

AMENDMENT OF LEASE AGREEMENT (SHORT FORM)

THIS AGREEMENT, MADE THIS 16th day of June, 1980 between the party or parties whose names are subscribed hereto under the designation of "Lessor", hereinafter called "Lessor" (whether one or more), and Chevron U.S.A., Inc., a corporation, hereinafter called "Lessee";

W I T N E S S E T H:

THAT REFERENCE IS HEREBY HAD to that certain Lease Agreement dated June 15, 1975 (such lease being of record in the Office of the County Recorder of Eureka County, Nevada in Book 52 at Page 415, et seq., of Official Records), whereby Lessor did grant, let and lease unto Lessee for the purposes therein described certain lands situate in said County and State particularly described in such lease, such lease being hereinafter referred to as "said lease";

AND, WHEREAS, Lessor and Lessee have agreed to amend said lease in the particulars hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration paid to Lessor by Lessee, receipt of which is hereby acknowledged. Lessor and Lessee agree as follows:

That part of the first sentence of Section 2 of said lease which now reads as follows:

"...this lease shall remain in force for a period of five (5) years from the date hereof, called the 'primary term',..."

shall be and hereby is amended to read as follows:

"...this lease shall remain in force for a period of ten (10) years from the date hereof, called the 'primary term',..."

Lessor does hereby grant, demise, lease and let unto Lessee only those certain lands included in said lease, situated in the County of Eureka, State of Nevada, that are particularly described as follows:

Township 31 North, Range 48 East, MDB&M

Section 11: NE 1/4

containing 160 acres of land more or less, for the term and purposes and subject to all of the other provisions of said lease as hereby amended. Lessor further agrees that said lease as hereby amended is in good standing and in full force and effect. Lessor acknowledges receipt of rental in full under said lease to June 15, 1981.

7. This agreement shall bind and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this agreement has been executed as of the day and year first herein written.

LESSEE

CHEVRON U.S.A., INC.

By: J. F. Turner
Its Attorney in Fact

By: _____

LESSOR

By: Robert L. Franklin
ROBERT L. FRANKLIN

By: Arlene C. Franklin
ARLENE C. FRANKLIN

BOOK 83 PAGE 27

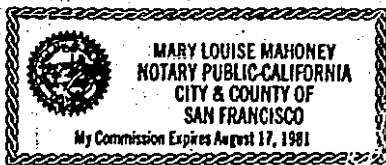
ORIGINAL

State of California
City and County of San Francisco

} ss

On June 24 1980, before me, the undersigned, a Notary Public in and for said City and County and State, residing therein, duly commissioned and sworn, personally appeared J.G. Turner, known to me to be an Attorney-in-Fact of CHEVRON U.S.A. INC., the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the said Corporation therein named, and he acknowledged to me that such Corporation executed the same.

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



Mary Louise Mahoney
Notary Public in and for said City and
County of San Francisco, State of California

RES-1 (CO-10-77)
Printed in U.S.A.

(Individual)

STATE OF CALIFORNIA } ss.
COUNTY OF Los Angeles

On June 17th 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert L. Franklin and Arlene C. Franklin

known to me

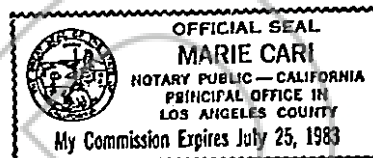
to be the person s whose name they subscribed
to the within instrument and acknowledged that they
executed the same.

WITNESS my hand and official seal.

Signature

Marie Cari
Marie Cari

Name (Typed or Printed)



(This area for official notarial seal)

8-167 (REV. 1-77)

RECORDED AT REQUEST OF
TITLE INSURANCE & TRUST CO.
BOOK 83 PAGE 27

80 JUL 8 P 3:39

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEPAUL - RECORDER
FILE NO. 24440
FEE \$ 4.00

BOOK 83 PAGE 28

INDEXED