

CENTURY MINING CORPORATION

as Seller

and

DEUTSCHE BANK AG, LONDON BRANCH

as Buyer

FORWARD GOLD PURCHASE AGREEMENT

Dated as of December 22, 2009

STIKEMAN ELLIOTT LLP

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FORWARD GOLD PURCHASE AGREEMENT

THIS FORWARD GOLD PURCHASE AGREEMENT dated as of December 22, 2009 between **Century Mining Corporation** (the “**Seller**”), a company continued under the laws of Canada with its head office located at 441 Peace Portal Drive, Blaine, Washington and **Deutsche Bank AG** (the “**Buyer**”), a bank domiciled in Frankfurt am Main, Germany, operating in the United Kingdom under branch registration number BR000005, acting through its London branch located at Winchester House, 1 Great Winchester Street, London EC2N 2DB, United Kingdom, (each a “**Party**” and together the “**Parties**”).

RECITALS:

WHEREAS the Seller owns and operates the Mining Projects (directly or through a Subsidiary) and expects to produce gold from such Mining Projects throughout the term of this Forward Gold Purchase Agreement;

AND WHEREAS the Seller wishes to sell to the Buyer, and the Buyer wishes to purchase from the Seller, the Contract Quantity of Gold. In consideration for such sale of Gold, the Buyer wishes to make a prepayment on the Effective Date, with the remainder of the consideration for such sale of Gold, if any, to be payable following Delivery, all on and subject to the terms and conditions specified herein.

NOW THEREFORE it is agreed as follows:

Section 1 Definitions.

As used in this Forward Gold Purchase Agreement, the following terms have the following meanings:

“**Actual Monthly Quantity**” means, with respect to each Monthly Delivery Date, the amount of Gold in Ounces actually Delivered by the Seller to the Buyer on such Monthly Delivery Date;

“**Additional Gold Payment Amount**” has the meaning given to it in Section 7(3);

“**Additional Gold Payment Date**” means in respect of each Monthly Delivery Date, the day that falls two Business Days after such Monthly Delivery Date;

“**Affiliate**” means in relation to any Person, any Person controlled, directly or indirectly, by such Person; any Person that controls, directly or indirectly, such Person, or any Person directly or indirectly under common control with such Person. For this purpose, “control” of any Person means the ownership of, or the ability to direct, a majority of the voting Power of the Person (however described), and any Person who controls a Person also controls each Person controlled by such Person;

“**Annual Business Plan**” means the Seller’s most recent financial plan in effect from time to time that has been delivered by the Seller to the Buyer;

“Applicable Laws” means all laws, statutes, Environmental Laws, ordinances, codes of practice, circulars, guidance, common law, civil law, rules, by-laws, policies, guidelines, treaties and regulations, and all directives, orders, judgments, decisions, injunctions, awards and decrees of any Authority, in each case whether or not having the force of law;

“Authority” means any national, regional or local government or governmental, administrative, fiscal, judicial, arbitral or government-owned body, department, commission, authority, tribunal, agency or entity, or central bank (or any Person, whether or not government owned and howsoever constituted or called, that exercises the functions of a central bank);

“Available New Equity Amount” means, from time to time, an amount equal to (i) the proceeds to the Seller of any offering or offerings, or exercise or exercises, of shares, units, warrants or options of the Seller effected subsequent to the Effective Date (and not including for greater certainty the proceeds of any offering referred to in Section 3(e), but including the proceeds to the Seller of the exercise fifteen (15) days or more after the Effective Date of options or warrants issued on or prior to the Effective Date); after the deduction of all costs, expenses, discounts and commissions associated with the offering or offerings; less (ii) all amounts expended on account of Capital Expenditures in reliance upon Section 11(2)(o)(iii) and the amount of all Financial Assistance provided in reliance upon Section 11(2)(k)(viii). The Seller shall promptly notify the Buyer of all amounts received which, pursuant to (i), would increase the Available New Equity Amount and all amounts expended which, pursuant to (ii), would decrease the Available New Equity Amount;

“Business Day” means any day other than a Saturday or Sunday on which commercial banks in London, England and Toronto, Ontario, Canada are open for general business and on which the Gold Price is published on the Reference Price Source;

“Buyer’s Unallocated Gold Account” means the unallocated gold account of the Buyer at Johnson Matthey with account no. [2352](#);

“Canadian Dollar” and **“Cdn\$”** means lawful currency of Canada;

“Capital Expenditures” means expenditures by a Person required to be capitalized in accordance with GAAP;

“Cash Equivalents” has the meaning specified in Section 11(2)(k);

“Change of Control” means the occurrence of any of the following events in relation to the Seller: (i) any Person, other than Maxim Finskiy or Fran Scola, or an entity or entities which is controlled by either of such Persons (but only for so long as such entity or entities remains so controlled), or another Person or Persons who the Buyer determines, in its discretion, satisfies the Buyer’s KYC, AML, ATF and other regulatory requirements, is or becomes the owner, directly or indirectly, beneficially or of record, of shares representing more than 35% (calculated on a fully diluted

basis) of the aggregate ordinary voting power represented by the outstanding share capital of the Seller, (ii) any sale, lease, exchange or other transfer (in one transaction or series of related transactions) of all or substantially all of the Seller's property and assets, or (iii) the approval by the Seller's shareholders of any plan or proposal for the liquidation or dissolution of the Seller. For greater certainty, the Buyer acknowledges that the acquisition by Maxim Finskiy or Fran Scola, or by an entity or entities which is controlled by either of such Persons (but only for so long as such entity or entities remains so controlled) of further shares of the Seller does not, taken by itself, constitute a "Change of Control". For purposes of this definition, "control" of any Person means the ownership of, or the ability to direct, a majority of the voting Power of the Person (however described), and any Person who controls a Person also controls each Person controlled by such Person;

"Close-out Amount" means, with respect to the Non-Defaulting Party, the amount of the losses or costs of the Non-Defaulting Party that are or would be incurred under then prevailing circumstances (expressed as a positive number) or gains of the Non-Defaulting Party that are or would be realised under then prevailing circumstances (expressed as a negative number) in replacing, or in providing for the Non-Defaulting Party, the economic equivalent of the material terms of this Forward Gold Purchase Agreement, including the payments and deliveries by the Parties under this Forward Gold Purchase Agreement that would, but for the occurrence of the relevant Early Termination Date, have been required after that date (assuming satisfaction of the conditions precedent in Section 3);

Any Close-out Amount will be determined by the Non-Defaulting Party (or its agent), which will act in good faith and use commercially reasonable procedures in order to produce a commercially reasonable result. The Close-out Amount will be determined as of the Early Termination Date or, if that would not be commercially reasonable, as of the date or dates following the Early Termination Date as would be commercially reasonable;

Unpaid Amounts and legal fees and disbursements referred to in Section 18(1) are to be excluded in all determinations of Close-out Amounts.

In determining the Close-out Amount, the Non-Defaulting Party may consider any relevant information, including, without limitation, one or more of the following types of information:

- (i) quotations (either firm or indicative) for replacement transactions supplied by one or more third parties that may take into account the creditworthiness of the Non-Defaulting Party at the time the quotation is provided and the terms of any relevant documentation, including credit support documentation, between the Non-Defaulting Party and the third party providing the quotation;
- (ii) relevant market data in the relevant market supplied by one or more third parties including, without limitation, relevant rates, prices, yields, yield curves, volatilities, spreads, correlations or other relevant market data in the relevant market; or

(iii) information of the types described in clause (i) or (ii) above from internal sources (including any of the Non-Defaulting Party's Affiliates) if that information is of the same type used by the Non-Defaulting Party in the regular course of its business for the valuation of similar transactions.

The Non-Defaulting Party will consider, taking into account the standards and procedures described in this definition, quotations pursuant to clause (i) above or relevant market data pursuant to clause (ii) above unless the Non-Defaulting Party reasonably believes in good faith that such quotations or relevant market data are not readily available or would produce a result that would not satisfy those standards. When considering information described in clauses (i), (ii) or (iii) above, the Non-Defaulting Party may include costs of funding, to the extent costs of funding are not and would not be a component of the other information being utilised. Third parties supplying quotations pursuant to clause (i) above or market data pursuant to clause (ii) above may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors, brokers and other sources of market information.

Without duplication of amounts calculated based on information described in clauses (i), (ii) or (iii) above, or other relevant information, and when it is commercially reasonable to do so, the Non-Defaulting Party may, in addition, consider, in calculating a Close-out Amount, any loss or cost incurred in connection with its terminating, liquidating or re-establishing any hedge related to the transactions provided for herein entered into by Deutsche Bank AG, London Branch.

Commercially reasonable procedures used in determining the Close-out Amount may include application of relevant market data from third parties pursuant to clause (ii) above or information from internal sources pursuant to clause (iii) above of pricing or other valuation models that are, at the time of the determination of the Close-out Amount, used by the Non-Defaulting Party in the regular course of its business in pricing or valuing transactions between the Non-Defaulting Party and unrelated third parties that are similar to the transactions provided for herein and the use or application of a risk-free swap rate to determine the present value of any future payment or delivery.

"Collateral" means the Lamaque Mine, all rights, title and interest, tangible and intangible, present and future, related thereto, all gold and other minerals produced therefrom, the Performance Reserve Account, the Supplemental Performance Reserve Account and all other property of the Seller subject to the security interests created by the Security Documents.

"Compliance Certificate" means a certificate signed by the Chief Executive Officer of the Seller stating that, except as agreed by the Buyer, all of the representations and warranties of the Seller contained herein are correct in all material respects as of such date (except for representations and warranties which are stated as of a specific date, in which case such representations and warranties are correct as of such date) and that no Seller Default or Seller Event of Default has occurred hereunder and is then continuing;

“Contract Quantity” means 61,183 Ounces of Gold;

“Consents” means any consent, authorisation, licence, registration, exemption, filing, agreement, permit or approval from, by or with an Authority or any other Person, required in order for the Buyer and the Seller to enter into and perform their respective obligations under this Forward Gold Purchase Agreement and the other Transaction Documents;

“Credit Party” means the Guarantors and Century Mining (U.S.) Corporation;

“Debt” of any Person means (i) all indebtedness of such Person for borrowed money or on account of borrowings of commodities, bankers’ acceptances, letters of credit or letters of guarantee, (ii) all indebtedness of such Person for the deferred purchase price of property or services represented by a note, bond, debenture or other evidence of Debt, (iii) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of the vendor under such agreement in the event of default are limited to repossession or sale of such property), (iv) all current liabilities of such Person represented by a note, bond, debenture or other evidence of Debt, (v) all obligations under leases which have been or should be, in accordance with GAAP, recorded as capital leases in respect of which such Person is liable as lessee, (vi) all obligations of such Person in respect of a prepaid purchase or forward purchase transaction and all obligations which would in accordance with GAAP, be accounted for as deferred revenue, and (vii) any guarantee, indemnification or other similar obligation in respect of an obligation of any other Person of the type referred to in (i) to (vi), above;

“Default” means, in relation to either Party, an event which, with the giving of notice or passage of time, or both, would constitute an Event of Default in relation to such Party;

“Default Interest Rate” means, for any day, a rate equal to LIBOR for such day plus 4% per annum;

“Defaulting Party” has the meaning specified in Section 13(1);

“Delivery” means the delivery of Gold by the Seller to the Buyer by means of credit to the Buyer’s Unallocated Gold Account and **“Deliver”** and **“Delivered”** shall have corresponding meanings;

“Disclosing Party” has the meaning specified in Section 15(1);

“Distribution” has the meaning specified in Section 11(2)(j);

“Early Termination Date” has the meaning specified in Section 13(1);

“Effective Date” has the meaning specified in Section 3;

“Environment” means all components of the earth, including: air (including air within any building or other natural or man-made structure), water, land, flora, fauna, ecosystems and man, and any sewer system;

“Environmental Laws” means any or all Applicable Laws, statutes, by-laws, regulations, directives, rules, codes or practices, circulars, guidance, common law, civil law, notices under legislation, judgments, orders and decisions, interpretations of any Applicable Laws by any Authority and international treaties concerning pollution or the protection of the Environment, human health or welfare, the conditions of the workplace or the generation, transportation storage, treatment or disposal of any Hazardous Substance, including civil or common law responsibility for acts of omission with respect to the Environment, and all Permits issued pursuant to such laws;

“Environmental Liabilities” means any cost, damage, expense, liability, obligation or other responsibility arising from or under Environmental Laws and consisting of or relating to: (i) any environmental conditions (including on-site or off-site contamination, and regulation of Hazardous Substances); (ii) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands and responses, investigative, remedial, monitoring or inspection costs and expenses arising under Environmental Laws; (iii) cleanup costs or corrective action, including any investigation, cleanup, removal, containment, monitoring or other remediation or response actions required by Environmental Laws (whether or not such has been required or requested by any Authority or any other Person) and for any natural resource damages; or (iv) any other compliance, corrective, investigative, notice or remedial measures required under Environmental Laws;

“Equity Proceeds” means the proceeds, net of commissions, fees, expenses and discounts, to the Seller of the equity offerings referred to in Section 3(e).

“Event of Default” has the meaning specified in Section 12(1) in relation to the Seller and Section 12(2) in relation to the Buyer;

“Financial Assistance” has the meaning specified in Section 11(2)(k);

“Financial Quarter” means the three month periods ending on March 31, June 30, September 30 and December 31 in each year;

“Financial Year” means each year ending on December 31 in each calendar year.

“GAAP” means, in relation to any Person at any time, accounting principles generally accepted in Canada as recommended in the Handbook of the Canadian Institute of Chartered Accountants or its successor, applied on a basis consistent with the most recent audited financial statements of such Person (except for changes approved by the auditors of such Person);

"Gold" means gold bars or unallocated gold complying with the rules of the LBMA from time to time in effect relating to good delivery and fineness;

"Gold Prepayment Amount" has the meaning given to it in Section 7(1);

"Gold Price" means, on any day, the Gold AM fixing price per fine troy ounce of Gold for delivery in London through a member of the LBMA authorised to effect such delivery, stated in US dollars, as calculated by the London Gold Market and displayed on the Reuters Screen page **"GOFO"**, effective for such day;

"Gold Shortfall" means, for any Monthly Delivery Date, the amount in Ounces (if any) by which A exceeds B, where:

A is equal to the Scheduled Monthly Quantity for such Monthly Delivery Date and;

B is equal to the Actual Monthly Quantity Delivered with respect to such Monthly Delivery Date;

"Gold Shortfall Replacement Cost" means, for any Monthly Delivery Date, an amount in U.S. Dollars equal to the product of the Gold Shortfall and the Gold Price on such Monthly Delivery Date;

"Guarantees" means the guarantees of each of Century Mining Peru S.A.C. and Century Mining Finance Corporation, each in form and substance satisfactory to the Buyer, provided, however, that such guarantees may, upon written notice from the Seller to the Buyer, and provided that no Seller Default or Seller Event of Default has then occurred and is continuing, be terminated upon request by the Seller to the Buyer if the annualised production rate from the Lamaque Mine (based on the sum of production for the period of four consecutive calendar months ended immediately prior to the date of such request) is at least 70,000 Ounces of Gold (which such production rate from the Lamaque Mine shall have been verified by the Buyer or by a third party appointed by the Buyer based upon refined Gold receipts issued by the Refiner and changes in the mill and mine inventory).

"Guarantors" means Century Mining Peru S.A.C. and Century Mining Finance Corporation and each other Person who may from time to time become a guarantor of the obligations of the Seller pursuant to this Gold Forward Purchase Agreement and the other Transaction Documents.

"Hazardous Substance" means any substance, product, liquid, waste, pollutant, chemical, contaminant, insecticide, pesticide, gaseous or solid matter, organic or inorganic matter, fuel, micro-organism, ray, odour, radiation, energy, vector, plasma, constituent or material which (a) is or becomes listed, regulated or addressed under any Environmental Law, or (b) is, or is deemed to be, alone or in any combination, hazardous, hazardous waste, toxic, a pollutant, a deleterious substance, a contaminant or a source of pollution or contamination under any Environmental Law, including, asbestos, petroleum and polychlorinated biphenyls, including petroleum or petroleum distillates, asbestos or asbestos containing materials,

polychlorinated biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law;

"Hedge Arrangements" means, in respect of any Person, (i) any arrangement or transaction between such Person and any other Person in the nature of a rate swap transaction, swap option, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit protection transaction, credit swap, credit default swap, credit default option, total return swap, credit spread transaction, repurchase transaction, reverse repurchase transaction, buy/sell-back transaction, securities lending transaction, weather index transaction or forward purchase or sale of a security, commodity or other financial instrument or interest (including any option with respect to any of these transactions) or (ii) which is a type of transaction that is similar to any transaction referred to in clause (i) above that is currently, or in the future becomes, recurrently entered into in the financial markets (including terms and conditions incorporated by reference in such agreement) and which is a forward, swap, future, option or other derivative on one or more rates, currencies, commodities, equity securities or other equity instruments, debt securities or other debt instruments, economic indices or measures of economic risk or value, or other benchmarks against which payments or deliveries are to be made, or any combination of these transactions.

"Indemnified Person" has the meaning given to it in Section 14(2);

"ISDA Master Agreement" means an ISDA Master Agreement between the Buyer and the Seller, substantially in the form attached hereto as Schedule "A";

"Initial Performance Reserve Account Balance" has the meaning specified in Section 7(1)(b);

"Judgment Currency" has the meaning specified in Section 21(1);

"Key Man Event" means the occurrence of any event as a result of which Margaret Kent is no longer serving in the role as Chief Executive Officer of the Seller or is no longer actively discharging the functions ordinarily performed in such role except where the Seller is making good faith efforts to designate a replacement Chief Executive Officer or complete such other arrangements to the reasonable satisfaction of the Buyer and consistent with the approach of any Reasonable and Prudent Operator;

"LBMA" means the London Bullion Market Association or any successor body;

"LIBOR" means, for any day which is a Business Day, an interest rate per annum equal to the average of the rates per annum which leading banks in the London interbank markets shall quote and offer to the Buyer for placing overnight deposits on such day with the Buyer in U.S. Dollars, at approximately 10:00 a.m. (London

time), two Business Days before such day, and for any day which is not a Business Day, LIBOR for the preceding Business Day;

“Lamaque Mine” means the gold mining project located in the vicinity of Val D’Or, Quebec and known as the Lamaque Mine, and all properties, facilities, equipment, rights, contracts and mining rights associated therewith, but excluding the exploration properties in the vicinity of the Lamaque Mine owned by 6275044 Canada Inc. and 6275061 Canada Inc.;

“Lien” means any mortgage, charge, pledge, hypothecation, security interest, assignment, encumbrance, lien (statutory or otherwise), title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition that in substance secures payment or performance of an obligation;

“Material Agreements” means each Refining Agreement and all other agreements which are material to (i) the financial condition or operations of the Lamaque Mine; or (ii) the Seller and its Subsidiaries, taken as a whole, including without limitation the agreements set out in Schedule “B”;

“Material Adverse Effect” means

- (a) with respect to the Seller, a material and adverse effect on (i) on the financial condition or properties of the Seller, (ii) the ability of the Seller to perform its obligations under this Forward Gold Purchase Agreement and the Transaction Documents, (iii) the validity or enforceability of this Forward Gold Purchase Agreement or any Transaction Document against the Seller or any Subsidiary party thereto, or (iv) the enforceability or priority of the security interest provided for in the Transaction Documents;
- (b) with respect to the Buyer, a material and adverse effect on (i) the ability of the Buyer to perform its obligations under this Forward Gold Purchase Agreement or (ii) the validity or enforceability of this Forward Gold Purchase Agreement against the Buyer;

“Material Permits” means all Permits which are material to (i) the start-up, development, expansion of production or operation of a Mining Project; or (ii) the financial condition of the Seller and its Subsidiaries, taken as a whole; including without limitation the Permits set out in Schedule “C”;

“Maximum Gold Price” means US \$1075 per Ounce;

“Minimum Gold Price” means US \$900 per Ounce;

“Mining Projects” means the Lamaque Mine and the San Juan Mine;

“Monthly Delivery Date” means the last Business Day in each Scheduled Delivery Month;

“New Money Acquisition” means an acquisition by a New Money Acquisition Subsidiary of (i) the assets constituting a business, division or product line of any Person, who is not a Related Party, and who engages in a business related to the business of the Seller, or (ii) 100% of the issued and outstanding shares or ownership interests in the capital of such a Person, in each case that is completed entirely without Financial Assistance from the Seller or any of the Subject Subsidiaries, except for Financial Assistance provided by the Seller to such New Money Acquisition Subsidiary out of Available New Equity Proceeds pursuant to Section 11(2)(k)(viii), and that is without any recourse whatsoever to the Seller or any Subject Subsidiary.

“New Money Acquisition Subsidiary” means a Subsidiary of the Seller, not in existence on the date hereof, established by the Seller for the purpose of effecting a New Money Acquisition, and which has received, and will receive, no Financial Assistance from the Seller or any other Subject Subsidiary other than out of Available New Equity Proceeds pursuant to Section 11(2)(k)(viii).

“Non-Defaulting Party” has the meaning specified in Section 13(1);

“Original Currency” has the meaning specified in Section 21(1);

“Ounce” means a fine troy ounce;

“Paying Party” has the meaning specified in Section 21(2);

“Performance Hurdle” means each of Performance Hurdle A and Performance Hurdle B;

“Performance Hurdle A” means (i) that the Seller has successfully installed crushing equipment at the Lamaque Mine to the reasonable satisfaction of the Buyer, and (ii) the Seller has successfully processed at least 16,800 tonnes of ore during any period of 14 consecutive days, which such production rate has been verified by the Buyer or by a third party appointed by the Buyer to perform such verification;

“Performance Hurdle B” means the Seller meets or exceeds an annualised production rate from the Mining Projects (based upon the sum of production for the period of four consecutive calendar months ended immediately prior to the relevant Performance Reserve Account Release Date) of at least 70,000 Ounces of Gold which such production rate shall have been verified by the Buyer or by a third party appointed by the Buyer based upon refined Gold receipts issued by the Refiner and changes in the mill and mine inventory;

“Performance Reserve Account” has the meaning specified in Section 9(1);

“Performance Reserve Account Balance” means, at any time the amount standing to the credit of the Performance Reserve Account at such time; provided that any interest accrued thereon that has not been transferred to the Seller pursuant to Section 9(5) will form part of the Performance Reserve Account Balance;

“Performance Reserve Account Agreement” means an agreement between the Buyer, the Seller and the Performance Reserve Account Bank dated on or about the Effective Date with respect to the operation of the Performance Reserve Account;

“Performance Reserve Account Bank” means Deutsche Bank Trust Company Americas and its successors and assigns;

“Performance Reserve Account Release Date” means each of Performance Reserve Account Release Date 1, Performance Reserve Account Release Date 2, Performance Reserve Account Release Date 3 and Performance Reserve Account Release Date 4;

“Performance Reserve Account Release Date 1” means the first day of the month following satisfaction of Performance Hurdle A;

“Performance Reserve Account Release Date 2” means, assuming the prior satisfaction of Performance Hurdle A, the first day of the month following the satisfaction of Performance Hurdle B;

“Performance Reserve Account Release Date 3” means, assuming that each of Performance Hurdle A and Performance Hurdle B shall have been satisfied, the first day of the fifty-ninth Scheduled Delivery Month after the Effective Date;

“Performance Reserve Account Release Date 4” means the date upon which all of the Seller’s obligations under the Transaction Documents have been satisfied (other than contingent, unmatured obligations as of such date);

“Permits” means any permit, licence, certificate, consent, approval, registration, waiver or other authorization issued or required to be issued, by any Authority.

“Permitted Acquisition” means (a) the acquisition of some or all of the remaining shares of San Juan Gold Mines S.A.A. not already owned by a Subsidiary, or (b) an acquisition by a Subsidiary of the Seller who is not a Credit Party of (i) the assets constituting a business, division or product line of any Person, who is not a Related Party, and who engages in a business related to the business of the Seller, or (ii) 100% of the issued and outstanding shares or ownership interests in the capital of such a Person, and which, in the case of any of the above acquisitions, satisfies the following conditions:

- (A) No Seller Default or Seller Event of Default exists at the time of the acquisition or would exist after giving effect to it;
- (B) The entity which is the object of the acquisition would, immediately prior to the acquisition, comply with the covenants and other terms contained herein, all as if such entity was a Subject Subsidiary immediately prior to the acquisition and will comply with such covenants and other terms immediately after the acquisition, on the basis that it has then become a Subject Subsidiary, and the Seller

otherwise establishes pro-forma compliance with the covenants contained herein after giving effect to the acquisition;

- (C) The acquisition could not reasonably be expected to cause or result in a Material Adverse Effect or result in or create any material contingent liabilities which are not in the ordinary course of business (including contingent Environmental Liabilities, tax or other contingent obligations);
- (D) The total cash and non-cash consideration to be paid in connection with all such acquisitions (including assumed liabilities) is not in excess of US. \$5,000,000; provided, however, that this limitation shall not apply to an acquisition effected after January 1, 2013 provided that (i) the Lamaque Mine met or exceeded a monthly production rate (based upon the average of the production for the period of four consecutive calendar months ended immediately prior to the closing of such acquisitions) of 7,000 Ounces of Gold per month (which such production rate shall have been verified by the Buyer or by a third party appointed by the Buyer based upon refined Gold receipts issued by the Refiner and changes in the mill and mine inventory); and (ii) the Seller either:
 - (1) establishes an account (the "Supplemental Performance Reserve Account") with a third party financial institution acceptable to the Buyer into which account shall be deposited by the Seller an amount of not less than U.S. \$8,500,000 (the "Supplemental Performance Reserve Amount"), and which shall be subject to a first priority security interest in favour of the Trustee or the Buyer as security for the obligations of the Seller under the Forward Gold Purchase Agreement and the other Transaction Document pursuant to security agreements and or other terms and conditions acceptable to the Buyer; or
 - (2) delivers guarantees of each of the Guarantors, in form and substance satisfactory to the Buyer, of the obligations of the Seller under the Forward Gold Purchase Agreement and the other Transaction Document, the delivery of which guarantees shall be supported by opinions and corporate certificates acceptable to the Buyer.

The Seller shall not, however, have the option of delivering the guarantee referred to in (2), above unless (x) the Guarantees had previously been released in accordance with the proviso referred to in the definition of "Guarantees" and (y) annualized production of Gold from the San Juan Mine (based upon the sum of production for the period of four consecutive calendar months ended immediately prior to the date of the acquisition) was at least 20,000 ounces of gold,

which such production rate shall have been verified by the Buyer or by a third party appointed by the Buyer to perform such verification.

Any guarantee issued pursuant to (2), above, shall thereafter be outstanding until satisfaction of all the obligations of the Seller under this Forward Gold Purchase Agreement and the other Transaction Documents and shall not be subject to release in accordance with the proviso in the definition of "Guarantees".

If, at any time after which the Seller has issued or caused to be issued a guarantee pursuant to (2) above, the annualized production of Gold from the San Juan Mine (based upon the sum of production for the period of four consecutive calendar months) is less than 20,000 Ounces of Gold, then the Seller shall establish a Supplemental Performance Reserve Account with a third party financial instruction acceptable to the Buyer into which account shall be deposited by the Seller an amount of not less than the Supplemental Performance Reserve Amount, and which shall be subject to a first priority security interest in favour of the Trustee or the Buyer as security for the obligations of the Seller under the Forward Gold Purchase Agreement and the other Transaction Document pursuant to security agreements and or other terms and conditions acceptable to the Buyer.

If, with respect to an acquisition effected on or prior to January 31, 2013, the Buyer, in its sole discretion, elects to waive compliance with the condition in (D), above, then the Buyer may, without limitation of any other terms and conditions which the Buyer may impose as a condition of its waiver, require that the Seller either:

- (i) establish a Supplemental Performance Reserve Account with a third party financial instruction acceptable to the Buyer into which account shall be deposited by the Seller an amount of not less than the Supplemental Performance Reserve Amount, and which shall be subject to a first priority security interest in favour of the Trustee or the Buyer as security for the obligations of the Seller under the Forward Gold Purchase Agreement and the other Transaction Document pursuant to security agreements and or other terms and conditions acceptable to the Buyer; or
- (ii) deliver guarantees of each of the Guarantors, in form and substance satisfactory to the Buyer, of the obligations of the Seller under the Forward Gold Purchase Agreement and the other Transaction Document, the delivery of which guarantees shall be supported by opinions and corporate certificates acceptable to the Buyer.

Without limitation of the right of the Buyer in its sole discretion to waive or not to waive compliance with (D), above, or to impose such terms and conditions as it deems appropriate in respect of any such waiver, the Seller shall not have the option of delivering the guarantee referred to in (ii), above unless (x) the Guarantees had previously been released in accordance with the proviso referred to in the definition of "Guarantees", and (y) annualized production of Gold from the San Juan Mine (based upon the sum of production for the period of four consecutive calendar months ended immediately prior to the date of the acquisition) was at least 20,000 ounces of gold, which such production rate shall have been verified by the Buyer or by a third party appointed by the Buyer to perform such verification.

Any guarantee issued pursuant to clause (ii), above shall thereafter be outstanding until satisfaction of all the obligations of the Seller under this Forward Gold Purchase Agreement and the other Transaction Documents and shall not be subject to release in accordance with the proviso in the definition of "Guarantees".

"Permitted Liens" means, in respect of any Person, any one or more of the following:

- (a) Liens for taxes, assessments or governmental charges or levies which are not delinquent or the validity of which is being contested at the time by the Person in good faith by proper legal proceedings if, in the Buyer's opinion, either (i) adequate provision has been made for their payment; or (ii) the Liens are not in the aggregate materially prejudicial to the security constituted by the Security Documents;
- (b) Except where the Buyer shall have requested a discharge or release of a subject Lien by a Person as of the Effective Date, inchoate or statutory Liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others, provided that such Liens are related to obligations not due or delinquent, are not registered against title to any assets of the Person and in respect of which adequate holdbacks are being maintained as required by applicable law or such Liens are being contested in good faith by appropriate proceedings and in respect of which there has been set aside a reserve (segregated to the extent required by GAAP) in an adequate amount and provided further that such Liens do not, in the Buyer's opinion, reduce the value of the assets of the Person or materially interfere with the use of such assets in the operation of the business of the Person;
- (c) Easements, rights-of-way, servitudes, restrictions and similar rights in real property comprised in the assets of the Person or interests therein granted or reserved to other Persons; provided that such rights do not, in the Buyer's opinion, reduce the value of the assets of the Person or materially interfere with the use of such assets in the operation of the business of the Person;

- (d) Title defects or irregularities which are of a minor nature and which, in the Buyer's opinion, do not reduce the value of the assets of the Person or materially interfere with their use in the operation of the business of the Person;
- (e) Liens securing appeal bonds and other similar Liens arising in connection with court proceedings (including, without limitation, surety bonds, security for costs of litigation where required by law and letters of credit) or any other instruments serving a similar purpose;
- (f) Attachments, judgments and other similar Liens arising in connection with court proceedings; provided, however, that the Liens are in existence for less than 10 days after their creation or the execution or other enforcement of the Liens is effectively stayed or the claims so secured are being actively contested in good faith and by proper legal proceedings;
- (g) The reservations, limitations, provisos and conditions, if any, expressed in any original grant from the Crown of any real property or any interest therein or in any comparable grant in jurisdictions other than Canada; provided they do not, in the Buyer's opinion, reduce the value of the assets of the Person or materially interfere with the use of such assets in the operation of the business of the Person;
- (h) Liens given to a public utility or any municipality or governmental or other public authority when required by such utility or other authority in connection with the operation of the business or the ownership of the assets of the Person; provided that such Liens do not, in the Buyer's opinion, reduce the value of the assets of the Person or materially interfere with their use in the operation of the business of the Person;
- (i) Servicing agreements, development agreements, site plan agreements, and other agreements with Authorities pertaining to the use or development of any of the assets of the Person; provided same are complied with and do not, in the Buyer's opinion, reduce the value of the assets of the Person or materially interfere with their use in the operation of the business of the Person including, without limitation, any obligations to deliver letters of credit and other security as required;
- (j) Applicable municipal and other governmental restrictions, including municipal by-laws and regulations, affecting the use of land or the nature of any structures which may be erected thereon; provided such restrictions have been complied with and do not, in the Buyer's opinion, reduce the value of the assets of the Person or materially interfere with their use in the operation of the business of the Person;
- (k) The right reserved to or vested in any Authority by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of the Person, to terminate any such lease, licence, franchise, grant or permit, or to require

annual or other payments as a condition to the continuance thereof, unless the exercise of such right to terminate is threatened by any Authority or procedures to so terminate are initiated by such Authority;

- (l) Liens in favour of the Trustee or the Buyer created by the Security Documents;
- (m) Purchase Money Mortgages, provided same are authorized under Section 11(2)(a)(ii) hereof;
- (n) Liens arising solely by virtue of any statutory or common law provision relating to unregistered banker's liens, rights of set off or similar rights;
- (o) The rights of any tenant, occupant or licensee under any lease, occupancy agreement or licence which do not materially impair the use of the real property subject thereto for the purpose for which it is used by the Person;
- (p) Liens in favour of customs and revenue authorities arising as a matter of Applicable Law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business;
- (q) Cash collateral in an amount not in excess of Cdn. \$3,500,000 posted by the Seller to secure the indemnification obligations of the Seller in respect of a letter of credit securing the reclamation obligation of the Seller in respect of the Lamaque Mine;
- (r) Other Liens expressly consented to in writing by the Buyer, which consent may be arbitrarily withheld;
- (s) Any extension, renewal or replacement of any of the foregoing; provided such Lien does not secure payment or performance of an obligation in excess of the authorized amount of the obligation secured by the same;
- (t) The Liens resulting from the deposit or pledge of cash or securities (i) in connection with contracts, tenders, bids, leases, government contracts, supply agreement utilities or expropriation proceedings, or (ii) to secure workers' compensation, unemployment insurance, and other social security obligations;
- (u) Any right of expropriation vested in any Authority on the condition that such rights remain exercised;
- (v) Prior claims, but not hypothecs, in favour of Revenue Quebec securing amounts owing by the Seller to Revenue Quebec in the maximum amount of Cdn. \$1,614,633.89 (less amounts paid from time to time on account thereof) in accordance with a letter agreement received from Revenue Quebec and dated December 16, 2009; provided that if such amount has not been paid in full to Revenue Quebec by Performance Reserve Account Release Date 2,

then a portion of the amount to be released to the Seller from the Performance Reserve Account on Performance Reserve Account Release Date 2 sufficient to pay the amount owing to Revenue Quebec and secured by the prior claim contemplated by this clause shall be paid to Revenue Quebec and any registered or published Lien in relation to such debt shall be thereafter promptly discharged; and

- (w) Liens disclosed in Schedule "D", but only to the extent such Liens conform to their description, and do not exceed the amount, in Schedule "D";

"Person" means a natural person, partnership, corporation, joint stock company, trust, unincorporated association, joint venture or Authority, and pro nouns have a similarly extended meaning.

