

CANADA

"Commercial Division"

PROVINCE OF QUÉBEC
DISTRICT OF ABITIBI

SUPERIOR COURT

No: 615-11-001311-127

IN THE MATTER OF THE RECEIVERSHIP
OF:

CENTURY MINING CORPORATION,
Debtor

-and-

DELOITTE RESTRUCTURING INC.,
formerly known as SAMSON BÉLAIR /
DELOITTE & TOUCHE INC.,

Receiver/Petitioner

-and-

COMPUTERSHARE TRUST COMPANY OF
CANADA,

Collateral Agent

-and-

DEUTSCHE BANK AG, LONDON BRANCH.,

Principal Secured Creditor

DIRECTEUR DES POURSUITES
CRIMINELLES ET PÉNALES
Palais de justice de Val-d'Or
900 7e rue,
Val-d'Or, Québec J9P 3P8

Mis en cause

**MOTION FOR DIRECTIONS WITH RESPECT TO PROCEEDINGS INVOLVING THE
DEBTOR UNDER SECTION 22.1 AND 221 OF THE CRIMINAL CODE AND FOR
DECLARATORY JUDGMENT**

Sections 243 and 249 of the *Bankruptcy and Insolvency Act*,
R.S.C. (1985) c. B-3 (the "BIA")

TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN COMMERCIAL DIVISION, IN AND FOR THE DISTRICT OF ABITIBI, THE PETITIONER RESPECTFULLY SUBMITS AS FOLLOWS:

A. PURPOSE OF THE MOTION

1. By the present Motion, for the reasons set forth hereinafter, *Deloitte Restructuring Inc.*, in its capacity of court appointed receiver (the “**Receiver**”), seeks the issuance by this Court of various orders to authorize and direct the Receiver to cease to act or take any action, including seeking legal representation and making any representation, in respect of the ongoing proceedings involving the Debtor *Century Mining Corporation* (“**CMC**”) under section 22.1 and 221 of the *Criminal Code*, R.S.C. 1985, c.-46 (the “**Criminal Code**”), (Québec Court, #615-01-021168-136) (the “**Proceedings**”);

B. THE PARTIES

2. The Debtor *Century Mining Corporation* (“**CMC**”) is a corporation continued under the *Canada Business Corporations Act*, RSC 1985, c. C-44 and which was operating as a gold producer, with its principal mining operations in Val d’Or, Québec (the “**Lamaque Mine**”) and an indirect majority equity interest in mining operations situated in San Juan, Arequipa, Peru, as appears from the Court record herein;
3. The Receiver was appointed receiver to all of the assets, properties and undertakings of CMC pursuant to an order from the Superior Court of Québec (the “**Court**”) rendered on May 29, 2012 (the “**Receivership Order**” and the “**Receivership Proceedings**”);
4. The *Mise-en-cause Deutsche Bank AG, London Branch* (“**DB**”) is a corporation acting through its London, U.K. Branch, and is the principal secured creditor of CMC and maintains, through *Computershare Trust Company of Canada*, in its capacity as collateral agent for DB, a security over CMC’s property, the whole as appears from the Court record herein;
5. The Receivership Order was rendered by this Honourable Court at the request of DB, through Computershare, as it appears from the Court record herein. As of May 25, 2012, CMC was indebted towards DB in a total amount of **US\$66,805,018.00** (the “**Indebtedness**”);

C. FACTS

6. As mentioned above, the Receiver was appointed in the present matter by the Court on May 29, 2012, following notably the resignation of all the directors of CMC;
7. On May 13, 2013, CMC was summoned before the Québec Court (#615-11-021168-136) as an accused party under sections 22.1 and 221 of the *Criminal Code*, together with two employees of CMC being summoned as co-accused, in respect of an alleged offense of criminal negligence causing bodily harm to an ex-employee of CMC in relation with an underground workplace accident that occurred on December 19, 2007, as appears from a copy of said summation communicated herewith as **EXHIBIT R-1**;

8. The Proceedings brought against CMC are related to a workplace accident five years prior to the appointment of the Receiver, and were brought at a time when CMC is without any director and under Receivership;
9. Since the start of the Proceedings, the Receiver undertook to maintain a minimal legal representation with respect to the Proceedings, as a measure of caution with respect to the preservation of CMC's assets and in order to ensure a minimum of communication interface between the Proceedings and the Receivership Proceedings. In this respect, the Receiver has done the following:
 - a) Summary review of the file in the context of the Receivership Proceedings;
 - b) Retainer of an attorney specifically for the Proceedings, which has represented the Receiver throughout the Proceedings;
 - c) Various exchanges with the prosecuting attorneys about the Proceedings;
10. On January 20, 2016, the undersigned attorneys, on behalf of the Receiver, sought from the *Directeur des poursuites criminelles et pénales* that the Proceedings, which appeared to be settled against CMC's co-accusers, be withdrawn against CMC given the particular circumstances of the Receivership Proceedings, as more fully appears from a letter dated January 20, 2016 communicated herewith as **EXHIBIT R-2**;
11. On February 12, 2016, the *Directeur des poursuites criminelles et pénales* answered to the Receiver's request, indicating that despite the Receivership Proceedings and the particular situation of CMC, it was its intention to continue the Proceedings by default against CMC, as appears from a copy of said response communicated herewith as **EXHIBIT R-3**;
12. In the meantime, the Receiver brings to the attention of this Court that the Receiver was informed that its attorney with respect to the Proceedings, Me Joëlle Roy, has been appointed as judge in the Quebec Court, and had to cease representation of the Receiver in the Proceedings. A motion to that effect was filed by Me Roy's firm and is to be heard on April 25, 2016, and a pro forma hearing to set the case for trial is scheduled on that same date;

D. DIRECTIONS TO CEASE TO ACT

13. In light of the *Directeur des poursuites criminelles et pénales*' response of February 12, 2016 and of the events afterwards, the Receiver has discussed with the prosecuting attorney in charge of this file the possibility for the Proceedings to be continued by default against CMC without the intervention of the Receiver, and that the Receiver would seek from this Honourable Court directions in order to cease to act in the Proceedings;
14. The Receiver respectfully submits that the issuance of the orders hereby sought directing the Receiver to cease to act in the Proceedings is appropriate for the following reasons:
 - a) The Proceedings relate to actions dating many years ago with respect to a workplace accident that occurred prior to the appointment of the Receiver, and the

Receiver does not have access to the information or facts to take a position on behalf of CMC, nor would it be appropriate for the Receiver to do so;

- b) As of the date hereof, and for the most part since the appointment of the Receiver, CMC has ceased its operations, and does not have directors, managers or employees;
- c) It is not part of the mandate of the Receiver to further take position in the Proceedings insofar as the accusations brought against CMC do not relate *per se* to the assets or finances of CMC;
- d) It is not to the benefit of the mass of creditors to continue to maintain a legal representation in the Proceedings, given the unsecured status of any monetary consequence that may result from the Proceedings;
- e) The Receiver does not have the resources, financial or otherwise, at this point in the Receivership Proceedings to continue to maintain a legal representation in the Proceedings;
- f) The issuance of the orders sought are a step toward completing the mandate of the Receiver in the present matter;

E. CONCLUSIONS SOUGHT

- 15. In light of the foregoing, the Receiver respectfully submits to this Honourable Court that the issuance of the various orders sought authorizing and directing the Receiver to cease to act or take any action, including seeking legal representation and making any representation, in respect of the Proceedings, the whole as contemplated in this Motion, is just and appropriate and should be authorized in accordance with the conclusions set forth herein;
- 16. DB consents to the present Motion;
- 17. The present Motion is well founded both in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THIS COURT TO:

- [A] **GRANT** this motion (the “**Motion**”) of *Deloitte Restructuring Inc.* in its capacity of receiver (the “**Receiver**”) to the assets of *Century Mining Corporation* (“**CMC**”).

SERVICE

- [B] **ORDER** that any prior delay for the presentation of this Motion is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
- [C] **PERMIT** service of this order (the “**Order**”) at any time and place and by any means whatsoever.

ORDERS

- [D] **AUTHORIZE** and **DIRECT** the Receiver to cease to act or take any action, including seeking legal representation and making any representation, in respect of the ongoing proceedings involving the Debtor *Century Mining Corporation* (“**CMC**”) under section 22.1 and 221 of the *Criminal Code*, R.S.C. 1985, c.-46 (the “**Criminal Code**”), (Québec Court, #615-01-021168-136) (the “**Proceedings**”).
- [E] **DECLARE** that any fine against CMC that may result from the Proceedings represents an ordinary unsecured claim against CMC and its assets.
- [F] **AUTHORIZE** the Receiver to perform all acts, sign all documents and take any necessary action to execute any document which would be required or useful to give full and complete effect thereto.

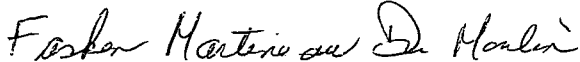
LIMITATION OF LIABILITY

- [G] **DECLARE** that no action lies against the Receiver by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Receiver or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph.

GENERAL

- [H] **DECLARE** that this Order shall have full force and effect in all provinces and territories in Canada.
- [I] **ORDER** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.
- [J] **THE WHOLE** without costs, save and except if contested and then, with costs against any contesting parties solidarily.

Montréal, this April 14, 2016



Fasken Martineau DuMoulin LLP
Attorneys for Petitioner *Deloitte Restructuring Inc.*

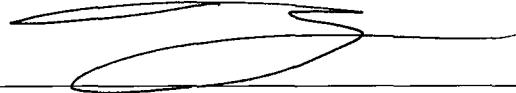
AFFIDAVIT

I, Martin Franco, Partner at Deloitte Restructuring Inc., practicing my profession at 1190, avenue des Canadiens-de-Montréal, Suite 500, City of Montréal, Province of Québec, H3B 0M7, do solemnly affirm:

1. I am a duly authorized representative of Receiver/Petitioner;
2. I have personal knowledge of all the facts alleged in the attached *Motion for Directions with respect to Proceedings Involving the Debtor under Section 22.1 and 221 of the Criminal Code* (the “**Motion**”);
3. All the facts mentioned in the Motion are true.



AND I HAVE SIGNED:



MARTIN FRANCO

NOTICE OF PRESENTATION

TO: **Stikeman Elliott, s.e.n.c.r.l.**
1155, boul. René-Lévesque Ouest
Bureau 4000
Montréal, Québec H3B 3V2

Attorneys for *Deutsche Bank AG,
London Branch*

Attention: Me Guy Martel

Rivest, Tellier, Paradis,
500 boulevard René-Lévesque Ouest
25e étage
Montréal QC H2Z 2A5

Attorneys for Commission des
normes du travail
Attention: Me Claire-France Mercier

Cliche Lortie Ladouceur inc.
1121 6e Rue
C.P. 460
Val-d'Or QC J9P 4P5

Attorneys for *CMAC*

Attention: Me Pierre André Matte

Fontaine Descôteaux, avocats
640 3e avenue
Bureau 203
Val-d'Or QC J9P 1S5

Attorneys for *2985080 - A.B.F.
Mines*

Attention: Me Denise Descôteaux

Revenu Québec
3, Complexe Desjardins
Montréal, Québec H5B 1A7

Attention : Me Normand Bérubé

Stikeman Elliott, s.e.n.c.r.l.
1155, boul. René-Lévesque Ouest
Bureau 4000
Montréal, Québec H3B 3V2

Attorneys for *Computershare Trust Company
of Canada*

Attention: Me Guy Martel

Cliche Lortie Ladouceur inc.
1121 6e Rue
C.P. 460
Val-d'Or QC J9P 4P5

Attorneys for *Pétroles JC Trudel*

Attention: Me Pierre André Matte

**Norton Rose Fulbright Canada
S.E.N.C.R.L.,s.r.l.**
Complexe Jules-Dallaire / Tour Norton Rose
2828 boulevard Laurier
Bureau 1500
Québec QC G1V 0B9

Attorneys for *Century Mining Corporation*

Attention: Me Terrence Mathieu

Ministère de la Justice
Complexe Guy Favreau
200, boul. René Lévesque Ouest
Tour Est - 9e étage
Montréal, Québec H2Z 1X4

Attention: Me Chantal Comtois

Régie des rentes du Québec
C.P. 5200, 5e étage
2600 boulevard Laurier
Bureau 501
Québec QC G1K 7S9

Attorneys for *Régie des rentes du Québec*

Attention: Me Sheila York

**Commission de la santé et de la
sécurité du travail**

524, rue Bourdages, local 304,
Québec (Québec) G1K 7E2

Attention: Me Yves Lavallée

**Directeur des poursuites criminelles et
pénales**


Palais de justice de Val-d'Or
900 7e rue,
Val-d'Or, Québec J9P 3P8

Attention; Me Andrée-Anne Gagnon

TAKE NOTICE that the present *Motion for Directions with respect to Proceedings Involving the Debtor under Section 22.1 and 221 of the Criminal Code* will be presented for adjudication before Honorable Robert Dufresne j.c.s, on **April 18, 2016**, at **8:45 AM** via conference call at the following number **1-855-453-6954**, access code **2790477**.

DO GOVERN YOURSELVES ACCORDINGLY.

Montréal, this April 14, 2016


Fasken Martineau DuMoulin LLP
Attorneys for Petitioner *Deloitte Restructuring Inc.*

CANADA

"Commercial Division"

PROVINCE OF QUÉBEC
DISTRICT OF ABITIBI

SUPERIOR COURT

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CENTURY MINING CORPORATION,
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SAMSON BÉLAIR / DELOITTE & TOUCHE
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COMPUTERSHARE TRUST COMPANY OF
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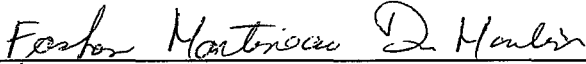
DEUTSCHE BANK AG, LONDON BRANCH.,

Principal Secured Creditor

LIST OF EXHIBITS

- Exhibit R-1** Summons dated May 13, 2013
- Exhibit R-2** Letter dated January 20, 2016
- Exhibit R-3** Letter dated February 12, 2016

Montréal, this April 14, 2016



Fasken Martineau DuMoulin LLP
Attorneys for Petitioner *Deloitte Restructuring Inc.*

Exhibit R-1

SOMMATION

SUMMONS

CANADA
PROVINCE DE QUÉBEC
District Abitibi
Localité Val-d'Or
Dossier 615-01-021168-136
Événement 144-071219-011
PPCP au Marc-André Roy (AQ5751)
dossier
Les présentes constituent la dénonciation de

CANADA
PROVINCE OF QUÉBEC
District of
Locality of
Record
Case Number
CPPA on file

Occupation
Adresse

This is the information of

Occupation
Address

qui déclare: j'ai des motifs raisonnables de croire que
CENTURY MINING CORPORATION
(001)

who states: I have reasonable grounds to believe that

né(e) le
permis de
conduire
adresse 300, 3e avenue Est
Val-d'Or, Québec, J9P 4N9

born on
driver's
licence
address

Yvan Sylvain BOUCHER (002) (M)
1960-01-25

Gary LARONDE (003) (M)
1957-11-18

103, rue de l'Alize
Val-d'Or, Québec, J9P 0C3

137, rue Bourret
Val-d'Or, Québec, J9P 4K5

ATTENDU QUE vous avez été inculpés devant moi comme suit: WHEREAS you have been charged before me as follows:

144-071219-011

Concernant Century Mining Corporation (001), Yvan Sylvain BOUCHER (002), Gary LARONDE (003)

1. Le ou vers le 19 décembre 2007, à Val-d'Or, district de l'Abitibi, a, par négligence criminelle, causé des lésions corporelles à Gérald Miville, commettant ainsi l'acte criminel prévu à l'article 221 du Code criminel.

À CES CAUSES, les présentes vous enjoignent, au nom de Sa Majesté, d'être présents au tribunal, le 3 juin 2013 à 14:00 heures au Palais de justice de Val-d'Or, 900, 7ième rue, Val-d'Or, salle 152 ou devant un juge de paix qui s'y trouve et d'être présents par la suite selon les exigences du tribunal afin d'être traités selon la loi.

THEREFORE, this is to command you, in Her Majesty's name, to attend court, or before any justice who is there, and to attend thereafter as required by the court, in order to be dealt with according to law.

À CES CAUSES, les présentes vous enjoignent, au nom de Sa Majesté, d'être présents à la S.Q. MRC de Vallée-de-l'Or, 1151, de l'Éscale, Val-d'Or, le 28 mai 2013 à 09:00 heures, aux fins de la Loi sur l'identification des criminels. Vous êtes avertis que l'omission, sans excuse légitime, de vous conformer à la présente sommation, constitue une infraction en vertu des articles 145(4) ou 510 du Code criminel.

THEREFORE, this is to command you, in Her Majesty's name, to appear for the purposes of the Identification of Criminals Act. You are warned that failure without lawful excuse to comply with this summons is an offence under subsection 145(4) or section 510 of the Criminal Code.

À Val-d'Or, le 13 mai 2013

At

Juge de paix (en majuscules)

Justice of the peace (in block)

Juge de paix

Justice of the peace

3. PRÉVENU(E)

3. ACCUSED

Exhibit R-2

Tour de la Bourse
Bureau 3700, C.P. 242
800, Place Victoria
Montréal (Québec) Canada H4Z 1E9



514 397 7400 Téléphone
514 397 7600 Télécopieur
1 800 361 6266 Sans frais

Guillaume-Pierre Michaud
Direct +1 514 397 5264
gmichaud@fasken.com

Le 20 janvier 2016
N° de dossier : 282868.3/16809

PAR COURRIEL

Me Andrée-Anne Gagnon, Procureure
Directeur des poursuites criminelles et pénales
900, 7^e rue
Val d'Or (Québec) J9P 3P8
Andree-anne.gagnon@dpcp.gouv.qc.ca

**Objet : Dans l'affaire de la mise sous séquestre de Century Mining Corporation - 615-11-001311-127
&
Sa Majesté la Reine c. Century Mining Corporation - C.S. 615-01-021168-136**

Chère consœur,

Comme vous le savez, nous représentons *Restructuration Deloitte Inc.*, antérieurement connue sous le nom *Samson Bélair / Deloitte & Touche Inc.* (« **Deloitte** »), dans le cadre des procédures de mise sous séquestre de *Century Mining Corporation* (« **Century** »). Deloitte agit à titre de séquestre (le « **Séquestre** ») nommé par la Cour supérieure du Québec à l'égard de Century en vertu d'une ordonnance émise le 29 mai 2012, et amendée de temps à autre par la suite (l'« **Ordonnance de Séquestre** », et les « **Procédures de Séquestre** »).

Nous faisons suite à nos discussions dans le présent dossier en ce qui concerne la détermination d'une date de procès concernant les accusations de négligence criminelle à l'endroit de Century faisant suite à l'accident de travail de M. Gérard Miville (dossier en titre, 615-01-021168-136) (les « **Procédures criminelles** »). La présente lettre vise à apporter l'éclairage nécessaire sur le rôle du Séquestre et l'impossibilité pour celui-ci d'une part, de faire quelque représentation quant à la position de Century à l'égard des accusations auxquelles celle-ci fait face, et d'autre part, de l'impossibilité pour le Séquestre de financer davantage la représentation de Century dans ce dossier.

1. Le Séquestre et les Procédures de Séquestre

Le 29 mai 2012, en raison notamment de la situation d'insolvabilité de Century, et suite à la démission de l'ensemble des administrateurs de Century, la Cour supérieure du

Québec a émis l'Ordonnance de Séquestre à l'endroit de Century, nommant ainsi Deloitte à titre de Séquestre des biens de Century, le tout en vertu de l'article 243 de la *Loi sur la faillite et l'insolvabilité*, L.R.C. (1985), ch. B-3 (« **LFI** »).

Vous trouverez ci-joint copie de l'Ordonnance de Séquestre (initialement sous le dossier de Cour #200-17-016492-126, lequel fut ensuite transféré dans le district de Val d'Or dans le présent dossier). Nous portons à votre attention les éléments suivants à ce sujet :

- Le Séquestre est nommé par la Cour supérieure du Québec (la « **Cour** »), celle-ci ayant juridiction pour ce faire en vertu de l'article 243 de la LFI, une loi fédérale s'inscrivant dans le cadre de l'exercice de la compétence fédérale en matière de faillite et d'insolvabilité.
- Seul un syndic licencié auprès du Surintendant des faillites, tel Deloitte, peut agir à titre de séquestre¹. Le séquestre est en fait considéré être un officier de la Cour², agissant dans le cadre et les limites du mandat qui lui est octroyé par l'entremise notamment de l'ordonnance qui le nomme et de la LFI³.
- Le séquestre, dans l'exercice de ses fonctions, a un devoir fiduciaire à l'égard de l'ensemble des parties prenantes touchées ou impliquées par le processus d'insolvabilité⁴.
- Le rôle d'un séquestre nommé en vertu de l'article 243 LFI est :
 - D'une part de nature conservatoire, c'est-à-dire la mise en place des mesures requises afin de préserver les actifs de la débitrice (c.-à-d. Century).
 - D'autre part, de mettre en œuvre la liquidation des actifs de façon ordonnée, en maximisant la valeur de ceux-ci et en considérant l'intérêt de l'ensemble des parties prenantes.
- Les Procédures de Séquestre s'inscrivent dans le cadre de la réalisation des objectifs réparateurs et de politique générale qui sous-tendent la LFI et la

¹ Art. 243(4) LFI.

² 9026-9739 *Québec inc. (Séquestre de) c. Roy, Métivier, Roberge inc.*, 2007 QCCA 526, par. 20.

³ Art. 243(1) LFI.

⁴ *Royal Bank of Canada v. Penex Metropolis Ltd.*, 2009 CanLII 45848 (C.S. Ont.), par. 24.

législation en matière d'insolvabilité en général, c'est-à-dire à éviter les pertes sociales et économiques résultant de la liquidation d'une compagnie insolvable⁵.

Nous portons également à votre attention les dispositions suivantes de l'Ordonnance de Séquestre :

- Paragraphe 10, lequel énumère l'ensemble des pouvoirs octroyés au Séquestre;
- Paragraphe 18, lequel énonce la suspension des procédures applicable à Century;
- Paragraphe 25, concernant la responsabilité du Séquestre dans le cadre de l'exécution de son mandat;
- Paragraphe 48, concernant la collaboration entre les divers tribunaux et juridictions du Canada quant aux Procédures de Séquestre;

Enfin, de façon générale, nous précisons que l'ensemble des transactions et opérations de réalisation d'actifs ont fait l'objet d'autorisations de la Cour par voie de multiples ordonnances émises de temps à autre. Également, tel qu'il appert de l'Ordonnance de Séquestre, il va de soi que le Séquestre ne constitue pas ici l'accusé, mais seulement le Séquestre (gestionnaire des biens) de Century.

2. Situation actuelle de Century, et statut des Procédures de Séquestre

La situation actuelle de Century et des Procédures de Séquestre se résument ainsi :

- Il n'y a plus aucun administrateur au sein de Century depuis mai 2012. Depuis mai 2012, le Séquestre a exercé le contrôle nécessaire sur l'ensemble des actifs de Century, et agit pour et en son nom quant aux affaires reliées à la préservation et à la liquidation des biens de Century, le tout conformément à l'Ordonnance de Séquestre.
- Century n'a plus d'opérations depuis au moins la nomination du Séquestre. Il n'y a présentement plus aucun employé ou cadre au sein de Century.
- La presque totalité des actifs de Century a fait l'objet d'une liquidation, les seuls actifs toujours en cours de liquidation étant certains droits miniers en Colombie-Britannique.

⁵ *Century Services inc. c. Canada (Procureur général)*, 2010 CSC 60, par. 70; Alain HEYNE et Éric LAVALLÉE, « Séquestre intérimaire et séquestre de la Partie XI de la *Loi sur la faillite et l'insolvabilité* », dans *JurisClasseur Québec*, coll. « Droit des affaires », *Faillite, insolvabilité et restructuration*, fasc. 9, Montréal, LexiNexis Canada, 2013, par. 150.

- En fonction des actifs réalisés, de façon réaliste, aucune distribution ne peut être envisagée pour les créanciers ordinaires de Century (y compris en ce qui concerne une condamnation monétaire résultant des Procédures criminelles). En fait, en date des présentes, les distributions effectuées et éventuelles ne permettront de payer qu'une partie du financement des Procédures de Séquestre garanti par les charges prioritaires mises en place par la Cour. Ces distributions risquent donc de ne pas permettre le remboursement des différents créanciers prioritaires de Century de même que le principal créancier garanti de Century, *Deutsche Bank AG*, lequel dispose d'une créance garantie de plus de 70 000 000\$ (collectivement, les « **Créanciers prioritaires** »).

Veillez prendre note que l'ensemble des procédures et rapports du Séquestre à la Cour non produits sous scellés sont disponibles pour lecture en ligne à l'adresse suivante :

<http://www.insolvencies.deloitte.ca/fr-ca/pages/CENTURY%20MINING%20CORPORATION.aspx>

3. Procédures criminelles à l'endroit de Century

Depuis l'institution des procédures mentionnées en titre à l'endroit de Century (les « **Procédures criminelles** »), le Séquestre a entrepris diverses mesures à titre conservatoire et par mesure de prudence à ce sujet. Ainsi, outre une révision et analyse sommaire du dossier afin d'en évaluer ses impacts sur les Procédures de Séquestre, le Séquestre a éventuellement mandaté Me Joëlle Roy afin d'effectuer un suivi du dossier et d'assurer une interface de communication entre les Procédures criminelles et les Procédures de Séquestre.

Ces mesures ont été prises en regard de la jurisprudence applicable quant à la suspension des procédures à l'encontre de Century tel que prévu au paragraphe 18 de l'Ordonnance de Séquestre. Cette suspension des procédures s'applique à l'égard des procédures à l'encontre des biens de Century pour la durée de la mise sous séquestre, à moins d'ordonnance à l'effet contraire de la Cour. Une telle suspension est essentielle afin de permettre au Séquestre, à titre d'officier de la Cour, de pouvoir accomplir le mandat judiciaire qui lui est confié. Nous vous soumettons que la jurisprudence à ce sujet est à l'effet qu'une suspension des procédures ne peut suspendre des procédures pénales ou criminelles tant que celles-ci ne visent pas la collection d'une amende ou d'un paiement monétaire. Cette même jurisprudence indique toutefois que toute amende ou jugement monétaire pouvant découler de telles procédures représente une créance « ordinaire », pari passu avec les autres créanciers ordinaires de la débitrice (après le paiement intégral de toute somme due aux Créanciers prioritaires), et l'égard de laquelle les procédures de collection sont suspendues en raison des Procédures de Séquestre.

En l'espèce, il appert que la nature des accusations à l'encontre de Century n'est pas reliée à la situation financière ou aux actifs de Century, telle le serait une fraude financière ou encore des accusations pouvant avoir un impact quant au droit des parties sur les actifs de Century. De fait, toute condamnation monétaire découlant des Procédures criminelles ne pourra être acquittée d'aucune façon. Qui plus est, le Séquestre ne dispose d'aucune connaissance des faits reliés aux accusations et n'a accès à aucune ressource de Century à ce sujet. Le Séquestre n'a pas la capacité juridique afin d'enregistrer un plaidoyer de culpabilité ou non, de prendre quelconque décision ou de participer à quelconques négociations à ce sujet et concernant le quantum d'une amende. Century n'est également pas en mesure de le faire elle-même, puisqu'étant sans administrateurs ou dirigeants depuis plusieurs années, elle représente en fait l'équivalent d'une « coquille vide », sans âme dirigeante par laquelle Century peut s'exprimer⁶. Dans ce contexte, le Séquestre ne dispose également plus des fonds nécessaires afin d'assumer une représentation juridique dans le cadre des Procédures criminelles.

Tel que discuté avec vous, notre compréhension est que la jurisprudence face à une telle situation inusitée est silencieuse (c.-à-d. procédures criminelles à l'encontre d'une personne morale sans administrateur, insolvable, et faisant l'objet d'une ordonnance de séquestre).

Pour l'ensemble des raisons qui précèdent, le Séquestre vous soumet respectueusement qu'une fin des Procédures criminelles à l'encontre de Century serait appropriée en l'espèce. Humblement soumis, le maintien des procédures nous semble ici contraire à la bonne administration de la justice, tout comme aux objectifs de la législation en insolvabilité.

Nous sommes dans l'attente de votre réponse, et verrons à informer le tribunal de la présente lettre, le cas échéant.

Veuillez agréer, Me Gagnon, l'expression de nos sentiments distingués.

FASKEN MARTINEAU DuMOULIN S.E.N.C.R.L., s.r.l.



Guillaume-Pierre Michaud

p.j.

c.c. : M. Martin Franco, Restructuration Deloitte Inc.

⁶ Art. 2 C.cr. « organisation », « cadre supérieur », « représentant », « agent », 620 C.cr.

COUR SUPÉRIEURE

CANADA
PROVINCE DE QUÉBEC
DISTRICT DE QUÉBEC

N° : 200-17-016492-126

DATE : 29 mai 2012

SOUS LA PRÉSIDENTE DE L'HONORABLE JEAN-FRANÇOIS ÉMOND, j.c.s.

IN THE MATTER OF 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

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 Université Street, Suite 700, Montreal, Province of Quebec, H3A 3S8
Collateral Agent/Petitioner

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

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/Mis en cause

ORDER APPOINTING A RECEIVER
(Section 243 of the *Bankruptcy and Insolvency Act*)

[1] ON READING the Petitioners' Motion to Appoint a Receiver (the "**Motion**") pursuant to Article 243 of the Bankruptcy and Insolvency Act (the "**BIA**"), the affidavit and the exhibits in support thereof;

[2] SEEING the service of the Motion;

[3] SEEING the submissions of Petitioners' attorneys and the submissions of the attorneys of the Receiver;

[4] SEEING that Petitioners sent the Debtor a notice pursuant to the terms of Article 244 of the BIA;

[5] SEEING that it is appropriate to appoint a receiver to the Property (such as defined herein) of the Debtor;

WHEREFORE THE COURT:

[6] **GRANTS** the Motion;

SERVICE

[7] **ORDERS** that any prior delay for the presentation of this Motion is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof;

APPOINTMENT

[8] **APPOINTS** Samson Bélair Deloitte & Touche Inc., trustee, to act as receiver (the "Receiver") to all the assets, undertakings and properties of Century Mining Corporation (the "**Debtor**") including all books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business, the affairs or the Property of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information, and finally all proceeds thereof, wherever situate (the "**Property**") until one of the following events comes to pass:

- (a) the sale of all the Property; or
- (b) the issuance of any order by the Court terminating the mandate of the Receiver;

[9] **DECLARES** that the order (the "**Order**") and its effects shall survive the filing by the Debtor of a notice of intention to make a proposal or of a proposal pursuant to the

terms of the BIA, the issuance of an initial order in regard of the Debtor pursuant to the terms of the Companies Creditors Arrangements Act (the "CCAA") or the bankruptcy of the Debtor, unless the Court orders otherwise.

