

File No. 30074

THOMAS W. MILLER and ELEANOR MILLER, )  
husband and wife, )  
to ) Agreement  
SIMPLOT IRON MINES, INC. )

MODIFICATION OF AGREEMENT

THIS AGREEMENT Made and entered into this 18th day of July, 1952, by and between THOMAS W. MILLER and ELEANOR MILLER, husband and wife, residing at Reno, County of Washoe, State of Nevada, parties of the first part, referred to herein as "lessors", and SIMPLOT IRON MINES, INC., a corporation organized under the laws of the State of Nevada, with its principal place of business in Elko, Nevada, party of the second part, referred to herein as "lessee",

WITNESSETH:

WHEREAS On the 31st day of December, 1951, the parties hereto entered into a written Lease and Option, a copy of which is hereto attached and incorporated herein by reference; and

WHEREAS Said parties have mutually agreed to modify certain terms of said Lease and Option;

NOW THEREFORE, IT IS MUTUALLY AGREED, In consideration of the covenants and releases herein contained and of the consideration as set forth in said Lease and Option dated the 31st day of December, 1951, that Section (2), page 2, which reads as follows:

"(2) Rental Payments. As annual rental for said leased mining claims, lessee promises and agrees to pay to the lessors the following sums on the following dates:

<u>Amount</u>	<u>Date</u>
\$ 5,000.00	Jan. 1, 1952
10,000.00	July 1, 1952
5,000.00	Jan. 1, 1953
10,000.00	July 1, 1953
5,000.00	Jan. 1, 1954
5,000.00	Jan. 1, 1955
5,000.00	Jan. 1, 1956
5,000.00	Jan. 1, 1957
250.00	Jan. 1, 1958, and
250.00	On the 1st day of
	January of each year
	through the remaining
	period of this Lease
	and Option

"The payments of rental as provided in this paragraph shall be paid to the Security National Bank, at Reno, Nevada, hereby designated by the lessors as agent of the lessors for the receipts of those payments, and the receipt of said bank therefor shall have the same force and effect as though given by the lessors personally; and the lessee shall not be responsible for the distribution thereof by <sup>said</sup> bank to the lessors."

is deleted in its entirety and said Lease and Option is modified by the insertion in said Lease and Option as Section (2) of the following:

"(2) Rental Payments. As annual rental for said leased mining claims, lessee promises and agrees to pay to the lessors the following sums on the following dates;

<u>Amount</u>	<u>Date</u>
\$5,000.00	Jan. 1, 1952
5,000.00	July 1, 1952
5,000.00	July 1, 1953
5,000.00	July 1, 1954
5,000.00	July 1, 1955
5,000.00	July 1, 1956
5,000.00	July 1, 1957
5,000.00	July 1, 1958
5,000.00	July 1, 1959
5,000.00	July 1, 1960
250.00	July 1, 1961 and
	On the 1st day of
	July of each year
	through the remaining
	period of this Lease and
	Option.

"The payments of rental as provided in this paragraph shall be paid to the Security National Bank at Reno, Nevada, hereby designated by the lessors as agent of the Lessors for the receipt of those payments, and the receipt of said bank therefor shall have the same force and effect as though given by the lessors personally; and the lessee shall not be responsible for the distribution thereof by said bank to the lessors."

Nothing herein contained shall change or affect said Lease and Option in any other particular than is expressly mentioned herein.

IN WITNESS WHEREOF this Modification of Agreement has been duly executed the day and year herein first above written.

Thomas W. Miller  
Thomas W. Miller

Eleanor Miller  
Eleanor Miller

LESSORS

SIMPLOT IRON MINES, INC.

(seal)

By J. R. Simplot

LESSEE

ATTEST:

Robert I. Troxell  
SecretarySTATE OF NEVADA )  
                          ) ss.  
County of Washoe )

On this 21st day of July, 1952, personally appeared before me, a Notary Public in and for said County and State, THOMAS W. MILLER and ELEANOR MILLER, husband and wife, known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

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

(Notarial Seal)

C. Benson Tapscott  
Notary Public for Nevada  
Residence: Reno, NevadaSTATE OF IDAHO )  
                          ) ss.  
County of Ada )

On this 18 day of July, 1952, there personally appeared before me, Mary Freeland, a Notary Public in and for said Ada County, J. R. SIMPLOT, known to me to be the President of the corporation that executed the foregoing instrument, and upon oath, did depose and state that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

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

(Notarial Seal)

Mary Freeland  
Notary Public for Idaho  
Residence: Boise, Idaho

Recorded at the Request of L. E. Haight Nov. 23 A.D. 1953 At 23 minutes past 11 A.M.

R. W. Gihson --- Recorder