

When recorded, please return to,
and for tax statements, please send to:

Brian G. Iverson
Placer Dome America
HC 1do Box 1250 -
Crescent Valley, NV 89821-1250

BOOK 382 PAGE 369-374
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Placer Dome America
2004 JUN 10 PM 1:43

EUREKA COUNTY, NEVADA
M.N. REBALEATI, 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)

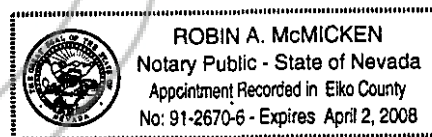
This instrument was acknowledged before me on June 3, 2004, by
Brent Wilson, as Manager of Quicksilver
Phenomenon, LLC, a Nevada limited liability company.

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

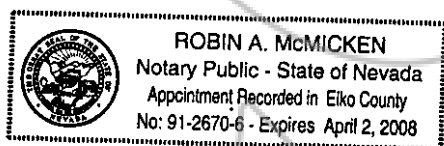


EXHIBIT A**THE CLAIMS***Section 32, T 27N, R 50E*

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

**Eureka County Recording
Information**

<u>Claim Name</u>	<u>BLM Serial No.</u>	<u>Book</u>	<u>Page</u>
Powder Keg 1	NMC 854598	Book 371	Page 117
Powder Keg 3	NMC 854600	Book 371	Page 119
Powder Keg 5	NMC 854602	Book 371	Page 121
Powder Keg 7	NMC 854604	Book 371	Page 123
Powder Keg 9	NMC 854606	Book 371	Page 125
Powder Keg 11	NMC 854608	Book 371	Page 127
Powder Keg 13	NMC 854610	Book 371	Page 129
Powder Keg 15	NMC 854612	Book 371	Page 131
Powder Keg 17	NMC 854614	Book 371	Page 133
Powder Keg 37	NMC 854634	Book 371	Page 153
Powder Keg 38	NMC 854635	Book 371	Page 154
Powder Keg 39	NMC 854636	Book 371	Page 155
Powder Keg 40	NMC 854637	Book 371	Page 156
Powder Keg 41	NMC 854638	Book 371	Page 157
Powder Keg 42	NMC 854639	Book 371	Page 158
Powder Keg 43	NMC 854640	Book 371	Page 159
Powder Keg 44	NMC 854641	Book 371	Page 160
Powder Keg 45	NMC 854642	Book 371	Page 161
Powder Keg 46	NMC 854643	Book 371	Page 162
Powder Keg 47	NMC 854644	Book 371	Page 163
Powder Keg 48	NMC 854645	Book 371	Page 164
Powder Keg 49	NMC 854646	Book 371	Page 165
Powder Keg 50	NMC 854647	Book 371	Page 166
Powder Keg 51	NMC 854648	Book 371	Page 167
Powder Keg 52	NMC 854649	Book 371	Page 168
Powder Keg 53	NMC 854650	Book 371	Page 169
Powder Keg 54	NMC 854651	Book 371	Page 170

Eureka County Recording
Information

<u>Claim Name</u>	<u>BLM Serial No.</u>	<u>Book</u>	<u>Page</u>
Powder Keg 55	NMC 854652	Book 371	Page 171
Powder Keg 56	NMC 854653	Book 371	Page 172
Powder Keg 57	NMC 854654	Book 371	Page 173
Powder Keg 58	NMC 854655	Book 371	Page 174
Powder Keg 59	NMC 854656	Book 371	Page 175
Powder Keg 60	NMC 854657	Book 371	Page 176
Powder Keg 61	NMC 854658	Book 371	Page 177
Powder Keg 62	NMC 854659	Book 371	Page 178
Powder Keg 63	NMC 854660	Book 371	Page 179
Powder Keg 64	NMC 854661	Book 371	Page 180
Powder Keg 65	NMC 854662	Book 371	Page 181
Powder Keg 66	NMC 854663	Book 371	Page 182
Powder Keg 67	NMC 854664	Book 371	Page 183
Powder Keg 68	NMC 854665	Book 371	Page 184
Powder Keg 69	NMC 854666	Book 371	Page 185
Powder Keg 70	NMC 854667	Book 371	Page 186
Powder Keg 71	NMC 854668	Book 371	Page 187
Powder Keg 72	NMC 854669	Book 371	Page 188
Powder Keg 73	NMC 854670	Book 371	Page 189
Powder Keg 74	NMC 854671	Book 371	Page 190
Powder Keg 75	NMC 854672	Book 371	Page 191
Powder Keg 76	NMC 854673	Book 371	Page 192
Powder Keg 135	NMC 854724	Book 371	Page 243
Powder Keg 137	NMC 854726	Book 371	Page 245

187986

Exh-A-2

BOOK 382 PAGE 374