

When recorded, mail to:
Homestake Mining Company
650 California Street, 9th fl.
San Francisco, CA 94108
Attn: Land Administrator

**SHORT FORM
OF
ASSIGNMENT AND AGREEMENT**

Short Form of Assignment and Agreement dated as of 27th June 1997
("Effective Date") between DONALD B. POTTS, an unmarried man, whose address is 503
Sandy Avenue, Yerington, Nevada 89447 ("Assignor") and HOMESTAKE MINING
COMPANY OF CALIFORNIA, a California corporation having its principal place of
business at 650 California Street, 11th Floor, San Francisco, California 94108
("Homestake").

1. Assignment and Assumption. (a) Assignor hereby assigns, transfers, sets
over and conveys to Homestake, for the full remaining term thereof with Assignor having
no right of reversion or remainder or re-entry, all of its right, title and interest in and to
those certain patented and unpatented mining claims and that certain personal property
described in Exhibit A attached hereto ("Mining Property") under a continuing Mining
Lease and Option to Purchase dated March 15, 1964 and recorded as Document No.
41373 in Book Q at page 100 of Miscellaneous Records of Lincoln County, Nevada, as
amended by an unrecorded Amendment to Mining Lease and Option dated September 13,
1976, ("Lease and Option"), (i) the Lease and Option including the lease, the option to
purchase the Mining Property contained in the Lease and Option ("Option"), and
Assignor's interest in all payments made to lessor/optionor thereunder and (ii) the Mining
Property.

(b) Homestake hereby assumes for so long as this Agreement and the Lease and
Option continue in effect all of the obligations of the lessee/optionee under the Lease and
Option accruing after the Effective Date and shall indemnify and hold Assignor harmless
from any liability resulting from Homestake's use or occupancy of the Mining Property or
Homestake's default under the Lease and Option while this Agreement is in effect.

(c) Homestake shall have the right in its sole discretion to unilaterally renegotiate,
renew or extend or modify in any way the Lease and Option without any further consent
from Assignor and without detriment, liability or obligation of any kind to Assignor.

(d) Homestake shall have the right in its sole discretion to exercise the Option
without any further consent from Assignor and without liability or obligation of any kind to
Assignor except as otherwise expressly set forth in this Agreement.

2. Exclusive Possession. Except as may be expressly provided in Exhibit A, Homestake shall have exclusive possession and quiet enjoyment of the Mining Property while this Agreement is in effect.

3. Termination. Homestake may terminate this Agreement at any time upon sixty days prior written notice whether or not the Option has been exercised.

4. Assignor's Right to Remove Personal Property. Notwithstanding anything to the contrary in the foregoing and, if prior to the payment of the Purchase Price under the Lease and Option, with the written permission of the Lessor/Optionor under the Lease and Option, Assignor shall have the right, for two years following the Effective Date, to enter and remove from the Mining Property, at Assignor's sole risk, cost, and expense, not more than 14 ore cars from underground workings.

5. Additional Terms. Additional terms and conditions are contained in the full agreement between the parties. This Short Form shall not modify said agreement.

HOMESTAKE MINING COMPANY
OF CALIFORNIA

OWNER

By: Dennis B. Goldstein
Print Name: DENNIS B. GOLDSTEIN
Its: ASSISTANT SECRETARY

Ronald B. Potts
Donald B. Potts

Approved by
Legal Dept.

DBP

Date: 7/9/97

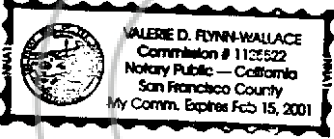
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5807

State of California
County of San Francisco

On July 11, 1997 before me, Valerie D. Flynn-Wallace Notary Public
DATE NAME, TITLE OR OFFICER - E.G. 'JANE DOE' NOTARY PUBLIC
personally appeared Dennis B. Goldstein
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Valerie D. Flynn-Wallace
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
Assistant Secretary
TITLE(S)
- PARTNER(S) LIMITED
- ATTORNEY-IN-FACT GENERAL
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Short Form of Assignment Agreement
TITLE OR TYPE OF DOCUMENT

6 (including this page)
NUMBER OF PAGES

June 27, 1997
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Homesite Mining Company of California

Donald B. Potts
SIGNER(S) OTHER THAN NAMED ABOVE

STATE OF Nevada)
) ss.
COUNTY OF Lyon)

On June 27, 1941, before me, Michelle Pellegrini, a duly
commissioned Notary Public for said State, personally appeared, Donald B. Potts,
personally known to me to be the person who executed the within instrument.

