

When recorded, mail to:
Stewart Title Company
d/b/a Frontier Title Company
445 Fifth Street
Elko, NV 89801

RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL, made this 15th day of August,
1994, between REX M. COLLINGWOOD and his wife, GERALDINE COLLINGWOOD,
hereinafter collectively called "GRANTOR"; and HOMESTAKE MINING COMPANY OF
CALIFORNIA, a California corporation, hereinafter called "GRANTEE";

W I T N E S S E T H:

That the GRANTOR, in consideration of the sum of Ten Dollars (\$10.00), lawful
money of the United States of America, to it in hand paid by the GRANTEE, the
receipt whereof is hereby acknowledged, does by these presents grant unto the
GRANTEE, and to its successors and assigns, an exclusive right of first refusal on any
sale of Parcel No. 2 as more particularly described on Attachment A hereto, by
GRANTOR. In the event GRANTOR receives an offer to purchase Parcel No. 2 which
offer is acceptable to GRANTOR then GRANTOR shall provide a copy of said offer to
GRANTEE and GRANTEE shall have thirty days following receipt of the notice from
GRANTOR in which to elect to acquire Parcel No. 2 on the terms and conditions
contained in the offer, provided however, GRANTEE may at its election substitute cash
having equivalent value for any non-cash considerations contained in the offer.
GRANTEE shall determine the equivalent value of any non-cash offer and if GRANTOR
does not agree with GRANTEE's determination then the non-cash portion of the offer

shall be valued by appraisers as set forth below. If GRANTEE does not elect to acquire Parcel No. 2 within the time period provided above GRANTOR shall be free to conclude the sale as provided in the offer.

(b) If GRANTOR wishes to sell Parcel No. 2 but has not received an offer to purchase the same GRANTOR may at any time so notify GRANTEE and within thirty days GRANTEE shall submit an offer for Parcel No. 2. If such offer is not acceptable to GRANTOR then GRANTOR may elect to have Parcel No. 2 appraised by so notifying GRANTEE and by submitting the name of an a licensed real estate appraiser acceptable to GRANTOR. If the appraiser named by GRANTOR is acceptable to GRANTEE it shall so notify GRANTOR and the appraiser shall proceed with the appraisal. In the event the appraiser named by GRANTOR is not acceptable to GRANTEE then GRANTEE shall name an appraiser and the appraiser named by each of GRANTOR and GRANTEE shall name a third appraiser. The three appraisers shall determine the value of Parcel No. 2. The value of Parcel No. 2 shall be the average of the two closest appraisals and GRANTOR shall be obligated to sell and GRANTEE shall be obligated to purchase for the price as determined above. In any event the value of Parcel No. 2 shall be only its value for residential purposes but in no event shall the value be less than \$50,000.00. If only one appraiser is used then GRANTOR and GRANTEE shall each pay one-half of the appraisal fee. If three appraisers are used then each of GRANTOR and GRANTEE shall be responsible for the fee of the appraiser nominated by it and the fee for the third appraiser shall be shared by GRANTOR and by GRANTEE.

(c) In the event GRANTOR, or either of them, has not occupied Parcel No.

2 for a period of one year or if Parcel No. 2 is an asset of the estate of the last surviving GRANTOR then GRANTEE shall have the right to purchase Parcel No. 2 by providing notice to GRANTOR or the executor or administrator of the estate along with an offer to purchase Parcel No. 2. If the offer tendered by GRANTEE is not acceptable to GRANTOR or the executor or administrator of the estate then the appraisal procedure set forth in subsection (b) above shall apply.

