

When recorded, return to:
M. Craig Haase
Suite 240, 6121 Lakeside Drive
Reno, Nevada 89511

134742

ROYALTY DIVISION AGREEMENT

THIS AGREEMENT is made effective this 13th day of November, 1990, by and between Nevada King Company, a Nevada corporation (Nevada King), and Euro-Nevada Mining Corporation, Inc., a Nevada corporation (Euro-Nevada); Nevada King and Euro-Nevada are hereinafter collectively referred to as the "parties".

RECITALS

A. Under an agreement and deed ("Agreements") known as (a) the Purchase and Sale Agreement effective November 6, 1986 between Newmont Gold Company, a Delaware corporation, and Nevada King Copper Company, a Nevada (sic, Delaware) corporation (Nevada King's predecessor-in-interest) and (b) the Limited Warranty Deed dated August 13, 1987 wherein Nevada King is the grantor and Newmont Gold Company is the grantee Nevada King agreed to convey to Newmont Gold Mining Company, a Delaware corporation, certain patented mining claims located in Eureka County, Nevada, known as the Good Hope claims and the Copper King claims (collectively, "Good Hope Mine"). The Good Hope Mine is more particularly described in Schedule 1 attached hereto and incorporated herein by this reference.

B. The Limited Warranty Deed described in Recital Paragraph A above reserved to Nevada King a production royalty equal to eight per cent (8%) of net smelter returns from production from the Good Hope Mine (hereinafter "8% royalty").

C. On November 13, 1990, Nevada King conveyed to Euro-Nevada by Mineral Deed and Assignment ("Indenture") (i) a sixty-two and one-half per cent (62.5%) interest in the 8% royalty (equal to an undivided five per cent (5%) net smelter return royalty) in the Good Hope Mine; and (ii) an additional twenty-five percent (25%) of the 8% royalty (an additional two percent (2%) net smelter return) until such time as Euro-Nevada had received the sum of \$1,500,000.00 in net smelter returns from production from the Good Hope Mine. The Indenture is recorded in the Official Records of Eureka County, Nevada in Book _____ at pages _____. The assignment of monies payable from production from the Good Hope Mine is not effective as to any monies due and payable to Nevada King the obligation for payment of which accrued prior to the effective date of the Indenture.

D. As a result of the foregoing divisions of royalty interests between the parties, and for the purpose of facilitating the efficient and economic payment of royalties by the royalty obligor to the various parties, the parties desire that the 8% royalty be paid by the royalty obligor in a lump sum to a division agent, who shall thereafter divide the royalty payments

as hereinafter set forth.

THEFORE, in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. Effective November 13, 1990, the parties owned the following respective interests in the 8% royalty:

- a. Nevada King: a twelve and one-half per cent (12.5%) interest in the 8% royalty;
- b. Euro-Nevada: a eighty-seven and one-half per cent (87.5%) interest in the 8% royalty.

2. Effective on the day following payment to Euro-Nevada the sum of \$1,500,000.00 in net smelter returns from production from the Good Hope Mine, the parties shall be deemed to own the following respective interests in the 8% royalty, subject to the terms and provisions of the Indenture:

- a. Nevada King: a thirty-seven and one-half per cent (37.5%) interest in the 8% royalty;
- b. Euro-Nevada: a sixty-two and one-half per cent (62.5%) interest in the 8% royalty.

3. All payments of the 8% royalty due and payable on production from the Good Hope Mine from and after November 13, 1990 shall be paid by the royalty obligor or any person receiving the same to First Interstate Bank of Nevada, Main Branch, Attention: Michael Moreno, One East First Street, Reno, Nevada 89501 (herein sometimes referred to as the "division agent"), to be divided by the division agent and paid in accordance with the terms and provisions of this Agreement. Any party or person who receives any royalties subject to this Paragraph 2, which royalties have not been distributed by the division agent to such party or person pursuant to the requirements of this Paragraph 2, shall immediately deliver all such royalties so received to the division agent at the above address so that such royalties can be distributed in accordance with the terms and provisions of this Agreement.

