

61.02-C

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 dated February 22, 1972, recorded May 8, 1972, in Book 42, Page 275-276, Official Records of the Office of the County Recorder of Eureka County, State of Nevada, by and between THOMAS E. PRESTON, 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 February 10, 1982, recorded April 28, 1982, in Book 102, Pages 242-243, Official Records of the County Recorder of Eureka County, State of Nevada, by and between THOMAS E. PRESTON, 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.

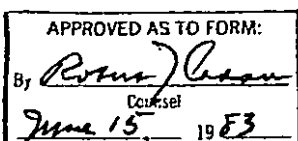
IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Agreement as of the day and year first hereinabove written.

MONO POWER COMPANY

By B. J. PERRY VICE PRESIDENT
Assignee

GETTY OIL COMPANY

By C. E. Christy
Assignor



* STATE OF CALIFORNIA ss

* COUNTY OF KERN

* On June 13, 1983, before me, the undersigned, a Notary Public in and for said

* State, personally appeared C. G. CHRISTOFF, known to me to be the person whose name

* 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 in and for said County
and State

State of CALIFORNIA

County of LOS ANGELES } ss.

On this the 15th day of June, 1983, before me,

Wm. R. HORSLEY

the undersigned Notary Public, personally appeared

B. J. PERRY

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument as

VICE PRESIDENT or on behalf of the corporation therein

named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Notary's Signature Wm. R. Horsley

CORPORATE ACKNOWLEDGMENT FORM 7120 052

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • Woodland Hills, CA 91364

RECORDED AT REQUEST OF
Getty Oil Company
BOOK 111 PAGE 409

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OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. 87886
FEE \$ 5.00