GETTY OIL COMPANY EXPLORATION DEPARTMENT P.O. BOX 11148 BAKERSFIELD, CA. 93389

84182

Attn: Lease Records File: 61.02-C

AMENDMENT AND AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of February, 1982, by and between the respective parties whose names are subscribed hereto, whether one or more, hereinafter called "First Party", and Getty Oil Company, a Delaware corporation, hereinafter called "Second Party",

THAT, WHEREAS, under date of February 22, 1972, First Party, or his predecessor in interest in and to the leasehold subject hereto, as Lessor, entered into a Geothermal Lease and Agreement with Second Party, a Memorandum of said lease being recorded May 8, 1972, in Book 42, Pages 275 and 276, Official Records of Eureka County, Nevada; and

WHEREAS, the parties hereto desire to amend and modify said lease and to ratify and supplement it in certain respects;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, said lease is amended and supplemented in the following particulars;

- Paragraph 2 is hereby amended by deleting therefrom the word and figures ten (10) and substituting in lieu and instead thereof the word and figures fifteen (15).
- Paragraph 3 is hereby amended by deleting therefrom the figures and words \$1.00
 per acre and substituting in lieu and instead thereof the figures and words \$5.00 per acre.

First Party hereby acknowledges that all rentals required to be paid under said lease, to and including the 21st day of February, 1982, have been paid.

First Party hereby acknowledges full performance by Second Party of all of Second Party's obligations under said lease to date hereof.

Except as amended by this Agreement, said lease shall remain in full force and effect according to its original terms and conditions and shall be binding on the parties hereto and to their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

FIRST PARTY

SECOND PARTY

THOMAS E. PRESTON

GETTY OIL COMPANY

Division Landman : 71 32, Wolffi

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1	STATE OF CALIFORNIA COUNT I'OF San Bernardino SS.
Abust.	On April 12, 1982 before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas E. Preston
BIRT - IMDA	he subscribed , known to me
HHOW LEDGS	to be the person whose name he subscribed to the within instrument and acknowledged that he official SEAL executed the same. WITNESS-my hand and the cial seal.
ž	SAN BERNARDING COUNTY My comm. expites APR 20, 1984
	Debbie Ferguson Name (Typed or Printed) (This area for official natural seal)

STATE OF CALIFORNIA) SS COUNTY OF KERN)

laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

OFFICIAL SEAL BARBARA E. SICKLES NOTARY PUBLIC-CALIFORNIA PRINCIPAL OFFICE IN KERN COUNTY

My Commission Expires Dec. 5, 1983

said County and State

FIRST AMERICAN TITLE CO. OF NEVADA 800% 102 PACE 243

82 APR 28 AID: 42

WILLIS A. DEFAULT RECORDER FEE \$ 5.00