"Priority Accounts Payable" means, at any time, the amount past due and owed by the Seller or any Subsidiary; or which they have an obligation to remit, to an Authority pursuant to any Applicable Law in respect of pension fund obligations, unemployment insurance, goods and services taxes, sales taxes and other taxes payable or to be remitted or withheld, workers' compensation and other like charges and demands, in respect of which any Authority may claim a security interest or other claim ranking or capable of ranking in priority to the Security;

"Projected Capital Expenditures" means projected capital expenditures for the Lamaque Mine for the five year period commencing on the date hereof, as stated in Schedule "E", and revised from time to time in each Annual Business Plan consistent with the practices of a Reasonable and Prudent Operator;

"Purchase Money Mortgage" means any Lien charging property (other than accounts receivable or inventory) acquired by the Seller or a Subsidiary, which is granted or assumed by the Seller or a Subsidiary or which arises by operation of law in favour of the transferor concurrently with and for the purpose of the acquisition of such property, in each case where (i) the principal amount secured by Lien is not in excess of 100% of the purchase price (after any post-closing adjustment) of the property acquired, and (ii) such Lien extends only to the property acquired; and its proceeds;

"Reasonable and Prudent Operator" or **"RPO"** means a Person seeking in good faith to perform its contractual obligations and in so doing, and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced operator complying with all Applicable Laws engaged in the same type of undertaking, under the same or similar circumstances and conditions;

"Receiving Party" has the meaning specified in Section 21(2);

"Recipient" has the meaning specified in Section 15(1);

“Reference Price Source” means Reuters Screen Page **“GOFO”** that displays prices effective on that date;

“Refiner” means each refiner party to a Refining Agreement with the Seller or a Subsidiary, and means, with respect to the San Juan Mine and the Lamaque Mine, Johnson Matthey Limited;

“Refining Agreements” means each agreement for the refining of gold, gold doré and other gold bearing materials entered into from time to time by the Seller or any Subsidiary;

“Related Party” means in respect of the Seller or a Subsidiary (i) a Person which alone or in combination with others holds a sufficient number of securities or has contractual rights sufficient to affect materially the control of the Seller or a Subsidiary; (ii) a Person in respect of which a Person referred to in clause (i) alone or in combination with others holds a sufficient number of securities or has contractual rights sufficient to affect materially its control; (iii) a Person in respect of which the Seller or a Subsidiary alone or in combination with others holds a sufficient number of securities or has contractual rights sufficient to affect materially its control; (iv) a Person who beneficially owns, directly or indirectly, voting securities of the Seller or a Subsidiary or who exercises control or direction over voting securities of the Seller or a Subsidiary or a combination of both carrying more than 10% of the voting rights attached to all voting securities of the Seller or a Subsidiary for the time being outstanding; (v) a director or senior officer of the Seller, a Subsidiary or related party of the Seller or a Subsidiary, or (vi) an Affiliate of any of the foregoing;

“Required Capital Expenditure” means a Capital Expenditure (i) set forth in an Annual Business Plan or (ii) otherwise required and that is consistent with the practices of a Reasonable and Prudent Operator;

“Required Performance Reserve Account Balance” means, on any day, the Initial Performance Reserve Account Balance, less any Scheduled Withdrawal Amounts which were permitted, under Section 9(3), to be withdrawn on Performance Reserve Account Release Dates occurring on or prior to such time;

“San Juan Mine” means the operating gold mine and mill in, or in the vicinity of, San Juan, Arequipa, Peru, and located on the following concessions and mill site concessions;

Jupiter No. 7-41-A

Jupiter No. 7-41-B

Accumulation Ocona Uno

Accumulation Ocona Dos

Accumulation Ocona Tres

San Juan de Chorunga

and sometimes described as the San Juan mine, and all properties, facilities, equipment, rights, contracts and mining rights associated therewith. In order to address an inconsistency in the concession description provided to the Buyer, the parties agree that references to Jupiter No. 7-41-A and Jupiter No. 7-41-B also include Jupiter No. 47-1A and Jupiter No. 47-1B;

"Scheduled Delivery Month" means each calendar month from and including January, 2010 to and including December, 2014;

"Scheduled Monthly Quantity" means: (i) for Monthly Delivery Dates falling in the months of January 2010 to May 2010, inclusive, 200 Ounces of Gold per Monthly Delivery Date; (ii) for Monthly Delivery Dates falling in the months of June 2010 to May 2012, inclusive, 667 Ounces of Gold per Monthly Delivery Date; and (iii) for Monthly Delivery Dates falling in the months of June 2012 to December 2014 inclusive, 1425 Ounces of Gold per Monthly Delivery Date; Any portion of the Contract Quantity not otherwise required to be delivered hereunder shall be Delivered on the Monthly Delivery Date occurring in the month of December 2014.

"Scheduled Withdrawal Amount" means (a) with respect to Performance Reserve Account Release Date 1, US \$5,000,000; (b) with respect to Performance Reserve Account Release Date 2, US \$8,500,000; (c) with respect to Performance Reserve Account Release Date 3, US \$750,000; and (d) with respect to Performance Reserve Account Release Date 4, US \$750,000.

"Security Documents" means the guarantees and security documents set out in Schedule "F" hereto, and each other guarantee and security from time to time delivered by or on behalf of the Seller as security for its obligations under this Forward Gold Purchase Agreement and the other Transaction Documents;

"Seller Default" and **"Seller Default or Event of Default"** means, as applicable, a Default or Event of Default with respect to the Seller;

"Seller Failure to Deliver" means, in respect of a Scheduled Delivery Month, a failure by the Seller to Deliver, or cause to be Delivered, to the Buyer the full amount of the Scheduled Monthly Quantity of Gold in accordance with the provisions of this Forward Gold Purchase Agreement;

"Seller's Unallocated Gold Account" means the unallocated gold account of the Seller at Johnson Matthey Limited with account no. 1625;

"Subject Subsidiary" means Century Mining [Peru S.A.C.](#), Century Mining Finance Corporation, Century Mining (U.S.) Corporation and each other present or future Subsidiary of Seller (including each entity acquired pursuant to a Permitted Acquisition), other than a New Money Acquisition Subsidiary or a Target Subsidiary.

"Subsidiaries" means the subsidiaries of the Seller set out in Schedule "G" hereto, and each other entity controlled, directly or indirectly, by the Seller;

“Supplemental Performance Reserve Account” has the meaning given it in the definition of Permitted Acquisition, which account, shall, for greater certainty not be the same account as the Performance Reserve Account;

“Supplemental Performance Reserve Account Agreement” means an agreement between the Buyer, the Seller and the Supplemental Performance Reserve Account Bank with respect to the operation of the Supplemental Performance Reserve Account;

“Supplemental Performance Reserve Account Bank” means Deutsche Bank Trust Company Americas and its successors and assigns; .

“Supplemental Performance Reserve Amount” has the meaning given to it in the definition of Permitted Acquisition;

“Target Subsidiary” means a Subsidiary of the Seller acquired pursuant to a New Money Acquisition.

“Tax” or “Taxes” means all national, state, regional, provincial, local, foreign and other net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, licence, lease, service, service use withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, windfall profits, fuel, gas import, customs, duties or other taxes, fees, assessments or charges of any kind whatsoever imposed by any Authority, whether in effect at the time of this Forward Gold Purchase Agreement or thereafter imposed, together with any interest and any penalties, additions to tax or additional amounts with respect thereto;

“Term of this Forward Gold Purchase Agreement” means the period commencing on the Effective Date and ending on the final Monthly Delivery Date;

“Transaction Documents” means this Forward Gold Purchase Agreement, the Security Documents, the ISDA Master Agreement, the schedule or schedules thereto, each confirmation entered into pursuant thereto, each other document evidencing a transaction entered into thereunder and all agreements and instruments in respect of all Hedge Arrangements entered into by the Seller with the Buyer;

“Trustee” means Deutsche Bank AG, London Branch and its successors and permitted assigns;

“Unpaid Amounts owing to a Party” means, with respect to a Party and an Early Termination Date, the aggregate of:

- (a) The amounts that became payable or due to such party under this Forward Gold Purchase Agreement on or prior to such Early Termination Date including, for greater certainty, pursuant to Section 5(4), Section 5(5), or Section 8(4) and which remain unpaid as at such Early Termination Date;

- (b) In respect of Gold which was to have been delivered to such Party on or prior to such Early Termination Date and which has not been so Delivered as at such Early Termination Date, an aggregate amount equal to the product of the amount of Gold which was to have been Delivered and has not been so Delivered on any Monthly Delivery Date and the Gold Price on such Monthly Delivery Date (provided that if the Gold Price on any such day was less than the Minimum Gold Price, the Minimum Gold Price shall be used and if the Gold Price on any such day was more than the Maximum Gold Price, the Maximum Gold Price shall be used); and
- (c) Interest on all amounts due and unpaid hereunder, from the date due, at the Default Interest Rate.

“US Dollars” and “US\$” means lawful currency of the United States of America.

Section 2 Interpretation.

- (1) In this Forward Gold Purchase Agreement, unless the contrary intention appears, a reference:
 - (a) To a document (including this Forward Gold Purchase Agreement or any other Transaction Document) is to that document as varied, amended, novated, or replaced from time to time, otherwise than in breach of this Forward Gold Purchase Agreement or of that document;
 - (b) To the singular includes the plural and vice versa, and to a gender includes all genders;
 - (c) To any rules, statute or to any treaty or statutory provision includes any modification or re-enactment of it or any treaty or provision substituted for it, and all protocols, rules, guidelines, procedures, ordinances, by-laws, regulations, rules and statutory instruments (however described) issued under it;
 - (d) To a date or time is to that date or time in Toronto, Ontario, Canada; and
 - (e) To the words “including” and “include” shall mean “including without limitation” and “include without limitation”, respectively.
- (2) The headings do not affect the interpretation of this Forward Gold Purchase Agreement and the Schedules form part of this Forward Gold Purchase Agreement.
- (3) For purposes of this Forward Gold Purchase Agreement, weights in Ounces and prices per Ounce shall be rounded to two decimal places (in each case with 0.005 being rounded upwards).
- (4) In this Forward Gold Purchase Agreement the words “**section**” or “**sections**” and “**Schedule**” or “**Schedules**” refer to sections of and Schedules to this Forward Gold Purchase Agreement.

Section 3 Conditions Precedent.

The obligation of the Buyer to purchase Gold and to pay the purchase price therefor pursuant to this Forward Gold Purchase Agreement shall not become effective until the date (the “**Effective Date**”) on which the following conditions precedent have been satisfied to the satisfaction of the Buyer or waived by the Buyer, in each case in its sole and absolute discretion:

- (a) Each of the Transaction Documents has been duly executed and delivered by the parties thereto and is in full force and effect;
- (b) The Buyer has completed a due diligence investigation with respect to the Seller and the Mining Projects, and has notified the Seller in writing that it is satisfied with the outcome of such due diligence exercise;
- (c) All required Consents have been obtained by the Seller and delivered to the Buyer;
- (d) If a Trigger Date shall have occurred, the Buyer and the Seller have entered into gold hedges on terms that satisfy the requirements of Section 10(1)(j);
- (e) The Seller shall have provided evidence satisfactory to the Buyer, in its sole discretion, of the completion on the Effective Date, or within the 90 day period prior to the Effective Date, of one or more equity offerings on terms and conditions acceptable to the Buyer, pursuant to which the Seller shall have received Equity Proceeds of at least US \$21,000,000, which subscriptions, and all associated shareholder and employee matters, shall be on terms, and with counterparties, acceptable to the Seller in its sole discretion;
- (f) With respect to equity offerings completed or to be completed on the Effective Date or within 10 days prior to the Effective Date, other than flow-through offerings yielding net proceeds to the Seller not in excess of US \$4,000,000, the Seller, the Buyer and the equity subscribers shall have entered into one or more escrow agreements satisfactory to the Buyer pursuant to which the Equity Proceeds in the minimum amount specified in Section 3(e) are released to the Seller no later than the payment of the Gold Prepayment Amount;
- (g) The Seller shall have delivered a certificate as to sources and uses of funds with respect to the Gold Prepayment Amount and the Equity Proceeds setting out the application of such funds and demonstrating net funds available to the Seller after all prior applications of funds required by this Gold Forward Purchase Agreement of not less than US \$17,000,000;
- (h) The Buyer shall have received the issue of a title insurance policy substantially in the form attached hereto as Schedule “H”, integrating the manual changes annotated therein;

- (i) All representations and warranties of the Seller set out in this Forward Gold Purchase Agreement are true and correct on and as of the Effective Date and after giving effect to the transactions to be effected on the Effective Date;
- (j) No Seller Default or Seller Event of Default shall have occurred and be continuing on or as of the Effective Date or after giving effect to the transactions to be effected on the Effective Date;
- (k) The Buyer and the Seller shall have entered into the Performance Reserve Account Agreement with the Performance Reserve Account Bank, and shall have taken all actions necessary to ensure that the Liens created thereunder are first ranking, and there shall have been deposited in the Performance Reserve Account an amount equal to the Initial Performance Reserve Account Balance in accordance with Section 9(1);
- (l) The Seller shall have paid all fees and expenses of counsel to the Buyer and of Buyer's insurance consultant payable as at the Effective Date and all account opening fees in relation to the Performance Reserve Account;
- (m) The Seller shall have delivered to the Buyer, in form and substance reasonably satisfactory to the Buyer:
 - (i) certified copies of (A) the charter documents and by-laws of the Seller and each Credit Party; (B) all resolutions of the board of directors of the Seller and each Credit Party related to the execution of the Transaction Documents; (C) a list of the officers and directors of the Seller and the Credit Parties authorized to sign the Transaction Documents, together with their specimen signatures; and (D) all Consents, Material Agreements and Material Permits;
 - (ii) a certificate of status or compliance, or like certificate, with respect to the Seller and each Credit Party, issued by the appropriate Authority in its jurisdiction of incorporation and evidence of the qualification of such party in each jurisdiction where it carries on business or owns material assets;
 - (iii) evidence of the registration of the Security Documents in such jurisdictions as the Buyer may require;
 - (iv) all registrations, consents, waivers, estoppels, discharges and subordinations as may be necessary to ensure that the Security Documents constitute first priority liens over the Collateral subject only to Permitted Liens, including, without limitation, discharges, or discharge documents in form acceptable to the Buyer to be registered on the Effective Date, of the following registrations:
 - (A) a legal hypothec registered at the Public Register of Real and Immovable Mining Rights ("PRRIMR") by the Canada

Revenue Agency on March 18, 2009, under number 52974, in the amount of Cdn.\$1,125,521.83;

- (B) a legal hypothec registered at the Registry Office for the Registration Division of Abitibi (the "BPD") by La Commission de la Santé et de la Sécurité du Travail on June 18, 2008, under number 15 323 800, in the amount of Cdn.\$1,861,382.16;
- (C) a legal hypothec registered at the PRRIMR by Tega Industries Canada on January 6, 2009, under number 52898, in the amount of Cdn.\$492,907.29;
- (D) a legal hypothec registered at the Abitibi BPD by the Ministère du Revenu du Québec on August 10, 2009, under number 16 442 112, in the amount of Cdn.\$1,274,722.02;
- (E) a conventional hypothec in the principal amount of Cdn.\$17,000,000 bearing interest at the rate of 25% per year, and an additional conventional hypothec in the amount of Cdn.\$3,400,000, granted by Sigma-Lamaque Limited Partnership in favour of Investissement Quebec registered at the Abitibi BPD, on March 25th, 2002, under number 370 197 and at the PRRIMR on March 27th, 2002, under number 50 279;
- (F) a conventional hypothec without delivery registered at the Register of Personal and Movable Real Rights ("RPMRR") by Gerald Metals, Inc. on January 28, 2008, under number 08-0046015-0001 and a Prior Notice of Exercise of a Hypothecary Right, on April 7, 2009, under number 09-0185673-0001 in an amount of Cdn.\$8,000,000;
- (G) a conventional hypothec without delivery registered at the RPMRR by Gerald Metals, Inc. on July 21, 2005 under number 05-0422385-0002 in an amount of Cdn.\$2,500,000;
- (H) a conventional hypothec without delivery registered at the RPMRR by GE VFS Canada Limited Partnership on October 2, 2009, under number 09-0615889-0001 in an amount of Cdn.\$654,694.65, in respect of which the Seller shall deliver a subordination/cession of rank in respect of all property other than two (2) mine dries;
- (I) a legal hypothec resulting from a judgment in favour of Equipment SMS Inc. / SMS Equipment Inc. in an amount of Cdn.\$1,012,029.87 registered at the RPMRR on November 30, 2009 under number 09-0744186-0001 at the Abitibi BPD on

November 26, 2009 under number 16 754 663, and at the PRRIMR, on December 2, 2009, under number 53236;

- (J) a royalty agreement in favour of Teck Resources Limited registered at the PRRIMR on February 4, 1994 under number 47,835, as assumed pursuant to deeds registered at the PRRIMR under numbers 48938 and 50276; and
 - (K) a legal hypothec resulting from a judgment registered by Imperial Oil at the RPMRR on December 18, 2009 under number 09-0786185-0001, at the Abitibi BPD on December 21, 2009 under number 16 824 203 and at the PRRIMR under number 53243 in an amount of Cdn.\$ 197,085.93 and costs of \$1,883.70.
- (v) with respect to such Liens and other claims as the Buyer may require, a payout letter or other acknowledgement of the amount owed and an agreement to deliver a release or discharge, in form acceptable to the Buyer, upon receipt of the amount specified, executed by each relevant claimant;
 - (vi) a direction and escrow agreement relative to the amounts required to discharged any Lien or other claim required by the Buyer to be discharged out of the proceeds of the Gold Prepayment Amount, and the Seller shall have delivered to the Buyer, the escrow agent or such other person as the Buyer may direct, all shares required to be delivered for purposes of such discharges;
 - (vii) favourable opinions of counsel to the Seller and each Credit Party as to such matters as the Buyer may require;
 - (viii) a certificate of insurance coverage, dated not more than 10 days prior to the Effective Date, evidencing that the Seller and the Subsidiaries carry the insurance required by Section 11(1)(n) and that the Buyer has been added as an additional insured and loss payee on those policies and as additional insured under the liability coverage and subject to a non-vitiation clause;
 - (ix) a certificate, dated the Effective Date, to the effect that, to the best of the Seller's knowledge, after due inquiry, there are no facts or circumstances which could reasonably be expected to give rise to a material Environmental Liability, except as has been reserved against in the Seller's financial statements;
 - (x) a Compliance Certificate;
 - (xi) a written confirmation by the Ministère des Ressources Naturelles et de la Faune (Québec) that all the deficiencies giving rise to its letter on

November 5, 2009 have been remediated and that no procedure to suspend the mining concessions of the Seller will be initiated or, as the case may be, that any such procedures will be terminated and abandoned and evidence satisfactory to the Buyer that any and all conditions contained in such confirmation have been met;

- (xii) all such other documents, deliveries, schedules, information, opinions and instruments as the Buyer may reasonably request; and
- (n) the Seller shall have delivered to the Buyer certified copies of the subscription agreements with respect to the equity offerings referred to in Section 3(e), completed on or within 15 days prior to the Effective Date, and all associated shareholder and employee agreements, and certified copies of all Material Agreements, Material Permits and Consent.
- (o) the Seller shall have delivered to the Buyer and the Refiner an irrevocable direction substantially in the form of Schedule "L"; and
- (p) the Buyer and the Seller shall have entered into a pricing agreement, substantially in the form of Schedule "M", on terms, and otherwise in form and substance satisfactory to the Buyer, all in its sole discretion, amending the amounts specified in the definitions of "Contract Quantity", "Maximum Gold Price" and "Minimum Gold Price", to reflect changes in the price of Gold, the forward price curve for Gold, interest rates and volatility as between the date of signing of this Gold Forward Purchase Agreement and the Effective Date, and to amend as a consequence the amounts stated in the definition of "Scheduled Monthly Quantity"

All of the obligations of the Buyer hereunder shall terminate, and the Buyer shall be under no obligation of any nature hereunder or under any of the Transaction Documents or under any other agreement with respect to the subject matter hereof, if the foregoing conditions are not satisfied by the Seller or waived by the Buyer prior to 12:00 noon (Toronto time) on December 31, 2009.

Section 4 Sale and Purchase.

- (1) Subject to the terms and conditions of this Forward Gold Purchase Agreement, the Seller shall sell to the Buyer and the Buyer shall buy from the Seller the Contract Quantity of Gold.
- (2) The Contract Quantity of Gold shall be Delivered during the Term of this Forward Gold Purchase Agreement on each Monthly Delivery Date in the Scheduled Monthly Quantities in accordance with the provisions of this Forward Gold Purchase Agreement.
- (3) The purchase price shall be paid during the Term of this Forward Gold Purchase Agreement in accordance with the terms hereof.

Section 5 Delivery.

- (1) On each Monthly Delivery Date, the Seller shall Deliver to the Buyer the Scheduled Monthly Quantity of Gold for such Monthly Delivery Date. All Gold required to be Delivered pursuant to this Forward Gold Purchase Agreement shall be "Gold" as defined herein and shall be Delivered free and clear of any Liens and any adverse claims of any description.
- (2) The Seller agrees to convey and properly transfer all legal and beneficial right, interest and title in the Actual Monthly Quantity upon each Delivery.
- (3) All costs, charges or expenses associated with the production, transport, refining and Delivery of any Gold shall be borne by the Seller.
- (4) Subject to the application of and in accordance with Section 5(5), any obligation to Deliver Gold on a Monthly Delivery Date that is not performed in full on such Monthly Delivery Date shall be converted into, to the extent of the Gold Shortfall, an obligation of the Seller to pay to the Buyer in US dollars an amount equal to the product of the Gold Shortfall and the Gold Price on such Monthly Delivery Date. Such obligation shall bear interest at the Default Interest Rate, calculated in accordance with Section 8(4), and shall be payable on demand.
- (5) If the Seller notifies the Buyer at least two Business Days prior to any Monthly Delivery Date that the Seller will not be able to deliver all or any portion of the Scheduled Monthly Quantity of Gold on such Monthly Delivery Date but that the Seller reasonably expects to be able to deliver the Gold Shortfall (as adjusted in accordance with this Section 5(5)) within fourteen days of such Monthly Delivery Date and the Buyer agrees to accept performance of the Seller in accordance with this Section 5(5), then the Seller shall deliver a quantity of Gold within fourteen days of such Monthly Delivery Date with a value (based on the Gold Price on the date of actual delivery) equal to the sum of (i) the product of the Gold Shortfall and the Gold Price on the Monthly Delivery Date; and (ii) the interest on an amount equal to the product of the Gold Shortfall and the Gold Price from the Monthly Delivery Date to the date of actual delivery, calculated based on the Default Interest Rate. The Seller may exercise the rights set forth in this Section 5(5) no more frequently than four times in total during the term of this Forward Gold Purchase Agreement and no more frequently than during 2 consecutive calendar months. If the Seller fails to perform in accordance with this Section 5(5), then the Seller shall be obligated in accordance with Section 5(4) (with Seller's obligation under Section 5(4) bearing interest at the Default Interest Rate from the Monthly Delivery Date), all as if Section 5(5) had never applied.

Section 6 Title and Risk.

- (1) Upon each Delivery of the Gold pursuant to this Forward Gold Purchase Agreement, all legal and beneficial title to such Gold will pass irrevocably from the Seller to the Buyer free of any Liens.

- (2) Until Delivery has occurred, all costs of transport, warehousing (including insurance), customs and taxes and risk of loss and any other related costs and expenses shall be borne by the Seller.

Section 7 Purchase Price.

- (1) On and subject to the terms and conditions set forth in this Forward Gold Purchase Agreement:
- (a) The Buyer shall pay to the Seller on the Effective Date, on account of the purchase price for Gold purchased pursuant to this Forward Gold Purchase Agreement, an amount (the “**Gold Prepayment Amount**”) equal to US \$33,000,000; and
 - (b) The Seller shall deposit on the Effective Date, to secure its obligations under this Forward Gold Purchase Agreement, an amount equal to US \$15,000,000 (the “**Initial Performance Reserve Account Balance**”) in the Performance Reserve Account.
- (2) Each of the Buyer’s and the Seller’s obligation to make payment of the amounts specified in Section 7(1)(a) and Section 7(1)(b) respectively will be deemed to have been satisfied and discharged and replaced by (i) an obligation upon the Buyer, subject to any escrow arrangements agreed on the Effective Date, to pay to the Seller the excess of the Gold Prepayment Amount over the Initial Performance Reserve Account Balance; and (ii) an obligation upon the Buyer to pay US \$15,000,000 into the Performance Reserve Account on behalf of the Seller.
- (3) On each Additional Gold Payment Date, the Buyer shall pay to the Seller an amount (an “**Additional Gold Payment Amount**”) equal to the greater of:
- (a) Zero; and
 - (b) The product of:
 - (i) the Actual Monthly Quantity of Gold Delivered on the Monthly Delivery Date corresponding to such Additional Gold Payment Date, and
 - (ii) an amount equal to:
 - (A) the lesser of (x) the Gold Price on the Monthly Delivery Date corresponding to such Additional Gold Payment Date; and (y) the Maximum Gold Price,
 - minus:
 - (B) the Minimum Gold Price,

If the Seller gives notice in accordance with Section 5(5), and the Buyer agrees to accept performance of the Seller in accordance with Section 5(5), then the Buyer is not required to perform under this Section 7(3) until the Seller performs in accordance with Section 5(5).

- (4) The Parties agree that the Buyer is assuming the risk that the Gold Price of the Actual Monthly Quantity may, from time to time, be less than the Minimum Gold Price and that the Seller is assuming the risk that the Gold Price of Gold Delivered may from time to time be greater than the Maximum Gold Price. Accordingly, if the Gold Price in effect on any Monthly Delivery Date is:
 - (a) Less than the Minimum Gold Price, then the Seller shall not be required to rebate an amount equal to the difference between the Gold Price and the Minimum Gold Price to the Buyer; or
 - (b) Greater than the Maximum Gold Price, then the Buyer shall not be required to pay any amount in respect of such excess to the Seller.
- (5) Without limitation of its other rights and remedies hereunder and whether or not a Seller Default, Seller Event of Default or Early Termination Date shall have occurred or be continuing, the Buyer shall have the right to set off and to apply, to the fullest extent permitted by law (including general principles of common law), any obligation of the Seller under this Forward Gold Purchase Agreement or any of the other Transaction Documents against the obligations of the Buyer hereunder, including, without limitation, the obligations of the Buyer in respect of the Gold Prepayment Amount and the Additional Payment Amount, irrespective of whether or not the Buyer has made demand under this Forward Gold Purchase Agreement or any of the other Transaction Documents and although such obligations may be unmatured or contingent.

Section 8 Payments.

- (1) Each Party shall make all cash payments in U.S. Dollars by wire transfer in immediately available funds.
- (2) If, on any date prior to an Early Termination Date, amounts would otherwise be payable in cash in the same currency by each Party to the other in accordance with the terms of this Forward Gold Purchase Agreement, then, on such date, each Party's obligation to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one Party exceeds the aggregate amount that would otherwise have been payable by the other Party, replaced by an obligation upon the party by which the larger aggregate amount would have been payable to pay to the other Party the excess of the larger aggregate amount over the smaller aggregate amount.
- (3) If any payment shall be due on a day that is not a Business Day, then the date for payment shall be the next succeeding Business Day and, in the case of any payment

accruing interest on the basis of the Default Interest Rate, interest shall be payable for the period of such extension.

- (4) Any cash amount which is not paid to the Buyer when due shall bear interest at a rate equal to the Default Interest Rate payable on demand.
- (5) All interest payable on the basis of the Default Interest Rate shall accrue daily shall be calculated on the basis of a year of 360 (three hundred and sixty) days.
- (6) For purposes of disclosure pursuant to the *Interest Act* (Canada), (i) whenever any interest under this Forward Gold Purchase Agreement is calculated using a rate based on a year of 360 days or 365 days, as the case may be, the rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (x) the applicable rate based on a year of 360 days or 365 days, as the case may be, (y) multiplied by the actual number of days in the calendar year in which the period for which such interest or fee is payable (or compounded) ends, and (z) divided by 360 or 365, as the case may be (ii) the principle of deemed reinvestment of interest does not apply to any interest calculation under this Forward Gold Purchase Agreement; and (iii) the rates of interest stipulated in this Forward Gold Purchase Agreement are intended to be nominal rates and not effective rates or yields.
- (7) All payments shall be made to the Parties in accordance with the following instructions (or as otherwise agreed in writing between the Parties):
 - (a) Payments to the Seller:
 - (i) for the Gold Prepayment:
National Bank of Canada
555 Burrard Street
Vancouver BC V7X 1M7

Institute#: 006
Branch #: 14021
Swift Code: BNDCCAMMINT

Beneficiary: Century Mining Corporation
441 Peace Portal Dr
Blaine, WA 98230

Account: 0084163 - USD

U.S. Correspondent bank:
JP Morgan Chase Bank
270 Park Avenue
New York, NY 10017

- (ii) for all other payments hereunder:

KeyBank
1221 N. State St.
Bellingham, WA 98225

SWIFT Code: KEYBUS33
Routing #: 125000574

Beneficiary: Century Mining US Corporation
441 Peace Portal Dr.
Blaine, WA 98230

Beneficiary Acct#: 473551005985

- (b) Payments to the Buyer:

Deutsche Bank Trust Co Americas, New York
ABA 021001033
Chips ABA 0103
Chips UID 096804
Swift BKTRUS33

Account Number 04-411-739

- (8) All Gold Delivered by the Buyer which is not otherwise required to be applied in a specific manner hereinafter shall be applied to the Scheduled Monthly Quantities in reverse order of maturity.
- (9) All amounts received by the Buyer from or on behalf of the Seller or received in respect of any Lien or the exercise of any other remedy and not otherwise required to be applied in a specific manner pursuant to this Forward Gold Purchase Agreement shall be applied by the Buyer as follows (i) first, in reduction of the Seller's obligation to pay any unpaid interest and fees which are due and owing, (ii) second, in reduction of the Seller's obligation to pay any amounts referred to in Section 14, 18 or 19, (iii) third, in reduction of the Seller's obligation to pay any amounts due and owing to Buyer under Section 5(4) or 5(5), (iv) fourth, in reduction of the Seller's obligation to pay any other amounts which are due and owing under this Gold Forward Purchase Agreement (including pursuant to Section 13) or any other Transaction Documents.

Section 9 Performance Reserve Account; Supplemental Performance Reserve Account.

- (1) On or prior to the Effective Date, an account shall be established with the Performance Reserve Account Bank in the name of the Seller (the "**Performance Reserve Account**"), into which account shall be deposited by the Seller an amount equal to the Initial Performance Reserve Account Balance and in respect of which a Performance Reserve Account Agreement in form and substance satisfactory to the

Buyer shall be required prior to the Effective Date. The balance from time to time credited to the Performance Reserve Account shall constitute a performance reserve with respect to Gold Deliveries due from time to time by the Seller. The Seller shall have no right to withdraw the amounts in the Performance Reserve Account except as expressly provided for herein.

