

135010

Recording Requested By
And when Recorded Mail To:

David W. Clark, Esq.

Oxbow Power of Beowawe, Inc.

P. O. Box 027553

West Palm Beach, Florida 33402-7553

PRODUCTION PAYMENT DEED

THIS PRODUCTION PAYMENT DEED (this "Deed"), made as of this 21st day of December, 1990, by and between CHEVRON GEOTHERMAL COMPANY OF CALIFORNIA, a Delaware corporation ("Grantor"), whose address is 4000 Executive Parkway, Suite 400, San Ramon, California 94553, and OXBOW POWER OF BEOWAWE, INC., a Delaware corporation ("Grantee"), whose address is 1601 Forum Place, West Palm Beach, Florida 33401.

W I T N E S S E T H:

WHEREAS Grantor is the lessee under certain geothermal leases with respect to the Unit Area defined below (each a "Lease" and collectively the "Leases") pursuant to which Grantor has obtained certain rights to (1) natural geothermal water, steam and brine and the materials contained therein (the "geothermal fluids"), and (2) energy present in natural heat of the earth or the heat present below the surface of the earth in whatever form such heat may occur, including but not limited to the geothermal fluids (the "Geothermal Energy"), together with certain rights to facilities on the surface of the land and upon and across the surface of the land enter upon and pass over, upon and across the surface of the land subject to each Lease, in each case to the extent permitted under, and subject to, the provisions contained in each Lease; and

WHEREAS the geographical area subject to the Leases comprises a unit area commonly known as the "Beowawe Unit Area" more particularly described as that portion of the Counties of Lander and Eureka, State of Nevada, that is subject to that certain Unit Agreement (the "Unit Agreement") dated as of August 1, 1979 and recorded in the Official Records of Lander County on May 19, 1980 as document number 98705, Book 177, Pages 513 through 581 with revised Exhibits A and B to the Unit Agreement recorded in the Official Records of Lander County on April 30, 1987 as document number 140945, Book 287, Pages 517-528, and March 21, 1990 as document number 163884, Book 343, Pages 237-248, and in the Official Records of Eureka County on June 16, 1980 as file number 73981, Book 82, Pages 1 through 49, with revised Exhibits A and B to the Unit Agreement recorded in the Official Records of Eureka County on May 8, 1987 as document number 108051, Book 156, Pages 315-326, and Match 30, 1990 as document number 132048, Book 209, Pages 309-320, a plat of which is attached as Exhibit A hereto (the "Unit Area"); and

WHEREAS grantor is the Unit Operator under the Unit Agreement; and

WHEREAS grantee is a general partner of Beowawe Geothermal Power Company, a California general partnership (the "Partnership"), which owns and operates a geothermal electric generating system located in the Beowawe area in Lander and Eureka Counties, Nevada consisting of geothermal production and injection wells and associated surface facilities now existing or hereafter constructed by the Partnership (the "Field Facilities") and presently consisting of the Beowawe Ginn-1 and Ginn-2 geothermal production wells, the Batz-1 geothermal injection well and associated pipelines and other surface facilities, located in Lander and Eureka Counties and electric generating facilities located in Lander County (the "Electric Generating Facilities"); and

WHEREAS in order to produce and generate electricity, the Electric Generating Facilities require the use of the geothermal fluids and the geothermal energy, and grantee is obligated to contribute the geothermal fluids and the geothermal energy to the Partnership; and

WHEREAS grantor desires to grant to grantee and grantee desires to obtain from grantor a production payment in the geothermal fluids and the geothermal energy from the Unit Area for the purpose of operating the Electric Generating Facilities together with certain non-exclusive easements upon the terms and conditions hereof:

Now, therefore, the parties hereto agree as follows:

1. Grant. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grantor does hereby grant, transfer and convey unto said grantee, its successors and assigns:

(a) A production payment in the Unit Area, which lands are more particularly described in Exhibit B hereto, consisting of the geothermal fluids and geothermal energy produced from the Unit Area using the Field Facilities in an amount sufficient to operate the Electric Generating Facilities to produce a maximum gross output of energy of 16,660 kilowatts and all rights, titles, interests, remedies, powers and privileges appurtenant or incident thereto, free and clear of any charges by grantor in connection with such production of geothermal fluids and geothermal Energy (the "Production Payment").

(b) Non-exclusive easements over, upon and across the surface of the land subject to each Lease (i) to construct, use, maintain, erect, repair,

replace and remove all roads, pipelines, machinery, equipment and structures or facilities related thereto and (ii) to pass over, upon and across the surface of the land subject to each Lease together with ingress to and egress from such land, all for the purpose of obtaining and maintaining the Production Payment hereinabove and constructing, reconstructing, operating and maintaining the Electric Generating Facilities and Field Facilities, to the extent that, under the Leases, such surface rights exist and may be provided to Grantee by easement hereunder.

