

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF JAGUAR MINING INC.

Applicant

**MOTION RECORD
(Re: Stay Extension)
(returnable January 14, 2014)**

January 8, 2014

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower
Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

Tony Reyes LS#: 28218V
Tel: 416.216.4825
Email: tony.reyes@nortonrosefulbright.com

Evan Cobb LS#: 55787N
Tel: 416.216.1929
Email: evan.cobb@nortonrosefulbright.com

Fax: 416.216.3930

Lawyers for the Applicant,
Jaguar Mining Inc.

**ONTARIO
SUPERIOR COURT OF JUSTICE
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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Tab 1

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JAGUAR MINING INC.

Applicant

**NOTICE OF MOTION
(Stay Extension)
(Returnable: January 14, 2014)**

JAGUAR MINING INC. ("**Applicant**") will make a motion to a judge presiding over the Commercial List on Tuesday, January 14, 2014, at 10:00 am, or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION IS FOR:

1. An Order in the form of a draft order included in the Applicant's Motion Record that, among other things:
 - (a) if necessary, abridges and validates the time for service of the Notice of Motion and Motion Record in respect of this motion and the First Report of the Monitor, FTI Consulting Canada Inc. (the "**Monitor**"), to be served (the "**First Report**"), and dispenses with further service thereof;
 - (b) extends the Stay Period, as such term is defined in the initial order granted by this Court on December 23, 2013 (the "**Initial Order**"), up to and including February 28, 2014;

- (c) such other relief as counsel for the Applicant may request and this Court deems fit.

2. THE GROUNDS FOR THE MOTION ARE:

- (a) since the issuance of the Initial Order, the Applicant has continued to work in good faith and with due diligence to complete its proposed recapitalization transaction (the "**Recapitalization**");
- (b) the Applicant requires more time to complete the Recapitalization on the timeline established under prior Orders of this Court;
- (c) the Applicant is working toward completion of the Recapitalization by mid-February 2014;
- (d) the Applicant has sufficient resources to meet its post-filing obligations during the extension of the Stay Period;
- (e) the Monitor and key stakeholders support the requested extension of the Stay Period; and
- (f) such further and other grounds as counsel for the Applicant may advise and this Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

- (a) the Affidavit of T. Douglas Willock, sworn January 8, 2014, including the exhibits thereto;
- (b) the First Report, to be filed; and
- (c) such further and other material as counsel for the Applicant may advise and this Court may permit.

January 8, 2014

NORTON ROSE FULBRIGHT CANADA LLP

Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

Tony Reyes LSUC#: 28218V

Tel: (416) 216-4825

Email: Tony.Reyes@nortonrosefulbright.com

Evan Cobb LSUC#: 55787N

Tel: (416) 216-1929

Email: Evan.Cobb@nortonrosefulbright.com

Fax: (416) 216-3930

Lawyers for the Applicant, Jaguar Mining Inc.

TO THE ATTACHED SERVICE LIST

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS
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AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JAGUAR MINING INC.

Applicant

Service List
(as at December 23, 2013)

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower
Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4

Tony Reyes
Tel: 416.216.4825
Email: tony.reyes@nortonrosefulbright.com

Evan Cobb
Tel: 416.216.1929
Email: evan.cobb@nortonrosefulbright.com

Counsel for the Applicant, Jaguar Mining Inc.

FTI Consulting Canada Inc.
79 Wellington St. W.
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

Greg Watson
Tel: 416.649.8100
E-mail: greg.watson@fticonsulting.com

Jodi Porepa
Tel: 416.649.8070
E-mail: jodi.porepa@fticonsulting.com

Monitor

Osler Hoskin & Harcourt LLP

100 King Street West
1 First Canadian Place
Suite 4600, P.O. Box 50
Toronto ON M5X 1B8

Marc Wasserman

Tel: 416.862.4908
E-mail: mwasserman@osler.com

Michael De Lellis

Tel: 416.862.5997
E-mail: mdelellis@osler.com

Counsel for FTI Consulting Canada Inc., as Monitor

Goodmans LLP

Bay Adelaide Centre
Suite 3400
333 Bay Street
Toronto, Ontario M5H 2S7

Robert Chadwick

Tel: 416.597.4285
E-mail: rchadwick@goodmans.ca

Melaney Wagner

Tel: 416.597.4258
E-mail: mwagner@goodmans.ca

Caroline Descours

Tel: 416.597.6275
E-mail: cdescours@goodmans.ca

Counsel for the Ad Hoc Committee of Holders of 5.5% Convertible Notes and 4.5% Convertible Notes

Davies Ward Phillips & Vineberg LLP

155 Wellington Street West
Toronto, ON M5V 3J7

Robin Schwill

Tel: 416.863.5502
Email: rschwill@dwpv.com

Counsel to the Special Committee of the Board of Directors

Bennett Jones LLP

3400 One First Canadian Place
P.O. Box 130
Toronto, Ontario M5X 1A4

Jeff Leon

Tel: 416.777.7472

E-mail: leoni@bennettjones.com

Sean Zweig

Tel: 416.777.6254

E-mail: zweigs@bennettjones.com

Counsel for The Bank of New York Mellon and BNY Trust Company of Canada, as co-trustees under the indentures governing the 4.5% Convertible Notes and the 5.5% Convertible Notes

Cassels Brock & Blackwell LLP

Suite 2100, Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

Joseph Bellissimo

Tel: 416 860 6572

E-mail: jbellissimo@casselsbrock.com

Counsel for Global Resource Fund

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
JAGUAR MINING INC.