4. This Agreement shall be effective as of November 13, 1990, and shall remain in effect for so long as the 8% royalty is paid or until this Agreement is otherwise terminated or modified by the parties hereto in accordance with the provisions hereof.

5. First Interstate Bank of Nevada is hereby appointed by the parties as their exclusive division agent for the purposes of effecting the terms and provisions of this Agreement. The parties hereby instruct the division agent to receive the 8% royalty and distribute the same in strict accordance with the terms and provisions of this Agreement. Further, the parties instruct the royalty obligor to pay all of the 8% royalty to the division agent, and

the parties agree that, so long as the royalty obligor shall comply with this instruction, the royalty obligor shall not be liable to any of the parties upon any claim that the royalty obligor did not pay the royalties subject to this Agreement to a party not entitled to receive the same. The fees of the division agent shall be paid pro-rata by Nevada King and Euro-Nevada in accordance with their respective interests in the 8% royalty from time to time.

6. Within four (4) days of each receipt by the division agent of any and all payments of the 8% royalty subject to this Agreement, and after deducting from such 8% royalty payments the fees and costs of the division agent incurred in performing its duties under this Agreement, the division agent shall pay the 8% royalty to the parties in proportion to their respective interests in such royalties set forth in Paragraphs 1 and 2 above. Each payment of royalties to each of the parties shall include a copy of the settlement sheet or other applicable documents delivered by the royalty obligor indicating the computation of 8% royalty paid together with a brief accounting by the division agent showing the date and amount of 8% royalty received, the production period to which such 8% royalty is applicable, the amount deducted for the division agent's fees and costs, and the net royalty payment to each of the parties. Royalty payments and supporting documentation, as well as all other notices, shall be delivered to the parties at the following addresses:

Nevada King:

Nevada King Company
c/o Centurion Gold Ltd.
Suite 12, 10091 Streeter Road
Auburn, California 95603

Euro-Nevada:

For deposit of funds:
First Interstate Bank of Nevada
Main Branch, One East First Street
Reno, Nevada 89501
Attention: Michael Moreno
Account No. 200-90258

For delivery of documents:

Mr. Pierre Lassonde
Suite 1900, Box 2005
20 Eglinton Avenue West
Toronto, Ontario M4R 1K8

Delivery of the 8% royalty payments may be made personally or by deposit in the United States mail, first class postage prepaid. Any party may change its address from time to time by giving the division agent and all other parties notice of such change of address in the manner provided for in this paragraph, but no such change of address

shall be effective until actually received by the party to be notified.

7. In consideration for First Interstate Bank of Nevada acting as division agent, the parties agree that the division agent shall not be liable for the failure of the royalty obligor to timely pay the correct amount of royalties or properly account for the same. The division agent shall not be liable for the failure of any party to this Agreement to comply with any of the provisions of this Agreement, nor shall the division agent be liable for forgeries or false personation. Should any controversy arise between the parties with respect to the subject matter of this Agreement, the division agent shall not be required to take any action contrary to any order from any court having jurisdiction, and it may act in accordance with the provisions of any such order without liability to any party until such order is no longer binding or applicable.

8. This Agreement may be recorded in the Official Records of Eureka County, Nevada at the request of any party, but shall be binding on the parties hereto without recordation.

9. This Agreement is irrevocable and may not be modified, changed, or terminated without the written consent of the parties hereto and, when applicable, the division agent; provided, however, that any party may, subject to the provisions of the Indenture, convey all or a portion of such party's interests in the 8% royalty without obtaining the consent of any other party hereto if the transferee first agrees to be bound by the terms and provisions of this Agreement as such terms and provisions may affect the royalty interest to be transferred. Subject to the foregoing, this Agreement shall be binding on the heirs, successors, and assigns of the parties hereto. This Agreement shall be construed in accordance with the laws of the State of Nevada, and only the courts located in the State of Nevada shall have jurisdiction to resolve any disputes between the parties pertaining to the subject matter of this Agreement.

IN WITNESS WHEREOF, this Agreement is effective on the day and year first above written.

