shall be binding upon and enforceable against Optionor in accordance with their respective terms;

b. Optionor has the legal right, power and authority to enter into this Option Agreement and to perform all of its obligations hereunder, and the execution and delivery of this Option Agreement and the performance by Optionor of its obligations hereunder shall not conflict with or result in a breach of any law or regulation, or order, judgment, writ, injunction or decree

of any court or governmental instrumentality or any agreement or instrument to which Optionor is a party or by which Optionor is bound or to which Optionor or any portion of the Property is subject;

c. Optionor has not granted an option or other right to purchase or otherwise acquire any portion of the Property or any interest therein to any party except Optionee pursuant to this Option Agreement;

d. To the best of the knowledge of the Optionor, no Hazardous Materials (as defined under laws in effect on the date of this Agreement) have been generated, treated, stored or disposed of or otherwise deposited in, on or about the Property, including without limitation the surface waters and subsurface waters of the Property and there are no substances or conditions in, on or about the Property which may support a claim or cause of action under any federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements and there are no underground storage tanks under the Property; further, Optionor warrants that no such actions with regard to Hazardous Materials (as defined under laws in effect on the date of this Agreement) have occurred during the term of the Optionor's ownership of the Property;

e. that there exists no actual, contemplated or threatened condemnation of the Property;

f. that there exists no actual, contemplated or threatened special assessments with respect to the Property;

g. that Optionor holds, in the name of Optionor, absolute fee simple title to the Property (subject to the Permitted Encumbrances);

h. that from the Effective Date of this Option Agreement to the date of Closing, Optionor shall not grant any interest in the Property to any party whatsoever and Optionor shall not alienate, transfer, lease, assign or allow any liens or encumbrances to be placed on the Property other than month-to-month leases which may be entered into with the prior consent of Optionee;

i. that Optionor is not a foreign person and is not in any manner controlled by a foreign person within the meaning of Section 1445 of the Internal Revenue Code;

j. Optionor has not received a notice of violation of any applicable law pertaining to the Property or any portion thereof which provision of such notice has not been complied with nor does Optionor have knowledge of any such violation thereof;

k. there are no parties in possession of the Property or any portion thereof as tenants under leases or licensees under license agreements or under any other agreement other than as the Grazing Lease, which Optionor shall terminate on or before October 31, 2008.

l. that there are no actions, suits or other legal or administrative proceedings presently pending or threatened against the Property or the Optionor and that Optionor is not aware of any encroachments, boundary disputes or any facts which could give rise to a boundary dispute in connection with the Property; and

m. neither this Option Agreement, nor any of the exhibits hereto, nor any document, certificate, or statement referred to herein or furnished to Optionee in connection with

the transactions contemplated herein (whether delivered prior to, simultaneously with, or subsequent to the execution of this Option Agreement) contains any untrue statement of material fact or omits to state a material fact in any way concerning the Property or otherwise affecting or concerning the transactions contemplated hereby.

17. Condemnation. In the event of the institution of any proceedings by any federal, state or local government or any quasi-governmental body, agency, board or authority having jurisdiction over the Property ("Authority") which shall relate to the taking or proposed taking by eminent domain of all or a portion of the Property, Optionor shall promptly notify Optionee. Optionor hereby agrees to furnish Optionee with written notice of any proceedings or proposed condemnation within seven (7) business days after Optionor's receipt of such notification, with respect to such proceeding or proposed condemnation. In such event, this Option Agreement shall remain in full force and effect, and (a) if such condemnation is concluded prior to Closing on that portion of the Property subject to such condemnation, then (i) the Property shall thereafter exclude the portion of the Property that is the subject such condemnation, and (ii) Optionee shall be entitled to a credit toward the Purchase Price at Closing in an amount equal to all monies received or collected by Optionor or due to Optionor for the taking of the fee simple interest in that portion of the Property so taken, and Optionee shall retain all other rights and remedies that it may be entitled to assert against the condemning Authority as a claim for an award, separate from that of Optionor, arising out of such condemnation, (b) if such condemnation is not concluded prior to Closing on that portion of the Property subject to such condemnation, then the Closing shall take place as herein provided without reduction in the Purchase Price, and Optionor shall

assign and transfer to Optionee at the Closing by written instrument all of Optionor's right, title and interest in all condemnation awards.

