

Bishkek  
April 24, 2009

#### AGREEMENT

on New Terms for the Kumtor Project among  
Government of the Kyrgyz Republic on behalf of  
the Kyrgyz Republic and Kyrgyzaltyn JSC and  
Centerra Gold Inc. and Kumtor Gold Company CJSC and  
Kumtor Operating Company CJSC and Cameco Corporation

This Agreement on New Terms for the Kumtor Project ("Agreement on New Terms"), dated April 24, 2009, among the Government of the Kyrgyz Republic acting on behalf of the Kyrgyz Republic (the "Government"), Kyrgyzaltyn JSC ("Kyrgyzaltyn"), Cameco Corporation ("Cameco"), Centerra Gold Inc. ("Centerra"), Kumtor Gold Company CJSC ("KGC") and Kumtor Operating Company CJSC ("KOC") (each one of them, a "Party", and collectively the "Parties"), is a framework agreement that defines the understandings reached among the Parties with respect to the exploration for and development of gold and silver mineral resources and the production and sale of gold and silver from the Kumtor Deposit (the "Kumtor Project").

Whereas, Cameco, directly or through its subsidiary Kumtor Mountain Corporation, which is in turn wholly owned by Cameco Gold Inc., a wholly-owned subsidiary of Cameco, and Kyrgyzaltyn, which holds shares in Centerra on behalf of the Government (Kyrgyzaltyn, together with the Government, the "Kyrgyz Side") are the largest shareholders in Centerra;

Whereas, Centerra owns, among oilier assets, the following Kyrgyz companies: (i) KGC, and (ii) KOC, both of which operate and reside in the Kyrgyz Republic (KGC and KOC and all other entities from time to time directly or indirectly owned or controlled by Centerra and engaged in operations at the Kumtor Deposit being the "Project Companies"). KOC operates the Kumtor Project;

Whereas, the Kumtor Project is one of the largest gold mining projects in the world and Centerra's largest asset;

Whereas, Centerra devotes significant resources to the continued operation, development and exploration of the Kumtor Project;

Whereas, the Government, while wishing to see exploration, development and gold and silver production at the Kumtor Deposit continue, also wishes to increase the economic benefits for the Kyrgyz Republic from such activities;

Whereas, Centerra, KGC and the Kyrgyz Republic are parties to an arbitration proceeding under the UNCITRAL Rules of Arbitration entitled Centerra Gold Inc., and Kumtor Gold Company v. The Kyrgyz Republic, PCA Case No. AA278, currently pending under the administration of the Permanent Court of Arbitration (the "Arbitration"). The Arbitration was suspended on October 9, 2008. In the Arbitration, Centerra and KGC, on the one hand, and the Kyrgyz Republic, on the other, have asserted claims and defenses with respect to the Restructuring Agreement among Kyrgyzaltyn, Cameco, Cameco Gold Inc. and Centerra, dated as of December 31, 2003 (the "2003 Restructuring Agreement"), the Investment Agreement among the Government, Centerra and KGC, dated as of December 31, 2003 (the "2003 Investment Agreement"), the Amended and Restated Concession Agreement between the Government and KGC, dated as of December 31, 2003 (the "2003 Concession Agreement"), the Master Agreement Novation and Termination Agreement among Kyrgyzaltyn, Cameco, Centerra and the Government, dated as of December 31, 2003 (the "2003 Termination Agreement"), and the Centerra Shareholders' Agreement among Kyrgyzaltyn, Cameco Gold Inc., Kumtor Mountain Corporation and Centerra, dated as of January 9, 2004 (the "2004 Shareholders' Agreement") (collectively, the "2003 Project Agreements");

Whereas, Centerra, KGC and the Government have agreed to settle all their respective claims and defenses in the Arbitration and terminate the Arbitration on the terms and conditions set forth in the Settlement Agreement to be entered into by Centerra, KGC and the Government on the Completion Date;

Whereas, Centerra, KGC and the Government recognize that the settlement of all claims and defenses in the Arbitration is in the best interests of Centerra and its shareholders, including the Kyrgyz Side, and that Centerra and its shareholders, including Cameco and the Kyrgyz Side, have a vested interest in seeing the price of Centerra's shares increase;

Whereas, Cameco acknowledges that it does not have a strategic, long-term interest in the gold mining business, and wishes to sell its Centerra shares once Centerra's share price increases; and

Whereas, the Parties intend for this Agreement on New Terms to set out the basis for the amended contracts that, along with this Agreement on New Terms, are to govern the Kumtor Project, effective as of the Completion Date.

## Article I. Main Principles of the Activity of Kumtor Project in the Kyrgyz Republic

### 1.1. Effective Date and Completion Date.

(a) Effective Date. The Parties agree that except for this Section 1.1(a), Section 6.3, Section 6.5, Section 6.6 and Section 6.7, this Agreement in New Terms shall have no force and effect until the Effective Date. "Effective Date" means the date on which all of the conditions precedent listed in Section 6.2 have been either satisfied or waived. As of the Completion Date, to the extent provided for in the Restated Project Agreements, the provisions of the Restated Project Agreements shall supersede the provisions of this Agreement on New Terms to the extent they cover the same subject matter.

(b) Completion. Completion shall take place at the offices of Sullivan & Cromwell LLP at 125 Broad Street, New York, New York 10004 on the Effective Date or at such other time and on such other date as Cameco, Centerra and the Government may agree (the "Completion Date").

1.2. Concession Area. The Parties agree that the Restated Project Agreements shall provide for an expansion of the existing concession area as described in Appendix 1 (such existing concession area as expanded as described in Appendix 1, the "Expanded Concession Area") with the provision of rights for the benefit of KGC to such Expanded Concession Area.

The rights of KGC to exploration, development and mining of Minerals within the Expanded Concession Area shall be subject to the provisions of the Restated Project Agreements and to the Legislation, with exceptions from the general application of the Legislation as provided in this Agreement on New Terms and in the Restated Project Agreements.

### 1.3. Cancellation of Claims and Forgiveness of Indebtedness.

1.3.1. Settlement Agreement and Termination of Arbitration. On the Completion Date, the Government, Centerra and KGC shall execute the Settlement Agreement, in the form of Appendix 3, and shall procure the execution and delivery of the Arbitration Termination Letter as provided in the Settlement Agreement.

1.3.2. Forgiveness of Indebtedness. On the Completion Date, KGC shall deliver to the Government documents (in form and substance reasonably satisfactory to the Government) forgiving the Government's debt under the terms of the Agreement on Payments to Citizens of the Djety-Oguz district of the Issyk Kul Oblast, dated as of December 7, 2006.

### 1.3.3. Payment Amount.

(a) KGC shall pay to the Government on the Completion Date the amount of US\$ 22442921,54 (the "Payment Amount"), which includes the amount of US\$ 20692921,54 representing the difference, in respect of the period from January 1, 2008 through December 31, 2008, between the Taxes (including any rents payable to any governmental authority, local or national, related to the use or occupation of land within the Expanded Concession Area) paid by the Project Companies on or before December 31, 2008 under the existing tax regime currently applicable to the Kumtor Project and the New Tax Regime and, for the purpose of calculating Taxes payable under the New Tax Regime, the Gross Proceeds in relation to

Shipment No. 294 shall be deemed included in Gross Proceeds received in 2008. Payment of the Payment Amount shall be in full and final satisfaction of all tax, fiscal or any other liabilities or claims (other than (x) claims relating to Unknown Environmental Damage, (y) claims relating to the payment or calculation of the Tax Adjustment Amount and (z) the Final Arbitral Award referred to in Section 3.1 of this Agreement on New Terms (or any dispute arising thereto)) of any governmental authority against Centerra and the Project Companies, in respect of any matter arising or existing prior to the Completion Date in accordance with the terms of the Settlement Agreement and the Release Agreement. The Payment Amount shall not be subject to adjustment or setoff for any reason. Subject to the foregoing sentences of this Section 1.3.3(a), as of the date of execution of this Agreement on New Terms, the Parties waive all claims with respect to the calculation of the Payment Amount.

(b) Within 15 Business Days after the Completion Date, KGC shall pay to the Government an amount (expressed in U.S. Dollars), representing the amount (if any), in respect of the period from and including January 1, 2009 through the Completion Date, of the Taxes payable under the New Tax Regime, less the amount of Taxes (including any rents payable to any governmental authority, local or national, related to the use or occupation of land within the Expanded Concession Area) paid by the Project Companies under the existing tax regime currently applicable to the Kumtor Project (including any amounts paid in relation to 2008 to the extent paid in 2009) (the "Tax Adjustment Amount"). The amount of Gross Proceeds and other amounts used to determine the Tax Adjustment Amount shall exclude proceeds from the sale of Products tender Shipment No. 294, which were instead included in the calculation of the Payment Amount. In the event the amount in respect of the period from and including January 1, 2009 through the Completion Date, of the Taxes (including any rents payable to any governmental authority, local or national, related to the use or occupation of land within the Expanded Concession Area) paid by the Project Companies under the existing tax regime currently applicable to the Kumtor Project exceeds the amount that is payable under the New Tax Regime, such excess amount shall be applied in satisfaction of amounts owed by the Project Companies under the New Tax Regime after the Completion Date. To the extent necessary to calculate the Tax Adjustment Amount, KGC and the Government have agreed to calculate any Kyrgyz Som denominated amounts in U.S. Dollars using the average monthly foreign exchange rate published by the National Bank of the Kyrgyz Republic during each respective month. Any dispute relating to the Tax Adjustment Amount shall be resolved pursuant to the dispute resolution procedure in the Restated Investment Agreement.

1.3.4. Release Agreement. On the Completion Date, the Parties shall (and Cameco shall procure (hat Cameco Gold Inc. and Kumtor Mountain Corporation) execute an agreement on mutual release of claims and covenant not to sue substantially in the form of Appendix 4 (the "Release Agreement").

1.4. New Tax and Other Payments Regime for the Kumtor Project.

1.4.1. New Tax Regime. Starting from January 1, 2008, and continuing until the termination of the Restated Concession Agreement, the Project Companies shall pay taxes and other payments in accordance with the tax and other payments regime established by this Agreement on New Terms in respect of the New Tax Regime Activities as follows and as set forth in further detail in the Restated Project Agreements (the "New Tax Regime"). Except for the payments set out in this Section 1.4, the Project Companies shall be exempt from all other present or future Taxes (including any rents payable to any governmental authority, local or national, related to the use or occupation of land within the Expanded Concession Area) in respect of the New Tax Regime Activities. For the avoidance of doubt in calculating the payments due under the New Tax Regime no costs, losses, offsets or credits relating to any period will be taken into account other than those incurred in relation to and attributable to periods from and including January 1, 2008 and applicable in relation to the calculation of the taxes listed in Section 1.4.3. In particular and without limiting the generality

of the foregoing any and all cost and losses incurred in periods prior to January 1, 2008 will be ignored in arriving at amounts due under the New Tax Regime.

1.4.2. Gross Proceeds Tax. The Project Companies shall make a tax payment (the "Gross Proceeds Tax") to the Government (calculated, denominated and payable in U.S. dollars) in the aggregate amount of 13% of the Gross Proceeds per calendar month, such payments to be made in arrears on the tenth day (or, if such tenth day is not a Business Day, the first succeeding Business Day) of the following month in accordance with the procedure provided in the Restated Project Agreements.

1.4.3. Additional Taxes. In addition to the Gross Proceeds Tax, the Project Companies shall pay only the following Taxes and shall pay no other present or future Taxes, or any rents payable to any governmental authority, local or national, related to the use or occupation of land within the Expanded Concession Area, in respect of the New Tax Regime Activities:

(a) Customs administration fees. The Project Companies shall pay customs administration fees at generally applicable rates, if then required by, and in accordance with the timetable and procedures generally applicable under the Legislation, provided that such rates shall not be higher than those effective on the date of execution of this Agreement on New Terms.

(b) Annual Amount. The Project Companies shall in the aggregate pay an amount payable annually (the "Annual Amount") to the Government (calculated, denominated and payable in U.S. Dollars) on the first Business Day of April of each calendar year from and including 2010 for the development of the mineral base of the Kyrgyz Republic equal to 4% of Gross Proceeds in the previous calendar year. The amount of the Annual Amount shall be decreased, on a dollar-for-dollar basis, by the amount of documented Capital and Exploration Expenditures incurred by Centerra or its Controlled Affiliates in the previous calendar year for exploration, acquisition or development of existing or new mineral reserves and resources in the Kyrgyz Republic (including the Expanded Concession Area) intended to be added to Centerra's mineral reserves and resources. Capital and Exploration Expenditures incurred by Centerra or its Controlled Affiliates in any calendar year in excess of the Annual Amount shall be carried forward and credited against the Annual Amount payable for future periods. The Parties agree, and the Restated Project Agreements shall provide, that if upon the termination of this Agreement on New Terms or any of the Restated Project Agreements, Capital and Exploration Expenditures incurred by Centerra or its Controlled Affiliates and creditable against payment of the Annual Amount exceed the amount of the Annual Amount outstanding and payable by the Project Companies at such time or for such period, such excess shall not be refundable in full or in part.

