

*See BK. 221, Pg. 185  
for Full Reconveyances*

Recording Requested By

And When Recorded Mail To:

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135761

DEED OF TRUST

ASSIGNMENT OF RENTS, SECURITY AGREEMENT

AND FIXTURE FILING

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING is made as of the 28 day of January, 1991, by and among CE GEOTHERMAL, INC., a Delaware corporation ("Trustor"), whose place of business is 601 California Street, San Francisco, CA 94108, FIRST AMERICAN TITLE INSURANCE COMPANY OF NEVADA ("Trustee"), whose place of business is 201 West Liberty Street, Reno, NV, CHEVRON U.S.A. INC., a Pennsylvania corporation, and CHEVRON GEOTHERMAL COMPANY OF CALIFORNIA, a Delaware corporation (collectively, "Beneficiaries"), whose place of business is c/o Chevron Resources Company, 4000 Executive Parkway, Suite 400, San Ramon, California 94583.

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiaries, under and subject to the terms and conditions hereinafter set forth, all of Trustor's right, title, estate and interest in, to and under certain geothermal leases, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference, and those certain assignment and royalty agreements, as more particularly described in Exhibit B attached hereto and incorporated herein by this reference, all as they may be amended, modified or supplemented from time to time hereafter in accordance with the terms thereof, shall hereafter be collectively referred to as the "Property Documents"; and all of the real property covered by the Property Documents shall hereafter be collectively referred to as the "Property."

TOGETHER WITH, all right, title and interest of Trustor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property now owned or hereafter acquired;

TOGETHER WITH, all interests, estate or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Property;

TOGETHER WITH, all easements, rights-of-way and rights used or granted in connection therewith or as a means of access thereto, and all tenements, hereditament and appurtenances thereof and thereto, and all water rights appurtenant to the Property, if any;

TOGETHER WITH, all right, title and interest of Trustor, if any, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property;

TOGETHER WITH, all of Trustor's right, title, estate and interest in or to any and all present and future buildings and improvements now or hereafter erected thereon, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements (the "Improvements");

TOGETHER WITH, all right, title and interest of Trustor in and to all personal property (the "Personal Property") now or hereafter owned by Trustor used in connection with Property, including without limitation, the property described in Exhibits A and B attached hereto;

TOGETHER WITH, all the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Trust Estate herein conveyed, including without limitation any awards resulting from a change of grade of streets and awards for severance damages; and

SUBJECT TO, all of the conditions, covenants, restrictions upon Trustor and the rights of the landowners set forth in the Property Documents.

The entire estate, property and interest hereby conveyed to Trustee may hereafter be referred to as the "Trust Estate."

**FOR THE PURPOSE OF SECURING:**

a. Payment of indebtedness in the total principal amount of Nine Million Six Hundred Eighty-Four Thousand Dollars (\$9,684,000) or so much thereof as may be outstanding from time to time, with interest thereon, evidenced by that certain Closing A Promissory Note of even date herewith (the "Note") executed by Trustor and California Energy Company, Inc., a Delaware corporation ("CEC"), which has been delivered to and is payable to the order of Beneficiaries, and which by this reference is hereby made a part hereof, and any and all modifications, extensions and renewals thereof.

b. Performance of all obligations of CEC and Trustor, as nominee of CEC, under (1) the Purchase and Sale Agreement dated as of May 3, 1990 and the Amendment to Purchase and Sale Agreement dated January 22, 1991 (the "Purchase Agreement") between Trustor, CEC and Beneficiaries; and (2) the CE and Intermountain Stock Pledge and Security Agreement (the "Pledge Agreement") of even date herewith between Trustor, CEC and Beneficiaries, as such documents may be amended, modified and supplemented from time to time in accordance with the terms thereof, and each agreement of CEC or Trustor incorporated by reference therein or herein, or contained therein or herein: The term "Default" used hereunder is as defined in the Pledge Agreement.

c. Payment of all sums Trustor may now or hereafter owe under this Deed of Trust and all sums advanced by Beneficiaries to protect the Trust Estate, with interest thereon at the rate provided in the Note, but in no event at a rate higher than that permitted by applicable law.

d. Payment of all other sums, with interest thereon, which may hereafter be loaned to Trustor, or its successors or assigns, by Beneficiaries, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

This Deed of Trust, the Note, the Purchase Agreement and the Pledge Agreement may hereafter be referred to as the "Documents."

TO PROTECT THE SECURITY OF THIS DEED OF TRUST,  
TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE 1

COVENANTS AND AGREEMENTS OF TRUSTOR

Trustor hereby covenants and agrees:

1.1 Payment of Secured Obligations. To pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, charges, fees and all other sums as provided in the Documents and the principal of, and interest on, any future advances secured by this Deed of Trust.

1.2 Maintenance, Repair, Alterations. To keep the Trust Estate in good condition and repair; not to remove, demolish or substantially alter (except such alterations as may be required by laws, ordinances or regulations) any of the Improvements; not to commit or permit any waste or deterioration of the Trust Estate, to keep and maintain grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair; to comply with the provisions of the Property Documents, and covenants, conditions and restrictions now or hereafter affecting the Trust Estate.

1.3 Required Insurance. Without limiting any of the other obligations or liabilities of Trustor under this Deed of Trust, to at all times during which this Deed of Trust is in effect carry and maintain or cause to be carried and maintained at its own expense such insurance as is customarily maintained by geothermal lessees and unit operators, or in such other amounts as Beneficiaries shall require from time to time.

Any insurance carried in accordance with this section 1.3 shall be endorsed as follows:

(a) Beneficiaries shall be a named insured or sole loss payee with respect to insurance carried pursuant to this section, to the extent possible.

(b) the interest of Beneficiaries shall not be invalidated by any action or inaction of Trustor, CEC or any other person, and Beneficiaries shall be insured regardless of any breach or violation by Trustor or any other person of any warranties, declarations or conditions in such policies;

(c) the insurer thereunder waives all rights of subrogation against Beneficiaries, any right of setoff or counterclaim and any other right to deduction, whether by attachment or otherwise;

(d) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of Beneficiaries or Trustor with respect to its interest as such in the Improvements; and

(e) if such insurance is cancelled for any reason whatsoever, including nonpayment of premium, or any material change or amendment is made in the coverage which affects the interest of Beneficiaries, including any reduction in the scope of limits of coverage, such cancellation or change shall not be effective as to Beneficiaries for thirty (30) days after receipt by Beneficiaries of written notice sent by registered mail from such insurer of such cancellation or change.

**1.4 Evidence of Insurance, Insurance Report.**

Prior to the date hereof and at least twenty (20) days prior to each policy renewal date, Trustor shall have furnished Beneficiaries with approved certification of all required insurance in form and substance satisfactory to Beneficiaries. At least twenty (20) days prior to the date upon which each such policy could be terminated for nonpayment, Trustor shall furnish Beneficiaries with evidence satisfactory to Beneficiaries of the payment of premiums and arrangements for the reissuance of a policy continuing insurance in force as required by this Deed of Trust. Beneficiaries may at their sole option obtain such insurance if not provided, maintained, kept in force or delivered and furnished to Beneficiaries by Trustor, and in such event, Trustor shall reimburse Beneficiaries promptly upon demand for the cost thereof, and until such payment is made by Trustor the amount of all such premiums together with interest thereon as provided in this Deed of Trust shall be secured by this Deed of Trust.

**1.5 Insurance Proceeds.** That after the happening of any casualty to the Trust Estate or any part thereof, Trustor shall give prompt written notice thereof to Beneficiaries.

(a) In the event of any damage or destruction of the Improvements, the insurance proceeds shall, in Beneficiaries' sole discretion, be applied first to pay any accrued and unpaid interest under the Note.

(b) Except to the extent that insurance proceeds are received by Beneficiaries and applied to the indebtedness secured hereby, nothing herein contained shall be deemed to excuse Trustor from repairing or maintaining the Trust Estate as provided in Section 1.2 hereof or restoring all damage or destruction to the Trust Estate,

regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Beneficiaries of any insurance proceeds shall not cure or waive any Default (as hereinafter defined) or notice of Default under this Deed of Trust or invalidate any act done pursuant to such notice.

1.6 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Trustor in and to all policies of insurance required by this Deed of Trust shall inure to the benefit of and pass to the successor in interest to Trustor or the purchaser or grantee of the Trust Estate to the full extent permitted under such policies.

1.7 Indemnification; Subrogation; Waiver of Offset.

(a) If Beneficiaries commence an action against Trustor to enforce any of the terms hereof or because of the breach by Trustor of any of the terms hereof, or for the recovery of any sum secured hereby, Trustor shall pay Beneficiaries' attorneys' fees and expenses, and the right to such attorneys' fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Trustor breaches any term of this Deed of Trust, Beneficiaries may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by Trustor, Trustor shall pay Beneficiaries' attorneys' fees and expenses incurred by Beneficiaries, whether or not an action is actually commenced against Trustor by reason of such breach.

(b) Trustor waives any and all right to claim or recover against Beneficiaries, its officers, employees, agents and representatives for loss of or damage to Trustor, the Trust Estate, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

(c) All sums payable by Trustor hereunder shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or

prevention of or interference with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or the Improvements or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiaries, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiaries, or by any court, in any such proceeding; (v) any claim which Trustor has or might have against Beneficiaries, unless such claim relates to the willful misconduct or fraud of Beneficiaries; (vi) any Default or failure on the part of Beneficiaries to perform or comply with any of the terms hereof or of any other agreement with Trustor or CEC, unless such failure is the result of willful misconduct or fraud by Beneficiaries; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Trustor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Trustor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Trustor.

**1.8 Cure by Beneficiaries; Taxes.**

(a) Should any Default occur or exist on the part of Trustor or CEC in the payment or performance of any of Trustor's or CEC's obligations under the terms of the Documents, Beneficiaries may, at any time at Beneficiaries' option, apply any sums or amounts that they receive as rents or income of the Trust Estate or otherwise, upon any indebtedness or obligation of Trustor or CEC secured hereby in such manner and order as Beneficiaries may elect. The receipt, use or application of any such sums paid by Trustor to Beneficiaries hereunder shall not be construed to affect the maturity of any indebtedness secured by this Deed of Trust or any of the rights or powers of Beneficiaries or Trustee under the terms of the Documents or any of the obligations of Trustor under this Deed of Trust.

(b) Trustor covenants and agrees that it will not agree to, initiate, or in any way promote, the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Trust Estate as a single lien.

(c) If requested by Beneficiaries, Trustor shall cause to be furnished to Beneficiaries a tax reporting service covering the Trust Estate of the type, duration and with a company satisfactory to Beneficiaries.

