

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF ABITIBI

N° : 615-11-001311-124

DATE : August 13, 2021

PRESIDING: THE HONOURABLE ISABELLE BRETON, J.S.C.

IN THE MATTER OF THE RECEIVERSHIP OF :

CENTURY MINING CORPORATION

Debtor

and

DELOITTE RESTRUCTURING INC.

Receiver/Petitioner

and

COMPUTERSHARE TRUST COMPANY OF CANADA

Collateral Agent

and

DEUTSCHE BANK AG, LONDON BRANCH

Principal Secured Creditor

and

0643990 B.C. LTD.

and

NEW CAROLIN GOLD CORP.

Mises en cause

**APPROVAL AND VESTING ORDER, DISTRIBUTION ORDER AND DISCHARGE
ORDER**

[1] **ON READING** the Receiver / Petitioner Deloitte Restructuring Inc.'s (the "Receiver") Motion for the Issuance of (i) an Approval and Vesting Order, (ii) an Order

Authorizing the Distribution of the Proceeds of the Sale of the Property, and (iii) an Order Discharging the Receiver (the “**Motion**”), the affidavit and the exhibits in support thereof, as well as the Eighteenth Report of the Receiver dated July 20, 2021 (the “**Report**”);

[2] **SEEING** the service of the Motion;

[3] **SEEING** the submissions of the Receiver’s attorneys;

[4] **SEEING** that it is appropriate to issue an order approving the transactions (the “**Transaction**”) contemplated by the agreement entitled *Asset Purchase Agreement* (the “**Purchase Agreement**”) by and between the Receiver, as vendor, and 0643990 B.C. Ltd. as purchaser (the “**Purchaser**”), copy of which was filed herewith under seal as **Exhibit R-4**, and to all the transactions contemplated therein (collectively, the “**Transaction**”), and vesting in the Purchaser the assets described in **Schedule “B”** hereto, excluding the “Permitted Encumbrances”, as this term is defined hereinafter (the “**Purchased Assets**”);

WHEREFORE THE COURT :

[5] **GRANTS** the Motion;

SERVICE

[6] **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.

[7] **PERMITS** service of this Order at any time and place and by any means whatsoever.

SALE APPROVAL

[8] **ORDERS** and **DECLARES** that the Transaction is hereby approved, and the execution of the Purchase Agreement by the Receiver is hereby authorized and approved, with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to but only with the consent of the Receiver.

EXECUTION OF DOCUMENTATION

[9] **AUTHORIZES** the Receiver and the Purchaser to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in the Purchase Agreement (Exhibit R-4) and any other ancillary document which could be required or useful to give full and complete effect thereto, including, without limitation, executing such forms of transfer in respect of the Purchased Assets for and on behalf of the Debtor, if and as applicable or expedient to carry out the provisions of the Purchase Agreement.

AUTHORIZATION

[10] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by the Receiver to proceed with the Transaction and that no shareholder or regulatory approval, if applicable, shall be required in connection therewith.

VESTING OF PURCHASED ASSETS

[11] **ORDERS** and **DECLARES** that upon the issuance of a Receiver's certificate substantially in the form appended as **Schedule "A"** hereto (the "**Certificate**"), all rights, title and interest in and to the Purchased Assets shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests (whether contractual, statutory or otherwise), liens, charges, hypothecs, mortgages, pledges, trusts or deemed trusts, assignments, judgments, executions, writs of seizure or execution, notices of sale, consent rights to further transfers or assignments, options, adverse claims, levies, rights of first refusal or other pre-emptive rights in favour of third parties, restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**"), including without limiting the generality of the foregoing all charges, security interests or charges evidenced by registration, publication or filing pursuant to the *Civil Code of Québec*, British Columbia's Mineral Titles Online internet-based electronic mineral titles administration system, or any other applicable legislation providing for a security interest in personal or movable property, excluding however, the permitted encumbrances, interests, easements and restrictive covenants listed on **Part 4 of Schedule "B"** hereto (the "**Permitted Encumbrances**") and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Purchased Assets, other than the Permitted Encumbrances, be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date of the Certificate.

