

78991

AMENDMENT OF LEASE AGREEMENT (SHORT FORM)

THIS AGREEMENT, made this 29th day of NOVEMBER, 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 November, 1975 (such lease being of record in the Office of the County Recorder of Lander County, Nevada in Book 137 at Page 533, et seq., of Official Records and such lease also being of record in the office of the County Recorder of Eureka County, Nevada in Book 54 of Official Records at Page 125 et seq.) whereby Lessor did grant, let and lease unto Lessee for the purposes therein described certain lands situate in said Counties 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 Fifteen (15) 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 Counties of Lander and Eureka, State of Nevada, that are particularly described as follows:

Township 31 North, Range 48 East, MDB&M

Section 21: E 1/2 NE 1/4

Section 31: All of Lot 2; S 1/2 of Lot 6; all of Lots 7, 8, and 11; SW 1/4 of Lot 12; all of Lots 13 and 14

containing 348.57 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 November 29, 1981.

Lessor and Lessee acknowledge that said lease erroneously states that Lessor possesses the Geothermal Rights to Lot 10 of Section 31 and said Lessor and Lessee hereby amend said description to state "Lot 11 of Section 31".

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

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Lessor and Lessee acknowledge that said lease erroneously states that Lessor possesses the Geothermal Rights to Lot 10 of Section 31 and said Lessor and Lessee hereby amend said description to state "Lot 11 of Section 31".

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. G. Turner

By _____

LESSOR

By Sam M. DERMENGIAN
SAM M. DERMENGIAN

By Annie DERMENGIAN
ANNIE DERMENGIAN, his wife

SUBSCRIBING WITNESS Roy M. Rains

70 443 C
(Witness)

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On FEB 9 1981

before me, the undersigned, a Notary Public in and for said State, personally appeared ROY M. RAINS, personally known to me to be the person whose name is subscribed to the within Instrument, as a Witness thereto, who being by me duly sworn, deposes and says:

That HE resides in HUNTINGTON BEACH, CALIFORNIA, and that HE was present and saw SAM M. DERMENGIAN and ANNIE DERMENGIAN, personally known to HIM to be the same

person S described in and whose name ARE subscribed to the within and annexed Instrument as THE Part IES thereto, execute and deliver the same, and THEY acknowledged to said affiant that THEY executed the same; and that said affiant subscribed HIS name thereto as a Witness.

WITNESS my hand and official seal.

Signature Mary Louise Mahoney
Name (Typed or Printed) MARY LOUISE MAHONEY

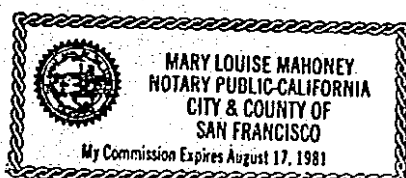


(This area for official notarial seal)

State of California
City and County of San Francisco

On February 11 1981, 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

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OFFICIAL RECORDS
RECORD REQUESTED BY
TITLE INS & TRUST CO.
FEB 19 1981
COUNTY RECORDER
FEE _____ DEP. _____

RECORDED AT REQUEST OF
TITLE INSURANCE & TRUST CO.
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81 FEB 25 A10:34

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
WILLIS A. DEPAOLI - RECORDER
FILE NO. 78991
FEE \$ 5.00

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