1.9 Utilities. To pay when due all utility charges which are incurred by Trustor for the benefit of the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all other assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

1.10 Property Documents. To pay when due all rents and other payments and perform when due all covenants and agreements contained in the Property Documents; not to surrender, assign or transfer any of its rights in the Property or the Property Documents, nor take any other action which would effect or permit the termination of any of its rights in the Property or the Property Documents. Upon Beneficiaries' request, Trustor covenants to furnish to Beneficiaries within eight (8) days after the date upon which such rents or other payments are due and payable by Trustor, receipts or other evidence satisfactory to Beneficiaries evidencing the payment thereof. Trustor shall immediately notify Beneficiaries of any default or of any notice of default received by Trustor from any of the landowners under the Property Documents. Should Trustor fail to perform when due its obligations under the Property Documents, Beneficiaries may (but shall not be obligated to) take any action without awaiting the expiration of any grace period, as Beneficiaries deem necessary or desirable to prevent or cure any default by Trustor. Upon receipt by Beneficiaries from any of the landowners under the Property Documents of any written notice of default by Trustor, Beneficiaries may rely thereon and take such action even though the existence of such default or the nature thereof may be questioned or denied by Trustor. Beneficiaries shall have the absolute and immediate right to enter in and upon the Property or any part thereof to such extent and as often as Beneficiaries, in their sole discretion, deem necessary or desirable in order to prevent or cure any such default by Trustor. Trustor shall pay to Beneficiaries, immediately upon demand, all sums paid by Beneficiaries pursuant to this section, with interest thereon as provided in this Deed of Trust, and all such sums shall be added to and be secured by the lien of this Deed of Trust.

1.11 Actions Affecting Trust Estate. To appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiaries or Trustee hereunder; and to pay all costs and expenses, including cost of evidence of title and attorneys' fees (but excluding any allocable portion of fixed, internal costs and expenses of Beneficiaries), in any such action or proceeding in which Beneficiaries or Trustee may appear.



**1.12 Actions by Trustee and/or Beneficiaries To Preserve Trust Estate.** That should Trustor fail to make any payment or to do any act as and in the manner provided in any of the Documents, Beneficiaries and/or Trustee, each in its own discretion, without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers), Beneficiaries and/or Trustee shall have and are hereby given the right, but not the obligation, (i) to enter upon and take possession of the Trust Estate; (ii) to make additions, alterations, repairs and improvements to the Trust Estate which they or either of them may consider necessary or proper to keep the Trust Estate in good condition and repair in a manner which Beneficiaries and/or Trustee reasonably believe to be in compliance with the provisions of the Property Documents; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiaries or Trustee; (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of either may affect or appears to affect the security of its Deed of Trust or be prior or superior hereto; and (v) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Trustor shall, immediately upon demand therefor by Beneficiaries, pay all costs and expenses incurred by Beneficiaries and/or Trustee in connection with the exercise by Beneficiaries and/or Trustee of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and attorneys' fees.

**1.13 Survival of Warranties.** All representations, warranties and covenants of Trustor contained in the Documents are incorporated herein by reference and shall survive the close of escrow and funding of the loan(s) evidenced by the Note and shall remain continuing obligations, warranties and representations of Trustor during any time when any portion of the obligations secured by this Deed of Trust remain outstanding.

**1.14 Eminent Domain.** That should the Trust Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Trustor receive any notice or other information regarding such proceeding, Trustor shall give prompt written notice thereof to Beneficiaries.

(a) Subject to the rights of the landowners under the Property Documents, Beneficiaries shall be entitled to

all compensation, awards and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings. Beneficiaries shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Trustor (the "Proceeds") are hereby assigned to Beneficiaries, and Trustor agrees to execute such further assignments of the Proceeds as Beneficiaries or Trustee may require.

(b) In the event any portion of the Trust Estate is so taken or damaged, Beneficiaries shall, in their sole discretion, unless a Default shall have occurred and be continuing, apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by them in connection with such Proceeds, to pay any accrued and unpaid interest under the Note, and then to pay the principal under the Note. Such application of Proceeds shall not cure or waive any Default or notice of Default hereunder or invalidate any act done pursuant to such notice.

1.15 Additional Security. That in the event Beneficiaries at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

1.16 Appointment of Successor Trustee. That Beneficiaries may, from time to time, by a written instrument executed and acknowledged by Beneficiaries, mailed to Trustor and recorded in the County in which the Trust Estate is located and by otherwise complying with the provisions of the applicable law of the State of Nevada, substitute a successor or successors to the Trustee named herein or acting hereunder.

1.17 Successors and Assigns. That this Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiaries" shall mean the owners and holders of the Note, whether or not named as Beneficiaries herein.

1.18 Liens. To pay and promptly discharge, at Trustor's cost and expense, all liens, encumbrances and charges upon the Trust Estate, or any part thereof or interest therein. If Trustor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Beneficiaries, Beneficiaries may,

but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law. Beneficiaries shall notify Trustor five (5) business days before they discharge any such lien, encumbrance or charge that they intend to do so, unless Beneficiaries, in their sole and absolute discretion, determine for any reason whatsoever that it would prejudice Beneficiaries' security hereunder to give such notice. Nothing herein contained shall require Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and which Trustor, at its own expense, is currently and diligently contesting; provided, however, that Trustor shall, not later than ten (10) days after notice of the filing of any claim of lien that is disputed or contested by Trustor, record a surety bond sufficient to release said claim of lien or make other arrangements therefor satisfactory to Beneficiaries. Notwithstanding the foregoing, Trustor shall have no right, without the prior written consent of Beneficiaries, to commence a contest of any claim while a Default hereunder has occurred and is continuing.

1.19 Trustee's Powers. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiaries and presentation of this Deed of Trust and the Note secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may (i) reconvey any part of said Trust Estate, (ii) consent in writing to the making of any map or plat thereof, (iii) join in granting any easement thereon, or (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof.

1.20 Beneficiaries' Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiaries may, from time to time and without notice, (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiaries' option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

## ARTICLE 2

### ASSIGNMENT OF RENTS, ISSUES AND PROFITS

2.1 Assignment of Rents. Trustor hereby absolutely and irrevocably assigns and transfers to Beneficiaries all the rents, issues and profits of the Trust Estate in which Trustor has any interest under the Property Documents. Trustor hereby gives to and confers upon Beneficiaries the right, power and authority to collect such rents, issues and profits. Trustor irrevocably appoints Beneficiaries its true and lawful attorney-in-fact, at the option of Beneficiaries at any time and from time to time, either with or without taking possession of the Trust Estate, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Trustor or Beneficiaries, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Trustor shall have the right to collect such rents, issues and profits (but not more than three months in advance) prior to or at any time there is not a Default. The assignment of the rents, issues and profits of the Trust Estate in this Article II is intended to be an absolute assignment from Trustor to Beneficiaries and not merely the passing of a security interest. Beneficiaries' right to collect the rents, issues and profits is not contingent upon Beneficiaries taking possession of the Trust Estate.

2.2 Collection Upon Default. Upon any Default, Beneficiaries may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Trust Estate, or any part thereof, and in their own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiaries may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Trust Estate, or the application thereof as aforesaid, shall not cure or waive any Default or notice of Default hereunder or invalidate any act done in response to such Default or pursuant to such notice of Default.

## ARTICLE 3

### SECURITY AGREEMENT

3.1 Creation of Security Interest. Trustor hereby grants to Beneficiaries a security interest in the

Personal Property for the purpose of securing all obligations of Trustor contained in any of the Documents.

3.2 Warranties, Representations and Covenants of Trustor. Trustor hereby warrants, represents and covenants as follows:

(a) Trustor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Trustor will notify Beneficiaries of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

(b) Except as permitted by Section 5.5 of the Pledge Agreement, Trustor will not lease, sell, convey or in any manner transfer the Personal Property without the prior written consent of Beneficiaries.

(c) The Personal Property is not used or bought for personal, family or household purposes.

(d) The tangible Personal Property will be kept on or at, or if not yet in existence or owned by Trustor, will be promptly transported to and kept on or at, the Property, and Trustor will not remove the Personal Property from the Property without the prior written consent of Beneficiaries, except such portions or items of tangible Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Trustor, unless such items are customarily consumed or worn out and not replaced in constructing facilities similar to the Improvements, and except that such Personal Property may be moved to, or prior to installation stored at, another location in Nevada for a commercially reasonable time and to the extent reasonably necessary for construction of the Improvements.

(e) Trustor shall promptly deliver to Beneficiaries all documents covering or received by Trustor on account of any of the Personal Property, which evidence, relate to or affect the interest of Trustor in the Personal Property or the security interest of Beneficiaries therein.

(f) Trustor's chief place of business (as that term is used in Article 9 of the Nevada Uniform Commercial Code) and the office where it keeps its records concerning this Deed of Trust is at 601 California Street, San Francisco, CA. Trustor has no other place of business and it does not do and has not done any business under any name other than CE Geothermal, Inc.

(g) At the request of Beneficiaries, Trustor will join Beneficiaries in executing one or more financing statements and renewals and amendments thereof pursuant to the Nevada Uniform Commercial Code in form satisfactory to Beneficiaries covering the Personal Property, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiaries to be necessary or desirable.

(h) All covenants and obligations of Trustor contained herein relating to the Trust Estate shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

(i) This Deed of Trust constitutes a security agreement; the security interest created thereby has been duly perfected under the Nevada Uniform Commercial Code and constitutes the valid and enforceable first perfected security interest in the Personal Property. All terms used in this Article 3 which are defined in the Nevada Uniform Commercial Code shall have the meanings assigned to them in the Nevada Uniform Commercial Code.