18. Salvage and Clean-Up.

- a. Rocks. Optionor shall have the right to remove up to four (4) of the landscaping rocks on the Property prior to the Possession Date. Optionor agrees to fill in any holes or otherwise repair surfaces affected by the removal of these rocks.
- b. Light Fixtures. Optionor shall have the right to remove three (3) light fixtures of their choice from the Property at any time prior to the Possession Date.
- c. Appliances. Optionor shall have the right to remove the washer, dryer and refrigerator at any time prior to the Possession Date. Removal of any other appliances must be negotiated with and agreed to by the Optionee.
- d. Razing of House. In the event Optionee elects to raze the house on the Property within two (2) years of closing, Optionor shall have the right to (A) salvage items from the Property that the Optionee has not otherwise removed prior to razing the house and (B) remove the house itself at Optionor's expense. Optionee must give Optionor written notice to raze the house three (3) months before Optionee's planned date for razing it. In return, Optionor shall have two (2) months in which to notify Optionee in writing of Optionor's intention with regard to salvage of items from the Property or removal of the house. The salvage/removal right shall then exist for four (4) months after the two-month notification period. Optionor assumes all liability with regard to salvaging selected items or removing the house.

e. Optionor shall have no obligation to clean the Property or remove any items from the Property such as lumber, an old shed, burn piles and the like, but nothing in this Paragraph 18 is intended to relieve the Optionor from any liability for breach of any warranties or representations in this Option Agreement concerning the condition of the Property including, without limitation, any warranties or representations the presence upon the Property of Hazardous Materials or underground storage tanks.

19. No Oral Representations.

a. Optionee hereby acknowledges that neither the Optionor nor any person acting on behalf of the Optionor has made any representation, warranty, guaranty or promise concerning the Property, whether oral or written, except as set for in this Agreement.

b. Optionor hereby acknowledges that neither the Optionee nor any person acting on behalf of the Optionee has made any representation, warranty, guaranty or promise concerning the Property, whether oral or written, except as set for in this Agreement.

20. Miscellaneous.

a. Headings. The captions of this Option Agreement are for convenience and reference only and shall not be deemed or construed to bind, modify, increase or decrease the terms and conditions of this Option Agreement, or any interpretation or construction thereof. Any reference in this Option Agreement to the singular or to any gender shall similarly apply to the plural or to every other gender if and when the sense requires

b. Successors and Assigns. The terms and conditions contained in this Option Agreement shall apply to and be binding upon the parties herein and their respective successors, heirs, executors, administrators and assigns.

c. Entire Agreement. This Option Agreement and any and all exhibits annexed hereto and made a part of this Option Agreement constitutes the entire agreement of the parties with respect to the subject matter addressed herein, and any and all other or prior agreements, representations or warranties are hereby terminated, canceled and agreed to be void and of no force or effect.

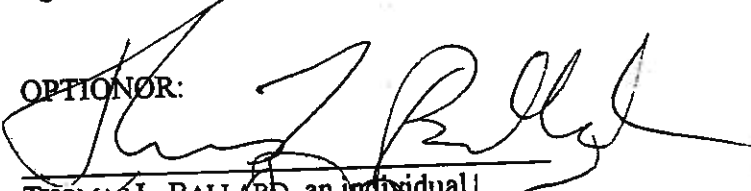
d. Amendments. No change, amendment, deletion or addition to this Option Agreement shall be effective unless in writing and signed by the parties.

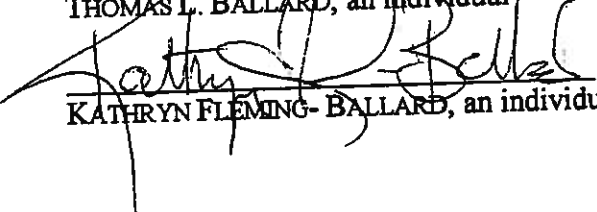
e. Attorney's Fees. If there is any litigation or other legal action taken by any party to enforce or interpret any provisions of or rights arising under this Agreement, the non-prevailing party shall pay to the prevailing party all costs and expenses, including but not limited to reasonable attorney fees and costs, which the prevailing party may incur in enforcing or

interpreting this Agreement or in pursuing any remedy allowed by law, whether such is incurred by the filing of suit or otherwise.

IN WITNESS WHEREOF, the Optionor and Optionee have executed this Option Agreement as of the Effective Date.

