CANADA
PROVINCE OF QUEBEC
DISTRICT OF QUÉBEC

NO.: 200-17-016492-126

SUPERIOR COURT
(Commercial Division):

IN THE MATTER OF THE RECEIVERSHIP OF:

CENTURY MINING CORPORATION, a corporation duly constituted having its principal place of business at 288 Martin Street, Suite 210, in the city of Blaine, state of Washington, United States, 98230

Debtor

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust corporation incorporated under the laws of Canada, having as its head office in the City of Toronto, in the Province of Ontario, and a place of business at 1500 University Street, Suite 700, Montreal, Province of Quebec, H3A 3S8

Collateral Agent/Co-Petitioner

- and -

DEUTSCHE BANK AG, LONDON BRANCH, a corporation duly constituted having its principal place of business at 1 Great Winchester Street, London, England, EC2N 2DB

Principal Secured Creditor/Co-Petitioner

- and -

SAMSON BÉLAIR DELOITTE & TOUCHE INC., a corporation duly constituted having its registered office at 1 Place Ville-Marie, Suite 3000, in the City and District of Montréal, Province of Quebec, H3B 4T9

Proposed Receiver

AMENDED MOTION FOR THE ISSUANCE OF AN ORDER APPOINTING A RECEIVER

(Sections 243 of the *Bankruptcy and Insolvency Act* (the "BIA"))

TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT (COMMERCIAL DIVISION), DISTRICT OF QUÉBEC, OR TO THE REGISTRAR THEREOF, THE PETITIONERS RESPECTFULLY SUBMIT THE FOLLOWING:

I. THE PARTIES

(A) Computershare Trust Company of Canada

1. Computershare Trust Company of Canada ("**Computershare**") is a trust corporation incorporated under the laws of Canada, herein acting as collateral agent to Deutsche Bank AG, London Branch pursuant to a *Collateral Agency Agreement* entered into on November 4, 2011 (as amended, the "**Collateral Agency Agreement**") among Computershare, DB, Century Mining Corporation ("**Century**") and certain guarantors listed thereunder. A copy of the Collateral Agency Agreement is communicated herewith as **Exhibit P-1**.

2. On May 25, 2012, DB has given Computershare written directions (the "**Written Direction**") to, *inter alia*, issue to Century a *Notice of Enforcement of Security* in accordance with s. 244 of the *Bankruptcy and Insolvency Act* (the "**244 Notice**") on behalf and for the benefit of DB. On May 28, 2012, DB has given Computershare further directions to file this Motion.

(B) Deutsche Bank AG, London Branch

3. Deutsche Bank AG ("**DB**") is a corporation duly constituted acting through its London, U.K. Branch, which has its head office and principal place of business located at 1 Great Winchester Street, London, England, EC2N 2DB.

4. As further described below, DB is the principal secured creditor of Century and maintains, through Computershare, in its capacity as collateral agent for DB, security over substantially all of Century's property.

(C) Century Mining Corporation

5. Century is a corporation continued under the *Canada Business Corporations Act*, RSC 1985, c. C-44 and operated, until recently, as a gold producer with its principal mining operations in Val D'Or, Québec (the "**Lamaque Project**") and an indirect majority equity interest in mining operations situated in San Juan, Arequipa, Peru. An organizational chart of Century and its subsidiaries is communicated herewith as **Exhibit P-2**.

6. Prior to the Business Combination (as defined below), Century's shares traded on the TSX Venture Exchange as a Tier 2 issuer under the symbol "CMM".

7. On March 11, 2011, Century entered into a binding agreement with White Tiger Gold Ltd. ("**WTG**") pursuant to which WTG and Century contemplated, subject

to shareholder, court and regulatory approval, a combination of their businesses by way of a court-approved plan of arrangement (the "**Business Combination**").

8. The Business Combination was duly approved by the shareholders of Century and of WTG on September 13, 2011, as well as by the Ontario Superior Court of Justice on September 26, 2011. On October 12, 2011, the Government of Canada also approved the Business Combination pursuant to the *Investment Canada Act*. On October 20, 2011, having received all necessary approvals, the Business Combination was completed and resulted in 7918534 Canada Inc., a wholly-owned subsidiary of WTG, becoming the sole shareholder of Century.

9. On October 21, 2011, following the close of markets, the shares of Century were voluntarily de-listed from the TSX Venture Exchange.

II. ORDER SOUGHT

10. For the reasons described hereinafter, Computershare, in its capacity as collateral agent for DB, hereby seeks the issuance of an order appointing Samson Bélair Deloitte & Touche Inc. ("**Deloitte**") as receiver to the assets of Century. More specifically, Computershare seeks the issuance of an order substantially in the form of the draft receivership order communicated herewith as **Exhibit P-3A**.

