BOOK 425 PAGE 330-338
OFFICIAL RECORDS
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EUREKA COUNTY. HEVADA M.N. REBALEATI. RECORDER FILE NO. FEE\$22.00

201415

Recording Requested By: .

Tasha Liebsack Placer Dome USA HC 66 Box 1250 Crescent Valley, NV 89821

Short Form of Exploration and Development Agreement
Title of Document

This page added to provide additional information required by NRS 111.312 Sections 1-2.

SHORT FORM OF EXPLORATION AND DEVELOPMENT AGREEMENT

THIS SHORT FORM OF EXPLORATION AND DEVELOPMENT AGREEMENT (the "Short Form") is made and entered into effective as of June 10, 2005 by and among BRAVO VENTURE GROUP INC., a British Columbia corporation, whose address is Suite 1550 - 1185 West Georgia Street, Vancouver, British Columbia, Canada V6E 4E6, ("Bravo"), Bravo Alaska, Inc., an Alaska corporation, whose address is 207-4790 Caughlin Park Way, Reno, Nevada U.S.A. 89509 ("BUSA"), and PLACER DOME U.S. INC., a California corporation, whose address for purposes hereof is 1125 17th Street, Suite 2310, Denver, Colorado U.S.A. 80202 ("PDUS").

RECITALS

- A. BUSA is the owner of certain unpatented mining claims in Eureka County, Nevada, as more particularly described in Exhibit A attached hereto and incorporated by reference (the "Claims"). BUSA's interest in the Claims, together with all water and water rights, easements and rights-of-way, and other appurtenances attached thereto or associated therewith, are collectively referred to hereinafter as the "Property."
- B. Bravo, BUSA and PDUS entered into a letter agreement dated effective June 10, 2005 (the "Agreement"), wherein BUSA granted to PDUS the right to explore and develop the Property and, if PDUS so desires, the right for PDUS to acquire a 51% interest in the Property and to enter into a joint venture agreement covering the Property.
- C. Bravo, BUSA and PDUS desire to enter into this Short Form of Agreement for purposes of placing of record a notice of the Agreement.

AGREEMENT

- NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
- 1. Grant of Exploration, Development and Related Rights. BUSA has granted and hereby grants to PDUS during the term of the Agreement, exclusive possession of the Property and the exclusive right to enter upon and use all or any part of the Property for the purposes of determining ore reserves and mineralization, and for purposes of development of valuable minerals from the Property, including the right to enter upon the Property for purposes of surveying, exploring, testing, sampling, trenching, bulk sampling, prospecting and drilling for valuable minerals, and to use and construct buildings, roads, power and communication lines, and to use so much of the surface of the Property in such manner as is necessary to the enjoyment of any of the rights or privileges of PDUS hereunder or otherwise reasonably necessary to effect the purposes of the Agreement.

- 2. Grant of Right to Acquire an Interest in the Property. BUSA has granted and hereby grants to PDUS, during the Earn-In Period, the exclusive right to acquire an undivided 51% interest in the Property upon the completion of certain obligations set forth in the Agreement.
- 3. Grant of Right to Enter into Joint Venture Agreement. In addition to the rights granted in the Agreement as described in paragraph 2 above, BUSA and PDUS have agreed and do hereby agree that, subject to the terms and conditions set forth in the Agreement, upon PDUS's acquisition of an undivided 51% interest in the Property they will enter into a Joint Venture Agreement (as described in the Agreement) governing operations at the Property.
- 4. <u>Term.</u> Unless sooner terminated as provided in the Agreement, the term of the Agreement (the "Earn-In Period") shall run until such time as PDUS timely incurs required minimum amounts of Work Expenditures (as defined in the Agreement) and the parties execute the Joint Venture Agreement, or until sooner terminated as set forth in the Agreement, but in any event not later than June 10, 2015.
- 5. <u>Title to After-Acquired and Additional Interests</u>. The Agreement applies and extends to any further or additional right, title, interest or estate heretofore or hereafter acquired by BUSA or any affiliate or subsidiary during the Earn-In Period in or to the Property or any part thereof.
- 6. <u>Successors and Assigns</u>. Subject to the provisions of paragraph 7 below, all of the terms, provisions and conditions of the Agreement and this Short Form are, and shall be, binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. <u>Assignability</u>. None of the parties shall have the right to assign its interest in the Agreement, other than assignments by PDUS (i) to an affiliate or a subsidiary, (ii) in connection with a pledge of assets for financing purposes, or (iii) in connection with a corporate merger or reorganization or a sale of all or substantially all of its assets, without the prior written consent of the non-assigning parties, which consent shall not be unreasonably withheld. Any third party to whom any interest in the Agreement or the Property is assigned or conveyed shall agree in writing to be bound by all of the terms and conditions contained in the Agreement, including without limitation the tax partnership applicable thereto.
- 8. Additional Terms. The Agreement contains additional clauses and various other provisions, and reference is made to the Agreement for such other terms and conditions as govern the Agreement, 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 Agreement. Requests for information regarding the Agreement should be made to the parties at the addresses set forth above.

