87885

61.02-A

Attn: Lease Records

ASSIGNMENT OF GEOTHERMAL LEASE AND AGREEMENT

THIS ASSIGNMENT AND AGREEMENT dated this 27th day of April, 1983, by and between GETTY OIL COMPANY, a Delaware corporation, hereinafter termed "Assignor", and MONO POWER COMPANY, a California corporation, hereinafter termed "Assignee",

WITNESSETH:

THAT, WHEREAS, reference is hereby made to the following documents:

- 1. That certain Geothermal Lease and Agreement dated February 14, 1972, recorded May 8, 1972, in Book 42, Page 271-272, Official Records of the Office of the County Recorder of Eureka County, State of Nevada, by and between M. THELMA WYANT, an unmarried woman, and E. ANITA WYANT, an unmarried woman, as Lessor, and GETTY OIL COMPANY, as Lessee, covering and embracing those certain lands as therein described and hereinafter referred to as "said lands"; and
- 2. That certain Amendment and Agreement dated March 16, 1981, recorded March 24, 1981, in Book 93, Pages 447-448, Official Records of the County Recorder of Eureka County, State of Nevada, by and between EDDIE COLLINS, successor in interest to M. THELMA WYANT, et al., as First Party, and GETTY OIL COMPANY, as Second Party, whereby the above lease was amended and extended;

both documents hereinafter and collected referred to as "said lease";

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to acquire from Assignor an undivided one-half (1/2) interest in and to all of Assignor's right, title and interest in and to said lease;

NOW, THEREFORE, for a valuable consideration, Assignor does hereby grant, sell, assign, transfer and set over unto Assignee an undivided one-half (1/2) of Assignor's right, title and interest in said lease as to said lands, together with all of the estate, right, title, interest and privileges of the Lessee therein and thereunder.

Assignee hereby accepts this assignment and agrees to assume and perform all obligations of the Lessee under said lease in respect to the interests and lands hereby assigned and indemnify Assignor and hold it harmless from and against all loss and liability resulting from any failure to perform said obligations occurring hereafter.

This Assignment of Geothermal Lease and Agreement is made without warranty of title either express or implied.

The terms, conditions and provisions hereof shall be binding upon and inure to the benefit of the heirs, representatives, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Agreement as of the day and year first hereinabove written.

By Signee GETTY OIL COMPANY
By Assignee Assignor

APPROVED AS TO FORM:

By Cother Carac

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STATE OF CALIFORNIA **COUNTY OF KERN** is subscribed to the within Instrument, as an Attorney-in-Fact of GETTY OIL COMPANY and acknowledged to me that he subscribed the name of Getty Oil Company thereto as principal and his own name as Attorney-in-Fact. WITNESS my hand and official seal. BETTY J. RENEAU Notary Public h and for said County and State BOND FILED IN KERN COUNTY MY COMMISSION EXPIRES NOV. 23, 1984 **CALIFORNIA** On this the State of day of 19<u>83</u>, before me, LOS ANGELES County of Wm. R. HORSLEY the undersigned Notary Public, personally appeared B. J. PERRY OFFICIAL SEAL R personally known to me WM. R. HORSLEY $\ \square$ proved to me on the basis of satisfactory evidence NOTARY PUBLIC-CALIFORNIA PRINCIPAL OFFICE IN to be the person(s) who executed the within instrument as LOS ANGELES COUNTY VICE PRESIDENT or on behalf of the corporation therein My Commission Expires Dec. 16, 1983 named, and acknowledged to me that the corporation executed it. WITNESS my hand and official seal. Notary's Signature CORPORATE ACKNOWLEDGMENT FORM 7120152 RECORDED AT REQUEST OF Cetty Oil Com

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OFFICIAL RECCA EUREKA COUNTY, HE M.H. REDALEATI, REC FILE NO. 878 FEE 5.5.00

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