

AMENDMENT TO MINING LEASE

WHEREAS, under date of December 23, 1985, a certain Mining Lease was made and entered into by and between JOESEPH P. LA STELLA, HAROLD CASTLE, ROY CASTLE, AND DE AUBREY CASTLE, hereinafter referred to as LESSOR (whether one or more), whose address is care of Joseph P. LaStella, 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 Pages 454 through 465, and covered Castle Claims Numbers 35 through 50, and DeAubrey Jean Claims Numbers 5, 6, and 7, as indicated on Exhibit "A" of said lease; and,

WHEREAS, on September 3, 1986, said Mining Lease was amended, the amendment being recorded in the Lincoln County Recorder records in Book 73 at Pages 478 through 480; and,

WHEREAS, it is the desire of Lessors 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:

Nine Hundred Dollars (\$900.00) each and every month for three months commencing January 1, 1986.

Twelve Hundred Dollars (\$1,200.00) each and every month for ten months commencing April 1, 1986.

Eighteen Hundred Dollars (\$1,800.00) each and every month for twelve months commencing February 1, 1987.

Forty-Five Hundred Dollars (\$4,500.00) or 13.5 ounces of gold, at the option of the Lessee, or 11 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:

Nine Hundred Dollars (\$900.00) each and every month for three months commencing January 1, 1986.

Twelve Hundred Dollars (\$1,200.00) each and every month for ten months commencing April 1, 1986.

Eighteen Hundred Dollars (\$1,800.00) each and every month for twenty-four months commencing February 1, 1987.

Forty-five Hundred Dollars (\$4,500.00) or 13.5 ounces of gold, at the option of the Lessee, or 11 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, 1988.

shall be and hereby is amended to read:

17. Commencing Operations:

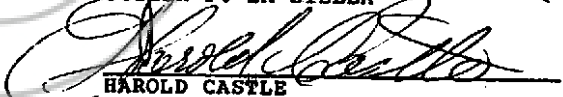
Notwithstanding anything to the contrary provided in Clause 9 above or in any other clause of this Mining Lease, Lessee shall, nevertheless, commence or cause to be commenced mining and processing ore from the premises at the rate of 300 or more tons per day for the recovery of precious metals on or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

In all other respects the original lease executed on the 23rd day of December, 1985, 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:


JOSEPH P. LA STELLA


HAROLD CASTLE


ROY CASTLE


DE AUBREY CASTLE
LESSOR

Witness:

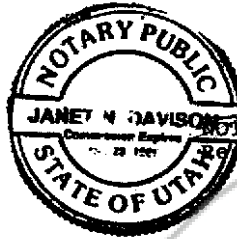

GEORGE D. FEHR
LESSEE

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



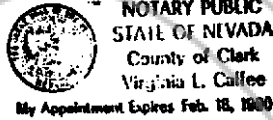
Janet M. Davison
NOTARY PUBLIC
Residing at Sandy, Utah

STATE OF NEVADA)
COUNTY OF CLARK) ss.

The foregoing instrument was acknowledged before me this 22 day of February, 1988, by Harold Castle, Roy Castle, and DeAubrey Castle.

WITNESS my hand and the official seal of my office.

My Commission Expires:
Feb 18, 1990



Virginia L. Calfee
NOTARY PUBLIC
Residing at F1B
88418

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 135 LINCOLN
COUNTY, NEVADA.

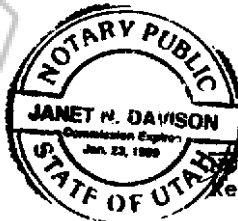
FRANK C. HULSE
COUNTY RECORDER

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