- (2) Upon the occurrence of a Seller Failure to Deliver, the Buyer may, acting in its sole and absolute discretion (without prejudice to any other rights of the Buyer hereunder, under any of the other Transaction Documents or otherwise), withdraw, set-off and apply any amounts in the Performance Reserve Account against the obligations of the Seller under Section 5(4), Section 5(5) and Section 8(4).
- (3) Provided that (i) no Seller Default or Seller Event of Default has occurred and is continuing, (ii) in the case of Performance Reserve Account Date 1, Performance Hurdle A has been met, and (iii) in the case of Performance Reserve Account Date 2, Performance Reserve Account Date 3, and Performance Reserve Account Date 4, Performance Hurdle A and Performance Hurdle B have been met, then the Seller shall be entitled to withdraw from the Performance Reserve Account, on the Performance Reserve Account Release Date, the lesser of (x) Scheduled Withdrawal Amount with respect thereto, and (y) the amount if any by which the Performance Reserve Account Balance prior to the withdrawal exceeded the Required Performance Reserve Account Balance on such day, and, in such circumstances, the Buyer shall provide its consent to a withdrawal in accordance with this Section 9(3) to the Performance Reserve Account Bank for purposes of the Performance Reserve Account Agreement. For greater certainty, the Seller may not withdraw any amount if after giving effect to the withdrawal the Performance Reserve Account Balance would be less than the Required Performance Reserve Account Balance.
- (4) If the balance standing to the credit of the Performance Reserve Account is at any time less than the Required Performance Reserve Account Balance, then the Seller shall, within five Business Days after its receipt of notice thereof from the Buyer, deposit funds into the Performance Reserve Account in an aggregate amount not less than the amount of such shortfall.
- (5) So long as no Seller Default or Seller Event of Default has occurred and is continuing and the Required Performance Reserve Account Balance would be maintained, then the Seller shall be entitled to withdraw, no more frequently than once per six calendar month period, an amount equal to the investment income earned by the Performance Reserve Account and such investment income be disbursed in accordance with the instructions of the Seller into one or more bank accounts specified by the Seller, and, in such circumstances, the Buyer shall provide its consent to a withdrawal in accordance with this Section 9(5) to the Performance Reserve Account Bank for purposes of the Performance Reserve Account Agreement.
- (6) Upon satisfaction of all of the obligations of the Seller under this Forward Gold Purchase Agreement and the other Transaction Documents (other than contingent, unmatured obligations), the Seller shall be entitled to withdraw the balance in the Performance Reserve Account, and, in such circumstances, the Buyer shall provide

its consent to a withdrawal in accordance with this Section 9(6) to the Performance Reserve Account Bank for purposes of the Performance Reserve Account Agreement.

- (7) Upon designation of an Early Termination Date, the Buyer may withdraw, set-off and apply the balance in the Performance Reserve Account against any amounts it is owed by the Seller pursuant to this Forward Gold Purchase Agreement or any other Transaction Document.
- (8) In connection with a Permitted Acquisition, the Seller may be required to establish a Supplemental Performance Reserve Account, into which account shall be deposited by the Seller the Supplemental Performance Reserve Amount and in respect of which a Supplemental Performance Reserve Account Agreement in form and substance satisfactory to the Buyer shall be required. The balance from time to time credited to the Supplemental Performance Reserve Account shall constitute a performance reserve with respect to Gold Deliveries due from time to time by the Seller. The Seller shall have no right to withdraw the amounts in the Supplemental Performance Reserve Account except as expressly provided for herein.
- (9) Upon the occurrence of a Seller Failure to Deliver, the Buyer may, acting in its sole and absolute discretion (without prejudice to any other rights of the Buyer hereunder, under any of the other Transaction Documents or otherwise), withdraw, set-off and apply any amounts in the Supplemental Performance Reserve Account against the obligations of the Seller under Section 5(4), Section 5(5) and Section 8(4).
- (10) So long as no Seller Default or Seller Event of Default has occurred, and the balance held in the Supplemental Performance Reserve Account after the withdrawal is not less than US \$8,500,000, then the Seller shall be entitled to withdraw, no more frequently than once per six calendar month period, an amount equal to the investment income earned by the Supplemental Performance Reserve Account and such investment income shall be disbursed in accordance with the instructions of the Seller into one or more bank accounts specified by the Seller, and, in such circumstances, the Buyer shall provide its consent to a withdrawal in accordance with this Section 9(10) to the Supplemental Performance Reserve Account Bank for purposes of the Supplemental Performance Reserve Account Agreement.
- (11) So long as no Seller Default or Seller Event of Default has occurred, the Seller shall be entitled to withdraw on or after January 1, 2014 the amount if any by which the principal amount on deposit in the Supplement Performance Reserve Account (exclusive of any investment income earned and not yet distributed pursuant to Section 9(10)) exceeds U.S. \$2,000,000, and, in such circumstances, the Buyer shall provide its consent to a withdrawal in accordance with this Section 9(11) to the Supplemental Performance Reserve Account Bank for purposes of the Supplemental Performance Reserve Account Agreement.
- (12) Upon satisfaction of all of the obligations of the Seller under this Gold Forward Purchase Agreement and the Transaction Documents (other than contingent, unmatured obligations), the Seller shall be entitled to withdraw the balance in the Supplemental Performance Reserve Account, and, in such circumstances, the Buyer

shall provide its consent to a withdrawal in accordance with this Section 9(12) to the Supplemental Performance Reserve Account Bank for purposes of the Supplemental Performance Reserve Account Agreement.

- (13) Upon designation of an Early Termination Date, the Buyer may withdraw, set-off and apply the balance in the Supplemental Performance Reserve Account against any amounts it is owed by the Seller pursuant to this Forward Gold Purchase Agreement or any other Transaction Document.
- (14) All calculations made by the Buyer pursuant to this Section 9 shall be prima facie proof of the correctness thereof, in the absence of manifest error.

Section 10 Representations and Warranties.

- (1) In addition to, and without limiting, the representations and warranties contained in the Security Documents, the Seller represents and warrants to the Buyer with respect to itself and, where applicable, each of its Subsidiaries:
 - (a) The Seller is a limited liability company validly continued under the federal laws of Canada and it is duly authorized to carry on business in each jurisdiction where the nature of its assets or its business makes such qualification necessary or desirable;
 - (b) The Seller and each of the Subsidiaries has the power and authority to enter into and perform their respective obligations under this Forward Gold Purchase Agreement and each other Transaction Document to which they are a party;
 - (c) This Forward Gold Purchase Agreement and each other Transaction Document is in the proper form for its enforcement in the jurisdiction of incorporation of the Seller and each Credit Party party thereto;
 - (d) The entry into by the Seller and the Credit Parties of this Forward Gold Purchase Agreement and each other Transaction Document and the performance by each such party of its obligations under this Forward Gold Purchase Agreement and each other Transaction Document do not violate or conflict with any law applicable to such party, any provision of the constating documents of such party or any document by which such party is bound, except where any such violation or conflict could not reasonably be expected to have a Material Adverse Effect;
 - (e) All Consents required to be obtained by the Seller and the Subsidiaries in connection with the execution and delivery by them of this Forward Gold Purchase Agreement and each other Transaction Document, and the performance by them of their obligations thereunder, have been obtained and are in full force and effect, except where the failure to obtain any such Consent could not reasonably be expected to have a Material Adverse Effect;

- (f) The execution by the Seller and the Credit Parties of this Forward Gold Purchase Agreement and each other Transaction Document constitutes, and the exercise by them of their respective rights and the performance by them of their respective obligations under this Forward Gold Purchase Agreement and each other Transaction Document, will constitute, voluntary, private and commercial acts performed for private and commercial purposes;
- (g) The Seller and the Credit Parties will not be entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings in relation to this Forward Gold Purchase Agreement or any other Transaction Document;
- (h) The Seller or Century Minding Peru S.A.C, as the case may be, has and will have until Delivery full beneficial and legal title to all the gold generated by the Mining Projects to be sold to the Buyer and such gold is and will be free from any third party claims;
- (i) The Seller, in the case of the Lamaque Mine, and Century Mining Peru S.A.C., in the case of the San Juan Mine, has good title to, subject to Permitted Liens, the right to use, and all rights necessary or desirable under any Applicable Laws in relation to, the Mining Projects, the property at which the Mining Projects are located and any other assets (including intellectual property rights) necessary or customary to operate the Mining Projects. For the avoidance of doubt, the exploration properties in the vicinity of the Lamaque Mine owned by 6275044 Canada Inc. and 6275061 Canada Inc. are not useful, necessary or required for the commissioning, development and operation of the Lamaque Mine or to meet the Seller's obligations under any Material Agreement;
- (j) This Forward Gold Purchase Agreement and each other Transaction Document has been duly executed and delivered by the Seller or a Credit Party thereto and is the legal, valid and binding obligation of the Seller or such Credit Party enforceable against the Seller or such Credit Party in accordance with its terms, except that enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally and by general equitable principles of law (whether enforcement is sought by proceedings in equity or at law);
- (k) The Seller's audited financial statements most recently delivered to the Buyer (in respect of its financial year ended December 31, 2008):
 - (i) have been prepared in accordance with accounting principles and practices generally accepted in its jurisdiction of incorporation, consistently applied;
 - (ii) have been audited by BDO Dunwoody LLP; and

- (iii) give a true and fair view of its financial condition as at the date to which they were drawn up,

except, in each case, as disclosed to the contrary in those financial statements;

- (l) As at the date hereof, except as set out on Schedule "I":
 - (i) no litigation, arbitration or administrative proceedings are current or, to its knowledge, pending or threatened against the Seller or any Subsidiary which could reasonably be expected to have a Material Adverse Effect;
 - (ii) it has not received any notice or other written communication from which it appears that it or any Subsidiary has been, is or may be in violation of any Applicable Law, Material Agreement or Material Permit which has or, if adversely determined, could be reasonably be expected to have a Material Adverse Effect;
 - (iii) except as disclosed in writing to the Buyer, it or any Subsidiary has not received any notice or other written communication that any Permit may be subject to termination, modification, suspension or revocation and no further Permit is required in connection with the development or operation of the Mining Projects in the manner necessary to enable the Seller to meet its obligations hereunder except such as would reasonably be expected to be obtained in the ordinary course of business and without the expenditure of any unbudgeted amounts; and
 - (iv) there are no ongoing or threatened strikes, or other work stoppages by its employees or any contractor or the employees or contractors of any Subsidiary with respect to the Mining Projects;
- (m) As at the date of this Forward Gold Purchase Agreement, there has been no material adverse change in the financial condition or assets of the Seller since December 31, 2008;
- (n) As of the date hereof, the ownership structure and equity holdings of the Seller and the Subsidiaries are as set out in Schedule "G";
- (o) Other than as set out in a letter dated November 5, 2009 from the Quebec Ministère des Ressources naturelle et de la Faune, the Seller is not aware of any basis upon which that it or any Mining Project may be, and has not received notice that it or any Mining Project is alleged to be, in breach of:
 - (i) any Consent;
 - (ii) any Material Permit; or

(iii) any Applicable Law,

where such breach or alleged breach, if the allegation were proven to be correct, has or could reasonably be expected to have a Material Adverse Effect;

- (p) The Material Agreements listed in Schedule "B" are all of the material contracts to which the Seller or any Subsidiary is a party and no other material contracts are required to own, develop, construct, operate and maintain the Mining Project;
 - (q) The Material Permits set out in Schedule "C", are all of the Material Permits required to start up, develop, expand the tonnage and operate the Mining Projects in the manner necessary to enable the Seller to meet its obligations hereunder and, except for the Material Permits listed in Part II of Schedule "C" all such Material Permits have been obtained and are in full force and effect and the Seller is in compliance with the terms thereof in all material respects. The Seller reasonably expects to obtain the Material Permits listed in Part II of Schedule "C" in the ordinary course at or before the time required, and without the expenditures of unbudgeted amounts.
 - (r) Schedule "E" sets forth the Projected Capital Expenditures as of the date hereof for the five-year period commencing upon the date hereof; and
 - (s) As at the date they were delivered to the Buyer the factual information contained in all records (including reports, data, documents and any other form of information) in connection with the Mining Projects was true and accurate in all material respects or (if appropriate) as at the date at which they were stated to be given.
- (2) The representations and warranties of the Seller provided for in Section 10(1) above shall be deemed to be repeated on the date of each Compliance Certificate.
- (3) The Buyer warrants, and makes the following representations, to the Seller:
- (a) it is a corporation domiciled in Frankfurt am Main, Germany, operating in the United Kingdom under branch registration number BR000005; and
 - (b) this Forward Gold Purchase Agreement has been duly executed and delivered by the Buyer and is the legal, valid and binding obligation of the Buyer enforceable against the Buyer in accordance with its terms, except that enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of creditors generally and by general equitable principles of law (whether enforcement is sought by proceedings in equity or at law).

Section 11 Covenants.

- (1) **Affirmative Covenants.** So long as any Gold remains to be Delivered or any amounts remain to be paid by Seller under this Forward Gold Purchase Agreement,

the Seller shall, in addition to, and without limiting, the covenants contained in the Security Documents:

- (a) **Business Plans and Financial Reporting.** Deliver to the Buyer (i) within 30 days of the commencement of each Financial Year, an Annual Business Plan for the Financial Year, together with a detailed budget for the Financial Year providing supplementary detailed schedules and information supplementary to and consistent with the Annual Business Plan including a statement of Projected Capital Expenditures and Required Capital Expenditures; (ii) within 30 days of the commencement of each Financial Year, an annual and updated mine plan for each of the Mining Projects providing detailed estimates of capital expenditures, production, revenues and expenses; (iii) as soon as practicable and in any event within 60 days after the end of each of the first three Financial Quarters in each Financial Year (x) a consolidated balance sheet of the Seller as of the end of the Financial Quarter. and (y) the related consolidated statements of earnings and changes in financial position for the Financial Quarter and for the period commencing at the end of the previous Financial Year and ending with the end of the Financial Quarter (in each case (except for the statement of changes in financial position) setting forth in comparative form the figures for the corresponding Financial Quarter and corresponding portion of the previous Financial Year,); (iv) as soon as practicable and in any event within 120 days after the end of each Financial Year, a copy of the financial statements of the Seller for the Financial Year prepared on a consolidated basis reported on by the Seller's independent auditors; and (v) together with each delivery of financial statements, a Compliance Certificate, a statement of Priority Accounts Payable and a calculation as at such time of the Available New Equity Amount, detailing all additions and subtractions therefrom, all certificated by an officer of the Seller;
- (b) **Environmental Reporting.** Promptly, and in any event within 10 days of becoming aware of the relevant circumstances, deliver to the Buyer a detailed statement describing any of the following occurrences: (i) any order or judgment, decision, notice or requirement of any Authority requiring the Seller or any Subsidiary to incur Environmental Liabilities (w) in excess of U.S. \$100,000 in any one instance, (x) together with all other expenditures incurred in respect of Environmental Liabilities in any Financial Year, in excess of U.S. \$100,000 in the aggregate; (ii) any state of affairs on any of the Mining Properties which could result in the incurrence of Environmental Liabilities (y) in excess of U.S. \$500,000 in any one instance, or (z) together with all other expenditures incurred in respect of Environmental Liabilities in any Financial Year, in excess of U.S. \$500,000 in the aggregate; and (iii) all actions taken or proposed to be taken in connection with such occurrences;
- (c) **Additional Reporting.** Deliver to the Buyer (i) as soon as practicable, and in any event at least five days prior to any Monthly Delivery Date, notice of any anticipated failure to Deliver as required on such Monthly Delivery Date;

(ii) as soon as practicable, and in any event within five days after the occurrence of each Seller Default or Seller Event of Default, a statement of the chief financial officer of the Seller or any other officer acceptable to the Buyer setting forth the details of the Seller Default or Seller Event of Default and the action which the Seller proposes to take or has taken (provided that the foregoing shall not be deemed to extend the period of time that Seller may cure any such Default that is otherwise provided for herein); (iii) from time to time upon request of the Buyer, evidence of the maintenance of all insurance required to be maintained pursuant to this Forward Gold Purchase Agreement, including originals or copies as the Buyer may request of policies, certificates of insurance, riders, endorsements and proof of premium payments; (iv) promptly upon their issuance, copies of all notices, reports, press releases, circulars, offering documents and other documents filed with, or delivered to, any stock exchange or the Ontario Securities Commission or a similar Authority in any other jurisdiction; and (v) such other information respecting the condition or operations, financial or otherwise, of the Mining Projects or the Seller or any Subsidiary as the Buyer may from time to time reasonably request;

- (d) **Corporate Existence.** Except as otherwise permitted in this Forward Gold Purchase Agreement, preserve and maintain, and cause the Subsidiaries to preserve and maintain, its and their corporate existence, except, in the case of a Subsidiary, where the failure to do so could not reasonably be expected to have a Material Adverse Effect;
- (e) **Use of Proceeds.** Apply all of the amounts received from the Buyer pursuant to this Forward Gold Purchase Agreement and all of the Equity Proceeds solely (i) to satisfy and discharge any Liens required to be satisfied and discharged at the request of the Buyer on or following the Effective Date; to (ii) to pay any outstanding payables disclosed to the Buyer in the cash flow model delivered to the Buyer on or prior to the Effective Date; (iii) to pay fees and expenses associated with the execution and delivery of the Gold Forward Purchase Agreement and the other Transaction Documents; (iv) to pay costs and expenses incurred by reason of the start-up development, expansion of production or operation of the Lamaque Mine; (v) to pay for Capital Expenditures effected in accordance with Section 11(2)(o), and (vi) to pay administrative and overhead charges;
- (f) **Compliance with Laws, etc.** Comply, and cause each of its Subsidiaries to comply with the requirements of all Applicable Laws, Consents, Material Permits, Material Agreements and judgments, orders, decisions and awards, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect;
- (g) **Environmental Investigations.** Promptly, if the Buyer has a good faith concern that a discharge of a Hazardous Substance or violation of Environmental Laws has occurred or is imminent or a condition exists at the

Lamaque Mine that could have a Material Adverse Effect, cause to be conducted such environmental investigations (including without limitation, environmental site assessments and environmental compliance reviews) as are reasonably required by the Buyer by an environmental consultant approved by the Buyer, and promptly remedy any condition or non-compliance with Environmental Laws revealed by any such investigation;

- (h) **Construction, Operation and Maintenance of Properties.** Shall operate, and shall cause the Subsidiaries to operate, the Mining Projects as a Reasonable and Prudent Operator and make, and cause each of its Subsidiaries to make, all repairs, renewals, replacements, additions and improvements to the Mining Projects so that the business and activities carried on at the Mining Projects may be properly and advantageously conducted at all times in accordance with good mining practice;
- (i) **Auditors.** Appoint as its auditors a firm of national standing;
- (j) **"Mandatory Hedging".** If on any Business Day on or after January 1, 2010 and on or prior to December 31, 2012, the Gold Price is less than USD\$1,100 per Ounce (each such day, a **"Trigger Date"**), then the Buyer may, by notice to the Seller (such notice, a **"Trigger Notice"** and the date of such notice, a **"Notice Date"**) require that the Seller enter into on market terms a fixed-for-floating swap or any combination of gold derivative instruments that would have the net effect of reducing the Seller's exposure to movements in the Gold Price pursuant to the ISDA Master Agreement. The mandatory hedging which the Buyer may require pursuant to this Section 11(1)(j) shall be in respect of such notional quantity of Gold as the Buyer may determine, not in excess of a notional quantity for each calculation period equal to the lesser of (x) 60% of the anticipated production of Gold for the calendar month corresponding to such calculation period, as set out in the production forecast for the Lamaque Mine appended hereto as Schedule "M", after deducting the Scheduled Monthly Quantity for the Monthly Delivery Date falling within such calendar month; and (y) 5,000 Ounces of Gold for such calculation period. In the case of such mandatory hedging, a calculation period will consist of one calendar month and the total notional quantity limit will be equal to the arithmetic sum of the notional quantities for all calculation periods from the Notice Date to December 31, 2012. The mandatory hedging which the Buyer may require pursuant to this Section 11(1)(j) shall be restricted to the period commencing on the Notice Date and ending on December 31, 2012.

In the case of all such mandatory hedging, the first calculation period shall begin on the first day of the first calendar month beginning on or after the Notice Date and subsequent calculation periods shall follow consecutively thereafter.

- (k) **Payment of Taxes and Claims.** Except in respect of the amounts owing to Revenue Quebec as referenced in clause (v) of the definition of **"Permitted**

Lien", pay or cause to be paid, when due, (i) all taxes, assessments and governmental charges or levies imposed upon it or upon its income, sales, capital or profit or any other property belonging to it or upon its Subsidiaries; and (ii) all claims which, if unpaid, might by law become a Lien upon the assets, except any such tax, assessment, charge, levy or claim which is being contested in good faith and by proper proceedings and in respect of which the Seller or its Subsidiaries have established adequate reserves in accordance with GAAP or which are Permitted Liens;

- (l) **Keeping of Books.** Keep, and cause each of its Subsidiaries to keep, proper books of record and account, in which full and correct entries shall be made in respect of their respective businesses and offices, as the case may be;
- (m) **Visitation and Inspection.** At any reasonable time or times, subject to 48 hours prior notice, permit the Buyer to visit the properties of the Seller and the Subsidiaries, and to discuss their affairs, finances and accounts with the officer appointed as (or performing the functions of) the chief financial officer of the Seller;
- (n) **Maintenance of Insurance.** Obtain and maintain in force with an insurer rated 'A' by AM Best, in form and substance satisfactory to the Buyer, (i) in respect of itself and each of the Subsidiaries, the insurance described in Schedule "J", (ii) at all times prior to the commencement of operation of the Lamaque Mine, the insurance described in Schedule "J"; and (iii) at all times subsequent to the Lamaque Mine being placed in operation, the insurance described in Schedule "J"; all such policies to show the Buyer as an additional insured and a loss payee under a mortgage clause in a form approved by the Insurance Bureau of Canada or other applicable governing body and replace the insurance coverage provided by Lumberman's Underwriting Alliance with coverage provided by an insurer acceptable to the Buyer within one hundred and twenty (120) days following the Effective Date;
- (o) **Permits.** Duly obtain and maintain in full force and effect all Material Permits and comply with the terms thereof except where the failure to do so could not reasonably be expected to have a Material Adverse Effect;
- (p) **Gold Production and Refining.** To promptly enter into, and maintain in full force and effect, Refining Agreements with Johnson Matthey Limited with respect to all gold, gold doré and other gold bearing materials produced from the San Juan Mine or the Lamaque Mine. To deliver, or cause to be delivered all gold, gold doré and other gold bearing materials produced from the San Juan Mine or the Lamaque Mine to the Johnson Matthey refinery located in Brampton, Ontario, Canada for refining in accordance with a Refining Agreement in form and substance acceptable to the Buyer. To deliver, or cause to be delivered, all gold, gold doré and all other gold bearing materials produced from a property or by a Person which was the subject of a Permitted Acquisition to (i) in the case of a property or Person located in North America to the nearest Johnson Matthey refinery in North America, for

refining in accordance with a Refining Agreement in form and substance acceptable to the Buyer; and (ii) in all other cases, to a refiner certified by the LBMA and otherwise acceptable to the Buyer, to be refined in accordance with a Refining Agreement in form and substance acceptable to the Buyer. All gold, gold doré and other gold bearing materials referred to in this Section 11(1)(p) shall be credited in the first instance to the Seller's Unallocated Gold Account and the Seller agrees to irrevocably authorize and direct each Refiner to so credit all gold, gold doré, and gold bearing materials so refined. The Seller agrees to irrevocably direct and cause Johnson Matthey Limited to credit to the Buyer's Unallocated Gold Account, in each month, in priority to any other application, the Scheduled Monthly Quantity for such month, pursuant to an irrevocable direction substantially in form of Schedule "L", to maintain such direction in full force and effect and no to take any action to revoke, modify, qualify or diminish such direction. The Seller agrees to use its reasonable best efforts to cause each Refiner to enter into agreements in favour of the Buyer, in form and substance satisfactory to the Buyer, by which the Refiner agrees to act in accordance with the foregoing provisions and direction;

- (q) **Consents.** To, at its own cost and expense, and to cause each Subsidiary to, at its own cost and expense, take any action, satisfy any condition or do anything (including obtaining or effecting any necessary Consent) at any time required in accordance with Applicable Laws, to be taken, fulfilled or done to:
- (i) to obtain and maintain in full force and effect all Consents which are required in connection with the execution and delivery and performance of this Gold Forward Purchase Agreement and the Transaction Documents;
 - (ii) enable the Seller to lawfully enter into, exercise its rights and perform and comply with its obligations under each Transaction Document to which it is a party;
 - (iii) ensure that the Seller's obligations under each Transaction Document to which it is a party are legally binding and enforceable; and
 - (iv) take any and all action necessary to preserve the enforceability of, and maintain the Buyer's rights under, each Transaction Document, including refraining from taking any action that reasonably could be expected to have a Material Adverse Effect with respect to the Seller;
- (r) **Gold Produced.** To cause all gold produced by the Seller and the Subsidiaries to be produced, handled, transported and delivered in accordance with all Applicable Laws, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect;

- (s) **Material Agreements.** Perform and cause its Subsidiaries to perform, all of its and their material obligations under all Material Agreements and take reasonable actions to enforce all of its and their material obligations thereunder; and
 - (t) **Further Assurances.** At its cost and expense, upon request of the Buyer, execute and deliver or cause to be executed and delivered to the Buyer such further instruments and do and cause to be done such further acts as may be necessary or proper in the reasonable opinion of the Buyer to carry out more effectually the provisions and purposes of the Transaction Documents.
- (2) **Negative Covenants.** So long as any Gold remains to be Delivered or any amounts remain to be paid by Seller under this Forward Gold Purchase Agreement, the Seller shall not:
- (a) **Debt.** Create, incur, assume or suffer to exist, or permit any of the Subject Subsidiaries to create, incur, assume or suffer to exist, any Debt other than (i) the obligations to the Buyer under this Forward Gold Purchase Agreement; (ii) Debt incurred in respect of Purchase Money Mortgages up to an aggregate outstanding amount, at any time, of U.S. \$20,000,000 (or the equivalent amount in any other currency); (iii) Debt described in **Schedule "K"** or any refinancing, replacement or renewal of such Debt not exceeding (y) in principal amount, the amount outstanding on the date of the refinancing, renewal or replacement, and (z) in interest rate, a market competitive rate on the date of the refinancing, renewal or replacement, and otherwise on terms and conditions no more restrictive than the terms and conditions of the Debt to be refinanced, renewed or replaced; (iv) the mark-to-market amount from time to time under hedge transactions otherwise permitted to be entered into from time to time by the Seller; and (v) additional unsecured Debt not otherwise permitted pursuant to clauses (iv) to (v) above in an amount not in excess of U.S. \$5,000,000 in the aggregate outstanding at any one time;
 - (b) **Liens.** Create, incur, assume or suffer to exist, or permit any of the Subject Subsidiaries to create, incur, assume or suffer to exist, any Lien on any of their respective properties or assets other than Permitted Liens;
 - (c) **Prepaid Arrangements.** Create, incur or permit to remain outstanding or permit any of the Subject Subsidiaries to create, incur, assume or permit to remain outstanding any forward commitments to deliver gold or any other product of the Mining Projects to any Person other than the Buyer for a fixed price, or any other forward commitment for which all or a portion of the purchase consideration is prepaid, other than for the sale of waste rock and gravel;
 - (d) **Preferential Arrangements.** Sell or dispose of, or permit any of the Subject Subsidiaries to sell or dispose of, any of its or their receivables on recourse terms or enter into any arrangement under which money or the benefit of any

bank or other account may be applied or set-off or made subject to a combination of accounts or enter into any other preferential agreement having a similar effect to any of the foregoing;

- (e) **Mergers, Etc.** Enter into, or permit any of the Subject Subsidiaries to enter into, any reorganization, consolidation, amalgamation, arrangement, winding-up, merger or other similar transaction, provided that a Subject Subsidiary may enter into any such transaction with the Seller or with another Subject Subsidiary where the Seller and each such Subject Subsidiary is otherwise in compliance with the terms hereof both prior to and after giving effect to the proposed transaction;
- (f) **Disposal of Assets Generally.** Sell, exchange, lease, release or abandon or otherwise dispose of, or permit any of the Subject Subsidiaries to sell, exchange, lease, release or abandon or otherwise dispose of, any assets or properties to any Person other than (i) the sale of equipment which is no longer used or useful, provided that the aggregate amount of all sales, leases or other dispositions in any Financial year pursuant to Section 11(2)(f)(i) shall not exceed U.S. \$1,500,000; and (ii) the entering into of joint venture arrangements in respect of exploration or development properties not forming part of the Lamaque Mine or the San Juan Mine;
- (g) **Transactions with Related Parties.** Enter into, or allow any Subject Subsidiary to enter into, any agreement with, make any financial accommodation for, or otherwise enter into any transaction with, a Related Party except (i) in the ordinary course of, and pursuant to the reasonable requirements of, business and at prices and on terms not less favourable to the Seller or the Subject Subsidiary, as the case may be, than could be obtained in a comparable arm's length transaction with another arm's length Person; or (ii) offerings of shares, units, warrants or options of the Seller, effected in accordance with the rules of the TSX Venture Exchange or The Toronto Stock Exchange, as applicable;
- (h) **Change in Business.** Make any change in the nature of its business or permit any of the Subsidiaries carrying on business relating to the Mining Projects to make any change in the nature of their respective businesses;
- (i) **Share Capital.** Permit any of its Subject Subsidiaries to issue shares, or any options, warrants or securities convertible into shares, except to the Seller and provided in the case of shares, options, warrants securities issued by Century Mining (US) Corporation, such shares, options, warrants or securities have been pledged to the Trustee or the Buyer pursuant to the Security Documents;
- (j) **Distributions.** Declare, make or pay, or permit any Subject Subsidiary to declare, make or pay, any Distributions, except (i) payment by Century Mining Peru S.A.C. to San Juan Gold Mines S.A.A. of a 10% net profits interest pursuant to the arrangements in effect as of the date hereof between

such Persons; (ii) (provided that no Seller Default or Seller Event of Default has occurred and is continuing or could result therefrom) that any Subject Subsidiary of the Seller may declare and pay dividends to the Seller or any Subject Subsidiary; (iii) payment to Century Mining Peru S.A.C. of amounts received in the account of the Seller from the Refiner resulting from the refining of gold bearing deposits generated from the San Juan Mine; and (iv) directors, consulting and management fees not in excess of U.S. \$1,000,000 in any Financial Year;

For purposes of this Section 11(2)(j), “**Distribution**” means with respect to any Person (i) any dividend or other distribution on issued shares of the Person or any of its subsidiaries; (ii) the purchase, redemption or retirement amount of any issued shares, warrants or any other options or rights to acquire shares of the Person or any of its subsidiaries redeemed or purchased by the Person or any its subsidiaries; or (iii) any payments whether as consulting fees, management fees or otherwise to any Related Party of the Person or any of its Subsidiaries;

- (k) **Financial Assistance.** Give or permit any of the Subject Subsidiaries to give, any Financial Assistance to any Person, except for (i) inter-company loans on or after January 1, 2010 by the Seller in favour of Century Mining Peru S.A.C. in an aggregate amount not to exceed U.S. \$3,000,000 in any Financial Year; (ii) Financial Assistance by a Subject Subsidiary in favour of the Seller; (iii) investments by the Seller or a Subject Subsidiary in Cash Equivalents; (iv) Financial Assistance which constitutes a Permitted Acquisition; (v) guarantees by Century Mining (US) Corporation of the obligations of Seller pursuant to Seller’s employment agreements with certain of its executives; (vi) cash collateral in the approximate amount of US \$250,000 posted with a financial institution which issued a letter of credit to secure the reclamation obligations of the Seller in respect of an exploration property sold or optioned to a third party; (vii) payments by the Seller to a Subject Subsidiary on or after January 1, 2010 for properly incurred salaries and wages in the ordinary course of business in an aggregate amount not to exceed U.S. \$5,000,000 in any Financial Year; (viii) Financial Assistance by the Seller in favour of a New Money Acquisition Subsidiary in an amount not in excess of the Available New Equity Amount at such time; (ix) an indemnity in favour of Tamerlane Ventures Inc. in respect of a wrongful termination claim by a former employee, the maximum liability associated therewith is reasonably expected by the Seller to be less than U.S. \$200,000; and (x) such other Financial Assistance as the Buyer may approve in writing in the exercise of its sole discretion.

“**Financial Assistance**” means any advances, loans or other extensions of credit, guarantees, indemnities or other contingent liabilities or capital contributions (other than prepaid expenses in the ordinary course of business) to (by means of transfers of property, money or assets), or any purchase of any shares, stocks, bonds, notes, debentures or other securities of,

any Person or the acquisition of all or substantially all the assets of, any Person or of a business carried on by, or a division of, any Person. In determining the aggregate amount of Financial Assistance outstanding at any particular time the Buyer shall (i) take the amount of any Financial Assistance represented by a guarantee or similar contingent obligation at not less than the principal amount of the obligations guaranteed and outstanding; (ii) deduct in respect of any Financial Assistance any amount received by the Seller as return of capital (but only by repurchase, redemption, retirement, repayment, liquidating dividend or liquidating distribution); (iii) not deduct in respect of any Financial Assistance any amounts received as earnings on such Financial Assistance, whether as dividends, interest or otherwise; and (iv) not deduct from the aggregate amount of Financial Assistance any decrease in its market value.