2. Term. The term of this Deed (the "Term") shall commence upon execution hereof and shall end on the expiration of the term of that certain Power Purchase Contract (as may be amended from time to time, the "Power Purchase Contract") dated November 9, 1984, by and between Southern California Edison Company and Chevron U.S.A. Inc. a wholly owned subsidiary of Chevron Corporation ("Chevron") and assigned to the Partnership on December 11, 1985; provided that the term of this Deed shall end in any event whenever 21 years less one day shall have elapsed after the death of the survivor of all the descendants of Joseph P. Kennedy, father of John F. Kennedy, the late President of the United States of America, who are living at the date of execution of this Deed. Grantee shall give Grantor prompt written notice of the cancellation or termination of the Power Purchase Contract.

3. Operation and Maintenance of Field Facilities. Grantor hereby authorizes Grantee to take any and all action within the Unit Area to construct, reconstruct, operate and maintain the Field Facilities solely for the purpose of obtaining and maintaining the Production Payment hereinabove provided, including the right to drill, test and complete additional wells when the quality or quantity of the geothermal fluids or geothermal Energy is insufficient to satisfy the requirements of the Production Payment or the cost of producing the same materially increases, and to produce extract, store, utilize, process and dispose of geothermal fluids and geothermal Energy and to obtain licenses, permits or other governmental authorizations for such actions. Grantee shall operate and maintain the Field Facilities at its sole expense in a manner consistent with sound geothermal field engineering practices and shall have the right to connect any such well to the Field Facilities, to maintain and operate such well and such connection and to inject geothermal fluids into the geothermal reservoir after utilization of the geothermal fluids and geothermal Energy. Grantee shall have the right to drill, test, complete, operate and maintain any and all new injection wells that Grantee determines, in its reasonable judgment, are necessary. Grantor agrees to cooperate with Grantee and to provide such consents and authorizations as may be required of Grantor to enable Grantee to conduct such operations and activities. Grantee shall take all geothermal Energy and

Geothermal fluids in kind. To the extent reasonably and commercially practicable, grantor and grantee each agree not to interfere with the operations within the Unit Area of the other; provided, however, that in no event shall the provisions of this sentence restrict grantee's right to obtain and maintain the Production Payment as herein provided.

4. Payment of Rentals and Royalties. Grantor hereby delegates to grantee the obligation to pay any rentals and royalties in accordance with Article XV of the Unit Agreement allocable to the actual geothermal fluids and geothermal energy production subject to the foregoing grant, calculated in the manner used prior to the date hereof, or in another generally accepted manner, until and unless revised by agreement with the United States Bureau of Land Management (the "BLM") or the United States Minerals Management Service (the "MMS"), and grantee hereby accepts such delegation and assumes such obligation. Grantee shall provide grantor with prompt evidence of such payments along with relevant calculations of rentals and royalties paid in accordance with Article XV of the Unit Agreement. Grantee shall indemnify, defend and hold harmless grantor against any and all claims for rentals or royalties in connection with the geothermal fluids and geothermal energy produced by grantee. Since it is the ultimate responsibility of grantor to assure that rentals and royalty payments are made in a timely manner grantor reserves the right, in the event that a question arises as whether or not the proper payments are being made in a timely manner, and upon 5 days prior written notice to grantee, to make the required payments for and on behalf of grantee in order to preserve grantor's interest in the Leases. In the event that grantor exercises its rights and makes payments in behalf of grantee in respect to rentals or royalties then grantee shall be required to reimburse grantor in accordance with the provisions of Section 8 hereof.

5. Taxes. Grantee shall pay, promptly when due, together with interest and penalties thereon, if any, or promptly reimburse grantor if paid by grantor, (a) all ad valorem taxes (or taxes imposed in lieu thereof) imposed upon or assessed with respect to or charged against the Production Payment, or upon the geothermal fluids or geothermal energy produced by grantee and (b) all severance, gross production, sales, occupation and other taxes and assessments of any kind imposed upon or with respect to or measured by or charged against the Production Payment or the geothermal fluids or geothermal energy produced by grantee. Grantor reserves the right, in order to preserve its leasehold interests in the Leases, to make any payments of such taxes in behalf of and for the account of grantee.

6. Operation of the Unit Area. During the Term hereof, grantor shall, at grantor's own cost and expense,

(a) operate and maintain the Unit Area and the Leases thereunder in accordance with the Unit Agreement, the respective Leases and applicable federal, state and local laws and (b) give or cause to be given to grantee written notice of default or other adverse claim or demand made by any person affecting the Unit Area or the Leases in any manner whatsoever, and of any adverse suit or other legal proceeding instituted with respect thereto, and at grantor's expense cause all necessary and proper steps to be taken with reasonable diligence to protect and defend the Unit Area and the Leases against any adverse claim or demand, including, but not limited to, the employment of legal counsel for the prosecution or defense of litigation or other legal proceeding and the contest, release or discharge of such adverse claim or demand.

