SHORT FORM OF MINING LEASE WITH OPTION TO PURCHASE

Short Form of Mining Lease with Option to Purchase dated as of . 198/ between

R. D. Damele and Arlene W. Damele, his wife, Stephen D. Damele and Pauline

D. Damele, his wife, Charles N. Damele and Patricia J. Damele, his wife,

J. Charles Damele, a widow, and Yvonne Hager, a widow

(collectively "Owner") and Homestake Mining Company, a California corporation having its principal place of business at 650 California Street, San Francisco, California 94108 ("Lessee").

- 1. Lease and Term. (a) Owner leases to Lessee all of the property described in Exhibit A, together with, except as may be expressly provided in Exhibit A, all (i) tailings, dumps and mine wastes, (ii) surface rights, easements and rights of way incident thereto, (iii) mining, mineral and water rights incident thereto, and (iv) improvements, fixtures, personal property, mining machinery and tools thereon useful or convenient for mining and related uses ("Mining Property"). and continue for
- (b) This agreement shall commence on an initial term of ten years.

(c) Lessee may extend this agreement, including the Option, for additional successive ten year terms.

- 2. Option to Purchase. Lessee shall have the exclusive and irrevocable Option to purchase the Mining Property at any time while this agreement is in effect.
- 3. Exclusive Possession. Except as may be expressly provided in Exhibit A, Lessee shall have exclusive possession and quiet enjoyment of the Mining Property while this agreement is in effect.
- 4. Additional and After-Acquired Rights. If Owner (or any of them) acquires any right or interest in the Mining Property or within the boundaries of the Mining Property while this agreement is in effect, such right or interest shall automatically become part of the Mining Property for all purposes of this agreement.
- 5. Removal of Property. Lessee may, within one year after termination of this agreement, remove from Owner's real property all property and improvements which it has erected or placed thereon.
- 6. Rights of Way. While this agreement is in effect, Lessee shall have non-exclusive rights of way. upon, over, into and through the Mining Property and other property now or hereafter owned, leased or otherwise controlled by Owner (or any of them) to construct, improve and maintain such facilities as may be necessary or convenient for Lessee's operations in the vicinity of the Mining Property.
- 7. Amendment; Agreement Among Owners. Each of the persons named as Owner hereby agrees with each other and with Lessee that this agreement may from time to time be amended or varied as to the interests of Owner by a writing signed by the persons then owning sixty percent or more of Owner's aggregate interest in the Mining Property and that such a writing so signed shall bind each and every one of them.

8. Additional Terms. Additional terms and conditions are contained in the full agreement between the parties. This Short Form shall not affect said agreement or any rights, interests or obligations of the parties thereunder.

HOMESTAKE MINING COMPANY

Vice President

Arlene W. Damele

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ROBERT R. HAGER
Notary Public - State of Nevada
Washoe County
My Appointment Expires Nov. 25, 1984

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Exhibit A

The following unpatented lode claims located in Township Range , Section , Eureka, Nevada :

Name of Claim

Recorded in Official Records of Eureka, Nevada Serial No. Page

BLM

Lucky May No. 1 thru 8 Lucky May No. 11 thru 13 Lucky May No. 16 Lucky May No. 18 thru 21 Lucky May No. 24

W MC 68329-68336 W MC 68337-68339 W MC 68340 W MC 68341-68344 W MC 68345

RECORDED AT REQUEST OF Homestake Mining Co. BOOK 100 PAGE 201

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OFFICIAL REGORDS
ERREKA COUNTY NEVADA
WILLIS A. DEFAOLERS CORDER
FILE NO. 2763
FEE S. 7.00

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