(c) Issyk-Kul Contribution. From February 2009, the Project Companies shall in the aggregate pay into the Fund an amount in arrears on the tenth day (or, if such tenth day is not a Business Day, the first succeeding Business Day) of each month (the "Issyk-Kul Contribution") of 1% of the Gross Proceeds in the previous month. The Parties agree that Gross Proceeds for this purpose shall not include any proceeds from the sale of Products under Shipment No. 294. Disbursement of such monies by the Fund shall be made by the Government at its discretion, provided that at least 50% of the Issyk-Kul Contribution shall be allocated for expenditure as agreed between the Government and KGC in advance. The obligation to pay the Issyk-Kul Contribution shall as hereunder provided be linked to whether or not there is any material disruption of the operations of the Kumtor Project resulting from illegal actions of citizens of the Kyrgyz Republic not employed by the Project Companies; provided that this limitation shall not apply in cases where the Government remediates the consequences of such illegal actions prior to them having a material effect on the operations of the Kumtor Project. Subject to the last sentence of this Section 1.4.3(c), for the duration of any material disruption, the Issyk-Kul Contributions shall accrue but not be paid until the disruption ceases or no longer has a material effect on the

operation of the Kumtor Project, at which time the accrued amount of Issyk-Kul Contributions shall be due and payable, less an amount equal to the losses and damages suffered by the Kumtor Project as a result of such material disruption of operations (the "Disruption Loss"). The Disruption Loss shall be agreed upon between the Government and KGC, provided that in no event shall the Disruption Loss (for purposes of this Section 1.4.3(c)) exceed the amount of the Issyk-Kul Contributions accrued pursuant to the previous sentence. Failing an agreement on the Disruption Loss, within 21 days from either the Government or KGC requiring such agreement, the Disruption Loss shall be determined pursuant to the dispute resolution procedure in the Restated Investment Agreement. Any amount of the accrued Issyk-Kul Contributions that is in dispute shall not be paid until the dispute has been finally resolved pursuant to the dispute resolution provisions in the Restated Investment Agreement. KGC's deduction of the Disruption Loss from the accrued Issyk-Kul Contributions shall be without prejudice to any other right or remedy available to the Project Companies under this Agreement on New Terms, the Restated Project Agreements or the Legislation in respect of such disruption. Notwithstanding anything to the contrary in this Section 1.4.3(c), the Project Companies shall have no obligation to pay the Issyk-Kul Contribution in respect of any period during which (i) the material disruption of operations of the Kumtor Project is due to the willful misconduct of the Kyrgyz Side or (ii) the Government is negligent in mitigating the effects of the material disruption or otherwise in breach of the Restated Project Agreements, which negligence or breach, as the case may be, caused or materially contributed to the material disruption.

(d) Environmental pollution charge. From January 1, 2009, the Project Companies shall in the aggregate pay an environmental pollution charge fixed at US\$ 310000 per year, payable for 2009 on the Completion Date and thereafter on the first Business Day of each calendar year.

(e) Land use and access fee. Subject to exceptions set forth in the Restated Project Agreements, within five Business Days of the beginning of each quarter, the Project Companies shall in the aggregate pay a quarterly land use and access fee in the amount of US\$ 1250000, against which the Gross Proceeds Tax and Issyk-Kul Contributions paid by the Project Companies in the preceding quarter shall be credited in full, provided that the minimum aggregate amount (to be computed annually and not quarterly) payable by the Project Companies in a calendar year under the New Tax Regime shall be US\$ 5000000 (including during periods when the Kumtor Project is not profitable, when mining operations are stopped and/or when production has been suspended or terminated, but excluding any period when such stoppage, suspension or termination is caused by a breach by the Kyrgyz Side of the Restated Project Agreements or illegal actions of citizens of the Kyrgyz Republic that are not employed by the Project Companies or such breach or illegal actions materially contribute to such stoppage, suspension or termination). In any calendar year:

(i) The aggregate land use and access fees payable during the year are (w) following the first quarter, US\$ 1250000; (x) following the first two quarters, US\$ 2500000; (y) following the first three quarters, US\$ 3750000; and (z) for the year, US\$ 5000000 (each, the "Aggregate Required Amount" for such period, and each such period, a "Payment Period"), for an aggregate annual amount of US\$ 5000000. In the event the aggregate amount of the Gross Proceeds Tax and Issyk-Kul Contributions paid in any Payment Period exceeds the applicable Aggregate Required Amount for such Payment Period, and the Project Companies made a payment of land use and access fees during such Payment Period, the aggregate amount of such land use and access fee payments shall be applied toward the payment of the succeeding month's (or months', if applicable) Gross Proceeds Tax, as the Project Companies may elect.

(ii) The Project Companies shall otherwise be exempt from paying any present or future Taxes or any present or future rents payable to any governmental authority, local or national, related to the use or occupation of land within the Expanded Concession Area.

(f) Sales tax. The Project Companies shall pay sales taxes at generally applicable rates in accordance with the prevailing Legislation on goods and services purchased by or on behalf of Centerra or its Controlled Affiliates, including the Project Companies (except on intragroup transfers of goods and services among Centerra or its Controlled Affiliates, and the Project Companies); provided that all Products sold by or on behalf of the Project Companies shall be exempt from sales taxes.

(g) VAT. Except as provided herein, the Project Companies shall pay value-added taxes on goods and services purchased by or on behalf of the Project Companies at generally applicable rates. The Project Companies shall be exempt from paying value-added taxes in relation to goods and services imported in relation to New Tax Regime Activities. All Products sold or exported by or on behalf of the Project Companies shall be exempt from value-added taxes.

(h) License and other fees for government services. The Project Companies shall pay generally applicable fees for licenses, registrations, travel visas and other fees for discrete government services at generally applicable rates under the prevailing Legislation, provided that when such fees are expressed as a percentage, they shall be paid at rates not higher than the rates in effect on the date of execution of this Agreement on New Terms.

(i) Payroll deductions and Social Fund payments. The Project Company shall withhold income taxes (payroll deductions) from all Project Company employees who are subject to Kyrgyz income tax. The Project Companies shall also make payments to the Social Fund of the Kyrgyz Republic in respect of such Project Company employees who are Kyrgyz citizens, in each case if then required by the prevailing Legislation and at generally applicable rates.

(j) Excise tax. The Project Companies shall pay excise taxes at generally applicable rates as provided under the prevailing Legislation on goods purchased by or on behalf of Centerra or the Project Companies. The Project Companies shall be exempt from paying excise taxes on (i) goods imported by or on behalf of the Project Companies in respect of the New Tax Regime Activities, and (ii) sales of Products by or on behalf of the Project Companies.

(k) Late payment interest and penalties. The Project Companies shall pay penalties, fines or sanctions for late payment of the amounts due under Sections 1.4.1, 1.4.2 and 1.4.3, payable in accordance with the prevailing Legislation, at generally applicable rates, but not higher than the rate in effect on the date of execution of this Agreement on New Terms in respect of late payment of taxes.

1.4.4. Specific Exemptions. Without limiting the other provisions of this Section 1.4, the Project Companies (and when expressly stated below Centerra and its Controlled Affiliates) shall specifically be exempt from the following payments and obligations with respect to the New Tax Regime Activities:

(a) Withholding obligations. The Project Companies shall be exempt from all withholding obligations with respect to payments to third parties (including with respect to transactions of any kind between them and Centerra or its Controlled Affiliates), but such third parties (other than Centerra and its Controlled Affiliates) shall not be exempt from the relevant taxes to which the withholding would otherwise have related, subject only to the benefits provided to such third parties in any international treaties the Kyrgyz Republic has ratified.

(b) Intra-group transactions. Centerra and its Controlled Affiliates shall be exempt from paying Taxes with respect to intra-group transactions between them, including for services, dividends, interest, repayment of principal or other distributions or other transactions involving the Project Companies.

(c) Customs duties. The Project Companies shall be exempt from paying any customs duties in relation to goods imported.

(d) Food. The provision of food at the Kumtor mine site by the Project Companies, free of charge to employees of the Project Companies, shall be exempt from Taxes.

(e) Used equipment. The sale or disposition by the Project Companies of used

equipment, vehicles and other materials owned by the Project Companies, depreciated by 50% or more and used in connection with the New Tax Regime Activities shall be exempt front Taxes.

(f) Conveyance to the Government. Project Companies shall be exempt from paying any taxes on any transfer of assets, information and money pursuant to Sections 5.4 and 5.8(b) of this Agreement on New Terms.

1.4.5. Benefits under future commercial arrangements. Any payments and fees under future commercial arrangements between the Project Companies and the Government or any of its agencies shall be expressly agreed to by the relevant parties and shall be on commercial arm's length terms, provided that any such agreements concerning items subject to tariffs shall be on non-discriminatory terms generally applicable to like enterprises. Existing commercial arrangements shall continue in full force and effect, without amendment or modification (unless otherwise agreed by the parties), in accordance with their respective terms, but in all respects subject to the provisions of this Agreement on New Terms and the Restated Project Agreements.

1.4.6. Gross Proceeds. With effect from the Completion Date, for the purposes of calculating the Gross Proceeds, if the Gross Proceeds include proceeds from a sale of Products denominated in Kyrgyz Som, then such proceeds shall be converted to U.S. Dollars at the most recent official daily U.S. Dollar-Kyrgyz Som exchange rate published by the National Bank of the Kyrgyz Republic as of the date of the sale notice given pursuant to the Gold and Silver Sales Agreement.

1.4.7. Generally applicable. Reference to "generally applicable" in this Agreement on New Terms means generally applicable to all enterprises, foreign and domestic-owned, doing business in the Kyrgyz Republic, on a non-discriminatory basis (and, without limiting the meaning of "non-discriminatory", in relation to goods not excisable on the date of this Agreement on New Terms, not having a disproportionate effect on larger enterprises or any New Tax Regime Activities), and shall exclude taxes payable only by the gold and/or precious metals industries.

1.4.8. Non-New Tax Regime Activities. In respect of any activity other than the New Tax Regime Activities, the Project Companies, Centerra and any of their Controlled Affiliates shall pay all Taxes levied under the Legislation at the prevailing generally applicable rates, unless otherwise expressly provided for in the Restated Project Agreements, or expressly agreed to in any subsequent agreement with the Kyrgyz Side and subject to any benefit available under any applicable treaty to which the Kyrgyz Republic is party, which the Kyrgyz Republic has ratified.

1.4.9. Stabilization. Except as expressly provided otherwise in this Agreement on New Terms and the Restated Project Agreements, the rates, amounts and other terms of any Taxes payable in respect of the New Tax Regime Activities shall not be subject to any future change in Legislation or treaty provisions, which would be more burdensome to the Project Companies and/or Centerra. Centerra and the Project Companies shall benefit from any generally applicable future change in Legislation or treaty provisions with respect to taxes and other payments payable under Sections 1.4.3(a), (f), (g), (h), (i), (j) and (k) which is beneficial to any of them, and to the extent any such rates that are capped by the provisions of Section 1.4.3(a), (f), (g), (h), (i), (j) and (k) are decreased due to a change in Legislation, they can be increased by future change in Legislation, provided that any such increased rates from time to time shall not exceed the rates effective on the date of execution of this Agreement on New Terms.

1.5. Management Fee. As of the Completion Date, the amount of the management fee payable by KGC to Kyrgyzaltyn under the Agreement on Payment shall be fixed at US\$ 1 per ounce, inclusive of any Taxes, unless otherwise agreed between the parties thereto. The Agreement on Payment shall otherwise continue in accordance with its terms.

## Article II. Transfer of Value in Centerra

2.1. Centerra Shares. On the Completion Date, in consideration, in the case of Centerra, of the expansion of the concession area and, in the case of Centerra and Cameco, of the undertakings made by the Kyrgyz Side in this Agreement on New Terms and the Restated Project Agreements, Cameco and Centerra shall, on the terms specified in Sections 2.2 and 2.3 below and subject to the conditions set forth herein, arrange for 43532615 common shares in Centerra to be transferred or issued as follows:

(a) Cameco shall (out of its existing holding of Centerra common shares) deposit in escrow with the Custodian 25300000 common shares in Centerra (the "Cameco Contributed Shares") (without any off-setting, contribution, payment or issuance by Centerra in Cameco's favor) to be held for the benefit of and on behalf of Kyrgyzaltyn and/or Cameco, as the case may be. The Cameco Contributed Shares shall be held and transferred by the Custodian as provided in this Agreement on New Terms and the Custodian Agreement.

(b) Centerra shall issue to Kyrgyzaltyn 18232615 common shares in Centerra (the "Treasury Shares"), registered in the name of "Kyrgyzaltyn JSC".

### 2.2. Treasury Shares.

(a) On the Completion Date, the Treasury Shares shall be issued by Centerra to Kyrgyzaltyn so that Kyrgyzaltyn will beneficially own and be entitled to all the benefits arising from (including the exercise of all rights attaching to) such shares, subject only to the terms of this Agreement on New Terms and the Restated Shareholders' Agreement. The share certificate evidencing the Treasury Shares shall bear (i) a legend stating that such shares are held subject to the terms of (x) this Agreement on New Terms (the "New Terms Agreement Legend") and (y) the Restated Shareholders' Agreement, including Section 3.8 of the 2004 Shareholders' Agreement as restated in the Restated Shareholders' Agreement, and (ii) a legend in accordance with applicable Canadian Securities Laws substantially in the form of the following: "unless permitted under securities legislation, the holder of this security must not trade the security before the date that is four months and a day after [date to be inserted]."

(b) Until the Share Release Date:

(i) Kyrgyzaltyn shall not transfer or encumber any of the Treasury Shares other than as permitted in this Agreement on New Terms; and

(ii) Kyrgyzaltyn shall (x) vote on any and all matters requiring a vote of Centerra shareholders (or give consent or waiver or take other action relating to such Treasury Shares afforded to Centerra shareholders generally) 52% of the Treasury Shares held by it as directed by Cameco in writing not less than 5 days before the date on which such vote is to be cast, provided that Cameco shall take all necessary steps to exercise such vote and Kyrgyzaltyn's only obligation shall be to execute such proxies or other documentation as Cameco shall request on reasonable notice, and (y) shall vote the remaining 48% of the Treasury Shares held by it as it sees fit, in its sole discretion.

(c) Centerra shall direct its transfer agent to issue (and shall procure that the transfer agent does so issue) to Kyrgyzaltyn on the Share Release Date share certificates evidencing the Treasury Shares not bearing any New Terms Agreement Legend, and Kyrgyzaltyn shall return the share certificates back to the transfer agent against delivery of the new share certificates. Any disputes between Centerra and Kyrgyzaltyn regarding any failure by Centerra to so procure shall be determined pursuant to the dispute resolution procedure in the Restated Shareholders' Agreement, and in the event of a determination in favor of Kyrgyzaltyn, Centerra hereby authorizes Kyrgyzaltyn to take all such steps and sign all such documents as may be required or necessary to secure such issue and to recover all costs incurred by it in connection therewith from Centerra.