7. Covenants of Grantor. So long as this Deed remains in force, grantor shall not adversely affect the rights of grantee. Grantor agrees to provide to grantee written notice ninety (90) days prior to the drilling of each and every additional geothermal production or injection well located in the participating area included within the Unit Area and to make available to grantee in accordance with the procedures of Section 9 hereof all geological and engineering studies and other relevant information related to such proposed additional well which grantor and its agents and consultants may possess. Grantor agrees to meet with grantee, and to cause its agents and consultants knowledgeable with respect to such proposed additional well to meet with grantee, from time to time as reasonably requested by grantee after receipt by grantee of such written notice, to provide information regarding what effect, if any, the proposed additional well will have on the heat, fluid, pressure and other characteristics of the Geothermal Fluids and Geothermal Energy used to operate the Electric Generating Facilities.

8. Remedies. If, while this Deed remains in force, either party shall fail to perform or observe any of the covenants or agreements herein provided to be performed or observed by such party, the non-defaulting party, in addition to its rights to recover damages and all other remedies available to it at law or in equity, may, if such failure shall continue unremedied after a reasonable time from delivery to the defaulting party of written notice thereof, perform or cause to be performed such acts at defaulting party's expense in which event the non-defaulting party may expend all necessary funds for such purpose, and the defaulting party shall reimburse the non-defaulting party upon demand for all amounts so expended by the non-defaulting party, together with interest on such amounts at a fluctuating rate per annum equal to the rate reported by Telerate, Inc. at Telerate page 125 or such other page as may replace Telerate page 125 designated as the prime rate as in effect from time to time but in no event

to exceed the maximum interest rate permitted by applicable law.

9. Access to Information. Grantor will permit the grantee and the duly authorized representatives of grantee, at any reasonable time, but at grantee's risk and expense, (a) to make an inspection of the Unit Area, Unit Agreement, Leases, title reports, and all records, reports, correspondence and other documents relating thereto, as grantee or such representatives shall deem proper and (b) to utilize existing wells within the Unit Area (if, and so long as, they are not being used by grantor for production or injection purposes) for the sole purpose of obtaining information with respect to the quantity and quality of geothermal fluids and geothermal energy contained in the Unit Area.

10. Successors and Assigns. The obligations of grantor and grantee hereunder shall be binding upon each of

them and their respective successors and assigns for the period of time each of them holds this Deed or the Leases, as the case may be. All the covenants and agreements of grantor herein contained shall be deemed to be covenants running with the land and shall be binding upon the successors and assigns of grantor and shall inure to the benefit of the successors and assigns of grantee. Grantee shall not assign its interest in this Deed without the written consent of grantor; provided, however, that assignee may assign its interest hereunder to: (i) a successor to its interest in the Partnership, (ii) the Partnership, (iii) any successor to the Partnership, or (iv) any lender in connection with obtaining financing for grantee, any person or entity described in clauses (i), (ii) or (iii) of this sentence, or any other permitted assignee hereunder. If grantee at any time shall execute a mortgage, deed of trust or security agreement covering all or any part of the Production Payment, this Deed, the geothermal fluids and geothermal energy as security for any obligation, the mortgagee or the trustee therein named or the holder of the obligation secured thereby shall be entitled, to the extent such mortgage, deed of trust or security agreement so provides, to exercise all of the rights, remedies, powers and privileges herein conferred upon grantee, and to give or withhold all consents herein required or permitted to be obtained from grantee.

11. Warranties by Grantor. Grantor warrants to grantee that grantor has full right and authority to sell and convey this Deed as herein provided; that this Deed has and shall have a first and prior claim upon all geothermal energy and geothermal fluids produced from the Unit Area using the Field Facilities to maintain the Production Payment during the Term; that Exhibit B is a true and correct list of the Leases as of the date hereof; that the Leases and the Unit Agreement are in full force and effect and there are no material defaults under the Leases or the Unit Agreement by the grantor that

would impair grantee's rights under this Deed; that all consents to the execution and delivery of this Deed of the BIM, the MMS, lessors, lessees, landowners or royalty-owners which are necessary to prevent a forfeiture of the Production Payment or any Lease or other interest constituting a portion of the Unit Area, or a default hereunder or under any Lease or other interest constituting a portion of the Unit Area have been obtained and are in full force and effect.

12. Notices. All notices and other communications under this Deed shall be in writing and shall be deemed to have been properly given as delivered when delivered in person to an authorized representative of the other party, or when sent by certified mail, telex or electronic mail to the other party at the address set forth for such party in the first paragraph hereof.

13. Consents. Any consents or permission requested hereunder shall not be unreasonably withheld.

14. Governing Law. This Deed shall be governed by the laws of the State of Nevada.


15. Further Assurances. From time to time after execution of this Deed, the parties shall take such actions and execute and deliver such documents as may be reasonably requested (at the expense of the requesting party) to further perfect, evidence or consummate the transactions contemplated by this Deed.

16. Captions. The captions or headings at the beginning of each section hereof are for the convenience of the parties and are not a part of this Deed.