For purposes of this Section 11(2)(k), “**Cash Equivalents**” means any of the following, so long as the same are maintained in accounts in which the Buyer has a first priority perfected security interest: (i) securities issued, guaranteed or insured by the government of Canada or any province, or the United States of America or any state, and having terms to maturity of not more than one year; and (ii) certificates of deposit having maturities of not more than one year issued or guaranteed by a Canadian chartered bank and rated R-1 low (or the then equivalent grade) or better by Dominion Bond Rating Service;

- (l) **Lease-Backs.** Enter into, or permit any of the Subject Subsidiaries to enter into, any arrangements, directly or indirectly, with any Person, whereby the Seller or such Subject Subsidiary, as the case may be, shall sell or transfer any property, whether now owned or hereafter acquired, used or useful in the carrying on of business relating to the Mining Projects, in connection with the rental or lease of the property so sold or transferred or of other property for substantially the same purpose or purposes as the property so sold or transferred;
- (m) **Hedging.** Except for agreements entered into with the Buyer pursuant to Section 11(1)(j), enter into or allow any of the Subject Subsidiaries to enter into (i) any prepaid forward arrangements in respect of Gold or gold or any fixed price forward arrangements in respect of Gold or gold; (ii) any Hedge Arrangements; or (iii) any foreign exchange contracts or swap contracts;
- (n) **Subsidiaries.** Carry on any part of any business or activities related to the Mining Projects, or hold any assets, rights or contracts in respect of the Mining Projects, other than through the Seller in the case of the Lamaque Mine, or Century Mining Peru S.A.C, in the case of the San Juan Mine;
- (o) **Capital Expenditures.** Make or commit to make, or permit the Subject Subsidiaries to make or commit to make, Capital Expenditures other than (i) Capital Expenditures in respect of the Lamaque Mine otherwise in compliance with the terms hereof; (ii) Capital Expenditures in any Financial

Year beginning on or after January 1, 2010 in an aggregate amount not in excess of U.S. \$3,000,000; and (iii) additional Capital Expenditures not in excess of the Available New Equity Amount at such time;

- (p) **Financial Year.** Change its Financial Year;
 - (q) **Amendments.** Allow or permit any Subject Subsidiary to consent to or permit any amendments to any Material Agreement; and
 - (r) **Constating Documents.** Change its constating documents in any manner which would be inconsistent with the provisions of this Forward Gold Purchase Agreement.
- (3) **Security Covenants.** So long as any Gold remains to be Delivered or amounts remain to be paid by the Seller pursuant to this Forward Gold Purchase Agreement, the Seller shall:
- (a) (i) maintain books and records pertaining to the Collateral in such detail, form and scope as the Buyer reasonably requires; (ii) immediately notify the Buyer if any account in excess of U.S. \$100,000 arises out of contracts with any Authority; and execute any instruments and take any steps required by the Buyer in order that all moneys due or to become due under the contract are assigned to the Buyer and notice of such assignment be given to the Authority, (iii) report immediately to the Buyer any matters materially adversely affecting the value, enforceability or collectability of the Collateral, taken as a whole; (iv) if any amount payable under or in connection with any account in excess of U.S. \$1,000,000 is evidenced by a promissory note or other instrument, immediately pledge, endorse, assign and deliver to the Buyer the promissory note or instrument, as additional Collateral; and (v) notify the Buyer in writing of any agreement under which any terms of sale or service (written or oral) which are materially different from normal operating procedures may have been or will be granted;
 - (b) **Business Outside Certain Jurisdictions.** At least 30 days prior to any of the following changes becoming effective, notify the Buyer in writing of (i) any proposed change in the location of (w) any place of business of the Seller or any Subject Subsidiary, (x) the chief executive office or head office of the Seller or any Subject Subsidiary, (y) any account debtors of the Seller or any Subject Subsidiary, and (z) any place where tangible property of the Seller or any Subject Subsidiary is stored; and (ii) any proposed change in the name of the Seller or any Subject Subsidiary; and
 - (c) **Perfection and Protection of Security Interest.** Perform, execute and deliver and cause its Subsidiaries to perform, execute and deliver all acts, agreements and other documents as may be requested by the Buyer at any time to register, file, signify, publish, perfect, maintain, protect, and enforce the security interests created by the Security Documents including, without limitation, (i) executing, recording and filing of the Security Documents and

financing or continuation statements in connection therewith, in form and substance satisfactory to the Buyer; (ii) delivering to the Buyer the originals of all instruments, documents and chattel paper and all other Collateral of which the Buyer determines it should have physical possession in order to perfect and protect the security interests created by the Security Documents, duly endorsed or assigned to the Buyer; (iii) delivering to the Buyer warehouse receipts covering any portion of the Collateral located in warehouses and for which warehouse receipts are listed; (iv) placing notations on its books of account to disclose the security interests created by the Security Documents; (v) delivering to the Buyer all letters of credit on which the Seller or any Subject Subsidiary is named beneficiary; and (vi) taking such other steps as are deemed necessary by the Buyer to maintain the security interests created by the Security Documents.

(4) **Buyer Covenant.** The Buyer covenants to the Seller that it shall:

- (a) Not change its constitutional documents in any manner which would be inconsistent with the provisions of this Forward Gold Purchase Agreement;
- (b) Duly obtain and maintain in full force and effect all approvals, consents or licenses or any governmental authority which are necessary under any jurisdiction having jurisdiction over the Buyer in connection with the execution, delivery and performance of this Forward Gold Purchase Agreement or the validity or enforceability of hereof; and
- (c) At its own cost and expense, take any action, satisfy any condition or do anything (including the obtaining or effecting of any necessary consent, approval, authorization, exemption, filing, license, order, recording or registration) at any time required in accordance with Applicable Laws, to be taken, fulfilled or done to (i) enable the Buyer to lawfully enter into, exercise its rights and perform and comply with its obligations under this Forward Gold Purchase Agreement; (ii) ensure that the Buyer's obligations under this Forward Gold Purchase Agreement are legally binding and enforceable; and (iii) take any and all action necessary to preserve the enforceability of, and maintain the Seller's rights under, this Forward Gold Purchase Agreement, including refraining from taking any action that reasonably can be expected to have a Material Adverse Effect with respect to the Buyer.

Section 12 Events of Default.

(1) **Events of Default in Relation to the Seller.** Each of the following events shall constitute "**Events of Default**" in relation to the Seller for purposes of this Forward Gold Purchase Agreement:

- (a) The Seller fails to Deliver any amount of Gold as and when required by this Forward Gold Purchase Agreement or any Transaction Document;

- (b) The Seller fails to pay any amount as and when due under the Forward Gold Purchase Agreement or any Transaction Document;
- (c) The Seller fails to pay any interest or fees due hereunder or under any of the other Transaction Documents when they become due and payable hereunder or thereunder and such failure remains unremedied for a period of three Business Days;
- (d) The aggregate amount of funds on deposit in the Performance Reserve Account remains less than 100% (one hundred percent) of the Required Performance Reserve Account Balance for more than five Business Days after receipt by the Seller of written notice from the Buyer requiring the funds on deposit in the Performance Reserve Account to be increased to an amount equal to the Required Performance Reserve Account Balance;
- (e) Any representation or warranty or certification made or deemed to be made by the Seller, any Subsidiary or any of their respective directors or officers in any Transaction Document shall prove to have been incorrect when made or deemed to be made; and, if the circumstances giving rise to the incorrect representation or warranty are capable of modification or rectification (such that, thereafter the representation or warranty would be correct), the representation or warranty remains uncorrected for a period of 5 days;
- (f) The Seller or any Subsidiary fails to perform, observe or comply with any of the covenants contained in Section 11(2) and 11(3) hereof;
- (g) The Seller or any Subsidiary fails to perform, observe or comply with any other term, covenant or agreement contained in this Forward Gold Purchase Agreement or any other Transaction Document to which it is a party and such failure remains unremedied for ten days;
- (h)
 - (i) The Seller or any of its Subsidiaries fails to pay the principal of, or premium or interest on, any of its Debt (excluding Debt under this Forward Gold Purchase Agreement) which is outstanding in an aggregate principal amount exceeding U.S. \$1,500,000 (or the equivalent amount in any other currency) when such amount becomes due and payable or capable of being due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise) and such failure continues after the applicable grace period, if any, specified in the agreement or instrument relating to the Debt without waiver by the holder of the Debt; (ii) any other event occurs or condition exists and continues after the applicable grace period, if any, specified in any agreement or instrument relating to any such Debt without waiver by the holder of the Debt, if its effect is to accelerate, or permit the acceleration of the Debt; (iii) or any such Debt shall be declared to be due and payable prior to its stated maturity and the declaration has not been rescinded by the holder of the Debt;

- (i) (i) The Seller or any Subsidiary fails to perform or observe any term, covenant or agreement contained in any Material Agreement or Material Permit on its part to be performed or observed where such failure could reasonably be expected to have a Material Adverse Effect; (ii) any Material Agreement is terminated or revoked or permitted to lapse (other than in accordance with its terms and not as a result of default); (iii) any party to any Material Agreement delivers a notice of termination or revocation (other than in accordance with its terms and not as a result of default) in respect of the Material Agreement; (iv) any Material Permit is terminated or revoked or permitted to lapse; or (v) any Authority gives notice of revocation or termination of any Material Permit;
- (j) Any judgment or order for the payment of money in excess of U.S. \$1,000,000 (or the equivalent amount in any other currency) is rendered against the Seller or any of its Subsidiaries and either (i) enforcement proceedings have been commenced by a creditor upon the judgment or order; or (ii) there is any period of fifteen consecutive days during which a stay of enforcement of the judgment or order, by reason of a pending appeal or otherwise, is not in effect;
- (k) The Seller or any Subsidiary incurs or becomes subject to any Environmental Liabilities (i) for any one occurrence, in excess of U.S. \$1,000,000 after application of insurance proceeds; or (ii) aggregating in any Financial Year on a consolidated basis, U.S. \$3,000,000 after application of insurance proceeds;
- (l) There is a Change of Control or a Key Man Event;
- (m) The Seller or any of its Subsidiaries (i) becomes insolvent or generally not able to pay its debts as they become due; (ii) admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; (iii) institutes or has instituted against it any proceeding seeking (x) to adjudicate it a bankrupt or insolvent, (y) liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors including any plan of compromise or arrangement or other corporate proceeding involving or affecting its creditors, or (z) the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its properties and assets, and in the case of any such proceeding instituted against it (but not instituted by it), either the proceeding remains undismissed or unstayed for a period of 30 days, or any of the actions sought in such proceeding (including the entry of an order for relief against it or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its properties and assets) occurs; or (iv) takes any corporate action to authorize any of the above actions;
- (n) There has occurred in the opinion of the Buyer, an event or development which could reasonably be expected to have a Material Adverse Effect; or

- (o) The audited consolidated financial statements of the Seller are qualified in any material respect by the Seller's independent auditors.
- (2) **Events of Default in relation to Buyer.** The following shall be Events of Default in relation to the Buyer for purposes of this Forward Gold Purchase Agreement:
 - (a) The Buyer fails to make, when due, any payment under this Forward Gold Purchase Agreement if such failure is not remedied on or before three Business Days following notification of such failure by the Seller;
 - (b) The Buyer breaches any of its representations, warranties or covenants set forth herein and, in each case, such breach could reasonably be expected to have a Material Adverse Effect with respect to the Buyer, and is not remedied within 5 (five) Business Days of receipt of written notice from the Seller requiring the breach to be remedied; or
 - (c) The Buyer (i) becomes insolvent or generally not able to pay its debts as they become due; (ii) admits in writing its inability to pay its debts generally or makes a general assignment for the benefit of creditors; (iii) institutes or has instituted against it any proceeding seeking (x) to adjudicate it a bankrupt or insolvent, (y) liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors including any plan of compromise or arrangement or other corporate proceeding involving or affecting its creditors, or (z) the entry of an order for relief or the appointment of a receiver, trustee or other similar official for it or for any substantial part of its properties and assets, and in the case of any such proceeding instituted against it (but not instituted by it), either the proceeding remains undismissed or unstayed for a period of 30 days, or any of the actions sought in such proceeding (including the entry of an order for relief against it or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its properties and assets) occurs; or (iv) takes any corporate action to authorize any of the above actions.

Section 13 Early Termination Date.

- (1) If at any time an Event of Default with respect to a Party (the "**Defaulting Party**") has occurred and is continuing, then the other Party (the "**Non-Defaulting Party**") may, by notice to the Defaulting Party, designate a Business Day not earlier than the date of such notice as an early termination date (the "**Early Termination Date**").
- (2) **Effect of Designation.**
 - (a) If notice designating an Early Termination Date is given under Section 13(1), the Early Termination Date will occur on the date so designated, whether or not the relevant Event of Default is then continuing;

- (b) Upon the designation of an Early Termination Date, no further payments or Deliveries under Section 5(1), Section 7(1) or Section 7(3) will be required to be made, but without prejudice to the other provisions of this Forward Gold Purchase Agreement. The amount, if any, payable in respect of an Early Termination Date will be determined pursuant to Section 13(3).
- (3) The early termination amount payable on an Early Termination Date will be an amount in US Dollars equal to (i) the sum of (A) the Close-out Amount (whether positive or negative) determined by the Non-Defaulting Party, and (B) the Unpaid Amounts owing to the Non-Defaulting Party less (ii) Unpaid Amounts owing to the Defaulting Party. If the Early Termination Amount is a positive number, the Defaulting Party will pay it to the Non-Defaulting Party; if it is a negative number, the Non-defaulting Party will pay the absolute value of the Early Termination Amount to the Defaulting Party.
- (4) At any time during the term of this Forward Gold Purchase Agreement and prior to an Early Termination Date, the Seller may request the Buyer to provide a quotation of the amount by which Seller may prepay its obligations hereunder. The Buyer will provide such a quotation, but the Seller acknowledges that the Buyer's ability to do so will depend on circumstances beyond the Buyer's control, including, among other things, market conditions. Any quotation provided shall be subject to the terms and conditions specified therein and shall reflect such factors, determinations and calculations as the Buyer considers relevant including the present value of any future payment or deliveries (discounted using a risk free rate), any unpaid amounts and any loss or cost incurred in connection with terminating, liquidating, maintaining or re-establishing any hedge or related trading position.

Section 14 Indemnities and Limitations of Liability.

- (1) The Buyer shall have no responsibility or liability whatsoever in relation to the operation or management of the Mining Projects or the production or refining of gold therefrom.
- (2) The Seller shall indemnify the Buyer and each of its Affiliates, and each officer, director, employee or agent of any of them (each such Person being called an "**Indemnified Person**") against, and hold each Indemnified Person harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnified Person, incurred by any Indemnified Person or asserted against any Indemnified Person by any third party or by the Seller or any Related Party of the Seller (including in connection with any suits or other proceedings commenced by the Seller or its Affiliates) arising out of, in connection with, or as a result of (i) the execution or delivery of this Forward Gold Purchase Agreement, any other Transaction Document or any agreement or instrument contemplated hereby or thereby, the performance or non-performance by the Parties hereto of their respective obligations hereunder or thereunder or the consummation or non-consummation of the transactions contemplated hereby or thereby; (ii) the use or proposed use of the proceeds therefrom; (iii) the operation or management of the Mining Projects or the production or refining of gold or gold

bearing ores therefrom; (iv) any Environmental Laws, Environmental Liabilities, Permits or any actual or alleged presence or release of Hazardous Substances on, at, in, under or from any property owned, occupied, managed or operated by the Seller, any Subsidiary or any Related Party, including the property described in the Security Documents, or any liability under Environmental Laws related in any way to the Seller, any Subsidiary or any Related Party; or (v) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Seller, any Subsidiary or any Related Party and regardless of whether any Indemnified Person is a party thereto, provided that such indemnity shall not, as to any Indemnified Person, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnified Person.

- (3) The obligations of the Seller under this Section 14 shall survive the payment and performance of the Seller's obligations hereunder and under the other Transaction Documents and the termination this Forward Gold Purchase Agreement.

Section 15 Confidentiality.

- (1) The Parties undertake that during the operation of, and after the expiration, termination or cancellation of, this Forward Gold Purchase Agreement for any reason, they will keep confidential:
 - (a) Any information which a Party ("**Disclosing Party**") communicates to the other Party ("**Recipient**") and which is stated to be, or by its nature is, or is intended to be, confidential;
 - (b) All other information of the same confidential nature concerning the business of a Disclosing Party which comes to the knowledge of the Recipient whilst it is engaged in negotiating the terms of this Forward Gold Purchase Agreement or after its conclusion, including:
 - (i) details of the Disclosing Party's financial structures and operating results; and
 - (ii) details of the Disclosing Party's strategic objectives and planning.
- (2) Each Party undertakes, subject to Section 15(3), Section 15(4) and Section 15(6) below, not to disclose any information which is to be kept confidential in terms of this Section 15, nor to use such information for its own or anyone else's benefit, except in connection with this Forward Gold Purchase Agreement and the other Transaction Documents.
- (3) A Recipient shall be entitled to disclose any information to be kept confidential if and to the extent only that the disclosure is:

- (a) Bona fide and necessary for the purposes of carrying out its duties under this Forward Gold Purchase Agreement
 - (b) Required by any law;
 - (c) Required by the rules of any competent authority or securities exchange on which securities of the Recipient are listed; or
 - (d) Required by any court of competent jurisdiction or any competent judicial, governmental, supervisory or regulatory body.
- (4) The obligation of confidentiality placed on the Parties in terms of this Section 15 shall cease to apply to a Recipient in respect of any information which:
 - (a) Is or becomes generally available to the public other than by the negligence or default of the Recipient or by the breach of this Forward Gold Purchase Agreement by the Recipient;
 - (b) The Disclosing Party confirms in writing is disclosed on a non-confidential basis;
 - (c) Has lawfully become known by, or come into the possession of, the Recipient on a non-confidential basis from a source other than the Disclosing Party having the legal right to disclose same; or
 - (d) Is disclosed pursuant to a requirement or request by operation of law, regulation or court order, to the extent of compliance with such requirement or request only and not for any other purpose.
- (5) In the event that the Recipient is required to disclose confidential information of the Disclosing Party as contemplated in Section 15(4)(d) above, the Recipient will to the extent possible and legally permissible:
 - (a) Advise the Disclosing Party thereof in writing prior to disclosure;
 - (b) Take such steps to limit the disclosure to the minimum extent required to satisfy such requirement;
 - (c) Afford the Disclosing Party a reasonable opportunity to intervene in the proceedings;
 - (d) Comply with the Disclosing Party's reasonable requests as to the manner and terms of any such disclosure; and
 - (e) Notify the Disclosing Party of the receipt of, and the form and extent of, any such disclosure or announcement immediately after it is made.
- (6) Notwithstanding the remaining provisions of this Section 15, the Buyer may disclose any information about the Seller, the Subsidiaries, the Mining Projects, this Forward

Gold Purchase Agreement or any Transaction Document to any potential assignee participant, hedging counterparty or insurer, subject to such Person agreeing to adhere to the same confidentiality undertakings contained in this Section 15.

Section 16 Governing Law and Jurisdiction.

- (1) This Forward Gold Purchase Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- (2) The Seller irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of Ontario, in any action or proceeding arising out of or relating to this Forward Gold Purchase Agreement or any other Transaction Document, or for recognition or enforcement of any judgment, and each of the Parties irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each Party hereby irrevocably waives, to the fullest extent it may effectively do so, the defence of inconvenient forum to the maintenance of such action or proceeding. Each of the Parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Forward Gold Purchase Agreement or in any other Transaction Document shall affect any right that the Buyer may otherwise have to bring any action or proceeding relating to this Forward Gold Purchase Agreement or any other Transaction Document against the Seller or its properties in the courts of any other jurisdiction.

Section 17 Notices.

- (1) Any notice or other communication (including, without limitation, any consent or waiver by the Buyer hereunder or in connection herewith) to be given under this Forward Gold Purchase Agreement or any other Transaction Document shall be in writing (which includes email) or may be sent by email in accordance with Section 17(2)) and may be delivered or sent by post to the Party to be served at its address as follows:

- (a) to the Seller at:

Century Mining Corporation
441 Peace Portal Drive
Blaine, WA 98230

Attention: Margaret Kent, President and C.E.O.

with a copy to:

Lang Michener LLP
Brookfield Place
181 Bay Street
Suite 2500
Toronto, ON M5J 2T7

Attention: W.J.V. Sheridan

(b) to the Buyer at:

Deutsche Bank AG
Winchester House
1 Great Winchester Street
London, EC2N 2DB

Attention: Scott Marsh and Grahame Morgan

or at such other address as it may have notified to the other Party in accordance with this Section 17. Any notice or other document sent by post shall be sent by prepaid first class.

(2) Notices under this Forward Gold Purchase Agreement or any other Transaction Document may be sent by one Party to the other Party by use of electronic mail. E-mail notices shall be sent:

(a) for the Seller:

Margaret Kent
Email: mkent@centurymining.com

and

Rich Meschke
Email: rmeschke@centurymining.com

and

Hugh Blakely
Email: hblakely@centurymining.com

(b) for the Buyer:

Scott Marsh
Email: scott-r.marsh@db.com

and

Grahame Morgan
Email: bullion.ops@db.com

(3) Any notice or other formal communication shall be deemed to have been given and shall be effective:

- (a) if delivered, at the time of delivery;
 - (b) if posted, at 10:00 am (Toronto time) on the fifth Business Day after it was put into post; or
 - (c) if sent by email, on the date of transmission, if transmitted before 3:00 pm (Toronto time) on any Business Day, and in any other case on the Business Day following the date of transmission.
- (4) In proving service of a notice or other formal communication, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and posted either by prepaid first class airmail (as the case may be) and that the email was properly addressed and transmitted.
- (5) This Section 17 shall not apply in relation to the service of any claim form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this Forward Gold Purchase Agreement.

Section 18 Costs, Expenses and Indemnity.

- (1) The Seller shall pay to the Buyer all reasonable costs and expenses (including all reasonable legal fees and disbursements on a solicitor and own client basis) incurred by the Buyer in connection with this Forward Gold Purchase Agreement and the other Transaction Documents , including:
- (a) The negotiation, preparation, printing, execution and delivery, both prior and subsequent to the Effective Date, of this Forward Gold Purchase Agreement and the Transaction Documents;
 - (b) The fees and expenses of engineering, environmental, insurance consulting and other expert or professional services retained by the Buyer and any on-site inspections by the Buyer or its representatives;
 - (c) Advice of counsel with respect to the this Forward Gold Purchase Agreement, any Transaction document or any transaction contemplated thereunder;
 - (d) The enforcement of this Forward Gold Purchase Agreement or any Transaction Document or the enforcement or preservation of rights thereunder or the bringing of any action, suit or proceeding with respect to the enforcement of this Forward Gold Purchase Agreement or any Transaction Document or any such right or seeking any remedy which may be available to the Buyer at law or in equity;
 - (e) the maintenance of the registration, filing and the perfection of the Security Documents and the Liens thereof; and

- (f) Any amendments, waivers or consents requested by the Buyer pursuant to the provisions hereof or any other Transaction Document.
- (2) If, with respect to the Buyer, (i) any change in any law, rule, regulation, judgment or order of general application, or any change in the interpretation or application of such law, rule, regulation, judgment or order, occurring or becoming effective after this date; or (ii) compliance by the Buyer with any direction, request or requirement (whether or not having the force of law) of any Authority made or becoming effective after the date, has the effect of causing any loss to the Buyer or reducing the Buyer's rate of return by (w) increasing the cost to the Buyer of performing its obligations under this Forward Gold Purchase Agreement (including the costs of maintaining any capital, reserve or special deposit requirements but other than a reduction resulting from a higher rate or from a change in the calculation of income or capital tax relating to the Buyer's income or capital in general), (x) requiring the Buyer to maintain or allocate any capital or additional capital or affecting its allocation of capital in respect of its obligations under this Forward Gold Purchase Agreement, (y) reducing any amount payable or required to be Delivered to the Buyer under this Forward Gold Purchase Agreement by any material amount, (z) causing the Buyer to make any payment or to forego any return on, or calculated by reference to, any amount received or receivable by the Buyer or required to be Delivered under this Forward Gold Purchase Agreement then the Buyer may give notice to the Seller specifying the nature of the event giving rise to the loss and the Seller shall, on demand, pay such amounts as the Buyer specifies is necessary to compensate it for any such loss. A certificate as to the amount of any such loss submitted in good faith by the Buyer to the Seller shall be conclusive and binding for all purposes, absent manifest error.
- (3) The obligations of the Seller under this Section 18 shall survive the payment and performance of the Seller's obligations hereunder and under the other Transaction Documents and the termination of this Forward Gold Purchase Agreement.

Section 19 Taxes and Other Taxes.

- (1) All payments and Deliveries to the Buyer by the Seller under this Forward Gold Purchase Agreement or any of the other Transaction Documents shall be made free and clear of and without deduction or withholding for any and all taxes, levies, imposts, deductions, charges or withholdings and all related liabilities (all such taxes, levies, imposts, deductions, charges, withholdings and liabilities being referred to as "**Taxes**") imposed by Canada (or any political subdivision or taxing authority of it), unless such Taxes are required by applicable law to be deducted or withheld. If the Seller shall be required by Applicable Law to deduct or withhold any such Taxes from or in respect of any amount payable or Delivered under this Forward Gold Purchase Agreement or any other Transaction Document except, as provided in the next sentence, (i) the amount payable or Delivered shall be increased (and for greater certainty, in the case of interest, the amount of interest shall be increased) as may be necessary so that after making all required deductions or withholdings (including deductions or withholdings applicable to any additional amounts paid under this Section 19(1), the Buyer receives an amount equal to the

- amount it would have received if no such deduction or withholding had been made; (ii) the Seller shall make such deductions or withholdings; and (iii) the Seller shall immediately pay the full amount deducted or withheld to the relevant Authority in accordance with applicable law.
- (2) The Seller agrees to immediately pay any present or future stamp or documentary taxes or any other excise or property taxes, charges, financial institutions duties, debits taxes or similar levies (all such taxes, charges, duties and levies being referred to as "**Other Taxes**") which arise from any payment or Delivery made by the Seller under this Forward Gold Purchase Agreement any of the Transaction Documents or from the execution, delivery or registration of, or otherwise with respect to this Forward Gold Purchase Agreement or any of the other Transaction Documents.
 - (3) The Seller shall indemnify the Buyer for the full amount of Taxes or Other Taxes (including, without limitation, any Taxes or Other Taxes imposed by any jurisdiction on amounts payable by the Seller under this Section 19) paid by the Buyer and any liability (including penalties, interest and expenses) arising from or with respect to such Taxes or Other Taxes, whether or not they were correctly or legally asserted, excluding taxes imposed on the Buyer's net income, capital taxes or receipts and franchise taxes. The Seller will not be required to indemnify the Buyer for any Taxes or Other Taxes imposed by reason of the Buyer being connected with Canada otherwise than merely by purchasing Gold from the Seller pursuant to this Forward Gold Purchase Agreement. Payment under this indemnification shall be made within 30 days from the date the Buyer make written demand for it. A certificate as to the amount of such Taxes or Other Taxes submitted to the Seller by the Buyer shall be conclusive evidence, absent manifest error, of the amount due from the Seller to Buyer.
 - (4) The Seller shall furnish to the Buyer the original or a certified copy of a receipt evidencing payment of Taxes or Other Taxes made by the Seller within 30 days after the date of any payment of Taxes or Other Taxes.
 - (5) If the Buyer is, in its sole opinion, entitled to claim a refund or able to apply for or otherwise take advantage of any tax credit, tax deduction or similar benefit by reason of any withholding or deduction made by the Seller in respect of a payment made by it under this Forward Gold Purchase Agreement, which payment shall have been increased pursuant to Section 19(1), then the Buyer will use its reasonable efforts to obtain the refund, credit, deduction or benefit and upon credit or receipt of it will pay to the Seller, the amount (if any) not exceeding the increased amount paid by the Seller, as equals the net after-tax value to the Buyer of that part of the refund, credit, deduction or benefit as it considers is allocatable to such withholding or deduction having regard to all of its dealings giving rise to similar credits, deductions or benefits in relation to the same tax period and to the cost of obtaining the same. Nothing contained in this Section 19(5) shall interfere with the right of the Buyer to arrange its tax affairs in whatever manner it deems fit and in particular, the Buyer shall be under no obligation to claim relief from its corporate profits or similar tax liability in respect of any deduction or withholding in priority to any other relief,

claims, credits or deductions available to it and the Buyer shall not be obligated to disclose to the Seller any information regarding its tax affairs, tax computations or otherwise.

- (6) The provisions of this Section 19 shall survive the termination of this Forward Gold Purchase Agreement and the payment and performance of all outstanding obligations hereunder and under the other Transaction Documents.

Section 20 Rights of Set-Off.

Upon the occurrence and during the continuance of any Seller Event of Default, the Buyer is authorized at any time and from time to time, to the fullest extent permitted by law (including general principles of common law), to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by it to or for the credit or the account of the Seller against any and all of the obligations of the Seller under this Forward Gold Purchase Agreement or any of the other Transaction Documents, irrespective of whether or not the Buyer has made demand under this Forward Gold Purchase Agreement or any of the other Transaction Documents and although such obligations may be unmatured or contingent. If an obligation is unascertained, the Buyer may, in good faith, estimate the obligation and exercise its right of set-off in respect of the estimate, subject to providing the Seller with an accounting when the obligation is finally determined. The Buyer shall promptly notify the Seller after any set-off and application is made by it, provided that the failure to give notice shall not affect the validity of the set-off and application. The rights of the Buyer under this Section 20 are in addition to any other rights and remedies (including all other rights of set-off) which the Buyer may have.

Section 21 Judgment Currency.

- (1) If, for the purposes of obtaining judgment in any court, it is necessary to convert a sum due hereunder to any party in one currency (in this Section 21, the "Original Currency") into another currency (in this Section 21, the "Judgment Currency"), the parties agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Buyer could purchase the Original Currency with the Judgment Currency on the Business Day preceding that on which final judgment is paid or satisfied.
- (2) The obligations of any party (the "Paying Party") in respect of any sum due by the Paying Party in the Original Currency to the other party (the "Receiving Party") under any Transaction Document shall, notwithstanding any judgment in any Judgment Currency, be discharged only to the extent that, on the Business Day following receipt by the Receiving Party of any sum adjudged to be so due in such Judgment Currency, the Receiving Party may in accordance with normal banking procedures purchase the Original Currency with such Judgment Currency. If the amount of the Original Currency so purchased is less than the sum originally due to the Receiving Party in the Original Currency, the Paying Party shall agree, as a separate obligation and notwithstanding any such judgment, to indemnify the Receiving Party against such loss and, if the amount of the Original Currency so

purchased exceeds the sum originally due to the Receiving Party in the Original Currency, Receiving Party shall remit such excess to the Receiving Party.

Section 22 Successors and Assigns.

- (1) The Buyer may at any time or from time to time, assign or transfer (including by way of novation) any or all of its rights and obligations under this Forward Gold Purchase Agreement (including in part); provided that the Buyer shall retain at least one-third of its rights and obligations hereunder unless the Seller, acting reasonably, consents to the assignment or other transfer of such higher amount. The consent of the Seller is not required in respect of any assignment if a Seller Event of Default has occurred and is continuing.
- (2) The Seller may not, without the prior written consent of the Buyer (which consent may be withheld in the Buyer's sole and absolute discretion), at any time assign or transfer (including by way of novation) any of its rights or obligations under this Forward Gold Purchase Agreement.
- (3) Each of the provisions of this Forward Gold Purchase Agreement shall be enforceable independently of each other provision and their validity shall not be affected if any of the others are invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.
- (4) This Forward Gold Purchase Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any Party (including any duly authorised representative of a Party) may enter into this Forward Gold Purchase Agreement by executing a counterpart. Facsimile signatures shall be valid and binding to the same extent as the original signatures.
- (5) This Forward Gold Purchase Agreement and the other Transaction Documents constitutes the entire agreement and understanding of the Parties with respect to its subject matter.
- (6) Each of the Parties acknowledges that in entering into this Forward Gold Purchase Agreement it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in this Forward Gold Purchase Agreement) and waives all rights and remedies which might otherwise be available to it in respect thereof, except that nothing in this Forward Gold Purchase Agreement will limit or exclude any liability of a party for fraud.

Section 23 General

- (1) A waiver (whether express or implied) by any Party of any of the provisions of this Forward Gold Purchase Agreement or of any other Transaction Document or of any breach of or default by the other Party in performing any of those provisions shall not constitute a continuing waiver and that waiver shall not prevent the waiving Party from subsequently enforcing any of the provisions of this Forward Gold

Purchase Agreement not waived or from acting on any subsequent breach of or default by the other Party under any of the provisions of this Forward Gold Purchase Agreement.

- (2) Delay in exercising or non-exercise of any right of a Party under this Forward Gold Purchase Agreement is not a waiver of that right.
- (3) Nothing in this Forward Gold Purchase Agreement shall be deemed to constitute a partnership or joint venture between the Parties nor constitute any Party the agent of any other Party for any purpose.
- (4) The Seller shall, and shall procure that each of its Subsidiaries shall, upon request, at its own expense, at all times from the date of this Forward Gold Purchase Agreement do or procure the doing of all things as may be required to give full effect to this Forward Gold Purchase Agreement, including the execution of all deeds and documents.
- (5) Any variation of this Forward Gold Purchase Agreement shall not be binding on the Parties unless set out in writing and signed by authorised representatives of each of the Parties.
- (6) The Parties agree that this Forward Gold Purchase Agreement is an “eligible financial contract” for purposes of the *Bankruptcy and Insolvency Act* and all other bankruptcy and insolvency legislation.

[Remainder of page left intentionally blank]

AS WITNESS this Forward Gold Purchase Agreement has been signed by the Parties (or their duly authorised representatives) on the date stated at the beginning of this Forward Gold Purchase Agreement.

CENTURY MINING CORPORATION

By: "Margaret M. Kent"

Name: Margaret M. Kent

Title: Chief Executive Officer

By: "Richard B. Meschke"

Name: Richard B. Meschke

Title: Vice President

**DEUTSCHE BANK AG,
LONDON BRANCH**

By: "Scott Marsh"

Name: Scott Marsh

Title: Director

By: "Travis McCullough"

Name: Travis McCullough

Title: Director

SCHEDULE "A"

FORM OF ISDA MASTER AGREEMENT

See Attached.

