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BOOK 423 PAGE 380-385
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EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEES 19.00
201172

SHORT FORM OF MINING LEASE

This SHORT FORM OF MINING LEASE is made effective as of the 15th day of December, 2004 (the "Effective Date"), by and between Metalwind, Ltd., a Nevada limited liability company, whose address for purposes hereof is 2017 E $\frac{1}{4}$ 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 December 15, 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:

METALWIND, LTD.,
a Nevada limited liability company

By: B. Wilson

Name: BRENT WILSON

Title: DIRECTOR

LESSEE:

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

By: J. Peter Neilans

Name: J. PETER NEILANS

Title: MINE GENERAL MANAGER

ACKNOWLEDGMENTS

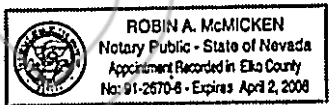
STATE OF Nevada)
) ss.
COUNTY OF Lander)

This instrument was acknowledged before me on December 15, 2004, by Brent Wilson, as Director of Metalwind, Ltd., 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 December 15, 2004 by J. Peter Neilans, as Mine 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

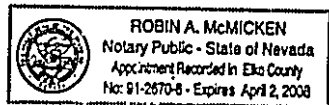


EXHIBIT A

THE CLAIMS

The following unpatented mining claims located in Sections 31, 32, T. 27N., R. 50E.,
Section 6, T. 26N., R. 50E., Eureka County, Nevada:

<u>Claim Name</u>	<u>Book</u>	<u>Page</u>	<u>BLM Serial No.</u>
MATCH 106	392	50	NMC 875673
MATCH 108	392	52	NMC 875675
MATCH 110	392	54	NMC 875677
MATCH 112	392	56	NMC 875679
MATCH 117	392	59	NMC 875682
MATCH 119	392	60	NMC 875683
MATCH 120	392	61	NMC 875684
MATCH 121	392	62	NMC 875685
MATCH 122	392	63	NMC 875686
MATCH 123	392	64	NMC 875687
MATCH 124	392	65	NMC 875688
MATCH 125	392	66	NMC 875689
MATCH 126	392	67	NMC 875690
MATCH 127	392	68	NMC 875691
MATCH 128	392	69	NMC 875692
MATCH 129	392	70	NMC 875693
MATCH 130	392	71	NMC 875694
MATCH 131	392	72	NMC 875695
MATCH 132	392	73	NMC 875696
MATCH 133	392	74	NMC 875697
MATCH 134	392	75	NMC 875698
MATCH 135	392	76	NMC 875699
MATCH 136	392	77	NMC 875700
MATCH 137	392	78	NMC 875701
MATCH 138	392	79	NMC 875702
MATCH 139	392	80	NMC 875703
MATCH 140	392	81	NMC 875704
MATCH 141	392	82	NMC 875705
MATCH 166	392	98	NMC 875721
MATCH 167	392	99	NMC 875722
MATCH 168	392	100	NMC 875723
MATCH 169	392	101	NMC 875724
MATCH 170	392	102	NMC 875725
MATCH 171	392	103	NMC 875726
MATCH 172	392	104	NMC 875727
MATCH 174	392	105	NMC 875728

Eureka County Recording
Information

<u>Claim Name</u>	<u>Book</u>	<u>Page</u>	<u>BLM Serial No.</u>
MATCH 176	392	106	NMC 875729
MATCH 178	392	107	NMC 875730
MATCH 182	392	108	NMC 875731
MATCH 183	392	109	NMC 875732
MATCH 184	392	110	NMC 875733
MATCH 185	392	111	NMC 875734
MATCH 186	392	112	NMC 875735
MATCH 187	392	113	NMC 875736
MATCH 189	392	114	NMC 875737
MATCH 190	392	115	NMC 875738
MATCH 191	392	116	NMC 875739
MATCH 192	392	117	NMC 875740
MATCH 200	392	118	NMC 875741
MATCH 201	392	119	NMC 875742
MATCH 202	392	120	NMC 875743
MATCH 203	392	121	NMC 875744
MATCH 204	392	122	NMC 875745
MATCH 205	392	123	NMC 875746

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