OPTIONOR:


THOMAS L. BALLARD, an individual


KATHRYN FLEMING-BALLARD, an individual

OPTIONEE:

SOUTHEAST IDAHO ENERGY LLC

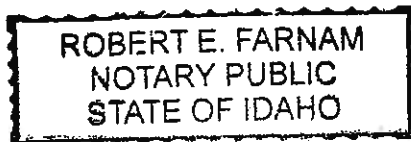
By:

Name: Ramesh Raman
Title: President

STATE OF IDAHO)
 Bonneville ss:
County of *Bannock*)

On this 27th day of March, 2008, before me, a Notary Public in and for said County and State, personally appeared **THOMAS L. BALLARD**, known or identified to me to be the person that executed the instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my official seal the day and year first above written.

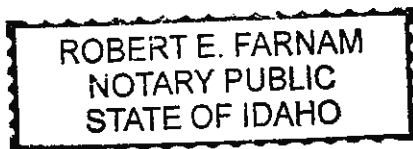


[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at Tetrah Falls
Commission expires 11-12-10

STATE OF IDAHO)
) ss:
County of Bannock)

On this 27 day of March, 2008, before me, a Notary Public in and for said County and State, personally appeared **KATHRYN FLEMING- BALLARD**, known or identified to me to be the person that executed the instrument acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my official seal the day and year first above written.



[Signature]
NOTARY PUBLIC FOR IDAHO
Residing at Tetrah Falls
Commission expires 11-12-10

STATE OF _____)
COUNTY OF _____) ss:

On this ____ day of _____, 2008, before me, _____, the undersigned officer, personally appeared **RAMESH RAMAN**, President and Manager of Southeast Idaho Energy LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same on behalf of said limited liability company and acknowledged to me that the limited liability company executed the same.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public for _____
My Commission Expires: _____

EXHIBIT A
DESCRIPTION OF PROPERTY

Parcel 1:

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 1, Township 8 South, Range 30 East, Boise Meridian, Power County, Idaho.

Parcel 2:

Also: A tract of land in Section 2, Township 8 South, Range 30 East, Boise Meridian, Power County, Idaho, further described as follows:

BEGINNING at the Northeast corner of the Southeast $\frac{1}{4}$ of Section 2;
Thence South to the Southeast corner of said Section;
Thence West along Section line 825.255 feet to point;
Thence North $10^{\circ}25'$ East, 1,303.09 feet;
Thence North $25^{\circ}09'$ East, 697.08 feet;
Thence North $5^{\circ}17'$ East, 481 feet;
Thence East 174 feet;
Thence North 250 feet intersection the North boundary line of the Southeast $\frac{1}{4}$ of Section 2;
Thence East 50 feet to the TRUE POINT OF BEGINNING.

Also: A tract of land in Section 2, Township 8 South, Range 30 East, Boise Meridian, Power County, Idaho, and further described as follows:

COMMENCING at the Northeast corner of the Southeast $\frac{1}{4}$;
Thence West 50 feet, more or less to the POINT OF BEGINNING;
Thence South 250 feet;
Thence West 175 feet, more or less;
Thence North $05^{\circ}17'$ East 250.9 feet to the North boundary of the Southeast $\frac{1}{4}$ of said Section 2;
Thence East 166 feet to the POINT OF BEGINNING.

EXHIBIT A - 1

Boise-210631.6 0039615-00001

EXHIBIT B

Form of Limited Warranty Deed

LIMITED WARRANTY DEED

FOR VALUE RECEIVED, _____ Grantor(s),
do(es) hereby convey to _____ Grantee(s), whose
address is _____ the following described
property situated in _____ County, Idaho:

[Insert Legal Description]

TOGETHER WITH all and singular the tenements, hereditament, and appurtenances
thereunto belonging, or otherwise appertaining, including water rights, and all estate, right, title
and interest in and to the said property.

SUBJECT TO: [To be inserted, per agreement]

And Grantor(s) do(es) warrant the title against all persons whomsoever claiming by,
through or under Grantor(s), but not otherwise, subject to the matters above set forth.

IN WITNESS WHEREOF, Grantor(s) has (have) executed this Limited Warranty Deed
this _____ day of _____, 20____.

GRANTOR(S):

[Add acknowledgment(s)]

EXHIBIT - B - 1

Boise-210631.6 0039615-00001

EXHIBIT C

Certain Permitted Exceptions

An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted to: Idaho Power Company.