Ontario law - Multibranch

**SCHEDULE
to the
ISDA 2002 Master Agreement
dated as of _____**

**between
Deutsche Bank AG ("Party A")
and**

Century Mining Corporation, a company continued under the laws of Canada with its head office
located at 441 Peace Portal Drive, Blaine, Washington ("**Party B**")

**Part 1
Termination Provisions**

(a) "**Specified Entity**" means:

(i) in relation to Party A: Not Applicable

(ii) in relation to Party B:

Section 5(a)(v): Affiliates

Section 5(a)(vi): Affiliates

Section 5(a)(vii): Affiliates

Section 5(b)(v): Affiliates

(b) "**Specified Transaction**" has the meaning specified in Section 14 of this Agreement and, with respect to Party B, shall additionally include the Forward Gold Purchase Agreement made as of ●, 2009 and between, on the effective date thereof, Party A and Party B (as amended, modified, supplemented, restated or replaced from time to time, the "**Gold Purchase Agreement**").

(c) The "**Cross Default**" provisions of Section 5(a)(vi) will apply to both parties subject to amendment by adding at the end thereof the following words:

"provided, however, that, notwithstanding the foregoing, an Event of Default shall not occur under either (1) or (2) above if (A) (I) the default, or other similar event or condition referred to in (1) or the failure to pay referred to in (2) is a failure to pay caused by an error or omission of an administrative or operational nature, and (II) funds were available to such party to enable it to make the relevant payment when due and (III) such payment is made within three (3) Local Business Days following receipt of written notice from an interested party of such failure to pay, or (B) such party was precluded from paying, or was unable to pay, using reasonable means, through the office of the party through which it was acting for purposes of the relevant Specified Indebtedness, by reason of force majeure, act of State, illegality or impossibility."

If such provisions apply:

"Specified Indebtedness" means any obligation (whether present or future, contingent or otherwise, as principal or surety or otherwise) in respect of borrowed money other than indebtedness in respect of bank deposits received in the ordinary course of business.

With regard to Party A, "Threshold Amount" means 1% of its shareholders' equity (as calculated in accordance with generally accepted accountancy principles applicable to Party A).

With regard to Party B, "Threshold Amount" means USD \$1,500,000.

- (d) The "**Credit Event Upon Merger**" provision in Section 5(b)(v) will apply to both parties; provided, that, solely with respect to Party B, no Designated Event within the meaning of sub-clause "(2)" of the definition thereof will be deemed to have occurred unless the underlying events and/or transactions also constitute a "Change of Control" as defined in the Gold Purchase Agreement.
- (e) The "**Automatic Early Termination**" provision of Section 6(a) will not apply to Party A and will not apply to Party B.
- (f) "**Termination Currency**" means United States Dollars unless the Non-defaulting Party or the Non-affected Party, as the case may be, selects an alternative freely available and convertible currency as the Termination Currency.
- (g) "**Additional Termination Event**". The following constitutes an Additional Termination Event with respect to Party B:
 - (i) Gold Purchase Agreement terminates for any reason (including in accordance with its terms) or ceases to be in full force and effect (including in accordance with its terms); and
 - (ii) Party A ceases to be a Buyer under the Gold Purchase Agreement, except in circumstances permitted or otherwise expressly contemplated under the Gold Purchase Agreement, or any Material Agreement (as defined in the Gold Purchase Agreement) shall be amended, modified or waived in any manner that could reasonably be expected to have a Material Adverse Effect (as defined in the Gold Purchase Agreement); and
 - (iii) At any time, any obligation, liability, indebtedness or duty of Party B under this Agreement or in respect of any Transaction hereunder fails or ceases to be secured *pari passu* in right and priority of payment with all other obligations secured under the Security Documents (as defined in the Gold Forward Agreement).

For the purpose of the foregoing Additional Termination Events, the Affected Party will be Party B.

Part 2
Tax Representations

- (a) **Payer Tax Representations.** For the purposes of Section 3(e) of this Agreement, Party A and Party B will each make the following representations to the other:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of this Agreement) to be made by it to the other party under this Agreement. In making this representation, each party may rely on:

- (i) The accuracy of any representations made by the other party pursuant to Section 3(f) of this Agreement;
- (ii) The satisfaction of the agreement of the other party contained in Section 4(a)(i) or 4(a)(iii) of this Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of this Agreement; and
- (iii) The satisfaction of the agreement of the other party contained in Section 4(d) of this Agreement,

except that it will not be a breach of this representation where reliance is placed on clause (ii) and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

- (b) **Payee Tax Representations.**

For purposes of Section 3(f) of this Agreement, Party A makes the following representations:

- (1) It is an Aktiengesellschaft incorporated under the laws of the Federal Republic of Germany
- (2) It is a "foreign person" within the meaning of the applicable U.S. Treasury Regulations concerning information reporting and backup withholding tax (as in effect on January 1, 2001), unless Party A provides written notice to Party B that it is no longer a foreign person.
- (3) In respect of each Transaction it enters into through an Office or discretionary agent located in the United States or which otherwise is allocated for United States federal income tax purposes to such United States trade or business, each payment received or to be received by it under such Transaction will be effectively connected with its conduct of a trade or business in the United States.
- (4) In respect of each Transaction (other than a Transaction described in paragraph (3) above), no payment received or to be received by it in connection with this Agreement is attributable to a trade or business carried on by it through a permanent establishment in the United States.
- (5) In respect of each Transaction it enters into through an Office located in Canada, it is an authorized foreign bank within the meaning of section 2 of the *Bank Act* (Canada).

For purposes of Section 3(f) of this Agreement, Party B makes the following representations:

- (1) It is a company continued under the laws of Canada.
- (2) It is not a "non-resident" within the meaning of the *Income Tax Act* (Canada).
- (3) It is a "foreign person" within the meaning of the applicable U.S. Treasury Regulations concerning information reporting and backup withholding tax (as in effect on January 1, 2001), unless Party A provides written notice to Party B that it is no longer a foreign person.
- (4) It is treated as a [*corporation/partnership/trust/other*] for U.S. federal income tax purposes.
- (5) In respect of each Transaction it enters into through an Office or discretionary agent located in the United States or which otherwise is allocated for United States federal income tax purposes to such United States trade or business, each payment received or to be received by it under such Transaction will be effectively connected with its conduct of a trade or business in the United States.
- (6) In respect of each Transaction (other than a Transaction described in paragraph (5) above), no payment received or to be received by it in connection with this Agreement is attributable to a trade or business carried on by it through a permanent establishment in the United States.
- (7) It is fully eligible for the benefits of the "Business Profits" or "Industrial and Commercial Profits" provision, as the case may be, the "Interest" provision or the "Other Income" provision (if any) of the *Canada – Germany Tax Convention* with respect to any payment described in such provisions and received or to be received by it in connection with this Agreement and no such payment is attributable to a trade or business carried on by it through a permanent establishment in Germany.
- (8) In respect of each Transaction, other than any Transaction entered into by Party A through an Office located in Germany or Canada:
 - (a) Subject to subparagraph (b), it is fully eligible for the benefits of the "Business Profits" or "Industrial and Commercial Profits" provision, as the case may be, the "Interest" provision or the "Other Income" provision (if any) of the Specified Treaty with respect to any payment described in such provisions and received or to be received by it in connection with this Transaction and no such payment is attributable to a trade or business carried on by it through a permanent establishment in the Specified Jurisdiction.

If this representation applies, then:

"Specified Treaty" means, the income tax convention (if any) between Canada and the Specified Jurisdiction.

"Specified Jurisdiction" means, in respect of any particular Transaction, the jurisdiction in which the Office of Party A that is entering into the Transaction is located.

- (b) Notwithstanding subparagraph (a) and for greater certainty, Party B does not make any representations under this paragraph (8) with respect to Transactions entered into by Party A through an Office in Germany or Canada.

Part 3 **Agreement to Deliver Documents**

- (a) For the purpose of Section 4(a)(i), the documents to be delivered are:

Party required to deliver document	Form/Document/Certificate	Date by which to be delivered
Party A	An executed United States Internal Revenue Service Form W-8ECI (or any successor thereto) and an executed United States Internal Revenue Service Form W-8BEN (or any successor thereto).	(i) Upon execution of this Agreement, (ii) promptly upon reasonable demand by Party B and (iii) promptly upon learning that any such form previously provided by Party A has become obsolete or incorrect.
Party B	A properly executed United States Internal Revenue Service Form W-8BEN (or any successor thereto); Form W-8ECI (or any successor thereto); Form W-8IMY (or any successor thereto) along with Forms W-8/ W-9 from partners plus a "withholding statement"; or Form W-9 (or any successor thereto), whichever is applicable.	(i) Upon execution and delivery of this Agreement; (ii) promptly upon reasonable demand by Party A; and (iii) promptly upon learning that any such form previously provided by Party B has become obsolete or incorrect.

- (b) For the purposes of Section 4(a)(ii), the other documents to be delivered (which will be covered by the representation in Section 3(d) of the Agreement if specified) are as follows:

Party required to deliver documents	Form/Document/Certificate	Date by which to be Delivered	Covered by Section 3(d) Representation
Party A and Party B	Evidence of the authority, incumbency and specimen signature of each person executing this Agreement or any Confirmation, Credit Support Document or other document entered into in connection therewith.	Upon execution of this Agreement or any Confirmation (or, alternatively in relation to a Confirmation, upon request), Credit Support Document or other document entered into in connection therewith, as the case may be.	Yes
Party A and Party B	A copy of the most recent annual report containing consolidated financial statements of each party and its Credit Support Provider (if any) and such other public information respecting the condition or operations, financial or otherwise of such party or its Credit Support Provider, if any, as the other party may reasonably request from time to time.	Promptly after request by the other party.	Yes

Party B	A copy of (i) the resolution of the Board of Directors of Party B approving the entering into of this Agreement and the Transactions contemplated hereby, (ii) the resolution of the Board of Directors of Party B's Credit Support Provider (if any) approving the delivery to Party A of the Credit Support Document and (iii) a copy of the constituent documents of Party B and Party B's Credit Support Provider (if any), in each case certified by an authorised officer of Party B or the Credit Support Provider (as the case may be) that such documents are in full force and effect.	Upon execution of this Agreement.	Yes
Party B	A duly executed and delivered copy of each Credit Support Document and any amendment, modification, supplement, restatement or replacement thereto from time to time.	Upon execution of this Agreement and promptly following any amendment, modification, supplement, restatement or replacement thereto from time to time.	No
Party B	A legal opinion in a form satisfactory to Party A with respect to Party B and Party B's Credit Support Provider.	Upon execution of this Agreement and any Credit Support Document.	No

Part 4
Miscellaneous

- (a) **Address for Notices.** For the purpose of Section 12(a) of this Agreement, the addresses for notices and communications to Party A and Party B will be as follows:

TO PARTY A:

All notices to Party A under Section 5 or 6 of the Agreement (other than notices under Section 5(a)(i)) will be sent to:

Deutsche Bank AG, Head Office
Theodor-Heuss-Allee 70
60486 Frankfurt
GERMANY

Attention: Legal Department
Fax: 0049 69 910 36097

And to

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom
Attention: Legal Department
Fax: [INSERT]

All other notices to Party A will be sent directly to the Office through which Party A is acting for the relevant Transaction, using the address and contact particulars specified in the Confirmation of that Transaction or otherwise notified.

TO PARTY B:

Century Mining Corporation
441 Peace Portal Drive
Blaine, Washington 98230

Attention: Margaret Kent, President and CEO
Fax No: +1-360-332-4653
E-mail: mkent@centurymining.com

- (b) **Process Agent.** For the purpose of Section 13(c) of this Agreement:

Party A appoints as its Process Agent: Deutsche Bank AG, Canada Branch
199 Bay Street, Suite 4700
Commerce Court West, Box 263
Toronto, Ontario M5L 1E9
Attn: Paul M. Jurist

Party B appoints as its Process Agent: Lang Michener LLP
181 Bay Street, Suite 2500
Toronto, Ontario M5J 2T7
Attn: Bill Sheridan

- (c) **Offices.** The provisions of Section 10(a) will apply to this Agreement.

- (d) **Multibranch Party.** For purpose of Section 10(b) of this Agreement:

- (i) Party A is a Multibranch Party and may act through the following Offices:

Its New York, London, Tokyo, Paris, Singapore, Brussels, Sydney, Amsterdam, Vienna, Canada (Toronto), New Zealand (Auckland) and Zurich branches and its Frankfurt Head Office.

- (ii) Party B is not a Multibranch Party and may act through its Blaine, Washington Office only

- (e) **The Calculation Agent** is Party A.

- (f) **Credit Support Document.** Details of any Credit Support Document: in relation to Party A means: None, and in relation to Party B, means: the Security Documents (as defined in the Gold Forward Agreement).

- (g) **Credit Support Provider.** Credit Support Provider means in relation to Party A: None, and in relation to Party B, means: any entity that is party to a Security Document (as defined in the Gold Forward Agreement), and including, for the avoidance of doubt, Century Mining Form S.A.C. and Century Mining Finance Corp.

- (h) **Governing Law and Jurisdiction.** This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

In substitution for the provisions of Section 13(b)(i) of this Agreement, each party irrevocably submits to the non-exclusive jurisdiction of the Province of Ontario (Canada).

- (i) **Multiple Transaction Payment Netting.** Multiple Transaction Payment Netting will apply separately as agreed in writing from time to time.

- (j) **Absence of Litigation.**

In lieu of the representation at Section 3(c) of the Master Agreement, each party makes the following representation (which representation will be deemed repeated as provided for in the introductory paragraph of Section 3):

“Except as set out on Schedule [●] to the Gold Forward Agreement, no litigation, arbitration or administrative proceedings are current or, to its knowledge, pending or threatened against such party or any Specified Entity of such party which could reasonably be expected to have a Material Adverse Effect (as defined in the Gold Forward Agreement).”

For purposes of such representation by Party A, "*Specified Entity*" means: None.

For purposes of such representation by Party B, "*Specified Entity*" means: Party B's Affiliates.

- (k) **No Agency.** The provisions of Section 3(g) will apply to this Agreement.

- (l) **Additional Representation** will apply. For the purpose of Section 3 of this Agreement, each of the following will constitute an Additional Representation:

- (i) ***Relationship Between Parties.*** Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

(A) ***Non-Reliance.*** It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction, it being understood that information and explanations related to the terms and conditions of a Transaction will not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party will be deemed to be an assurance or guarantee as to the expected results of that Transaction.

(B) ***Assessment and Understanding.*** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and

understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.

(C) *Status of Parties.* The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.

- (ii) Party B will be deemed to represent to Party A on the date on which it enters into a Transaction that Party A is not executing the Transaction on Party B's behalf and it accordingly acknowledges that Party A will not be subject to an obligation, where applicable, under the regulatory rules of any relevant jurisdiction to take all reasonable steps to obtain the best possible result for its client.
- (m) **Consent to Recording.** In connection with this Agreement or any potential Transaction, each party (i) consents to the recording of telephone conversations between the Personnel of Party A and the Personnel of Party B, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its Personnel and (iii) agrees, to the extent permitted by applicable law, that such recordings may be submitted in evidence in any Proceedings.

For the purpose of the foregoing paragraph, "Personnel" means the party's trading, marketing and other relevant personnel, personnel employed by any Affiliate acting on the party's behalf and any third party acting on the party's behalf.

Part 5

Other Provisions

(a) **Escrow**

On any date on which both parties are required to make payments hereunder, either party may at its option and in its sole discretion notify the other party that payments on that date are to be made in escrow. In this case deposit of the payment due earlier on that date will be made by 2.00 p.m. (local time at the place for the earlier payment if there is a time difference between the cities in which payments are to be made) on that date with an escrow agent selected by the party giving the notice and reasonably acceptable to the other party, accompanied by irrevocable payment instructions (a) to release the deposited payment to the intended recipient upon receipt by the escrow agent of the required deposit of the corresponding payment from the other party on the same date accompanied by irrevocable payment instructions to the same effect or (b) if the required deposit of the corresponding payment is not made on that same date, to return the payment deposited to the party that paid it into escrow at such party's request. The party that elects to have payments made in escrow will pay the costs of the escrow arrangements and will cause those arrangements to provide that the intended recipient of the payment due to be deposited first will be entitled to interest on that deposited payment for each day in the period of its deposit at the rate offered by the escrow agent for that day for overnight deposits in the relevant currency in the office where it holds that deposited payment (at 11.00 a.m. local time on that day) if that payment is not released by 5.00 p.m. local time on the date it is deposited for any reason other than the intended recipient's failure to make the escrow deposit it is required to make hereunder in a timely fashion.

(b) **Tax Provision**

The definition of Tax Event, Section 5(b)(iii), is modified by adding the following at the end thereof:

"provided, however, that for the purposes of clarification, the parties acknowledge that the proposal of legislation, will not, in and of itself, give rise to a presumption that a Tax Event has occurred."

(c) **Set Off**

Section 6(f) of this Agreement is deleted in its entirety and replaced with the following:

"(f) Upon the designation of any Early Termination Date, the party that is not the Defaulting Party or Affected Party ("X") may, without prior notice to the Defaulting or Affected Party ("Y"), set off any sum or obligation (whether or not arising under this Agreement, whether matured or unmatured, whether or not contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by Y to X or any Affiliate of X (the "X Set Off Amount") against any sum or obligation (whether or not arising under this Agreement, whether matured or unmatured, whether or not contingent and irrespective of the currency, place of payment or booking office of the sum or obligation) owed by X or any Affiliate of X to Y (the "Y Set Off Amount"). X will give notice to the other party of any set off effected under this Section 6(f).

For this purpose, either the X Set Off Amount or the Y Set Off Amount (or the relevant portion of such set off amounts) may be converted by X into the currency in which the other set off amount is denominated at the rate of exchange at which X would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency.

If a sum or obligation is unascertained, X may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.

Nothing in this Section 6(f) will be effective to create a charge or other security interest. This Section 6(f) will be without prejudice and in addition to any right of set-off, combination of accounts, lien or other rights to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise)."

(d) **Amendments**

Section 9(b) is modified by the deletion of the words "or confirmed by an exchange of telexes or by an exchange of electronic messages on an electronic messaging system".

(e) **Counterparts and Confirmations**

Section 9(e)(i) is modified by the deletion of the words "and by electronic messaging system".

(f) **Foreign Exchange, Currency Option, Commodity and Bullion Transactions**

(i) The parties agree that any transaction that is entered into between them through an Office specified in Part 4 of the Schedule to this Agreement which is (a) outstanding between them at the date this Agreement comes into effect or (b) entered into by them on or after the date this Agreement comes into effect, and is

(I) an FX Transaction or a Currency Option Transaction (as those terms are defined in the 1998 FX and Currency Option Definitions, including Annex A,

published by the International Swaps and Derivatives Association, Inc. ("ISDA"), the Emerging Markets Traders Association and the Foreign Exchange Committee (the "FX Definitions")) will be deemed to incorporate the FX Definitions into the Confirmation thereof; or

- (II) Transaction (as that term is defined in the 2005 ISDA Commodity Definitions (published by ISDA) (the "2005 Commodity Definitions")) will be deemed to incorporate the 2005 Commodity Definitions into the Confirmation thereof

and each transaction of a type described in (I) and (II) will be a Transaction for the purpose of this Agreement whether or not a Confirmation of such a Transaction refers to this Agreement and irrespective of any reference in a Confirmation to the "International Bullion Master Agreement", the "LBMA", or the "IBMA", *provided however*, if a confirmation of any such transaction expressly states that another master agreement governs, such transaction will not be a Transaction for the purpose of this Agreement.

For the avoidance of doubt, FX Transaction(s) include foreign exchange swap(s) but not cross currency interest rate swap(s).

- (ii) Section 1(b) of this Agreement is amended by adding the following proviso at the end thereof: "provided, however, that with respect to (i) an FX Transaction (other than one that is identified as non-deliverable in the relevant Confirmation) or a Currency Option Transaction and (ii) a Transaction (which is confirmed using an electronic messaging system) (as each such transaction type is defined in this provision of the Schedule to this Agreement) this Agreement will prevail unless the relevant Confirmation specifically references this Agreement".

(g) **Disclosure**

Each party consents to the communication or disclosure by the other party of information in respect of or relating to this Agreement and any Transactions hereunder to such other party's branches, subsidiaries and Affiliates and, to the extent required by law or regulation, any government or regulatory authority.

(h) **2002 Master Agreement Protocol**

The parties agree that the provisions of the 2002 Master Agreement Protocol including Annexes 1 - 18 inclusive published by the International Swaps and Derivatives Association, Inc on 15th July 2003 (the "Protocol") are incorporated into and apply to this Agreement with the same effect as if the parties had complied with the provisions of Section 2 of the Protocol. In this respect, references in the Protocol to an "ISDA 2002 Master Agreement" will be deemed to be references to this Agreement and the term "the parties", as used in the Protocol shall be construed as referring to Party A and Party B.

(i) **Nature and Risks of Transactions**

Party B consents to provision of information on the nature of the Transactions covered by this Agreement and the risks associated with them from <http://globalmarkets.db.com/riskdisclosures> (or as otherwise advised by Party A from time to time).

(j) **Transactions**

Party A and Party B hereby agree that this Agreement shall only govern transactions entered into by Party A and Party B in connection with, or in order to hedge any exposure incurred by Party B in connection with, the Gold Purchase Agreement in accordance with the Hedge Requirements (as defined in the Gold Purchase Agreement).

(k) **Insolvency Legislation:**

This Agreement, any Transaction and any Credit Support Document constitutes an “eligible financial contract” as such term is defined in the *Bankruptcy and Insolvency Act* (Canada) and the *Companies' Creditors Arrangement Act* (Canada).

(l) **Party B as Accredited Investor:**

Party B is an accredited investor within the meaning of National Instrument 45-106 - *Prospectus and Registration Exemptions* (NI 45-106) and a permitted client within the meaning of National Instrument 31-103 - *Registration Requirements and Exemptions* (NI 31-103) of the Canadian Securities Administrators and their companion policies

(m) **Equivalency Clause:**

For the purposes of disclosure pursuant to the *Interest Act* (Canada), the annual rate of interest which is equivalent to any rate of interest provided for in this Agreement which is to be calculated on any basis other than a full calendar year may be determined by multiplying such rate of interest (expressed as a percentage) by a fraction, the numerator of which is the number of days in the calendar year and the denominator of which is the number of days comprising such other basis.

(n) **Choice of Language.**

The parties acknowledge that they have required that this Agreement and all documents, notices, waivers, consents or other communications under or in connection with this Agreement are to be prepared and executed in the English language only. *Les parties aux présentes ont requis que la présente convention et tout document, avis, renonciation, consentement ou autre communication qui s'y rattache soient rédigés et signés en langue anglais seulement et s'en déclarent satisfaites.*

(o) **Execution.**

The parties agree that this Agreement, including any Confirmation entered into in connection with it, will be effective only upon its execution by Party A outside of Québec and that, accordingly, the Agreement will be deemed to have been entered into outside of Québec.

(p) **Obligations Binding.**

Section 3(a)(v) is amended by adding at the end of the sixth line thereof and before the period, the words “and, notwithstanding Section 8(b) of this Agreement, such obligation as to enforceability shall also be subject to the fact that judgments awarded by Canadian courts may only be in Canadian dollars”.

(q) **Bankruptcy Amendment.**

Section 5(a)(vii) (4)(A) is hereby amended by adding after the words “or other similar law affecting creditors' rights”, the words “(including, for greater certainty, a proceeding under a corporate law seeking any relief with respect to any class of creditor)”.

DEUTSCHE BANK AG

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

CENTURY MINING CORPORATION

By:
Name:
Title:
Date:

By:
Name:
Title:
Date:

**[TRUSTEE TO BE A SIGNATORY TO THE AGREEMENT FOR THE PURPOSES OF
SECURITY]**

SCHEDULE "B"

MATERIAL AGREEMENTS

1. Refining Agreement dated October 30, 2009 between Century Mining Corporation and Johnson Matthey Limited.
2. Shareholder Rights Plan Agreement dated April 11, 2007 between Century Mining Corporation and Computershare Investor Services Inc., as amended.
3. Collective Labor agreement dated August 29, 2005 between Century Mining Corporation and the Sigma Mine Employees Trade Union.
4. Net Profit Sharing Agreement dated July 3, 2006 between Century Mining Peru S.A.C and San Juan Gold Mines S.A.A.
5. Subscription Agreements for an aggregate of 20,000,000 units of Century Mining Corporation on a flow through basis at a price of \$0.20 per unit.
6. Subscription Agreement dated December 23, 2009 for an aggregate of 78,750,000 units of Century Mining Corporation at a price of \$0.20 per unit, which incorporates the schedule of the form shareholder agreement (the "Shareholder Agreement"), between Century Mining Corporation, Kirkland Intertrade Corp. and Gravity Ltd. When executed, which is anticipated on Closing, the Shareholder's Agreement will be a Material Agreement.
7. Employment Agreement dated December 23, 2009 between Century Mining Corporation, Richard Burton Meschke and Century Mining (U.S.) Corporation.
8. Employment Agreement dated December 23, 2009 between Century Mining Corporation, Margaret Kent and Century Mining (U.S.) Corporation.
9. Employment Agreement dated December 23, 2009 between Century Mining Corporation, Adrian Claude McNutt and Century Mining (U.S.) Corporation.

SCHEDULE “C”

MATERIAL PERMITS

PART I Material Permits Held

1. Certificate of Authorization (“CofA”) for the Operation of the Sigma Mine (7610-08-01-70095-28) authorizing open pit mining extraction at a rate of 5,000 tonnes per day, on an area of 400,000m²; Storage of 12,164,000 tonnes of waste rock on pile 1 west; Operate the treatment plant at a rate of approximately 5,000 tonnes per day, dispose of mining residue in tailing sites and treat the tailing pulp by natural degradation; Install three ore piles on the mining site; Use mining waste rock from the Sigma mine for purposes of construction offsite; Install waste rock pile #2 of a capacity of 11,600,000 metric tonnes and waste rock pile #3 of a capacity of 18,044,000 metric tonnes. The last modification to this CofA was on February 22, 2008 to raise cell B1 of the tailing site and to build three emergency spillways north of cells B4 and B9.
2. CofA for the Exploitation of the Lamaque Mine (7610-08-01-70071-26) authorizing the company to sink a 200 meters long ramp from the Sigma mine open pit to the Lamaque mine; Underground extraction of 400 mt of gold ore per day from the Lamaque mine and transport to the Sigma mine ore treatment plant. The last modification to this CofA was on February 15, 2008 to increase the extraction capacity from 400 mt to 1,200 mt. per day, to authorize the pumping of a maximum of 13,000m³ of mine drainage water, and to relocate the compressors building near the gate house.
3. Canadian Nuclear Safety Commission Nuclear Substances and Radiation Devices (13837-1-11.0), expiring on February 28, 2011.
4. Quebec Permis d’utilisation, Installation d’équipement pétrolier a risqué eleve (600476-11), expiring on July 5, 2010.
5. 1996 Environmental Impact Assessment (“EIA”), and corresponding amendment expanding capacity to 750 tpd. In Peru the Authorization to Exploit a mineral ore body lies within the Concession. Articles 8°, 9° and 10° of the Peruvian Mining Law, DS. N° 014-1992-EM and its amendments expressly refer to the rights granted with the Concession title. In particular, article 9° states that the Concession title grants the owner the right to explore and exploit the mineral resources that found in the area included in the Concession title. With the Concession title the operator is responsible to obtain an EIA to operate the mine.

PART II Material Permits to be Obtained

1. Lamaque Exploration CofA authorizing the bulk sample mining of the Sigma West region, better known as the Bedard Dyke.
 - Allows the bulk sample mining of the Sigma West region better known as the Bedard Dyke (~15,000 tonnes).
 - Noise survey – Completed November 2008
 - Crown pillar stability certification – Completed January 2009

- Submission to Ministry Completed
- Ministry reviewed and is prepared to issue permit upon completion of the following items:
 - Waste oil removal from mine site - Completed April 21st, 2009
 - Used tire removal from mine site - Completed May 5th, 2009
 - General Site Cleanup - Completed May 5th, 2009
 - B2 tailings dam exposed too much water - Completed March-May 2009
 - Re-seeding of B2 slopes - Completed
 - Tailings Dam's water mark benchmarks - Completed
 - Re-slope, spread topsoil & seed Waste dump. West slope followed by North & South slopes - Ongoing waste removal, topsoil and seeding following winter
 - Complete B1 tailings lift and install spillway - Proposals received, work to commence upon thaw
- Issuance of permit expected upon completion of above.

2. Sigma 2000 CofA authorizing full scale long-hole stopping of the Sigma West region and full scale mining of the North Wall region.

- Allows full scale long-hole stopping of the Sigma West region and full scale mining of the North Wall region.
- Crown Pillar evaluation required - Begun with Golder
- Tailings Dam B-2 lift design required - Begun with Genivar
- Environmental compliance items required prior to permit issuance: - Finalize soils characterization study around maintenance shop
- Issuance of permit expected 150 days after issuance of Lamaque Exploration permit.

3. Underground Dewatering CofA authorizing underground pumping of up to 3,000 gallons per minute for downstream discharge.

- Allows underground pumping of up to 3,000 gallons per minute for downstream discharge.
- Environmental dewatering impact study required ~ 98 days- Proposal received
- Dewatering technical engineering ~ 42 days
- Decantation basin design ~ 28 days
- Assuming above items are completed while the Sigma 2000 Permit is being reviewed and issued by the Ministry, expected permit issuance would be 120 days after Sigma 2000 permit issuance.
- Construction of Decantation basin ~ 60 days.

4. Depollution Attestation.

5. Explosives Permit.

SCHEDULE "D"

PERMITTED LIENS

Register of Personal and Movable Real Rights (Quebec) Registrations

Nature of registration:	Conventional hypothec without delivery
Registration number:	09-0615889-0001
Grantor:	Century Mining Corporation
Holder:	GE VFS Canada Limited Partnership
Date of registration:	October 2, 2009
Charged property:	1) 2 mine dries as described in said registration 09-0615889-0001, and 2) on the condition that it ranks after the hypothecs in favour of Deutsche Bank AG, London Branch or assignee(s), the universality of all present and future moveable property, corporeal and incorporeal, of the Grantor, of any nature, make, model or type whatsoever and wherever located.
Amount of hypothec:	\$654,694.00
Expiry date of registration:	April 11, 2012

SCHEDULE "E"

PROJECTED CAPITAL EXPENDITURES

1. See attached.
2. Royalty Payment in the amount of CAD\$750,000 from Century Mining Corporation to Teck Resources Limited pursuant to the Payout Statement and Release and Discharge to Century Mining Corporation, Deutsche Bank AG, London Branch, Kirkland Intertrade Corp., Lang Michener LLP, Lapointe Rosenstein, LLP, Stikeman Elliott LLP, MacLeod Dixon LLP and BCF LLP from Teck Resources Limited dated as of the ____ day of December, 2009.