Nevada King Company,
a Nevada corporation

By: Tim Callaway
Name: Tim Callaway
Title: President

Euro-Nevada Mining Corporation, Inc.,
a Nevada corporation

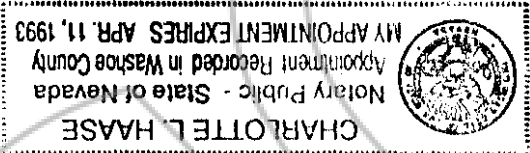
By: [Signature]
Name: M. CRAIG HARSE
Title: EXECUTIVE VICE PRESIDENT

By: Michael J. Moreno
Name: Michael J. Moreno
Title: Bank Officer

STATE OF NEVADA
COUNTY OF WASHOE
)
) ss.
)

On this 13th day of November, 1990, personally appeared before me, a Notary Public, M. Craig Haase, the Executive Vice President of Euro-Nevada Mining Corporation, Inc., a Nevada corporation, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged he executed the above instrument and acknowledged said instrument to be his voluntary act and deed made on behalf of said corporation and for the uses and purposes therein mentioned.

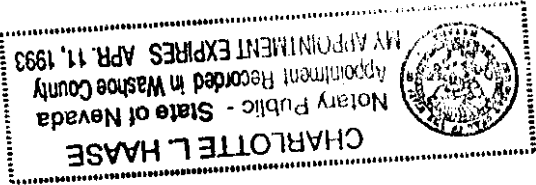
Charlotte L. Haase
Notary Public
My Commission Expires:



Nevada
STATE OF CALIFORNIA
COUNTY OF Nevada
)
) ss.
)

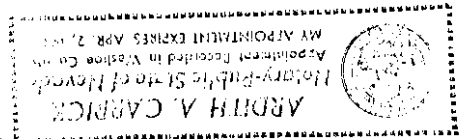
On this 13th day of November, 1990, personally appeared before me, a Notary Public, Timothy A. Callaway, the President of Nevada King Company, a Nevada corporation, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged he executed the above instrument and acknowledged said instrument to be his voluntary act and deed made on behalf of said corporation and for the uses and purposes therein mentioned.

Charlotte L. Haase
Notary Public
My Commission Expires:



STATE OF NEVADA
)
) ss.
)
COUNTY OF WASHOE

On this 13th day of December, 1990, personally appeared before me, a Notary Public, Michael J. Meyer, the Bank Officer of First Interstate Bank of Nevada, N.A., personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged he executed the above instrument and acknowledged said instrument to be his voluntary act and deed made on behalf of said corporation and for the uses and purposes therein mentioned.



Notary Public
My Commission Expires: April 2, 1991

SCHEDULE 1

to the

Nevada King Company and Euro-Nevada Mining Corporation, Inc. transactions

The Good Hope No. 3, Good Hope No. 4, Good Hope No. 5, Good Hope No. 6, and Good Hope No. 7 Lode Mining Claims designated by the Surveyor General as Survey No. 3647A, embracing a portion of Sections 27, 34, and 35 of Township 34 North, Range 51 East, M.D.B.&M., in the Magpie Creek Mining District as described in Patent No. 423892, executed by the United States of America, recorded November 12, 1914, in Book 18, Page 24, Deed Records, Eureka County, Nevada.

The Copper King No. 1, Copper King No. 2, and Copper King No. 5 Lode Mining Claims, designated by the Surveyor General as Survey No. 4471, embracing a portion of Sections 27 and 28 of Township 34 North, Range 51 East, M.D.B.&M., in the Magpie Creek Mining District as described in Patent No. 874294, executed by the United States of America, recorded April 14, 1923, in Book 19, Page 410, Deed Records, Eureka County, Nevada.

Good Hope, S1/1/MinFirms

BOOK 217 PAGE 392
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Eureka - Nevada
90 NOV 19 AM 1:10
Mining
EUREKA COUNTY, NEVADA
M.N. REBALANCE RECORDS
FILE NO. 137742
FEE \$11.00

BOOK 217 PAGE 398