

## ASSIGNMENT OF MINING LEASE

THIS ASSIGNMENT OF MINING LEASE ("Assignment") is dated effective as of November 19, 2001 (the "Effective Date"), by and between **Placer Dome U.S. Inc.**, a California corporation whose address for purposes hereof is HC66, Box 1250, Crescent Valley, Nevada 89821-1250 ("Assignor"), and the **Cortez Joint Venture**, a Nevada joint venture comprised of Placer Cortez Inc. and Kennecott Explorations (Australia) Ltd., whose address is HC66, Box 1250, Crescent Valley, Nevada 89821-1250 ("Assignee").

### RECITALS:

A. WHEREAS, Assignor holds the leasehold interest in that certain Mining Lease dated effective June 28, 2002 by and between Genesis Gold Co., a Utah Corporation, as lessor and Placer Dome U.S. Inc., as lessee (the "Mining Lease"), a short form of which is recorded in Book 348 at Page 361 of the Eureka County, Nevada records, and which covers the unpatented mining claims located in Eureka County, Nevada that are listed Exhibit "A" hereto;

B. WHEREAS, Assignor desires to assign its rights under the Mining Lease to Assignee and Assignee desires to acquire such rights; and

C. WHEREAS, the parties have agreed that, upon the assignment by Assignor to Assignee of all of Assignor's right, title and interest in and under the Mining Lease, Assignee will succeed to all of the rights of Assignor under the Mining Lease and will assume all of the obligations and liabilities of Assignor under the Mining Lease.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### AGREEMENT

1. Assignment. As of the Effective Date of this Assignment, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Mining Lease.

2. Assignment Subject to Lease; Assumption by Assignee. This Assignment is made subject to the terms, conditions and covenants of the Mining Lease. Assignee hereby acknowledges and agrees that, by virtue of this Assignment, Assignee has assumed all of the obligations, liabilities, and responsibilities of the Assignor under the Mining Lease.

3. Special Warranty. Assignor hereby warrants title to the Mining Lease from and against all persons claiming the same or any part thereof by, through or under Assignor, but not otherwise.

IN WITNESS WHEREOF, this Assignment has been executed as of the Effective Date.

**ASSIGNOR:**

**Placer Dome U.S. Inc.,**  
a California corporation

By: Brian G. Iverson  
Brian G. Iverson  
Regional Manager, Land Affairs

**ASSIGNEE:**

**Cortez Joint Venture,**  
a Nevada joint venture

By: Tony A. Jensen  
Tony A. Jensen  
Mine General Manager,  
Cortez Joint Venture

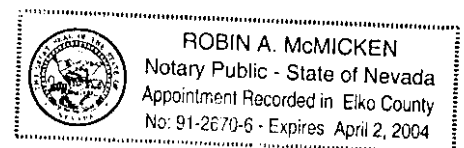
STATE OF NEVADA     )  
                                  ) ss.  
COUNTY OF LAND     )

This Assignment was acknowledged before me, a notary public, on this 19 day of November, 2002, Brian G. Iverson as Regional Manager, Land Affairs for Placer Dome U.S. Inc., who is personally known to me to be the person whose name is subscribed to the above instrument.

Witness my hand and official seal.

Robin A. McMicken  
Notary Public

My commission expires: April 2, 2004



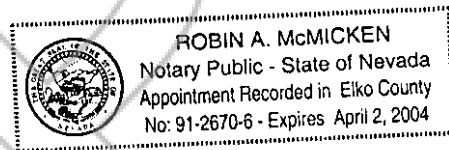
STATE OF NEVADA     )  
                                      ) ss.  
COUNTY OF LANDI    )

This Assignment was acknowledged before me, a notary public, on this 20 day of November, 2002, Tony A. Jensen as Mine General Manager for the Cortez Joint Venture, who is personally known to me to be the person whose name is subscribed to the above instrument.

Witness my hand and official seal.

Robin A. McMicken  
Notary Public

My commission expires: April 2, 2004



## EXHIBIT "A"

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

JR 108	Book 331 Page 120	NMC 808305
JR 109	Book 331 Page 121	NMC 808306
JR 110	Book 331 Page 122	NMC 808307
JR 111	Book 331 Page 123	NMC 808308
JR 112	Book 331 Page 124	NMC 808309
JR 113	Book 331 Page 125	NMC 808310
JR 100	Book 332 Page 75	NMC 810925
JR 101	Book 332 Page 76	NMC 810926
JR 102	Book 332 Page 77	NMC 810927
JR 103	Book 332 Page 78	NMC 810928
JR 104	Book 332 Page 79	NMC 810929
JR 105	Book 332 Page 80	NMC 810930
JR 106	Book 332 Page 81	NMC 810931
JR 107	Book 332 Page 82	NMC 810932
JR 114	Book 332 Page 83	NMC 810933
JR 115	Book 332 Page 84	NMC 810934
JR 116	Book 332 Page 85	NMC 810935
JR 117	Book 332 Page 86	NMC 810936
JR 118	Book 332 Page 89	NMC 810937
JR 119	Book 332 Page 90	NMC 810938
JR 120	Book 332 Page 91	NMC 810939
JR 121	Book 332 Page 92	NMC 810940
JR 122	Book 332 Page 330	NMC 812671
JR 123	Book 332 Page 331	NMC 812672
JR 124	Book 332 Page 332	NMC 812673
JR 125	Book 332 Page 333	NMC 812674
JR 126	Book 332 Page 334	NMC 812675
JR 127	Book 332 Page 335	NMC 812676
JR 128	Book 332 Page 336	NMC 812677
JR 129	Book 332 Page 337	NMC 812678
JR 130	Book 332 Page 338	NMC 812679
JR 131	Book 332 Page 339	NMC 812680
JR 132	Book 332 Page 340	NMC 812681