Purpose: Public Utilities.

Recorded: August 29, 1956.

Instrument No.: 75873 in Book 94 of Official Records. (Section 1)

. An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted to: Idaho Power Company.

Purpose: Public Utilities.

Recorded: May 6, 1948.

Instrument No.: 66334 in Book 94 of Official Records. (Section 1)

. An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted to: Idaho Power Company.

Purpose: Public Utilities.

Recorded: June 17, 1969.

Instrument No.: 94024 in Drawer No. 1 of Official Records. (Section 1)

. An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted to: Idaho Power Company.

Purpose: Public Utilities.

Recorded: June 17, 1969.

Instrument No.: 94025 in Drawer No. 1 of Official Records. (Section 1)

An easement for the purpose shown below and rights incidental thereto as set forth in document:

Granted to: Intermountain Gas Company.

Purpose: Public Utilities.

Recorded: November 27, 1968.

Instrument No.: 93048 in Drawer No. 1 of Official Records. (Section 2)

EXHIBIT D

Certain Provisions Concerning Optionor's Possession After Closing

A. Optionor shall have no obligation to pay rent or taxes during its possession of the Property after closing. Optionor shall be responsible for the payment of all utilities and services supplied to the Property during Optionor's possession after closing.

B. Optionor shall comply and shall cause all persons residing on the Property or present at Optionor's invitation to comply with all laws, statutes, ordinances and requirements of all local, state and federal authorities in any way related to such person's use of the Property. Optionor shall not create any nuisance or be responsible for any action or inaction that is offensive, disturbing or bothersome to the neighbors or the general public.

C. Optionor shall not assign its right of possession or sublet any portion of the Property. Any purported assignment or subletting shall be void and shall constitute a material default hereof entitling Optionee to terminate Optionor's right of possession.

D. Optionor shall be deemed to have accepted the Property in its AS-IS condition as of closing. Optionee shall be under no obligation to perform any maintenance, repairs or improvements. Optionor acknowledges that possession of the Property after closing is being offered to Optionor as an accommodation to Optionor and not for remuneration. To the fullest extent permitted by law, Optionor waives any rights that Optionor may have, by statute or otherwise, to require Optionee to make any repairs or improvements or perform any maintenance to the Property. If Optionor is required by law to perform any repairs, improvements or maintenance, Optionee shall have the option to terminate Optionor's right of possession and the same shall not be deemed a retaliatory eviction. Optionor shall be responsible for all damages to the Property caused by the acts or omissions of Optionor, the members of Optionor's family, and Optionor's invitees and guests. Optionor shall not paint, paper or otherwise redecorate or make alterations to the Property without the prior written consent of Optionee. Optionor shall not commit any waste upon the Property.

E. Optionor shall be responsible for insuring the personal property of Optionor and Optionor's invitees and guests located on or about the Property. Optionor hereby waives and releases to the fullest extent possible any future causes of action or claims against Optionee or Optionee's agents based relating to the damage or destruction of any such personal property no matter what the cause (including the negligence of the released party) and Optionor waives any rights of subrogation against Optionee or Optionee's agents on the part of Optionor and Optionor's insurers. Optionee shall not be liable for any injury or death of Optionor, or any other person,

EXHIBIT - D - 1

Boise-210631.6 0039615-00001

occurring on or about the Property, or any part thereof, except to the extent such injury or death is the proximate result of the gross negligence or illegal act of Optionee. Optionor agrees to indemnify, defend and hold Optionee harmless from and against any claims or liability for damages to property or injury or death of persons except for such damages, injuries or deaths for which Optionee is expressly liable under the terms of this paragraph.

F. Upon request, Optionee shall have the right to enter the Property for any and all reasonable purposes at reasonable times during the term of Optionor's possession thereof. Tenant's unreasonable objection to such entry when requested by Optionee shall be deemed a default and cause for summary eviction.

G. Following the expiration or termination of Optionor's right of possession, Optionee may consider any personal property of Optionor remaining on the Property to be abandoned and may, without further notice to Optionor, store or dispose of the same in any reasonable manner.

H. In the event of a default by Optionor under the terms hereof, Optionee may, in addition to pursuing any other remedies now or hereafter available to Optionee, elect to terminate all of Optionor's rights to possession and recover from Optionor all damages Optionee may incur by reason of Optionor's breach of the Option Agreement, including the cost of recovering the possession of the Property.