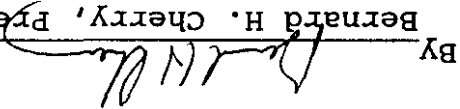
17. Counterparts. This Deed may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, and all of which shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Deed to be executed as of the day and year first above written.

CHEVRON GEOTHERMAL COMPANY OF CALIFORNIA

By  E. J. Elliott, Vice President

OXBOW POWER OF BEOWAWE, INC.

By  Bernard H. Cherry, President

DEED CGC-OXBOW BOOK 218 PAGE 205

ACKNOWLEDGMENT

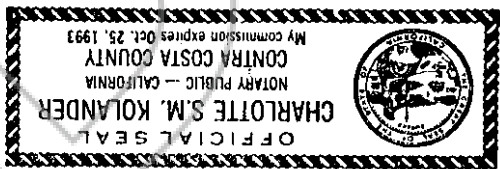
STATE OF CALIFORNIA,
city and county of Contra Costa
ss.)

On December 18, 1990, before me, the undersigned, a

Notary Public of the State of California, duly commissioned and sworn, personally appeared L. T. Elliott, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Vice President on behalf of CHEVRON GEOTHERMAL COMPANY OF CALIFORNIA, and acknowledged to me that said person executed the within instrument on behalf of CHEVRON GEOTHERMAL COMPANY OF CALIFORNIA.

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

(Seal)



NOTARY PUBLIC
State of California

Charlotte S.M. Kolander

DEED CGC-OXBOW

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ACKNOWLEDGMENT

STATE OF Florida,
city and county of Polk
ss.)
)

On December 13th, 1990, before me, the undersigned, a

Notary Public of the state of Florida, duly commissioned and sworn, personally appeared Bernard H. Cherry, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as President on behalf of OXBOW POWER OF BEOWAWE, INC., and acknowledged to me that said person executed the within instrument on behalf of OXBOW POWER OF BEOWAWE, INC.

IN WITNESS WHEREOF, I have hereunto set my hand and

affixed my official seal in the County and State aforesaid the day and year in the certificate first above written.

Carol Lunden Hays

NOTARY PUBLIC

(Seal)
CAROL LUNDEN HAYS
MY COMMISSION EXPIRES
March 19, 1993
BONDED THRU NOTARY PUBLIC UNDERWRITERS

EXHIBIT "A"

