

WHEN RECORDED PLEASE  
RETURN TO  
BAYOU INTERNATIONAL LTD  
C/O GEORGE D. FEHR  
10 EXCHANGE PLACE  
SUITE 610  
SALT LAKE CITY UTAH 84111

AMENDMENT NO. 1  
TO  
MINING LEASE

THIS AMENDMENT NO. 1 dated as of November 1, 1986, to that certain Mining Lease dated of even date herewith, by and between GEORGE D. FEHR, ELOISE M. FEHR, JANET N. DAVISON, DONALD J. FEHR, CAROLINE E. FEHR, ERIC C. FEHR, G. ELTON ROBERTS, and STEVEN E. ROBERTS, hereinafter referred to as LESSOR (whether one or more), whose address is care of George D. Fehr, 10 Exchange Place, Suite 610, Salt Lake City, Utah 84111, and BAYOU OIL AND GAS, INC., a Minnesota corporation, whose address is Level 3, 468 St. Kilda Road, Melbourne, Victoria 3004, Australia, and FIRST INVESTORS RESOURCES, N/L, a company incorporated in the State of Victoria, Australia, whose address is Level 4 468 St. Kilda Road, Melbourne, Victoria 3004, Australia, collectively hereinafter referred to as LESSEE.

WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00), in hand paid, and other good and valuable considerations, the receipt and sufficiency of which Lessor hereby acknowledges, it is mutually agreed as follows:

1. Assignment of Lessee's Interest and Obligations in the Mining

Lease:

Lessee hereby bargains, sells, transfers, assigns and conveys all of its rights, title and interests in and to the Mining Lease, effective as of the date hereof to Bayou-First Investors, a Joint Venture (hereinafter sometimes referred to as the "Joint Venture"). In connection therewith, Bayou-First Investors hereby assumes all of Lessee's obligations under said Mining Lease. Lessor hereby acknowledges and agrees to such assignment to the Joint Venture and the Joint Venture's assumption of Lessee's obligations under the Mining Lease.

2. Representations of Lessor and Indemnification to the Joint

Venture:

The Lessor hereby represents and warrants that the Joint Venture as Lessee under the Mining Lease shall have full rights and privileges to explore for, develop, mine (by open pit, underground, strip mining or any other method) extract, mill, beneficiate, store, remove or market all of the minerals, metals, ores (including gold ore) and materials of whatsoever

nature or sort found on the premises during the term of the Mining Lease; provided, the Joint Venture is not in default thereof. Lessor hereby indemnifies and agrees to hold Lessee harmless for any damages, claims, losses, judgments, fees (including attorneys' fees), or expenses including but not limited to any payment to Lessor pursuant to Section 3 of the Mining Lease and the cost of any field testing, feasibility studies, assaying work or other activities undertaken by the Joint Venture which have been incurred by the Joint Venture in connection with the Mining Lease resulting from Lessor's breach of the representations and warranty described herein. Said indemnification shall include but shall not be limited to the reasonable costs and expense of legal counsel engaged by or in behalf of the Joint Venture to enforce its rights hereunder.

3. Governing Law:

The parties hereto agree that the terms of the Mining Lease and this Amendment No. 1 thereto shall be governed by the substantive and procedural laws of the State of Nevada, except where the law of another jurisdiction mandatorily applies.

Upon the full execution and delivery of this Amendment No. 1, the "Lessee" as such term is defined in the Mining Lease shall be deemed to be Bayou-First Investors, a Joint Venture. Except as expressly modified by the terms hereof, all of the terms and conditions of the Mining Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the day and year first hereinabove written.

Witness:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

George D. Fehr  
GEORGE D. FEHR

Eloise M. Fehr  
ELOISE M. FEHR

Janet N. Davison  
JANET N. DAVISON

Donald J. Fehr  
DONALD J. FEHR

Caroline E. Fehr  
CAROLINE E. FEHR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Eric C. Fehr  
ERIC C. FEHR

G. Eldon Roberts  
G. ELDON ROBERTS

Steven E. Roberts  
STEVEN E. ROBERTS  
LESSOR

Attest:

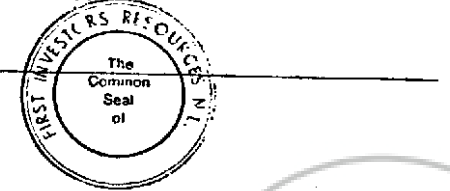
BAYOU OIL AND GAS, INC.

\_\_\_\_\_

By: [Signature]  
Its

Attest:

FIRST INVESTORS RESOURCES, N/L



By: J. I. Gutzick [Signature]  
Its Chairman Secretary

Attest:

BAYOU-FIRST INVESTORS,  
A Joint Venture

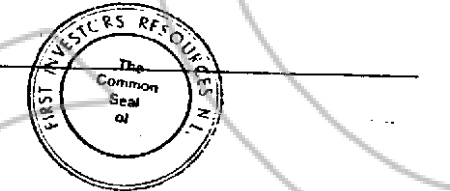
BAYOU OIL AND GAS, INC.

\_\_\_\_\_

By: [Signature]  
Its

Attest:

FIRST INVESTORS RESOURCES, N/L



By: J. I. Gutzick [Signature]  
Its Chairman Secretary  
A Joint Venture  
LESSEE

STATE OF UTAH )  
                  ) ss.  
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 26th day of May, 1987, by George D. Fehr, Eloise M. Fehr, Janet N. Davison, Donald J. Fehr, Caroline E. Fehr, Eric C. Fehr, G. Eldon Roberts, and Steven E. Roberts.

WITNESS my hand and the official seal of my office.

My Commission Expires:

4/9/88

Alison Serrano  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

\_\_\_\_\_) :  
\_\_\_\_\_) : ss.

On this <sup>X</sup> 18th day of June, 1987, before me, the undersigned, a Notary Public in and for said State or Province, personally appeared Henry Herzog, known to me to be the President of the corporation that executed the within Instrument, known to me to be the person who 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 the official seal of my office.



NOTARY SPRAYNE J.P.  
JUSTICE OF THE PEACE  
Name (Typed or Printed)

Residing at Diggers Rest  
Victoria Australia

My Commission Expires:  
30.6.89

\_\_\_\_\_) :  
\_\_\_\_\_) : ss.

On this 18th day of June, 1987, before me, the undersigned, a Notary Public in and for said State or Province, personally appeared J. Gutnick, known to me to be the Chairman of the corporation that executed the within Instrument, known to me to be the person who 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 the official seal of my office.



NOTARY SPRAYNE J.P.  
JUSTICE OF THE PEACE  
Name (Typed or Printed)

Residing at Diggers Rest  
Victoria Australia

My Commission Expires:  
30.6.89

COPY

No. 87526  
FILED AND RECORDED AT REQUEST OF  
George D. Fehr  
August 20, 1987

At 1 MINUTES PAST 1 O'CLOCK  
P. M IN BOOK 76 OF OFFICIAL  
RECORDS, PAGE 445 LINCOLN  
COUNTY, NEVADA.

FRANK C. HULSE  
COUNTY RECORDER

By Mara Cordia, Deputy