Capex and Depreciation Schedule

All amounts in US\$ (000)

	2000	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total
Lamaque project													
Sigma Shaft Refurbishment	\$0	\$0	\$0	\$0	\$251	\$5,648	\$12,853	\$6,335	\$427	\$0	\$0	\$0	\$24,514
Underground Development	\$0	\$6,471	\$7,714	\$9,728	\$5,369	\$4,698	\$2,640	\$1,423	\$1,423	\$1,423	\$0	\$0	\$42,312
Underground Utilities	\$0	\$333	\$682	\$357	\$357	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,916
Underground Equipment	\$0	\$6,152	\$4,273	\$3,686	\$2,776	\$3,082	\$970	\$1,237	\$1,492	\$1,644	\$723	\$187	\$25,017
Mill and Processing	\$0	\$3,513	\$0	\$0	\$2,394	\$2,394	\$0	\$0	\$0	\$0	\$0	\$0	\$8,301
Surface Equipment	\$0	\$876	\$286	\$662	\$66	\$67	\$376	\$75	\$290	\$0	\$75	\$0	\$3,942
Surface Infrastructure	\$0	\$1,148	\$1,143	\$762	\$190	\$93	\$63	\$63	\$63	\$63	\$0	\$0	\$3,743
Other	\$0	\$0	\$167	\$119	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$288
Permitting Requirements	\$0	\$530	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$530
Sustaining Capital	\$0	\$143	\$762	\$762	\$476	\$417	\$208	\$417	\$626	\$625	\$417	\$0	\$4,851
Sub Total	\$0	\$18,166	\$16,206	\$18,346	\$11,900	\$16,390	\$17,129	\$6,571	\$4,300	\$3,775	\$2,721	\$187	\$114,505
Contingency	\$0	\$2,725	\$2,281	\$2,452	\$1,785	\$2,458	\$2,569	\$1,288	\$545	\$686	\$408	\$28	\$17,178
Total Project Costs	\$0	\$20,891	\$17,487	\$18,798	\$11,685	\$18,448	\$19,698	\$9,856	\$4,845	\$4,342	\$3,130	\$215	\$131,681

Other (all 2009 Payments Fixed in Canadian Dollars)

Warehouse Inventory	\$0	\$2,000	\$0										\$2,000
Pay Down of Lamaque Payables	\$4,602	\$3,748	\$1,306										\$9,647
Lamaque Mine O & A	\$1,000	\$0	\$0										\$1,000
Headquarter Payables	\$500	\$450	\$150										\$1,100
Gerald Metals	\$2,700	\$0	\$0										\$2,700
Environmental Bond	\$3,355	\$0	\$0										\$3,355
Lamaque Resource Upgrade	\$0	\$0	\$1,000	\$500	\$500	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500
Total Other Costs (in CAD)	\$12,147	\$6,198	\$2,458	\$500	\$500	\$500	\$0	\$0	\$0	\$0	\$0	\$0	\$22,302
Total Other Costs (in USD)	\$11,569	\$5,904	\$2,338	\$476	\$417	\$417	\$0	\$0	\$0	\$0	\$0	\$0	\$21,121
Total Capital Expenditure (in USD)	\$11,569	\$26,795	\$19,825	\$19,274	\$14,102	\$19,265	\$19,698	\$9,856	\$4,845	\$4,342	\$3,130	\$215	\$153,017

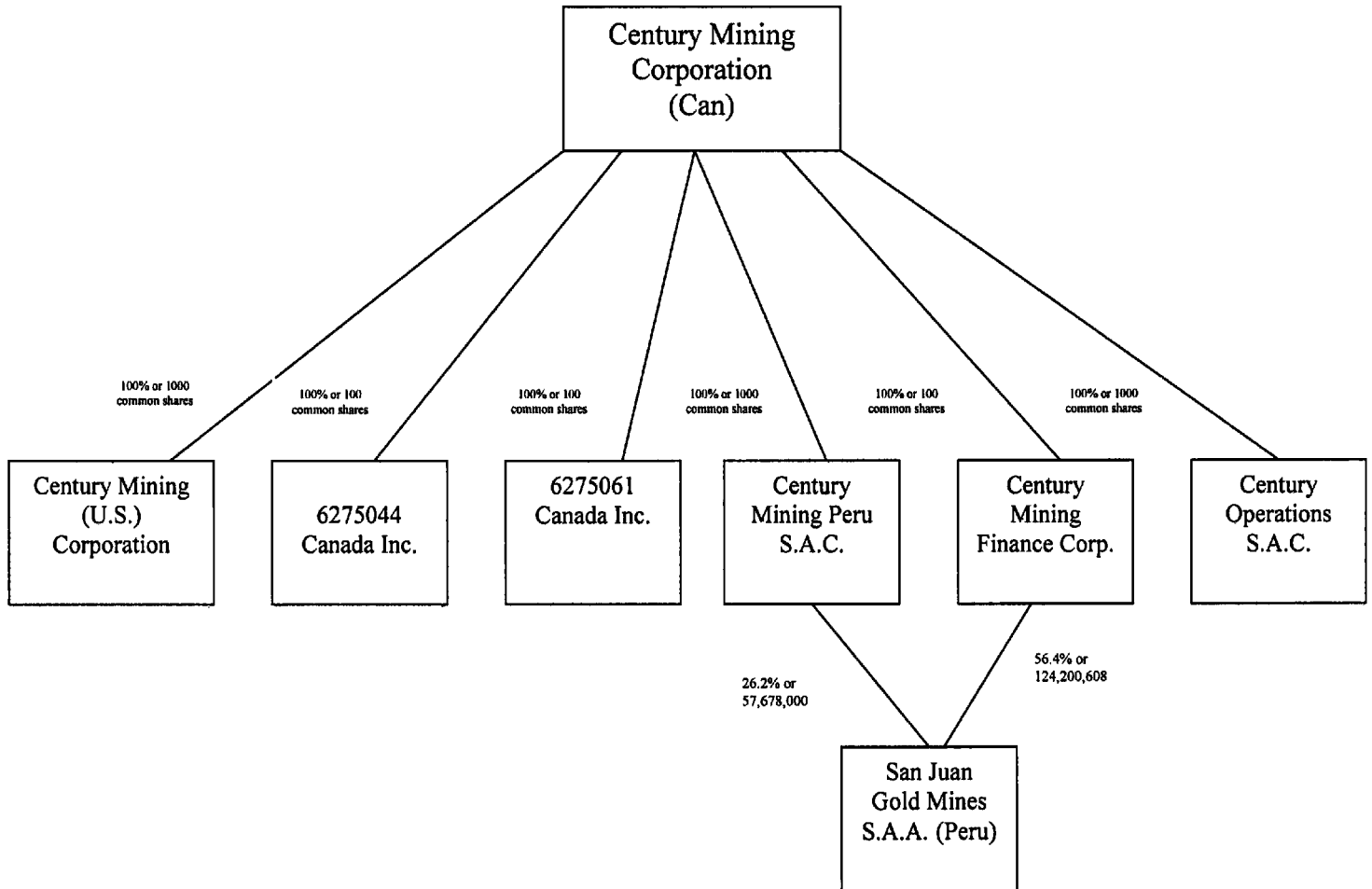
SCHEDULE "F"

SECURITY DOCUMENTS

1. General Security Agreement in favour of Deutsche Bank AG granted by Century Mining Corporation.
2. Deed of Hypothec and Issue of Bonds between Deutsche Bank AG, London Branch and Century Mining Corporation.
3. Bond issued by Century Mining Corporation in favour of Deutsche Bank AG, London Branch in the original principal amount of \$220,000,000.
4. Bond Pledge Agreement in favour of Deutsche Bank AG, London Branch granted by Century Mining Corporation.
5. Guarantee in favour of Deutsche Bank AG granted by Century Mining Finance Corp.
6. Guarantee in favour of Deutsche Bank AG granted by Century Mining Peru S.A.C.
7. Performance Reserve Account Control Agreement among Deutsche Bank AG, London Branch, as Secured Party, Deutsche Bank Trust Company Americas, as Securities Intermediary, and Century Mining Corporation, as Pledgor.

SCHEDULE "G"

SUBSIDIARIES



Notes:

Century Mining Corporation holds the Lamaque assets in Quebec, and exploration properties in Ontario, the Northwest Territories and Alaska

6274044 Canada Inc. and 6275061 Canada Inc. hold exploration properties in Quebec.

Century Mining Peru S.A.C operates the San Juan mine in Peru. The property is leased from San Juan Gold Mines S.A.A. Century Mining Peru S.A.C is responsible for 10% net profits interest payable to San Juan Gold Mines S.A.A.

SCHEDULE H

TITLE INSURANCE

See Attached.

Form 1 (08/94)
Hypothecary Loan Policy (Quebec)

QCH-

POLICY OF TITLE INSURANCE



First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, registered to carry on the business of title insurance in Canada, with its principal office for Quebec in ville de Saint-Laurent, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

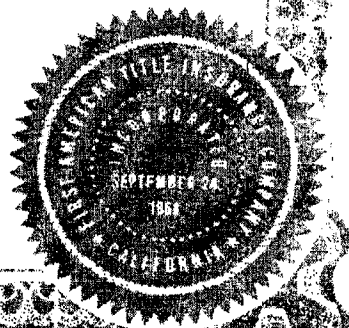
1. Title to the property interest described in Schedule A being held other than as stated therein;
2. Any defect in, charge, prior claim, hypothec or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the insured hypothec upon the title;
6. The priority of claim or of any hypothec or encumbrance over the insured hypothec;
7. Lack of priority of the insured hypothec over any legal hypothec in favour of persons having taken part in the construction or renovation of the land:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
 - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured hypothec which at Date of Policy the insured has advanced or is obligated to advance;
8. The invalidity or unenforceability of any assignment of the insured hypothec shown in Schedule A or the failure of the assignment to vest title to the insured hypothec in the named insured assignee free and clear of all charges.

The Company will also pay the costs, legal and notarial fees and expenses incurred in defence of the title or the real right against the title contained in the insured hypothec, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

Parker S. Kennedy President

William C. Zaylen Vice President



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, legal and notarial fees or expenses which arise by reason of:

1. (a) Any law, by-law, order, ordinance, code or regulation (including but not limited to zoning by-laws) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection and conservation, or the effect of any violation of these laws, by-laws, ordinances, or regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, prior claim or encumbrance resulting from a violation or alleged violation affecting the land has been registered in the public records at Date of Policy.
- (b) Any governmental power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, priority or encumbrance resulting from a violation or alleged violation affecting the land has been registered in the public records at Date of Policy.
2. Rights of expropriation unless notice of the exercise thereof has been registered in the public records at Date of Policy, but not excluding from coverage any expropriation for which notice has been given prior to Date of Policy.
3. Defects, prior claims, hypothecs, encumbrances, adverse claims or other matters:
 - (a) created, suffered, tolerated, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not registered in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to

the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

- (c) resulting in no loss or damage to the insured claimant;
- (d) affecting the land or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the insured hypothec over any legal hypothec in favour of persons having taken part in the construction or renovation of the land); or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured hypothec.
4. Unenforceability of the insured hypothec because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the Province of Quebec.
5. Invalidity or unenforceability of the insured hypothec, or claim thereof, which arises out of the transaction evidenced by the insured hypothec and is based upon any consumer protection law.
6. Any legal hypothec in favour of persons taking part in the construction or renovation of the land (or the claim of priority of any such legal hypothec over the insured hypothec) contracted for and commenced subsequent to Date of Policy and not financed in whole or in part by proceeds of the indebtedness secured by the insured hypothec which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim which arises out of the transaction creating the hypothec insured by this policy by reason of the operation of federal or provincial bankruptcy, insolvency, or similar creditors' rights laws.

CONDITIONS AND STIPULATIONS

1. DEFINITIONS OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. The term "insured" also includes:

(i) the owner of the indebtedness secured by the insured hypothec and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defences as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for adequate consideration without knowledge of the asserted defect, prior claim, hypothec, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the property interest in the land);

(ii) any governmental agency or crown corporation which is an insurer or guarantor under an insurance contract or guarantee insuring or guaranteeing the indebtedness secured by the insured hypothec, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge or notice, but not public knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart actual notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, or servitude in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "hypothec": deed of loan, deed of an immoveable hypothec, charge, or other instruments creating an immoveable hypothec.

(f) "public records": the land register of a registry office established and maintained under the Civil Code of Quebec.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the property interest described in Schedule A or the insured hypothec to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

(h) "consumer protection law": any law designed or intended to give protection to a borrower in respect of the terms and conditions of the loan including without limitation, any laws requiring disclosure of interest rates, any laws specifying a maximum rate of interest and any laws relating to unconscionability, misleading advertising or consumer protection.

2. CONTINUATION OF INSURANCE

(a) After Acquisition of Title. The coverage of this policy shall continue in force as of Date of Policy in favour of (i) an insured who acquires all or any part of the property interest in the land upon default of the debtor through recourse to hypothecary rights or

any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the property interest or the insured hypothec, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in the hypothec, the prior claim or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, cheques, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, cheques, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following options:

(a) to Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, legal and notarial fees and expenses incurred by the insured claimant, which were authorized by the Company up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the indebtedness secured by the

Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of any improvement to the land which at Date of Policy were secured by the insured hypothec and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, legal and notarial fees and expenses, shall reduce the amount of the insurance accordingly. However, any payments made prior to the acquisition of title to the property interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce accordingly the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured hypothec.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured hypothec, or any voluntary partial satisfaction or release of the insured hypothec, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance accordingly. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the insured hypothec and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the amount of insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured hypothec shall terminate all liability of the Company except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

If the insured acquires title to the property interest in satisfaction of the indebtedness secured by the insured hypothec, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a hypothec to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or prior claim on the property interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured

2. CONTINUATION OF INSURANCE

(a) **After Acquisition of Title.** The coverage of this policy shall continue in force as of Date of Policy in favour of (i) an insured who acquires all or any part of the property interest in the land upon default of the debtor through recourse to hypothecary rights or other legal manner which discharge the insured hypothec; (ii) a transferee of the property interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defences the Company may have against any predecessor insureds;

(b) **After Conveyance of Title.** The coverage of this policy shall continue in force as of Date of Policy in favour of an insured only so long as the insured retains an interest in the land, or holds a Vendor's indebtedness secured by a hypothec, or only so long as the insured shall have liability by reason of the covenants contained in the terms of the hypothec made by the insured in any transfer or conveyance of the property interest. This policy shall not continue in force in favour of any purchaser from the insured of either (i) a property interest in the land, or (ii) a Vendor's indebtedness secured by a hypothec against the land.

(c) **Amount of Insurance.** The amount of insurance after the acquisition or after the conveyance shall in neither event exceed the least of:

- (i) the amount of insurance stated in Schedule A; or
- (ii) the amount of the principal of the indebtedness secured by the insured hypothec as of Date of Policy, interest thereon, and all amounts expended for the protection of a hypothecary claim, including amounts advanced pursuant to the insured hypothec to assure compliance with laws or to protect the insured hypothec prior to the time of acquisition of the property interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing

(i) in case of any litigation as set forth in Section 4(a) below; (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the property interest or the insured hypothec, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy; or (iii) if title to the property interest or insured hypothec, as insured, is rejected as unmarketable. If prompt notice shall not be given the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENCE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defence of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, prior claim, hypothec or encumbrance or other matter insured against by this policy. The Company shall have the unilateral right to conduct the action as it sees fit, including the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defence of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the property interest or the insured hypothec, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or filed a defence as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defence of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defence in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, legal and notarial fees and expenses incurred by the insured claimant, which were authorized by the Company up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the indebtedness secured by the insured hypothec for the amount owing thereon together with any costs, legal and notarial fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay, if the Company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured hypothec, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or a(ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and upon request the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, legal and notarial fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, legal and notarial fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs b(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation, and upon request the policy shall be surrendered to the Company for cancellation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2(c) of these Conditions and Stipulations;

(ii) the amount of unpaid principal indebtedness, as defined in 2(c)(ii) of these conditions and stipulations, secured by the insured hypothec as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured property interest as insured and the value of the insured property interest subject to the defect, hypothec, prior claim or encumbrance insured against by this policy.

(b) In the event the insured has acquired the property interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, legal and notarial fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY

(a) If the Company establishes good and marketable title, or removes the alleged defect, the hypothec, the prior claim or encumbrance, or cures the lack of a right of access to or from the land, or otherwise establishes the insured hypothec, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and the disposition of all appeals therefrom, adverse to the title or to the insured hypothec, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable for:

(i) any indebtedness created subsequent to Date of Policy except for advances made to protect the insured hypothec and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or

(ii) construction loan advances made subsequent to

whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured hypothec, provided the priority of the insured hypothec or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the property interest from the insured hypothec, or release any collateral security for the indebtedness.

When the acts permitted by the preceding paragraph occur and the insured has knowledge of any claim of title or interest adverse to the title to the property interest or the priority or enforceability of the insured hypothec, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guarantees, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured hypothec by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured hypothec as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy of claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy shall be binding upon the parties. The award may include legal and notarial fees. Judgment upon the award rendered by the Arbitrator(s) may be deposited in the court having jurisdiction thereof.

The laws of the Province of Quebec shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole. Interpretation shall ascertain the common intention of the insured and of the Company.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the insured hypothec or of the title to the property interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice-President, the Secretary, an Assistant-Secretary, or validating officer or authorized signatory of the Company.

15. SEVERABILITY.

The nullity, the non-invocability or the ineffectiveness of a provision of this policy does not affect the validity or the effectiveness of all other provisions save and except where the provision was a key element to the Company.

The nullity, the non-invocability or the ineffectiveness of part of a provision of this policy does not affect the validity or the effectiveness of the remainder of that provision.

16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at 114 East Fifth Street, Santa Ana, California 92701, or to the office which issued this policy.



333 Décarie Boulevard, Suite 200, Saint-Laurent, Québec H4N 3M9

BY E-MAIL

Mtre Martine Comeau, Notary
Lapointe Rosenstein L.L.P.
1250 René-Lévesque Boulevard West, suite 1400
Montréal, Québec
H3B 5E9

Date:	December 18, 2009
To:	Mtre Martine Comeau, Notary
E-Mail:	martine.comeau@lapointerosenstein.com
# of Pages:	<u>3941</u>

Re: Hypothecary Loan Policy No. QCH0005655 issued to Deutsche Bank AG, London Branch
Property 1: 200-300 3rd Avenue, Val-d'Or, Province of Québec
Property 2: Mining rights, 200-300 3rd Avenue, Val-d'Or, Province of Québec
Property 3: Right of occupation on Bloc 137, Township of Bourlamaque, Val-d'Or, Province of Québec

Dear Colleague:

Thank you for choosing First Canadian Title. We confirm receipt of your title insurance order with respect to the above transaction and enclose our Invoice and Commitment to Title Insure. We ask that you take a few moments to review your confirmation package and advise our office of any changes that may be required. If you have not ordered from us before and require samples of our policies, please do not hesitate to contact us.

Upon receipt of the following requirements, the original of the Hypothecary Loan Policy will be issued and sent to you by mail:

- (a) Signature, delivery and registration of a Deed of Hypothec by Century Mining Corporation;
- (b) Receipt of the payment of the premium for the policy;
- (c) Receipt of a final Report on Title.

Please be advised that if the final Report on Title, premium, or underlying documents (as required) are not received within a timely manner, the policy may be submitted for cancellation.

.../2

Tel: 514-744-8962 or 1 866 744-8962 Fax: 514-744-8143 or 1 800 381-8882 www.firstcanadiantitle.com

Insurance by First American Title
Insurance Company
Services by First Canadian Title Company
Limited



333 Décarie Boulevard, Suite 200, Saint-Laurent, Québec H4N 3M9

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The coverage contained in the above noted policy is based on information which has been provided by you to date. If any new information should come to your attention, please advise us immediately in order that we may determine if coverage will be affected. We reserve the right to alter the coverage provided based upon additional information provided to us either before or after closing or contained in your Report on Title.

It is our pleasure to be of service to you. If you have any questions or comments, please do not hesitate to call me or another representative from the Commercial Division. Thank you for choosing First Canadian Title

Yours truly,

Pierre Béland, Notary
Manager, Operations - Commercial Division

Encl.

Insurance by First American Title
Insurance Company
Services by First Canadian Title Company
Limited

Tel.: 514-744-8962 or 1 866 744-8962 Fax: 514-744-8143 or 1 800 381-8882 www.firstcanadiantitle.com



333 Décarie Boulevard, Suite 200, Saint-Laurent, Québec H4N 3M9

INVOICE

December 18, 2009
Ref. No. 0912-51853
Invoice No. 102-09-1285483-●
Users Initials: PE

TO: Mtre Martine Comeau, Notary
Lapointe Rosenstein L.L.P.
1250 René-Lévesque Boulevard West, suite 1400
Montréal, Québec
H3B 5E9

RE: Hypothecary Loan Policy No. QCH0005655 issued to: **Deutsche Bank AG, London Branch**
Property 1: 200-300 3rd Avenue, Val-d'Or, Province of Québec
Property 2: Mining rights, 200-300 3rd Avenue, Val-d'Or, Province of Québec ✓
Property 3: Right of occupation on Bloc 137, Township of Bourlamaque, Val-d'Or, Province of Québec
Amount of insurance: \$●110,000,000 USD

Title Insurance

First American Title

Premium - Loan \$58,729.00 ~~55,000.00 USD~~ 2
Sales Tax (Ont., Que., Nfld.) \$5,285.61 ~~4,950.00 USD~~

Total CAD Due \$64,014.61 ~~59,950.00 USD~~ ✓
Total USD* \$59,950.00 ✓

☒ Please make cheques payable to First American Title Insurance Company. All policies are subject to a cancellation fee of \$100.00 plus applicable taxes.

PLEASE NOTE: *The above invoice has been processed in USD \$59,950.00 based on Bank of Canada rate
as of
noon December 18, 2009. Please ensure USD funds remitted is equal to \$64,014.61 CAD.

(December 18th noon rate = 0.9365)

For the purposes of the *Insurance Companies Act* (Canada), this material is issued in the course of First American Title Insurance Company's insurance business in Canada.

Tel.: 514-744-8962 or 1 866 744-8962 Fax: 514-744-8143 or 1 800 381-8882 www.firstcanadiantitle.com

Insurance by First American Title
Insurance Company
Services by First Canadian Title Company
Limited



333 Décarie Boulevard, Suite 200, Saint-Laurent, Québec H4N 3M9

DRAFT COMMITMENT TO TITLE INSURE

December 18, 2009

WE CONFIRM THAT UPON RECEIPT OF THE REPORT ON TITLE, PREMIUM, AND ANY UNDERLYING DOCUMENTS WHICH MAY HAVE BEEN REQUESTED TO UNDERWRITE THE POLICY, WE WILL RELEASE THE ORIGINAL TITLE INSURANCE POLICY FOR THE MATTER SET OUT BELOW:

Title Insurance Policy Number: QCH0005655

Insured: ● Deutsche Bank AG, London Branch, as "Fondé de pouvoir" under Article 2692 of the Civil Code of Quebec and being the purchaser under the Forward Gold Purchase Agreement dated ● as ●, and any assignee of the hypothec hereby insured. *pk*

Borrower(s): Century Mining Corporation

Interest in Land: Property 1: Right of ownership
Property 2: Mining rights
Property 3: Right of occupation

Municipal Address: Property 1: 200-300 3rd Avenue, Val-d'Or, Province of Québec
Property 2: Mining rights, 200-300 3rd Avenue, Val-d'Or, Province of Québec
Property 3: Right of occupation on Bloc 137, Township of Bourlamaque, Val-d'Or, Province of Québec *OK*

Complete Legal Description: SEE SCHEDULE A-1

Hypothec/Policy Amount: \$●110,000,000 USD *DL*

Hypothec Priority: ● First ranking

Scheduled Closing/Policy Date: December ●, 2009

Exceptions to Usual Coverage: See Schedule B attached hereto.

Insurance by First American Title
Insurance Company
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Limited

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FIRST AMERICAN TITLE INSURANCE COMPANY
333 Décarie Boulevard, Suite 200
Saint-Laurent, Québec H4N 3M9
Telephone: 514-744-8962 or 1-866-744-8962

SCHEDULE A

Policy No. QCH0005655

Amount of Insurance: \$●110,000,000 USD

Date of Policy: December ●, 2009

1. Name of Insured: ● **Deutsche Bank AG, London Branch**, as "Fondé de pouvoir" under Article 2692 of the Civil Code of Quebec and being the purchaser under the Forward Gold Purchase Agreement dated ● and any assignee of the hypothec hereby insured.

2. The estate or interest in the land which is covered by this policy is:

Property 1: Right of ownership

Property 2: Mining rights

Property 3: Right of occupation

3. Title to the estate or interest in the land is held by:

Century Mining Corporation

4. The insured hypothecary loan and assignment thereof, if any, is the following:

● First ranking Hypothec in favour of Deutsche Bank AG, London Branch, ● as Fondé de pouvoir, published at the Registry Office of Abitibi on under number and at the Public Register of Real and Immovable Mining Rights on ● under number ●, securing the principal sum of \$●220,000,000 CDN. ✓

5. The land referred to in this policy is described as follows:

Municipal address: Property 1: 200-300 3rd Avenue, Val-d'Or, Province of Québec
Property 2: Mining rights, 200-300 3rd Avenue, Val-d'Or, Province of Québec
Property 3: Right of occupation on Bloc 137, Township of Bourlamaque, Val-d'Or, Province of Québec

Legal Description: **SEE SCHEDULE A-1**

SCHEDULE A-1

Policy No. QCH0005655

Legal Description:

Property 1:

- a) Lot number TWO MILLION THREE HUNDRED THOUSAND AND THIRTY-SIX (2 300 036) of the Cadastre du Québec, Registration Division of Abitibi. ✓
- b) Lot number TWO MILLION THREE HUNDRED THOUSAND AND FORTY (2 300 040) of the Cadastre du Québec, Registration Division of Abitibi. ✓
- c) Lot number TWO MILLION THREE HUNDRED THOUSAND AND THIRTY-NINE (2 300 039) of the Cadastre du Québec, Registration Division of Abitibi. ✓
- d) Lot number TWO MILLION THREE HUNDRED THOUSAND AND FIFTY-TWO (2 300 052) of the Cadastre du Québec, Registration Division of Abitibi. ✓
- e) Lot number TWO MILLION THREE HUNDRED THOUSAND AND FIFTY-ONE (2 300 051) of the Cadastre du Québec, Registration Division of Abitibi. ✓
- f) Lot number TWO MILLION THREE HUNDRED THOUSAND AND FIFTY (2 300 050) of the Cadastre du Québec, Registration Division of Abitibi. ✓
- g) Lot number TWO MILLION THREE HUNDRED THOUSAND SEVEN HUNDRED AND THIRTEEN (2 300 713) of the Cadastre du Québec, Registration Division of Abitibi. ✓
- h) Lot number TWO MILLION FIVE HUNDRED ONE THOUSAND FIVE HUNDRED AND THIRTY-SEVEN (2 501 537) of the Cadastre du Québec, Registration Division of Abitibi. (SUBSEARCH TO BE PROVIDED) ✓
- i) Lot number TWO MILLION FIVE HUNDRED ONE THOUSAND FIVE HUNDRED AND THIRTY-SIX (2 501 536) of the Cadastre du Québec, Registration Division of Abitibi. (SUBSEARCH TO BE PROVIDED) ✓
- j) Lot number ONE THOUSAND TWO HUNDRED AND THIRTY-NINE (1239) of the official cadastre of the Township of Bourlamaque, Registration Division of Abitibi. ✓

Property 2:

Any rights, titles and interests in the mining rights pursuant to the following mining concessions:

- "A) UNE PARTIE DE LA CONCESSION MINIÈRE 264 ✓
(CM264PTB ET CM264PTC)

Une partie de la concession 264 relativement aux blocs 2, 4, 12, 16, 20, 23, 24, 26, 27 et 30 de l'arpentage primitif, décrite comme étant la fiche immobilière 84-A-587 du Registre des droits réels d'exploitation de ressources de l'État de la circonscription foncière d'Abitibi. ✓

Page 2
SCHEDULE A-1

Policy No. QCH0005655

B) CONCESSION MINIÈRE 272

La concession minière 272 relativement aux blocs 34, 35, 36, 37, 38, 39, 40, 41, 42, 43 et 44 de l'arpentage primitif, décrite comme étant la fiche immobilière 84-A-138 du Registre des droits réels d'exploitation de ressources de l'État de la circonscription foncière d'Abitibi. ✓

C) UNE PARTIE DE LA CONCESSION MINIÈRE 314

Une partie de la concession minière 314 relativement aux blocs 3 et 64 de l'arpentage primitif, décrite comme étant la fiche immobilière 84-A-588 du Registre des droits réels d'exploitation de ressources de l'État de la circonscription foncière d'Abitibi. ✓

D) CONCESSION MINIÈRE 318

La concession minière 318 relativement aux blocs 67, 68, 69, 70, 71, 72, 73, 74, 75, 76 et 77 de l'arpentage primitif, décrite comme étant la fiche immobilière 84-A-139 du Registre des droits réels d'exploitation de ressources de l'État de la circonscription foncière d'Abitibi." ✓

Property 3:

Right of occupation pursuant to the lease by the Québec government in favour of Century Mining Corporation (file number 99978200000), which lease affects Bloc ONE HUNDRED AND THIRTY-SEVEN (Bloc 137) of the official cadastre of the Township of Bourlamaque, Registration Division of Abitibi published, by way of a notice, at the Registry Office of Abitibi on December 10, 2009 under number 16 795 634. ✓

✓ -

✓

DRAFT

Loan over \$10,000,000.00

FIRST AMERICAN TITLE INSURANCE COMPANY
333 Décarie Boulevard, Suite 200
Saint-Laurent, Québec H4N 3M9
Telephone: 514-744-8962 or 1-866-744-8962

SCHEDULE B

Policy No. QCH0005655

This policy does not insure against loss or damage (and the company will not pay costs, legal fees or expenses) which arise by reason of:

1. Any unregistered servitudes or rights of way which affect the land, including but not limited to the right of Hydro-Québec to occupy a part of the property.

~~2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
(This exception will be omitted if a suitable statutory declaration is obtained.)~~

- ~~3.2.~~ Any provincial or federal legal hypothecs having priority over the insured hypothec.

~~4.3.~~ Lease by La Corporation du Village Minier de Bourlamaque in favour of Placer Dome Canada published at the Registry Office of Abitibi by way of a notice of lease under number 341 488, which lease was ceded in favour of McWatters Mining Inc. in virtue of a deed of sale dated September 12, 2002, which lease was ceded again in favour of Société en commandite Sigma-Lamarque in virtue of a deed published under number 370 195, which lease was ceded again in favour of Century Mining Corporation in virtue of a deed published under number 11 708 903 and ratified in virtue of the deed published under number 11 725 060. Said lease affects lot number 1325 of the official cadastre of the Township of Bourlamaque, Registration Division of Abitibi.

~~5.4.~~ Legal hypothec in favour of La Commission de la Santé et de la Sécurité du Travail published at the Registry Office of Abitibi on June 18, 2008 under number 15 323 800, in the amount of \$1,861,382.16.
(This exception will be omitted upon confirmation that this legal hypothec will be paid out and discharged)

~~6.5.~~ Legal hypothec in favour of Ministère du Revenu du Québec published at the Registry Office of Abitibi on August 10, 2009 under number 16 442 112, in the amount of \$1,274,722.02.
(This exception will be omitted upon confirmation that this legal hypothec will be paid out and discharged)

7.6. Hypothec in favour of Investissement Québec published at the Registry Office of Abitibi on March 25, 2002, under number 370 197, securing the principal sum of \$17,000,000.00, and published at the Public Register of Real and Immovable Mining Rights under number 50 279.

(This exception will be omitted upon confirmation that this hypothec will be paid out and discharged)

*Lythe deleted see LR.'s
opinion*

Page 2
SCHEDULE B

Policy No. QCH0005655

8.7. Legal hypothec in favour of Equipment SMS Inc, fasn Federal Equipment, Division of KCL West Holdings Inc. |
published at the Registry Office of Abitibi on November 26, 2009 under the number 16 754 663 in the amount of
\$1,012,029.87 and published at the Public Register of Real and Immovable Mining Rights under number 53 236.
(This exception will be omitted upon confirmation that this legal hypothec will be paid out and
discharged)

*Litcher deleted
LP. signed*

Property 1 and Property 3:

9.8. The reservations, limitations, provisions and conditions expressed in the original crown patent, unpatented | ✓
mining claims and Native Land claims.

Property 2:

10.9. The reservations, limitations, provisos and conditions expressed in the original crown patent and Native Land | ✓
Claims.

11.10. Any royalties. | ✓

~~Page 3~~
SCHEDULE B

Policy No. QCH0005655

Property 3:

12.11. Conditions under the terms of the lease by the Québec government in favour of Century Mining Corporation (file number 99978200000), which lease affects Bloc 137 of the official cadastre of the Township of Bourlamaque published, by way of a notice, at the Registry Office of Abitibi on December 10, 2009 under number 16 795 634.



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Telephone: 514-744-8962 or 1-866-744-8962

SCHEDULE "C"

LIST OF ENDORSEMENTS

Policy No: QCH0005655

- ☒ Access Endorsement
- ☒ Address Endorsement
- ☒ Amendment-General Coverage
- ☒ Arbitration-Deletion Endorsement
- ☒ Contiguity Endorsement
- ☒ Doing Business Endorsement
- ☒ Due Execution Endorsement ✓
- ☒ Environmental Liens Endorsement
- ☒ First Loss Payable Endorsement
- ☒ Gap Coverage Endorsement
- ☒ Government Response Endorsement
- ☒ Guarantee Endorsement
- ☒ Last Dollar Endorsement
- ☒ Lenders' Group Endorsement ✓
- ☒ Restrictions, Encroachments and Minerals Endorsement
- ☒ Revolving Credit Endorsement ✓
- ☒ Special Endorsement
- ☒ Special Cultural Property Endorsement
- ☒ Special Measure of Damages Endorsement ✓
- ☒ Survey Endorsement
- ☒ Tax Lot Endorsement
- ☒ Usury Endorsement
- ☒ Variable Rate Endorsement
- ☒ Zoning Endorsement
- ☒ Zoning-completed structure Endorsement

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

333 Décarie Boulevard, Suite 200

Saint-Laurent, Québec H4N 3M9

Telephone: 514-744-8962 or 1-866-744-8962

Property 1:

The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of the land described in Schedule A-1 of the policy not having pedestrian and vehicular access to a public road known as _____

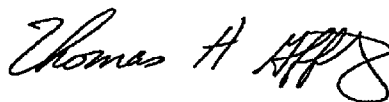
Property 2:

The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of the land described in Schedule A-1 of the policy not having pedestrian and vehicular access to a public road known as _____

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:



Thomas H. Grifferty, Regional Vice President,
International Operations

Issuing Guidelines:

This endorsement is designed for use with a Loan or Owner's Policy. It may be issued upon receipt of satisfactory confirmation (contained within the solicitor's opinion) of access to a specific road.

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY
333 Décarie Boulevard, Suite 200
Saint-Laurent, Québec H4N 3M9
Telephone: 514-744-8962 or 1-866-744-8962

Property 1 and Property 2:

The Company hereby insures the insured against loss or damage, which the insured shall sustain by reason of the failure of a mill and all other structures and improvements as shown on the certificate of location prepared by Jacques Sylvestre, Québec Land Surveyor, on February 12, 2002, under his minute number 18052 [description of improvement e.g. "an office building and adjacent parking lot"] known as 200-300 3rd Avenue, Val-d'Or [street address], to be located on the land at Date of Policy.

Property 2:

The Company hereby insures the insured against loss or damage, which the insured shall sustain by reason of the failure of a [description of improvement e.g. "an office building and adjacent parking lot"] known as [street address], to be located on the land at Date of Policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Thomas H. Grifferty

Thomas H. Grifferty, Regional Vice President,
International Operations

[Signature] Issuing Guidelines: This endorsement may be issued upon satisfactory review of a tax certificate and a certificate of location (or satisfactory substitute) or assessment map/pin map indicating that all of the

~~improvements designated by the municipal address are located on the lands described in the legal description.~~ |

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

333 Décarie Boulevard, Suite 200

Saint-Laurent, Québec H4N 3M9

Telephone: 514-744-8962 or 1-866-744-8962

The Policy is hereby amended by deleting paragraph no. 3(d) from the Exclusions From Coverage and replacing it with the following: "3(d) affecting the land and created subsequent to Date of Policy; or"

The Policy is hereby amended by deleting from paragraph no. 6(a) and 6(b) from the Conditions and Stipulations the phrase "and upon request the policy shall be surrendered to the Company for cancellation."