JR 133	Book 332 Page 341	NMC 812682
JR 134	Book 332 Page 342	NMC 812683
JR 135	Book 332 Page 343	NMC 812684
JR 136	Book 332 Page 344	NMC 812685
JR 137	Book 332 Page 345	NMC 812686
JR 138	Book 332 Page 346	NMC 812687
JR 139	Book 332 Page 347	NMC 812688
JR 140	Book 332 Page 348	NMC 812689
JR 141	Book 332 Page 349	NMC 812690
JR 142	Book 332 Page 530	NMC 813657
JR 143	Book 332 Page 531	NMC 813658
JR 144	Book 332 Page 532	NMC 813659
JR 145	Book 332 Page 533	NMC 813660
JR 146	Book 332 Page 534	NMC 813661
JR 147	Book 332 Page 535	NMC 813662
JR 148	Book 332 Page 536	NMC 813663
JR 149	Book 332 Page 537	NMC 813664
JR 150	Book 332 Page 538	NMC 813665
JR 151	Book 332 Page 539	NMC 813666
JR 152	Book 332 Page 540	NMC 813667
JR 153	Book 332 Page 541	NMC 813668
JR 154	Book 332 Page 542	NMC 813669
JR 155	Book 332 Page 543	NMC 813670
JR 156	Book 332 Page 544	NMC 813671
JR 157	Book 332 Page 545	NMC 813672
JR 158	Book 332 Page 546	NMC 813673
JR 159	Book 332 Page 547	NMC 813674
JR 160	Book 332 Page 548	NMC 813675
JR 161	Book 332 Page 549	NMC 813676
JR 162	Book 332 Page 550	NMC 813677
JR 163	Book 332 Page 551	NMC 813678
JR 164	Book 332 Page 552	NMC 813679
JR 165	Book 332 Page 553	NMC 813680
JR 166	Book 332 Page 554	NMC 813681
JR 167	Book 332 Page 555	NMC 813682
JR 168	Book 332 Page 556	NMC 813683
JR 169	Book 332 Page 557	NMC 813684
JR 170	Book 332 Page 558	NMC 813685
JR 171	Book 332 Page 559	NMC 813686

JR 172	Book 332 Page 560	NMC 813687
JR 173	Book 332 Page 561	NMC 813688
JR 174	Book 332 Page 562	NMC 813689
JR 175	Book 332 Page 563	NMC 813690
JR 176	Book 332 Page 564	NMC 813691
JR 177	Book 332 Page 565	NMC 813692
JR 178	Book 332 Page 566	NMC 813693
JR 179	Book 332 Page 567	NMC 813694
JR 180	Book 332 Page 568	NMC 813695
JR 181	Book 332 Page 569	NMC 813696
JR 182	Book 342 Page 125	NMC 824228
JR 183	Book 342 Page 126	NMC 824229
JR 184	Book 342 Page 127	NMC 824230
JR 185	Book 342 Page 128	NMC 824231
JR 186	Book 342 Page 129	NMC 824232
JR 187	Book 342 Page 130	NMC 824233
JR 188	Book 342 Page 131	NMC 824234
JR 189	Book 342 Page 132	NMC 824235
JR 190	Book 342 Page 133	NMC 824236
JR 191	Book 342 Page 134	NMC 824237
JR 192	Book 342 Page 135	NMC 824238
JR 193	Book 342 Page 136	NMC 824239
JR 194	Book 342 Page 137	NMC 824240
JR 195	Book 342 Page 138	NMC 824241
JR 196	Book 342 Page 139	NMC 824242
JR 197	Book 342 Page 140	NMC 824243
JR 198	Book 342 Page 141	NMC 824244
JR 199	Book 342 Page 142	NMC 824245
JR 200	Book 342 Page 143	NMC 824246
JR 201	Book 342 Page 144	NMC 824247
JR 202	Book 342 Page 145	NMC 824248
JR 203	Book 342 Page 146	NMC 824249
JR 204	Book 342 Page 147	NMC 824250
JR 205	Book 342 Page 148	NMC 824251
JR 206	Book 342 Page 149	NMC 824252
JR 207	Book 342 Page 150	NMC 824253
JR 208	Book 342 Page 151	NMC 824254
JR 209	Book 342 Page 152	NMC 824255
JR 210	Book 342 Page 153	NMC 824256

JR 211  
JR 212  
JR 213  
JR 214  
JR 215

Book 342 Page 154  
Book 342 Page 155  
Book 342 Page 156  
Book 342 Page 157  
Book 342 Page 158

NMC 824257  
NMC 824258  
NMC 824259  
NMC 824260  
NMC 824261

COPY

BOOK **354** PAGE **149**  
OFFICIAL RECORDS  
RECORDED AT THE COUNTY CLERK'S OFFICE  
*Black Dome US Inc*  
02 NOV 22 PM 1:58

CLARK COUNTY, NEVADA  
N.M. REDEVELOPMENT RECORDER  
FILE NO. FEES **20<sup>00</sup>**

**179492**