(d) For the avoidance of doubt and without limiting the foregoing, from the Completion Date. Kyrgyzaltyn shall be entitled to all dividends and other distributions payable in respect of the Treasury Shares, subject to the provisions of Section 3.8 of the 2004 Shareholders' Agreement as restated in the



Restated Shareholders' Agreement.

2.3. Cameco Contributed Shares.

(a) On the Completion Date, the Cameco Contributed Shares shall be deposited by Cameco with a custodian (the "Custodian") who shall:

(i) be an independent professional custodian acceptable to Cameco and the Kyrgyz Side; and

(ii) hold such Cameco Contributed Shares in escrow in accordance with the terms of a custodian agreement (the "Custodian Agreement") in a form acceptable to the Custodian, Cameco and the Kyrgyz Side.

Cameco and the Kyrgyz Side shall provide the Custodian with all such instructions as may be required under the Custodian Agreement to ensure that the Cameco Contributed Shares are released to the relevant Party in accordance with the provisions of this Agreement on New Terms, and give notice of such instructions to Centerra. Any disputes between Cameco and Kyrgyzaltyn regarding the number of Cameco Contributed Shares to be released shall be determined under the expedited arbitration proceedings under Section 6.7(b) of this Agreement on New Terms.

Cameco and the Kyrgyz Side shall share equally responsibility for any costs and fees payable to the Custodian in respect of the Custodian Agreement.

(b) Subject to the other provisions of this Agreement on New Terms (including Schedule A), the Custodian shall hold the Cameco Contributed Shares on behalf of and for the benefit of Cameco and Kyrgyzaltyn until the date (the "Share Release Date") that is the earlier of:

(i) the first date on which Cameco holds less than 10800000 of the issued and outstanding common shares in Centerra (not including the Cameco Contributed Shares); and

(ii) the date that is 180 calendar days after the last day of the first period of 20 consecutive trading days during which the Volume Weighted Average trailing Price of Centerra shares on the TSX did not fall below C\$ 9 (the "Price Period") (irrespective of changes in the price of Centerra shares from the last day of the Price Period through the Share Release Date).

Any disputes between Cameco and Kyrgyzaltyn as to whether or not the Share Release Date has occurred shall be determined under the expedited arbitration proceedings under Section 6.7(b) of this Agreement on New Terms.

(c) Subject to the other provisions of this Agreement on New Terms (including Section 2.3(d) and Schedule A), on the Share Release Date, the Custodian shall, following the making of any adjustments in accordance with Appendix 2, release the Cameco Contributed Shares to Kyrgyzaltyn and/or Cameco, as the case may be.

(d) Subject to the other provisions of this Agreement on New Terms, if the Share Release Date is determined pursuant to Section 2.3(b)(i) above, then the number of Cameco Contributed Shares may be adjusted as set forth in Appendix 2. If, however, the Price Period has been achieved, then, regardless of whether the Share Release Date is determined pursuant to Section 2.3(b)(i) or (ii), the number of Cameco Contributed Shares shall not be subject to adjustment pursuant to Appendix 2.

(e) If, prior to the Share Release Date, Cameco has given a Compensation Claim Notice in accordance with paragraph 5 of Schedule A, the Custodian shall continue to hold that number of the Cameco Contributed Shares as have a market value on the Share Release Date equal to 150% of the amount estimated by Cameco in such Compensation Claim Notice (or all of the Cameco Contributed Shares if the market value of all such Cameco Contributed Shares is lower than 150% of the amount claimed by Cameco in such Compensation Claim Notice) and the balance of the Cameco Contributed Shares (if any) shall be released on the Share Release Date to Kyrgyzaltyn. In this Section 2.3(e), "market value" means the Volume Weighted Average Trading Price of Centerra shares for a period of 20 consecutive trading days on the TSX ending on the trading day immediately prior to the Share Release Date.

(f) On each Cameco Shares Return Date, the Custodian shall release to Cameco

the number of Cameco Contributed Shares stated in the relevant Compensation Award, if any, with respect to a particular Compensation Claim. If such Cameco Shares Return Date occurs after the Share Release Date and Cameco has no other pending Compensation Claims, the remaining Cameco Contributed Shares (if any) shall be released on such Cameco Shares Return Date by the Custodian to Kyrgyzaltyn. In this Section 2.3(f), "market value" means the Volume Weighted Average Trading Price of Centerra shares for a period of 20 consecutive trading days on the TSX immediately preceding the day on which the Compensation Award is issued.

(g) Until the Cameco Contributed Shares are released pursuant to this Section 2.3, no Party shall transfer or encumber any of the Cameco Contributed Shares other than as expressly provided for in this Agreement on New Terms.

(h) Until the release of Cameco Contributed Shares pursuant to this Section 2.3:

(i) any dividends and other distributions made by Centerra in respect of such Cameco Contributed Shares shall be paid to the Custodian, to be held by the Custodian on the same terms as the Cameco Contributed Shares and to be released to Kyrgyzaltyn and/or Cameco at the same time and in the same proportions as the Cameco Contributed Shares are released pursuant to this Section 2.3; and

(ii) Cameco shall be entitled to exercise all voting rights in regards to such Cameco Contributed Shares while they are held by the Custodian.

#### 2.4. Oilier Provisions Pertaining to Centerra Shares.

(a) The Parties agree that any references to the price or the number of common shares in Centerra contemplated in this Article 2 shall be adjusted for any bonus share issues, stock splits, consolidations or stock reorganizations that occur after the date of this Agreement on New Terms to preserve the interests of the Parties. If Centerra undertakes a stock split or consolidation, or undertakes any transaction which results in its common shares being cancelled and replaced with new shares, then the Cameco Contributed Shares shall be adjusted accordingly. If Centerra undertakes a rights issue prior to the Share Release Date, Kyrgyzaltyn shall have a first right of refusal to take up rights accruing in respect of all Centerra common shares held by the Custodian on the relevant record date. If any such rights are not taken up by Kyrgyzaltyn, then Cameco shall have the option to take the remainder (or all, if no rights are taken up by Kyrgyzaltyn). If either Kyrgyzaltyn or Cameco take up rights under this Section 2.4(a), the new Centerra common shares so acquired shall not be subject to the Custodian Agreement.

(b) If Cameco shall consummate an Exit Transaction the net result of which is that a single shareholder or group of affiliated holders (collectively, the "Cameco Transferee") directly or indirectly holds a block of Centerra shares comprising at least 75% of the Cameco Centerra Shares, Cameco shall procure the Cameco Transferee's adherence to the Restated Shareholders' Agreement.

(c) The Kyrgyz Side shall have no restrictions on the transfer or encumbrance of any Centerra common shares it holds from the earlier of (i) the Completion Date and (ii) the date under which the Kyrgyz Side is entitled to transfer shares held in escrow pursuant to Section 4.5 of the 2004 Escrow Agreement among Centerra, Kyrgyzaltyn and CIBC Mellon Trust Company, dated as of May 3, 2004 except that this Section 2.4(c) shall not apply to (w) any restrictions on the Treasury Shares pursuant to Section 2.2(b)(i) and as set out in the Restated Shareholders' Agreement, (x) any restrictions under the Gold and Silver Sales Agreement, (y) the restrictions in Section 2.4(d) or (z) any restrictions under applicable law.

(d) Any Centerra shares held by the Kyrgyz Side shall be subject to the provisions of Section 3.8 of the 2004 Shareholders' Agreement as restated in the Restated Shareholders Agreement.

#### 2.5. Representations and Warranties.

(a) Centerra represents and warrants to the Kyrgyz Side that:

(i) Centerra is duly incorporated and validly existing under the laws of Canada;

(ii) the Treasury Shares have been duly authorized for issuance to Kyrgyzaltyn and the Treasury Shares will, upon issue, be validly issued by Centerra and will be outstanding as fully paid and non-assessable shares in the capital of Centerra;

(iii) as at the Completion Date, all consents, approvals, authorizations or filings as may be required under applicable Canadian Securities Laws necessary to the performance by Centerra of its obligations under this Agreement on New Terms will have been obtained, other than post-closing filings required under applicable Canadian Securities Laws, and the issue of the Treasury Shares to Kyrgyzaltyn in accordance with this Agreement on New Terms will be exempt from the prospectus and registration requirements of the Canadian Securities Laws; and

(iv) as at the Completion Date, the Treasury Shares will be conditionally approved for listing on the TSX subject to satisfaction of the usual conditions imposed by the TSX.

(b) Cameco represents and warrants to the Kyrgyz Side that the Cameco Contributed Shares will be conveyed to the Custodian free and clear of all claims, liens, charges and encumbrances (other than the restrictions contained in this Agreement on New Terms).

(c) The Kyrgyz Side represents and warrants that Kyrgyzaltyn is an "accredited investor" as defined in National Instrument 45-106 Prospectus and Registration Exemptions.

### Article III. Additional Conditions and Covenants

3.1. Barskaun. The Government, KOC, Kyrgyzaltyn and Cameco shall be bound by the Cyanide Accident Settlement Agreement entered into by the Government, KOC, Kyrgyzaltyn and Cameco and the Final Arbitral Award on Agreed Terms rendered with respect to the Government, KOC, Kyrgyzaltyn and Cameco, dated as of January 8, 1999 (the "Final Arbitral Award"). Pursuant to the existing indemnification obligations of the Government under such agreement, the Restated Project Agreements shall provide for the right of Centerra and the Project Companies to set-off all indemnified amounts imposed on Centerra and/or the Project Companies pursuant to a final judicial order against taxes and other payments otherwise payable under the New tax Regime, provided that one of the parties to such proceedings has requested the court to join the Government and the Government has been notified of such proceedings.

3.2. High Altitude Coefficient. KGC shall establish a labor payment system (program of economic incentives of employees), which will provide compensation to Kyrgyz employees working on the Kumtor Project in an aggregate amount no lower than the labor payment fund calculated with the application of the high altitude coefficient in effect on the date of execution of this Agreement on New Terms. Taking this into account, prior to the Effective Date, the Government shall consider the possibility of amending its methodology for determining the high altitude coefficient for the Kumtor Project on terms acceptable to KGC, in accordance with the continuing stabilization guarantees provided for by Legislation and the Restated Project Agreements, provided that any increase in such high altitude coefficient (or other legislative or regulatory measures that have the effect of increasing the existing compensation obligations of the Project Companies in relation to their employees) subsequent to the date of execution of this Agreement on New Terms shall not apply to the Project Companies.

3.3. Corporate Governance. The Restated Project Agreements shall provide that, as of the Completion Date:

(a) At each meeting of shareholders at which directors are to be elected to the Centerra board of directors, the nominees proposed by Centerra shall include two individuals selected by the Government, at least one of whom shall be independent of the Government (in accordance with Canadian Securities Laws), provided, however, that (i) if the Kyrgyz Side's ownership in Centerra is less

than 10% but is greater than 5%, Centerra shall only be required to include one nominee selected by the Government, which nominee shall not be required to be independent, and (ii) if the Kyrgyz Side's ownership in Centerra is equal to or less than 5%, without limiting any rights the Kyrgyz Side may have as a shareholder under applicable law, Centerra shall not be required to include any nominees selected by the Government in the list of nominees proposed by Centerra for consideration at the shareholders meeting;

(b) Cameco shall vote all of its Centerra shares in favor of the election of the nominees selected by the Government pursuant to 3.3(a) above; and

(c) Centerra shall procure that its management shall recommend to all shareholders that they vote in favor of the election of the nominees selected by the Government pursuant to 3.3(a) above.

When determining whether a Government nominee is independent, the candidate's citizenship shall not be relevant, for the avoidance of doubt, Section 3.8 of the 2004 Shareholders' Agreement, as restated in the Restated Shareholders' Agreement, shall apply.

3.4. Project Management. As and to the extent required by the Restated Project Agreements, KGC and KOC undertake to provide effective management of the Kumtor Project in compliance with good international mining practices and shall use commercially reasonable efforts to procure such compliance by all Project Companies and third parties engaged in the Kumtor Project.

3.5. Anti-Bribery. Centerra shall maintain an internal policy with respect to the Corruption of Foreign Public Officials Act (Canada) and shall make the efforts specified in such Act to cause the Project Companies to comply with such Act in connection with the New Tax Regime Activities.

#### Article IV. Support for Cameco, Centerra and the Kumtor Project

4.1. Centerra Treasury Shares. The Parties acknowledge that Centerra may in the future make investments in other mining projects outside current areas of operation and enter into potential acquisitions, mergers or other transactions, all of which are likely to require the issuance of Centerra treasury shares (separate and apart from the Treasury Shares) to finance such growth. Such transactions and issuance of treasury shares shall be subject to prior approval by Centerra's board of directors at a meeting duly called for such purpose and to which the nominees of the Government, shall be entitled to participate in order that the Kyrgyz Side's interests shall be duly considered.

4.2. Additional Opportunities. The Government shall make commercially reasonable efforts to support further and additional exploration activity by KGC and Centerra in the Kyrgyz Republic by inviting them to consider opportunities to acquire additional exploration and mining licenses in accordance with the Legislation. If KGC or Centerra is selected as the winning bidder for such opportunities and elects to pursue them, the relevant parties shall enter into mutually acceptable agreements for such purpose, and, if agreed to by such parties, the New Tax Regime shall apply to such additional mining licenses or operations.

4.3. Kyrgyz Listing. Following the Cameco Exit, the Parties (other than Cameco) shall consider the possibility of listing Centerra securities on the stock exchange of the Kyrgyz Republic. Any such listing will require the consent of Centerra and the Kyrgyz Side.

4.4. Reclamation Trust. Following the Cameco Exit, KGC shall place the reclamation trust funds in relation to the Kumtor Project (the "Reclamation Trust Fund") with a financial institution located in the Kyrgyz Republic, provided that (a) there are no legal or contractual restrictions on KGC's ability to transfer the Reclamation Trust Fund (including requirements of the EBRD and IFC regarding the management of the Reclamation Trust Fund), or (b) if such legal or contractual restrictions exist, KGC is able to obtain, using its reasonable efforts, all the required consents (including, if necessary, consents for any required amendments to the existing Reclamation Trust Fund

documentation) for the transfer of the Reclamation Trust Fund. If placed with a financial institution in the Kyrgyz Republic, (a) the obligations of such financial institution to KGC in respect of the Reclamation Trust fund shall be fully guaranteed by the Government, and (b) in the event there is any impairment with respect to amounts so placed, KGC shall have the right to offset any impaired Reclamation Trust Fund amounts against the Taxes and other payments payable under the New Tax Regime or against amounts payable pursuant to Section 5.4(d)(ii) of this Agreement on New Terms.

