

**SHORT FORM OF MINING LEASE**

This SHORT FORM OF MINING LEASE is made as of the 28th day of June, 2002 (the "Effective Date"), by and between Genesis Gold Co., a Utah corporation, whose address is #3 Knob Hill Road, P. City, Utah 84098 ("Genesis") and Placer Dome U.S. Inc, a California corporation, whose address for purposes hereof is HC 66 Box 1250 Crescent Valley, Nevada 89821 ("PDUS").

**RECITALS**

A. Genesis owns the entire and undivided interest in and to certain unpatented mining claims situated Eureka County, Nevada, as more particularly described on Exhibit A (the "Claims").

B. Genesis and PDUS have entered into a Mining Lease covering the Claims dated effective June 28, 2002 (the "Lease").

C. Genesis and PDUS desire to enter into this Short Form of Mining Lease (the "Short Form") for the purpose of placing of record a notice of the Lease.

**AGREEMENT**

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby consented and acknowledged, Genesis and PDUS have agreed and do hereby agree as follows:

1. **Grant of Lease of the Claims.** Genesis has leased and hereby grants and leases exclusively unto PDUS the Claims together with (i) all of the intralimital and extralateral rights and all other rights, privileges, and easements thereto incident or appurtenant (including, without limitation, any water, skwating and reservoir rights associated with the Claims and all easements and rights-of-way appurtenant thereto, and any of Genesis' personal property located on the Claims), and (ii) any additional rights to the Claims to which Genesis may become entitled during the Term of the Lease, for the purpose and with the sole and exclusive right and privilege, during the Term of the Lease, of exploring for, developing, mining, treating, processing, shipping, selling, marketing, and otherwise exploiting and disposing of any and all ores, minerals and metals of every kind or character found in, on or under the Claims (hereinafter the "Valuable Minerals"). Genesis has granted and further grants to PDUS the sole and exclusive right and privilege to do any and all things necessary or desirable to accomplish any or all of the purpose and rights set forth in the Lease, including, without limitation, rights to enter upon and use the surface of the Claims in connection with mineral rights in and under lands controlled by PDUS in the vicinity of the Claims.

2. Term. The term of the Lease (the "Term") is for 20 years from its Effective Date, and so long thereafter any of exploration, development, mining, processing or marketing operations are carried on or with respect to the Claims in good faith on a continuous basis (so long as any such operations do not cease for a period of more than 365 consecutive days), unless earlier terminated pursuant to the provisions of the Lease.

3. Success and Assigns. The Lease and this Short Form are, and shall be, binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties thereto and any third party acquiring any interest in the Claims. No assignment by PDUS of any interest under the Lease this Short Form shall be made without the prior written consent of Genesis, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, however, PDUS will not be required to obtain Genesis' consent to any assignments or subleases of its interest in the Lease to its affiliates or subsidiaries, or to the Cortez Joint Venture. In addition, no such consent shall be required in connection with a corporate reorganization, merger or other consolidation involving PDUS, or in connection with the granting of a security interest in PDUS's interest in the Lease.

4. Title to Other-Acquired and Additional Interests. The Lease covers and extends to any further or additional right, title, interest or estate heretofore or hereafter acquired by Genesis in or to the Claims or a part thereof. In the event Genesis acquires such additional right, title, interest or estate in the Claims, Genesis will lease the same to PDUS pursuant to the Lease, without payment of additional consideration.

5. Rights of First Refusal. Pursuant to the Lease, for a period of time set forth in the Lease, Genesis has granted and hereby grants to PDUS right of first refusal to purchase the Claims or the production royalty payable to Genesis under the Lease (the "Production Royalty") if Genesis desires to sell or any portion of its interest in the Claims or the Production Royalty. Pursuant to the Lease, PDUS has granted and hereby grants to Genesis a right of first refusal to acquire PDUS's interest in the Lease, subject to certain contractual obligations PDUS has, directly or indirectly, to convey its interest in the Lease to third parties, if PDUS desires to convey its interest in the Lease.

6. Additional Terms. The Lease contains clauses pertaining to advance royalties payable to Genesis, a Production Royalty payable to Genesis (a portion of which PDUS has the right to buy down at any time on or before the 20<sup>th</sup> anniversary of the Effective Date of the Lease), the performance of PDUS of exploration work, and various other provisions, and reference is made to the lease for such other terms and conditions as govern the Lease, which terms and conditions are hereby made a part hereof. Nothing in this Short Form shall limit or affect the rights and duties of the parties under the Lease. Information regarding the Lease can be obtained from FJS at the address set forth above.

**IN WITNESS WHEREOF,** the parties have executed this Short Form of Mining Lease effective as of the date first above written.

Genesis Gold Co.,  
a Utah corporation

By: Donald P. Merritt  
Name: Donald L. Moravick  
Title: CEO

PLACER DOME U.S., INC., a California  
corporation

By: Jeffrey Jensen  
Name: TONY A. JENSEN  
Title: CREEK JOINT VENTURE MINE GENERAL MANAGER

### ACKNOWLEDGMENTS

STATE OF Utah )  
COUNTY OF Summit ) ss.

This instrument was acknowledged before me on June 28, 2002, by  
Donald Merritt as \_\_\_\_\_ of Genesis Gold Co., a  
Utah corporation.

Witness my hand and official seal.

My Commission expires 12-11-02

Jeffrey Jensen  
Notary Public

STATE OF NEVADA )  
COUNTY OF Lander ) ss.