#### ARTICLE 4

##### REMEDIES UPON DEFAULT

4.1 Acceleration Upon Default; Additional Remedies. Upon the occurrence of any Default, Beneficiaries may declare all indebtedness secured hereby to be due and payable, and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind. Thereafter Beneficiaries may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiaries may determine. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any Default or notice of Default

hereunder or invalidate any act done in response to such Default or pursuant to such notice of Default and, notwithstanding the continuance in possession of the Trust Estate or the collection; receipt and application of rents, issues or profits, Trustee or Beneficiaries shall be entitled to exercise every right provided for in any of the Documents or by law upon occurrence of any Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Exercise any or all of the remedies available to a secured party under the Nevada Uniform Commercial Code, including, but not limited to:

(i) Either personally or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Trustor and all others claiming under Trustor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Trustor in respect to the Personal Property or any part thereof. In the event Beneficiaries demand or attempt to take possession of the Personal Property in the exercise of any rights under any of the Documents, Trustor promises and agrees to promptly turn over and deliver complete possession thereof to Beneficiaries;

(ii) Without notice to or demand upon Trustor, make such payments and do such acts as Beneficiaries may deem necessary to protect its security interest in the Personal Property, including without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder, and in exercising any such powers or authority to pay all expenses incurred in connection therewith;

(iii) Require Trustor to assemble the Personal Property or any portion thereof, at a place designated by Beneficiaries and reasonably convenient to both parties, and promptly to deliver such Personal Property to Beneficiaries, or an agent or representative designated by them. Beneficiaries, and their agents and representatives, shall have the right to enter upon any or all of Trustor's premises and property to exercise Beneficiaries' rights hereunder;

(iv) Sell, lease or otherwise dispose of the Personal Property at public sale, with or without having the Personal Property at the place of sale, and upon such terms and in such manner as Beneficiaries may determine. Beneficiaries may be purchasers at any such sale;

(v) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiaries shall give Trustor at least ten (10) days' prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof. Such notice may be mailed to Trustor at the address set forth at the beginning of this Deed of Trust, or if such address is changed pursuant to Section 5.5 hereof, at such changed address;

(d) Deliver to Trustee a written declaration of Default and demand for sale, and a written notice of Default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee or Beneficiaries shall cause to be duly filed for record in the Official Records of the County in which the Trust Estate is located.

4.2 Foreclosure by Power of Sale. Should Beneficiaries elect to foreclose by exercise of the power of sale herein contained, Beneficiaries shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiaries, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by them in said Notice of Sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiaries, may purchase



at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all costs, fees and expenses of Trustee and of this Deed of Trust, including costs of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest thereon as provided in this Deed of Trust; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

**4.3 Appointment of Receiver.** If any Default shall have occurred and be continuing, Beneficiaries, as a matter of right and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives, to the fullest extent permitted by applicable law, notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiaries in case of entry as provided in Section 4.1(a) and shall continue as such and exercise all such powers until the date of confirmation of sale of the Trust Estate unless such receivership is sooner terminated.

**4.4 Remedies Not Exclusive.** Trustee and Beneficiaries, and each of them, shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Document or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby, may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiaries' right to realize upon or enforce any other security now or hereafter held by Trustee

or Beneficiaries, it being agreed that Trustee and Beneficiaries, and each of them, shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiaries or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiaries is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Documents to Trustee or Beneficiaries or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiaries and either of them may pursue inconsistent remedies.

4.5 Request for Notice. Trustor hereby requests a copy of any notice of Default and that any notice of sale hereunder be mailed to it at the address set forth in the first paragraph of this Deed of Trust, or if such address is changed pursuant to Section 5.5 hereof, at such changed address.

#### ARTICLE 5

##### MISCELLANEOUS

5.1 Governing Law. This Deed of Trust shall be governed by the laws of the State of Nevada. In the event that any provision or clause of any of the Documents conflicts with applicable laws, such conflicts shall not affect other provisions of such Documents which can be given effect without the conflicting provision, and to this end the provisions of the Documents are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

5.2 Trustor Waiver of Rights. Trustor waives, to the fullest extent permitted by applicable law, the benefit of all laws now existing or that hereafter may be enacted providing for (i) any appraisal before sale of any portion of the Trust Estate, and (ii) the benefit of all laws that may be hereafter enacted in any way extending the time for the enforcement of the collection of the Note or the debt evidenced thereby or creating or extending a period of redemption from any sale made in collecting said debt. To the full extent Trustor is allowed by applicable law, Trustor agrees that Trustor will not at any time insist upon, plead, claim or take the benefit or advantage of any

law now or hereafter in force providing for any appraisal, valuation, stay extension or redemption, and Trustor, for Trustor, Trustor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Trust Estate, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshaling in the event of foreclosure of the liens hereby created. Trustor expressly waives and relinquishes any and all rights and remedies which Trustor may have or be able to assert by reason of the laws of the State of Nevada pertaining to the rights and remedies of sureties.

**5.3 Statements by Trustor.** Trustor, within ten (10) days after being given notice by mail, will furnish to Beneficiaries a written statement verifying the unpaid principal of and interest on the Note and any other amounts secured by this Deed of Trust, or if Trustor is unable to verify such amount, stating such amount to the best of its knowledge after due inquiry, and stating whether any offset or defense exists against such principal and interest.

**5.4 Reconveyance by Trustee.** Upon written request of Beneficiaries stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

**5.5 Notices.** Whenever Beneficiaries, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Deed of Trust, each such notice, demand, request or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by certified mail, postage prepaid, return receipt requested, addressed to the address set forth at the beginning of this Deed of Trust. Any such notice, demand, request or other communication shall be effective on the date of delivery, if delivered by personal service, or two (2) business days after mailing, if mailed as required hereunder. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

5.6 Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

5.7 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 of Trust.

5.8 Invalidity of Certain Provisions. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the debt shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

5.9 Subrogation. To the extent that proceeds of the Note are owed to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such proceeds have been or will be advanced by Beneficiaries at Trustor's request and Beneficiaries shall be subrogated to any and all rights and liens of any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

5.10 No Merger. In the event that the fee ownership, or any interest therein, and the Trustor's interest in the Property shall be held by the same person, such interests shall not merge but such fee ownership or interest therein should immediately become subject to the lien of this Deed of Trust. Trustor shall execute any instruments Beneficiaries may reasonably require to accomplish such result.

If both lessor's and lessee's estates under any lease or any portion thereof which constitutes a part of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiaries shall continue to have and enjoy all of the rights and privileges of Beneficiaries as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and created by Trustor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiaries or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of

Beneficiaries or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiaries or such purchaser shall give written notice thereof to such tenant or subtenant.

5.11 Acceleration on Transfer. Except as permitted in the Pledge Agreement, if Trustor sells, conveys, alienates, leases, assigns, transfers or encumbers, or contracts to sell, convey, alienate, lease, assign, transfer or encumber, all or any part of the Trust Estate or any interest in the Trust Estate, in any manner, whether voluntary, involuntary or by operation of law, or if there is a material change in the identity, control or ownership of Trustor, without the prior written consent of Beneficiaries, then, and in any such event, the entire unpaid balance of the principal sum of the Note and all accrued interest thereon shall become immediately due and payable at the election of Beneficiaries, without notice.

5.12 Compliance with Restrictions. Trustor shall fully perform, observe and comply with all covenants, conditions and restrictions now or hereafter affecting the Property as and when such performance, observance and compliance is due, and Trustor shall do all things and take all action necessary to prevent any violation of any such covenants, conditions and restrictions. Trustor warrants and represents to Beneficiaries that, as of the date of this Deed of Trust, there is no material violation of any covenants, conditions and restrictions affecting the Property.

5.13 Execution of Separate Assignments. At any time or from time to time if requested by Beneficiaries, Trustor shall execute a separate assignment to Beneficiaries, in form satisfactory to Beneficiaries, of Trustor's interest in any property right now or hereafter affecting the Property, in accordance with the absolute assignment of rents set forth in Article 2.

5.14 Fixture Filing. This Deed of Trust is also a fixture filing with respect to the Personal Property which is or becomes fixtures and is to be recorded in the real estate records of Churchill, Lander and Eureka Counties, Nevada. No inference should be drawn from this fixture filing that Beneficiaries or Trustor concedes that any

Personal Property is or will become fixtures on the Property. To the extent that this document is a fixture filing, it is merely precautionary.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

CE GEOTHERMAL, INC.

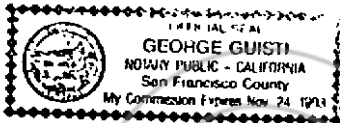
By David J. Ludington  
Its Vice President

STATE OF California )  
County of San Francisco ) ss.

On Dec 31, 1990, before me, the undersigned, a Notary Public of the State of California, duly commissioned and sworn, personally appeared Edward G. Guisti, Sr., 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 CE GEOTHERMAL, INC., a Delaware corporation, therein named, and acknowledged to me that said corporation executed the within instrument pursuant to the by-laws or a resolution of its board of directors.

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 this certificate first above written.

[seal]



George Guisti  
Notary Public  
State of California

EXHIBIT "A"  
DEED OF TRUST

- 1) Our File Number: 278660  
That certain Geothermal Resources Lease Agreement between KARL C. CLAUSSER and EMMA G. CLAUSSER, and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, predecessor in interest to CHEVRON U.S.A. INC., a corporation\*, dated April 17, 1974, which was recorded May 28, 1974, under File No. 58445, Book 48, Pages 24-28, Official Records of Eureka County, Nevada,  
Is described as follows, to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 9: SW/4 SW/4  
Eureka County, Nevada  
Containing 40 acres m/l

- 2) Our File Number: 278810  
That certain Geothermal Resources Lease Agreement between BETTY L. WEIR, a married woman who acquired title as Betty L. Smalley, GERRY H. BAILEY and MARGARUET V. BAILEY, his wife, and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, predecessor in interest to CHEVRON U.S.A. INC., a corporation\*, dated April 24, 1974, which was recorded June 28, 1974, under File No. 58735, Book 48, Pages 406-410, Official Records of Eureka County, Nevada,  
Is described as follows, to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 9: S/2 NW/4  
Eureka County, Nevada  
Containing 80 acres m/l

- 3) Our File Number: 278940  
That certain Geothermal Resources Lease Agreement between ROBERT F. MC KEE and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, predecessor in interest to CHEVRON U.S.A. INC., a corporation\*, dated May 7, 1974, which was recorded June 28, 1974, under File No. 58736, Book 48, Page 411-415, Official Records of Eureka County, Nevada,  
Is described as follows, to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 5: E/2 NE/4 NE/4 (Lot 1)  
Eureka County, Nevada  
Containing 20 acres m/l



EXHIBIT "A"  
DEED OF TRUST

- 4) Our File Number: 279170  
That certain Geothermal Resources Lease Agreement between MERLYN KNOWLES and BARBARA KNOWLES and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, predecessor in interest to CHEVRON U.S.A. INC., a corporation\*, dated June 15, 1974, which was recorded August 15, 1974, under File No. 077844, Book 125, Pages 587-592, Official Records of Lander County, Nevada. .  
Is described as follows, to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 7: NE/4 NW/4 NE/4  
Lander County, Nevada  
Containing 10 acres m/l

- 5) Our File Number: 279180  
That certain Geothermal Resources Lease Agreement between JOHN E. MC KINNEY, a married man as his sole and separate property, and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, predecessor in interest to CHEVRON U.S.A. INC., a corporation\*, dated May 21, 1974, which was recorded August 15, 1974, under File No. 59000, Book 49, Pages 164-168, Official Records of Eureka County, Nevada.  
Is described as follows, to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 9: NW/4 SW/4 NE/4  
Eureka County, Nevada  
Containing 10 acres m/l