III. BACKGROUND

(A) The Forward Gold Purchase Agreement

11. On December 22, 2009, DB and Century entered into a forward gold purchase agreement (as amended and restated, from time to time, the "**Forward Gold Purchase Agreement**") whereby Century agreed to sell to DB, and DB agreed to purchase from Century, certain defined monthly quantities of gold (the "**Scheduled Monthly Gold Quantities**") in accordance with the terms and conditions specified in the Forward Gold Purchase Agreement. A copy of the Forward Gold Purchase Agreement is communicated herewith as **Exhibit P-4**.

12. In accordance with the Forward Gold Purchase Agreement, DB has pre-paid to Century, on account of the gold to be purchased pursuant to the Forward Gold Purchase Agreement, an amount equal to US$33,000,000, and has made additional payments to Century upon delivery of each Scheduled Monthly Gold Quantities made, the whole in accordance with the Forward Gold Purchase Agreement.

13. Pursuant to the Forward Gold Purchase Agreement, it was agreed that where Century did not deliver in full the Scheduled Monthly Gold Quantities, Century would pay DB, in US dollars, an amount equal to the product of the Scheduled Monthly Gold Quantities shortfall and the gold price on such delivery date.

(B) **The Performance Reserve Account**

14. In order to secure, in part, the delivery of the Scheduled Monthly Gold Deliveries, it was agreed between DB and Century that a *Performance Reserve Account* (the "**PRA**") would be established in the name of Century. Pursuant to the Forward Gold Purchase Agreement, Century has deposited into the PRA certain amounts of monies, including a portion which was deposited in accordance with DB's instructions at times where Century was unable to meet its gold delivery obligations under the Forward Gold Purchase Agreement.

15. Pursuant to the Forward Gold Purchase Agreement, DB is authorized and entitled, at DB's sole and absolute discretion, to withdraw all funds held in the PRA in order to apply and use such funds, as DB so determines, to satisfy any amounts outstanding and payable, from time to time, by Century to DB under and pursuant to the Forward Gold Purchase Agreement, or any other related documents.

16. On November 4, 2011, Century, DB, Computershare, as collateral Agent, and Deutsche Bank Trust Company Americas, as securities intermediary ("**DB Trust**"), entered into an *Amended and Restated Performance Reserve Account Agreement* (the "**PRA Agreement**") in order to establish the control of the PRA. Pursuant to the PRA Agreement, all funds deposited into the PRA are to be held by DB Trust, in the name of Century, for the benefit of Computershare, in its capacity as collateral agent of DB. A copy of the PRA Agreement is communicated herewith as **Exhibit P-5**.

17. As at May 25, 2012, the balance of the PRA was approximately US $7,000,000. Century does not meet the conditions set forth under the PRA Agreement to have either access or to be in a position to have access to any of the funds held in the PRA.

(C) **The Financial Difficulties of Century**

18. According to WTG, over the past few years, Century has been experiencing delays in the ramp-up of the Lamaque project resulting in lower than anticipated gold production, and substantial shortfalls in generated cash due to these production delays.

19. In fact, following the Business Combination, WTG announced that it expected Century to mine 2,000 tonnes of gold per day in 2012 from the Lamaque Project. However, subsequent disclosures from WTG have stated, among other things, that:

    (a) since the Business Combination, geological surveys have found a decrease in proven and probable reserves and resources in the portion of the Lamaque Project that is currently being mined;

(b) both the quantity and grade of gold being extracted from the Lamaque Project has been below expectations in 2012;

(c) the majority of mineral reserves and resources at the Lamaque Project are below the current mining depths; and

(d) regulatory delays have prevented Century from commencing planned extraction in other areas of the Lamaque Project.

20. In December 2011, following various continuing events of default under the Forward Gold Purchase Agreement, DB, at the request of Century, agreed to waive such defaults subject to various conditions set forth under a letter sent by DB and countersigned by Century on December 2, 2011 (the "**December 2, 2011 Letter**"), including, but not limited to, the execution of an amendment to certain provisions of the Forward Gold Purchase Agreement.

21. On December 20, 2011, Century having agreed to the above-mentioned conditions, both Century and DB have executed :

a) a written waiver (the "**Waiver**") pursuant to which DB agreed to waive the above-mentioned defaults; and

b) the *First Amendment to Second Amended and Restated Forward Gold Purchase Agreement* (the "**Amendment**") pursuant to which (a) Century acknowledged being in default under the Forward Gold Purchase Agreement and (b) the terms of the Forward Gold Purchase Agreement were amended to provide DB additional performance assurance in respect of Century's obligations thereunder.

A copy of the Amendment, including the December 2, 2011 Letter and the Waiver annexed thereto, is communicated herewith as **Exhibit P-6**.