All notices and other communications to either party shall be in writing and delivered personally or sent by prepaid mail, express courier or other means providing for receipt of the communication in written form. All notices sent by mail shall be sent by certified or registered mail, return receipt requested. Notices sent by mail shall be effective three days after the date of mailing. Notices sent by express courier or delivered personally shall be effective on actual delivery. Until a change of address is so given, notices shall be addressed to GRANTEE and GRANTOR, respectively:

GRANTOR:
Rex or Geraldine Collingwood
P.O. Box 655
Eureka, Nevada 89316

GRANTEE:
Homestake Mining Company
of California
1375 Greg Street, Suite 105
Sparks, Nevada 89431
Attn: Land Manager, U.S.

with a copy to:

Homestake Mining Company
of California
650 California Street, 10th Floor
San Francisco, California 94108
Attn: Senior Land Manager

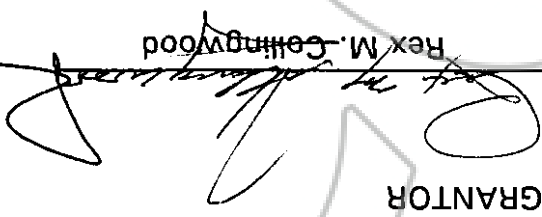
Notices so sent or delivered to any one person identified as an Owner shall be as

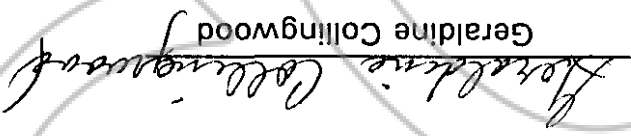
effective as if given to each of the persons named as Owner.

IN WITNESS WHEREOF, the GRANTOR has written this right of first refusal the

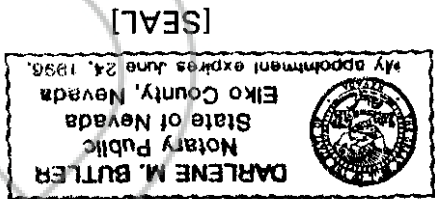
day and year first above written.

GRANTOR


Rex M. Collingwood


Geraldine Collingwood

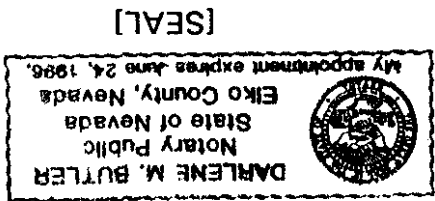
My Commission Expires: 6/24/96
Residing at: Elko, Nevada
Notary Public in and for said State



IN WITNESS WHEREOF, I have signed my name and affixed my official seal.
herein, who acknowledged that (s)he executed the foregoing instrument.
commissioned Notary Public for said State, personally appeared, Geraldine Collingwood,
On August 15, 1994, before me, Darlene M. Butler, a duly

STATE OF Nevada)
COUNTY OF Elko)
ss.

My Commission Expires: 6/24/96
Residing at: Elko, Nevada
Notary Public in and for said State



IN WITNESS WHEREOF, I have signed my name and affixed my official seal.
herein, who acknowledged that (s)he executed the foregoing instrument.
commissioned Notary Public for said State, personally appeared, Rex M. Collingwood,
On August 15, 1994, before me, Darlene M. Butler, a duly

STATE OF Nevada)
COUNTY OF Elko)
ss.

ATTACHMENT A

Parcel 2 as shown on that certain Parcel Map for REX M. and GERALDINE COLLINGWOOD filed in the office of the County Recorder of Eureka County, State of Nevada, on July 6, 1994, as File No. 153395, being a portion of the W½ of Section 32, Township 20 North, Range 53 East, M.D.B.&M..

Together with all right, title and interest in and to the improvements, rights, privileges, royalties, easements, reversions, remainders, rents, issues, and profits which are appurtenant to or obtained from such real property, including, without limitation, timber rights and mineral rights appurtenant to such real property.

Together with all water, water rights, rights to the use of water, dams, ditches, canals, pipe lines, reservoirs, wells and all other means for the diversion of or use of water appurtenant to the said property or any part thereof, or now or hereafter used or enjoyed in connection therewith, for irrigation, stockwatering, domestic or any other use, or for the drainage of all or any part of said lands, together with certificates of appropriation, applications, proofs, permits which are appurtenant to the above-described real property, or any part thereof.

