

THIS CONFIRMATORY ASSIGNMENT is made and entered into this 23rd day of January, 1986, but effective as of December 31, 1984, by and between Getty Oil Company, a Delaware corporation, (hereinafter referred to as "Assignor") and Texaco Producing Inc., a Delaware corporation, (hereinafter referred to as "Assignee").

## W I T N E S S E T H :

WHEREAS, Assignor entered into various Geothermal Leases and Agreements in 1972 and 1982 covering certain properties located in Eureka and Lander Counties, State of Nevada, as described in Exhibit "A" attached hereto (hereinafter referred to as the "Leases"), and

WHEREAS, Assignor assigned said Leases to Earth Power Production Company by letter agreement dated June 30, 1983, reserving to Assignor certain overriding royalty and production payment interests ("Reserved Interests"), and

WHEREAS, by General Assignment dated as of December 31, 1984, Assignor assigned certain property interests to Assignee, and

WHEREAS, said Assignment is incomplete,

NOW THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, grant and convey unto Assignee those certain Reserved Interests in said Leases, to wit:

On a per lease basis an overriding royalty of two and one-half percent (2½%) payable monthly (due the fifteenth day of the calendar month following the calendar month of steam production) on the amount or value of steam, or any other form of heat or other associated energy produced, processed, removed, sold or utilized from each Lease or reasonably susceptible to sale or utilization by the Lessee under each Lease; and

Earth Power shall pay to Assignor one and one-quarter percent (1¼%) of gross revenue derived from production under the Leases. These payments shall be determined and paid on a per Lease basis, however, payments under any particular Lease shall commence only after \$100,000 in gross revenues have been generated by that Lease, as follows:

So long as any Lease, while that Lease is in effect, produces steam or any other form of heat as may be described in that Lease, Earth Power will pay Assignor on a monthly basis (due the fifteenth day of the calendar month following the calendar month of steam production) and amount in U.S. Dollars equal to one and one-quarter percent (1¼%) of the value of steam or any other form of heat or other associated energy produced, processed, removed, sold, or utilized from that Lease or reasonably susceptible to sale or utilization by the Lessee of that Lease. Such monthly amount shall be measured by and shall be equivalent to one and one-quarter percent (1¼%) of the value of gross revenues derived from commercial production of steam or any other form of heat attributable to that particular Lease. Such production payments shall, however, be suspended whenever royalty payments to the Lessor are suspended, but shall resume when such royalty payments resume.

together with all of Assignor's right, title and interest in and to the same.

Assignee does hereby accept this Assignment and covenants to hereafter keep and perform any and all covenants, conditions and obligations of Assignor under or relating to said Reserved Interests.

This Assignment shall extend to, be binding upon, and inure to the benefit of the successors, representatives, participants and assigns of Assignor and Assignee.

ASSIGNOR:

GETTY OIL COMPANY

By: J.A. Schell  
J.A. Schell  
Attorney-in-Fact

ASSIGNEE:

TEXACO PRODUCING INC.

By: H.R. Horner  
H.R. Horner  
Vice President

STATE OF Colorado }  
COUNTY OF Denver } SS.

On this 24<sup>th</sup> day of January, A.D. 1986, personally appeared before me, a notary public in and for Denver County, J.A. Schell, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Getty Oil Company and acknowledged to me that he subscribed the name of said Getty Oil Company thereto, as principal, and his own name as attorney in fact, freely and voluntarily and for the uses and purposes therein mentioned.

Lally H. Connor  
Notary Public

STATE OF New York }  
COUNTY OF Westchester } SS.

On January 31, 1986, personally appeared before me, a notary public, H.R. Horner, Vice President of Texaco Producing Inc., who acknowledged that he executed the above instrument.

Gregory J. O'Donnell  
Notary Public  
GREGORY J. O'DONNELL  
Notary Public, State of New York  
No. 4726499  
Qualified in Westchester County  
Term Expires March 30, 1986

SEAL  
Affixed

EXHIBIT "A"

1. Lease between Eddie Collins, Lessor, successor in interest to M. Thelma Wyant, et al., and Getty Oil Company, Lessee, dated February 14, 1972, and recorded May 8, 1972, in Book 42, Page 271, Eureka County, Nevada;
2. Lease between Thomas E. Preston, Lessor, and Getty Oil Company, Lessee, dated February 22, 1972, and recorded May 8, 1972, in Book 42, Page 275, Eureka County, Nevada; and
3. Lease between Alex Magus, et al., Lessor, and Getty Oil Company, Lessee dated April 12, 1972, and recorded May 8, 1972, in Book 42, Page 277, Eureka County, Nevada.
4. Lease between Florence Sailor, Lessor and Getty Oil Company, Lessee, dated July 22, 1982 and recorded October 8, 1982, in Book 248, Lander County, Nevada.

Getty Oil Company Working Interest in each lease: 50% (Getty Oil Company had previously assigned undivided one-half (1/2) interest in these leases to Mono Power Company.)

Approximate Gross Acreage: 415.4

RECORDED AT REQUEST OF  
Texaco, Inc.  
BOOK 142 PAGE 366

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CLERK OF DISTRICT COURT  
EUREKA COUNTY, NEVADA  
FILE NO. 102050  
FEE 7.00