

TECHNICAL DATA GATHERING

This Agreement (this "Agreement") is made as of the 15th day of June, 1998, by and between University of Utah on behalf of the Energy Geoscience Institute, 423 Wakara Way, Salt Lake City, Utah 84108 (hereinafter referred to as "EGI") and CalEnergy Exploration Company, Inc. together with its affiliates (hereinafter called collectively "CalEnergy") with its office at 302 South 36th Street, Suite 400, Omaha, NE 68131.

WITNESSETH:

WHEREAS, CalEnergy has certain property rights, interests and leases in geothermal resources and surface rights at projects known as Newberry Crater, OR, Telephone Flat near Medicine Lake, CA, Fish Lake, NV, and the Salton Sea Geothermal Field, CA (hereinafter called "Property"); and

WHEREAS, CalEnergy operates a geothermal project at the Property; and

WHEREAS, a previous Right of Entry for Technical Data Gathering dated June 24, 1992 between EGI and CalEnergy for a project on the Property expired June 23, 1994; and

WHEREAS, EGI has submitted a proposal to the Department of Energy (hereinafter called "DOE"), under Contract No. DE-AC07-95ID13274, for the purpose of conducting geothermal studies and desires to perform studies of geothermal areas focusing upon tracer studies, and development geology, geochemistry, and geophysics of the geothermal reservoir (the "Project"); and

WHEREAS, EGI desires to perform the investigation for the Project at the Property (the "Work"); and

WHEREAS, in recognition of EGI's desires, CalEnergy is willing to permit access for EGI to perform the above work involving the Property and is willing to enter into this Agreement with EGI.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by the parties as follows:

1. **ENTRY.** CalEnergy hereby grants EGI permission to enter the Property as provided in Section 2, solely to collect new geological, geochemical or geophysical data, examine samples and data from wells and other data designated by CalEnergy, including technical data records, for the sole purpose of EGI's performance of the Work.
2. **PERFORMANCE.** EGI is granted permission by CalEnergy to enter upon the Property to further perform its investigation as part of the Work on the Project subject to EGI's express agreement to be bound by the following:
 - a. EGI agrees to notify CalEnergy at least forty-eight (48) hours in advance of each entry upon the Property. EGI agrees to coordinate its activities and entries onto the Property with such rules and schedules as are established by CalEnergy.
 - b. All vehicles driven by EGI personnel, agents, subcontractors or representatives when on the Property shall comply with posted road constraints and shall be permitted only on roadways expressly designated by CalEnergy.
 - c. EGI shall exercise reasonably prudent care and vigilance to avoid damage to any of CalEnergy's facilities and operations and shall schedule and conduct the Work in such a manner as to avoid any interference with or delay to CalEnergy's operations being conducted on the Property.

d. EGI agrees that it will perform and complete all Work or testing in a safe, efficient and workmanlike manner. EGI further agrees that its equipment used in performing all Work and testing will be in good working condition and repair and suitable for the Work.

e. CalEnergy makes no warranty or representation as to the nature and location of the Property, the configuration, composition or physical condition for the area appertaining to work and testing, the character quality or quantity of materials to be encountered, the character of equipment, engineering or facilities needed preliminary to or during prosecution of the testing, the general or local conditions, or any other matters which can in any way affect EGI's testing. EGI hereby acknowledges and represents that it is fully familiar with the Property, its nature, locations, configuration, composition and physical condition, and hereby assumes any all reasonable risks arising in connection with its work and further indemnify and hold harmless CalEnergy from and against any and all claims except gross negligence, costs, expense and liabilities arising from claims made by EGI's employees, agents, licensees and invitees in EGI's Work and in connection with related activities at the Property.

