

Miller Isaac Mre
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112596

MODIFICATION TO OIL AND GAS LEASE

THIS MODIFICATION AGREEMENT, made and entered this 30th day of July 198 7, by and between the parties whose names are subscribed hereto, or to a counterpart hereof, under the designation of Lessor, hereinafter called "Lessor," and CHEVRON U.S.A. INC., a Pennsylvania corporation, hereinafter called "Lessee."

WITNESSETH:

THAT WHEREAS, Lessor, or its or his predecessor in interest, and Lessee, or its predecessor in interest, made and entered into an Oil and Gas Lease, herein referred to as "said lease," which said lease or a short form thereof was recorded June 26, 1978, in Book 64, Page 321, Instrument No. 65446 of Official Records, County of Eureka, State of California, to which reference is hereby made for full particulars; and Nevada

WHEREAS, Gulf Oil Corporation has changed its name to Chevron U.S.A. Inc.; and

WHEREAS, Lessor and Lessee desire to modify and amend said lease in certain particulars;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) in hand paid to Lessor by Lessee and of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, Lessor and Lessee hereby agree that said lease is hereby modified and amended as follows:

1. The first sentence of the third paragraph of said lease is hereby deleted in its entirety and the following is hereby substituted in lieu thereof:

"TO HAVE AND TO HOLD the same for a term of twenty (20) years from the date hereof (herein called "primary term") and so long thereafter as oil, gas, or other hydrocarbons or lease substances, or any of them, are produced in paying quantities from any well on the leased premises on which drilling operations are commenced or production is obtained within the primary term by Lessee, its successors and assigns."

2. The annual rental provided for in Paragraph 6 of said lease shall hereafter be the sum of THREE DOLLARS PER ACRE dollars (\$ 3.00/acre).

3. To implement the foregoing, Lessor does hereby demise, lease and let unto Lessee all those certain lands particularly described in said lease, for the term and purposes and subject to all of the other provisions of said lease as hereby amended. Lessor agrees that said lease as hereby amended is in good standing and shall remain in full force and effect. Lessor acknowledges receipt of rental in full under said lease to, September 13, 19 88.

4. This agreement may be executed in any number of counterparts which shall be construed together and constitute one agreement, and this instrument and each such counterpart shall, as to the Lessor or Lessors signatory thereto, be effective when signed and the failure of any Lessor to execute this instrument or a counterpart hereof shall not affect the binding force of this instrument as to those who have executed this instrument or such a counterpart or counterparts.

5. This agreement shall be binding upon 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

LESSOR

CHEVRON U.S.A. INC.

Grace Mae Stiller
GRACE MAE STILLER, a widow

By H.P. Walker
ASSISTANT SECRETARY

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On this 31st day of August, 19 87, before me the undersigned, a Notary Public in and for said State, personally appeared GRACE MAE STILLER

XXX personally known to me proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is subscribed to the within instrument, and acknowledged to me that she executed it.



WITNESS my hand and official seal:

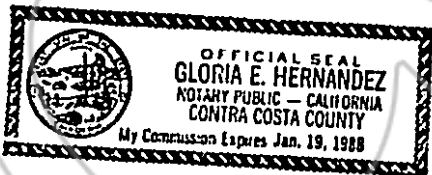
Marc P. Wasson
Notary's Signature

State of California)
County of Contra Costa) ss

GLORIA E. HERNANDEZ

On SEP 25 1987, before me, Gloria E. Hernandez, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared H.P. WALKER, personally known to me (or proved to me on the basis of satisfactory evidence) to be Assistant Secretary 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(s) who executed it on behalf of the said Corporation therein named, and acknowledge to me that such corporation executed the same.

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



Gloria E. Hernandez
Notary Public in and for the County of
Contra Costa, State of California

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Chevron U.S.A. Inc.
BOOK 165 PAGE 290

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FEE \$ 6.00