- 6) Our File Number: 279550  
That certain Geothermal Resources Lease Agreement between JACK LEROY ROBERTSON, a single man, and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, predecessor in interest to CHEVRON U.S.A. INC., a corporation\*, dated September 5, 1974, which was recorded November 5, 1974, under File No. 078769, Book 128, Pages 156-161, Official Records of Lander County, Nevada; and a Ratification Of Lease, Consent To Unit Agreement & Division Order dated February 12, 1986, which was recorded March 13, 1986, under File No. 132047, Book 265, Pages 269-272, Official Records of Lander County and recorded August 27, 1990, under File No. 133343, Book 213, Pages 241-244, Official Records of Eureka County, Nevada.  
Is described as follows, to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 19: SE/4 NW/4  
Lander County, Nevada  
Containing 40 acres m/l

EXHIBIT "A"  
DEED OF TRUST

7)

Our File Number: 282800

That certain Geothermal Resources Lease Agreement between CATTLEMEN'S TITLE GUARANTEE COMPANY, a corporation, as Trustee for Calico Land & Cattle Company, a corporation, and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, predecessor in interest to CHEVRON U.S.A. INC., a corporation\*, dated March 18, 1975, a short form of which was recorded December 31, 1979, under File No. 96821, Book 173, Pages 68-70, Official Records of Lander County, Nevada, and recorded May 9, 1975, under File No. 59927, Book 51, Pages 320-322, Official Records of Eureka County, Nevada; and an Amendment of Geothermal Resources Lease Agreement dated April 13, 1976, which was recorded March 27, 1985, under File No. 127507, Book 251, Pages 375-376, Official Records of Lander County, Nevada, and recorded October 1, 1976, under File No. 62260, Book 56, Pages 593-594, Official Records of Eureka County, Nevada; and a Partial Surrender Of Geothermal Resources Lease dated January 16, 1987, which was recorded January 22, 1987, under File No. 137766, under Book 280, Pages 611-613, Official Records of Lander County, Nevada; and a Partial Surrender Of Geothermal Resources Lease dated April 7, 1987, which was recorded April 10, 1987, under File No. 107913, Book 156, Pages 024-026, Official Records of Eureka County, Nevada; and a Partial Surrender Of Geothermal Resources Lease dated April 29, 1987, which was recorded May 4, 1987, under File No. 141030, Book 288, Pages 12-14, Official Records of Lander County, Nevada, and recorded May 5, 1987, under File No. 108027, Book 156, Pages 265-266, Official Records of Eureka County, Nevada. Is described as follows, to wit:

Township 31 North, Range 48 East, M. D. B. & M.

Section 19: Lot 10  
Lander County, Nevada  
Containing 36.29 acres m/l

8)

Our File Number: 285060

That certain Geothermal Resources Lease Agreement between DALE N. HANSEN and PATRICIA R. HANSEN, his wife, and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, predecessor in interest to CHEVRON U.S.A. INC., a corporation\*, dated January 26, 1976, a short form of which was recorded March 22, 1976, under File No. 61020, Book 54, Pages 197-198, Official Records of Eureka County, Nevada. Is described as follows, to wit:

Township 31 North, Range 48 East, M. D. B. & M.

Section 9: E/2 NW/4 NE/4, W/2 NE/4 NE/4  
Eureka County, Nevada  
Containing 40 acres m/l

EXHIBIT "A"  
DEED OF TRUST

- 9) Our File Number: 285110  
That certain Geothermal Resources Lease Agreement between ROBERT J. ZINK and AUDREY M. ZINK, his wife, and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, predecessor in interest to CHEVRON U.S.A. INC., a corporation\*, dated December 16, 1975, a short form which was recorded March 23, 1976, under File No. 082674, Book 138, Pages 16-17, Official Records of Lander County, Nevada. Is described as follows, to wit:

Township 31 North, Range 48 East, M. D. B. & M.

Section 7: SE/4 NW/4 NE/4  
Lander County, Nevada  
Containing 10 acres m/l

- 10) Our File Number: 285210  
That certain Geothermal Resources Lease Agreement between STEVE MOHULSKI and MARY MOHULSKI, his wife, and CHEVRON OIL COMPANY, a corporation\*, dated March 16, 1976, a short form of which was recorded April 26, 1976, under File No. 082879, Book 138, Page 397-398, Official Records of Lander County, Nevada. Is described as follows, to wit:

Township 30 North, Range 47, East, M. D. B. & M.

Section 3: NW/4  
Lander County, Nevada  
Containing 166 acres m/l

- 11) Our File Number: 285510  
That certain Geothermal Resources Lease Agreement between GEORGE P. MAGLIOCCO, aka George Peter Magliocco, and VIOLA MAGLIOCCO, his wife, as contract buyer, CATTLEMEN'S TITLE GUARANTY COMPANY, as Trustee for Calico Land & Cattle Company, a corporation, as contract seller, and CHEVRON OIL COMPANY, a corporation\*, dated April 2, 1976, a short form of which was recorded September 17, 1976, under File No. 084219, Book 141, Pages 475-477, Official Records of Lander County, Nevada. Is described as follows, to wit:

Township 30 North, Range 47 East, M. D. B. & M.

Section 3: SE/4 SW/4 SE/4, SW/4 SE/4 SE/4  
Lander County, Nevada  
Containing 20 acres m/l

EXHIBIT "A"  
DEED OF TRUST

- 12) Our File Number: 285740  
That certain Geothermal Resources Lease Agreement between BRYCE E. BARGER, a single man, as contract buyer, CATTLEMEN'S TITLE GUARANTY COMPANY, as Trustee for Calico Land & Cattle Company, a corporation, as contract seller, and CHEVRON OIL COMPANY, a corporation, dated April 7, 1976, a short form of which was recorded September 17, 1976, under File No. 084227, Book 141, Pages 499-501, Official Records of Lander County, Nevada,  
Is described as follows, to wit:

Township 30 North, Range 47 East, M. D. B. & M.

Section 3: NE/4 SE/4 NE/4  
Lander County, Nevada  
Containing 10 acres m/l

- 13) Our File Number: 285800  
That certain Geothermal Resources Lease Agreement between EDWIN E. KEITH, a single man, as contract buyer, CATTLEMEN'S TITLE GUARANTY COMPANY, as Trustee for Calico Land & Cattle Company, a corporation, as contract seller, and CHEVRON OIL COMPANY, a corporation, dated April 19, 1976, a short form of which was recorded September 17, 1976, under File No. 084233, Book 141, Pages 517-519, Official Records of Lander County, Nevada,  
Is described as follows, to wit:

Township 30 North, Range 47 East, M. D. B. & M.

Section 3: SW/4 SW/4 NE/4  
Lander County, Nevada  
Containing 10 acres m/l

- 14) Our File Number: 285820  
That certain Geothermal Resources Lease Agreement between HOWARD BRANSS and JOAN A. BRANSS, his wife, as contract buyers, CATTLEMEN'S TITLE GUARANTY COMPANY, as Trustee for Calico Land & Cattle Company, a corporation, as contract seller, and CHEVRON OIL COMPANY, a corporation, dated April 16, 1976, a short form of which was recorded September 17, 1976, under File No. 084228, Book 141, Pages 502-504, Official Records of Lander County, Nevada,  
Is described as follows, to wit:

Township 30 North, Range 47 East, M. D. B. & M.

Section 3: NE/4 SW/4 NE/4  
Lander County, Nevada  
Containing 10 acres m/l

EXHIBIT "A"  
DEED OF TRUST

- 15) Our File Number: 286100  
That certain Geothermal Resources Lease Agreement between HAROLD ROY BERG and MARIE C. Z. BERG, his wife, and CHEVRON OIL COMPANY, a corporation\*, dated September 22, 1976, a short form of which was recorded December 15, 1976, under File No. 085484, Book 144, Pages 172-173, Official Records of Lander County, Nevada. Is described as follows, to-wit:

Township 30 North, Range 47 East, M. D. B. & M.

Section 3: E/2 NW/4 SE/4  
Lander County, Nevada  
Containing 20 acres m/l

- 16) Our File Number: 286140  
That certain Geothermal Resources Lease Agreement between CATTLEMEN'S TITLE GUARANTEE COMPANY, a corporation, as Trustee for Calico Land & Cattle Company, a corporation, and CHEVRON OIL COMPANY, a corporation, dated October 22, 1976, a short form of which was recorded November 29, 1976, under File No. 085395, Book 144, Pages 02-04, Official Records of Lander County, Nevada; and a Partial Surrender of Geothermal Lease and Agreement dated October 17, 1986, which was recorded October 28, 1986, under File No. 135036, Book 273, Pages 551-553, in said County; and an Assignment and Assumption Agreement from CHEVRON U.S.A. INC. formerly known as CHEVRON OIL COMPANY to CHEVRON GEOTHERMAL COMPANY OF CALIFORNIA, a Delaware corporation, dated December 10, 1990, which was recorded December 13, 1990, under File No. 167719, Book 355, Pages 021-023, in said County; and a Correction of Partial Surrender of Geothermal Lease and Agreement dated October 17, 1986, which was recorded December 13, 1990, under File No. 167720, Book 355, Pages 024-026, in said County. Is described as follows, to-wit:

Township 30 North, Range 47 East, M. D. B. & M.

Section 3: N/2 NE/4, NW/4 SE/4 NE/4, SE/4 SW/4 NE/4  
Lander County, Nevada  
Containing 112.69 acres m/l

- 17) Our File Number: 286300  
That certain Geothermal Resources Lease Agreement between PEGGY FERRER, a married woman as her sole and separate property, and HILDA VETO, a married woman as her sole and separate property, and CHEVRON OIL COMPANY, a corporation\*, dated November 18, 1976, a short form of which was recorded January 12, 1977, under File No. 62642, Book 58, Pages 140-141, Official Records of Eureka County, Nevada. Is described as follows, to-wit:

Township 31 North, Range 48 East, M. D. B. & M.