f. In consideration of the rights herein grants and subject to the patent and data security provisions of its Contract Number DE-AC07-95ID13274 with DOE, EGI at its expense agrees to furnish CalEnergy with copies of all test results, data, evaluations, conclusions, reports, articles, summaries and information ("Data") which are in any way generated or created as a result of the Projects to be performed by EGI. CalEnergy shall have the right to review and comment in advance on all publications prepared by EGI regarding the Data and shall do so within thirty (30) days of receipt of such draft publications. EGI shall protect and maintain the confidentiality of CalEnergy's proprietary and confidential information which is appropriately identified in writing as such to EGI. All confidential and proprietary information is to be held in confidence beyond the term of this Agreement and shall not be released to any third party without the prior written consent of CalEnergy except that EGI shall not be prevented from using or disclosing information: (a) which EGI can demonstrate by written records was previously known to it; (b) which is now, or becomes in the future, public knowledge other than through acts or omissions of EGI; or (c) which is lawfully obtained by EGI from sources independent of CalEnergy. CalEnergy shall have sole right to withhold its consent to the publication of any material it deems detrimental to its business interests; however, such consent shall not be unreasonably withheld by CalEnergy. In the event of a disagreement between EGI and CalEnergy concerning material regarded by CalEnergy as detrimental to CalEnergy's business interests, such material shall in any event not be published for a period of two years from the date of CalEnergy's initial request to withhold such material. CalEnergy shall have the right to use all Data internally in any manner it chooses and shall have no obligation to maintain or treat any such Data as proprietary or confidential information. However, CalEnergy agrees not to publicly release the Data to any third party except its partners or financiers until after such time as EGI has made public release of the Data in accordance with EGI's contract with DOE.

g. As provided in paragraph 7 of this Agreement, CalEnergy agrees to appropriately mark all confidential and proprietary information prior to submission to the University. University has the obligation to protect and not disclose the properly marked information. CalEnergy acknowledges that University is a governmental entity and thus subject to the Utah Government Records Access and Management Act, Sec. 63-2-101 *et seq.*, Utah Code Ann. (1993 and Supp. 1995) ("GRAMA") and Section 53B-16-301 *et seq.*, Utah Code Ann. (1993 and Supp. 1995). Pursuant to GRAMA and Section 53B-16-301 *et seq.*, this Agreement, and confidential information provided pursuant hereto may be subject to public disclosure. Any person who provides University with records that such person believes should be protected from disclosure for business reasons must, pursuant to Section 63-2-308 of GRAMA and Section 53B-16-304, provide University with a written claim of business confidentiality and a concise statement of reasons supporting such claim.

h. EGI agrees to remove all of its equipment, tools, and materials from the Property upon CalEnergy's request or upon expiration or termination of this Agreement, and to restore the Property to a reasonably similar condition as when EGI entered thereon.

3. **INDEMNIFICATION.** Each party hereto agrees to be responsible for and shall assume liability of its wrongful or negligent acts or omissions or those of its officers, agents, or employees to the full extent of the law; and each party agrees to indemnify and hold harmless the other from any such damages, costs, and liability caused by such a wrongful or negligent act.

4. INSURANCE. Prior to the commencement of any Work by EGI under this Contract, and until completion and final acceptance of the work, EGI shall maintain the following insurance coverage, from insurers acceptable to CalEnergy, and shall furnish certificates of insurance if requested by CalEnergy giving evidence of such coverage.

a. University is a governmental entity and is subject to the Utah Governmental Immunity Act, Section 63-30-1 et seq., Utah Code Ann. (1993 and Supp. 1995) (the "Act"). Section 63-30-34 of the Act expressly limits judgments against the University, its officers and employees to \$250,000.00 per person and \$500,000.00 per occurrence for bodily injury and death and to \$100,000.00 per occurrence for property damage.

b. Workers' Compensation. Worker's Compensation and occupational disease insurance and employer's liability insurance in accordance with the applicable law or laws with respect to all of their employees.

5. INDEPENDENT PARTIES. In assuming and performing the obligations of this Agreement, EGI and CalEnergy are both independent parties and neither shall be considered as a joint venturer or partner of the other, nor as an agent, employee or representative of the other, in any respect.

6. LAWS, ORDINANCES, PERMITS, LICENSES AND TAXES. In the performance of its activities at the Property, EGI shall comply with all laws (including without limitation obtaining required liability insurance), ordinances, orders, rules, regulations and requirements of governmental authorities having jurisdiction over the Work, the Property and/or the Project and shall obtain at its sole cost and expense any and/or all required permits and licenses. EGI shall be responsible for payment of any taxes imposed, including sales, use and privilege taxes, as may apply to this Agreement or pertain to this Project.