Court File No: CV-13-10383-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

NOTICE OF MOTION

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

Tony Reyes LSUC#: 28218V
Tel: 416.216.4825
Email: tony.reyes@nortonrosefulbright.com

Evan Cobb LSUC#: 55787N
Tel: 416.216.1929
Email: evan.cobb@nortonrosefulbright.com

Fax: 416.216.3930

Lawyers for the Applicant,
Jaguar Mining Inc.

Tab 2

Court File No. CV-13-10383-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JAGUAR MINING INC.

Applicant

**AFFIDAVIT OF T. DOUGLAS WILLOCK
(sworn January 8, 2014)**

I, **T. DOUGLAS WILLOCK**, of the City of Toronto, MAKE OATH AND SAY:

1. I am the Chief Financial Officer of Jaguar Mining Inc. ("**Jaguar**" or the "**Applicant**"). I have held that position since January 10, 2013. As such, I have personal knowledge of the matters to which I hereinafter depose, except where otherwise stated. In preparing this affidavit I have also consulted, where necessary, with other members of Jaguar's management team or the management teams of its wholly-owned subsidiaries (together with Jaguar, the "**Jaguar Group**"). Where I have relied upon other sources of information, I have stated the source of that information and believe such information to be true.

2. I swear this affidavit in support of a motion by Jaguar for an Order pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") to, among other things, extend the Stay Period (as such term is defined in the Initial Order of this Court dated December 23, 2013) to February 28, 2014.

Background

3. On December 23, 2013, the Applicant sought and obtained an Initial Order, a Claims Procedure Order and a Meeting Order in these proceedings. Copies of the Initial Order, the Claims Procedure Order and the Meeting Order (in each case without schedules) are attached hereto as Exhibits "A", "B" and "C", respectively.

4. The principal objective of these proceedings is to effect a recapitalization and financing transaction (the "**Recapitalization**") on an expedited basis to provide a stronger financial foundation for the Jaguar Group going forward and additional liquidity to allow the Jaguar Group to continue to work towards its operational and financial goals. The Recapitalization is supported, subject to certain conditions, by beneficial holders of approximately 93% of the outstanding principal value of the Notes (as defined below) (the "**Consenting Noteholders**"), including an ad hoc committee of holders of the Notes (the "**Ad Hoc Committee of Noteholders**").

5. Jaguar must complete the Recapitalization as soon as reasonably possible to avoid a liquidity crisis that is foreseeable in the very near future and to resolve outstanding obligations under the 4.5% unsecured convertible notes due November 1, 2014 and the 5.5% unsecured convertible notes due March 31, 2016 (collectively, the "**Notes**"). The Notes are Jaguar's primary unsecured liability. Jaguar is a holding company with no active business operations and, as such, its other unsecured liabilities are limited and identifiable.

6. The Recapitalization would result in a reduction of over \$268 million of debt, through the exchange of the Notes for equity, and new liquidity upon exit of approximately \$50 million.

7. The Meeting Order previously granted by the Court contemplates a meeting of the affected unsecured creditors of Jaguar to vote upon the Recapitalization on January 28, 2014. The Stay Period in the Initial Order expires on January 22, 2014.

Progress Since The Initial Order

8. Since the issuance of the Initial Order, the Jaguar Group has continued to operate in the ordinary course. The Applicant has operated within its cash flow forecast (as last filed with the Court on December 23, 2013) and has honoured its post-filing financial commitments as they become due.

9. The Applicant has operated in compliance with the Initial Order, the Meeting Order and the Claims Procedure Order and has worked cooperatively with the Monitor throughout this period.

10. As required by the Meeting Order:

- (a) the Applicant has scheduled the meeting of its affected unsecured creditors to vote upon the Recapitalization on January 28, 2014;
- (b) the Information Package (as such term is defined in the Meeting Order) has been distributed in accordance with the terms of the Meeting Order;
- (c) notices have been published in the Globe and Mail (National Edition) on December 31, 2013 and January 7, 2014 and in the Wall Street Journal on December 30, 2013 and January 6, 2014. Copies of those notices are attached hereto as Exhibits "D", "E", "F" and "G"; and
- (d) the Applicant has worked with the Monitor, the Ad Hoc Committee of Noteholders and the indenture trustee for the Notes to determine the allowed claim under the Notes for voting and distribution purposes.

11. The Applicant has continued to keep key stakeholders apprised of developments in these proceedings. Discussions between the Applicant and its senior secured lender, Global Resource Fund, regarding the Recapitalization have continued and the Applicant has continued to comply with its ongoing obligations under its senior secured credit facility with Global Resource Fund.