9. <u>Counterparts</u>. This Short Form may be extended in multiple counterparts, and all such counterparts taken together shall be deemed to constitute a single document.

IN WITNESS WHEREOF, the parties have executed this Short Form of Agreement effective as of June 10, 2005.

BRAVO VENTURE GROUP INC. a British Columbia corporation

By:

Name: ____

Its:

BRAVO ALASKA, INC. an Alaska corporation

Ву:

Namé:

Its:

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

D.,

Name

Its:

KEGEONAL EXOLORATION MANAGE

STATE OF Navada COUNTY OF Washoc) ss.
COUNTY OF Washoc) ss.
The foregoing instrument was acknowledged before me this 10th day of June, 2005, by 105 yn Authory Kizis In., as 1005 least of Bravo Venture Group Inc., a British Columbia corporation. Witness my hand and official seal. My commission expires: 1108 the Kherwann
Notary Public
STATE OF Nevaea) SS. COUNTY OF Washoe CHERI R. REIMANN Notary Public - State of Nevada Appointment Recorded in Washoe County No: 96-2903-2 - Expires June 11, 2008
The foregoing instrument was acknowledged before me this <u>loth</u> day of June, 2005, by <u>Joseph Authory Kizis by</u> , as <u>President</u> of Bravo Alaska, Inc., an Alaska corporation.
Witness my hand and official seal. My commission expires: June (1/0) Wen't Leurou
Notary Public
STATE OF Nevals CHERI R. REIMANN Notary Public - State of Nevada Appointment Recorded in Washoe County No: 96-2903-2 - Expires June 11, 2008
The foregoing instrument was acknowledged before me this $\sqrt{c}^{\tau Z}$ day of June.
The foregoing instrument was acknowledged before me this <u>lett</u> day of June, 2005, by <u>Ui Vam C. Howel</u> , as <u>legistic Gipt</u> of Placer Dome U.S. Inc., a California corporation.
Witness my hand and official seal.
My commission expires: June 4/08 Chen R Rector La Notary Public
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Exhibit A

The Claims

The following unpatented mining claims located in:

<u>Sections</u>	<u>Township</u>	<u>Range</u>	\ \
23, 24, 25, 26, 35, 36	24N	49E	Eureka County, Nevada
31	24N	50E	Eureka County, Nevada
1	23.5N	49E	Eureka County, Nevada
5, 6	23.5N	50E	Eureka County, Nevada
5, 6, 7, 8	23N	50E	Eureka County, Nevada
5	22.5N	50E	Eureka County, Nevada

	<u>BLM</u>	EUREKA	1	
	<u>NMC</u>	<u>COUNTY</u>	\ \	1
CLAIM NAME	<u>NO.</u>	<u>BOOK NO.</u>	PAGE NO.	DOCUMENT NO.
PH-1	866784	380	131	187158
PH-2	866785	380	132	187159
PH-3	866786	380	133	187160
PH-4	866787	380	134	187161
PH-5	866788	380	135	187162
PH-6	866789	380	136	187163
PH-7	866790	380	137	187164
PH-8	866791	380	138	187165
PH-9	866792	380	139	187166
PH-10	866793	380	140	187167
PH-11	866794	380	141	187168
PH-12	866795	380	142	187169
PH-13	866796	380	143	187170
PH-14	866797	380 /	144	187171
PH-15	866798	380	145	187172
PH-16	866799	380	146	187173
PH-17	866800	380	147	187174
PH-18	866801	380	148	187175
PH-19	866802	380	149	187176
PH-20	866803	380	150	187177
PH-21	866804	380	151	187178
PH-22	866805	380	152	187179
PH-23	866806	380	153	187180
PH-24	866807	380	154	187181
PH-25	866808	380	155	187182
PH-26	866809	380	156	187183
PH-27	866810	380	157	187184