7. PROPRIETARY INFORMATION. Findings or other information regarding the Property which are not publicly available and which have been or will be provided to EGI by CalEnergy or their respective agents, and which are designated in writing, or which have been or will be developed by EGI in connection with the Project and which incorporate such information, will be treated on a proprietary basis and will not be disclosed to any third party without the prior written consent, consent shall not be unreasonably withheld, of CalEnergy except as maybe required to be disclosed by law. However, CalEnergy recognizes EGI's contractual responsibility to the U.S. Department of Energy to publish certain findings from the Work, and CalEnergy will not unreasonably withhold its permission to EGI to publish findings, provided that all proprietary information is adequately protected from breach of confidentiality in such publication. Before specific studies in the Project are undertaken, CalEnergy and EGI will mutually agree on the proprietary or nonproprietary nature of all data and information to be used in the specific studies and on the scope of the specific studies. The objectives of such considerations is to help ensure that EGI will be able to publish the results of the specific studies.

The provisions of this Agreement shall not apply to information or data within any one or more of the following categories:

a. Information or data which were in the public domain prior to a party's receipt thereof from the other or which subsequently becomes part of the public domain by publication or otherwise, except by a party's wrongful act.

b. Information or data which a party can show were in its possession prior to its receipt thereof from the other party.

c. Information or data received by a party from a third party having no obligation of secrecy with respect thereto.

8. TECHNICAL DATA. In consideration of the rights hereunder, and subject to the patent and data security provisions of its Contract Number DE-AC07-95ID132174 with the DOE, EGI hereby agrees that data under EGI's control, developed by EGI or any of its subcontractors during the course of the Project, will be made available to CalEnergy without cost.

9. ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assignees, but EGI may assign or subcontract this Agreement or any part hereof to one or more of its affiliated entities without the prior written consent of CalEnergy. Any such assignment will include all restrictions and conditions of access and data management and release of operational conditions of CalEnergy and shall not affect EGI's obligations hereunder which shall be joint and several with such assignee.

10. PRESS RELEASES. Neither party will issue any press release or public statement concerning this Agreement and related work without prior written approval of the other party.

11. NOTICES. Any notice required to be given herein shall be given to the following:

In the case of Sponsor:

CalEnergy Company, Inc
302 South 36th Street, Suite 400
Omaha, NE 68131
Attn.: Dale Schuster, Project Development Manager

and

CalEnergy Company, Inc.
302 South 36th Street, Suite 400
Omaha, NE 68131
Attn.: Steve McArthur, Executive Vice President and General Counsel

In the case of University:

University of Utah
1471 Federal Way
Salt Lake City, Utah 84102
Attn: Lynne Chronister

Or to such other persons or addresses as either of the parties shall substitute by notice given as herein required. Notices shall be give via facsimile and (a) certified mail - return receipt requested or (b) overnight courier. Notices will be effective upon receipt thereof.

12. SEVERABILITY. In the event that any of the provisions of this Agreement or portions of applications thereof, are held to be unenforceable or invalid by any court of competent jurisdiction, CalEnergy and EGI shall negotiate an equitable adjustment in the provisions, or portions or applications thereof, shall be unaffected thereby.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hercof, and supersedes any previous agreements or understandings.

14. TERM. Subject to section 15 hercof, this Agreement shall be valid for a period of two years from the date hereof. At the end of said period, this Agreement shall either be renewed or the rights grants hereunder shall terminate.

15. TERMINATION. Notwithstanding anything to the contrary herein this Agreement and the rights granted hereunder shall remain terminable at will by either party upon written notice thereof to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first written above.

CalEnergy Company, Inc.
"CalEnergy"

University of Utah

By: |
(Signature)

| | By: |
(Signature)

Name: |
(Please Print)

| | Name: |
Lynne Chronister

Title: |

| | Title: | Director

Date: |

| | Date: |