

AMENDMENT TO MINING LEASE

WHEREAS, under date of December 23, 1986, a certain Mining Lease was made and entered into by and between JOSEPH P. LA STELLA, hereinafter referred to as LESSOR (whether one or more), whose address is P. O. Box 30034, North Las Vegas, Nevada 89030, and GEORGE D. FEHR, hereinafter referred to as LESSEE, whose address is 10 Exchange Place, Suite 610, Salt Lake City, Utah 84111, which Lease was recorded in the records of the Lincoln County, Nevada, Recorder in Book 75 at Pages 593 through 602, and covered Castle Claims Numbers 2 and 4, as indicated on Exhibit "A" of said lease; and,

WHEREAS, it is the desire of Lessor and Lessee in said Lease, being the undersigned, to amend said Lease;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) cash in hand, paid by Lessee to Lessor, and in consideration of the mutual benefits and advantages to the parties hereto, and for the further considerations provided herein, receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby amend said Mining Lease in respect to the following matters and ratify and adopt the same as amended.

Clause 3 (C) which reads in part as follows:

(C) Lessee shall pay Lessor a minimum monthly royalty regardless of actual production according to the following schedule:

Four Hundred Fifty Dollars (\$450.00) each and every month for twelve months commencing January 1, 1987.

Nine Hundred Dollars (\$900.00) each and every month for twelve months commencing January 1, 1988.

Eighteen Hundred Dollars (\$1,800.00) or 6 ounces of gold, at the option of the Lessee, or 5 ounces of gold, at the option of the Lessor, each and every month thereafter during the life of this Lease, commencing January 1, 1989.

shall be and hereby is amended to read:

(C) Lessee shall pay Lessor a minimum monthly royalty regardless of actual production according to the following schedule:

Four Hundred Fifty Dollars (\$450.00) each and every month for twenty-four months commencing January 1, 1987.

Nine Hundred Dollars (\$900.00) each and every month for twelve months commencing January 1, 1989.

Eighteen Hundred Dollars (\$1,800.00) or 6 ounces of gold, at the option of the Lessee, or 5 ounces of gold, at the option of the Lessor, each and every month thereafter during the life of this Lease, commencing January 1, 1990.

In all other respects the original lease executed on the 23rd day of December, 1986, by and between the parties hereto remains unchanged, and said lease as herein amended is now in good standing and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment this first day of February, 1988.

Witness:

Joseph P. LaStella
JOSEPH P. LA STELLA LESSOR

Witness:

George D. Fehr
GEORGE D. FEHR LESSEE

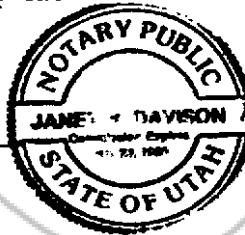
STATE OF Utah)
COUNTY OF Salt Lake) SS.

The foregoing instrument was acknowledged before me this 13th day of February, 1988, by Joseph P. LaStella.

WITNESS my hand and the official seal of my office.

My Commission Expires:

January 23, 1989



Janet N. Davison
NOTARY PUBLIC
residing at Sandy, Utah
No. 88416

STATE OF UTAH)
COUNTY OF SALT LAKE) SS.

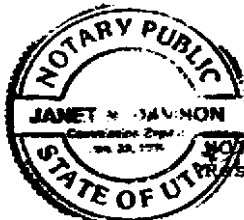
FILED AND RECORDED AT REQUEST OF
George D. Fehr
March 24, 1988
AT 1 MINUTE 1 QUARTER
UNDER THE HAND OF FRANK C. HULSE

The foregoing instrument was acknowledged before me this 1st day of February, 1988, by George D. Fehr.

WITNESS my hand and the official seal of my office.

My Commission Expires:

January 23, 1989



Janet N. Davison
NOTARY PUBLIC
residing at Sandy, Utah

By Maria (Mina), Deputy