4.5. Development Program. Centerra, KGC and KOC hereby confirm their support for the existing Program of Social and Economic Development of Villages of the Tamga, Barskaun and Jargylchak village administrations (such support to be funded from the Issyk-Kul Contributions provided for in Section 1.4.3(c)).

4.6. Depriving Centerra or the Project Companies of Their Rights. In addition to the amendments to the text of the 2003 Project Agreements contemplated in Section 6.2(d), as of the Completion Date, the following changes shall be included in the Restated Investment Agreement:

(a) The first paragraph of Section 7.1 of the Investment Agreement shall be amended to read as follows: "Without limiting the guarantees and protections against expropriation that Investor may have under the relevant Legislation, neither the Kyrgyz Republic nor any authority, official, agency or instrumentality (including any body or instrumentality with decision-making or enforcement authority), whether national, regional, municipal, local or administrative, of or in the Kyrgyz Republic (collectively, including the Kyrgyz Republic, "Public Official") shall initiate, authorize, ratify or consummate any Expropriatory Action with respect to:"; and

(b) Section 9.2 of the Investment Agreement shall be amended to read as follows: "If any Public Official shall take any action that conflicts with the Restated Project Agreements, or has the effect of denying Investor or KGC of an investment benefit to which it is entitled thereunder, the Government shall use its best efforts to reverse, annul, or otherwise terminate or remedy such action."

#### Article V. Amendments to the 2003 Project Agreements

5.1. General Principle. The text of the Restated Project Agreements shall be the same as the text of the 2003 Project Agreements, except for those differences expressly and specifically provided in this Article V, or elsewhere in this Agreement on New Terms, or necessary to give effect to the provisions hereof or to prevent a clear and unequivocal conflict herewith.

5.2. Licenses and License Agreements. From the Completion Date, the existing mining and exploration licenses (being subsoil licenses, including, without limitation, KGC's exploration and development license No. 79-97 as in effect on December 8, 2005) relating to:

(a) geological exploration and surveys; and

(b) development and mining of mineral deposits (including man-made deposits),

and the associated license agreements related to areas within the Expanded Concession Area will terminate upon the relevant agreed areas described in Appendix 1 which were previously licensed being included within the Expanded Concession Area and becoming subject to the Restated Concession Agreement in accordance with this Agreement on New Terms.

5.3. Approval of Mining and Exploration Plans.

(a) KGC shall prepare mining and exploration plans from time to time as required by applicable Legislation and have them approved by the relevant regulatory authorities in the Kyrgyz Republic. The scope of review by such regulatory authorities will cover only issues relating to environmental protection, industrial safety and subsoil and mining operations Legislation.

(b) The regulatory authority will be required to be reasonable in relation to its approval of any plan and disputes in relation to any plan will be

subjected to the dispute resolution procedure in the Restated Investment Agreement.

(c) If any suspension order by a regulating authority is contested, such suspension shall be stayed pending the outcome of such dispute resolution proceeding (unless necessary to prevent imminent harm to human health or safety or imminent material harm to the environment).

(d) KGC will have the right to amend such plans from time to time subject to the applicable approval procedure.

#### 5.4. Reclamation.

(a) KGC shall prepare, in consultation with the regulating authority, a conceptual closure plan for the Kumtor mine every three years as required by the Environmental Management Action Plan for the Kumtor Gold Project, Kyrgyz Republic, dated as of June 28, 1995 (as from time to time amended, the "EMAP").

(b) At least 24 calendar months' prior to the Scheduled Reclamation Date KGC shall finalize a final closure plan for the Kumtor mine (such plan to take into account the reasonable comments made by the relevant regulatory authorities in the Kyrgyz Republic).

(c) KGC shall give the Government not less than 12 calendar months' prior written notice of its intention to commence reclamation works if KGC intends to commence final reclamation works earlier than indicated in the approved final closure plan. KGC's obligations as to implementation of the agreed final closure plan shall survive the termination of the Restated Project Agreements.

(d) At any time no later than 180 calendar days prior to the Scheduled Reclamation Date, the Government may elect to defer reclamation by written notice to KGC that it or a person nominated by it has a bona fide intention to continue mining and milling operations after the Scheduled Reclamation Date. Upon receipt of such notice, KGC shall not commence reclamation but, within 60 days of the Scheduled Reclamation Date, KGC shall, with effect from the Scheduled Reclamation Date:

(i) preserve, in a condition suitable for subsequent use by a mining company for similar operations, the Kumtor Project's mining works, infrastructure and other immovable mining property in keeping with good industry practice;

(ii) contribute money to the Reclamation Trust Fund, if necessary, to fully fund the reclamation obligations incurred by KGC as of the Scheduled Reclamation Date as set out in the EMAP and the final closure plan;

(iii) procure the transfer of the assets of the Reclamation Trust Fund to the Government, subject to simultaneous release by the Government of KGC of its obligations to carry out reclamation works;

(iv) procure the due transfer of all operational, technical, exploration and geological information in the Project Companies' possession with respect to the Kumtor Project and the Expanded Concession Area to the Government in keeping with good industry practice; and

(v) take the actions envisaged in Section 5.8(b) of this Agreement on New Terms, with all such assets being transferred free and clear of encumbrances and third party rights other than those imposed by Legislation.

#### 5.5. Sale of Project Companies.

(a) Any assignment of rights or delegation of obligations under any Restated Project Agreement other than the Restated Shareholders' Agreement shall require the prior written consent of the Government.

(b) Any sale or transfer of any shares in any Project Company shall require the prior written consent of the Government.

(c) For the purposes of (a) and (b) above "transfer" shall include any transfer of a beneficial interest in shares of a Project Company however achieved (but shall not include any transfer of or a transaction in shares of Centerra or any of its shareholders or any similar business combination involving Centerra).

(d) In both cases the Governmental consent shall not be unreasonably withheld or delayed provided that:

(i) the consent shall be deemed withheld reasonably if:

(A) the transferee is not technically or financially capable; or  
(B) the transfer would otherwise breach any treaty obligations of the Kyrgyz Republic; or

(C) the transfer would subject the Kyrgyz Republic to any international sanctions; and

(ii) any refusal of consent to any customary assignment by way of security to lenders shall be deemed to be unreasonably withheld if, taking into account the existence of such security interest, the Project Companies still have the Financial capacity to perform their respective obligations under the Restated Project Agreements.

5.6. Stabilization. Legislation applicable to the Restated Project Agreements and the New Tax Regime Activities shall be stabilized as at the date of signing of the Agreement on New Terms except for the laws and regulations relating to:

(a) environmental protection;

(b) industrial safety;

(c) worker health and safety and labor conditions; and

(d) subsoil and mining operations (which will apply now or in the future to the extent not in conflict with any provision of the Restated Project Agreements),

which shall apply as in force and amended from time to time (with no discriminatory effect upon the Kumtor Project). Clause 5.6(c) shall not apply to Legislation affecting labor compensation or benefits. For the avoidance of doubt, where Legislation is stabilized as at the date of signing of the Agreement on New Terms, the Project Companies and/or Centerra shall benefit from any generally applicable future change in any Legislation which is beneficial to any of them, provided that any further changes from time to time which are adverse to the Project Companies and/or Centerra shall also apply so long as the net result of such changes is not detrimental to the Project Companies and/or Centerra in comparison to the stabilized Legislation.

5.7. Gold and Silver Sales Agreement.

(a) The Kyrgyz Side shall have a pre-emptive right to purchase Products from the Project Companies.

(b) The Parties confirm that the Gold and Silver Sales Agreement on its current terms shall bind the parties to it for the term of the Restated Concession Agreement unless amended with the consent of the parties thereto. Kyrgyzaltyn shall have the right to novate and transfer its rights and obligations under the Gold and Silver Sales Agreement to any third party designated by the Government from time to time, provided the rights and benefits thereunder of KGC are not limited or impaired, and the transferee (i) has a good reputation (in the opinion of KGC, acting reasonably) and (ii) has the technical and financial capability to perform the obligations thereunder.

(c) If the Kyrgyz Side does not exercise its preemptive right and purchase Products under the Gold and Silver Sales Agreement, (i) the Project Companies shall only be entitled to export and sell Products in the form of dore or gold or silver (but not in the form of ore or ore concentrate) and (ii) subject to complying with this requirement, shall be entitled to export and sell Products to any unaffiliated third party on "arm's length" terms. For the purposes of calculating the gross proceeds ("Gross Proceeds from Third Parties") in connection with such sale, proceeds shall be determined based on what the price paid to the Project Companies under such third party sale would have been had the terms been Ex Works at the mill at the Kumtor Deposit (expressed in U.S. Dollars). For the avoidance of doubt, there shall be no requirement that the actual contract terms be Ex Works. By way of illustration, if the contract price equals US\$ 100 per ounce of gold contained in dore delivered at the refinery, and includes a charge of US\$ 3 for the third party's costs for refining and costs involved with transporting and insuring the Products from the mill to the third party's refinery. Gross Proceeds from Third Parties shall equal US\$ 97 per ounce.

5.8. Miscellaneous.

(a) The Master Agreement referenced in the 2003 Termination Agreement has been terminated.

(b) At the Government's sole option as set forth in a written notice to Centerra and KGC given within 90 days of the Government becoming aware of the termination date of the Restated Concession Agreement, KGC shall (unless otherwise instructed by the Government, no later than 60 days before the date of termination of the Restated Concession Agreement) cause with effect from such termination all or that part of the immovable infrastructure (including roads, earthworks, airports and airstrips, underground infrastructure, mill, facilities for personnel, storage, offices and all other buildings and premises, tailings enclosures and other immovable infrastructure for environmental compliance and amelioration) specified in such notice, owned or occupied by the Project Companies or otherwise used in connection with activities carried out under the Restated Project Agreements, to be conveyed to the Government, subject to any relevant encumbrances on the right of ownership or occupancy and on conditions such that all rights, title and interests therein will accrue to the Government with effect from the termination date of the Restated Concession Agreement. Failing the exercise of such option, the Project Companies shall be responsible for the liquidation of such infrastructure in accordance with KGC's approved final closure plan.

(c) The Restated Shareholders' Agreement shall not include any restrictions on the transfer or encumbrance of any shares in Centerra held by the Kyrgyz Side other than as provided in this Agreement on New Terms.

(d) All legends and notations made in share certificates relating to Centerra shares pursuant to the 2004 Shareholders' Agreement shall be removed and new share certificates issued as soon as practical after the relevant restrictions have ceased to apply and at the latest on the Completion Date, other than as provided in this Agreement on New Terms.

Article VI. Legal Effectiveness of this Agreement on New Terms and  
Other Matters

6.1. Legislative Approval. The Government shall submit this Agreement on New Terms and draft legislation in the Agreed Form authorizing the implementation of all of its terms for consideration by the Zhogorku Kenesh of the Kyrgyz Republic. Such submission shall seek approval of this Agreement on New Terms by the Zhogorku Kenesh of the Kyrgyz Republic and the enactment of legislation to (a) vest the Kyrgyz Side with all necessary powers to perform this Agreement on New Terms and to execute and perform the Restated Project Agreements, and (b) to amend the Tax Code of the Kyrgyz Republic as necessary to permit the implementation of the New tax Regime.

6.2. Status of this Agreement on New Terms. Subject to Section 1.1(a), upon the satisfaction or waiver of all of the following conditions set forth in this Section 6.2 on or before 30 calendar days following the execution of this Agreement on New Terms, or such other date as agreed to in writing by the Parties (the "Termination Date"), this Agreement on New Terms shall constitute a legally binding agreement among the Parties. No Party shall be bound under this Agreement on New Terms or otherwise obligated to proceed to Completion unless each of the following conditions set forth in this Section 6.2 has been satisfied to its satisfaction or waived by it.

(a) Approvals by Centerra, Cameco, KGC and KOC.

(i) Centerra having obtained (1) from its board of directors approval of the steps required to be taken at Completion, including without limitation approval of the Restated Project Agreements to which it is a party, and (2) any other approvals required by applicable law of Canada or by the TSX, including, if required, the approval of the shareholders of Centerra.

(ii) Cameco having obtained from its board of directors approval of the steps required to be taken at Completion, including without limitation approval



of the Restated Project Agreements to which it is a party.

(iii) KGC having obtained all necessary approvals to sign this Agreement on New Terms and of the steps required to be taken at Completion, including without limitation approval of the Restated Project Agreements to which it is a party.

(iv) KOC having obtained all necessary approvals to sign this Agreement on New Terms and of the steps required to be taken at Completion, including without limitation approval of the Restated Project Agreements to which it is a party.

(v) Centerra having obtained from the TSX conditional approval of the listing of the Treasury Shares, subject to compliance with the standard conditions of the TSX.

(vi) The Kyrgyz Side being reasonably satisfied that Centerra has complied with all requirements of Canadian Securities Laws (including having made all filings and paid all necessary fees other than post-closing filings and fees required under applicable Canadian Securities Laws) and the issuance and transfer of Centerra shares contemplated in Section 2.1 being subject to exemptions from the prospectus and registration requirements of Canadian Securities Laws.

(vii) The Kyrgyz Side being satisfied that as a result of this Agreement on New Terms no mandatory offer is required under Canadian Securities Laws.

(b) Approvals by Government. The Government having received an approval of this Agreement on New Terms, including legislation, in Agreed Form, authorizing the implementation of all of its terms, from the Zhogorku Kenesh of the Kyrgyz Republic and the power and authority to execute and implement the Restated Project Agreements and the New tax Regime in accordance with Section 6.1 of this Agreement on New Terms.

