

When recorded, return to:
M. Craig Haase
Euro-Nevada Mining Corporation, Inc.
Suite 240
6121 Lakeside Drive
Reno, Nevada 89511

136392

MINERAL DEED ASSIGNMENT
AND
TERMINATION OF ROYALTY DIVISION AGREEMENT

THIS INDENTURE is made effective this ^{25th} day of March, 1991, by and between NEVADA KING COMPANY, a Nevada corporation, hereinafter referred to as Grantor, and EURO-NEVADA MINING CORPORATION, INC., a Nevada corporation, hereinafter referred to as Grantee.

1. **Grant of Real Property Rights.** Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, remised, released, sold, transferred, and conveyed, and by these presents does grant, bargain, remise, release, sell, transfer, and forever convey unto the Grantee all of the Grantor's right, title and interest now owned or hereafter acquired but not reacquired in and to the those certain patented mining claims ("Property") located in Eureka County, Nevada, and more particularly described on Schedule 1 attached hereto and incorporated herein by this reference.

2. **Grant of Other Rights in and to Property.** Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has assigned, granted, bargained, remised, released, sold, transferred, and conveyed, and by these presents does assign, grant, bargain, remise, release, sell, transfer, and forever convey unto the Grantee all of the Grantor's right, title and interest now owned or hereafter acquired but not reacquired in and to the that certain agreement, deed, and other instruments ("Agreements") known as (a) the Purchase and Sale Agreement affecting the Property effective November 6, 1986 between Newmont Gold Company, a Delaware corporation, and Nevada King Copper Company, a Nevada (sic, Delaware) corporation (Grantor's predecessor-in-interest); (b) the Limited Warranty Deed affecting the Property dated August 13, 1987 wherein Grantor is the grantor and Newmont Gold Company is the grantee; and (c) all other assignments, agreements and amendments to which Grantor is a party relating to the Agreements or the Property. This Section 2 grant and assignment shall not be effective as to any monies due and payable to Grantor under (i) the Agreements or (ii) that certain Mineral Deed and Assignment dated November 13, 1990 and recorded on November 19, 1990 in the Official Records of Eureka County, Nevada, as Indenture No. 134741, at Book 217, Page 386 *et seq.* ("Mineral

Deed") the obligation for payment of which accrued prior to the effective date of this Indenture.

3. **Purpose and Intent of This Indenture.** It is the purpose and intent of this Indenture for the Grantor to convey to the Grantee all of the right, title and interest retained and reserved by the Grantor in and to the Property and the Agreements under and pursuant to the Mineral Deed.

4. **Grantor's Warranties and Representations.** Grantor, to the best of Grantor's knowledge, warrants and represents that (a) the Grantor's rights under the Agreements ("Royalty") and the Property are free and clear of any and all liens, claims, taxes, fees, encumbrances, or other royalties which are senior in time or effect to the Royalty; (b) the Property remains subject to the terms and provisions of the Agreements, including without limitation the royalty provisions described in the Agreements; (c) there has been no default in the payment of the Royalty; (d) there is presently no dispute between the Grantor and the other parties (and their successors) to the Agreements as to the calculation of the Royalty; and (e) the Grantor is not aware of any actual or threatened claims or adverse actions affecting the Property or Royalty which would be adverse to or cause defeasance of all or a portion of the Royalty. The foregoing warranties and representations shall survive the execution by Grantor and delivery to Grantee of this Indenture.

5. **Termination of Royalty Division Agreement.** Save and except for those sums due and payable to Grantor pursuant to the Agreements based on production from the Property prior to the effective date hereof, Grantor and Grantee hereby terminate that certain Royalty Division Agreement dated November 13, 1990, and recorded on November 19, 1990, in the Official Records of Eureka County, Nevada, as Indenture No. 134742, at Book 217, Pages 392 *et seq.* The Agent, as defined in the Royalty Division Agreement, is hereby instructed to disregard said agreement save and except as to Grantor's rights reserved in production by this Section 5 of this Indenture.

6. **Binding Effect.** The terms and provisions of this Indenture shall be binding on the heirs, successors and assigns of the Grantor and Grantee. The use of the words "Grantor" and "Grantee" herein shall include by this reference all of the respective heirs, successors and assigns of the named Grantor and Grantee in this Indenture. All such heirs, successors and assigns shall succeed to all of the rights of their assignor or grantor under this Indenture.

TO HAVE AND TO HOLD the foregoing together with all of the ores, minerals, dips, spurs, angles thereof, extralateral rights, and all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues, profits thereof, all water rights, geothermal resources, petroleum, natural gas, other hydrocarbons, if any, and any and all other minerals and mineral and surface rights to the Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, this Indenture was executed and delivered effective on the day and year first above written.

GRANTOR: Nevada King Company,
a Nevada corporation

By: *Tim Callaway*
Name: Timothy A. Callaway
Title: President

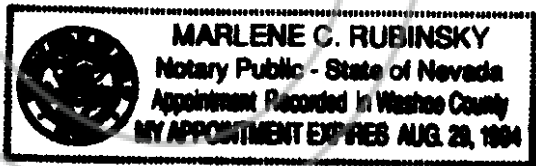
GRANTEE: Euro-Nevada Mining Corporation, Inc.,
a Nevada corporation

By: *M. Craig Haase*
Name: M. Craig Haase
Title: Executive Vice President

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

On this 25th day of March, 1991, 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.

Marlene C. Rubinsky - Notary
Notary Public
My Commission Expires:



STATE OF NEVADA

)
) ss.
)

COUNTY OF WASHOE

On this 27th day of March, 1991, 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.

Marlene C. Rubinsky - Costa
Notary Public
My Commission Expires:

GoodHope.MD3/1/MinFrms



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 Maggie 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 Maggie 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.

GoodHope.S1/1/MlnFrms

BOOK 221 PAGE 490
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Euro-Nevada
91 MAR 29 09:41
Mining Corp
EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEE \$ 9.00

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BOOK 221 PAGE 494