

THIS CONFIRMATORY ASSIGNMENT is made and entered into this 24th day of January, 1986, but effective as of September 30, 1985, by and between Texaco Producing Inc., a Delaware corporation, (hereinafter referred to as "Assignor") and Getty Oil Exploration Company, a Delaware corporation, (hereinafter referred to as "Assignee").

W I T N E S S E T H :

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

WHEREAS, by General Assignment dated as of December 31, 1984, and by Confirmatory Assignment, dated as of January 23, 1986, but effective as of December 31, 1984, Getty Oil Company assigned said Reserved Interests to Assignor, and

WHEREAS, by Assignment dated as of September 30, 1985, 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:

TEXACO PRODUCING INC.

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

ASSIGNEE:

GETTY OIL EXPLORATION COMPANY

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

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, who
Notary Public, State of New York
No. 4726499
Qualified in Westchester County
Term Expires March 30, 1986

Gregory J. O'Donnell
Notary Public
SEAL Affixed

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 Getty Oil Exploration Company, who acknowledged that he executed the above instrument.

GREGORY J. O'DONNELL
Notary Public, State of New York
No. 4726499
Qualified in Westchester County
Term Expires March 30, 1986
Gregory J. O'Donnell
Notary Public
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 (½) interest in these leases to Mono Power Company.)

Approximate Gross Acreage: 415.4

RECORDED AT REQUEST OF
Texaco, Inc.
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