IN WITNESS WHEREOF, I have signed my name and affixed my official seal.



Michelle Pellegrini
Notary Public in and for said State
Residing at: 22 Hwy 208
My Commission Expires: Sept 9, 1948

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 19____, before me, _____, a duly
commissioned Notary Public for said State, personally appeared, _____
_____, personally known to me to be the
_____ of Homestake Mining Company of
California, a California corporation, and personally known to me to be the person who
executed the within instrument and on said oath stated that he was authorized to do so on
behalf of said corporation.

IN WITNESS WHEREOF, I have signed my name and affixed my official seal.

[SEAL]

Notary Public in and for said State
Residing at: _____
My Commission Expires: _____

Exhibit A

The Mining Property that is subject to the terms of this Agreement are those certain patented and unpatented lode mining claims generally located in Sections 23, 24, 25 and 26, Township 1 North, Range 67 East, and Sections 19 and 30, Township 1 North, Range 68 East, M.D.B.&M., Lincoln County, Nevada, and more particularly described as follows:

Patented Claims

Victor, Victor Extension, Apex, Financier, Michigan and Senator, Mineral Survey 3769, Patent No. 249366 dated February 23, 1912, Assessor's Parcel No. 9-011-34, and containing 100.842 acres, more or less.

Unpatented Claims

<u>Claim Name</u>	<u>Location Date</u>	<u>Book/Page</u>	<u>BLM NMC No.</u>
Bum Again #1	12/17/94	111/673	713735
Bum Again #2	12/17/94	111/674	713736
Bum Again #3	12/17/94	111/675	713737
Bum Again #4	12/17/94	111/676	713738
Bum Again #5	12/17/94	111/677	713739
Bum Again #6	12/17/94	111/678	713740
Bum Again #7	12/17/94	111/679	713741
Bum Again #8	12/17/94	111/680	713742
Bum Again #9	12/17/94	111/681	713743
Bum Again #10	12/17/94	111/682	713744
Bum Again #11	12/17/94	111/683	713745
Bum Again #12	12/17/94	111/684	713746
Bum Again #13	12/17/94	111/685	713747
Bum Again #14	12/17/94	111/686	713748
Bum Again #15	12/17/94	111/687	713749
Contact #1	12/16/94	111/688	713750

Claim Name	Location Date	Book/Page	BLM NMC No.
Contact #2	12/16/94	111/689	713751
Contact #3	12/16/94	111/690	713752
Contact #4	12/16/94	111/691	713753
Contact #5	12/16/94	111/692	713754
Contact #6	12/16/94	111/693	713755
Contact #7	12/16/94	111/694	713756
Contact #8	12/16/94	111/695	713757
Contact #9	12/16/94	111/696	713758
Contact #10	12/16/94	111/697	713759
Contact #11	12/16/94	111/698	713760
Contact #12	12/16/94	111/699	713761
Contact #13	12/16/94	111/700	713762
Contact #14	12/16/94	112/1	713763
Contact #15	12/16/94	112/2	713764
Contact #16	12/16/94	112/3	713765
Contact #17	12/16/94	112/4	713766
Contact #18	12/16/94	112/5	713767
Apex Fraction	12/16/94	112/6	713768
Contact Fraction	12/16/94	112/7	713769
Berlin Fraction	12/16/94	112/8	713770

NO. **103456**
 Filed And Recorded At Request Of
 HOMESTEAK
 JULY 28, 1997
 At 01 Minutes Past 1 O'Clock
 P M In Book 129 Of Official Records
 Page 344 Lincoln County Nevada.

YURIKO SETZER
 County Recorder

BY *Lelia Borecher* DEPUTY
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