

AMENDMENT OF LEASE AND AGREEMENT

This agreement is entered into the 25th day of July, 1975, 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 unrecorded Lease and Agreement (Lease) dated 25 July, 1965, wherein MAGMA POWER COMPANY is Lessee, which said Lease covers certain lands in said Eureka County, State of Nevada therein particularly described, per recorded Memorandum of Lease as set forth in Exhibit "A" attached.

Said Lease as heretofore amended is valid and subsisting and the parties desire to further amend same in the particulars as hereinafter 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 condensates" from the leased land, or land pooled therewith, or said Lease is terminated, Lessee shall pay to Lessor annual rental of \$1.00 per acre, payable in advance.

2. The date, to wit 25 July, 1975 provided for (drilling date) in paragraph 2 (a) of said Lease as amended, is hereby extended an additional period of five (5) years to 25 July, 1980. The date, to wit 25 July, 1980 provided for (the sell date) in paragraph 2 (b) of said Lease as amended, is hereby extended an additional period of 5 years to 25 July, 1985.

3. Said Lease as heretofore and herein amended 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 as heretofore and hereby amended. The provisions of this amendment shall govern and shall supersede any provisions of said Lease or previous amendment which may be in conflict herewith.

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

LESSOR

Donald T. Pope
DONALD T. POPE

Eileen G. Pope
EILEEN G. POPE

LESSEE

MAGMA ENERGY, INC.

By: [Signature]
President

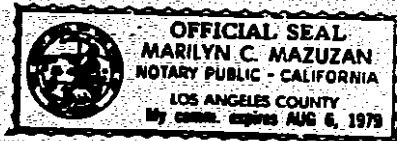
By: [Signature]
Secretary



STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 28th day of August, 19 75
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.



5143 Sunset Blvd., Los Angeles, CA 90027

Marilyn C. Mazuzan

STATE OF California)
) SS.
COUNTY OF Los Angeles)

On this 26th day of August, 1975
before me, the undersigned, a Notary Public, personally appeared
Herold J. Pope and Helen D. Pope
known to me to be the persons whose names are subscribed to
the within instrument and acknowledged that they executed the
same.

WITNESS my hand and official seal.



La Vaughn Lusk

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, 19____
before me, the undersigned, a Notary Public, personally appeared
known to me to be the person _____ whose name _____ subscribed to
the within instrument and acknowledged that _____ executed the
same.

WITNESS my hand and official seal.

EXHIBIT "A"

MEMORANDUM OF LEASE AND AGREEMENT dated 25 JULY 1965, between DONALD T. POPE, and, EILEEN G. POPE, as Lessor, and MAGMA POWER COMPANY, a corporation, as Lessee, was recorded in Book 8, Page 444 of Official Records of Eureka County, Nevada, and covers the following land:

That certain real property situate in the County of Eureka, State of Nevada, more particularly described as follows, to wit:

The West Half of the Northwest Quarter of the Northeast Quarter of Section 9, Township 31 North, Range 48 East, containing 20 acres, more or less.

SUBJECT TO: All reservations, exceptions, conditions and other matters and things of record including but not by way of limitation, any and all patents, easements, rights-of-way, contracts and mortgages.

RECORDED AT THE REQUEST OF Magma Energy, Inc.
on September 2, 19 75, at 30 mins. past 11 AM. In
Book 52 of OFFICIAL RECORDS, page 128-130, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 60265 Fee \$ 5.00