

Exhibit E

**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 September 28, 2005 by and among MIRANDA GOLD CORP., a British Columbia corporation, whose address is Suite 1410 – 800 West Pender Street, Vancouver, British Columbia, Canada V6C 2V6, ("Miranda"), MIRANDA U.S.A., INC., a Nevada corporation, whose address is 5900 Philoree Lane, Reno, Nevada 89511 ("MUI"), 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. MUI 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"). 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. Miranda, MUI and PDUS entered into a letter agreement dated effective September 28, 2005 (the "Agreement"), wherein MUI granted to PDUS the right to explore and develop the Property and, if PDUS so desires, the right for PDUS to acquire an undivided 60% interest in the Property and to enter into a joint venture agreement covering the Property.

C. Miranda, MUI 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. MUI has granted and hereby grants to PDUS, for 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 during the Earn-In Period (as defined in the Agreement) 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. MUI has granted and hereby grants to PDUS, during the Earn-In Period, the exclusive right to acquire an undivided 60% 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, MUI 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 60% interest in the Property they will enter into a Joint Venture Agreement (as described in the Agreement) governing operations at the Property.

4. Term. 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 September 28, 2016.

5. Title to After-Acquired and Additional Interests. The Agreement applies and extends to any further or additional right, title, interest or estate heretofore or hereafter acquired by MUI or PDUS during the Earn-In Period in or to (i) the Property or any part thereof, or (ii) any lands or mineral interests (other than royalty interests) wholly or partially within the exterior boundaries of the Claims.

6. Successors and Assigns. 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. Assignability. None of the parties shall have the right to assign its interest in the Agreement, other than (i) to an affiliate or a subsidiary, (ii) in connection with a pledge of assets for financing purposes, (iii) in connection with a corporate merger or reorganization or a sale of all or substantially all of either party's assets, or (iv) as otherwise allowed under the Agreement, 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. Counterparts. 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 September 28, 2005.

MIRANDA GOLD CORP.,  
a British Columbia corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

K-DCA  
Kenneth D. Cunningham  
President

MIRANDA U.S.A., INC.,  
a Nevada corporation

By: K-K DCQ  
Name: Kenneth D. Cunningham  
Its: President

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

By: S. Hal  
Name: Gary Halverson  
Its: MGm Nov 15/05

STATE OF Nevada )  
COUNTY OF Washoe ) ss.



The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2005, by Kenneth D. Cunningham, as President of Miranda Gold Corp., a British Columbia corporation.

Witness my hand and official seal.

My commission expires: 05-19-2008

Jody Chan  
Notary Public

STATE OF Nevada )  
COUNTY OF Washoe ) ss.



The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2005, by Kenneth D. Cunningham, as President of Miranda U.S.A., Inc., a Nevada corporation.

Witness my hand and official seal.

My commission expires: 05-19-2008

Jody Chan  
Notary Public

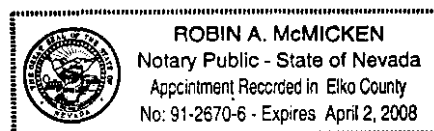
STATE OF Nevada )  
COUNTY OF Lander ) ss.

The foregoing instrument was acknowledged before me this 15 day of November, 2005, by Gary Halverson, as Mine General Manager of Placer Dome U.S. Inc., a California corporation.

Witness my hand and official seal.

My commission expires: 4-2-08

Robin A. McMicken  
Notary Public



**Exhibit A**

**The Fuse West Project**

The following unpatented mining claims located in Sections 32 and 33, Township 27 North, Range 50 East, and Sections 5, 8, and 17, Township 26 North, Range 50 East, Eureka County, Nevada:

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<b><u>Claim Name</u></b>	<b><u>Recording Information</u></b>	<b><u>BLM Serial Number</u></b>
Fuse 58	Book 403 Page 360	NMC 889575
Fuse 59	Book 403 Page 361	NMC 889576
Fuse 60	Book 403 Page 362	NMC 889577
Fuse 61	Book 403 Page 363	NMC 889578
Fuse 62	Book 403 Page 364	NMC 889579
Fuse 63	Book 403 Page 365	NMC 889580
Fuse 64	Book 403 Page 366	NMC 889581
Fuse 65	Book 403 Page 367	NMC 889582
Fuse 67	Book 403 Page 369	NMC 889584
Fuse 69	Book 403 Page 371	NMC 889586
Fuse 74	Book 403 Page 376	NMC 889591
Fuse 75	Book 403 Page 377	NMC 889592
Fuse 76	Book 403 Page 378	NMC 889593
Fuse 77	Book 403 Page 379	NMC 889594
Fuse 78	Book 403 Page 380	NMC 889595
Fuse 79	Book 403 Page 381	NMC 889596
Fuse 80	Book 403 Page 382	NMC 889597
Fuse 81	Book 403 Page 383	NMC 889598
Fuse 82	Book 403 Page 384	NMC 889599

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