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BOOK 382 PAGE 369-374
OFFICIAL RECORDS
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EUREKA COUNTY, NEVADA
M.N. REALESTATE RECORDER
FILE NO. FEES 19.00

187986

SHORT FORM OF MINING LEASE

This SHORT FORM OF MINING LEASE is made effective as of the 10th day of May, 2004 (the "Effective Date"), by and between Quicksilver Phenomenon, LLC, a Nevada limited liability company, whose address for purposes hereof is 2017 E $\frac{3}{4}$ Road, Grand Junction, Colorado 81503 (hereinafter referred to as "Lessor"), and Placer Dome U.S. Inc., a California corporation, whose address for purposes hereof is 1125 17th Street, Suite 2310, Denver, Colorado 80202 ("PDUS" or "Lessee").

RECITALS

- A. Lessor owns an undivided 100% interest in and to certain unpatented mining claims described in Exhibit A attached hereto and incorporated herein by reference (the "Claims"), those Claims being located in Eureka County, Nevada.
- B. Lessor and PDUS have entered into a Mining Lease covering the Claims, dated effective May 10, 2004 (the "Lease").
- C. Lessor and PDUS desire to enter into this Short Form of Mining Lease (the "Short Form") for the purpose of confirming their agreement and placing of record a notice of the Lease.

AGREEMENT

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

1. Grant of Lease of Claims. Lessor 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, stockwatering and reservoir rights associated with the Claims and all easements and rights-of-way appurtenant thereto), and (ii) any additional rights to the Claims to which Lessor 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, reclaiming, and otherwise exploiting and disposing of any and all ores, minerals and materials of every kind or character found in, on or under the Claims (hereinafter "Valuable Minerals"). Lessor has granted and hereby 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 purposes and rights set forth in the Lease, including, without limitation and subject to the terms of the Lease, rights to enter upon and use the surface of the Claims in connection with exploration, development and mining activities 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 and after its Effective Date, and so long thereafter as PDUS is conducting exploration, development, mining, processing or marketing operations in good faith on the Claims on a continuous basis (as defined in the Lease), unless earlier terminated pursuant to the provisions of the Lease.

3. Right of First Refusal. In the event at any time during the initial 20-year Term of the Lease the Lessor desires to convey to any third party all or any part of its interest in the Claims or the production royalty payable to the Lessor, PDUS has been and is hereby granted a right of first refusal to acquire that interest, as set forth in the Lease.

4. Successors and Assigns. The Lease and this Short Form are, and shall be, binding upon and inure to the benefit of the successors and assigns of the parties thereto. No assignment by PDUS of any interest under the Lease or this Short Form shall be made without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, however, PDUS will not be required to obtain Lessor's consent to any assignments or subleases of its interest in the Lease to its affiliates or subsidiaries, or to the Buckhorn Joint Venture, or to certain other third parties pursuant to existing contractual relationships. In addition, no such consent shall be required in connection with a corporate reorganization, merger or other consolidation involving PDUS, a sale of all or substantially all of the assets of PDUS, or in connection with the granting of a security interest in PDUS's interest in the Lease. Any assignment by either party or sublease by PDUS of any interest in the Lease or any conveyance by either party of any interest in the Claims shall be expressly made subject to, and the assignee or transferee shall agree in writing to be bound by, all of the terms, conditions and covenants of the Lease.

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

6. Additional Provisions. The Lease contains clauses pertaining to advance royalties payable to the Lessor, a production royalty payable to the Lessor, 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 by reference 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 PDUS at the address set forth above.

7. Counterparts. This Short Form may be executed in several counterparts, any one of which may contain the execution of Lessor or PDUS, which together shall constitute a single original document.

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

LESSOR:

QUICKSILVER PHENOMENON, LLC, a
Nevada limited liability company

By: B. Wilson
Name: BRENT WILSON
Title: MANAGER

LESSEE:

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

By: J. Peter Neilans
Name: J. PETER NEILANS
Title: MINE GENERAL MANAGER

ACKNOWLEDGMENTS

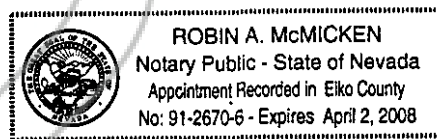
STATE OF Nevada)
) ss.
COUNTY OF Lander)

This instrument was acknowledged before me on June 3, 2004, by Brent Wilson, as Manager of Quicksilver Phenomenon, LLC, a Nevada limited liability company.

Witness my hand and official seal.

My Commission expires: April 2, 2008

Robin A. McMicken
Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF Lander)

This instrument was acknowledged before me on June 1, 2004 by J. Peter Neilans, as Mini General Mgr. of Placer Dome U.S. Inc., a California corporation.

Witness my hand and official seal.

My Commission expires: April 2, 2008

Robin A. McMicken
Notary Public

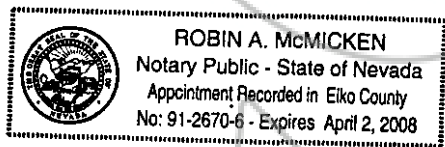


EXHIBIT A

THE CLAIMS

Section 32, T 27N, R 50E

The following unpatented mining claims situated in Sections 5, 8, 17, Township 26
North, Range 50 East, Eureka County, Nevada:

Eureka County Recording
Information

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| Powder Keg 5 | NMC 854602 | Book 371 | Page 121 |
| Powder Keg 7 | NMC 854604 | Book 371 | Page 123 |
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| Powder Keg 54 | NMC 854651 | Book 371 | Page 170 |

**Eureka County Recording
Information**

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|--------------------------|------------------------------|--------------------|--------------------|
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