

53552

AMENDMENT OF LEASE AND AGREEMENT

THIS INSTRUMENT is entered into this 3rd day of
AUGUST, 1970, between MARY L. TYLER and
MAURIT B. TYLER
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 January 20, 1961, recorded in Book 7,
Page 297, 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 \$20.00 (Twenty Dollars) per year, semi-annual, payable in monthly installments.

2. The period provided for in paragraph 2 (a) of said lease and agreement, as amended, is hereby extended ~~to January 20, 1975,~~ to January 20, 1980. The period provided for in paragraph 2 (b) of said lease and agreement, as amended, is hereby extended ~~for an additional period of~~ to January 20, 1980.

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.

Mary Tyler
Maury B. Tyler

Lessor

MAGMA ENERGY, INC.

By

B. M. M. M.

President

By

Joseph W. Allen

Secretary



STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO }

On 12-13-1924

and there, personally appeared

MARY TYLER

Subscribed and sworn to before me this 13th day of December, 1924

and acknowledged to me as the undersigned, a Notary Public in and for

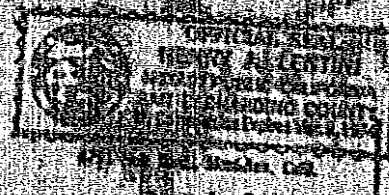
the State of California, that the foregoing is a true and correct copy of the

original thereof, and that the same is a true and correct copy of the

original thereof, and that the same is a true and correct copy of the

HENRY A. LENTING

Notary Public in and for the State of California



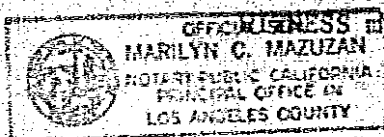
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STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

On this 16th day of December, 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.

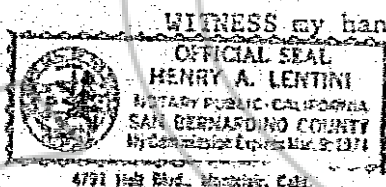


My Commission Expires Aug. 6, 1971

STATE OF CALIFORNIA }
COUNTY OF SAN BERNARDINO } SS.

Marilyn C. Mazuzan

On this 13th day of Dec, 1970
before me, the undersigned, a Notary Public, personally appeared
MARY B. TYLER
known to me to be the person whose name subscribed to
the within instrument and acknowledged that she executed the
same.



STATE OF _____ }
COUNTY OF _____ } SS.

Henry A. Lentini
HENRY A. LENTINI

On this _____ day of _____, 19____
before me, the undersigned, a Notary Public, personally appeared _____
_____, known to me to be the _____
_____, 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.
Dec. 21, 1970, at 10:00 AM, Book 8, Page 37
37 of OFFICIAL RECORDS, Vol. 300-333, RECORDS OF
SANTA CLARA COUNTY, NEVADA
FAS No. 53552