(c) Legal Opinions, (i) The Parties having provided to each other satisfactory legal opinions of: (1) Stikeman Elliott LLP in the case of Centerra as to customary Canadian corporate and securities law matters, (2) Oster, Hoskin Harcourt LLP in the case of Cameco as to customary Canadian corporate and securities law matters (and Sullivan & Cromwell LLP in the case of both Cameco and Centerra as to matters of United States and New York law), and (3) the Minister of Justice in the case of the Kyrgyz Side, and (ii) the Government having delivered to Cameco and Centerra a judicial act of the Constitutional Court of the Kyrgyz Republic confirming the legality of conclusion of this Agreement on New Terms and of the Restated Project Agreements.

(d) Additional Agreements. The Restated Project Agreements being in form and substance satisfactory to the Parties and Cameco, Centerra and KGC having approved the form and substance of the Restated Project Agreements, provided that the text of the 2003 Project Agreements shall be amended only as provided in Section 5.1.

(e) Litigation and Proceedings. Subject to the following sentence, all claims and proceedings notified to the Kyrgyz Side by KGC in writing prior to Completion (whether brought by or on behalf of the Government or otherwise) before the Kyrgyz courts or investigations or proceedings against or in relation to the Project Companies or their Affiliates brought by the finance Police or other governmental authorities affecting the 2003 Project Agreements, Centerra, the Project Companies, the Kumtor Project or Cameco on matters settled by this Agreement on New Terms, the Settlement Agreement or the Release Agreement (i) shall have been conclusively terminated and not subject to appeal, and (ii) all orders or rulings made in such proceedings adverse to the Kumtor Project or to any such entity shall have been finally and permanently vacated. The Parties agree and confirm that the preceding sentence shall not apply to the termination, settlement or vacation of the final Arbitral Award referred to in Section 3.1 of this Agreement on New Terms (or any dispute arising thereto) or any claims or proceedings brought by third parties in relation to the Barskaun cyanide accident on May 20, 1998.

(f) Sarychat-Ertash. The Government having confirmed to Centerra and KGC that, as of the Completion Date, no part of the Sarychat-Ertash National Park is, nor will any part at any time in the future be, included in the Expanded

Concession Area.

(g) Written Confirmation. The Parties having agreed to the Agreed Form of the Government's written confirmation under Paragraph 3 of Schedule A to this Agreement on New Terms.

(h) Arbitrator. the Parties having agreed on the sole arbitrator for purposes of the expedited arbitration proceeding under Section 6.7(b) of this Agreement on New Terms.

6.3. Termination. Each Party has indicated its intention to use its commercially reasonable efforts to cause the Effective Date to occur by the Termination Date. If for any reason whatsoever (including without limitation any failure to use such efforts) (a) the Effective Date does not occur by the Termination Date or (b) Completion does not occur by the Termination Date, then:

(i) this Agreement on New Terms shall terminate and have no further legal or other force or effect;

(ii) no Party shall have any liability to any other Party for failure to perform any covenant in this Agreement on New Terms, for the breach of any warranty or representation in this Agreement on New Terms, or for the failure to satisfy any condition in this Agreement on New Terms;

(iii) no Party shall have liability to any other Party as a consequence of the Effective Date having failed to occur, Completion not having occurred or this Agreement on New Terms having terminated; and

(iv) nothing in the Agreement on New Terms or in the negotiation hereof shall effect or prejudice the position of any party in the Arbitration, which may then be resumed upon the motion of any party thereto.

6.4. Public Statements. Any Party may disclose the terms and text of this Agreement on New Terms if required by applicable legislation, Canadian Securities Laws, or court order and shall consult with the other Parties regarding such actions. In addition, the Government shall be able to disclose this Agreement on New Terms and any related documents at its discretion for the purposes of obtaining approval of the Zhogorku Kenesh of the Kyrgyz Republic.

6.5. Definitions: In this Agreement on New Terms (including its Appendices and Schedules):

"Cameco Centerra Shares" means the shares in Centerra held directly or indirectly by Cameco.

"Arbitration" has the meaning given to it in the Recitals.

"UNCITRAL Rules of Arbitration" means the rules for conciliation and arbitration of the United Nations Commission of International Trade Law of 1976.

"Affiliate" means, with respect to any person or entity, any other person or entity that directly, or indirectly through one or more intermediaries, is controlling, controlled by, or under common control with, such person or entity.

"Gross Proceeds" means the aggregate amount of Gross Proceeds from Kyrgyzaltyn and Gross Proceeds from Third Parties (expressed in U.S. Dollars).

"Gross Proceeds from Kyrgyzaltyn" means the actual cash proceeds received by the Project Companies from the sale of Products under the Gold and Silver Sales Agreement (expressed in U.S. Dollars).

"Gross Proceeds from Third Parties" has the meaning given to it in Section 5.7(c).

"New Tax Regime Activities" means all of the business, undertakings and activities of any Project Company in relation to the Kumtor Project, contemplated in or authorized by the Restated Project Agreements, including without limitation:

(i) exploration (including feasibility studies) for, and mining, production, milling, processing and sale of Products within the Expanded Concession Area;

(ii) construction, installation, improvement, operation and maintenance of mines, and all manner of buildings and facilities sited within the Expanded Concession Area or for the purposes of access to the Expanded Concession Area and used exclusively or primarily for the activities described in this definition;

(iii) transportation (including activities for the purpose of operation and

safe navigation of aircraft) of persons, equipment, materials, goods and products, carried out exclusively or primarily for the activities described in this definition;

(iv) procurement, importation, lease, rental, use, operation, storage, maintenance and upkeep of vehicles, equipment, materials and goods used exclusively or primarily for the activities described in this definition;

(v) activities aimed exclusively or primarily at compliance with laws, regulations and contractual requirements applicable to the activities described in this definition;

(vi) transportation, handling and disposal of waste arising from the activities described in this definition;

(vii) acting as lessee under agreements for the lease of land and premises located within or outside the Expanded Concession Area and used exclusively or primarily for the activities described in this definition, as well as the improvement, operation, outfitting, maintenance and upkeep of such premises (excluding sublease of premises, purchases and capital improvement of land, and purchases and new construction of buildings, premises and facilities outside the Expanded Concession Area);

(viii) retaining contractors and consultants to perform or advise on the conduct of the activities described in this definition (and any such contractors and consultants shall not be deemed Project Companies);

(ix) accounting, bookkeeping and financial reporting as to the activities described in this definition;

(x) funding activities in respect of New Tax Regime Activities in the Kyrgyz Republic, including activities related to the raising and holding of funds in the form of capital or borrowings, as well as income earned by those funds;

(xi) insuring all aspects of the New tax Regime Activities, the people engaged in them and the property engaged in respect of them, as well as any insurance proceeds received pursuant to the related insurance policies;

(xii) administration, management, human resources services, record-keeping and oversight as to the activities described in this definition;

(xiii) activities aimed exclusively or primarily at providing for the safe conduct of the activities described in this definition and the health, training and safety of employees of Centerra and the Project Companies while in the Kyrgyz Republic;

(xiv) using computer and communications equipment and information technology exclusively or primarily for the activities described in this definition;

(xv) guarding the physical security of property and premises used exclusively or primarily for the activities described in this definition, as well as of persons while located on such premises or entrusted with such property and while directly engaged in the activities described in this definition; and

(xvi) activities directly related to those activities listed in (i) to (xv) above.

"Cameco Contributed Shares" has the meaning given to it in Section 2.1(a).

"Cameco Exit" means Cameco holding the amount of shares in Centerra not exceeding the amount contemplated in Section 2.3(b)(i).

"Public Official" means any authority, official, agency or instrumentality (including any body or instrumentality with decision-making or enforcement authority), of or in the Kyrgyz Republic, whether national, regional, municipal, local or administrative, and includes the Kyrgyz Republic.

"Cameco Shares Return Date" means, with respect to a Compensation Claim, the first to occur of the following:

(i) the date on which all Outstanding Proceedings brought by Cameco in respect of such Compensation Claim shall have been withdrawn by Cameco or settled by agreement between Cameco and the Kyrgyz Side; and

(ii) the date on which a final arbitral award has been issued pursuant to paragraph 10 of Schedule A in respect of all Outstanding Proceedings brought by Cameco in respect of such Compensation Claim and the arbitrator has determined,

in writing, the number of Cameco Contributed Shares (if any) that should be released to Cameco as compensation for the Compensation Claim,

provided that for the purposes of this definition, "Outstanding Proceedings" shall mean any proceedings brought by Cameco that have not already been withdrawn or settled as provided in (i) or, as the case may be, in respect of which a final arbitral award has not been issued as provided in (ii) above.

"Effective Date" has the meaning given to it in Section 1.1(a).

"Share Release Date" has the meaning given to it in Section 2.3(b).

"Completion Date" has the meaning given to it in Section 1.1(b).

"Termination Date" has the meaning given to it in Section 6.2.

"Custodian" has the meaning given to it in Section 2.3(a).

"Custodian Agreement" has the meaning given to it in Section 2.3(a)(ii).

"Agreement on Payment" means the Agreement on Payment of Commission in relation to the participation by Kyrgyzaltyn in the operation of the Kumtor Project, dated March 22, 2004, as amended, between Kyrgyzaltyn and KOC.

"Gold Payment Agreement" means the Gold Payment Agreement, dated December 22, 2005, among KGC, KOC, Kyrgyzaltyn and Centerra, as amended.

"US\$" and "U.S. Dollars" mean the lawful currency for the time being of the United States of America.

"EBRD" means the European Bank for Reconstruction and Development.

"Annual Amount" has the meaning given to it in Section 1.4.3(b).

"Completion" means each of Centerra, Cameco, KGC and the Kyrgyz Side having provided the documents, payments and/or share transfers which are contemplated in this Agreement on New Terms or the relevant Restated Project Agreement for it to provide, pay and/or transfer.

"Legislation" means, from time to time, the laws or regulations of or in the Kyrgyz Republic and any other acts or determinations of governmental authorities that have the force of law or regulation.

"Canadian Securities Laws" means all applicable securities laws in the Province of Ontario and the respective regulations and rules under such laws together with applicable published policy statements, notices and orders of the securities regulatory authorities in Ontario, including the rules of the TSX.

"Capital and Exploration Expenditures" means:

(i) all costs, expenses and charges that are recognized as capital costs in accordance with international financial reporting standards as currently in effect, incurred in relation to the Kumtor Project or other activities in the Kyrgyz Republic; and

(ii) all costs, expenses and charges incurred in respect of activities directed toward ascertaining the existence, location, quantity, quality or commercial value of deposits of gold or silver (at the Kumtor Project or elsewhere in the Kyrgyz Republic), including activities relating to environmental compliance.

"2003 Investment Agreement" has the meaning given to it in the Recitals.

"Issyk-Kul Contribution" has the meaning given to it in Section 1.4.3(c).

"Treasury Shares" has the meaning given to it in Section 2.1(b).

"Cameco" has the meaning given to it in the Recitals.

"C\$" means the lawful currency for the time being of Canada.

"KGC" has the meaning given to it in the Recitals.

"KOC" has the meaning given to it in the Recitals.

"Controlled Affiliate" means any entity of which Centerra holds a majority of the voting rights, or is a member of and has the right to appoint or remove a majority of its board of directors, or is a Controlled Affiliate of an entity which is itself a Controlled Affiliate of Centerra.

"2003 Concession Agreement" has the meaning given to it in the Recitals.

"Kyrgyzaltyn" has the meaning given to it in the Recitals.

"Kyrgyz Side" has the meaning given to it in the Recitals.

"Kyrgyz Som" means the lawful currency for the time being of the Kyrgyz Republic.

"Kumtor Deposit" means the Minerals existing in, upon, or under those lands

included within the Expanded Concession Area.

"Settlement Agreement" means the agreement entered into among Centerra, KGC and the Kyrgyz Republic in the form of Appendix 3.

"IFC" means International Finance Corporation.

"Gross Proceeds Tax" has the meaning given to it in Section 1.4.2.

"Taxes" means taxes, duties, rates, royalties, withholding obligations, deductions or other governmental charges whatsoever, however characterized, and whether assessed by the Kyrgyz Republic or by any national, regional, municipal, local or administrative instrumentality of the Kyrgyz Republic.

"Unknown Environmental Damage" means material damage to the natural environment and/or human health caused by Kumtor Project operations that arises or is discovered after the date of execution of this Agreement on New Terms, but only to the extent that such damage was not reported or actually known to any governmental authority in the Kyrgyz Republic as of the date of execution of this Agreement on New Terms.

"New Tax Regime" has the meaning given to it in Section 1.4.1.

"Support Undertakings" has the meaning given to it in paragraph 1(b) of Schedule A.

"Final Arbitral Award" has the meaning given to it in Section 3.1.

"EMAP" has the meaning given to it in Section 5.4(a).

"Restated Investment Agreement" means the 2003 Investment Agreement, as amended pursuant to Section 6.2(d) of this Agreement on New Terms.

"Restated Shareholders' Agreement" means the 2004 Shareholders' Agreement, as amended pursuant to Section 6.2(d) of this Agreement on New Terms.

"Restated Project Agreements" means:

(i) the 2003 Project Agreements as amended pursuant to Section 6.2(d);

(ii) the Custodian Agreement;

(iii) the Settlement Agreement;

(iv) the Release Agreement; and

(v) the Gold and Silver Sales Agreement as amended pursuant to Section 6.2(d) of this Agreement on New Terms,

each in the form and substance agreed between the relevant Parties pursuant to Section 6.2(d), other than the 2003 Restructuring Agreement and the 2003 Termination Agreement which will not be restated.

"Restated Concession Agreement" means the 2003 Concession Agreement, as amended pursuant to Section 6.2(d) of this Agreement on New Terms.

"Price Period" has the meaning given to it in Section 2.3(b)(ii).

"Arbitration Termination Letter" means the letter of termination of arbitration proceedings substantially in the form of Exhibit 1 to Appendix 3.

"Scheduled Reclamation Date" means the date of commencement of final reclamation works indicated in such notice (or, in its absence, the approved final closure plan).

"Payment Period" has the meaning given to it in Section 1.4.3(e)(i).

"Minerals" means all nonviable substances formed by the processes of nature that occur on or under the surface of the ground, regardless of chemical or physical state.

"Cameco Transferee" has the meaning given to it in Section 2.4(b).