The expression " a separation in ownership" appearing in Section 1(a) (iii) of the Exclusions From Coverage means in the context of the Civil Code of Quebec a limitation or partition of ownership rights in and to the land or any parcel thereof.

The Policy is hereby amended by adding the following to the Conditions and Stipulations of the Proprietor's Policy:

18. For the purposes of the *Insurance Companies Act* (Canada), this document was issued in the course of First American Title Insurance Company's insurance business in Canada.

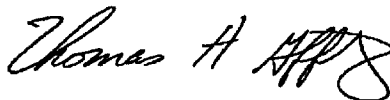
The Policy is hereby amended by adding the following to the Conditions and Stipulations of the Hypothecary Loan Policy:

17. For the purposes of the *Insurance Companies Act* (Canada), this document was issued in the course of First American Title Insurance Company's insurance business in Canada.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any other of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

BY:



Thomas H. Grifferty, Regional Vice President,
International Operations

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655 ✓

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

333 Décarie Boulevard, Suite 200

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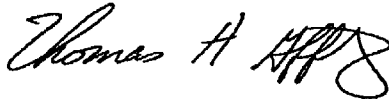
Telephone: 514-744-8962 or 1-866-744-8962

The Policy is hereby amended by deleting paragraph 13 from the Conditions and Stipulations. ✓

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:



Thomas H. Grifferty, Regional Vice President,
International Operations

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655

Issued by

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333 Décarie Boulevard, Suite 200
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Telephone: 514-744-8962 or 1-866-744-8962

*to be
confirmed by
Caprice Reseller*

Property 1:

The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of:

- (i) the land described in Schedule A-1, not forming a single parcel of land free of any gaps separating any portion thereof from any other portion; or
- (ii) failure of the land described in Schedule A-1 to be contiguous to _____.

[Delete whichever one is not applicable]

Property 2:

The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of:

- (iii) the land described in Schedule A-1, not forming a single parcel of land free of any gaps separating any portion thereof from any other portion; or
- (iv) failure of the land described in Schedule A-1 to be contiguous to _____.

[Delete whichever one is not applicable]

Property 3:

The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of:

- (v) the land described in Schedule A-1, not forming a single parcel of land free of any gaps separating any portion thereof from any other portion; or
- (vi) failure of the land described in Schedule A-1 to be contiguous to _____.

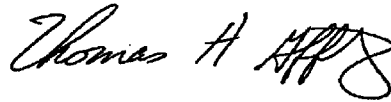
[Delete whichever one is not applicable]

Page 2

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

A handwritten signature in black ink, appearing to read "Thomas H. Grifferty", with a stylized flourish at the end.

Thomas H. Grifferty, Regional Vice President,
International Operations

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655

Issued by

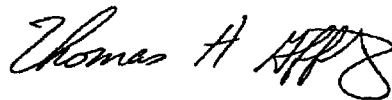
FIRST AMERICAN TITLE INSURANCE COMPANY
333 Décarie Boulevard, Suite 200
Saint-Laurent, Québec H4N 3M9
Telephone: 514-744-8962 or 1-866-744-8962

The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of the entry of any court order or judgment which constitutes a final determination and denies the right to enforce the hypothec referred to in Schedule A on the ground that making the loan secured thereby constituted violation of the "doing business" laws of Canada and the jurisdiction in which the land is located.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:



Thomas H. Grifferty, Regional Vice President,
International Operations

Issuing Guidelines:

~~This endorsement may be issued upon confirmation that the lender has been incorporated either under the Canada Business Corporation Act or a similar provincial statute and complies with the laws of the Province concerned which regulates the making of an hypothecary loan therein. If the lender has not been incorporated in Canada, we will require confirmation that the making of the hypothecary loan is a transaction permitted under the laws of Canada and the Province concerned.~~



ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. OCH0005655 ✓

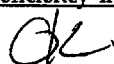
Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

333 Décarie Boulevard, Suite 200

Saint-Laurent, Québec H4N 3M9

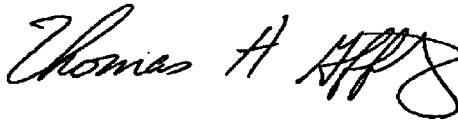
Telephone: 514-744-8962 or 1-866-744-8962

The Company insures against loss or damage sustained by the Insured by reason of any deficiency in the execution of the insured hypothec as described in Schedule A and executed by the registered owner. 

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:



Thomas H. Grifferty, Regional Vice President,
International Operations



ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

333 Décarie Boulevard, Suite 200

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Telephone: 514-744-8962 or 1-866-744-8962

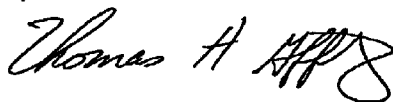
The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of lack of priority of the insured hypothec over:

- (a) any environmental protection lien or order which, at Date of Policy, is registered in the public records, except as set forth in Schedule B; or ✓
- (b) any environmental protection lien provided for by any provincial or federal statute in effect at Date of Policy, except environmental protection liens provided for by the following statutes: Federal Bankruptcy and Insolvency Act and the Act respecting Land Use Planning and Development, R.S.Q., c. A-19.1, the Cities and Towns Act, R.S.Q., c. C-19 and the Municipal Powers Act, R.S.Q., c. C-47.1. ✓

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:



Thomas H. Grifferty, Regional Vice President,
International Operations

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655

Issued by

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333 Décarie Boulevard, Suite 200
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Telephone: 514-744-8962 or 1-866-744-8962

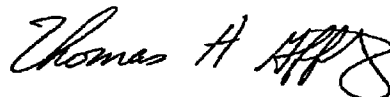
In the event a defect, lien, encumbrance or other matter insured against by this policy creates a loss or series of losses which exceed in the aggregate ten percent (10 %) of the amount of insurance shown in Schedule A of this Policy, the amount which the Company shall be liable to pay shall be determined without requiring maturity of the indebtedness secured by the insured hypothec shown in Paragraph 4 of Schedule A by acceleration or otherwise, and as to such determination, without requiring the insured to pursue its remedies against other collateral securing the indebtedness which is also secured by the insured hypothec. Provided, however, that nothing in this endorsement shall affect or impair the Company's right of subrogation with respect to the affected collateral. The Company agrees that its right of subrogation shall be subordinate to the rights and remedies which any claimant insured by this Policy has or may have against the affected collateral.

The liability of the Company under this policy shall in no case exceed the least of:

- (i) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2(c) of the conditions and stipulations; or
- (ii) the amount of the indebtedness secured by the insured hypothec as determined under paragraph 9 of the conditions and stipulations, at the time the loss or damage insured against hereunder occurs, together with interest thereon; or
- (iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien, encumbrance or other matters insured against by this policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY
By:



Thomas H. Grifferty, Regional Vice President,
International Operations

~~Issuing Guidelines: This endorsement is designed for use with a Hypothecary Loan Policy where multiple properties are hypothecated for an aggregate amount and insured for an aggregate amount.~~



ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

333 Décarie Boulevard, Suite 200

Saint-Laurent, Québec H4N 3M9

Telephone: 514-744-8962 or 1-866-744-8962

The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of any liens, encumbrances or other adverse interests affecting the title to the land arising or created between the date of this policy and the registration at the public records of the deeds creating the interest insured pursuant to this policy.

OK

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Thomas H. Grifferty

Thomas H. Grifferty, Regional Vice President,
International Operations

Issuing Guidelines:

~~This endorsement is for use where, because of the circumstances known to the Company, all of the closing documents requiring registration will not be registered contemporaneously with the closing of the transaction. The endorsement will be issued where the insured is making reasonable efforts to effect registration with a minimum of delay.~~

OK

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY
333 Décarie Boulevard, Suite 200
Saint-Laurent, Québec H4N 3M9
Telephone: 514-744-8962 or 1-866-744-8962

The Company insures the insured against loss or damage sustained or incurred by the insured by reason of any incorrectness in a written statement received by or on behalf of the insured from a governmental or quasi governmental authority:

- (a) relating to outstanding work orders or deficiency notices concerning compliance by the land with matters regulated by such governmental or quasi-governmental authorities including matters relating to municipal by-laws, fire, health and safety standards and conservation authority regulations as at the Date of Policy; or
- (b) relating to the applicable zoning of the land and the compliance therewith as at Date of Policy.

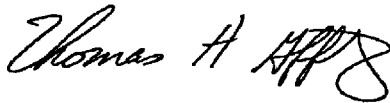
Nothing herein provides coverage for matters relating to environmental protection and conservation as described in exclusion 1(a) of the policy jacket.

When used in this endorsement: "governmental or quasi governmental authority" shall mean any department or division of the Government of Canada or of the town, city, county, regional municipality or province in which the land is located, and over which such department or division has jurisdiction with respect to the matter mentioned in the statement; "work orders or deficiency notices" shall mean explicit orders to comply or notifications of failure of the land to comply with work orders or deficiency notices referred to above or resulting from open building permit files not referred to in the written statement received by or on behalf of the insured.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

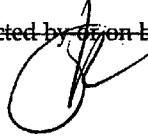


Thomas H. Grifferty, Regional Vice President,
International Operations

Page 2

Issuing Guidelines:

~~This endorsement provides coverage to the extent a search has been conducted by or on behalf of the insured and the results of such search received prior to closing turn out to be incorrect.~~

A handwritten signature in black ink, consisting of a large, stylized 'C' followed by a series of loops and a final vertical stroke.

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655

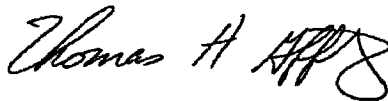
Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY
333 Décarie Boulevard, Suite 200
Saint-Laurent, Québec H4N 3M9
Telephone: 514-744-8962 or 1-866-744-8962

The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of any matter that is not insured against under First American Title Insurance Company Form 1 (08/94) Hypothecary Loan Policy (Québec) but would have been insured against at Date of Policy in the First American Title Insurance Company ALTA 1992 Loan Policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY
By:

A handwritten signature in black ink, appearing to read "Thomas H. Grifferty", with a stylized flourish at the end.

Thomas H. Grifferty, Regional Vice President,
International Operations

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

333 Décarie Boulevard, Suite 200

Saint-Laurent, Québec H4N 3M9

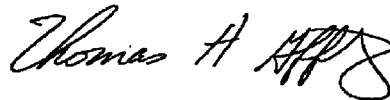
Telephone: 514-744-8962 or 1-866-744-8962

By the issuance of this loan policy in the amount of ~~\$110,000,000.00 USD (insert amount of insurance)~~ which is less than the face amount of the hypothec insured and described in Schedule A, the Company agrees that, notwithstanding paragraph 9 of the Conditions and Stipulations and provided the Insured has not released or substituted the personal liability of any debtor or guarantor, or extended or otherwise modified the terms of payment, or released any portion of the land from the lien of the insured hypothec, until such time as the aggregate indebtedness outstanding is reduced to the sum of ~~\$110,000,000.00 USD (insert amount of insurance)~~, the amount of coverage afforded under this policy will not be reduced. Any payments which would have the effect of reducing the indebtedness below the sum of ~~\$110,000,000.00 USD (insert amount of insurance)~~ will concurrently reduce the coverage under this policy by \$1.00 for each \$1.00 of reduction of the indebtedness thereafter made. ✓

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:



Thomas H. Grifferty, Regional Vice President,
International Operations

Issuing Guidelines:

This endorsement is designed for use with an Hypothecary Loan Policy where a loan made by a lender has additional security other than the real estate. Although the loan amount may far exceed the value of the real estate, the hypothec will be for an amount equal to the full amount of the loan. The title policy will be written for the value of the real property used for security. This amount of insurance will be less than the amount shown on the hypothec.

The policy provides that any principal payment received by the lender from any source will reduce the liability available under the policy, dollar for dollar. The Last Dollar Endorsement provides that payments made on the loan will not reduce the insurer's liability under the policy until the loan is paid down to the policy liability amount. By doing this, for the purposes of the title insurance coverage, the portion of the loan secured by real property described in the policy would be treated as the last paid off, permitting the title insurance to remain in effect until the entire loan amount has been paid in full.

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. OCH0005655 ✓

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

333 Décarie Boulevard, Suite 200

Saint-Laurent, Québec H4N 3M9

Telephone: 514-744-8962 or 1-866-744-8962

The Company has been advised by the Insured that (i) the holder of the indebtedness secured by the insured hypothec is or will be a group of lenders, the composition of which may change from time to time by reason of the addition of new members, the depletion of members or changes in the relative participation of members, (the "Lender Group"); and (ii) the named insured is the agent (trustee) for the Lender Group and that it may be desirable from time to time to designate a successor entity to serve as such agent (trustee). ✓

In view of the foregoing and notwithstanding anything contained in the policy to the contrary, the Company agrees as that for the purposes of clause (b) of Exclusions from Coverage, Paragraph 3, neither changes in the composition of the Lender Group nor redesignations of the agent (trustee) shall be deemed to be an acquisition by a claimant. ✓

8

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it increase the face amount thereof. ✓

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

Thomas H. Grifferty

Thomas H. Grifferty, Regional Vice President,
International Operations

20-00-00-00-00

✓
SVU
appliquer
la version
ancien format
actuel
10: décharger
ministère de l'énergie
à être rempli à l'usage
par les chargés
de l'entretien
de l'équipement

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655 ✓

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

333 Décarie Boulevard, Suite 200

Saint-Laurent, Québec H4N 3M9

Telephone: 514-744-8962 or 1-866-744-8962

The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of:

1. There being, at Date of Policy, covenants conditions or restrictions under which the charge against title created by the hypothec referred to in Schedule A of the policy can be divested, subordinated or extinguished, or its validity, priority or enforceability impaired.
2. Unless expressly excepted in Schedule B of the policy:
 - (a) There being, at Date of Policy, present violations on the land of any enforceable covenants, conditions or restrictions, or violations of any building setback requirements of any applicable zoning by-law.
 - (b) There being, at Date of Policy, any deed referred to in Schedule B of the policy as containing covenants, conditions or restrictions on the land which, in addition, (i) establish a servitude on the land; (ii) provide a lien for liquidated damages, (iii) provide for a private charge or assessment; (iv) provide for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant.
 - (c) There being, at Date of Policy, any encroachment of existing improvements located on the land onto adjoining land, and any encroachment onto the land of existing improvements located on adjoining land.
 - (d) There being, at Date of Policy, any encroachment of existing improvements located on the land onto that portion of the land subject to any registered servitude, even though such servitude is shown in Schedule B.
 - (e) There being, at Date of Policy, any notices of violation of covenants, conditions or restrictions relating to environmental protection registered in public records.

3. Any future violation on the land of any existing covenants, conditions or restrictions occurring prior to the acquisition of title to the estate or interest in the land by the insured, provided the violation results in:

- (a) invalidity, loss of priority or unenforceability of the insured hypothec; or
- (b) loss of title to the estate or interest in the land if the insured shall acquire title in satisfaction of the indebtedness secured by the insured hypothec.

4. Damage to existing improvements, including lawns, shrubbery or trees:

- (a) which are located on or encroach upon that portion of the land subject to any servitude excepted in Schedule B of the policy, which damage results from the exercise of the right to maintain the servitude for the purpose for which it was granted or reserved.
- (b) resulting from the future exercise of any right to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B of the policy.

5. Any final court order or judgment requiring the removal from any land adjoining the land of any encroachment excepted in Schedule B of the policy.

6. Any final court order or judgment denying the right to maintain any existing improvements on the land because of any violation of covenants, conditions or restrictions or building setback requirements of the applicable zoning by-law.

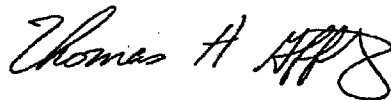
Wherever in this endorsement the words "covenants, conditions or restriction" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in a deed creating a lease.

No coverage is provided under this endorsement as to any covenant, condition, restriction or other provisions relating to environmental protection.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:



Thomas H. Grifferty, Regional Vice President,
International Operations

Issuing Guidelines over \$10M:

This endorsement may be issued with a Loan Policy over \$10M upon confirmation (contained within the solicitor's opinion) that:

- (i) there are no present violations of covenants, conditions, restrictions affecting the land; and
- (ii) the covenants, conditions, restrictions conform to 2(b) (i) (ii) (iii) (iv) of the endorsement.

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

333 Décarie Boulevard, Suite 200

Saint-Laurent, Québec H4N 3M9

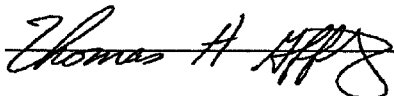
Telephone: 514-744-8962 or 1-866-744-8962

~~_____ The Company hereby insures the insured that advances made subsequent to the Date of Policy, which are secured by the insured hypothec, shall be included within the coverage of this Policy not to exceed the face amount of the policy, notwithstanding that amounts secured by the insured hypothec may have been advanced, repaid and subsequently re-advanced subject to the provisions of the insured hypothec.~~

~~_____ This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.~~

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____



Thomas H. Grifferty, Regional Vice President,
International Operations

Issuing Guidelines:

The Revolving Credit Endorsement may be issued upon receipt and satisfactory confirmation that the loan agreement and/or the hypothec contain provisions as follows:

- ~~1. the loan agreement creates a "revolving line of credit" e.g. the borrower may borrow up to an established credit limit, pay down the outstanding balance and re-borrow up to the credit limit;~~
- ~~2. the loan agreement provides that so long as the borrower is not in default under the terms of the loan agreement, the lender is obligated to honor requests for advances.~~

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

333 Décarie Boulevard, Suite 200

Saint-Laurent, Québec H4N 3M9

Telephone: 514-744-8962 or 1-866-744-8962

Property 2

The policy is hereby amended as follows:

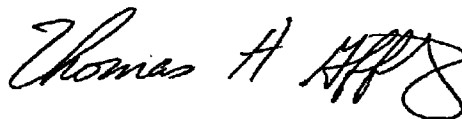
1. The definition of "public records" mentioned at Section 1 of the Conditions and Stipulations of the general coverage of the policy is amended by adding after the Civil Code of Québec: "and the Public Register of Real and Immovable Mining Rights kept by the Ministère des Ressources naturelles et de la Faune under the Mining Act, R.S.Q., c. M-13.1." ✓
2. The definition of "land" mentioned at Section 1 of the Conditions and Stipulations of the general coverage of the policy is replaced by the following: "the mineral rights described or referred to in Schedule A-1."

Land includes all mineral rights described or referred to in Schedule A-1 by law constituting real property

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:



Thomas H. Grifferty, Regional Vice President,
International Operations

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

333 Décarie Boulevard, Suite 200

Saint-Laurent, Québec H4N 3M9

Telephone: 514-744-8962 or 1-866-744-8962

Property 1:

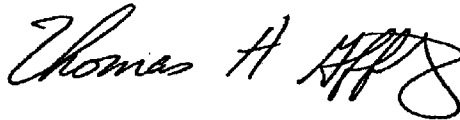
The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of the failure, at the Date of Policy of part of the land to comply with the provisions of the *Cultural Property Act*, R.S.Q., c. B-4. 



This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:



Thomas H. Grifferty, Regional Vice President,
International Operations

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. OCH0005655 ✓

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

333 Décarie Boulevard, Suite 200

Saint-Laurent, Québec H4N 3M9

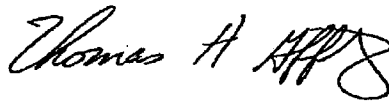
Telephone: 514-744-8962 or 1-866-744-8962

The Company hereby agrees that, in the event the insured is dispossessed of all or part of the land by reason of a final and unappealable court judgment or order by an ultimate court of competent jurisdiction with respect to matters insured against by this policy, the Company will consider, in computing loss or damage compensable under this policy, the diminution in value of the insured estate or interest caused by the dispossession, measured by the use or uses of the land at the time of the loss.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____



Thomas H. Grifferty, Regional Vice President,
International Operations

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655

Issued by

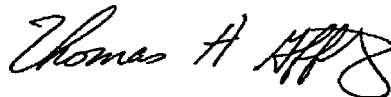
FIRST AMERICAN TITLE INSURANCE COMPANY
333 Décarie Boulevard, Suite 200
Saint-Laurent, Québec H4N 3M9
Telephone: 514-744-8962 or 1-866-744-8962

The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of any encroachments, defects, discrepancies or other matters that may be revealed by an up-to-date certificate of location.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:

A handwritten signature in black ink, appearing to read "Thomas H. Grifferty", with a stylized flourish at the end.

Thomas H. Grifferty, Regional Vice President,
International Operations

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655

Issued by

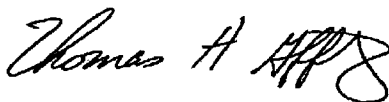
FIRST AMERICAN TITLE INSURANCE COMPANY
333 Décarie Boulevard, Suite 200
Saint-Laurent, Québec H4N 3M9
Telephone: 514-744-8962 or 1-866-744-8962

The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of the land referred to in Schedule A-1 not consisting of a separately assessed tax lot or lots without inclusion of any other land.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:



Thomas H. Grifferty, Regional Vice President,
International Operations

Issuing Guidelines:

~~This endorsement may be issued upon confirmation that the legal description in the policy describes the same property as that identified by the assessment roll number.~~



ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

333 Décarie Boulevard, Suite 200

Saint-Laurent, Québec H4N 3M9

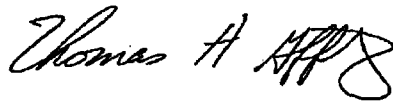
Telephone: 514-744-8962 or 1-866-744-8962

The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of the entry of any court order or judgment which constitutes a final determination and adjudges that the hypothec referred to in Schedule A is invalid or unenforceable as to the principal and interest due thereunder, said interest being computed in accordance with the provisions of such hypothec, on the grounds that the loan evidenced by the said hypothec is usurious under the laws of Canada and the jurisdiction in which the land is located.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

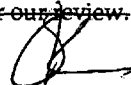
By:



Thomas H. Grifferty, Regional Vice President,
International Operations

~~Issuing Guidelines:~~

~~This endorsement may be issued upon confirmation that the provisions of the Criminal Code with respect to criminal rates of interest and similar provincial legislation relating to usurious transactions can not be breached during the life of the loan. Please provide a copy of the appropriate section of the loan agreement for our review.~~



ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY
333 Décarie Boulevard, Suite 200
Saint-Laurent, Québec H4N 3M9
Telephone: 514-744-8962 or 1-866-744-8962

The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of:

1. The invalidity or unenforceability of the insured hypothec upon the title resulting from the provisions therein which provide for changes in the rate of interest.
2. Loss of priority of the insured hypothec as security for the unpaid principal balance of the loan, together with interest as changed in accordance with the provisions of the insured hypothec, which loss of priority is caused by the changes in the rate of interest.

"Changes in the rate of interest", as used in this endorsement, shall mean only those changes in the rate of interest calculated pursuant to the formula provided in the insured hypothec at Date of Policy.

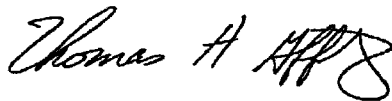
This endorsement does not insure against loss or damage based upon

- (a) usury, or
- (b) any consumer protection or truth in lending law.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:



Thomas H. Grifferty, Regional Vice President,
International Operations

Issuing Guidelines:

This endorsement may be issued upon receipt of an opinion from counsel that the provisions of the hypothec relating to changes in the rate of interest are not void due to uncertainty or failure to comply with Federal or Provincial laws and regulations.

2
to be waived by
LP.

~~TO BE DISCUSSED~~

Zoning Endorsement
Canada (revised 04/00)
Loan over \$10 Million

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

333 Décarie Boulevard, Suite 200

Saint-Laurent, Québec H4N 3M9

Telephone: 514-744-8962 or 1-866-744-8962

Property 1 and Property 3:

The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of the failure, at the Date of Policy of:

1. the land to be classified Zone _____ according to the applicable zoning by-law; or
2. that classification to allow the following use or uses: _____ (insert current use or uses).

There shall be no liability under this endorsement based on:

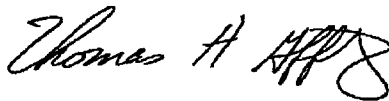
(a) lack of compliance with any conditions, restrictions, or requirements contained in the zoning by-law, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses.

(b) the invalidity of the zoning by-law until after a final judgement or order of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit use or uses.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:



Thomas H. Grifferty, Regional Vice President,
International Operations

Issuing Guidelines:

This endorsement is designed for use with a Loan Policy over \$10M. It may be issued upon receipt of the following:

- (i) zoning classification;
- (ii) current use or intended use; and
- (iii) solicitor's opinion or zoning report confirming that the current use is permitted under the zoning by-law. If the intended use is something other than the current use (e.g. vacant land), we will also require an opinion that the intended use is permitted under the zoning by-law.

provided by
can also get
will be ok

TO BE DISCUSSED

Zoning-completed structure
Canada (revised 08/2001)
Loan

ENDORSEMENT

Attached to and forming a part of Title Insurance Policy No. QCH0005655 ✓

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

333 Décarie Boulevard, Suite 200

Saint-Laurent, Québec H4N 3M9

Telephone: 514-744-8962 or 1-866-744-8962

Property 2: *OK*

1. The Company hereby insures the insured against loss or damage sustained or incurred by the insured by reason of the failure, at the Date of Policy of:

- (a) the land to be classified Zone _____ according to the applicable zoning by-law; or
- (b) that classification to allow the following use or uses: _____ (insert current use or uses).

There shall be no liability under this paragraph 1(b) if the use or uses are not allowed as a result of any lack of compliance with any conditions, restrictions, or requirements contained in the zoning by-law, including but not limited to the failure to secure necessary consents or authorizations as a prerequisite to the use or uses.

2. The Company further insures the insured against loss or damage arising from a final judgment or order of a court of competent jurisdiction:

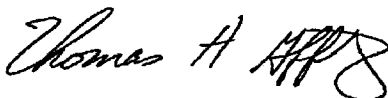
- (a) prohibiting the use of the land, with any structure presently located thereon, as specified in paragraph 1(b); or
- (b) requiring the removal or alteration of the structure on the basis that, at Date of Policy, the municipal zoning by-law has been violated with respect to any of the following matters:
- (i) Area, width or depth of the land as a building site for the structure;
 - (ii) Floor space area of the structure;
 - (iii) Setback of the structure from the property lines of the land;
 - (iv) Height of the structure; or
 - (v) Number of parking spaces.

There shall be no liability under this endorsement based on the invalidity of the zoning by-law until after a final judgment or order of a court of competent jurisdiction adjudicating the invalidity, the effect of which is to prohibit the use or uses.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

FIRST AMERICAN TITLE INSURANCE COMPANY

By:



Thomas H. Grifferty, Regional Vice President,
International Operations

Issuing Guidelines:

This endorsement is designed for use with a Loan Policy where the land contains a structure. It is not designed for use with vacant land.

It may be issued upon receipt of the following:

- (i) zoning classification;
- (ii) current use; and

OVER \$10M

- (iii) solicitor's opinion confirming that the current use is permitted under the zoning by-law. If the intended use is something other than the current use, we will also require the solicitor's opinion to confirm that the intended use is permitted under the zoning bylaw. Please note that we do not require the opinion to address building or parking compliance.

James P. Griffin
Chief Executive Officer
First American Title Insurance Company
La Ville de Québec

SCHEDULE I

DISCLOSURE SCHEDULE

<i>Party</i>	<i>Amount of Claim</i>	<i>Description</i>
MRI Trading	\$1,000,000	MRI loaned Century \$1 million under a convertible note that matured in June 2009. MRI failed to convert, and demanded payment. Century has counterclaimed for MRI's failure to fund a further \$5 million as provided under the agreement signed by MRI and Century.
Alter Moneta	\$2,300,000	Discussions underway to finalize agreement. Settlement is expected to require payment by Century of \$500,000 in December 2009, re-leasing of one unit that Century needs over 36 months and payment of the remaining balance over 18 months (unsecured).
SMS	\$625,000	Actions on account (parts account) and for default on equipment leases. Settlement will be for \$625,000 to be paid by Century in installments out of the proceeds of the equity issuance.
Sandvik	\$700,000	Settlement is for \$700,000 plus 8% interest to be paid in 14 installments by Century.
Revenu Quebec	\$1,600,000	Payment arrangement has been agreed on; liens to be lifted upon payment by Century of \$50,000 (complete) + \$800,000 out of equity issuance. Balance to be paid from QST refunds.
CSST	\$2,000,000	Agreement has been negotiated for Century to pay \$500,000 in December 2009 and \$125,000 per calendar quarter thereafter until the arrearage is extinguished. Lien on the mine property will be lifted but lien on the residential property will remain.
Esso (Imperial Oil)	\$277,676	Action is on account. Agreed \$102,676 payment will be made by Century no later than December 31, 2009 and the balance will be made in five equal payments of \$35,000 starting on January 31, 2009.
Extec Machinery	US\$160,000	Action is on account. Agreed US\$160,000 payment by Century will be made out of equity issuance.
Services Financiers Caterpillar Limitee	\$862,578.35	Century is negotiating a settlement agreement pursuant to which Century will release the bulldozer and reinstate the old lease or enter into a new lease.
Ministry of Environment	N/A	32 infractions totaling \$232,000 attached as Appendix "1" to this Schedule "I". Settlement discussions are

<i>Party</i>	<i>Amount of Claim</i>	<i>Description</i>
(infractions)		ongoing; payment will be made out of equity issuance.
Ministere du Developpement durable, de l'Environnement et des Parcs	N/A	Compliance permit letter from Ministere du Developpement durable, de l'Environnement et des Parcs dated April 20, 2009 and Century Mining Corporation response letter dated April 23, 2009, each as attached as Appendix "2" to this Schedule "I".
Ministere des Ressources naturelles et de la Faune	N/A	Compliance letter from Ministere des Ressources naturelles et de la Faune dated November 5, 2009, as amended by letter dated December 15, 2009, each as attached as Appendix "3" to this Schedule "I".

Appendix “1”

See Attached.

Infraction #	Date Infraction Delivered	Description	Infraction(s)		Fine	Legal Fee	Total (\$)	Current Status/Action
			Date	Date from	Date To			
100400-1111473965	28-May-09	B-1 lift constructed without the proper C of A modification approval.	6-Apr-07			\$2,260.00	\$585.00	\$2,845.00
100400-1111473751	1-Jun-09	Accumulation of Used Tires		30-Sep-08	2-Oct-08	\$27,690.00	\$3,592.00	\$31,255.00 All used tires have been removed from the property
100400-1111474344	1-Jun-08	Water in the Pond reached the slope toe of the new B-2 lift	4-Oct-07			\$2,260.00	\$1,332.00	\$3,592.00 done
100400-1111474351	1-Jun-08	Water in the Pond reached the slope toe of the new B-2 lift	19-Jul-07			\$2,260.00	\$1,332.00	\$3,592.00 done
100400-1111474389	1-Jun-09	Water in the Pond reached the slope toe of the new B-2 lift	26-May-08			\$2,260.00	\$1,332.00	\$3,592.00 done
100400-1111474393	1-Jun-08	Non-maintenance of a 1m security zone between water level and falling crest at B-1	22-Apr-08			\$2,260.00	\$1,332.00	\$3,592.00 done
100400-1111474427	1-Jun-09	Non-maintenance of a 1m security zone between water level and falling crest at B-1	26-May-08			\$2,260.00	\$1,332.00	\$3,592.00 done
100400-1111474450	1-Jun-09	Non-maintenance of a 1m security zone between water level and falling crest at B-1	11-Jun-08			\$2,260.00	\$1,332.00	\$3,592.00 done
100400-1111474463	1-Jun-09	Non-maintenance of a 1m security zone between water level and falling crest at B-4	22-Apr-08			\$2,260.00	\$1,332.00	\$3,592.00 done
100400-1111474476	1-Jun-09	Non-maintenance of a 1m security zone between water level at crest of circulation basin	3-Jul-08			\$2,260.00	\$1,332.00	\$3,592.00 done / Solution request when mill will start (management or small left)
100400-1111474484	1-Jun-09	Non-maintenance of a 1m security zone between water level at crest of circulation basin	11-Jun-08			\$2,260.00	\$1,332.00	\$3,592.00 done / Solution request when mill will start (management or small left)
100400-1111474482	1-Jun-09	Non-maintenance of a 1m security zone between water level at crest of circulation basin	22-Apr-08			\$2,260.00	\$1,332.00	\$3,592.00 done / Solution request when mill will start (management or small left)
100400-1111474516	1-Jun-09	Non-respect of the waste dump profile at #1 Vessel	9-Oct-07			\$2,260.00	\$1,332.00	\$3,592.00 see Serge - we made some work in June 2006

100400-1111474526	1-Jun-09	Non-respect of the waste dump profile at #1 West	3-Oct-08				\$2,260.00	\$1,332.00	\$3,592.00	see Serge, we made some works in June 2008
100400-1111474534	1-Jun-09	Non-operational emergency spill way at B-1 Pond		30-Sep-08	1-Oct-08		\$2,260.00	\$1,332.00	\$3,592.00	plan in B1 lift
100400-1111474542	1-Jun-09	Non-operational emergency spill way at B-4-3 Pond		30-Sep-08	1-Oct-08		\$2,260.00	\$1,332.00	\$3,592.00	see Serge (like correction)
100400-1111474559	1-Jun-09	Non-operational emergency spill way at B-8-9 Pond		30-Sep-08	1-Oct-08		\$2,260.00	\$1,332.00	\$3,592.00	see Serge (like correction)
100400-1111474567	1-Jun-09	Ornit building the emergency spill way at B-2 Pond		19-Jul-07	23-Nov-07		\$2,260.00	\$1,332.00	\$3,592.00	?? emergency spill way is done
100400-1111474575	1-Jun-09	Ornit building the emergency spill way at B-2 Pond		10-Jan-08	11-Jun-08		\$2,260.00	\$1,332.00	\$3,592.00	?? emergency spill way done
100400-1111474583	1-Jun-09	Non-conformity and non-operational emergency spill way at B-2 Pond		30-Sep-08	1-Oct-08		\$2,260.00	\$1,332.00	\$3,592.00	see Serge (like correction)
100400-1111474591	1-Jun-09	Non-seeding of the #1 West waste dump slope		19-Jul-07	23-Nov-07		\$2,260.00	\$1,332.00	\$3,592.00	
100400-1111474605	1-Jun-09	Non-seeding of the #1 West waste dump slope		22-Apr-08	3-Oct-08		\$2,260.00	\$1,332.00	\$3,592.00	
100400-1111474617	1-Jun-09	Non-seeding of the B-2 Slope		19-Jul-07	23-Nov-07		\$2,260.00	\$1,332.00	\$3,592.00	done in November 08 / patch slope in B2 west slope and new seeding in some small area
100400-1111474625	1-Jun-09	Non-seeding of the B-2 Slope		22-Apr-08	3-Oct-08		\$2,260.00	\$1,332.00	\$3,592.00	done in November 08 / patch slope in B2 west slope and new seeding in some small area
100400-1111474633	1-Jun-09	Storage on hazardous material outside and not in a container	30-Sep-08				\$3,780.00	\$3,527.00	\$7,287.00	done / make sure empty barrels are not exposed to rain and storage inside barrels of hazardous storage area (see Yvan)
100400-1111474641	1-Jun-09	45 gallon barrel, not identified	30-Sep-08				\$2,260.00	\$3,527.00	\$5,787.00	done / make sure that barrel with oil near the gate will move inside the garage
100400-1111474658	1-Jun-08	Exterior storage of Hazardous material in an unsealed container	30-Sep-08				\$3,780.00	\$3,527.00	\$7,287.00	clean Hazardous storage area / Transfer barrel inside
100400-1111474674	1-Jun-08	Hazardous material spill	1-Oct-08				\$27,860.00	\$3,527.00	\$31,187.00	spill due to truck parking / soil analysis plan around maintenance shop
100400-1111474682	1-Jun-08	Hazardous material spill	30-Sep-08				\$27,860.00	\$3,527.00	\$31,187.00	spill due to truck parking / soil analysis plan around maintenance shop
100400-1111474690	1-Jun-09	Hazardous material spill		19-Jul-07	3-Oct-08		\$27,860.00	\$3,527.00	\$31,187.00	spill due to truck parking / soil analysis plan around maintenance shop
100400-1111474385	1-Jun-09	Dust Pollution	5-Oct-07				\$4,983.00	\$3,527.00	\$8,510.00	we by some dust system in falling / B9
100400-1111474385	1-Jun-09	Water call height reached the slope toe at B2	11-Jun-08				\$2,260.00	\$1,332.00	\$3,592.00	done / I am understanding well
Total:							\$175,086.00	\$56,562.00	\$231,668.00	

Appendix “2”

See Attached.