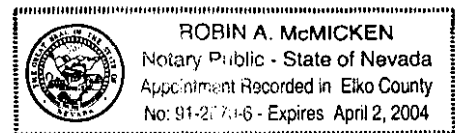
This instrument was acknowledged before me on June 3, 2002, by Tony A. Jensen, as  
Mine Gen. Mgr of Placer Dome U.S. Inc., a California corporation.

Witness my hand and official seal.

My Commission expires April 2, 2004

Robin A. McMicken  
Notary Public

BOOK 3486E363



## EXHIBIT A

### The Claims

The following unpatented mining claims situated in Sections 30 and 31, Township 26 North, Range 49 East, Section 25 and 36, Township 26 North, Range 48 East, Section 1, Township 25 North, Range 48 East, Section 6, Township 25 North, Range 49 East, Eureka County Nevada.

<u>Claim Name</u>	<u>Eureka County Recording of Location Certificates</u>		<u>BLM Serial Number (NMC)</u>
	<u>Book</u>	<u>Page</u>	
JR 100	332	075	810925
JR 101	332	076	810926
JR 102	332	077	810927
JR 103	332	078	810928
JR 104	332	079	810929
JR 105	332	080	810930
JR 106	332	081	810931
JR 107	332	082	810932
JR 108	331	120	808305
JR 109	331	121	808306
JR 110	331	122	808307
JR 111	331	123	808308
JR 112	331	124	808309
JR 113	331	125	808310
JR 114	332	083	810933
JR 115	332	084	810934
JR 116	332	085	810935
JR 117	332	086	810936
JR 118	332	089	810937
JR 119	332	090	810938
JR 120	332	091	810939
JR 121	332	092	810940
JR 122	332	330	812671
JR 123	332	331	812672
JR 124	332	332	812673
JR 125	332	333	812674
JR 126	332	334	812675

<u>Claim Name</u>	<u>Eureka County Recording of Location Certificates</u>		<u>BLM Serial Number (NMC)</u>
	<u>Book</u>	<u>Page</u>	
JR 127	332	335	812676
JR 128	332	336	812677
JR 129	332	337	812678
JR 130	332	338	812679
JR 131	332	339	812680
JR 132	332	340	812681
JR 133	332	341	812682
JR 134	332	342	812683
JR 135	332	343	812684
JR 136	332	344	812685
JR 137	332	345	812686
JR 138	332	346	812687
JR 139	332	347	812688
JR 140	332	348	812689
JR 141	332	349	812690
JR 142	332	530	813657
JR 143	332	531	813658
JR 144	332	532	813659
JR 145	332	533	813660
JR 146	332	534	813661
JR 147	332	535	813662
JR 148	332	536	813663
JR 149	332	537	813664
JR 150	332	538	813665
JR 151	332	539	813666
JR 152	332	540	813667
JR 153	332	541	813668
JR 154	332	542	813669
JR 155	332	543	813670
JR 156	332	544	813671
JR 157	332	545	813672
JR 158	332	546	813673
JR 159	332	547	813674
JR 160	332	548	813675
JR 161	332	549	813676

<u>Claim Name</u>	<u>Eureka County Recording of Location Certificates</u>		<u>BLM Serial Number (NMC)</u>
	<u>Book</u>	<u>Page</u>	
JR 162	332	550	813677
JR 163	332	551	813678
JR 164	332	552	813679
JR 165	332	553	813680
JR 166	332	554	813681
JR 167	332	555	813682
JR 168	332	556	813683
JR 169	332	557	813684
JR 170	332	558	813685
JR 171	332	559	813686
JR 172	332	560	813687
JR 173	332	561	813688
JR 174	332	562	813689
JR 175	332	563	813690
JR 176	332	564	813691
JR 177	332	565	813692
JR 178	332	566	813693
JR 179	332	567	813694
JR 180	332	568	813695
JR 181	332	569	813696
JR 182	342	125	824228
JR 183	342	126	824229
JR 184	342	127	824230
JR 185	342	128	824231
JR 186	342	129	824232
JR 187	342	130	824233
JR 188	342	131	824234
JR 189	342	132	824235
JR 190	342	133	824236
JR 191	342	134	824237
JR 192	342	135	824238
JR 193	342	136	824239
JR 194	342	137	824240
JR 195	342	138	824241
JR 196	342	139	824242

<u>Claim Name</u>	<u>Eureka County Recording of Location Certificates</u>		<u>BLM Serial Number (NMC)</u>
	<u>Book</u>	<u>Page</u>	
JR 197	342	140	824243
JR 198	342	141	824244
JR 199	342	142	824245
JR 200	342	143	824246
JR 201	342	144	824247
JR 202	342	145	824248
JR 203	342	146	824249
JR 204	342	147	824250
JR 205	342	148	824251
JR 206	342	149	824252
JR 207	342	150	824253
JR 208	342	151	824254
JR 209	342	152	824255
JR 210	342	153	824256
JR 211	342	154	824257
JR 212	342	155	824258
JR 213	342	156	824259
JR 214	342	157	824260
JR 215	342	158	824261

BOOK 348 PAGE 361  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Placer Dome U.S. Inc  
02 JUL 25 AM 8:39  
EUREKA COUNTY NEVADA  
M.H. REBALEATI, RECORDER  
FILE NO. FEES \$20<sup>06</sup>

**178396**

Exh-A-4

BOOK 348 PAGE 367