Section 5: NW/4 NE/4  
Eureka County, Nevada  
Containing 40 acres m/l

EXHIBIT "A"  
DEED OF TRUST

18)

Our File Number: 432500

That certain Geothermal Lease And Agreement between CHESTER H. THOMAS and GERALDINE E. THOMAS, and AMERICAN THERMAL RESOURCES, INC., a corporation, dated January 12, 1972, a short form of which was recorded March 24, 1972, under File No. 70687, Book 108, Pages 566-568, Official Records of Lander County, Nevada; and an Assignment Of Geothermal Leases And Agreements between AMERICAN THERMAL RESOURCES, INC. and CHEVRON OIL COMPANY, a corporation\*, dated June 15, 1976, which was recorded July 1, 1976, under File No. 083201, Book 139, Pages 375-382, Official Records of Lander County, Nevada and recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada; and an Amendment Of Lease And Agreement dated January 4, 1977, a short form which was recorded June 16, 1977, under File No. 087005, Book 148, Pages 117-119, Official Records of Lander County, Nevada; and an Assignment Of Geothermal Leases And Agreements between AMERICAN THERMAL RESOURCES, INC., and CHEVRON U.S.A. INC., a corporation\*, dated March 3, 1978, which was recorded March 29, 1978, under File No. 089809, Book 155, Pages 281-289, Official Records of Lander County, Nevada, and recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada.

Is described as follows, to wit:

Township 31 North, Range 48 East, M, D. B. & M.

Section 19: SW/4 NW/4  
Lander County, Nevada  
Containing 40 acres m/l

EXHIBIT "A"  
DEED OF TRUST

19)

Our File Number: 432510  
That certain Geothermal Lease And Agreement between LLOYD HARRIS and MARLA J. HARRIS and AMERICAN THERMAL RESOURCES INC., a corporation, dated February 1, 1972, a short form of which was recorded March 24, 1972, under File No. 55889, Book 42, Pages 161-163, Official Records of Eureka County, Nevada; and an Extension Agreement dated July 20, 1973, which was recorded August 23, 1973, under File No. 57549, Book 46, Pages 115-116, Official Records of Eureka County, Nevada; and an Extension Agreement dated November 27, 1973, which was recorded December 13, 1973, under File No. 075722, Book 120, pages 562-563, Official Records of Lander County, Nevada, and recorded December 13, 1973, under File No. 58120, Book 47, Pages 123-124, Official Records of Eureka County, Nevada; and an Assignment Of Geothermal Leases And Agreements between AMERICAN THERMAL RESOURCES, INC. and CHEVRON OIL COMPANY, a corporation\*, dated June 15, 1976, which was recorded July 1, 1976, under File No. 083201, Book 139, Pages 375-382, Official Records of Lander County, Nevada and recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada; and an Assignment Of Geothermal Leases And Agreements between AMERICAN THERMAL RESOURCES, INC. and CHEVRON U.S.A. INC., a corporation\*, dated March 3, 1978, which was recorded March 29, 1978, under File No. 089809, Book 155, Pages 281-289, Official Records of Lander County, Nevada, and recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada; and an Amendment Of Lease and Agreement dated May 11, 1978, a short form was recorded July 31, 1978, under File No. 65715, Book 65, Pages 91-92, Official Records of Eureka County, Nevada.

Is described as follows, to wit:

Township 31 North, Range 48 East, M. D. B. & M.

Section 5: E/2 SW/4  
Eureka County, Nevada  
Containing 80 acres m/l

EXHIBIT "A"  
DEED OF TRUST

20)

Our File Number: 432520

That certain Geothermal Lease and Agreement between LLOYD HARRIS, MARLA J. HARRIS, CARL D. SIMMONS, and PAULINE P. SIMMONS, aka Martha P. Simmons, and AMERICAN THERMAL RESOURCES, INC., a corporation, dated February 1, 1972, a short form which was recorded March 24, 1972, under File No. 70688, Book 108, Pages 569-271, Official Records of Lander County, Nevada; and an Extension Agreement dated July 17, 1973, which was recorded August 23, 1973, under File No. 074304, Book 117, Pages 503-504, Official Records of Lander County, Nevada; and an Extension Agreement dated November 27, 1973, which was recorded December 13, 1973, under File No. 075723, Book 120, Pages 564-565, Official Records of Lander County, Nevada; and an Assignment Of Geothermal Leases And Agreements between AMERICAN THERMAL RESOURCES, INC. and CHEVRON OIL COMPANY, a corporation\*, dated June 15, 1976, which was recorded July 1, 1976, under File No. 083201, Book 139, Pages 375-382, Official Records of Lander County, Nevada and recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada; and an Assignment Of Geothermal Leases And Agreements between AMERICAN THERMAL RESOURCES, INC., and CHEVRON U.S.A. INC., a corporation\*, dated March 3, 1978, which was recorded March 29, 1978, under File No. 089809, Book 155, Pages 281-289, Official Records of Lander County, Nevada, and recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada; and an Amendment Of Lease and Agreement dated May 11, 1978, which was recorded July 31, 1978, under 090752, Book 158, Pages 24-25, Official Records of Lander County, Nevada; and a Ratification Of Lease, Consent To Unit Agreement & Division Order dated April 7, 1986, which was recorded April 18, 1986, under File No. 132224, Book 266, Pages 24-28, Official Records of Lander County, Nevada and recorded August 27, 1990, under File No. 133344, Book 213, Pages 245-249, Official Records of Eureka County.

Is described as follows, to wit:

Township 31 North, Range 48 East, M. D. B. & M.

Section 7: W/2, W/2 SE/4, NE/4 SE/4  
Lander County, Nevada  
Containing 440 acres m/l

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BOOK 220 PAGE 14



EXHIBIT "A"  
DEED OF TRUST

21)

Our File Number: 432560

That certain Geothermal Lease And Agreement between DALE N. HANSEN and PATRICIA HANSEN, and AMERICAN THERMAL RESOURCES, INC., a corporation, dated November 23, 1971, a short form which was recorded March 24, 1972, under File No. 70686, Book 108, Pages 563-565, Official Records of Lander County, Nevada; and an Assignment Of Geothermal Leases And Agreements between AMERICAN THERMAL RESOURCES, INC. and CHEVRON OIL COMPANY, a corporation\*, dated June 15, 1976, which was recorded July 1, 1976, under File No. 083201, Book 139, Pages 375-382, Official Records of Lander County, Nevada and recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada; and an Amendment Of Geothermal Lease And Agreement dated January 15, 1977, which was recorded June 16, 1977, under File No. 087003; Book 148, Pages 111-113, Official Records of Lander County, Nevada; and an Assignment Of Geothermal Leases And Agreements between AMERICAN THERMAL RESOURCES, INC., and CHEVRON U.S.A. INC., a corporation\*, dated March 3, 1978, which was recorded March 29, 1978, under File No. 089809, Book 155, Pages 281-289, Official Records of Lander County, Nevada, and recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada.  
Is described as follows, to wit:

Township 31 North, Range 48 East, M. D. B. & M.

Section 7: E/2 SW/4 NE/4, W/2 SE/4 NE/4  
Lander County, Nevada  
Containing 40 acres m/l

EXHIBIT "A"  
DEED OF TRUST

22)

Our File Number: 432570

That certain Geothermal Lease And Agreement between DOMINICK G. STOCCKETTI, MYRTLE MARIE STOCCKETTI, ROBERT L. STOCCKETTI, BEVERLY STOCCKETTI, JOHN STOCCKETTI, JR, and SHIRLEY STOCCKETTI, and AMERICAN THERMAL RESOURCES, INC., a corporation, dated February 1, 1972, a short form of which was recorded March 24, 1972, under File No. 70683, Book 108, Pages 554-556, Official Records of Lander County, Nevada and recorded March 24, 1972, under File No. 55876, Book 42, Pages 121-123, Official Records of Eureka County, Nevada; and an Extension Agreement dated July 20, 1973, which was recorded August 23, 1973, under File No. 074303, Book 117, Pages 501-502, Official Records of Lander County, Nevada and recorded August 23, 1973, under File No. 57548, Book 46, Pages 113-114, Official Records of Eureka County, Nevada; and an Extension Agreement dated November 27, 1973, which was recorded December 13, 1973, under File No. 075721, Book 120, Pages 560-561, Official Records of Lander County, Nevada and recorded December 13, 1973, under File No. 58119, Book 47, Pages 121-122, Official Records of Eureka County, Nevada; and an Assignment Of Geothermal Leases And Agreements between AMERICAN THERMAL RESOURCES, INC. and CHEVRON OIL COMPANY, a corporation\*, dated June 15, 1976, which was recorded July 1, 1976, under File No. 083201, Book 139, Pages 375-382, Official Records of Lander County, Nevada and recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada; and an Assignment Of Geothermal Leases And Agreements between AMERICAN THERMAL RESOURCES, INC., and CHEVRON U.S.A. INC., a corporation\*, dated March 3, 1978, which was recorded March 29, 1978, under File No. 089809, Book 155, Pages 281-289, Official Records of Lander County, Nevada, and recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada; and an Amendment Of Lease And Agreement dated May 19, 1978, a short form of which was recorded April 10, 1986, under File No. 132206, Book 265, Pages 589-592, Official Records of Lander County, Nevada and September 15, 1978, under File No. 66254, Book 66, Pages 84-86, Official Records of Eureka County, Nevada.  
Is described as follows, to wit:

Township 31 North, Range 48 East, M. D. B. & M.

Section 5: W/2 SW/4  
Section 7: SE/4 SE/4  
Lander & Eureka Counties, Nevada  
Containing 120 acres m/l

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BOOK 220 PAGED 16

EXHIBIT "A"  
DEED OF TRUST

23)

Our File Number: 432580

That certain Geothermal Lease And Agreement between LAWRENCE WERNER and BILLIE WERNER, and AMERICAN THERMAL RESOURCES, INC., a corporation, dated November 11, 1971, a short form of which was recorded March 24, 1972, under File No. 70685, Book 108, Pages 560-562, Official Records of Lander County, Nevada; and an Assignment Of Geothermal Leases And Agreements between AMERICAN THERMAL RESOURCES, INC. and CHEVRON OIL COMPANY, a corporation\*, dated June 15, 1976, which was recorded July 1, 1976, under File No. 083201, Book 139, Pages 375-382, Official Records of Lander County, Nevada and recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada; and an Amendment Of Geothermal Lease And Agreement dated January 17, 1977, which was recorded June 16, 1977, under File No. 087004, Book 148, Pages 114-116, Official Records of Lander County, Nevada; and an Assignment Of Geothermal Leases And Agreements between AMERICAN THERMAL RESOURCES, INC., and CHEVRON U.S.A. INC., a corporation\*, dated March 3, 1978, which was recorded March 29, 1978, under File No. 089809, Book 155, Pages 281-289, Official Records of Lander County, Nevada, and recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada.  
Is described as follows, to wit:

Township 31 North, Range 48 East, M. D. B. & M.