[12] **DECLARES** that upon issuance of the Certificate, the Transaction shall be deemed to constitute and shall have the same effect as a sale under judicial authority as per the provisions of the *Code of Civil Procedure* and a forced sale as per the provisions of the *Civil Code of Quebec*.

[13] **ORDERS** and **DIRECTS** the Receiver to file with the Court a copy of the Certificate, forthwith after issuance thereof.

AMENDMENT OF SECURITY REGISTRATIONS

[14] **ORDERS** that upon the issuance of the Certificate, the Receiver shall be authorized to take all such steps as may be necessary or desirable to amend or update any registrations in public or government offices to reflect the transfer of the Purchased Assets from the Receiver and/or the Debtor to the Purchaser, including filing financing change statements with the *British Columbia Personal Property Registry* and filing notices in the *British Columbia Gold Commissioner's Office*. For clarity, the Receiver is not

authorized to, and shall not, discharge any of the Permitted Encumbrances or any Encumbrances that would have the effect of releasing any security interests in any assets of the Debtor other than the Purchased Assets. The Receiver shall be authorized to apply to this Court for any additional authorizations as may be necessary to effect the discharge of all Encumbrances registered against the Debtor or the Receiver in respect of the Purchased Assets.

VALIDITY OF THE TRANSACTION

[15] **ORDERS** that notwithstanding:

- (i) the pendency of these proceedings; or
- (ii) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets contemplated in this Order, as well as the execution of the Purchase Agreement pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against the Receiver, the Debtor or the Purchaser.

LIMITATION OF LIABILITY

[16] **DECLARES** that, subject to other orders of this Court, nothing herein contained shall require the Receiver to occupy or to take control, or to otherwise manage all or any part of the Purchased Assets. The Receiver shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Assets within the meaning of environmental legislation, the whole pursuant to the terms of the BIA;

[17] **DECLARES** that no action lies against the Receiver, the Collateral Agent and the Principal Secured Creditor (the “**Released Parties**”) 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 Released Parties or belonging to the same group as the Released Parties shall benefit from the protection arising under the present paragraph.

DISTRIBUTION OF NET PROCEEDS

[18] **ORDERS** that the net proceeds from the sale of the Purchased Assets (the “**Net Proceeds**”) shall be remitted to the Receiver.

[19] **AUTHORIZES** the Receiver to distribute (the “**Authorization to Distribute**”) the Net Proceeds as well as all sums held by the Receiver in the context of these Proceedings, net of the professional fees of the Receiver and the Receiver’s legal counsel (collectively, the “**Distribution**”) to the Debtor’s principal secured creditor, Deutsche Bank AG, London Branch (“**DB**”).

[20] **ORDERS** that notwithstanding:

- (i) the pendency of these proceedings; or
- (ii) the provisions of any federal or provincial legislation;

the Distribution to occur in accordance with this Order is to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall they give rise to an oppression remedy or any other remedy.

[21] **ORDERS and DECLARES** that any distributions pursuant to this Order shall not constitute a “distribution” and the Receiver shall not constitute a “legal representative” or “representative” of CMC for the purposes of section 14 of the *Tax Administration Act*, CQLR, c. A-6.002, or any other similar provincial tax legislation (collectively, the “**Tax Laws**”), given that the Receiver is only a disbursing agent pursuant to this Order and the Receivership Order, and the Receiver in making such payments is not “distributing”, nor shall be considered to “distribute” not to have “distributed”, such funds for the purpose of the Tax Laws, and the Receiver shall not incur any liability under the Tax Laws in respect of it making any payments ordered or permitted hereunder, and is hereby forever released, remised and discharged from any claims against it under or pursuant to this Order and any claims of this nature are hereby forever barred.

[22] **DECLARES** that the Authorization to Distribute shall be subject only to the receipt by the Receiver of (i) clearance certificates from the relevant provincial and federal tax authorities or (ii) confirmation therefrom that such certificate(s) is (are) not necessary.

[23] **ORDERS AND DECLARES** that any distribution or payment in favour of DB pursuant to this Order shall be in accordance with the order of collocation under the BIA.

[24] **ORDERS AND DECLARES** that this Order shall constitute the only authorization required by the Receiver to proceed with the remittance of the Distribution to DB and that no shareholder or regulatory approval shall be required.