"Shipment No. 294" means the shipment of dore from KOC to the refinery of Kyrgyzaltyn on December 30, 2008 with an agreed value of US\$ 24396296,94.

"Government" has the meaning given to it in the Recitals.

"Products" means products containing gold and silver extracted under the New Tax Regime Activities, namely refined gold and silver and gold and silver bullion and dore (but excluding ore and ore concentrate).

"Kumtor Project" has the meaning given to it in the Recitals.

"Project Companies" has the meaning given to it in the Recitals.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which banks in New York, New York, United States of America and Bishkek, Kyrgyzstan are not required or authorized to close.

"Expanded Concession Area" has the meaning given to it in Section 1.2.

"Compensation Award" means, with respect to a Compensation Claim, a final arbitral award issued pursuant to paragraph 10 of Schedule A, ruling in favor of Cameco or the Kyrgyz Side with respect to such Compensation Claim and specifying the amount of compensation, if any, (including interest and costs) payable by the Kyrgyz Side in respect of such Compensation Claim.

"Exit Transaction" has the meaning given to it in paragraph 3 of Schedule A.

"Aggregate Required Amount" has the meaning given to it in Section 1.4.3(e) (i).

"Agreed Form" means, in relation to any document, the form of that document which has been initialled by or on behalf of the relevant Parties indicating that the relevant Parties agree with the exact form and substance of the document they initialled. For the purposes of Sections 6.1 and 6.2(b) this shall be Cameco, Centerra and the Government, and for the purposes of paragraph 3 of Schedule A this shall be Cameco and the Government.

"2004 Shareholders' Agreement" has the meaning given to it in the Recitals.

"Gold and Silver Sales Agreement" means the Gold and Silver Sales Agreement, dated March 5, 1997, among KOC, on behalf of KGC, Kyrgyzaltyn and the Government, as amended (including pursuant to Section 6.2(d) of this Agreement on New Terms and as amended by the Gold Payment Agreement).

"Agreement on New Terms" has the meaning given to it in the Recitals.

"2003 Termination Agreement" has the meaning given to it in the Recitals.

"2003 Restructuring Agreement" has the meaning given to it in the Recitals.

"Release Agreement" has the meaning given to it in Section 1.3.4.

"2003 Project Agreements" has the meaning given to it in the Recitals.

"Volume Weighted Average Trading Price" means the volume weighted average trading price of Centerra's common shares, calculated by dividing the total value by the total volume of common shares traded for the relevant period. A sample calculation of the Volume Weighted Average Trading Price is set out in Schedule B.

"Parties" has the meaning given to it in the Recitals.

"Tax Adjustment Amount" has the meaning given to it in Section 1.3.3(b).

"Payment Amount" has the meaning given to it in Section 1.3.3(a).

"Reclamation Trust Fund" has the meaning given to it in Section 4.4.

"Compensation Claim" has the meaning given to it in paragraph 1(c) of Schedule A.

"Potential Claim Notice" has the meaning given to it in paragraph 4 of Schedule A.

"Compensation Claim Notice" has the meaning given to it in paragraph 5 of Schedule A.

"New Terms Agreement Legend" has the meaning given to it in Section 2.2(a).

"Disruption Toss" has the meaning given to it in Section 1.4.3(c).

"Fund" means the Issyk-Kul Oblast Development Fund of the Kyrgyz Republic.

"TSX" means the Toronto Stock Exchange.

"Ex Works" means that the seller delivers when the seller places the goods at the disposal of the buyer at the seller's premises or another named place not cleared for export and not loaded on any collecting vehicle, and title to goods and associated risks pass to the buyer.

"Centerra" has the meaning given to it in the Recitals.

6.6. Governing Law. This Agreement on New Terms (and any claims or disputes arising out of or in connection with the same) shall in all respects be governed by and construed in accordance with the laws of the State of New York including all matters of construction, interpretation, validity and enforcement, without regard to any conflict of law rules or principles that might lead to the application of the laws of any other jurisdiction.

6.7. Dispute Resolution.

(a) Except as otherwise provided in Section 6.7(b) below, any disputes, claims, differences or controversies between the Parties arising out of or in connection with this Agreement on New Terms shall be resolved in accordance with the dispute resolution provision set out in Article XII of the 2003 Investment

Agreement which is hereby incorporated by reference (without prejudice to any dispute regarding the validity of that agreement).

(b) Any disputes, claims, differences or controversies between the Parties arising out of or in connection with Section 2.3(a), Section 2.3(b) and Schedule A to this Agreement on New Terms, and which the parties have specifically agreed to submit to expedited arbitration in accordance therewith, shall be resolved pursuant to this Section 6.7(b). The expedited arbitration shall be conducted under the UNCITRAL Rules of Arbitration by an arbitrator agreed to by the relevant Parties prior to the Completion Date, acting as sole arbitrator in an arbitration administered by the Permanent Court of Arbitration.

#### Arbitrator Nomination

In the event that the arbitrator selected by the relevant Parties pursuant to the preceding paragraph is for any reason unable or unwilling to serve as sole arbitrator in such expedited arbitration, an alternate arbitrator shall be selected by the Permanent Court of Arbitration, which shall make the nomination as promptly as possible but no later than 20 Business Days from the date on which either or both Parties request that it make the nomination.

#### Time Periods

The periods of time fixed by the sole arbitrator for the communication of written statements (including the reply to the Notice of Arbitration, if any, the Statement of Claim and the Statement of Defense) should not exceed 20 Business Days. The sole arbitrator may extend the time limits if he or she concludes that an extension is justified.

A claim or counterclaim may be increased in amount, or a new or different claim or counterclaim added, upon the agreement of the other party, or the consent of the arbitrator. After the arbitrator is appointed, however, no new or different claim or counterclaim may be submitted except with the arbitrator's consent.

#### No Hearing

Where no Party's claim exceeds US\$ 10000, exclusive of interest and arbitration costs, and other cases in which the parties agree, the dispute shall be resolved by submission of documents, unless any party requests an oral hearing, or the arbitrator determines that an oral hearing is necessary. The arbitrator shall establish a fair and equitable procedure for the submission of documents.

#### Evidentiary Hearing

In cases in which a hearing is to be held, the arbitrator shall set the date, time, and place of the hearing, to be scheduled to take place within 45 Business Days of confirmation of the arbitrator's appointment.

At least 2 Business Days prior to the hearing, the parties shall exchange copies of all exhibits they intend to submit at the hearing. The arbitrator shall resolve disputes concerning the exchange of exhibits.

Generally, the hearing shall not exceed 2 days. Each Party shall have equal opportunity to submit its proofs and complete its case. The arbitrator shall determine the order of the hearing, and may require further submission of documents within 2 days after the hearing. for good cause shown, the arbitrator may schedule additional hearings within 7 business days after the initial day of hearings.

#### Seat and Language

The seat of this expedited arbitration proceeding shall be Stockholm, Sweden and it shall be conducted in the English language.

#### Award

Unless otherwise agreed by the parties, the award shall be rendered not later than 14 Business Days from the date of the closing of the hearing or, if oral hearings have been waived, from the date of the transmittal of the final statements and proofs to the arbitrator by the Permanent Court of Arbitration.

All awards issued by the sole arbitrator shall be final and binding upon the Parties and shall not be subject to appeal to, or review of any kind by, any court or tribunal of any kind, provided, however, that either party may take action in any court of competent jurisdiction to enforce such decision. For this purpose only, the Government hereby irrevocably waives any immunity from legal process or jurisdiction it may now or hereafter have, on grounds of sovereignty or otherwise.

6.8. Language. This Agreement on New Terms has been signed in English and Russian languages, both of which shall be of equal force.

6.9. Notices. Notices under this Agreement on New Terms (including its Appendices and Schedules) to a party shall be given in writing (including delivery in person or by prepaid courier), properly addressed to each party to whom given. A notice hereunder is given only when received by the party to whom such notice is directed, as follows:

In the case of notice to Centerra:

Centerra Gold Inc.  
1 University Avenue, Suite 1500  
Toronto, Ontario  
Canada  
M5J 2P1  
Attention: The President

In the case of notice to Cameco:

c/o Cameco Corporation  
2121-11th Street West  
Saskatoon, Saskatchewan  
Canada  
S7M 1J3  
Attention: The Vice President Law and General Counsel

In the case of notice to KGC and/or KOC:

24 Ibraimov Street  
Bishkek 720031  
Kyrgyz Republic  
Attention: The President

In the case of notice to the Government:

Dom Pravitelstva  
Bishkek 720003  
Kyrgyz Republic  
Attention: Prime Minister

In the case of notice to Kyrgyzaltyn:

Ulitsa Abdumomunova, dom 195  
Bishkek 720040  
Kyrgyz Republic  
Attention: Chairman of the Board of Directors

In determining the number of days for the giving of notice, the required number of days shall be calculated exclusive of the first day and inclusive of



the last; and where the time limited for the giving of notice falls upon a day that is not a Business Day. the time so limited extends to the Business Day first following that day.

6.10. Non-Waiver and Reservation of Rights.

By entering into this Agreement on New Terms, Centerra, KGC and the Government do not waive any of their rights, claims or defenses in connection with the Arbitration, but expressly reserve all of their rights, claims and defenses including, without limitation, any and all defenses concerning the validity and effectiveness of the 2003 Project Agreements. This non-waiver and reservation provision shall remain in full force and effect until the Completion Date. This non-waiver and reservation provision shall immediately terminate upon execution of the Settlement Agreement and the execution and filing of the Arbitration Termination Letter, (as provided therein).

Signatures

Signed by the parties listed below in Bishkek, Kyrgyz Republic, this 24th day of April, 2009.

Government of the Kyrgyz Republic,  
on behalf of the Kyrgyz Republic  
Name: I.Chudinov  
Title: Prime Minister

Kyrgyzaltyn ISC  
Name: Almazbek Djakypov  
Title: President

Centerra Gold INC.  
Name: Stephen Lang  
Title: President and Chief Executive Officer  
Name: Bruce Walter  
Title: Vice Chairman

Kumtor Gold Company CJSC  
Name: Андрей Сазанов  
Title: Президент  
Name:  
Title:

Kumtor Operating Company CJSC  
Name: Robert D. Wunder  
Title: President KOC  
Name:  
Title:

Cameco Corporation  
Name: Gerald W. Grandey  
Title: President and Chief Executive Officer  
Name: O. Kim Goheen  
Title: Senior Vice-President and  
Chief Financial Officer

Appendix 1  
to Agreement on New Terms

The Expanded Concession Area shall constitute the territory within the boundaries indicated in the chart set forth below, being the entire area of

KGC's exploration and development license No. 79-97 as in effect on December 8, 2005.

Appendix 2  
to Agreement on New Terms

1) If the Exit Transaction(s) result in Cameco, acting reasonably and in good faith, receiving gross consideration of C\$ 9 or more per Cameco Centerra Share, the number of Cameco Contributed Shares to be released to Kyrgyzaltyn shall be 25300000 shares.

2) If the Exit Transaction(s) result in Cameco, acting reasonably and in good faith, receiving gross consideration of less than C\$ 9 but more than C\$ 5,50 per Cameco Centerra Share, then the number of Cameco Contributed Shares to be released to Kyrgyzaltyn shall be adjusted according to the following formula:

$\text{Cameco Contributed Shares} = 14072623 + 3207822 \times (\text{gross exit price per share} - \text{C\$ } 5,50).$

3) If the Exit Transaction(s) result in Cameco, acting reasonably and in good faith, receiving gross consideration of C\$ 5,50 or less per Cameco Centerra Share, the number of Cameco Contributed Shares to be released to Kyrgyzaltyn shall be 14072623 shares.

Where the number of Cameco Contributed Shares held by the Custodian has been reduced pursuant to any return of the Cameco Contributed Shares to Cameco pursuant to one or more Compensation Awards and is thus less than the number of Cameco Contributed Shares that would otherwise be required to be released to Kyrgyzaltyn as calculated pursuant to this Appendix 2, then, on the Share Release Date, the Custodian shall release to Kyrgyzaltyn all of the Cameco Contributed Shares then held by the Custodian, subject to the other provisions of this Agreement on New Terms. For the avoidance of doubt, Cameco shall be under no obligation to make up the difference between the actual number of Cameco Contributed Shares that are released and the number that would have been released but for their return to Cameco pursuant to one or more Compensation Awards.

Upon any such release of Cameco Contributed Shares to Kyrgyzaltyn, any excess Cameco Contributed Shares held by the Custodian (if applicable) shall be returned to Cameco.

For the purposes of this Appendix 2, "gross consideration" shall mean the total consideration received by Cameco from any acquirer of the Cameco Contributed Shares without deduction of any commissions or other selling expenses.

For the purposes of this Appendix 2, in the event of multiple Exit Transactions, the price per Cameco Centerra Share shall be calculated as the volume weighted average price of the aggregate Exit Transactions, calculated in the same manner as the Volume Weighted Average Trading Price.

Upon the occurrence of the Cameco Exit, Cameco shall immediately notify the Kyrgyz Side in writing and shall within 20 Business Days thereafter have KPMG (or an equivalent internationally recognized accounting firm) prepare and deliver to the Kyrgyz Side a comprehensive report for the benefit of Cameco and the Kyrgyz Side (a) describing the structure used for the Exit Transaction(s), (b) confirming the Volume Weighted Average Price of the Centerra common shares sold in the Exit Transaction(s), and (c) setting out full details of the information and calculations on which their conclusions were based.

Appendix 3  
to Agreement on New Terms

FORM  
of Settlement Agreement

This Settlement Agreement (this "Agreement") is between Centerra Gold Inc. ("Centerra"), a company incorporated under the federal laws of Canada, Kumtor Gold Company CJSC ("KGC"), a closed-stock company organized under the laws of the Kyrgyz Republic and the Kyrgyz Republic acting through its Government (the "Government"). Collectively, Centerra, KGC and the Government are referred to herein as the "Parties".