Section 7: W/2 SW/4 NE/4  
Lander County, Nevada  
Containing 20 acres m/l

24)

Our File Number: 432590

That certain Geothermal Lease And Agreement between JACOB BLICKENSBERGER and AMERICAN THERMAL RESOURCES, INC., a corporation, dated November 8, 1971, a short form of which was recorded March 24, 1972, under File No. 55878, Book 42, Pages 128-130, Official Records of Eureka County, Nevada; and an Assignment Of Geothermal Leases And Agreements between AMERICAN THERMAL RESOURCES, INC. and CHEVRON OIL COMPANY, a corporation\*, dated June 15, 1976, which was recorded July 1, 1976, under File No. 083201, Book 139, Pages 375-382, Official Records of Lander County, Nevada and recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada; and an Amendment Of Lease And Agreement dated January 18, 1977, which was recorded June 16, 1977, under File No. 63105, Book 59, Pages 248-250, Official Records of Eureka County, Nevada; and an Assignment Of Geothermal Leases And Agreements between AMERICAN THERMAL RESOURCES, INC., and CHEVRON U.S.A. INC., a corporation\*, dated March 3, 1978, which was recorded March 29, 1978, under File No. 089809, Book 155, Pages 281-289, Official Records of Lander County, Nevada, and recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada.  
Is described as follows, to wit:

Township 31 North, Range 48 East, M. D. B. & M.

Section 5: SE/4  
Eureka County, Nevada  
Containing 160 acres m/l

EXHIBIT "A"  
DEED OF TRUST

25)

Our File Number: 432620

That certain Geothermal Lease And Agreement between HELEN R. LASKY and AMERICAN THERMAL RESOURCES, INC., a corporation, dated March 7, 1972, a short form of which was recorded March 24, 1972, under File No. 70689, Book 108, Pages 572-574, Official Records of Lander county, Nevada; and an Assignment Of Geothermal Leases And Agreements between AMERICAN THERMAL RESOURCES, INC. and CHEVRON OIL COMPANY, a corporation\*, dated June 15, 1976, which was recorded July 1, 1976, under File No. 083201, Book 139, Pages 375-382, Official Records of Lander County, Nevada and recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada; and an Amendment Of Lease And Agreement dated January 12, 1977, a short form of which was recorded June 16, 1977, under File No. 087002, Book 148, Pages 108-110, Official Records of Lander County, Nevada; and an Assignment Of Geothermal Leases And Agreements between AMERICAN THERMAL RESOURCES, INC., and CHEVRON U.S.A. INC., a corporation\*, dated March 3, 1978, which was recorded March 29, 1978, under File No. 089809, Book 155, Pages 281-289, Official Records of Lander County, Nevada, and recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada.

Is describes as follows, to wit:

Township 31 North, Range 48 East, M. D. B. & M.

Section 7: NE/4 NE/4  
Lander County, Nevada  
Containing 40 acres m/l

26)

Our File Number 432650

That certain Geothermal Lease and Agreement between D. J. CECIL and LOIS MAE CECIL, husband and wife, and AMERICAN THERMAL RESOURCES, INC. ("ATR"), a corporation, dated January 11, 1972, a short form of which was recorded March 24, 1972, under File No. 55888, Book 42, Pages 158-160, Official Records of Eureka County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON OIL COMPANY, a corporation, dated June 15, 1976, recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada and recorded July 1, 1976, under File No. 83201, Book 139, Pages 375-382, Official Records Lander County, Nevada; and Amendment of Geothermal Lease and Agreement dated January 18, 1977, a short form of which was recorded June 16, 1977, under File No. 63104, Book 59, Pages 245-247, Official Records of Eureka County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON U.S.A. INC, a corporation\*, formerly CHEVRON OIL COMPANY dated March 3, 1978, recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada and recorded March 29, 1978, under File No. 89809, Book 155, Pages 281-289, Official Records of Lander County, Nevada.

Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 5: E/2 E/2 NW/4  
Eureka County, Nevada  
Containing 40 acres m/l

EXHIBIT "A"  
DEED OF TRUST

- 27) Our File Number 432710  
That certain Geothermal Lease and Agreement between DANIEL R. MC KINNEY and BONNIE JEAN MC KINNEY and AMERICAN THERMAL RESOURCES, INC. ("ATR"), a corporation, dated March 14, 1972, a short form of which was recorded March 24, 1972, under File No. 55891, Book 42, Pages 167-169, Official Records of Eureka County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON OIL COMPANY, a corporation, dated June 15, 1976, recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada and recorded July 1, 1976, under File No. 83201, Book 139, Pages 375-382, Official Records Lander County, Nevada; and Amendment of Geothermal Lease and Agreement dated January 15, 1977, a short form of which was recorded June 16, 1977, under File No. 63110, Book 59, Pages 263-265, Official Records of Eureka County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON U.S.A. INC, a corporation\*, formerly CHEVRON OIL COMPANY dated March 3, 1978, recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada and recorded March 29, 1978, under File No. 89809, Book 155, Pages 281-289, Official Records of Lander County, Nevada. Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 9: E/2 SW/4 NE/4  
Eureka County, Nevada  
Containing 20 acres m/l

- 28) Our File Number 432750  
That certain Geothermal Lease and Agreement between KATHLEEN R. OBERST who acquired title as Kathleen McKinney, and AMERICAN THERMAL RESOURCES, INC. ("ATR"), a corporation, dated December 7, 1971, a short form of which was recorded March 24, 1972, under File No. 55880, Book 42, Pages 134-136, Official Records of Eureka County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON OIL COMPANY, a corporation, dated June 15, 1976, recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada and recorded July 1, 1976, under File No. 83201, Book 139, Pages 375-382, Official Records Lander County, Nevada; and Amendment of Geothermal Lease and Agreement dated January 3, 1977, a short form of which was recorded June 16, 1977, under File No. 63108, Book 59, Pages 257-259, Official Records of Eureka County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON U.S.A. INC, a corporation\*, formerly CHEVRON OIL COMPANY dated March 3, 1978, recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada and recorded March 29, 1978, under File No. 89809, Book 155, Pages 281-289, Official Records of Lander County, Nevada. Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 9: SW/4 SW/4 NE/4  
Eureka County, Nevada  
Containing 10 acres m/l

EXHIBIT "A"  
DEED OF TRUST

29)

Our File Number 432780

That certain Geothermal Lease and Agreement between BETH L. ROBBINS and AMERICAN THERMAL RESOURCES, INC. ("ATR"), a corporation, dated December 9, 1971, a short form of which was recorded March 24, 1972, under File No. 55882, Book 42, Pages 140-142, Official Records of Eureka County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON OIL COMPANY, a corporation, dated June 15, 1976, recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada and recorded July 1, 1976, under File No. 83291, Book 139, Pages 375-382, Official Records Lander County, Nevada; and Amendment of Geothermal Lease and Agreement dated January 18, 1977, a short form of which was recorded June 16, 1977, under File No. 63118, Book 59, Pages 287-289, Official Records of Eureka County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON U.S.A. INC, a corporation\*, formerly CHEVRON OIL COMPANY dated March 3, 1978, recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada and recorded March 29, 1978, under File No. 89809, Book 155, Pages 281-289, Official Records of Lander County, Nevada.

Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 5: SW/4 NE/4  
Eureka County, Nevada  
Containing 40 acres m/l

30)

Our File Number 432790

That certain Geothermal Lease and Agreement between ARTHUR O. ROLLINS and DARLENE J. ROLLINS and AMERICAN THERMAL RESOURCES, INC. ("ATR"), a corporation, dated December 24, 1971, a short form of which was recorded March 24, 1972, under File No. 55883, Book 42, Pages 143-145, Official Records of Eureka County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON OIL COMPANY, a corporation, dated June 15, 1976, recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada and recorded July 1, 1976, under File No. 83291, Book 139, Pages 375-382, Official Records Lander County, Nevada; and Amendment of Geothermal Lease and Agreement dated January 17, 1977, a short form of which was recorded June 16, 1977, under File No. 63117, Book 59, Pages 284-286, Official Records of Eureka County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON U.S.A. INC, a corporation\*, formerly CHEVRON OIL COMPANY dated March 3, 1978, recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada and recorded March 29, 1978, under File No. 89809, Book 155, Pages 281-289, Official Records of Lander County, Nevada.

Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 9: NE/4 SW/4  
Eureka County, Nevada  
Containing 40 acres m/l

EXHIBIT "A"  
DEED OF TRUST

31)

Our File Number 432800  
That certain Geothermal Lease and Agreement between LORETTA MOFFATT ROSSI and AMERICAN THERMAL RESOURCES, INC. ("ATR"), a corporation, dated January 3, 1973, a memorandum of which was recorded January 15, 1973, under File No. 72758, Book 113, Pages 491-492, Official Records of Lander County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON OIL COMPANY, a California corporation, dated June 15, 1976, recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada and recorded July 1, 1976, under File No. 83201, Book 139, Pages 375-382, Official Records Lander County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON U.S.A. INC., a corporation\*, formerly CHEVRON OIL COMPANY dated March 3, 1978, recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada and recorded March 29, 1978, under File No. 89809, Book 155, Pages 281-289, Official Records of Lander County, Nevada.  
Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 19: NW/4 NW/4  
Lander County, Nevada  
Containing 40.00 acres m/l

32)

Our File Number 432820  
That certain Geothermal Lease and Agreement between JESS A. SELLERS JR. and JUNE A. SELLERS, husband and wife, and AMERICAN THERMAL RESOURCES, INC. ("ATR"), a corporation, dated January 10, 1972, a short form of which was recorded March 24, 1972, under File No. 55886, Book 42, Pages 152-154, Official Records of Eureka County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON OIL COMPANY, a corporation, dated June 15, 1976, recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada and recorded July 1, 1976, under File No. 83201, Book 139, Pages 375-382, Official Records Lander County, Nevada; and Amendment of Geothermal Lease and Agreement dated January 15, 1977, a short form of which was recorded June 16, 1977, under File No. 63114, Book 59, Pages 275-277, Official Records of Eureka County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON U.S.A. INC., a corporation\*, formerly CHEVRON OIL COMPANY dated March 3, 1978, recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada and recorded March 29, 1978, under File No. 89809, Book 155, Pages 281-289, Official Records of Lander County, Nevada.  
Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 5: W/2 E/2 NW/4  
Eureka County, Nevada  
Containing 40 acres m/l

