

52917

AMENDMENT OF LEASE AND AGREEMENT

THIS INSTRUMENT is entered into this 15th day of
July 1970 between DONALD T. POPE and
EILEEN G. POPE,
hereinafter referred to as "Lessor", and MAGMA
ENERGY, INC.,
hereinafter referred to as "Lessee".

RECITALS

Lessor is lessor under that certain lease and agree-
ment dated July 25, 1965, recorded in Book 8,
Page 444, Official Records of Eureka County, Nevada,
wherein Magma Power Company is lessee, which said lease and
agreement covers certain lands in Eureka County, Nevada
therein particularly described.

Lessee is the successor in interest of Magma Power
Company, lessee under the aforesaid lease and agreement.

~~Said lease and agreement has heretofore been amended~~
by instrument dated _____, recorded in Book
_____, Page _____, Official Records of _____.

Said lease and agreement is valid and subsisting, and
the parties desire to amend same in the particulars as herein-
after set forth.

AGREEMENT

NOW THEREFORE, for good and valuable consideration
and in consideration of the covenants and agreements herein
contained, the parties agree as follows, to wit:

1. Until such time as Lessee shall commence the sale of steam, steam power or by-products of steam condensated from the leased land, or said lease is terminated, Lessee shall pay to Lessor annual rental of TWENTY (\$20.00) DOLLARS, payable in semi-annual installments.

2. The period provided for in paragraph 2 (a) of said lease and agreement, as amended, is hereby extended for an additional period of FIVE (5) years. The period provided for in paragraph 2 (b) of said lease and agreement, as amended, is hereby extended for an additional period of FIVE (5) years.

3. The parties do hereby declare that it now is and at all times has been the understanding of the parties that the terms "steam", "steam power", and "thermal energy" shall include and also mean hot water and the energy extracted therefrom.

4. In connection with Lessee's operations on the leased land, Lessee shall have the right to dispose of waste water, waste brine and salts, gases and other waste or residual products by injecting or re-injecting into a well or wells, or by other means, on the leased land, all in accordance with regulations applicable thereto, provided that in so doing Lessee shall not in any way interfere with or contaminate surface waters on the leased land being used or capable of being used by Lessor for other purposes.

5. Said lease and agreement as heretofore amended and as further amended hereby is hereby declared valid and subsisting and in full force and effect, and Lessor does hereby lease to Lessee the above described land together with the sole and exclusive rights with respect thereto as provided by said

lease and agreement as heretofore amended and as amended hereby. The provisions of this instrument shall govern and shall supersede any provisions of said lease and agreement as heretofore amended which may be in conflict herewith.

6. The provisions hereof shall be binding upon and shall inure to the benefit of the respective heirs, successors and assigns of the parties hereto.

Eileen L. Pope
Donald T. Pope

Lessor

MAGMA ENERGY, INC.

By [Signature]
President

By [Signature]
Secretary



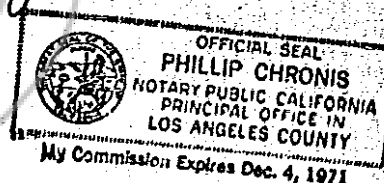
STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On this 18th day of August, 1970
before me, the undersigned, a Notary Public, personally appeared
B. C. McCABE, known to me to be the President, and JOSEPH W.
AIDLIN, known to me to be the Secretary of MAGMA ENERGY, INC.,
the corporation that executed the within instrument known to
me to be the persons who executed the within instrument on
behalf of the corporation herein named, and acknowledged to
me that such corporation executed the within instrument pursuant
to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

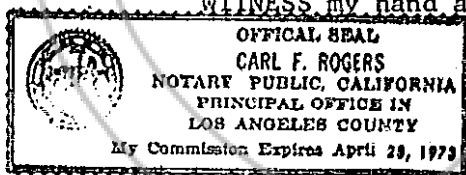
Phillip Chronis

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.



On this 13th day of AUGUST, 1970
before me, the undersigned, a Notary Public, personally appeared
DAVID T. POPE AND EILEEN B. POPE
known to me to be the person s whose name s subscribed to
the within instrument and acknowledged that they executed the
same.

WITNESS my hand and official seal.



STATE OF _____ }
COUNTY OF _____ } SS.

Carl F. Rogers



On this _____ day of _____, 19____
before me, the undersigned, a Notary Public, personally appeared _____,
known to me to be the _____, President, and _____,
known to me to be the _____ Secretary of
the corporation that executed the within Instrument on behalf
of the corporation therein named, and acknowledged to me that such
corporation executed the within instrument pursuant to its by-laws
or a resolution of its board of directors.

WITNESS my hand and official seal.

RECORDED AT THE REQUEST OF Magma Energy, Inc.
on AUGUST 20 1970, of 46 min. post 10 A. M. in
Book 36 of OFFICIAL RECORDS, page 142-145 RECORDS OF
SANTA CLAY COUNTY, NEVADA. Phillip A. McPart Recorder.
File No. 52917 Fee \$ 6.00

BOOK 36 PAGE 145