#### Recitals

Whereas, Centerra, KGC and the Government are parties to an arbitration proceeding under the UNCITRAL Rules of Arbitration entitled Centerra Gold Inc., and Kumtor Gold Company v. The Kyrgyz Republic, PCA Case No. AA278, currently pending under the administration of the Permanent Court of Arbitration (the "Arbitration"). The Arbitration was suspended on October 9, 2008;

Whereas, in the Arbitration, Centerra and KGC, on the one hand, and the Government, on the other, have asserted claims and defenses with respect to the Restructuring Agreement among Kyrgyzaltyn JSC, Cameco Corporation, Cameco Gold Inc. and Centerra, dated as of December 31, 2003, the Investment Agreement among the Government, Centerra and KGC, dated as of December 31, 2003, the Amended and Restated Concession Agreement between the Government and KGC, dated as of December 31, 2003, and the Master Agreement Novation and Termination Agreement among Kyrgyzaltyn, Cameco, Centerra and the Government, dated as of December 31, 2003 (collectively, the "New Kumtor Documents"). Among other issues, Centerra, KGC and the Government differ as to whether the New Kumtor Documents ever entered into force and effect and, as a result, whether they are valid, binding and enforceable;

Whereas, the Parties are parties to the Agreement on New Terms for the Kumtor Project, dated April 24, 2009 (the "Agreement on New Terms"; capitalized terms used herein but not defined shall have the meanings given to them in the Agreement on New Terms);

Whereas, the Parties have agreed to compromise and settle all of their respective claims and defenses in the Arbitration for and in consideration of the mutual covenants, promises and agreements contained herein, the adequacy and sufficiency of which as consideration are hereby acknowledged.

Now, therefore, it is hereby agreed by and among the Parties as follows:

#### Agreement

##### 1. Termination of the Arbitration.

Simultaneously with the execution and delivery of this Agreement, counsel for the Arbitration Parties shall execute and file a joint request in the form of Exhibit 1 hereto (the "Arbitration Termination Letter"), that all claims and counterclaims asserted by the Arbitration Parties in the Arbitration be withdrawn, without leave to re-file those claims and counterclaims. The Arbitration Termination Letter shall be filed with sole arbitrator Professor Albert Jan van den Berg ("Arbitrator") and with the Permanent Court of Arbitration.

##### 2. Releases and Covenants Not to Sue.

2.1. Centerra and KGC Release and Covenant Not to Sue. Centerra and KGC, on behalf of themselves and their successors and assigns and any other person or entity who may make a claim in their name, hereby fully and forever release and discharge the Government and each of its agencies, departments, and subdivisions, and all of their respective officers, directors, and employees, from any and all claims, counterclaims, defenses, obligations, damages, liabilities, demands, actions, causes of action and, in general, demands of any kind or nature, asserted in the Arbitration, and agree and covenant never to bring any action directly or indirectly on any of the claims, counterclaims, defenses, obligations, damages, liabilities, demands, actions, causes of action

or demands so released.

2.2. The Government Release and Covenant Not to Sue.

(a) Except as provided in Section 2.2(b) below, the Government, on behalf of itself and any other person or entity who may make a claim in its name, hereby fully and forever releases and discharges Centerra and KGC, and each of their shareholders, successors and assigns, and all of their respective officers, directors, and employees, from any and all claims, counterclaims, defenses, obligations, damages, liabilities, demands, actions, causes of action and, in general, demands of any kind or nature, asserted in the Arbitration, and agrees and covenants never to bring any action directly or indirectly on any of the claims, counterclaims, defenses, obligations, damages, liabilities, demands, actions, causes of action or demands so released.

(b) This release shall not apply to any claims, counterclaims, defenses, obligations, damages, liabilities, demands, actions, causes of action and, in general, demands of any kind or nature, that the Government may have in connection with or relating to (i) Unknown Environmental Damage, (ii) the Tax Adjustment Amount; or (iii) the Final Arbitral Award referred to in Section 3.1 of this Agreement on New Terms (or any dispute arising thereto).

2.3. The Parties' respective releases and covenants not to sue contained in paragraphs 2.1 and 2.2 above, are conditioned upon, and shall not become effective until the Parties execute and file the Arbitration Termination Letter in accordance with paragraph 1 hereto.

2.4. The Parties expressly reserve, and do not release or covenant not to sue with respect to, any and all claims based on any breach of this Agreement or, with respect to any mailers arising on or after the date hereof, any and all claims based on any breach of the Agreement on New Terms or the Restated Project Agreements to which Centerra, KGC and the Government are a party (arising on or after the date hereof).

3. Costs, Fees and Expenses. Each Party shall bear its own costs and expenses in connection with this Agreement.

4. Consequences of Prosecution of Released Claims. This Agreement shall be deemed breached, and a cause of action accrued thereon immediately, upon the commencement or continuation of any action based upon any claim, demand, action or cause of action released by this Agreement, in any such action, this Agreement may be pleaded as a defense, or by way of counterclaim.

5. Survival of Covenants and Warranties. All covenants and warranties contained in this Agreement are contractual, not mere recitals, and shall survive the execution of this Agreement.

6. Authority and Non-assignment. Each of Centerra and KGC (in each case in respect of itself) warrants to the Government that it has full authority to enter into this Agreement, and further warrants that it has not assigned or transferred any claim released under this Agreement. The Government warrants to Centerra and KGC that it has full authority to enter into this Agreement (in the Government's case, on behalf of the Kyrgyz Republic), and further warrants that it has not assigned or transferred any claim released under this Agreement.

7. Denial of Liability. By entering into this Agreement, no Party is admitting any liability to the other, liability being expressly denied.

8. No Confidentiality. Any Party may disclose the full text of this Agreement or any part thereof and discuss its terms in public, both verbally and in writing.

9. Miscellaneous.

9.1. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their successors and assigns.

9.2. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any choice of law or conflict of law provisions or principles.

9.3. Amendment or Termination. This Agreement may not be modified, superseded, terminated or amended, and no provision hereby may be waived, except by a writing signed by both Parties or their authorized representatives.

9.4. Severability. If a court of competent jurisdiction or arbitrator enters a final judgment or award holding invalid any non-material provision of this Agreement, the remainder of this Agreement shall be fully enforceable.

9.5. Integration. The Agreement on New Terms and this Agreement (including Exhibit 1 hereto) constitute the entire Agreement among the Parties regarding the settlement of the Arbitration, and supersede any and all prior agreements and understandings, written or oral, relating to the settlement of the Arbitration.

9.6. Headings. The headings of sections herein are intended solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

9.7. Counterparts. This Agreement may be executed in counterparts, each of which shall have full force and effect and, when taken together, shall be deemed one and the same document. A signature transmitted by facsimile shall have the same force and effect as an original signature.

9.8. Arbitration. Any dispute arising out of or in connection with this Agreement ("Dispute") shall be referred to and finally resolved by arbitration under the UNCITRAL Rules of Arbitration, which are incorporated by reference into this paragraph. The Dispute shall be resolved by a sole arbitrator chosen by the Parties by mutual agreement. If no agreement is reached, the Permanent Court of Arbitration in the Hague shall act as the Appointing Authority pursuant to Article 6(a) of the UNCITRAL Rules of Arbitration. The place of arbitration shall be Stockholm, Sweden. The language of the arbitral proceedings shall be English. The award issued by the Arbitrator shall be final and binding upon the Parties and shall not be subject to appeal or review. Either Party may take action in any court of competent jurisdiction to enforce such decision. For purposes of this clause only, the Government hereby irrevocably waives any immunity from legal process or jurisdiction it may now or hereafter have, on grounds of sovereignty or otherwise.

In witness whereof, this Agreement has been executed on [Completion Date], 2009.

Centerra Gold INC.

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

Kumtor Gold Company CISC

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

The Kyrgyz Republic acting  
through its Government

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

Exhibit 1  
to Appendix 3  
to Agreement on New Terms

FORM  
of Arbitration Termination Letter

Letter of Termination of the  
Arbitration Proceedings

[Completion Date], 2009

VIA Facsimile and E-mail

Prof. Albert Jan van den Berg  
Sole Arbitrator  
Hanotiau & van den Berg  
Avenue Louise 480, B.9 (IT Tower)  
Brussels 1050, Belgium  
ajvandenberghvdb.com

Ms. Judith Levine  
Legal Counsel  
Permanent Court of Arbitration  
Peace Palace  
Carnegieplein 2  
2517 KJ The Hague  
The Netherlands  
jlevine@pca-cpa.org

Re: Centerra Gold Inc., and Kumtor Gold Company v. The Kyrgyz  
Republic, PCA Case No. AA278

Dear Professor van den Berg and Ms. Levine,

On behalf of our respective clients, we are pleased to announce that the Parties have amicably settled the disputes that are the subject of the referenced arbitration. The Parties therefore formally withdraw their respective claims and counterclaims, and request that the proceedings in this arbitration be terminated. The Parties wish to point out that the settlement of this arbitration is made with prejudice, that is, no party is entitled to re-introduce at a later date any of the claims raised in the arbitration.

The Parties agree that each of them shall bear the costs, fees and expenses that it incurred in connection with the arbitration. Moreover, all costs, fees and expenses paid or payable to the Permanent Court of Arbitration and to the arbitrator in connection with the arbitration shall be borne equally by the Claimants on the one hand and the Respondent on the other.

Sincerely,

---

Attorneys for Claimants Attorneys for Respondent

Appendix 4  
to Agreement on New Terms

FORM  
of Release Agreement

This Settlement Agreement (this "Agreement") is by and among Centerra Gold Inc. ("Centerra"), Kumtor Gold Company CJSC ("KGC"), Kumtor Operating Company CISC ("KOC"), Cameco Corporation ("Cameco"), Cameco Gold Inc. ("Cameco Gold"), Kumtor Mountain Corporation ("KMC") the Government of the Kyrgyz Republic acting on behalf of the Kyrgyz Republic (the "Government"), and Kyrgyzaltyn JSC ("Kyrgyzaltyn"). Collectively, Centerra, KGC, KOC, Cameco, Cameco Gold and KMC and the Government and Kyrgyzaltyn are referred to herein as the "Parties".

Recitals

Whereas, the Parties (other than Cameco Gold and KMC) have entered into an Agreement on New Terms for the Kumtor Project on April 24, 2009 (the "Agreement on New Terms"; capitalized terms used herein but not defined shall have the meanings given to them in the Agreement on New Terms);

Whereas, the Parties have agreed to release each other from any claims in respect of any matter arising or existing prior to the date hereof, whether such matters are known or unknown on the date hereof, for and in consideration of the mutual covenants, promises and agreements contained herein, the adequacy and sufficiency of which as consideration are hereby acknowledged;

Now, therefore, it is hereby agreed by and between the Parties as follows:

#### Agreement

##### 1. Releases and Covenants Not to Sue.

##### 1.1. Centerra, KGC, KOC, Cameco, Cameco Gold and KMC Release and Covenant Not to Sue.

Each of Centerra, KGC, KOC, Cameco, Cameco Gold and KMC on their own behalf and on behalf of their successors and assigns and any other person or entity who may make a claim in their name, hereby fully and forever releases and discharges each of the Government and Kyrgyzaltyn and each of their agencies, departments, subdivisions, shareholders, successors and assigns, as applicable, as well as all of their respective officers, directors, and employees, from any and all claims, counterclaims, defenses, obligations, damages, liabilities, demands, actions, causes of action and, in general, demands of any kind or nature, in respect of any matter (including any tax or fiscal matters) arising or existing prior to the date hereof, whether such matters are known or unknown on the date hereof and regardless of whether such claims, counterclaims, defenses, obligations, damages, liabilities, demands, actions, causes of action or demands have been asserted in any arbitration or litigation, and agree and covenant never to bring any action directly or indirectly on any of the claims, counterclaims, defenses, obligations, damages, liabilities, demands, actions, causes of action or demands so released.

##### 1.2. Government and Kyrgyzaltyn Release and Covenant Not to Sue.

(a) Except as provided in Section 1.2(b) below, the Government and Kyrgyzaltyn on their own behalf and on behalf of their successors and assigns and any other person or entity who may make a claim in their name, hereby fully and forever release and discharge each of Centerra, KGC, KOC, Cameco, Cameco Gold and KMC and each of their shareholders, successors and assigns, and all of their respective officers, directors, and employees, from any and all claims, counterclaims, defenses, obligations, damages, liabilities, demands, actions, causes of action and, in general, demands of any kind or nature, in respect of any matter (including any tax or fiscal matters) arising or existing prior to the date hereof, whether such matters are known or unknown at the date hereof and regardless of whether such claims, counterclaims, defenses, obligations, damages, liabilities, demands, actions, causes of action or demands have been asserted in any arbitration or litigation, and agree and covenant never to bring any action directly or indirectly on any of the claims, counterclaims, defenses, obligations, damages, liabilities, demands, actions, causes of action or demands so released.

(b) This release shall not apply to any claims, counterclaims, defenses, obligations, damages, liabilities, demands, actions, causes of action and, in general, demands of any kind or nature, that the Government may have (i) against KGC or KOC in connection with or relating to (x) Unknown Environmental Damage or (y) the Tax Adjustment Amount, or (ii) against Cameco or KOC in connection with or relating to the Final Arbitral Award referred to in Section 3.1 of this Agreement on New Terms (or any dispute arising thereto).

1.3. The Parties expressly reserve, and do not release or covenant not to sue with respect to, any and all claims based on any breach of this Agreement

or, with respect to any matters arising on or after the date hereof, any and all claims based on any breach of the Agreement on New Terms or the Restated Project Agreements to which Centerra, KGC, KOC, Cameco, Cameco Gold, KMC, the Government and Kyrgyzaltyn are a party (arising on or after the date hereof).

2. Costs, Fees and Expenses. Each Party shall bear its own costs and expenses in connection with this Agreement.

3. Consequences of Prosecution of Released Claims. This Agreement shall be deemed breached, and a cause of action accrued thereon immediately, upon the commencement or continuation of any action based upon any claim, demand, action or cause of action released by this Agreement. In any such action, this Agreement may be pleaded as a defense, or by way of counterclaim.

4. Survival of Covenants and Warranties. All covenants and warranties contained in this Agreement are contractual, not mere recitals, and shall survive the execution of this Agreement.