EXHIBIT "A"  
DEED OF TRUST

- 31) Our File Number 432800  
That certain Geothermal Lease and Agreement between LORETTA MOFFATT ROSSI and AMERICAN THERMAL RESOURCES, INC. ("ATR"), a corporation, dated January 3, 1973, a memorandum of which was recorded January 15, 1973, under File No. 72758, Book 113, Pages 491-492, Official Records of Lander County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON OIL COMPANY, a California corporation, dated June 15, 1976, recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada and recorded July 1, 1976, under File No. 83201, Book 139, Pages 375-382, Official Records Lander County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON U.S.A. INC., a corporation\*, formerly CHEVRON OIL COMPANY dated March 3, 1978, recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada and recorded March 29, 1978, under File No. 89809, Book 155, Pages 281-289, Official Records of Lander County, Nevada.  
Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 19; NW/4 NW/4  
Lander County, Nevada  
Containing 40.00 acres m/l

- 32) Our File Number 432820  
That certain Geothermal Lease and Agreement between JESS A. SELLERS JR. and JUNE A. SELLERS, husband and wife, and AMERICAN THERMAL RESOURCES, INC. ("ATR"), a corporation, dated January 10, 1972, a short form of which was recorded March 24, 1972, under File No. 55886, Book 42, Pages 152-154, Official Records of Eureka County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON OIL COMPANY, a corporation, dated June 15, 1976, recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada and recorded July 1, 1976, under File No. 83201, Book 139, Pages 375-382, Official Records Lander County, Nevada; and Amendment of Geothermal Lease and Agreement dated January 15, 1977, a short form of which was recorded June 16, 1977, under File No. 63114, Book 59, Pages 275-277, Official Records of Eureka County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON U.S.A. INC., a corporation\*, formerly CHEVRON OIL COMPANY dated March 3, 1978, recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada and recorded March 29, 1978, under File No. 89809, Book 155, Pages 281-289, Official Records of Lander County, Nevada.  
Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 5; W/2 E/2 NW/4  
Eureka County, Nevada  
Containing 40 acres m/l



EXHIBIT "A"  
DEED OF TRUST

33)

Our File Number 432850  
That certain Geothermal Lease and Agreement between TOMOCHIKA UYEDA and EDWARD KIHARA, and AMERICAN THERMAL RESOURCES, INC. ("ATR"), a corporation, dated November 9, 1972, a memorandum of which was recorded, January 15, 1973, under File No. 72750, Book 113, Pages 475-476, Official Records of Lander County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON OIL COMPANY, a California corporation, dated June 15, 1976, recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada and recorded July 1, 1976, under File No. 83201, Book 139, Pages 375-382, Official Records Lander County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON U.S.A. INC, a corporation\*, formerly CHEVRON OIL COMPANY dated March 3, 1978, recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada and recorded March 29, 1978, under File No. 89809, Book 155, Pages 281-289, Official Records of Lander County, Nevada.  
Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 19: NE/4 NW/4  
Lander County, Nevada  
Containing 40 acres m/l

34)

Our File Number 432870  
That certain Geothermal Lease and Agreement between HARRY WISLOSKI and AMERICAN THERMAL RESOURCES, INC. ("ATR"), a corporation, dated December 17, 1971, a short form of which was recorded March 24, 1972, under File No. 55884, Book 42, Pages 146-148, Official Records of Eureka County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON OIL COMPANY, a corporation, dated June 15, 1976, recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada and recorded July 1, 1976, under File No. 83201, Book 139, Pages 375-382, Official Records Lander County, Nevada; and Amendment of Geothermal Lease and Agreement dated March 10, 1977, a short form of which was recorded June 16, 1977, under File No. 63113, Book 59, Pages 272-274, Official Records of Eureka County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON U.S.A. INC, a corporation\*, formerly CHEVRON OIL COMPANY dated March 3, 1978, recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada and recorded March 29, 1978, under File No. 89809, Book 155, Pages 281-289, Official Records of Lander County, Nevada.  
Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 5: SE/4 NE/4  
Eureka County, Nevada  
Containing 40 acres m/l

EXHIBIT "A"  
DEED OF TRUST

35)

Our File Number 432880

That certain Geothermal Lease and Agreement between J. ALLEN GINN, JR. and FIRST AMERICAN TITLE COMPANY OF NEVADA, and AMERICAN THERMAL RESOURCES, INC. ("ATR"), a corporation, dated November 1, 1972, a short form of which was recorded November 22, 1972, under File No. 72517, Book 113, Pages 91-93, Official Records Lander County, Nevada; and Amendment To Geothermal Lease and Agreement, dated November 26, 1973, counterparts of which were recorded December 13, 1973, under File No. 75720, Book 120, Pages 557-559, Official Records Lander County, Nevada and under File No. 75719, Book 120, Pages 554-556, Official Records Lander County, Nevada; and Agreement dated February 23, 1976, recorded March 27, 1985, under File No. 127499, Book 251, Pages 360-362, Official Records Lander County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON OIL COMPANY, a corporation, dated June 15, 1976, recorded July 7, 1976, under File No. 61624, Book 55, Pages 322-329, Official Records of Eureka County, Nevada and recorded July 1, 1976, under File No. 83201, Book 139, Pages 375-382, Official Records Lander County, Nevada; and Assignment of Geothermal Leases and Agreements from ATR to CHEVRON U.S.A. INC, a corporation\*, formerly CHEVRON OIL COMPANY dated March 3, 1978, recorded April 10, 1978, under File No. 64832, Book 63, Pages 203-211, Official Records of Eureka County, Nevada and recorded March 29, 1978, under File No. 89809, Book 155, Pages 281-289, Official Records of Lander County, Nevada; and Ratification of Lease, Consent to Unit Agreement and Division Order dated December 12, 1985, recorded January 13, 1986, under File No. 131423, Book 262, Pages 445-446, Official Records of Lander County, Nevada and recorded August 27, 1990, under File No. 133345, Book 213, Pages 250-252, Official Records of Eureka County, Nevada; and Partial Surrender of Geothermal Lease and Agreement dated April 22, 1986, recorded May 1, 1986, under File No. 132313, Book 266, Pages 195-197, Official Records of Lander County, Nevada; and Partial Surrender of Lease and Agreement dated April 20, 1987, recorded April 30, 1987, under File No. 140944, Book 287, Pages 514-516, Official Records of Lander County, Nevada.  
Is described as follows to wit:

Township 31 North, Range 47 East, M.D.B. & M.

All of Sections 13, 15, 23, 27, and 35  
Lander County, Nevada  
Containing 3200 acres m/l

EXHIBIT "A"  
DEED OF TRUST

- 36) Our File Number 433630  
That certain Geothermal Resources Lease between SAM M. DERMENGIAN and ANNIE DERMENGIAN, husband and wife, and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, predecessor in interest to CHEVRON U.S.A. INC., a corporation\*, dated July 24, 1975, a short form of which was recorded September 18, 1975, under File No. 60365, Book 52, Pages 307-308, Official Records of Eureka County, Nevada; and Amendment of Lease Agreement dated June 9, 1980, a short form of which was recorded July 16, 1980, under File No. 99454, Book 179, Pages 512-513, Official Records of Lander County, Nevada and recorded August 12, 1980, under File No. 75389, Book 84, Pages 592-593, Official Records of Eureka County, Nevada; and Corrected Amendment of Lease Agreement dated June 9, 1980, a short form of which was recorded May 15, 1986, under File No. 102632, Book 144, Pages 264-267, Official Records of Eureka County, Nevada; and Partial Surrender of Geothermal Resources Lease dated April 22, 1987, recorded April 30, 1987, under File No. 108018, Book 156, Pages 239-241, Official Records of Eureka County, Nevada.  
Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 17: NW/4 SW/4  
Eureka County, Nevada  
Containing 40 acres m/l

- 37) Our File Number 433660  
That certain Geothermal Resources Lease Agreement between JOHN J. O'HARA and KATHRYN M. O'HARA, husband and wife, and CHEVRON U.S.A. INC., a corporation\*, dated August 12, 1980, a short form of which was recorded October 30, 1980, under File No. 77636, Book 89, Pages 121-122, Official Records of Eureka County, Nevada.  
Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 9: NE/4 NW/4  
Eureka County, Nevada  
Containing 40 acres m/l

- 38) Our File Number 433670  
That certain Geothermal Resources Lease Agreement between JAMES H. RUNYAN and KATHRYN RUNYAN, husband and wife, and CHEVRON U.S.A. INC., a corporation\*, dated August 12, 1980, a short form of which was recorded October 30, 1980, under File No. 77635, Book 89, Pages 119-120, Official Records of Eureka County, Nevada.  
Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 9: NW/4 SW/4  
Eureka County, Nevada  
Containing 40 acres m/l

EXHIBIT "A"  
DEED OF TRUST

- 39) Our File Number 587070  
That certain Geothermal Resources Lease Agreement between THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California, and CHEVRON U.S.A. INC., a corporation\*, dated August 29, 1978, a short form of which was recorded September 27, 1978, under File No. 66307, Book 66, Pages 149-152, Official Records of Eureka County, Nevada and recorded September 29, 1978, under File No. 91914, Book 160, Pages 353-356, Official Records of Lander County, Nevada.

Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 8: S/2 SE/4  
Section 17: NW/4  
Section 18: E/2 NE/4  
Lander and Eureka Counties, Nevada  
Containing 320 acres m/l

- 40) Our File Number 587120  
That certain Geothermal Resources Lease Agreement between SAM M. DERMENGIAN and ANNIE DERMENGIAN, husband and wife, and CHEVRON U.S.A. INC., a corporation\*, dated May 23, 1978, a short form of which was recorded December 28, 1978, under File No. 92755, Book 162, Pages 436-437, Official Records of Lander County, Nevada; and Amendment of Lease Agreement dated June 9, 1980, a short form of which was recorded July 16, 1980, under File No. 99455, Book 179, Pages 514-515, Official Records of Lander County, Nevada.

Is described as follows to wit:

Township 30 North, Range 47 East, M.D.B. & M.

Section 3: SW/4  
Lander County, Nevada  
Containing 160 acres m/l

- 41) Our File Number 587130  
That certain Geothermal Resources Lease Agreement between ELMER L. BATZ AND LILLIAN E. BATZ, husband and wife, and CHEVRON U.S.A. INC., a corporation\*, dated January 2, 1979, a short form of which was recorded April 9, 1979, under File No. 68023, Book 69, Pages 476-477, Official Records of Eureka County, Nevada, and recorded April 12, 1979, under File No. 93578, Book 164, Pages 583-584, Official Records of Lander County, Nevada; and Ratification of Lease, Consent to Unit Agreement and Division Order dated January 23, 1986, which was recorded March 4, 1986, under File No. 131819, Book 264, Pages 605-607, Official Records of Lander County, Nevada.

Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 17: NE/4  
Section 19: Lots 3, 4, 5, 6  
Lander and Eureka Counties, Nevada  
Containing 315.48 acres m/l

EXHIBIT "A"  
DEED OF TRUST

- 42) Our File Number 587140  
That certain Geothermal Resources Lease Agreement between STELLA P. WREN a/k/a Stella Badowski and CHEVRON U.S.A. INC., a corporation\*, dated October 17, 1979, a short form of which was recorded February 12, 1980, under File No. 72499, Book 79, Pages 10-11, Official Records of Eureka County, Nevada.  
Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 9: Lots 6 and 11  
Eureka County, Nevada  
Containing 80.79 acres m/l

- 43) Our File Number 630560  
That certain Geothermal Resources Lease Agreement between ALLEN S. HOPKINS, and LUCILLE L. HOPKINS, husband and wife, and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, predecessor in interest to CHEVRON U.S.A., INC., a corporation\*, dated November 18, 1975, a short form of which was recorded January 21, 1976, under File No. 60802, Book 53, Pages 407-408, Official Records of Eureka County, Nevada and was recorded August 27, 1990, under File No. 165688, Official Records of Lander County, Nevada; and Amendment of Geothermal Resources Lease and Short Form Thereof dated May 24, 1978, was recorded June 14, 1978, under File No 90393, Book 157, Pages 52-53, Official Records of Lander County, Nevada.  
Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 7: NW/4 NW/4 NE/4  
Lander County, Nevada  
Containing 10 acres m/l

- 44) Our File Number 630600  
That certain Geothermal Resources Lease Agreement between ALBERT C. ADAMS and GLADYS S. ADAMS, husband and wife, and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, predecessor in interest to CHEVRON U.S.A. INC., a corporation\*, dated November 24, 1975, a short form of which was recorded January 21, 1976, under File No. 60803, Book 53, Pages 409-410, Official Records of Eureka County, Nevada.  
Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 9: SE/4 SW/4  
Eureka County, Nevada  
Containing 40.61 acres m/l

EXHIBIT "A"  
DEED OF TRUST

- 45) Our File Number 630830  
That certain Geothermal Resources Lease Agreement between EDNA LEE BASMAJIAN, a married woman as her sole and separate property and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, predecessor in interest to CHEVRON U.S.A. INC., a corporation\*, dated January 21, 1976, a short form of which was recorded November 3, 1977, under File No. 63956, Book 61, Pages 381-382, Official Records of Eureka County, Nevada. Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 9: W/2 SE/4 NE/4  
Eureka County, Nevada  
Containing 19.98 acres m/l

- 46) Our File Number 630840  
That certain Geothermal Resources Lease Agreement between SAMPSON T. FRIEND and LORENE FRIEND, husband and wife, and STANDARD OIL COMPANY OF CALIFORNIA, a corporation, predecessor in interest to CHEVRON U.S.A. INC., a corporation\*, dated January 21, 1976, a short form of which was recorded November 3, 1977, under File No. 63955, Book 61, Pages 379-380, Official Records of Eureka County, Nevada. Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 9: E/2 SE/4 NE/4  
Eureka County, Nevada  
Containing 19.90 acres m/l

- 47) Our File Number 701060  
That certain Geothermal Resources Lease Agreement between GLADYS LEX and RAYMOND LEX, and CHEVRON U.S.A. INC., a corporation\*, dated October 17, 1979, a short form of which was recorded February 13, 1980, under File No. 97371, Book 174, Page 404-405, Official Records of Lander County, Nevada. Is described as follows to wit:

Township 30 North, Range 47 East, M.D.B. & M.

Section 3: NE/4 SW/4 SE/4, SE/4 SE/4 SE/4  
Lander County, Nevada  
Containing 20 acres m/l

EXHIBIT "A"  
DEED OF TRUST

- 48) Our File Number 701070  
That certain Geothermal Resources Lease Agreement between HELEN KOLODY and CHEVRON U.S.A. INC., a corporation<sup>9</sup>, dated October 17, 1979, a short form of which was recorded February 13, 1980, under File No. 97372, Book 174, Page 406-407, Official Records of Lander County, Nevada.  
Is described as follows to wit:

Township 30 North, Range 47 East, M.D.B. & M.

Section 3: SW/4 SE/4 NE/4  
Lander County, Nevada  
Containing 10 acres m/l

- 49) Our File Number 701080  
That certain Geothermal Resources Lease Agreement between VERNON HUMBER and CHEVRON U.S.A. INC., a corporation<sup>9</sup>, dated October 17, 1979, a short form of which was recorded February 12, 1980, under File No. 72498, Book 79, Pages 8-9, Official Records of Eureka County, Nevada.  
Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 9: NW/4 NW/4  
Eureka County, Nevada  
Containing 40 acres m/l

- 50) Our File Number 701090  
That certain Geothermal Resources Lease Agreement between MONA WATERS and CHEVRON U.S.A. INC., a corporation<sup>9</sup>, dated October 17, 1979, a short form of which was recorded March 14, 1980, under File No. 72758, Book 79, Pages 349-350, Official Records of Eureka County, Nevada.  
Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 9: NW/4 NW/4  
Eureka County, Nevada  
Containing 40 acres m/l

- 51) Our File Number 701100  
That certain Geothermal Resources Lease Agreement between B.K.H. HOLDING CORPORATION and CHEVRON U.S.A. INC., a corporation<sup>9</sup>, dated October 17, 1979, a short form of which was recorded February 13, 1980, under File No. 97374, Book 174, Pages 409-410, Official Records of Lander County, Nevada.  
Is described as follows to wit:

Township 30 North, Range 47 East, M.D.B. & M.

Section 3: S/2 NE/4 SE/4  
Lander County, Nevada  
Containing 20 acres m/l

EXHIBIT "A"  
DEED OF TRUST

- 52) Our File Number 701110  
That certain Geothermal Resources Lease Agreement between MAURY B. TYLER and AUDREY G. TYLER, and CHEVRON U.S.A. INC., a corporation\*, dated October 17, 1979, a short form of which was recorded February 22, 1980, under File No. 72592, Book 79, Pages 149-150, Official Records of Eureka County, Nevada.  
Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 9: NE/4 NE/4 NE/4 (also known as the N/2 of the E/2 of Lot 1)  
Eureka County, Nevada  
Containing 10.06 acres m/l

- 53) Our File Number 701120  
That certain Geothermal Resources Lease Agreement between DONALD T. POPE AND EILEEN G. POPE and CHEVRON U.S.A. INC., a corporation\*, dated October 17, 1979, a short form of which was recorded March 14, 1980, under File No. 72757, Book 79, Pages 347-348, Official Records of Eureka County, Nevada.  
Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 9: W/2 of Lot 2  
Eureka County, Nevada  
Containing 20.29 acres m/l

- 54) Our File Number 701130  
That certain Geothermal Resources Lease Agreement between MARY ELLEN TYLER and CHEVRON U.S.A. INC., a corporation\*, dated October 17, 1979, a short form of which was recorded February 22, 1980, under File No. 72591, Book 79, Pages 147-148, Official Records of Eureka County, Nevada.  
Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 9: SE/4 NE/4 NE/4 also known as  
S/2 of the E/2 of Lot 1  
Eureka County, Nevada  
Containing 10.05 acres m/l



EXHIBIT "A"  
DEED OF TRUST

55)

Our File Number 701140  
That certain Geothermal Resources Lease Agreement between ANN T. GELBKE, a widow and CHEVRON U.S.A. INC., a corporation\*, dated October 17, 1979, a short form of which was recorded March 14, 1980, under File No. 72759, Book 79, Pages 351-352, Official Records of Eureka County, Nevada.  
Is described as follows to wit:

Township 31 North, Range 48 East, M.D.B. & M.

Section 9: Lots 5 & 12  
Eureka County, Nevada  
Containing 81.13 acres m/l

\* These leases listed were assigned from CHEVRON U.S.A. INC. formerly known as CHEVRON OIL COMPANY to CHEVRON GEOTHERMAL COMPANY OF CALIFORNIA, a Delaware corporation, by Assignment and Assumption Agreement dated April 18, 1985, which was recorded July 10, 1985, under File No. 128195, Book 253, Pages 233-258, Official Records of Lander County, Nevada, and recorded July 24, 1985, under File No. 99803, Book 137, Pages 228-254, Official Records of Eureka County, Nevada; and a Corrective Assignment and Assumption Agreement dated December 10, 1990, which was recorded December 13, 1990, under File No. 167717, Book 355, Pages 001-010, Official Records of Lander County, Nevada and was recorded December 13, 1990, under File No. 134976, Book 218, Pages 083-092, Official Records of Eureka County, Nevada and which was re-recorded December 13, 1990, under File No. 167718, Book 355, Pages 011-020, Official Records of Lander County, Nevada and was re-recorded December 13, 1990, under File No. 134977, Book 218, Pages 093-102, Official Records of Eureka County, Nevada.

EXHIBIT "B" TO DEED OF TRUST (CE GEOTHERMAL, INC)

1. Certain rights pursuant to an Assignment and Royalty Agreement dated April 1, 1988, recorded in File No. 245836 of the Official Records of Churchill County, Nevada between Chevron and Oxbow Geothermal Corporation described as follows:

a. An 11.44% nonparticipating overriding royalty interest covering geothermal resources allocated to the following property:

Township 24 North, Range 37 East, MDBM  
Section 7: Lot 4  
Section 18: Lot 1, NE 1/4 of NW 1/4

Township 24 North, Range 37 East, MDBM  
Section 7: E 1/2 of SW 1/4, W 1/2 of SE 1/4

b. An 11.44% nonparticipating overriding royalty interest in geothermal resources allocated to 50% of the following property if it comes within the Dixie Valley participating area:

Township 24 North, Range 36 East, MDBM  
Section 12: SE 1/4 of SE 1/4

2. A 5% overriding royalty interest pursuant to Assignment Affecting Record Title to Geothermal Resources Lease effective September 1, 1975 between Chevron Oil Company and Geothermal Resources International, Inc. covering geothermal resources from the following property:

Township 24 North, Range 37 East, MDBM  
Section 4: All;  
Section 9: All;  
Section 10: W 1/2;

Township 25 North, Range 37 East, MDBM  
Section 33: All.

BOOK 220 PAGE 031

BOOK 219 PAGE 583  
OFFICIAL RECORDS  
RECORDED AT THE OFFICE OF  
*First American*  
91 JAN 22 AM:15  
*Well Company*  
EUREKA COUNTY, CALIF.  
M.N. REBALDATTI, RECORDER  
FILE NO. FEE \$53.00

135761