

AMENDMENT TO MINING LEASE

WHEREAS, under date of January 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 73 at Page 466 through Page 477, and covered Castle Claims Numbers 21, 22, 26, 29, 30, 31, and 32, and DeAubrey Jean Claims Numbers 2 and 3, as indicated on Exhibit "A" of said lease; and,

WHEREAS, on August 4, 1986, said Mining Lease was amended, the amendment being recorded in the Lincoln County Recorder records in Book 73 at Pages 481 and 482; and,

WHEREAS, it is the desire of Lessor and Lessee in said Lease, being the undersigned, to further 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) of the Mining Lease which was heretofore amended to read in part as follows:

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

Five Hundred Dollars (\$500.00) each and every month for six months commencing February 1, 1986.

Eight Hundred Dollars (\$800.00) each and every month for six months commencing August 1, 1986.

One Thousand Dollars (\$1,000.00) each and every month for twelve months commencing February 1, 1987.

Two Thousand Dollars (\$2,000.00) 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 February 1, 1988.

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:

Five Hundred Dollars (\$500.00) each and every month for six months commencing February 1, 1986.

Eight Hundred Dollars (\$800.00) each and every month for six months commencing August 1, 1986.

One Thousand Dollars (\$1,000.00) each and every month for twenty-four months commencing February 1, 1987.

Two Thousand Dollars (\$2,000.00) 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 February 1, 1989.

Clause 17 of the Mining Lease which reads as follows:

17. Commencing Operations:

Notwithstanding anything to the contrary provided in Clause 9 above or in any other clause of this Mining Lease, Lessee shall, nevertheless, commence or cause to be commenced mining and processing ore from the premises at the rate of 300 or more tons per day for the recovery of precious metals on or before March 1, 1989.

shall be and hereby is amended to read:

17. Commencing Operations:

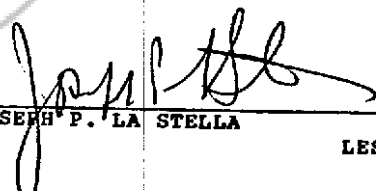
Notwithstanding anything to the contrary provided in Clause 9 above or in any other clause of this Mining Lease, Lessee shall, nevertheless, commence or cause to be commenced mining and processing ore from the premises at the rate of 300 or more tons per day for the recovery of precious metals on or before May 1, 1990.

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

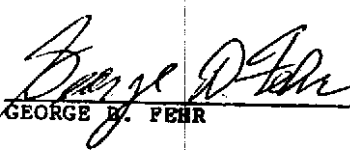
IN WITNESS WHEREOF, the parties hereto have signed this Amendment this first day of February, 1988.

Witness:

Witness:



JOSEPH P. LA STELLA
LESSOR



GEORGE E. FEHR
LESSEE

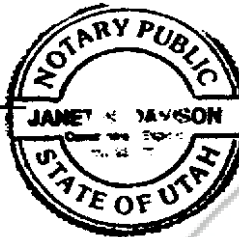
STATE OF ^{Utah}MISSISSIPPI)
COUNTY OF Salt Lake) ss.

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 M. Davison
NOTARY PUBLIC

Residing at Sandy, Utah

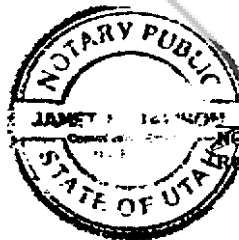
STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

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 M. Davison
NOTARY PUBLIC

Residing at Sandy, Utah

No. 88417
FILED AND RECORDED AT REQUEST OF
George D. Fehr
March 24, 1988
At 1 MINUTES PAST 1 O'CLOCK
P. M IN BOOK 79 OF OFFICIAL
RECORDS, PAGE 132 LINCOLN
COUNTY, NEVADA.
FRANK C. HULSE
COUNTY RECORDER
By Mara Cordie, Deputy