Rouyn-Noranda, le 20 avril 2009

Monsieur Pascal Hamelin
Century Mining Corporation
Division Québec – Mine Sigma
300, 3^e Avenue Est
Case postale 100
Val-d'Or (Québec) J9P 4N9

Objet : Demande de certificat d'autorisation pour le projet Lamaque souterrain 2000
N/Réf : 7610-08-01-70071-27
200203708

Monsieur,

Pour faire suite à notre rencontre du 8 avril dernier, nous aimerions faire le point sur le statut de votre demande de certificat d'autorisation citée en rubrique. Dans le cadre de l'analyse de cette demande de certificat d'autorisation, le ministère du Développement durable, de l'Environnement et des Parcs doit s'assurer que l'émission, le dépôt, le déchargement ou le rejet de contaminants dans l'environnement du projet que vous nous soumettez sera conforme à la loi et aux règlements (article 24 de la LQE) avant que nous puissions donner notre approbation à votre demande.

Nous comprenons que les eaux usées que votre projet générera intégreront le circuit actuel de traitement des eaux usées de la mine Sigma, que les stériles seront entreposés dans la fosse à ciel ouvert, que votre échantillon en vrac sera usiné à votre usine de traitement du minéral et que les résidus miniers seront entreposés dans votre parc à résidus. Les quatre activités citées précédemment ont été autorisées par le biais du certificat d'autorisation 7610-08-70095-28 pour lequel de nombreuses dérogations et non-conformités ont été constatées par le MDDEP. Avant que le ministère puisse autoriser une nouvelle activité qui générera de nouvelles eaux usées et des nouveaux résidus miniers en quantité si infime soit-elle, vous devrez nous démontrer que les aires d'accumulation qui recevront ces eaux usées et ces résidus seront conformes aux exigences de votre certificat d'autorisation et que vos activités respecteront bien la réglementation en vigueur.

Voici les principales dérogations qui font en sorte que vos aires d'accumulation ne sont pas considérées conformes à votre certificat d'autorisation 7610-08-01-70095-28 :

...2

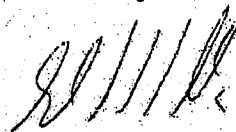
- Pentes aval des digues du parc à résidus non-revégétées ;
- Absence d'une plage de résidus complète dans la cellule B-2 ;
- Halde 1 Ouest non-revégétée ;
- Repères de revanche erronés ;
- Déversoirs non opérationnels et non-conformes au devis ;
- Cellule B-1 non rehaussée.

Nous vous demandons de nous présenter votre plan d'action et votre échéancier quant à ces éléments de dérogation. De plus, nous vous demandons de nous aviser quand votre site sera conforme au Règlement sur les matières dangereuses et sur l'entreposage des pneus hors d'usage et de nous fournir les pièces justificatives quant à la disposition des matières dangereuses et des pneus usagés.

Si de plus amples renseignements concernant la délivrance de ce document étaient nécessaires, n'hésitez pas à communiquer avec monsieur Louis Jalbert au poste 260.

Veuillez agréer, Monsieur, nos salutations distinguées.

La directrice régionale,



Édith van de Walle

ÉW/LJ/dd



Le 23 avril 2009

Madame Edith van de Walle
Ministère de l'Environnement du Québec
Direction régionale de l'Abitibi-Témiscamingue
180, boulevard Rideau - Local 1.04
Rouyn-Noranda (Québec)
J9X 1N9

OBJET : Demande de certificat d'autorisation Projet Lamaque 2000
N/Réf : 7610-08-01-70071-27
Réponse au courrier du 20 avril 2009

Madame van de Walle,

Nous avons bien reçu votre courrier concernant vos exigences avant l'obtention du permis d'exploration Lamaque 2000. Nous comprenons que ces items doivent être réglés avant le redémarrage des opérations. Certaines de ces dérogations sont déjà bien entreprises et en voie d'être complètes.

Un nettoyage du site a commencé. Les matières dangereuses résiduelles ont été éliminées par la compagnie Recylex le 7 avril 2009. Nous vous joignons les copies des documents de mouvements démontrant l'élimination des huiles usées contenu sur notre site.

L'élimination des pneus de notre site avait débuté au début avril. Cette opération a été retardée après vérification de la conformité du centre de recyclage des pneus choisie. Madame Gauvin, inspectrice, a été informée de l'ensemble de l'évolution du dossier. L'élimination des pneus a repris le 21 avril 2009 à destination du centre de recyclage de Granutec qui est présentement certifié à accepter nos type de pneus. Nous vous ferons parvenir toutes les pièces justificatives démontrant le retrait du site lorsqu'il sera complété dans les deux prochaines semaines.

L'ensemencement des pentes externes du Bassin B2 a été effectué en octobre 2008. D'ici quelques semaines, nous effectuerons une évaluation et ferons des ajustements de l'ensemencement là où nécessaire. Les autres items abordés dans votre courrier tel que la restauration de la halde à stérile 1 ouest, rectification des déversoirs d'urgences et du système de

Page 1 de 4

Division Québec-Mine Lamaque: 309 3rd Av. Est, C.P. 100
Val d'Or, Québec J9P 4N9
Tél.: (819) 874-3100. Télécopieur: (819) 874-0445

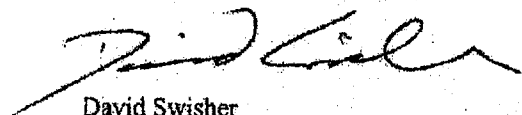
Corporate Office: 441 Pease Portal Drive
Big Lake, WA 98230
Phone: (360) 332-4853. Fax: (360) 332-4852

mesures de la revanche et le rehaussement du bassin B1 étaient programmés pour l'été 2009. Nous vous fournirons d'ici peu un échéancier précis de l'élimination toutes les dérogations.

Cependant, la vitesse d'exécution de remplir nos obligations sera influencé par le succès des financements ultérieurs sur lequel nous travaillons. Nous sommes en discussion afin d'obtenir un financement de redémarrage des opérations, incluant la conformisation du site. Étant donné que certain de ces financements sont relié à l'obtention de nos certificats d'autorisation, nous devons redoubler d'ardeur à rechercher des sources financières afin que l'exécution des travaux environnementaux se poursuivent dans les délais prévus.

Afin d'accélérer nos travaux environnementaux, nous pouvons vous proposer de soumettre des échéanciers de conformité relatif au financement et l'émission de nos certificats d'autorisation, et garantir que l'usine ne sera démarré que lorsque nous obtiendrons 100% de conformité environnemental sur notre site comme alternative à un arrêt complet des activités de redémarrage jusqu'à ce que nous obtenons tous nos certificats d'autorisation.

Espérant-le tout à votre entière satisfaction, veuillez recevoir, mes sincères salutations.



David Swisher
Vice-Pésident Opération, Mine Lamaque
Century Mining Corp.

Appendix “3”

See Attached.

RECOMMANDÉ

Le 5 novembre 2009

Madame Margaret M. Kent
Chairman, President & CEO
Century Mining Corporation
441 Peace Portal Drive
Blaine WA 98230

Madame,

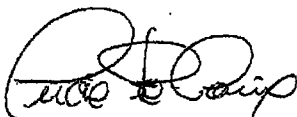
J'accuse réception de votre lettre du 2 novembre courant en réponse à la lettre de madame Johanne Cyr, directrice de la Restauration des sites miniers, datée du 9 octobre.

Vous ne donnez aucunement suite aux demandes de M^{me} Cyr.

En conséquence, nous n'avons d'autre choix que d'entamer les procédures de suspension de vos concessions minières, en vertu de l'article 278 de la Loi sur les mines. Vous recevrez sous peu un projet de décision en ce sens.

Je vous prie d'agréer, Madame, l'expression de mes sentiments les meilleurs.

La directrice générale,



Lucie Ste-Croix

LSC/ad

FREE TRANSLATION

Mrs Kent,

I acknowledge receipt of your letter dated November 2, 2009. Your letter is in response to the letter sent by Mrs Johanne Cyr, director of mine site rehabilitation, dated October 9, 2009.

You have taken no action concerning Mrs Cyr's letter.

Consequently, we have no other choice than to initiate the procedure to suspend your mining concessions, according to section 278 of the Mining Act. You will receive shortly a decision project regarding this.

Le 15 décembre 2009

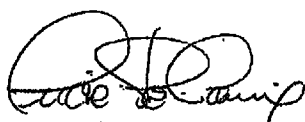
Monsieur Hugh Blakely
Directeur financier
Century Mining Corporation
441, Peace Portal Drive
Blaine, Washington 98230
ÉTATS-UNIS

Monsieur,

Le ministère des Ressources naturelles et de la Faune vous confirme que les procédures de suspension en cours visant des titres miniers détenus par Century Mining Corporation pour le site Sigma-Lamaque seront abandonnées dès que la garantie financière de 3.5 M\$ aura été versée en totalité.

Je vous prie d'agréer, Monsieur, l'expression de mes sentiments les meilleurs.

La directrice générale,



Lucie Ste-Croix

SCHEDULE "J"

INSURANCE

(A) Insurance Required by Section 1(n)(i)

"Directors' & Officers" Liability insurance in an amount of not less than \$20,000,000 for any one occurrence or in the aggregate.

(B) Insurance Required by Section 11(1)(n)(ii)

See attached.

(C) Insurance Required by Section 11(1)(n)(iii)

1. Property insurance for the full replacement cost of all property, including buildings, contents, improvements and product, and any other pledged assets at or in transit to and from the site covering "all risks" of physical loss or damage, sewer back up, earthquake, flood or collapse and the resultant loss of income, or delayed income and extra expense in the event of an insured loss.
2. Boiler & Machinery insurance for the full replacement cost of all electrical and mechanical equipment and resultant loss of income or delayed income and extra expense in the event of an insured loss.
3. General liability in an amount of not less than \$20,000,000 per occurrence and in the aggregate with respect to all third party losses, which may be written in primary and excess layers.
4. Automobile liability insurance on all owned, leased or rented vehicles with a limit of liability of not less than \$2,000,000 any one loss or in the aggregate.
5. "Directors' & Officers" Liability insurance in an amount of not less than \$20,000,000 for any one occurrence or in the aggregate.
6. Crime insurance with a limit of not less than \$1,000,000 per occurrence and in the aggregate.
7. Marine or air cargo insurance, where applicable, covering the full value of product transported.
8. Such other insurance as the Lender may reasonably require and in accordance with that which prudent owners of similar properties in the Province of Québec would purchase and maintain, or cause to be purchased and maintained.

All policies to be with insurers licensed to operate in the Province of Québec and rated by A.M. Best with a claims payable ability of not less than "A-", and with terms and conditions and generally otherwise reasonably acceptable to the Seller, and in accordance with those which a prudent owner of a similar property would insure, or cause to be insured in the Province of

Québec. Policy 1 and 2 above shall show the Buyer as Mortgagee and Loss Payee, policy 3 shall show the Seller as an additional insured arising from the operations of the named insured.

The Seller shall provide satisfactory evidence of such insurance prior to release of funds by the Buyer, and 3 days prior to expiry of each policy of insurance thereafter, with not less than 60 days prior written notice of cancellation or adverse material change, failing which Buyer may, but shall not be obligated to, arrange appropriate insurance at the sole cost of the Seller, including any costs incurred by the Seller.

CERTIFICATE OF INSURANCE					DATE (MM/DD/YY) December 8, 2009	
BROKER Assurance Aubin Insurance Brokers Ltd. 1020 Front Street, Box 820, Hearst, ON P0L 1N0			This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.			
INSURED'S FULL NAME AND MAILING ADDRESS Century Mining Corporation & Century Mining (U.S.A.) Corporation & 8275044 Canada Inc. & 8275081 Canada Inc. & Century Mining Finance Corp. & Century Mining Peru SAC & Lamaque Mining Corporation & San Juan Gold Mines SAA &/or their subsidiary, affiliated &/or controlled companies			COMPANY LLOYDS OF LONDON A COMPANY B			
COVERAGES This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (Canadian dollars unless indicated otherwise)	
A	GENERAL LIABILITY	701/C0068821	07/31/09	07/31/20	EACH OCCURRENCE	\$ 20,000,000
	☒ COMMERCIAL GENERAL LIABILITY					
	☒ OCCURRENCE					
	AUTOMOBILE LIABILITY	Not applicable			BODILY INJURY & PROPERTY DAMAGE COMBINED	\$
	☐ DESCRIBED AUTOS				COLLISION DEDUCTIBLE	\$
	☐ ALL OWNED AUTOS				COMPREHENSIVE DEDUCTIBLE	\$
	☐ LEASED AUTOS				ALL PERILS DEDUCTIBLE	\$
	EXCESS/UMBRELLA	Not applicable			EACH OCCURRENCE	\$
	☐ UMBRELLA FORM				AGGREGATE	\$
	☐ OTHER THAN UMBRELLA FORM				RETAINED LIMIT	\$
Additional Insured It is hereby understood and agreed that Deutsche Bank AG, London Branch is added as Additional Insured and subject to non-violation clause.			DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS Evidence of Insurance			
CERTIFICATE HOLDER Deutsche Bank AG, London Branch			CANCELLATION Should any of the above described policies be cancelled before the Expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. AUTHORIZED REPRESENTATIVE  ASSURANCE AUBIN INSURANCE BROKERS LTD.			

MEMORANDUM OF PROVISIONAL INSURANCE

INSURED: Century Mining Corporation & Century Mining (U.S.A.) Corporation & 6275044 Canada Inc. & 6275061 Canada Inc. & Century Mining Finance Corp. & Century Mining Peru SAC & Lamaque Mining Corporation & San Juan Gold Mines SAA
&/or their subsidiary, affiliated &/or controlled companies including co-venturers of a joint venture for which the First Named Insured is the operator &/or others for which the First Named Insured is contractually responsible to provide insurance for &/or for which they have insurable interest &/or have agreed to insure, all as now exists or may hereafter be constituted or acquired.

REGISTERED OFFICE: BCE Place, Suite 2500, 181 Bay Street, Toronto, ON M5J 2T7

MANAGEMENT OFFICE: 441 Peace Portal Drive, Blaine Washington, USA 98230

INSURED LOCATION: Lamaque Mine Complex - Val d'Or, Quebec

EFFECTIVE DATE: October 5, 2009 at 12:01 a.m.

EXPIRY DATE: October 5, 2010 at 12:01 a.m.

POLICY(S) DETAILS:

POLICY TYPE	INSURER	PARTICIPATION LIMITS	INSURER'S BINDER, DRAFT WORDING & SIGNED AUTHORIZATION
Property & Equipment	Lumbermen's Underwriting Alliance	\$10,000,000.	As per attachments forming part of this document
	Allianz Global Risks	\$25,000,000	
	GCAN Insurance	\$20,000,000	
	Total Participation	\$55,000,000	

COVERAGE(s): As per attachments forming part of this document

ADDITIONAL INSURED
LOSS PAYEE Deutsche Bank AG, London Branch, subject to non-valuation clause

BINDING CONDITIONS The following Recommendations listed below are required to be completed or addressed by the insured within 30 days of binding this risk.
Minor
2009-1 Consideration should be given to provide sprinkler protection to 100% of the mill.
Minor
2009-2 The portable propane heater in the back generator semi should be removed.
2009-3 a) The electrical transformer near the ventilation shaft should be supported by a concrete pad or steel saddles,
b) Vegetation growing around the transformers should be removed

BROKER: Assurance Aubin Insurance Brokers Ltd.
1020 Front Street, Box 820, Hearst, ON P0L 1N0
DATE OF ISSUANCE December 8, 2009

AUTHORIZED SIGNATURE & STAMP


ASSURANCE AUBIN INSURANCE BROKERS LTD.
THIS POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE.

¹ This document is evidence that insurance described above has been effected, against which Underwriters Certificates or Policies will be issued. Immediate advice must be given of any discrepancies, inaccuracies or necessary changes. The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy which, when delivered, replaces this document.

This is a summary outline of coverage for information only. In all cases the actual policy contract wordings, conditions, limitations, provisions, definitions and exclusions shall apply.
Century Mining Corporation December 8, 2009 (Replaces Binder Issued November 9, 2008)

CENTURY MINING CORPORATION

PROPERTY DIRECT DAMAGE

<u>Location - 0001 - Sigma Mine Complex, Val d'Or, Quebec</u>				
Coverages Provided	Amounts of Insurance	Valuation	Co-Insurance	Deductible
Buildings & Equipment	\$54,923,200	Replacement Cost	90%	\$500,000
Mobile Equipment Blanket	\$1,696,000	As per wording	None	\$50,000
Property in Transit	\$500,000	As per wording		500,000
Valuable Papers	\$100,000	As per wording		500,000
Accounts Receivable	\$100,000	As per wording		500,000

<u>Location - 0002 - 380 Domaine des Suissons, Dubouillon, Quebec J9P 4N7</u>				
Coverages Provided	Amounts of Insurance	Valuation	Co-Insurance	Deductible
Buildings & Equipment	\$800,000		90%	\$500,000

<u>Location - 0003 - Unnamed Locations</u>				
Coverages Provided	Amounts of Insurance	Valuation	Co-Insurance	Deductible
Equipment	\$250,000		90%	\$500,000

POLICY COVERAGE

Broad Form, subject to policy exclusions
 Flood & Earthquake applicable to Buildings and Equipment
 Earthquake Deductible - 5% of the Total Insured Values

EXCLUSIONS, but not limited to:

Dam / Dike
 Gold and/or Stock in Gold or Stock-in-Progress in Gold
 Location at 441 Peace Portal Drive, Blaine Washington
 Terrorism Exclusion
 Fungi Exclusion
 Cyber Virus / Electronic Data Recognition Exclusion
 War Exclusion
 Nuclear / Radioactivity Exclusion
 Pollution and Contamination Exclusion
 Overhead Transmission and Distribution Lines Exclusion

Loss, if any, under this policy shall be adjusted with the Insured but payable as their interest may appear to the Insured and:

Aller Moneta, 60 Lakefront Boulevard, Suite 208, Buffalo, NY 14202

GE VFS Canada Limited Partnership

Mobile Equipment
 2006 Komatsu PC 750 with bucket, s/n 20079
 2006 Cubex Drill, s/n 10157
 Applies to Mine Dry - Building No. 1k

This is a summary outline of coverage for information only. In all cases the actual policy contract wordings, conditions, limitations, provisions, definitions and exclusions shall apply.
 Century Mining Corporation December 8, 2009 (Replaces Binder issued November 9, 2009)

Page 2 of 5

Breakdown:

Location #0001	Address	Sigma Mine Complex, Val d'Or, Quebec
a	Occupancy	Equipment Wash, Repair Shop, Welding Shop, Offices
	Building	\$750,000
b	Occupancy	Jaw Crusher
	Building	\$100,000
c	Occupancy	Ball Mill, Rod Mill, Refinery, Carpenters Shop, Cold Storage
	Building	\$2,000,000
d	Occupancy	Security
	Building	\$50,000
e	Occupancy	Miscellaneous Storage
	Building	\$25,000
f	Occupancy	Storage & Electrical
	Building	\$100,000
g	Occupancy	Cold Storage
	Building	\$30,000
h	Occupancy	Cold Storage
	Building	\$45,000
i	Occupancy	Cold Storage
	Building	\$45,000
j	Occupancy	Magazine
	Building	\$25,000
k	Occupancy	Mine Dry
	Building	\$350,200

Leased from GIE VFS Canada Limited Partnership

This is a summary outline of coverage for information only. In all cases the actual policy contract wordings, conditions, limitations, provisions, definitions and exclusions shall apply.

Location #0002	Address	350 Domaine des Bulsons Dubuisson (Val d'Or) Quebec J9P 4N7	
	Occupancy	Residential Dwelling	
		Building	\$650,000
		Contents	\$250,000

Location #0003	Address	Unnamed Locations	
		Equipment	\$250,000

CENTURY MINING CORPORATION

SURFACE MOBILE EQUIPMENT SUMMARY

SCHEDULE	CLIENT REF #	EQUIPMENT DESCRIPTION (Deductible - 10% / \$50,000 minimum)		LIMIT (CDN)
		YEAR AND MODEL	SERIAL NUMBER	
DRILLS - added Oct 9, 2009		2008 Cubex Drill Model CQR320 Magnetic surface Rig (Alter Moneta - C085287A-001)	10157	\$500,000
GRADERS		2004 Volvo Grader	Mobile 03740, s/n 0240	\$ 153,000
EXCAVATORS				
	409	2008 Komatsu PC 750 with bucket -(Alter Moneta - C085287A-002)	30079	800,000
TRUCKS				
		2002 Autabus Marquis Chevy - 21 passenger - not for road use - used to transport employees from dry to underground	1GBHGS1FX1229824	23,000
		1998 Autabus Marquis Chevy - 21 passenger - not for road use - used to transport employees from dry to underground	1GBHGS1FX1063271	10,000
		TOTAL		\$1,186,000

Additional Insured and Loss Payee - Alter Moneta Corporation - 50 Lakeshore Blvd, Suite 208, Buffalo, NY 14202

MINE UNDERGROUND EQUIPMENT SUMMARY (LAMAQUE MINE, QUEBEC)

SCHEDULE	CLIENT REF #	EQUIPMENT DESCRIPTION (Deductible - 10% / \$50,000 minimum)		LIMIT (CDN)
		YEAR AND MODEL	SERIAL NUMBER	
SCOOP TRAMS				
	60301	1995 Dautz MTI 250 M Scoop Tram 2.5 yd, Model 250M	8049173	110,000
	60302	1982 Caterpillar Elcom P13 Scoop Tram 3.5 yd - Model 913	2B17951	80,000
	60304	1998 Dautz MTI 250M Scoop Tram 2.5 yd - Model 250M	8480323	110,000
JUMBOS				
	60401	1984 MTI Single Boom Jumbo Model CDJ114N	33246	115,000
	1984	Tamrock HS 205 2 Boom Jumbo - Model HS205	6502877	155,000
TRUCKS				
		2008 DUX DT-12 Truck		215,000
		2008 DUX DT-12 Truck		215,000
MISCELLANEOUS				
		TOTAL		1,810,000

SCHEDULE "K"

DEBT

1. Contractual obligation to GE Capital secured by the Mine Dry(s) at the Lamaque project. Total obligation outstanding at December 15, 2009 is approximately \$430,000 including interest.
2. Contractual payment obligations to Sandvik for the settlement with respect to the Sigma open pit mine drill leases. Agreed payout amount is \$756,000 including interest, to be paid in installments through January 2011.
3. Contractual payment obligation to Alter Moneta Corporation with respect to the leases of two drills and two excavators utilized at the Sigma open pit mine. Total obligation outstanding is approximately \$2,300,000, of which \$500,000 will be paid on the Effective Date and the balance in installments.
4. Contractual obligation to pay CSST quarterly payments of \$125,000 until the debt is extinguished. Total amount owing is approximately \$2,000,000.
5. Outstanding obligation to Revenu Quebec. Amount outstanding is approximately \$1,600,000 of which approximately \$800,000 will be paid on the Effective Date and the remainder will be paid in installments.
6. Outstanding obligation to Imperial Oil. Amount outstanding is approximately \$277,676 of which a payment of approximately \$102,676 will be made no later than December 31, 2009 and the balance will be made in five equal payments of \$35,000 starting on January 31, 2009.

SCHEDULE "L"

IRREVOCABLE DIRECTION

See Attached.

[ON CENTURY MINING LETTERHEAD]

To:

Johnson Matthey Limited
130 Glidden Road
Brampton
Ontario
L6W 3M8
Canada

To:

Century Mining Peru S.A.C
441 Peace Portal Drive
Blaine, WA 98230
USA

Copy to:

Deutsche Bank AG, London Branch
Winchester House
1 Great Winchester Street
London EC2N 2DB
United Kingdom

Dear Sirs

Re: Irrevocable transfer instruction

Century Mining Corporation hereby confirms to Johnson Matthey Limited that it is obligated to transfer to Deutsche Bank AG, London Branch two hundred ounces in each of January, February, March, April and May 2010 respectively. Accordingly, Century Mining Corporation hereby irrevocably instructs Johnson Matthey Limited that on each occasion on which gold is credited by Johnson Matthey Limited to the Century Mining Corporation account (Account number: 1625) in any of January, February, March, April and May 2010 respectively, that Johnson Matthey Limited is to immediately transfer such gold to Deutsche Bank AG, London Branch's account with Johnson Matthey (Account number: 2352), provided that such irrevocable instruction to transfer shall only apply with respect to the first two hundred ounces credited to Century Mining Corporation's account with Johnson Matthey Limited in each of the aforementioned calendar months and therefore, shall not apply with respect to any gold credited by Johnson Matthey Limited to Century Mining

Corporation's account in any calendar month after two hundred ounces have been transferred to Deutsche Bank AG, London Branch's account during that calendar month.

Century Mining Corporation hereby agrees that this transfer instruction may not be withdrawn without the prior written consent of Deutsche Bank AG, London Branch and Johnson Matthey Limited hereby acknowledges such restriction. Further, Century Mining Peru S.A.C. hereby acknowledges and agrees with and/or consents to such irrevocable transfer instruction.

Century Mining Corporation hereby agrees that in the event that a refining agreement or other contractual documentation for the transfer of gold ounces to Deutsche Bank AG, London Branch has not been executed by, inter alios, Johnson Matthey Limited, Century Mining Corporation and Deutsche Bank AG, London Branch on or prior to the end of April 2010, then Century Mining Corporation shall issue a second irrevocable transfer instruction with regard to the transfer of gold ounces to Deutsche Bank AG, London Branch for such period that occurs after the end of May 2010 as Century Mining Corporation and Deutsche Bank AG, London Branch may agree.

This irrevocable transfer instruction shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable thereto.

[Signature pages to follow]

For and on behalf of:

CENTURY MINING CORPORATION

By: _____
Name:
Title:

By: _____
Name:
Title:

Agreed and acknowledged by:

**DEUTSCHE BANK AG,
LONDON BRANCH**

By: _____
Name:
Title:

By: _____
Name:
Title:

Agreed and acknowledged by:

CENTURY MINING PERU S.A.C.

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE "M"

PRICING AMENDMENT AGREEMENT

See Attached.

AMENDMENT AGREEMENT

AMENDMENT AGREEMENT (this “Amendment Agreement”), dated as of ♦, between **CENTURY MINING CORPORATION** as Seller and **DEUTSCHE BANK AG** as Buyer. All capitalized terms used herein and not otherwise defined shall have the respective meanings provided in the Gold Purchase Agreement referred to below.

W I T N E S S E T H:

WHEREAS, Seller and Buyer are parties to that certain Forward Gold Purchase Agreement dated as of December ♦, 2009 (the “Gold Purchase Agreement”);

WHEREAS, pursuant to Section 3(p) of the Gold Purchase Agreement, a condition precedent to the obligations of the Buyer to purchase Gold and to pay the purchase price therefore pursuant to the Gold Purchase Agreement is that the Buyer and the Seller have entered into an amendment to the Gold Purchase Agreement with respect to certain economic terms thereof; and

WHEREAS, Buyer and Seller have agreed to certain terms and conditions regarding the pricing of the transaction contemplated by the Gold Purchase Agreement, and Buyer and Seller wish to amend the Gold Purchase Agreement accordingly in order to satisfy the condition precedent set forth in Section 3(p) of the Gold Purchase Agreement;

NOW, THEREFORE, it is agreed:

1. The following provisions of the Gold Purchase Agreement are hereby amended as follows:

a. The definition of “Contract Quantity” as set forth in the Gold Purchase Agreement is hereby deleted and replaced in its entirety with the following:

“**Contract Quantity**” means ♦ Ounces of Gold;”

b. The definition of “Maximum Gold Price” as set forth in the Gold Purchase Agreement is hereby deleted and replaced in its entirety with the following:

“**Maximum Gold Price**” means US \$♦ per Ounce;”

c. The definition of “Minimum Gold Price” as set forth in the Gold Purchase Agreement is hereby deleted and replaced in its entirety with the following:

“**Minimum Gold Price**” means US \$♦ per Ounce;”

d. The definition of “Scheduled Monthly Quantity” as set forth in the Gold Purchase Agreement is hereby deleted and replaced in its entirety with the following:

“**Scheduled Monthly Quantity**” means: (i) for Monthly Delivery Dates falling in the months of January 2010 to May 2010, inclusive, ♦ Ounces of Gold per Monthly Delivery Date; (ii) for Monthly Delivery Dates falling in the months of June 2010 to May 2012, inclusive, ♦ Ounces of Gold per Monthly Delivery Date; and (iii) for Monthly Delivery Dates falling in the months of June 2012 to December 2014 inclusive, ♦ Ounces of Gold per Monthly Delivery Date; Any portion of the Contract Quantity not otherwise required to be delivered hereunder shall be Delivered on the Monthly Delivery Date occurring in the month of December 2014.”

2. This Amendment Agreement is limited as specified and shall not constitute a modification, acceptance or waiver of any provision of the Gold Purchase Agreement except as expressly provided for herein.

3. This Amendment Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A complete set of executed counterparts shall be lodged with Buyer and Seller.

4. This Forward Gold Purchase Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Seller irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of Ontario, in any action or proceeding arising out of or relating to this Forward Gold Purchase Agreement or any other Transaction Document, or for recognition or enforcement of any judgment, and each of the Parties irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each Party hereby irrevocably waives, to the fullest extent it may effectively do so, the defence of inconvenient forum to the maintenance of such action or proceeding. Each of the Parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgement or in any other manner provided by law. Nothing in this Forward Gold Purchase Agreement or in any other Transaction Document shall affect any right that the Buyer may otherwise have to bring any action or proceeding relating to this Forward Gold Purchase Agreement or any other Transaction Document against the Seller or its properties in the courts of any other jurisdiction.

5. This Amendment Agreement shall become effective on the date when Party A and Party B shall have signed a copy hereof (whether the same or different copies) and delivered (including by way of telecopier) the same to each other.

6. Effectiveness of this Amendment Agreement satisfies the condition precedent set forth in Section 3(p) of the Gold Forward Agreement. All references to the Gold Forward Agreement from and after the date hereof shall be deemed to be references to the Gold Forward Agreement as amended hereby.

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Amendment Agreement to be duly executed and delivered as of the date first above written.

CENTURY MINING CORPORATION

DEUTSCHE BANK AG, LONDON
BRANCH

By: _____

Name:

Title:

By: _____

Name:

Title:

By: _____

Name:

Title: