

SUPERIOR COURT
(Commercial Division)

CANADA
PROVINCE OF QUEBEC
DISTRICT OF ABITIBI

N° : 615-11-001311-124

DATE : February 15, 2016

PRESIDING : THE HONOURABLE ROBERT DUFRESNE, J.S.C.

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

and

NEW CAROLIN GOLD CORP.
Mise en cause

ORDER

[1] ON READING the Receiver / Petitioner Deloitte Restructuring Inc.'s (the "Receiver") Motion for the Issuance of an Order Authorizing Certain Amendments to a

Transaction with Respect to the Sale of Part of the Debtor's Assets (the "**Motion**"), the affidavit and the exhibits in support thereof;

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

[3] **SEEING** the submissions of the attorneys;

[4] **WHEREFORE THE COURT:**

[5] **GRANTS** the present Motion for the Issuance of an Order Authorizing Certain Amendments to a Transaction with respect to the Sale of Part of the Debtor's Assets (the "**Motion**");

[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;

[8] **ORDERS** and **DECLARES** that the amendments (the "**Amendments**") contemplated in (i) the agreement entitled First Amending Agreement entered into on December 29, 2014 by New Carolin Gold Corp. ("**NCGC**") and Deloitte Restructuring Inc., acting in its capacity as receiver to the assets of Century Mining Corporation (the "**Receiver**"), and filed under seal as **EXHIBIT R-3** (the "**First Amending Agreement**"), (ii) the agreement entitled Second Amending Agreement entered into by NCGC and the Receiver on April 15, 2015, and filed under seal as **EXHIBIT R-4** (the "**Second Amending Agreement**"), and (iii) the agreement entitled Third Amending Agreement entered into by NCGC and the Receiver on February 2, 2016, and filed under seal as **EXHIBIT R-5** (the "**Third Amending Agreement**"), are hereby authorized and approved, and that the transaction approved by order of this Court dated December 2, 2014 in the present matter, notably at paragraph [9] of said order, is authorized and approved as amended by the Amendments;

[9] **ORDERS** that an amount of \$25,000, excluding taxes, to be remitted by NCGC to the Receiver in accordance with paragraph 7 of the Third Amending Agreement be applied in payment of the Receiver's fees in disbursements in relation with the implementation of the Third Amending Agreement and the preparation and preparation of the Motion in this respect;

[10] **DECLARES** 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;

[11] **ORDERS** that unless communicated by written consent of the Receiver, **EXHIBIT R-1 to R-5** be kept confidential and under seal until further order of this Court;

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

[13] **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, 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;

[14] **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;

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

[16] **THE WHOLE** without costs.



ROBERT DUFRESNE, J.C.S.

Me Luc Béliveau
Fasken, Martineau, Dumoulin
Attorneys for Receiver/Petitioner

Stikeman, Elliott
Attorneys for Principal Secured Creditor

Date d'audience : February 10, 2016