[BLM	EUREKA	<u></u>	
	NMC	COUNTY		,
CLAIM NAME	NO.	BOOK NO.	PAGE NO.	DOCUMENT NO.
PH-28	866811	380	158	187185
PH-29	866812	380	159	187186
PH-30	866813 ·	380	160	187187
PH-31	866814	380	161	187188
PH-32	866815	380	162	187189
PH-33	866816	380	163	187190
PH-34	866817	380	164	187191
PH-35	866818	380	165	187192
PH-36	866819	380	166	187193
PH-37	866820	380	167	187194
PH-38	866821	380	168	187195
PH-39	866822	380	169	187196
PH-40	866823	380	170	187197
PH-41	866824	380	171	187198
PH-42	866825	380	172	187199
PH-43	866826	380	173	187200
PH-44	866827	380	174	187201
PH-45	866828	380	175	187202
PH-46	866829	380	176	187203
PH-47	866830	380	177	187204
PH-48	866831	380	178	187205
PH-49	866832	380	179	187206
PH-50	866833	380	180	187207
PH-51	866834	380	181	187208
PH-52	866835	380	182	187209
PH-53	866836	380	183	187210
PH-54	866837	380	184	187211
PH-55	866838	380	185	187212
PH-56	866839	380	186	187213
PH-57	866840	380	187	187214
PH-58	866841	380	188	187215
PH-59	866842	380	189	187216
PH-60	866843	380	190	187217
PH-61	866844	380	191	187218
PH-62	866845	380	192	187219
PH-63	866846	380	193	187220
PH-64	866847	380	194	187221
PH-65	866848	380	195	187222
PH-66	866849	380	196	187223
PH-67	866850	380	197	187224
PH-68	866851	380	198	187225

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CLAIM NAME	NO.	BOOK NO.	PAGE NO.	DOCUMENT NO.
PH-69	866852	380	199	187226
PH-70	866853	380	200	187227
PH-71	866854	380	201	187228
PH-72	866855	380	202	187229
PH-73	866856	380	203	187230
PH-74	866857	380	204	187231
PH-75	866858	380	205	187232
PH-76	866859	380	206	187233
PH-77	866860	380	207	187234
PH-78	866861	380	208	187235
PH-79	866862	380	209	187236
PH-80	866863	380	210	187237
PH-81	866864	380	211	187238
PH-82	866865	380	212	187239
PH-83	866866	380	213	187240
PH-84	866867	380	214	187241
PH-85	866868	380	215	187242
PH-86	866869	380	216	187243
PH-87	866870	380	217	187244
PH-88	866871	380	218	187245
PH-89	866872	380	219	187246
PH-90	866873	380	220	187247
PH-91	866874	380	221	187248
PH-92	866875	380	222	187249
PH-93	866876	380	223	187250
PH-94	866877	380	224	187251
PH-95	866878	380	225	187252
PH-96	866879	380	226	187253
PH-97	866880	380	227	187254
PH-98	866881	380	228	187255
PH-99	866882	380	229	187256
PH-100	866883	380	230	187257
PH-101	866884	380	231	187258
PH-102	866885	380	232	187259
PH-103	866886	380	233	187260
PH-104	866887	380	234	187261
PH-105	866888	380	235	187262
PH-106	866889	380	236	187263
PH-125	866890	380	237	187264
PH-126	866891	380	238	187265
PH-127	866892	380	239	187266

	BLM	<u>EUREKA</u>		
	<u>NMC</u>	COUNTY		
CLAIM NAME	<u>NO.</u>	BOOK NO.	<u>PAGE NO.</u>	DOCUMENT NO.
PH-128	866893	380	240	187267
PH-129	866894	380	241	187268
PH-130	866895	380	242	187269
PH-131	866896	380	243	187270
PH-132	866897	380	244	187271
PH-133	866898	380	245	187272
PH-134	866899	380	246	187273
PH-135	866900	380	247	187274
PH-136	866901	380	248	187275
PH-138	866902	380	249	187276
PH-155	866903	380	250	187277
PH-156	866904	380	251	187278
PH-157	866905	380	252	187279
PH-158	866906	380	253	187280
PH-159	866907	380	254	187281
PH-160	866908	380	255	187282
PH-161	866909	380	256	187283
PH-162	866910	380	257	187284
PH-163	866911	380	258	187285
PH-164	866912	380	259	187286
PH-165	866913	380	260	187287
PH-166	875524	391	276	191432
PH-167	875525	391	277	191433
PH-168	875526	391	278	191434
PH-169	875527	391	279	191435
PH-170	875528	391	280	191436
PH-171	875529	391	281	191437
PH-172	875530	391	382	191438
PH-173	875531	391	383	191439
PH-174	875532	391	384	191440
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