

Recording Requested By

When Recorded Mail To

GETTY OIL COMPANY  
P. O. Box 5237  
Bakersfield, California 93308

First American Title Co.  
RECORDED AT THE REQUEST OF of Nevada  
on May 8, 1972 at 04 mins. past 8 A. M. in  
Book 42 of OFFICIAL RECORDS, page 275-276 RECORDS OF  
EUREKA COUNTY, NEVADA. *William A. Nelson* Recorder  
File No. 55966 Fee \$ 4.00

*61-62-C*

Space Above This Line for Recorder's Use

MEMORANDUM OF GEOTHERMAL LEASE AND AGREEMENT

THIS MEMORANDUM, made this *22* day of *February*, 19*72*, by and between  
THOMAS E. PRESTON

hereinafter called "Lessor", and GETTY OIL COMPANY, a Delaware corporation, hereinafter called "Lessee";

WITNESSETH:

That Lessor, for a valuable consideration and in consideration of the covenants of the Lessee set forth in that certain Lease and Agreement made and entered into this day by and between the parties hereto covering the land hereinafter described, does hereby grant, lease, let and demise unto said Lessee for the exploration, drilling for and development of hot water, natural steam and steam power, geothermal energy steam and waters and extractable minerals and other by-products therefrom, hereinafter collectively referred to as "Geothermal Resources", for use as such or for conversion into electrical power or for processing to obtain by-products therefrom; all that certain land situate in the County of EUREKA, State of NEVADA, and more particularly described as follows, to-wit:

TOWNSHIP 31 NORTH, RANGE 48 EAST, M.D.B. & M.

Section 11; SE/4

Unincorporated Area

County of Eureka

(deemed to contain, for the purposes hereof, 160.00 acres, whether there be more or less).

The term of said Lease and Agreement is for ten (10) years from the date thereof (subject to termination as therein provided) and so long thereafter as there is production of any of said Geothermal Resources in quantities deemed paying by Lessee from the above described land (or other land with which the same may be combined or unitized as in said Lease and Agreement provided), and for so long, as well, as Lessee is prevented from producing same, or the obligations of Lessee thereunder are suspended, for the causes set forth in said Lease and Agreement.

Reference is hereby made to executed copies of said Lease and Agreement in possession of Lessor and Lessee, respectively, for all of the provisions thereof, and by this reference same are incorporated herein and made a part hereof in all respects as though fully set forth herein.

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

GETTY OIL COMPANY

By *J. W. Woffington*

LESSEE

*Thomas E. Preston*  
THOMAS E. PRESTON

LESSOR

STATE OF California  
COUNTY OF San Bernardino SS.

On February 22, 1972 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas E. Preston known to me to be the person he whose name is subscribed to the within instrument and acknowledged that he executed the same.

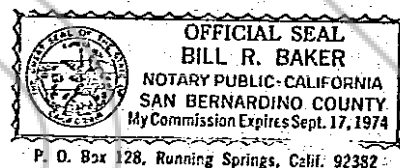
(SEAL)

My Commission Expires:

Bill R. Baker

Notary Public

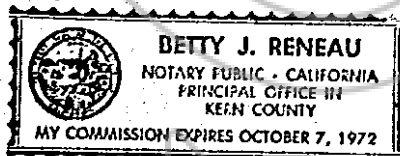
Type or Print Name of Notary



STATE OF CALIFORNIA )  
COUNTY OF KERN ) ss.

On FEB 24 1972, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. W. WOFFINGTON, known to me to be the Exploration Supervisor of Getty Oil Company, the Corporation that executed the within instrument, and known to me to be the person who executed the within instrument, on behalf of the Corporation, therein named, and acknowledged to me that said Corporation executed the same. Pursuant to its by-laws or a resolution of its Board of Directors.

Witness my hand and official seal.



Betty J. Reneau  
Notary Public in and for said  
County and State