22. Despite the Waiver and the Amendment, Century continued, according to WTG, to face various obstacles mining the Lamaque Project reserves and resources and therefore required additional capital to profitably exploit the Lamaque Project.

23. On Monday, May 21, 2012, Century advised DB that it faced an imminent cash flow shortage and, absent additional financing, it would not be able to deliver the Scheduled Monthly Gold Quantity for May 2012 and would not be able to meet its obligations as they become due, including its employee payroll due the week of May 28, 2012.

24. On Wednesday, May 23, 2012, Century advised DB that WTG had taken the decision not provide the necessary financing to Century in order to continue operations past May 25, 2012, at which point, the Lamaque Project would shut down and all or substantially all of Century's employees would be terminated.

25. On the same date, DB retained Deloitte as financial advisor in order to assist with the review of Century's business, assets and financial situation.

26. On Friday, May 25, 2012, Century advised DB that (a) it was immediately ceasing operations at the Lamaque Project, (b) it was terminating employees effective immediately and telling them not to return to the mine on Monday, May 28, 2012, and that (c) the board of directors of Century had advised of their intention to resign effective the week of May 28, 2012.

27. Century has further advised DB that while there is presently security at the mine, it will not be expending funds for the care and maintenance of the Lamaque Project. Deloitte was later advised by the firm providing security services that substantial amounts (approx. $100,000) owed for past services had not been paid.

28. On May 25, 2012, as a result of continuing Events of Default (as defined therein), DB issued:

a) to Century, a *Notice of Early Termination* pursuant to the Forward Gold Purchase Agreement, communicated herewith as **Exhibit P-7**; and

b) to Computershare, the Written Direction directing Computershare to, *inter alia*:

i. issue to DB Trust, in its capacity as collateral agent of DB, a *Notice of Exclusive Control* (the "**Notice of Exclusive Control**") directing DB Trust to cease honouring Century's instructions with respect to the PRA, and to immediately comply with the terms and conditions set forth in the PRA Agreement relevant to the transfer and control of the PRA to Computershare, which may be instructed, from time to time, by DB to redirect all or portion of the funds contained in the PRA as deemed advisable; and

ii. issue to Century, in its capacity as collateral agent of DB, a *Notice of Intention to Enforce Security in accordance with s. 244 of the Bankruptcy and Insolvency Act* (the "**244 Notice**") on behalf and for the benefit of DB.

29. In accordance with the Written Direction, Computershare issued on May 25, 2012, in its capacity as collateral agent, pursuant to the Collateral Agency Agreement, and acting on behalf and for the benefit of DB, the Notice of Exclusive Control and the 244 Notice, copies of which are communicated herewith as **Exhibits P-8** and **Exhibit P-9**, respectively.

30. On May 25, 2012, following numerous requests by Century to that effect, DB transmitted a letter to Century confirming its commitment to (i) seek the appointment of a receiver to Century's assets without delay and (ii) fund the May 30, 2012 payroll for the Lamaque Project up to approximately $480,000 out

of the PRA, the whole as appears from a copy of such letter communicated herewith as **Exhibits P-10**.

31. On May 27, 2012, Deloitte advised DB that the insurance coverages in place in connection with Century's assets had been cancelled as a result of Century's failure to pay the applicable insurance premiums.

32. On May 28, 2012, Century acknowledged having received and read the 244 Notice and waived the benefit of the delay of ten (10) days provided for in such notice and consented to the immediate enforcement by Computershare, as collateral agent of DB, of any and all security interests held by DB against its Century's property. A copy of such acknowledgment and waiver is attached to the 244 Notice, communicated herewith as Exhibit P-9.

IV. SPECIFIED DEFAULTS UNDER THE FORWARD GOLD PURCHASE AGREEMENT

33. Certain Events of Default, as defined in the Forward Gold Purchase Agreement, including, *inter alia*, the following, have occurred and are continuing:

(a) Century is insolvent and generally not able to pay its debts as they come due;

(b) There has occurred, with respect to Century, a material and adverse effect on (i) the financial condition or properties of Century and (ii) its ability to perform its obligations under the Forward Gold Purchase Agreement; and

(c) Century has failed to maintain in force certain insurance policies listed at Schedule J of the Forward Gold Purchase Agrement, in form and substance satisfactory to DB.

34. In addition, Century has advised DB that a further Event of Default, the non-delivery or non-payment of the Scheduled Monthly Gold Quantities due May 31, 2012, is imminent.

V. INDEBTEDNESS

35. As at May 25, 2012, the indebtedness of Century to DB pursuant to the Forward Gold Purchase Agreement was estimated at US$66,805,018.00 plus accrued interest, fees, costs and expenses, the whole as appears from the 244 Notice.