RECEIVER'S POWERS

[10] **ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property, wherever located, using any and all legal means it has to constrain the remittance of the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Debtor, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Debtor;
- (d) to purchase or lease such machinery, equipment, inventories, supplies, premises or other assets to carry on the business of the Debtor or any part or parts thereof;
- (e) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
- (f) to settle, extend or compromise any indebtedness owing to the Debtor;
- (g) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this order;
- (h) to undertake environmental or workers' health and safety assessments of the Property and operations of the Debtor;
- (i) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such

proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;

- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (k) to sell, convey, transfer, lease or assign the Property or any part or parts thereof out of the ordinary course of business, with the prior approval of this Court in respect of any transaction;
- (l) to report to, meet with and discuss with any persons as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (m) to register a copy of the pursuant order and any other orders in respect of the Property against title to any of the Property;
- (n) to apply for any permits, licenses, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (o) to contest and defend, in the name of the Debtor and/or the Petitioners, any and all proceedings pertaining to annul, vary, cancel or modify, in any way, any permits, licenses, approvals, permissions, mining claims, leases, contracts, renewal rights, agreements, and any other rights of the Debtor, if thought desirable by the Receiver;
- (p) to file i) a voluntary assignment in bankruptcy, ii) a notice of intention or iii) seek creditor protection under the CCAA in respect of the Debtor;
- (q) to enter into agreements with any trustee in bankruptcy appointed in respect of the Debtor, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Debtor;
- (r) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have;
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations;
- (t) to seek additional powers from this court; and

- (u) to apply to the court for directions under Section 34 of the BIA, as if the Receiver was trustee to the bankruptcy of the Debtor;

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of any individual, firm, corporation, governmental body or agency or other entities having notice of this Order, including the Debtor, and without interference from any other Person.

[11] **ORDERS** the Receiver to petition the Court for authorization to sell all or any part of the Debtor's Property outside the ordinary course of business, upon finding a purchaser and pursuant to conditions it deems reasonable in the circumstances;

[12] **GRANTS** the Receiver all the powers necessary to initiate, prosecute and continue the prosecution of any and all proceedings it considers appropriate, including for the purpose of Sections 34 and 249 of the BIA, within the performance of its duties regarding the Property;

[13] **AUTHORIZES** the Receiver to retain the services of any lawyer, or of any person or business in order to appropriately fulfill its functions;

[14] **DECLARES** that the Receiver may provide creditors and other relevant stakeholders with information in response to requests made by them in writing. A copy of such requests must be sent to the Petitioners' attorney. Where the Receiver has been advised by the Petitioners that information is confidential, proprietary or competitive, the Receiver shall not provide such information to any person without the consent of the Petitioners unless otherwise directed by this Court.

DEBTOR'S DUTIES

[15] **ORDERS** the Debtor, its directors, officers, employees, agents and representatives to forthwith provide the Receiver with access to the Property, to the places of business and to the premises of the Debtor, as well as to the Records;

[16] **ORDERS** the Debtor, its directors, officers, employees, agents and representatives to cooperate with the Receiver in the exercise of the powers that are granted pursuant to the terms of the Order;

[17] **ORDERS** the Debtor not to dispose, alienate, encumber or otherwise transact in any manner whatsoever, with regard to the Property, other than in the ordinary course of business or with the authorization of the Receiver;

NON-INTERFERENCE WITH THE RECEIVER, THE DEBTOR AND THE PROPERTY

[18] **ORDERS** that subject to any other order rendered by the Court, which may only be rendered after a prior notice has been duly sent to the Receiver and to the

Petitioners, no proceeding, seizure, revendication, or any other enforcement process shall be commenced or enforced against the Property;

[19] **ORDERS** that no person shall interrupt, modify, terminate or fail to execute its obligations pursuant to any contract, agreement, license or permit entered into with the Debtor without the prior consent of the Receiver or without the authorization of the Court;

CONTINUATION OF SERVICES

[20] **ORDERS** that any person having an oral or written agreement with the Debtor, as well as any supplier of goods or services to the Debtor is hereby restrained until further order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services, as may be required by the Receiver and that the Receiver shall be authorized to continue use of the Debtor's current premises, telephone numbers, facsimile numbers, internet addresses, domain names and other services, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver, in accordance with the normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court;

EMPLOYEES

[21] **AUTHORIZES** the Receiver to continue to engage the services of the Debtor's employees until the Receiver, acting for and on behalf of the Debtor, terminates the employment of such employees. The Receiver shall not be liable for any employee related liabilities, including any successor-employer liabilities as provided for in sections 14.06(1.2) of the BIA other than such amounts as the Receiver may specifically agree in writing to pay, or in respect of its obligations under sections 81.4(5) and 81.6(3) of the BIA or under the Wage Earner Protection Program Act;

PROTECTION OF PERSONAL INFORMATION

[22] **DECLARES** that pursuant to clause 7(3)(c) of the Canada Personal Information Protection and Electronic Documents Act, the Receiver shall disclose personal information on identifiable individuals, which information it has in its possession or under its responsibility, to interested parties or to investors, financiers, prospective purchasers or potential strategic partners, as well as to their advisors, but only to the extent desirable or required, and only upon condition that the persons to whom such personal information is disclosed shall undertake to maintain and protect the privacy of such information and limit the use of such information pursuant to confidentiality agreements entered into with the Receiver.

LIMITATION OF LIABILITY

[23] **DECLARES** that subject to the powers granted to the Receiver pursuant to the terms of paragraph 10 of the Order, nothing herein contained shall require the Receiver to occupy or to take control, or to otherwise manage all or any part of the Property. The Receiver shall not, as a result of this Order, be deemed to be in possession of any of the Property within the meaning of environmental legislation, the whole pursuant to the terms of the BIA;

[24] **DECLARES** that the powers of the Receiver shall be exercised pursuant to its sole discretion and judgment;

[25] **DECLARES** that section 215 of the BIA applies mutatis mutandis, and hence that no action lies against the Receiver by reason of its appointment or the execution of the powers granted by the Court, except by leave of the Court. The entities related to the Receiver or belonging to the same group as the Receiver shall benefit from the protection arising under the present paragraph;

FEES

[26] **DECLARES** that as security for the professional fees and disbursements incurred in relation to these proceedings, both before and after the date of the Order, a charge and security over the Property is hereby constituted in favour of the Receiver, of the Receiver's attorneys and other advisors, to the extent of the aggregate amount of \$350,000 (three hundred and fifty thousand dollars) (the "**Administration Charge**");

[27] **DECLARES** that the Administration Charge shall rank in priority to any and all other hypothecs, mortgages, liens, security interests, priorities, charges, encumbrances or security of whatever nature or kind (collectively, the "**Encumbrances**") affecting the Property charged by such Encumbrances;

[28] **DECLARES** that the Administration Charge is effective and shall charge, as of 12:01 a.m. (Montreal time) the day of the Order (the "**Effective Time**"), all the Debtor's Property present and future;

[29] **DECLARES** that notwithstanding: (i) these proceedings and any declaration of insolvency made herein, (ii) any petition for a receiver order filed pursuant to the BIA in respect of the Petitioners and any receiving order granting such petition or any assignment in bankruptcy made or deemed to be made in respect of the Petitioners and (iii) the provisions of any federal or provincial statute, the payments or disposition of Property made by the Receiver pursuant to the Order and the granting of the Administration Charges do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct meriting a recourse for abuse under an applicable law, and shall be valid and enforceable as against any person, including any trustee in bankruptcy, and any receiver to the Property of the Debtor;

[30] **AUTHORIZES** the Receiver to collect the payment of its fees and disbursements and those of its attorneys, with the consent of the Petitioners, the whole subject to taxation in conformity with the BIA, if applicable;

FUNDING OF THE RECEIVERSHIP

[31] **DECLARES** that the Receiver be at liberty and empowered to use from time to time as it may consider necessary or desirable the funds that may be made available by Deutsche Bank AG, London Branch ("**DB**") to the Receiver (the "**PRA Funds**") out of the Account (as defined in the Amended and Restated Performance Reserve Account Agreement dated November 4, 2011 filed as Exhibit P-5 to the Motion) up to an amount not exceeding US \$1,250,000 (one million two hundred and fifty thousand U.S. dollars) under such terms and conditions as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver pursuant to this order, including interim expenditures.

[32] **DECLARES** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "**PRA Certificates**") in connection with the use of PRA Funds pursuant to this Order.

[33] **DECLARES** that the Receiver be at liberty and empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable (the "**Receiver's Borrowing**"), provided that the outstanding principal amount does not exceed \$500,000 (five hundred thousand dollars) (or such greater amount as this Court may by further order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver pursuant to this order, including interim expenditures.

[34] **DECLARES** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "B" hereto (the "**Receiver's Borrowing Certificates**") in connection with any amount borrowed by it pursuant to this Order.

[35] **DECLARES** that until further order of this Court, the total aggregate amount of PRA Funds and Receivers Borrowings shall not exceed \$1,250,000 (one million two hundred and fifty thousand dollars).

[36] **DECLARES** that the whole of the Property shall be and is hereby charged by a hypothec, mortgage, lien and security interest to the extent of the aggregate amount of \$1,500,000 (one million five hundred thousand dollars) by way of a fixed and specific charge (the "**Funding Charge**") as security for the repayment of the PRA Funds and the Receiver's Borrowing, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

[37] **DECLARES** that the Funding Charge is effective and shall charge as of the Effective Time, all of the Debtor's Property present and future.

[38] **DECLARES** that neither the Funding Charge nor any other security granted by the Receiver in connection with the use of PRA Funds or its borrowings pursuant to this order shall be enforced without leave of this Court.

[39] **DECLARES** that the PRA Funds used by the Receiver and the monies from time to time borrowed by the Receiver pursuant to this order or any further order of this Court shall rank on a pari passu basis, unless otherwise agreed to by DB and the lenders of any such monies.

GENERAL

[40] **DECLARES** that the Order, the Motion and the affidavit do not, in and of themselves, constitute a default or failure to comply by the Debtor under any statute, regulation, license, permit, contract, permission, covenant, agreement, undertaking or any other written document or requirement;

[41] **DECLARES** that the Receiver is at liberty to serve any notice, circular or any other document in connection with these proceedings by forwarding copies by prepaid ordinary mail, courier, personal delivery or electronic transmission to persons or other appropriate parties at their respective given address as last shown in the Records; the documents served in this manner shall be deemed to be received on the date of delivery if by personal delivery or electronic transmission, on the following business day if delivered by courier, or three (3) business days after mailing if delivered by ordinary mail;

[42] **DECLARES** that the Receiver may serve any court materials in these proceedings on all represented parties, by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that the Receiver shall deliver "hard copies" of such materials upon request to any party as soon as practicable thereafter;

[43] **DECLARES** that any party interested in these proceedings may serve any court material in these proceedings by emailing a PDF or other electronic copy of such materials to counsels' email addresses, provided that such party shall deliver a "hard copy" on paper of such PDF or electronic materials to the Debtor's and the Receiver's counsel and to any other party who may request such delivery;

[44] **DECLARES** that, unless otherwise provided herein, ordered by this Court, or provided by the BIA, no document, order or other material need be served on any person in respect of these proceedings, unless such person has served a notice of appearance on the solicitors for the Debtor and the Receiver and has filed such notice with the Court;

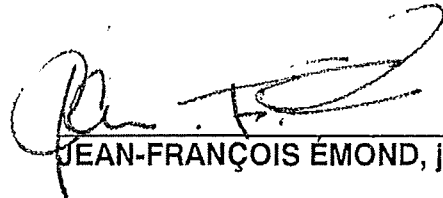
[45] **DECLARES** that any interested Person may apply to this Court to vary or rescind the Order or seek other relief upon five (5) days notice to the Receiver, the Petitioners and any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order;

[46] **DECLARES** that the present Order and all other orders in these proceedings shall have full force and effect in all provinces and territories in Canada;

[47] **DECLARES** that the Receiver shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement the Order and any subsequent orders of this Court and, without limitation to the foregoing, an order under Chapter 15 of the U.S. Bankruptcy Code, for which the Receiver shall be the foreign representative of the Debtor. All courts and administrative bodies of all such jurisdictions are hereby respectively requested to make such orders and to provide such assistance to the Receiver as may be deemed necessary or appropriate for that purpose;

[48] **REQUESTS** the aid and recognition of any Court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of the Order;

[49] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

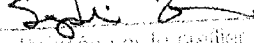

JEAN-FRANÇOIS ÉMOND, j.c.s.

M^e Terence Mathieu
Norton Rose Canada (Casier 92)
Procureurs de Century Mining Corporation

M^e Alain Riendeau
Fasken Martineau DuMoulin (Casier 133)
Procureurs de Samson Bélair Deloitte & Touche

M^e Guy Paul Marte
M^e Danny Vu

COPIE CONFORME

PAR : 
*Personne désignée par le greffier en vertu
des articles 44 C.p.c. et/ou 146 L.I.J.*

200-17-016492-126

PAGE : 11

Stikeman Elliott s.e.n.c.r.l., s.r.l.
1155 boulevard René-Lévesque Ouest
Bureau 4000
Montréal QC H3B 3V2
Procureurs de Deutsche Bank AG, London Branch

Date d'audience : 29 mai 2012

SCHEDULE "A"
PRA CERTIFICATE

CERTIFICATE NO.

AMOUNT \$

THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "**Receiver**") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "**Property**") appointed by Order of the Quebec Superior Court (Commercial Division) (the "**Court**") dated the of May, 2012 (the "**Order**") made in an action having Court file number [●], has received as such Receiver from the PRA Account (as defined in the Order) the principal sum of \$[●], being part of the total principal sum of \$[●], which the Receiver is authorized to use under and pursuant to the Order.

The principal sum evidenced by this certificate is payable on demand by Deutsche Bank AG, London Branch ("**DB**") with interest thereon calculated and compounded [**daily**][**monthly not in advance on the day of each month**] after the date hereof at a notional rate per annum equal to the rate of per cent above the prime commercial lending rate of from time to time.

Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

All sums payable in respect of principal and interest under this certificate are payable at the main office of DB at Toronto, Ontario.

Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2012.

**[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity**

Per:

Name:

Title:

SCHEDULE "B"

RECEIVER'S BORROWINGS CERTIFICATE

CERTIFICATE NO.

AMOUNT \$

THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Quebec Superior Court (Commercial Division) (the "Court") dated the _____ of MONTH, 2012 (the "Order") made in an action having Court file number [●], has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$[●], being part of the total principal sum of \$[●], which the Receiver is authorized to borrow under and pursuant to the Order.

The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.

Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.

All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.

Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the ____ day of _____, 2012.

**[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity**

Per:

Name:

Title:

Exhibit R-3

Lina Cigna

De: Andrée-Anne Gagnon <andree-anne.gagnon@dpcp.gouv.qc.ca>
Envoyé: 12 février 2016 09:29
À: Guillaume-Pierre Michaud
Objet: position du DPCP concernant la continuation dans Century Mining corporation
Pièces jointes: lettre default Century.doc

Indicateur de suivi: Flag for follow up
État de l'indicateur: Avec indicateur

Bonjour Me Michaud,

Vous trouverez ci-joint notre position finale dans le dossier mentionné en titre.

En espérant le tout conforme,

Cordialement

*Directeur
des poursuites
criminelles et pénales*
Québec 

Me Andrée-Anne Gagnon

Procureure aux poursuites criminelles et pénales
Directeur des poursuites criminelles et pénales
Palais de justice de Val-d'Or
900 7e rue,
Val-d'Or, Québec J9P 3P8
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CONFIDENTIEL
Par courriel

Val-d'Or, le 12 février 2016

Me Guillaume Pierre Michaud

Fasken Martineau DuMoulin SENCRL

C.P. 242, Tour de la Bourse

800 place Victoria

Bureau 3700

Montréal QC H4Z 1E9

Objet : CENTURY MINING

Cause : 615-01-021168-136

Cher confrère,

Suite à notre conversation téléphonique et à votre correspondance, nous souhaitons vous transmettre notre position définitive quant à l'orientation du dossier mentionné en titre.

Nous sommes d'avis que, malgré le fait que Century Mining Corporation est en faillite et n'a donc plus de représentants ou administrateurs, nous continuerons les procédures judiciaires à l'encontre de cette dernière. Comme vous le mentionnez vous-même dans votre correspondance, les dispositions en matière de faillite et d'insolvabilité ne peuvent empêcher le commencement ou la continuation de poursuites criminelles.

De plus, après quelques recherches sur la question de la procédure par défaut, nous considérons être en mesure de procéder par défaut dans l'éventualité où personne ne représenterait les intérêts de l'entreprise lors de l'audition.

De ce fait, il est toujours de notre intention de poursuivre les procédures à l'encontre de Century Mining Corporation et entendons demander des dates de procès prochainement au Tribunal. Nous vous enjoignons donc de nous informer de vos intentions le plus rapidement. Particulièrement considérant le fait que l'avocate mandatée, Me Joëlle Roy, a accédé à la fonction de Juge en date du 11 février 2016 et ne pourra donc plus représenter l'entreprise devant les tribunaux.

Dans l'attente de vos commentaires, nous vous prions d'agréer, cher confrère, nos salutations distinguées.

-original signé-

Me Andrée-Anne Gagnon

*Procureure au Directeur aux poursuites
criminelles et pénales*

andree-anne.gagnon@dpcp.gouv.qc.ca
819-354-4340 poste 67693

COMMERCIAL DIVISION

N°: 615-11-001311-127

PROVINCE OF QUÉBEC

SUPERIOR COURT

DISTRICT OF ABITIBI

IN THE MATTER OF THE RECEIVERSHIP OF:

CENTURY MINING CORPORATION,

Debtor

-and-

DELOITTE RESTRUCTURING INC., formerly known

as SAMSON BÉLAIR / DELOITTE & TOUCHE INC.,

Receiver/Petitioner

-and-

COMPUTERSHARE TRUST COMPANY OF CANADA,

Collateral Agent

-and-

DEUTSCHE BANK AG, LONDON BRANCH.,

Principal Secured Creditor

16809/282868.00003

BF1339

**MOTION FOR DIRECTIONS WITH RESPECT TO
PROCEEDINGS INVOLVING THE DEBTOR UNDER
SECTION 22.1 AND 221 OF THE CRIMINAL CODE
AND FOR DECLARATORY JUDGMENT, AFFIDAVIT,
NOTICE OF PRESENTATION, LIST OF EXHIBITS**

ORIGINAL

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