SCALE 1:24,000

EMERX & LANDEN COS., NEVADA

BEOWAWE UNIT AREA

CHEVRON GEOTHERMAL COMPANY OF CALIFORNIA

REV 2-28-90

PATENTED LAND

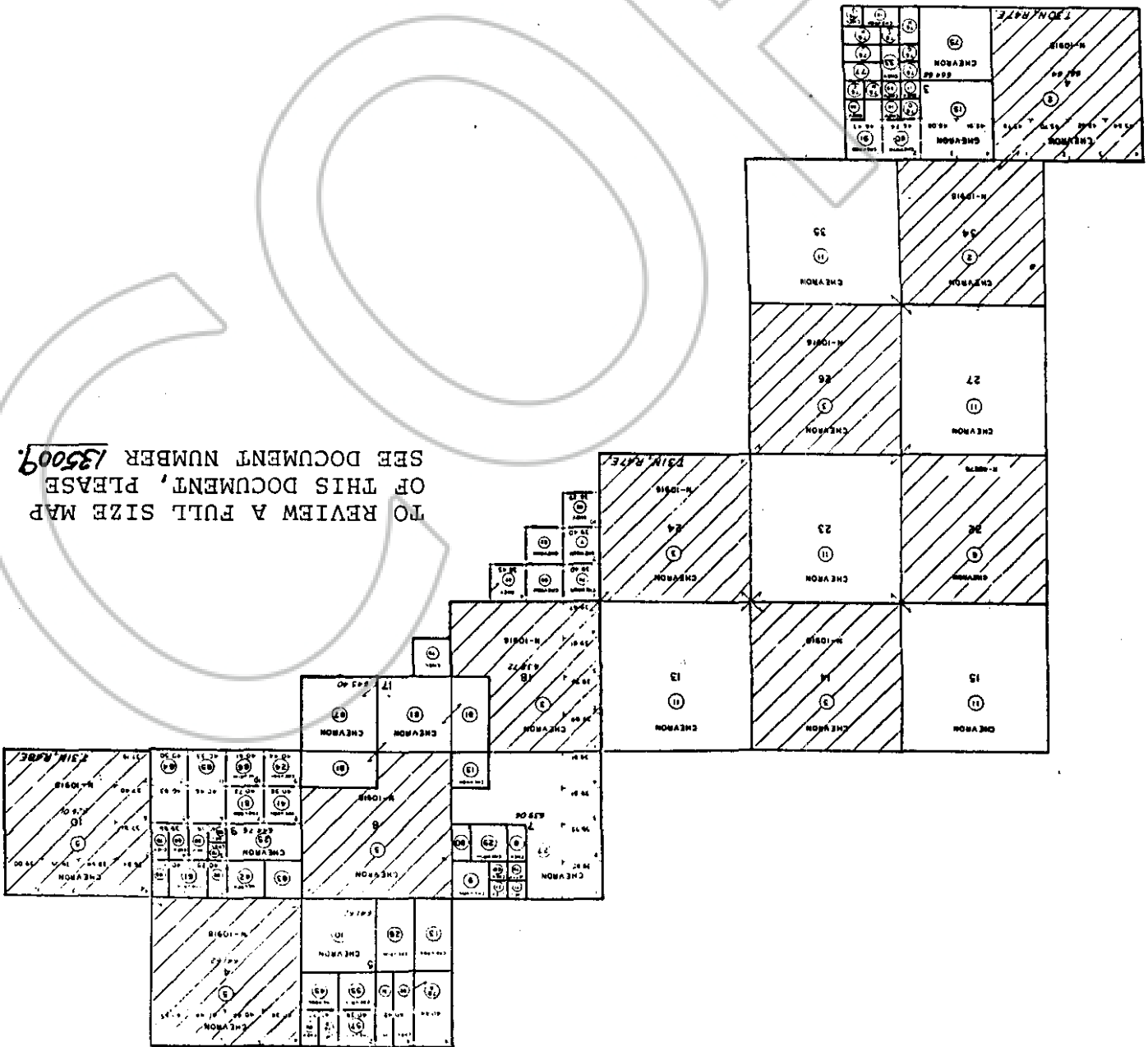
PUBLIC LAND



TRACT NUMBER AS LISTED ON EXHIBIT "B"

LEGEND

TO REVIEW A FULL SIZE MAP
OF THIS DOCUMENT, PLEASE
SEE DOCUMENT NUMBER 135009.



Revised February 28, 1990
 EXHIBIT "B" - BEDOWAME UNIT, EUREKA AND LANDER COUNTIES, NEVADA

T30N, T31N, R47E, R48E, M.D.B. & M.

| Tract No. | Description | Acres | Serial No. & Expiration Of Leases | Basic Royalty & Ownership Percentages | Lessee Of Record | ORR | Working Interest |
|-----------|--|---------|-----------------------------------|---------------------------------------|------------------|------|------------------|
| 2 | T31N, R47E Section 34 (640) T30N, R47E Section 4 (662.64) | 1302.64 | N-10915 HBU | USA: A11 | Chevron | None | Chevron |
| 3 | T31N, R47E Section 26 (640) Section 24 (640) Section 14 (640) T31N, R48E Section 18: Lots 1,2,3,4, W-1/2 NE-1/4, E-1/2 W-1/2, SE-1/4 (558.72) | 2478.72 | N-10916 HBU | USA: A11 | Chevron | None | Chevron |
| 5 | T31N, R48E Section 4: (641.82 ac) Section 8: NE-1/4, W-1/2, N-1/2 SE-1/4 (560 ac) Section 10: (626.01 ac) | 1827.83 | N-10918 HBU | USA: A11 | Chevron | None | Chevron |
| 6 | T31N, R47E Section 22 | 640.00 | N-48276 HBU | USA: A11 | Chevron | None | Chevron |
| 7 | T31N, R48E Section 19 Lot 2 | 39.40 | HBU | Chester H. & Geraldine E. Thomas: A11 | Chevron | 2% | Chevron |
| 8 | T31N, R48E Section 7 W-1/2 SW-1/4 NE-1/4 | 20.00 | HBU | Lawrence L. & Billie B. Werner: A11 | Chevron | 2% | Chevron |

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Revised February 28, 1990
 EXHIBIT "B" - BENDAWAHE UNIT, EUREKA AND LANDER COUNTIES, NEVADA

T30N, T31N, R47E, R48E, M.D.B. & M.

| Tract No. | Description | Acres | Serial No. & Expiration Of Leases | Basic Royalty & Ownership Percentages | Lessee Of Record | ORR | Working Interest |
|-----------|---|---------|-----------------------------------|---|------------------|------|------------------|
| 9 | T31N, R48E Section 7 NE-1/4 NE-1/4 | 40.00 | HBU | Helen R. Lasky: A11 | Chevron | 2% | Chevron |
| 10 | T31N, R48E Section 5 SE-1/4 | 160.00 | HBU | Jacob Blickensderfer: A11 | Chevron | 2% | Chevron |
| 11 | T31N, R47E Section 13: A11 Section 15: A11 Section 23: A11 Section 27: A11 Section 35: A11 | 3200.00 | HBU | J. Allen Ginn: A11 | Chevron | 2% | Chevron |
| 13 | T31N, R48E Section 5: W-1/2 SW-1/4 Section 7: SE-1/4 SE-1/4 | 120.00 | HBU | Dominick & Myrte Stocchetti, Robert & Beverly Stocchetti, John & Shirley Stocchetti: A11 | Chevron | 2% | Chevron |
| 15 | T30N, R47E Section 3: NW-1/4 | 171.99 | HBU | Steve & Mary Mohulski: A11 | Chevron | None | Chevron |
| 16 | T30N, R47E Section 3: SE-1/4 SW-1/4 SE-1/4; SW-1/4 SE-1/4 SE-1/4 | 20.00 | HBU | George & Viola Magliocco: A11 | Chevron | None | Chevron |
| | T30N, R47E Section 3: SW-1/4 SW-1/4 NE-1/4 | 10.00 | HBU | Edwin Keith: A11 | Chevron | None | Chevron |
| | T30N, R47E Section 3: NE-1/4 SW-1/4 NE-1/4 | 10.00 | HBU | Howard & Joan Branss: A11 | Chevron | None | Chevron |
| | T31N, R48E Section 9: NW-1/4 SW-1/4 NE-1/4 | 10.14 | HBU | John E. McKinney: A11 | Chevron | None | Chevron |

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Revised February 28, 1990
 EXHIBIT "B" - BEOWAME UNIT, EUREKA AND LANDER COUNTIES, NEVADA

T30N, T31N, R47E, R48E, M.D. 8. & M.

| Tract No. | Description | Acres | Serial No. & Expiration Of Leases | Basic Royalty & Ownership Percentages | Lessee Of Record | GOR | Working Interest |
|-----------|--|--------|-----------------------------------|--|------------------|------|------------------|
| 20 | T31N, R48E Section 5: E-1/2 NE-1/4 NE-1/4 | 20.37 | HBU | Robert F. McKee: A11 | Chevron | None | Chevron |
| 21 | T31N, R48E Section 7: NE-1/4 NW-1/4 NE-1/4 | 10.00 | HBU | Merlyn & Barbara Knowles: A11 | Chevron | None | Chevron |
| 22 | T31N, R48E Section 19: SE-1/4 NW-1/4 | 40.00 | HBU | Jack Leroy Robertson: A11 | Chevron | None | Chevron |
| 24 | T31N, R48E Section 9: SW-1/4 SW-1/4 | 40.44 | HBU | Karl & Emma Clausser: A11 | Chevron | None | Chevron |
| 25 | T31N, R48E Section 9: S-1/2 NW-1/4 | 80.00 | HBU | Betty Weir, George & Margueret Batley: A11 | Chevron | None | Chevron |
| 27 | T31N, R48E Section 7: W-1/2, W-1/2 SE-1/4, NE-1/4 SE-1/4 | 439.06 | HBU | Lloyd & Marla Harris: 50% Carl & Pauline Simmons: 50% | Chevron | 2% | Chevron |
| 28 | T31N, R48E Section 5: E-1/2 SW-1/4 | 80.00 | HBU | Lloyd & Marla Harris: A11 | Chevron | None | Chevron |
| 29 | T31N, R48E Section 7: E-1/2 SW-1/4 NE-1/4; W-1/2 SE-1/4 NE-1/4 | 40.00 | HBU | Dale & Patricia Hansen: A11 | Chevron | None | Chevron |
| 30 | T31N, R48E Section 9: E-1/2 SW-1/4 NE-1/4 | 20.00 | HBU | Daniel & Bonnie Jean McKinney: A11 | Chevron | 2% | Chevron |
| 31 | T31N, R48E Section 5: E-1/2 E-1/2 NW-1/4 | 40.00 | HBU | D.J. & Lois M. Cecil: A11 | Chevron | 2% | Chevron |

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Revised February 28, 1990
 EXHIBIT "g" - BEOWAHE UNIT, EUREKA AND LANDER COUNTIES, NEVADA

T30N, T31N, R47E, R48E, M.D.B. & M.

| Tract No. | Description | Acres | Serial No. & Expiration Of Leases | Basic Royalty & Ownership Percentages | Lessee Of Record | ORR | Working Interest |
|-----------|--|-------|-----------------------------------|---|------------------|------|------------------|
| 33 | T30N, R47E Section 3: SE-1/4 | 20.00 | HBU | Harold Roy & Marie C.Z. Berg: All | Chevron | None | Chevron |
| 41 | T31N, R48E Section 9: NW-1/4 SW-1/4 | 40.56 | HBU | James H. & Kathryn I. Runyan: All | Chevron | None | Chevron |
| 42 | T31N, R48E Section 9: NE-1/4 NW-1/4 | 40.00 | HBU | John J. & Kathryn M. O'Hare: All | Chevron | None | Chevron |
| 45 | T31N, R48E Section 5: SE-1/4 NE-1/4 | 40.00 | HBU | Harry Wistowski: All | Chevron | 2% | Chevron |
| 50 | T31N, R48E Section 19: NE-1/4 NW-1/4 | 40.00 | HBU | Tomochika Uyeda & Edward Kihara: All | Chevron | 2% | Chevron |
| 51 | T31N, R48E Section 9: NE-1/4 SW-1/4 | 40.73 | HBU | Arthur O. Rollins: All | Chevron | 2% | Chevron |
| 52 | T31N, R48E Section 5: W-1/2 E-1/2 NW-1/4 | 40.00 | HBU | Jess A. & June A. Sellers: All | Chevron | 2% | Chevron |
| 53 | T31N, R48E Section 9: SW-1/4 SW-1/4 NE-1/4 | 10.00 | HBU | Kathleen McKinney Oberst: All | Chevron | 2% | Chevron |
| 55 | T31N, R48E Section 5: SW-1/4 NE-1/4 | 40.00 | HBU | Beth L. Robbins: All | Chevron | 2% | Chevron |
| 56 | T30N, R47E Section 3: NE-1/4 SE-1/4 NE-1/4 | 10.00 | HBU | Bryce E. Barger: All | Chevron | None | Chevron |
| 57 | T31N, R48E Section 5: NW-1/4 NE-1/4 | 40.39 | HBU | Peggy Ferrer & Hilda Veto: All | Chevron | None | Chevron |

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Revised February 28, 1990
 EXHIBIT "B" - BEOWAME UNIT, EUREKA AND LANDER COUNTIES, NEVADA

T30N, T31N, R47E, R48E, M.D.B. & M.

| Tract No. | Description | Acres | Serial No. & Expiration Of Leases | Basic Royalty & Ownership Percentages | Lessee Of Record | QRR | Working Interest |
|-----------|--|--------|-----------------------------------|---------------------------------------|------------------|------|------------------|
| 59 | T30N, R47E Section 3: SE-1/4 SW-1/4 NE-1/4 | 10.00 | HBU | Cattlemen's Title Guarantee Co.: All | Chevron | None | Chevron |
| 61 | T31N, R48E Section 9: E-1/2 NW-1/4 NE-1/4; W-1/2 NE-1/4 NE-1/4 | 40.40 | HBU | Dale N. & Patricia R. Hansen: All | Chevron | None | Chevron |
| 62 | T31N, R48E Section 19: Lot 10 | 36.29 | HBU | Cattlemen's Title Guarantee Co.: All | Chevron | None | Chevron |
| 65 | T31N, R48E Section 7: SE-1/4 NW-1/4 NE-1/4 | 10.00 | HBU | Robert J. & Audrey M. Zink: All | Chevron | None | Chevron |
| 66 | T31N, R48E Section 9: SE-1/4 SW-1/4 | 40.61 | HBU | Albert & Gladys Adams: All | Chevron | None | Chevron |
| 69 | T31N, R48E Section 9: W-1/2 SE-1/4 NE-1/4 | 20.00 | HBU | Edna Lee Basmajian: All | Chevron | None | Chevron |
| 70 | T31N, R48E Section 9: E-1/2 SE-1/4 NE-1/4 | 19.96 | HBU | Sampson T. & Lorene Friend: All | Chevron | None | Chevron |
| 71 | T31N, R48E Section 7: NW-1/4 NW-1/4 NE-1/4 | 10.00 | HBU | Allen S. & Lucille L. Hopkins: All | Chevron | None | Chevron |
| 72 | T31N, R48E Section 17: NW-1/4 SW-1/4 | 40.00 | HBU | Sam M. & Annie Dermengian: All | Chevron | None | Chevron |
| 74 | T31N, R48E Section 19: NW-1/4 NW-1/4 | 39.40 | HBU | Loretta Moffatt Rossi: All | Chevron | 2% | Chevron |
| 75 | T30N, R47E Section 3: SW-1/4 | 160.00 | HBU | Sam M. & Annie Dermengian: All | Chevron | None | Chevron |

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Revised February 28, 1990
EXHIBIT "B" - BEOWAHE UNIT, EUREKA AND LANDER COUNTIES, NEVADA
T30N, T31N, R47E, R48E, M.D.B. & M.

| Tract No. | Description | Acres | Serial No. & Expiration Of Leases | Basic Royalty & Ownership Percentages | Lessee Of Record | ORR | Working Interest |
|-----------|--|-------|-----------------------------------|---|------------------|------|------------------|
| 76D | T30N, R47E Section 3: NW-1/4 SW-1/4 NE-1/4 | 10.00 | N/A | Ralph H. Lakey: A11 | None | None | None |
| 76E | T30N, R47E Section 3: SE-1/4 SE-1/4 NE-1/4 | 10.00 | N/A | Joyce Bailey: A11 | None | None | None |
| 76F | T30N, R47E Section 3: NW-1/4 NW-1/4 SE-1/4 | 10.00 | N/A | Richard Howe: A11 | None | None | None |
| 76G | T30N, R47E Section 3: SW-1/4 NW-1/4 SE-1/4 | 10.00 | N/A | G. & M. Properties: A11 | None | None | None |
| 76H | T30N, R47E Section 3: W-1/2 SW-1/4 SE-1/4 | 20.00 | N/A | Cattlemen's Title Guarantee Co. & Alfred & Yvonne Dietz, Contract Vendee: A11 | None | None | None |
| 76I | T30N, R47E Section 3: NE-1/4 SW-1/4 SE-1/4 | 10.00 | HBU | Cattlemen's Title Guarantee Co. & Gladys Lex Contract Vendee: A11 | Chevron | None | Chevron |
| 76J | T30N, R47E Section 3: S-1/2 NE-1/4 SE-1/4 | 20.00 | HBU | Cattlemen's Title Guarantee Co. & BKH Holding Corp., Contract Vendee: A11 | Chevron | None | Chevron |
| 76K | T30N, R47E Section 3: N-1/2 SE-1/4 SE-1/4 | 20.00 | N/A | Cattlemen's Title Guarantee Co. & Alfred S. Pollack, Contract Vendee: A11 | None | None | None |
| 76L | T30N, R47E Section 3: SE-1/4 SE-1/4 SE-1/4 | 10.00 | HBU | Cattlemen's Title Guarantee Co. & Gladys Lex Contract Vendee: A11 | Chevron | None | Chevron |

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Revised February 28, 1990
 EXHIBIT "B" - BEOHAWNE UNIT, EUREKA AND LANDER COUNTIES, NEVADA

T30N, T31N, R47E, R48E, M.D.B. & M.

| Tract No. | Description | Acres | Serial No. & Expiration Of Leases | Basic Royalty & Ownership Percentages | Lessee Of Record | ORR | Working Interest |
|-----------|---|--------|-----------------------------------|---|------------------|------|------------------|
| 76M | T30N, R47E Section 3: SW-1/4 SE-1/4 NE-1/4 | 10.00 | HBU | Cattleman's Title Guarantee Co. & Helen Kolody, Contract Vende: All | Chevron | None | Chevron |
| 77 | T30N, R47E Section 3: N-1/2 NE-1/4 SE-1/4 | 20.00 | N/A | Bryce B. Robinson: All | None | None | None |
| 78A | T31N, R48E Section 5: W-1/2 NW-1/4 | 80.44 | N/A | Richard & Beverly Eckels: 50% James K. Wollard: 50% | None | None | None |
| 78B | T31N, R48E Section 5: W-1/2 NE-1/4 NE-1/4 | 20.00 | N/A | Hadassah Women's Zionist Organization: All | None | None | None |
| 79 | T31N, R48E Section 7: SW-1/4 NW-1/4 NE-1/4 | 10.00 | HBU | Roy & Florence Sailor: All | Getty Oil | None | Getty Oil |
| 80 | T31N, R48E Section 7: E-1/2 SE-1/4 NE-1/4 | 20.00 | N/A | Thomas Neil Crook: All | None | None | None |
| 81 | T31N, R48E Section 8: S-1/2 SE-1/4 Section 17: NW-1/4 Section 18: E-1/2 NE-1/4 | 320.00 | HBU | Stanford University: All | Chevron | None | Chevron |
| 82 | T31N, R48E Section 9: W-1/2 of Lot 2 (W-1/2 NW-1/4 NE-1/4) | 20.00 | HBU | Donald T. & Eileen G. Pope: All | Chevron | None | Chevron |
| 83 | T31N, R48E Section 9: NW-1/4 NW-1/4 | 40.00 | HBU | Mona Waters: 50% Vernon W. Humber: 50% | Chevron | None | Chevron |
| 84 | T31N, R48E Section 9: Lots 5 and 12 | 81.13 | HBU | A. T. Gelbke: All | Chevron | None | Chevron |
| 85 | T31N, R48E Section 9: Lots 6 and 11 | 80.79 | HBU | Stella Badowsky: All | Chevron | None | Chevron |
| 87 | T31N, R48E Section 17: NE-1/4 (160) Section 19: Lot 4 (38.45) | 198.45 | HBU | Elmer L. & Lillian E. Batz: All | Chevron | None | Chevron |

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Revised February 28, 1990
 EXHIBIT "B" - BEOWAME UNIT, EUREKA AND LANDER COUNTIES, NEVADA

T30N, T31N, R47E, R48E, M.D.B. & M.

| Tract No. | Description | Acres | Serial No. & Expiration Of Leases | Basic Royalty & Ownership Percentages | Lessee Of Record | QRR | Working Interest |
|-----------|---|-------|-----------------------------------|---------------------------------------|------------------|------|------------------|
| 89 | T31N, R48E Section 9: E-1/2 of Lot 1 | 20.00 | HBU | Maury B. & Mary Tyler: All | Chevron | None | Chevron |
| 90 | T30N, R47E Section 3: Lot 2 | 46.26 | HBU | Cattlemen's Title Guarantee Co.: All | Chevron | None | Chevron |
| 91 | T30N, R47E Section 3: Lot 1, NW-1/4 SE-1/4 NE-1/4 | 56.43 | HBU | Cattlemen's Title Guarantee Co.: All | Chevron | None | Chevron |

30R/A:2125R

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RDO/BEOWAME/EXH-B.BEO

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 OFFICIAL RECORDS
 RECORDED AT THE REQUEST OF
 1st American Title
 90 DEC 21 AM 1:16
 EUREKA COUNTY, NEVADA
 M.N. REBALFATI, RECORDER
 FILE NO. 135010
 FEE \$ 22.00