

132224

Return to:
Chevron Resources Company
Land & Legal Department
P.O. Box 5049
San Ramon, CA 94583-0949

133344

RATIFICATION OF LEASE,

CONSENT TO UNIT AGREEMENT & DIVISION ORDER

WHEREAS Lloyd Harris, Maria J. Harris, Carl D. Simmons and Pauline P. Simmons ("Lessor") and American Thermal Resources, Inc. ("ATR"), entered into that certain Geothermal Lease and Agreement dated February 1, 1972, a Short Form of which is recorded in the Official Records of Lander County, Nevada at Book 108, Page 569; ("Lease")

WHEREAS on July 17, 1973 and on November 27, 1973, Lessor executed two separate Extension Agreements which cumulatively extended the primary term of said Lease to August 1, 1978; copies of each Extension Agreement are recorded in the Official Records of Lander County, Nevada in Book 117, Page 503 and Book 120, Page 564, respectively;

WHEREAS by a series of two Assignments dated June 15, 1976 and March 3, 1978, ATR assigned all of its rights, title, and interest in the Lease, subject to a reserved royalty, to Chevron U.S.A. Inc. Copies of the two Assignments of Geothermal Leases and Agreements are recorded in the Official Records of Lander County, Nevada in Book 139, Page 375 and Book 155, Page 281;

WHEREAS by that certain Amendment of Lease dated May 11, 1978, the primary term of said Lease was again extended to August 1, 1985; a short form of which is recorded in the Official Records of Lander County, Nevada in Book 158, Page 24.

BOOK 213 PAGE 245

433580
LDP-1-21

WHEREAS the above Lease was assigned on April 18, 1985 to Chevron Geothermal Company of California, a Delaware corporation qualified to do business in Nevada ("Lessee"), a copy of the Assignment and Assumption Agreement is recorded in the Official Records of Lander County, Nevada at Book 253, Page 233.

WHEREAS copies of each of the above documents were furnished to the hereinbelow Lessor.

NOW THEREFORE, for Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby grant, lease, and let unto Lessee only those lands included in said Lease as more particularly described below and are hereafter referred to as the "Land":

Lander County, Nevada, Township 31 North, Range 48 East, MDB&D Section 7: W/2, W/2 SE/4, NE/4 SE/4

FURTHER, Lessor by this instrument does adopt and ratify the above said Lease for the term and purposes and subject to all of the other provisions of said Lease and Lessor and Lessee further agree that all provisions of said Lease shall apply separately and distinctly to their proportionate interests in said Land and this instrument shall constitute and create a separate and distinct holding under said Lease.

FURTHER, Lessor, as owner of said Land which is included within Tract No. 27 of the boundaries of the Unit Area of the Unit Agreement for the Development and Operation of the Beowawe Geothermal Unit (Unit Agreement) recorded in the Official Records of Lander County, Nevada, at Book 177, Page 514, does hereby consent to the commitment

LDP-1-21

of said Land, interests or royalties to the said Unit Agreement and ratify the terms of said Unit Agreement as applicable to said Land, interests and royalties. Lessor does further agree that the drilling and development requirements of said Lease and other agreements in which their several rights and interests are created or defined shall be deemed fully performed by the conduct of operations under said Unit Agreement on any part of the Unit Area or production of unitized substances from any part of the Unit Area. Such operations or production shall be considered as operations upon or production from each tract included therein and such operations or productions shall continue in full force and effect each lease and other agreement covering such tracts and that payment for the proceeds of unitized substances upon the basis of allocation to such tracts in accordance with the respective tract participations, as provided in said Unit Agreement shall constitute full performance of all such obligations to the undersigned existing under such leases or other agreements.

This agreement shall bind and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the Lessor.

*
*
*
*
*
*
*
*
*
*

LDP-1-21

- 3 -

BOOK 2 | 3 PAGE 247

IN WITNESS WHEREOF, this agreement has been executed as of the date hereinbelow written.

LESSOR

Signature: Lloyd Harris
Lloyd Harris

Signature: Marla J. Harris
Marla J. Harris

Social Security No.: [REDACTED]

Social Security No.: [REDACTED]

Address:

1255 Worthington Rd.
Eagle Point, Oregon 97524

Date:

April 7, 1986

STATE OF Oregon
County of Jackson

ss.

On this 7 day of April, A.D., 1986, before me, a Notary Public in and for said County and State, personally appeared Lloyd Harris and Marla J. Harris known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within Instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]
Notary Public in and for said County and State

My commission expires November 4, 1989



COPY

BOOK 2 | 3 PAGE 249

OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
BOOK 213 PAGE 245
Chasman v. A.A.
90 AUG 27 P4:42
one
EUREKA COUNTY, CALIFORNIA
M.N. REBALCANT, RECORDER
FILE NO. 133344
FEE \$ 9.00

OFFICIAL RECORDS
LANDREAU, RECORDER
RECORD REQUESTED BY
Chasman M.A.G. [Signature]
86 APR 18 P1:42
132224
RAYE & FAGO
RECORDER
FEE DER 9.00

BOOK 266 PAGE 28