[25] **ORDERS AND DECLARES** that to be effective upon the filing by the Receiver with the Court of a certificate substantially in the form appended as **Schedule “C”** hereto (the “**Discharge Certificate**”) confirming that all matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver, the Released Parties as well as their respective officers, directors, shareholders, employees, attorneys, experts, insurers, amalgamated, related or affiliated bodies corporate, assignees, assignors, successors and predecessors in title, acquirers, agents and representatives whether past, present or future shall be forever irrevocably and unconditionally released and discharged from any and all present and future claims (including claims for contribution or indemnity), liabilities, indebtedness, demands, actions, causes of action, counterclaims, suits, losses, damages, judgments, executions, recoupments, debts, sums of money, expenses, costs, accounts, liens, taxes, penalties, interests, recoveries, and other obligations, liabilities and encumbrances of any nature or kind whatsoever (whether direct or indirect, known or unknown, absolute or contingent,

accrued or unaccrued, liquidated or unliquidated, matured or unmatured, or due or not yet due, in law or equity and whether based in statute, contract or otherwise) based in whole or in part in relation to :

- (i) any act, omission, transaction, dealing or other occurrence, matter, circumstance or fact having occurred in the context of or in connection with the administration of the property of the Debtor in these proceedings on or prior to the filing of the Certificate; and
- (ii) the Receiver's conduct as Receiver,

save and except for gross negligence or wilful misconduct on the part of the Released Parties.

[26] **ORDERS AND DECLARES** that notwithstanding the filing of the Discharge Certificate, (a) the Receiver will remain the Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership; and (b) Deloitte Restructuring Inc. and the Receiver will continue to have the benefit of the provisions of all orders made in this proceeding, including all approvals, protections and stays of proceedings in favor of the Receiver.

[27] **ORDERS** that the Receiver is hereby directed to file a copy of the Discharge Certificate with the Court as soon as practicable following service thereof on the Service List.

[28] **ORDERS** that upon filing the Discharge Certificate with the Court, the charges created by the orders rendered in these receivership proceedings shall be terminated, released and discharged without any other act or formality.

GENERAL

[29] **ORDERS** that the Purchaser or the Receiver shall be authorized to take all steps as may be necessary to effect the discharge of the Encumbrances;

[30] **ORDERS** that unless communicated by written consent of the Receiver, Exhibits R-2 and R-3 be kept confidential and under seal, and may not be published or disseminated, directly or indirectly, until further order of this Court;

[31] **ORDERS** that the Purchase Agreement (Exhibit R-4) be kept confidential and under seal until the earlier of (i) the closing of the Transaction, or (ii) further order of this Court, but that each of the Receiver or the Purchaser may provide third parties with copies of the Purchase Agreement as they determine to be appropriate;

[32] **DECLARES** that any interested party not served with the Motion prior to the issuance of this Order may apply to this Court within a delay of five (5) business days following the service on them of this Order, to vary or rescind this Order or seek other relief at a comeback hearing, upon one (1) business days' prior notice to the Receiver,

Deutsche Bank AG and to any other party likely to be affected by the order sought, or upon such other notice, if any, as this Court may order;

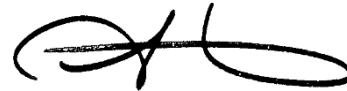
[33] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada;

[34] **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, Peru or elsewhere, for orders which aid and complement the Order 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 respectfully requested to make such orders and to provide such assistance to the Receiver as may be deemed necessary or appropriate for that purpose;

[35] **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, Peru 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;

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

[37] **THE WHOLE WITHOUT COSTS.**



**The Honourable Isabelle Breton,
J.S.C.**



Signature numérique
de Isabelle Breton
Date : 2021.08.13
14:47:55 -04'00'

SCHEDULE "A"
DRAFT CERTIFICATE OF THE RECEIVER
SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF ABITIBI

N° : 615-11-001311-124

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CENTURY MINING CORPORATION

Debtor

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Mises en cause

CERTIFICATE OF THE RECEIVER

RECITALS:

WHEREAS on May 29, 2012, the Superior Court of Quebec (the "**Court**") issued a receivership order (the "**Receivership Order**") pursuant to the Bankruptcy and Insolvency Act (the "**Act**") in respect of Century Mining Corporation (the "**Debtor**");

WHEREAS pursuant to the terms of the Receivership Order, Samson Bélair / Deloitte & Touche inc. (now Deloitte Restructuring Inc.) was appointed as receiver (the “**Receiver**”) to the assets of the Debtor;

WHEREAS on August 13, 2021, the Court issued an Order (the “**Vesting Order**”) thereby, *inter alia*, authorizing and approving the execution by the Receiver of an agreement entitled *Asset Purchase Agreement* (the “**Purchase Agreement**”) by and between the Receiver, as vendor, and 0643990 B.C. Ltd., as purchaser (the “**Purchaser**”), copy of which was filed in the Court record and of all the transactions contemplated therein (the “**Transaction**”) with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Receiver.

WHEREAS the Vesting Order contemplates the issuance of this Certificate of the Receiver once (a) the Purchase Agreement has been executed and delivered; and (b) the Purchase Price (as defined in the Purchase Agreement) has been paid by the Purchaser; and (c) and all the conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

THE RECEIVER CERTIFIES THE FOLLOWING:

- (a) the Purchase Agreement has been executed and delivered;
- (b) the Purchase Price (as defined in the Purchase Agreement) payable upon the closing of the Transaction and all applicable taxes have been paid; and
- (c) all conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

This Certificate was issued by the Receiver at _____[TIME] on _____[DATE].

Deloitte Restructuring Inc. in its capacity as receiver to the assets of *Century Mining Corp.*, and not in its personal capacity.

Name: _____

Title: _____

SCHEDULE "B"**Part 1 – Purchased Assets**

(i) a 2% net smelter return royalty on the Ladner Gold Project granted pursuant to, and payable on terms and conditions outlined in, the New Carolin Purchase Agreement;

(ii) an amount equal to 35% of the profits, if any, earned and received by New Carolin from the sale of gold obtained by New Carolin, or obtained by any third party contracted by New Carolin for that purpose, following the reprocessing of the tailings presently located in the tailings pond area situated on the Ladner Gold Project, as such area is more particularly described in a technical report of New Carolin dated May 29, 2015 prepared under National Instrument 43-101 – Standards of Disclosure for Mineral Projects, and available on SEDAR under New Carolin's issuer profile at www.sedar.com, granted pursuant to, and payable on terms and conditions outlined in, the New Carolin Purchase Agreement; and

(iii) the New Carolin Shares.

Part 2 – Definitions in “Purchased Assets”

“**Ladner Gold Project**” means collectively, the mining rights held by New Carolin, forming part of the Ladner Gold Project located in the Province of British Columbia, which are listed in Schedule C to the New Carolin Purchase Agreement and which is reproduced in Part 3 of Schedule “B” to this Order;

“**New Carolin**” means New Carolin Gold Corp.;

“**New Carolin Purchase Agreement**” means the asset purchase agreement between the Receiver, Century Mining Corporation and New Carolin dated July 10, 2014, as amended on December 29, 2014, April 15, 2015 and February 2, 2016;

“**New Carolin Shares**” means all the 2,738,950 common shares in the capital of New Carolin held by the Receiver as of the date hereof.

Part 3 – Schedule “C” to the New Carolin Purchase Agreement

This is Schedule “C” to the Agreement dated July 10, 2014 between the Receiver and New Carolin Gold Corp.

Mining claims

Tenure Number	Claim Name	Owner	Issue Date	Good to Date	Area (ha)
318629	MCMASTER 27	202769 (100%)	1993/jun/30	2018/jan/31	25.0
318630	MCMASTER 13	202769 (100%)	1993/jun/30	2018/jan/31	25.0
318631	MCMASTER 14	202769 (100%)	1993/jun/30	2018/jan/31	25.0
318632	MCMASTER 15	202769 (100%)	1993/jun/30	2018/jan/31	25.0
318633	MCMASTER 16	202769 (100%)	1993/jun/30	2018/jan/31	25.0
318634	MCMASTER 17	202769 (100%)	1993/jun/30	2018/jan/31	25.0
318635	MCMASTER 18	202769 (100%)	1993/jun/30	2018/jan/31	25.0
318721	MCMASTER 1	202769 (100%)	1993/jun/30	2018/jan/31	25.0
318722	MCMASTER 2	202769 (100%)	1993/jun/30	2018/jan/31	25.0
318723	MCMASTER 3	202769 (100%)	1993/jun/30	2018/jan/31	25.0
318724	MCMASTER 4	202769 (100%)	1993/jun/30	2018/jan/31	25.0
318725	MCMASTER 5	202769 (100%)	1993/jun/30	2018/jan/31	25.0
318726	MCMASTER 6	202769 (100%)	1993/jun/30	2018/jan/31	25.0
318727	MCMASTER 7	202769 (100%)	1993/jun/30	2018/jan/31	25.0
318728	MCMASTER 8	202769 (100%)	1993/jun/30	2018/jan/31	25.0
318729	MCMASTER 9	202769 (100%)	1993/jun/30	2018/jan/31	25.0
318730	MCMASTER 10	202769 (100%)	1993/jun/30	2018/jan/31	25.0
318731	MCMASTER 11	202769 (100%)	1993/jun/30	2018/jan/31	25.0
318732	MCMASTER 12	202769 (100%)	1993/jun/30	2018/jan/31	25.0
318735	MCMASTER 21	202769 (100%)	1993/jul/03	2018/jan/31	25.0
318737	MCMASTER 23	202769 (100%)	1993/jul/03	2018/jan/31	25.0
318738	MCMASTER 24	202769 (100%)	1993/jul/03	2018/jan/31	25.0
318739	MCMASTER 25	202769 (100%)	1993/jul/03	2018/jan/31	25.0
319133	MCMASTER #28	202769 (100%)	1993/jul/12	2018/jan/31	25.0
319134	MCMASTER #29	202769 (100%)	1993/jul/12	2018/jan/31	25.0
319135	MCMASTER #30	202769 (100%)	1993/jul/12	2018/jan/31	25.0
319136	MCMASTER #31	202769 (100%)	1993/jul/12	2018/jan/31	25.0
319403	MCMASTER 38	202769 (100%)	1993/jul/22	2018/jan/31	25.0
319404	MCMASTER 39	202769 (100%)	1993/jul/22	2018/jan/31	25.0
319406	MCMASTER 41	202769 (100%)	1993/jul/22	2018/jan/31	25.0
319407	MCMASTER 42	202769 (100%)	1993/jul/22	2018/jan/31	25.0
319408	MCMASTER 43	202769 (100%)	1993/jul/22	2018/jan/31	25.0
319409	MCMASTER 32	202769 (100%)	1993/jul/22	2018/jan/31	25.0
319410	MCMASTER 33	202769 (100%)	1993/jul/22	2018/jan/31	25.0
319411	MCMASTER 34	202769 (100%)	1993/jul/22	2018/jan/31	25.0
319412	MCMASTER 35	202769 (100%)	1993/jul/22	2018/jan/31	25.0
319413	MCMASTER 36	202769 (100%)	1993/jul/22	2018/jan/31	25.0
319414	MCMASTER 37	202769 (100%)	1993/jul/22	2018/jan/31	25.0
319630	MCMASTER 45	202769 (100%)	1993/jul/29	2018/jan/31	25.0
319631	MCMASTER 46	202769 (100%)	1993/jul/29	2018/jan/31	25.0
319632	MCMASTER 47	202769 (100%)	1993/jul/29	2018/jan/31	25.0

321195	MCMASTER 76	202769 (100%)	1993/sep/24	2018/jan/31	25.0
321196	MCMASTER 77	202769 (100%)	1993/sep/24	2018/jan/31	25.0
321197	MCMASTER 78	202769 (100%)	1993/sep/24	2018/jan/31	25.0
321198	MCMASTER 79	202769 (100%)	1993/sep/24	2018/jan/31	25.0
321199	MCMASTER 95	202769 (100%)	1993/sep/24	2018/jan/31	25.0
321200	MCMASTER 96	202769 (100%)	1993/sep/24	2018/jan/31	25.0
326921	ELMAN CREEK #1	202769 (100%)	1994/jun/28	2018/jan/31	200.0
336994	MM. FR. 2	202769 (100%)	1995/jun/15	2018/jan/31	25.0
337160	MM. FR. 1	202769 (100%)	1995/jun/28	2018/jan/31	25.0
341673	MCMASTER 113	202769 (100%)	1995/nov/01	2018/jan/31	25.0
341674	MCMASTER 114	202769 (100%)	1995/nov/01	2018/jan/31	25.0
341676	MCMASTER 116	202769 (100%)	1995/nov/01	2018/jan/31	25.0
341677	MCMASTER 117	202769 (100%)	1995/nov/01	2018/jan/31	25.0
341678	MCMASTER 118	202769 (100%)	1995/nov/01	2018/jan/31	25.0
341679	MCMASTER 119	202769 (100%)	1995/nov/02	2018/jan/31	25.0
341680	MCMASTER 120	202769 (100%)	1995/nov/02	2018/jan/31	25.0
341681	MCMASTER 121	202769 (100%)	1995/nov/02	2018/jan/31	25.0
341682	MCMASTER 122	202769 (100%)	1995/nov/02	2018/jan/31	25.0
341683	MCMASTER 123	202769 (100%)	1995/nov/02	2018/jan/31	25.0
403797	REFER TO LOT TABLE	202769 (100%)	2003/jul/22	2018/jan/31	25.0
403798	REFER TO LOT TABLE	202769 (100%)	2003/jul/22	2018/jan/31	25.0
403799	REFER TO LOT TABLE	202769 (100%)	2003/jul/22	2018/jan/31	25.0
403800	REFER TO LOT TABLE	202769 (100%)	2003/jul/22	2018/jan/31	25.0
403801	REFER TO LOT TABLE	202769 (100%)	2003/jul/22	2018/jan/31	25.0
403802	REFER TO LOT TABLE	202769 (100%)	2003/jul/22	2018/jan/31	25.0
403803	REFER TO LOT TABLE	202769 (100%)	2003/jul/22	2018/jan/31	25.0
403804	REFER TO LOT TABLE	202769 (100%)	2003/jul/22	2018/jan/31	25.0
544700	CENTURY 2	202769 (100%)	2006/oct/31	2018/jan/31	20.9622
544702	CENTURY 5	202769 (100%)	2006/oct/31	2018/jan/31	20.9731
544727	CENTURY 4	202769 (100%)	2006/oct/31	2018/jan/31	20.9498
571057	MODULE 1	202769 (100%)	2007/nov/30	2018/jan/31	146.8963
571058	MODULE 2	202769 (100%)	2007/nov/30	2017/jan/31	251.7971
571059	MODULE 3	202769 (100%)	2007/nov/30	2017/jan/31	503.317
571060	MODULE 4	202769 (100%)	2007/nov/30	2018/jan/31	41.94
571061	MODULE 5	202769 (100%)	2007/nov/30	2018/jan/31	104.8882
571062	MODULE 6	202769 (100%)	2007/nov/30	2018/jan/31	188.7444
571063	MODULE 7	202769 (100%)	2007/nov/30	2017/jan/31	524.0033
571064	MODULE 8	202769 (100%)	2007/nov/30	2018/jan/31	104.8052
571065	MODULE 9	202769 (100%)	2007/nov/30	2018/jan/31	125.727
571066	MODULE 10	202769 (100%)	2007/nov/30	2018/jan/31	146.67
571067	MODULE 11	202769 (100%)	2007/nov/30	2018/jan/31	125.6824
571068	MODULE 12	202769 (100%)	2007/nov/30	2018/jan/31	41.8688
588342	549876	202769 (100%)	2008/jul/16	2018/jan/31	41.9314