5. Authority and Non-assignment. Each of Centerra, KGC, KOC, Cameco, Cameco Gold and KMC warrants to the Government and Kyrgyzaltyn that it has full authority to enter into this Agreement, and further warrants that it has not assigned or transferred any claim released under this Agreement. The Government and Kyrgyzaltyn warrant to Centerra, KGC, KOC, Cameco, Cameco Gold and KMC that they have full authority to enter into this Agreement, and further warrants that they have not assigned or transferred any claim released under this Agreement.

6. Denial of Liability. By entering into this Agreement, neither Party is admitting any liability to the other, liability being expressly denied.

7. No Confidentiality. Any Party may disclose the full text of this Agreement or any part thereof and discuss its terms in public, both verbally and in writing.

8. Miscellaneous.

8.1. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their successors and assigns.

8.2. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any choice of law or conflict of law provisions or principles.

8.3. Amendment or Termination. This Agreement may not be modified, superseded, terminated or amended, and no provision hereby may be waived, except by a writing signed by both Parties or their authorized representatives.

8.4. Severability. If a court of competent jurisdiction or arbitrator enters a final judgment or award holding invalid any non-material provision of this Agreement, the remainder of this Agreement shall be fully enforceable.

8.5. Integration. This Agreement constitutes the entire Agreement among the Parties regarding the subject matter contained herein, and supersedes any and all prior agreements and understandings, written or oral, relating to the subject matter contained herein.

8.6. Headings. The headings of sections herein are intended solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

8.7. Counterparts. This Agreement may be executed in counterparts, each of which shall have full force and effect and, when taken together, shall be deemed one and the same document. A signature transmitted by facsimile shall have the same force and effect as an original signature.

8.8. Arbitration. Any dispute arising out of or in connection with this Agreement ("Dispute") shall be referred to and finally resolved by arbitration under the UNCITRAL Rules of Arbitration, which are incorporated by reference into this paragraph. The Dispute shall be resolved by a sole arbitrator chosen by the Parties by mutual agreement, if no agreement is reached, the Permanent Court of Arbitration in the Hague shall act as the Appointing Authority pursuant to Article 6(a) of the UNCITRAL Rules of Arbitration. The place of arbitration shall be Stockholm, Sweden. The language of the arbitral proceedings shall be English. The award issued by the Arbitrator shall be final and binding upon the



Parties and shall not be subject to appeal or review. Either Party may take action in any court of competent jurisdiction to enforce such decision. For purposes of this clause only, the Government hereby irrevocably waives any immunity from legal process or jurisdiction it may now or hereafter have, on grounds of sovereignty or otherwise.

In witness whereof, this Agreement has been executed on [Completion Date], 2009.

Centerra Gold INC.

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

Title:

Kumtor Gold Company CISC

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

Title:

Kumtor Operating Company CISC

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

Title:

Cameco Corporation

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

Title:

Cameco Gold INC.

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

Title:

Kumtor Mountain Corporation

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

Title:

The Government of the Kyrgyz Republic,  
acting on behalf of the Kyrgyz Republic

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

Title:

Kyrgyzaltyn JSC

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

Title:

Schedule A  
to Agreement on New Terms

KYRGYZ SIDE SUPPORT OBLIGATIONS

1. Acknowledgement

The Parties acknowledge and agree that:

(a) This Schedule A forms an integral part of the Agreement on New Terms,

and the provisions of the Agreement on New Terms, including but not limited to Article VI, apply to this Schedule A;

(b) The undertakings of the Kyrgyz Side under paragraphs 2 and 3 of this Schedule A constitute the "Support Undertakings" and shall be subject to and limited by all of the provisions of this Schedule A;

(c) The Support Undertakings have been provided for the exclusive benefit of Cameco, whose claims based on any failure to perform or breach of any of the Support Undertakings (each a "Compensation Claim" and collectively, the "Compensation Claims"), shall be limited under Article II of the Agreement on New Terms only to the Cameco Contributed Shares and not by the Treasury Shares;

(d) Except as expressly provided in this Schedule A and in the Agreement on New Terms, none of the provisions of this Schedule A shall limit in any way the Parties' respective rights and obligations under the other provisions of the Agreement on New Terms or the Restated Project Agreements;

(e) No other undertaking, assurance, acknowledgement, or obligation made or assumed by or on behalf of the Kyrgyz Side, other than the Support Undertakings or the adjustment in the number of Cameco Contributed Shares set forth in Appendix 2, may form the basis of or be pleaded in connection with, any claim by Cameco to defer the release of or have returned to it any of the Cameco Contributed Shares under Article II; and

(f) The Parties who are shareholders in Centerra recognize that it is in their mutual interest to see the price of shares in Centerra increase in a sustained manner and shall cooperate to take, at the request of any Party, reasonable steps to achieve a sustained increase in Centerra's share price subject to any Party so requested determining in its sole discretion that is appropriate to do so.

## 2. Depriving Centerra or the Project Companies of Their Rights

The Kyrgyz Side shall procure that no Public Official implement, support, agree to, or threaten to take, any action, including any breach of the Restated Project Agreements, that deprives Centerra KGC and/or KOC, of any of their rights or other benefits in relation to the Kumtor Project, or might reasonably be expected to do so.

For this purpose, any action by a Public Official which results in Centerra, KGC and/or KOC being deprived of any of their material rights or other benefits in relation to the Kumtor Project shall be deemed to be a breach by the Kyrgyz Side of the foregoing Support Undertaking. For the avoidance of doubt, any proposal or threat by a Public Official of whole or partial expropriation or nationalization of the Kumtor Project or KGC and/or KOC, whether or not legislation therefor has been introduced, shall be deemed a breach of this Support Undertaking.

Any legitimate ordinary course enforcement activity by Public Officials permitted by Legislation relating to (a) compliance by the Project Companies with the terms of the Restated Project Agreements, (b) environmental protection or (c) worker health and safety, in each case taken without expropriatory or confiscatory effect, and without the primary intent to increase fiscal benefits to the Kyrgyz Side beyond the benefits provided by this Agreement on New Terms and the Restated Project Agreements, shall not, by itself, be a breach of this Support Undertaking, unless a breach of the Restated Project Agreements.

## 3. Government Support

In relation to any and all Exit Transactions (as defined in the next paragraph) involving 5% or more of the Cameco Centerra Shares as at the date of this Agreement on New Terms, the Government shall provide Cameco with written confirmation in the Agreed form of the Government's support of the Kumtor Project and Centerra on the terms set forth in the Restated Project Agreements and the Agreement on New Terms for the benefit of, and reliance by, potential

acquirers of Cameco Centerra Shares who (in the case of strategic or trade acquirers) have confirmed in writing their interest in acquiring Cameco Centerra Shares in an Exit Transaction. For the avoidance of doubt, any such written confirmation shall expressly state that it is provided to confirm support of the Kumtor Project and Centerra and shall not create a separate cause of action for any potential third party acquirer acting in reliance on such written confirmation provided by the Government.

For the purposes of this Schedule A and the Agreement on New Terms, an "Exit Transaction" means a transaction by which Cameco sells or otherwise transfers any of the Cameco Centerra Shares.

#### 4. Potential Claim Notice

If Cameco becomes aware of a matter or circumstance which may give rise to a Compensation Claim by Cameco (or a series of matters or circumstances that in the aggregate may give rise to a Compensation Claim by Cameco), Cameco shall, as soon as reasonably practicable after Cameco becomes aware of that matter or circumstance (or series of matters or circumstances), give notice (a "Potential Claim Notice") to the Kyrgyz Side specifying that matter or circumstance (or series of matters or circumstances) in reasonable detail and requesting that the Kyrgyz Side take actions to remedy such matter or circumstance (or series of matters or circumstances). Upon giving a Potential Claim Notice to the Kyrgyz Side, Cameco shall also provide copies of such Potential Claim Notice to Centerra and the sole arbitrator agreed by the relevant Parties in accordance with Section 6.7(b) of the Agreement on New Terms.

#### 5. Compensation Claim Notice

If Cameco has given a Potential Claim Notice to the Kyrgyz Side in accordance with paragraph 4 above and Cameco is not satisfied that the matter or circumstance (or series of matters or circumstances) specified in such Potential Claim Notice has been adequately remedied or with the consequences of such remedial activities, then Cameco may, no earlier than the 10th calendar day after such Potential Claim Notice was given to the Kyrgyz Side and no later than the 90th calendar day after such Potential Claim Notice was given to the Kyrgyz Side, give notice of a Compensation Claim (the "Compensation Claim Notice") to the Kyrgyz Side and the sole arbitrator agreed by the relevant Parties in accordance with Section 6.7(b) of the Agreement on New Terms, specifying the matter or circumstance (or series of matters or circumstances) giving rise to the Compensation Claim in reasonable detail together with the relevant facts (including, without limitation, Cameco's estimate, on a non-prejudicial basis, of the amount of such Compensation Claim) and thereby commence the expedited arbitration proceedings in accordance with paragraph 10 of this Schedule A. Upon giving the Compensation Claim Notice to the Kyrgyz Side and the sole arbitrator, Cameco shall also provide a copy of such Compensation Claim Notice to Centerra.

#### 6. Calculation of Compensation Claims

If the breach of a Support Undertaking (a) results in a potential acquirer not consummating a proposed acquisition of Cameco Centerra Shares, then the Compensation Claim shall be for the difference between the value that would have been paid by such acquirer (if ascertainable) and the market value of such shares as of the date of the Compensation Claim Notice (or, if later sold by Cameco, the value received in such sale) or (b) is not in the context of a transaction with a proposed acquirer (or the value that would have been paid by such acquirer is not ascertainable), then the Compensation Claim shall be for the amount by which the value of Cameco's entire Centerra shareholding, on the date of the Compensation Claim Notice, is less than what it would have been but for the breach of the Support Undertaking.

## 7. Financial Limits

(a) Without prejudice to the continuing obligations of the Kyrgyz Side under the Restated Project Agreements and any claims arising thereunder, the only relief to which Cameco shall be entitled under this Schedule A in connection with any breach of the Support Undertakings shall be a Compensation Claim determined in accordance with the provisions of this Schedule A.

(b) Cameco shall not issue a Compensation Claim Notice in respect of any Compensation Claim unless the amount of the damages to which Cameco would be entitled as a result of that Compensation Claim exceeds US\$ 1000000.

(c) The maximum aggregate liability of the Kyrgyz Side to Cameco in respect of any and all Compensation Claims shall be the forfeiture to Cameco of all the Cameco Contributed Shares in accordance with the provisions of Article II.

## 8. Termination of Support Undertakings

The liability of the Kyrgyz Side to Cameco in respect of the Support Undertakings shall terminate on the Share Release Date, except in respect of any Compensation Claim(s) for which Cameco has given a Compensation Claim Notice in accordance with paragraph 5 of this Schedule A prior to the Share Release Date, provided, however, that any such termination of liability to Cameco shall be without prejudice to the continuing obligations of the Kyrgyz Side under the Restated Project Agreements.

## 9. Mitigation

Nothing in this Agreement on New Terms shall be deemed to relieve Cameco from any common law duty to mitigate any loss or damage incurred by it as a result of any breach of the Support Undertakings. In addition, if Cameco has given the Kyrgyz Side a Potential Claim Notice in accordance with paragraph 4 of this Schedule A, then, for as long as the Kyrgyz Side is engaged in good faith efforts to remedy the mailers identified in such Potential Claim Notice, Cameco shall use good faith efforts to minimize any Compensation Claim that eventually results from such Potential Claim Notice.

## 10. Expedited Arbitration Proceeding

The Parties agree that the existence and amount of any and all Compensation Claims shall be determined in an expedited arbitration proceeding in accordance with Section 6.7(b) of the Agreement on New Terms. Following an award finding that there has been a breach of a Support Undertaking, the Parties agree that the following procedure shall apply:

(i) The burden of proof in establishing the amount of any Compensation Claim shall rest with Cameco.

(ii) Within 15 days after receipt by the parties of an arbitral award finding that there has been a breach of a Support Undertaking, Cameco shall submit its claim setting out the amount of the Compensation Claim it is claiming arose from the breach or breaches that were the subject of such award, calculated on the basis provided in paragraph 6 of this Schedule A. Accompanying with this submission shall be all the documentary evidence (including any witness statements and expert opinions) upon which Cameco relies in this regard.

(iii) Within 15 days after receipt of the submission referred to in (ii) above, the Kyrgyz Side shall submit its response to that submission and set out what it claims the amount of the Compensation Claim (if any) should be. Accompanying this submission shall be all the documentary evidence (including any witness statements and expert opinions) upon which Kyrgyz Side relies.

(iv) If either party requests it, the arbitrator shall conduct a oral hearing as soon as practicable after receipt of the submission referred to in

(iii) above.

(v) Within 10 Business Days (or as soon as practicable thereafter) after receipt of the submission referred to in (iii) above or, if applicable, any oral hearing, the sole arbitrator shall select one of the above submissions as governing, and issue the Compensation Award stating that amount as the amount of the Compensation Claim.

(vi) As soon as practicable thereafter, the arbitrator shall calculate the number of Cameco Contributed Shares that should be released to Cameco by the Custodian, calculated in accordance with the formula set forth in Section 2.3(f) of the Agreement on New Terms and provide the same to the parties and the Custodian in writing.

(vii) The sole arbitrator shall award costs, fees and expenses of the expedited arbitration proceeding to either or both parties in its discretion.

Schedule B  
to Agreement on New Terms

SAMPLE CALCULATION  
of Volume Weighted Average Trading Price

Sample calculation for a period of two consecutive trading days:

Day 1

Trade A: 1 Share of Centerra @ C\$ 4,50. C\$ 4,50 total paid.

Trade B: 2 Shares of Centerra @ C\$ 5,00. C\$ 10,00 total paid.

Day 2

Trade C: 1 Share of Centerra @ C\$ 5,00. C\$ 5,00 total paid.

Trade D: 3 Shares of Centerra (a) C\$ 6,00. C\$ 18,00 total paid.

Total Shares Sold = 7

Total Amount Paid = C\$ 37,50

Volume Weighted Average Trading Price for period = (Total Amount Paid/Total Shares Sold) = C\$ 37,50 / 7 = C\$ 5,36