36. In order to secure the payment and punctual performance of Century's obligations under the Forward Gold Purchase Agreement, Century granted in favour of DB security interests over the universality of its movable and immovable property pursuant to, *inter alia*:

a) a *Deed of Hypothec and Issue of Bonds* dated December 22, 2009, granted by Century in favour of Deutsche Bank before Mtre Meriem Benammour under minute number one hundred eighty-two (182) (**Exhibit P-11**); and

b) an *Amended and Restated Security Agreement* dated November 4, 2011, entered into between Century, as obligor, and Computershare, as collateral agent, concurrently with Computershare's appointment as collateral agent under the Collateral Agency Agreement (**Exhibit P-12**).

37. As appears from the reports from of the Quebec Register of Personal Movable Real Rights, the Ontario Personal Property Security Registration System, the Uniform Commercial Code (Washington), and from the extract of the relevant land registry, communicated herewith, *en liasse*, **Exhibit P-13**, DB is the most important and the most senior secured creditor of Century.

VI. GROUNDS FOR THIS MOTION

38. For the reasons described hereinafter, the appointment of Deloitte as receiver to the assets of Century is necessary in order to protect Century's estate as well as the interests of the DB.

39. As set out herein, Century faces major financial difficulties which has led to the termination of all operations at the Lamaque Project. In addition, Century has recently terminated all of its employees and its board of directors has indicated its intention to resign imminently. Century virtually has no cash on hand and WTG, its indirect parent company, has not committed to fund the care and maintenance of the Lamaque Project to assist in maximizing recovery from a sale of its business or assets.

40. Given the size and nature of Century's business, its financial situation and the ceasing of operations at the Lamaque Project, it is in the best interest of all stakeholders that Deloitte be appointed as receiver with the necessary powers to take all appropriate conservatory measures in respect of Century's assets and to fully canvass the market in order to adequately solicit prospective purchasers in connection with Century's business and assets.

41. Indeed, Century's financial situation is such that it does not have the resources sufficient to maximize the value of its assets. Unless Deloitte is appointed as receiver, Century's creditors are likely to suffer a real and immediate prejudice.

42. The appointment of Deloitte as receiver will also allow it to proceed with the orderly sale of Century's assets in order to maximize their value.

43. Therefore, it is appropriate and in the best interest of all stakeholders that Deloitte be nominated as receiver to the assets of Century in order to proceed with the sale of such assets.

44. Deloitte is qualified and has agreed to act as receiver to the assets of Century and exercise any and all of the proposed powers provided for in the draft order, Exhibit P-3A.

45. In order to preserve the value of the Lamaque Project to maximize its value for a potential sale, it is crucial that Deloitte, if appointed as receiver to the assets of Century, be able, to finance, *inter alia*, the care and maintenance of the Lamaque Project, as well as any other costs and expenses necessary to perform its powers and duties as receiver.

46. In that regard, DB has indicated that it is prepared, to the extent required, to direct DB Trust to redirect some or all of the funds currently contained in the PRA, in order to, *inter alia*, cover Deloitte's anticipated costs and expenses necessary to perform its powers and duties as receiver, if so appointed, including the costs and expenses necessary to fund Century's employee payroll as well as the care and maintenance of the Lamaque Project, provided, however, that such funding be secured by a super-priority court-ordered charge in a form and substance satisfactory to DB.

47. Accordingly, it is appropriate and in the best interests of all stakeholders that Deloitte be entitled to:

a) have access to the funds held in the PRA up to an amount not exceeding the amounts held in such account (approximately $7,000,000 as of May 25, 2012); and

b) borrow funds from various lenders, including DB, up to an amount of $1,000,000, or as increased by further Order of this Court,

and that the above mentioned funds be secured by a super-priority charge over the assets of Century.

48. Century has indicated that it does not intend to contest the present Motion nor the issuance of an order appointing Deloitte as receiver to its assets.

49. The present request is urgent given the situation enunciated above.

50. The present motion is well-founded in fact and in law.

WHEREFORE, THE PETITIONERS PRAY THAT, BY JUDGMENT TO INTERVENE HEREIN, THIS HONOURABLE COURT:

GRANTS the present *Amended Motion for the Issuance of an Order Appointing a Receiver* (the "**Motion**");

ISSUES an order substantially in the form of the draft order (the "**Order**") communicated as **P-3A** in support of the Motion.

ORDERS the provisional execution of the Order notwithstanding appeal;

THE WHOLE without costs save in case of contestation.

MONTRÉAL, May 28, 2012

Stikeman Elliott LLP

STIKEMAN ELLIOTT LLP
Attorneys for **DEUTSCHE BANK AG, LONDON BRANCH**