588343	557705	202769 (100%)	2008/jul/16	2018/jan/31	83.7747
588344	557704	202769 (100%)	2008/jul/16	2018/jan/31	41.8721
588345		202769 (100%)	2008/jul/16	2018/jan/31	20.9394
588346	557704	202769 (100%)	2008/jul/16	2018/jan/31	20.9461
588352	LESSONS LEARNED 1	202769 (100%)	2008/jul/16	2017/jan/31	439.713
588353	LESSONS LEARNED 2	202769 (100%)	2008/jul/16	2017/jan/31	167.5848
588354	LESSONS LEARNED 3	202769 (100%)	2008/jul/16	2017/jan/31	83.8594
588389		202769 (100%)	2008/jul/17	2017/jan/31	209.6588
601550		202769 (100%)	2009/mar/24	2018/jan/31	62.9263
601551		202769 (100%)	2009/mar/24	2018/jan/31	62.812
601597		202769 (100%)	2009/mar/25	2018/jan/31	62.8104
601598		202769 (100%)	2009/mar/25	2018/jan/31	83.8742
601657		202769 (100%)	2009/mar/26	2018/jan/31	41.9316
601660		202769 (100%)	2009/mar/26	2018/jan/31	41.948
601661		202769 (100%)	2009/mar/26	2018/jan/31	20.9712
601662		202769 (100%)	2009/mar/26	2018/jan/31	20.9713
601664		202769 (100%)	2009/mar/26	2018/jan/31	20.9622

Land Titles as located and recorded in the Yale Division Yale District

Certificate Number	Title Number	Parcel Identifier
STBC1462303	L8275675	006-050-026
STBC1462304	L8275676	006-050-891
STBC1462305	L8275677	006-051-031
STBC1462307	LB275678	006-051456
STBC1462308	L13275679	006-051-529
STBC1462310	LB275680	006-051-596
STBC1462313	LB275681	006-051-634
STBC1462316	LB275682	006-050-000
STBC1462318	L8275683	006-050-018
STBC1476635	LB292072	006-049-991
STBC1476634	LB292071	006-049-982

Part 4 – Permitted Encumbrances

None.

SCHEDULE "C"
DRAFT DISTRIBUTION AND DISCHARGE CERTIFICATE
SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF ABITIBI

N° : 615-11-001311-124

IN THE MATTER OF THE RECEIVERSHIP OF :

CENTURY MINING CORPORATION

Debtor

and

DELOITTE RESTRUCTURING INC.

Receiver/Petitioner

and

COMPUTERSHARE TRUST COMPANY OF CANADA

Collateral Agent

and

DEUTSCHE BANK AG, LONDON BRANCH

Principal Secured Creditor

and

0643990 B.C. LTD.

and

NEW CAROLIN GOLD CORP.

Mises en cause

CERTIFICATE OF THE RECEIVER

RECITALS:

WHEREAS on May 29, 2012, the Superior Court of Quebec (the "**Court**") issued a receivership order (the "**Receivership Order**") pursuant to the Bankruptcy and Insolvency Act (the "**Act**") in respect of Century Mining Corporation (the "**Debtor**");

WHEREAS pursuant to the terms of the Receivership Order, Samson Bélair / Deloitte & Touche inc. (now Deloitte Restructuring Inc.) was appointed as receiver (the "**Receiver**") to the assets of the Debtor;

WHEREAS pursuant to an order of the Court dated August 13, 2021, the Receiver was discharged as the Receiver of the Debtor, to be effective upon the filing by the Receiver with the Court of a certificate confirming that all matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver, provided, however, that notwithstanding its discharge: (a) the Receiver will remain the Receiver for the performance of such incidental duties as may be required to complete the administration of the receivership; and (b) Deloitte Restructuring Inc. and the Receiver will continue to have the benefit of the provisions of all orders made in this proceeding, including all approvals, protections and stays of proceedings in favour of the Receiver.

WHEREAS the Vesting Order contemplates the issuance of this Certificate of the Receiver once the (a) the Purchase Agreement has been executed and delivered; and (b) the Purchase Price (as defined in the Purchase Agreement) has been paid by the Purchaser; and (c) and all the conditions to the closing of the Transaction have been satisfied or waived by the parties thereto.

THE RECEIVER CERTIFIES THE FOLLOWING:

- (a) all matters to be attended to in connection with the receivership of the Debtor have been completed to the satisfaction of the Receiver.

This Certificate was issued by the Receiver at _____[TIME] on _____[DATE].

Deloitte Restructuring Inc. in its capacity as receiver to the assets of *Century Mining Corp.*, and not in its personal capacity.

Name: _____

Title: _____