12. I am advised by the Monitor that the Monitor has reached out by telephone and email to counsel to Daniel Titcomb, the former chief executive officer of Jaguar, and certain other associated parties who are currently plaintiffs in a lawsuit against Jaguar (among others) that was commenced in the United States Federal Court, and the Monitor has provided such parties with materials relating to this CCAA proceeding.

13. I am advised by McLane, Graf, Raulerson & Middleton, counsel to Jaguar in the foregoing litigation, that on December 30, 2013 the plaintiffs sought and obtained an order granting a stay of that litigation in view of the commencement of this CCAA proceeding. A copy of the plaintiffs' motion for a stay is attached hereto as Exhibit "H".

Request for a Stay Extension

14. The Applicant requires more time to complete the Recapitalization on the timeline established under the Claims Procedure Order and the Meeting Order. In particular, the Applicant must:

- (a) complete discussions with the Toronto Stock Exchange and the TSX Venture Exchange regarding the continued listing of the common shares of Jaguar upon the implementation of the Recapitalization;
- (b) review claims that may be filed in accordance with the Claims Procedure Order on or before the prescribed bar date of January 22, 2014;

- (c) hold the meeting of its affected unsecured creditors to vote upon the Recapitalization, in accordance with the Meeting Order, which meeting is currently scheduled for January 28, 2014;
- (d) seek this Court's approval of the Recapitalization; and
- (e) implement the Recapitalization, including completing all necessary steps to implement the share offering contemplated by the Recapitalization.

15. Since the issuance of the Initial Order, the Applicant has continued to work in good faith and with due diligence to complete the Recapitalization.

16. The Applicant is requesting an extension of the Stay Period to and including February 28, 2014. As indicated in its application materials, the Support Agreement with the Consenting Noteholders contains an outside date of February 28, 2014 for completion of the Recapitalization. The Applicant currently expects to complete the Recapitalization by that date and is working toward a completion date by mid-February 2014.

17. The Applicant, with the assistance of the Monitor, has prepared an updated cash flow forecast for the period between January 13, 2013 and February 28, 2014 (the "**Updated Cash Flow Statement**"), which covers the requested extension of the Stay Period. I understand that the Updated Cash Flow Statement will be attached as an appendix to the Monitor's first report to be served in connection with this motion.

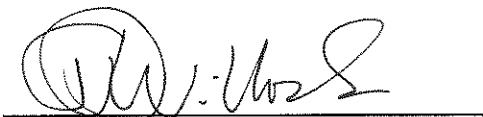
18. The Updated Cash Flow Statement shows that the Applicant has sufficient resources to meet its post-filing obligations during the extension of the Stay Period. Jaguar will continue to monitor its liquidity closely and has commenced a review of potential interim financing options in case interim financing becomes necessary.

19. I am advised that the Monitor and the Ad Hoc Committee of Noteholders support the requested extension of the Stay Period.

SWORN BEFORE ME at the City of Toronto, Province of Ontario, on January 8, 2014.



Commissioner for Taking Affidavits



T. DOUGLAS WILLOCK

Exhibit A

Court File No.

CV-13-10383-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) MONDAY, THE 23RD
JUSTICE MORAWETZ) DAY OF DECEMBER, 2013

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

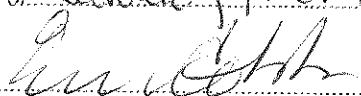
AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JAGUAR MINING INC.

Applicant

INITIAL ORDER

THIS APPLICATION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of David M. Petroff sworn December 23, 2013 and the Exhibits thereto (the "**Petroff Affidavit**"), the Pre-Filing Report of FTI Consulting Canada Inc. in its capacity as the Proposed Monitor (as defined in the Petroff Affidavit), dated December 21, 2013, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, FTI Consulting Canada Inc., as Proposed Monitor, the Ad Hoc Committee (as defined in the Petroff Affidavit), and Global Resource Fund, no one appearing for any other person although duly served as appears from the affidavit of service of Evan Cobb sworn December 23, 2013 and on reading the consent of FTI Consulting Canada Inc. to act as the Monitor (in such capacity, the "**Monitor**"),

This is Exhibit A referred to in the
affidavit of T. Douglas Willock
sworn before me, this 8th
day of January, 2014

A COMMISSIONER FOR TAKING AFFIDAVITS

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "Business") and Property. The Applicant shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, directors, counsel and such other persons, including counsel to the Special Committee (as defined in the Petroff Affidavit) (collectively "Assistants") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. THIS COURT ORDERS that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies

and arrangements; and

- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings or in respect of the Applicant's public listing requirements, at their standard rates and charges.

6. THIS COURT ORDERS that, except as otherwise provided to the contrary herein or in the Support Agreement, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

7. THIS COURT ORDERS that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

8. THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

9. THIS COURT ORDERS that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business. Notwithstanding the foregoing, the Applicant is authorized and directed until further order of this Court to pay any monthly interest amounts that may become due and owing to Global Resource Fund under the Renvest Facility (as such term is defined in the Petroff Affidavit).

RESTRUCTURING

10. THIS COURT ORDERS that the Applicant shall, subject to such requirements as are imposed by the CCAA and the terms of the Support Agreement, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations;

- (b) terminate the employment of such of its employees as it deems appropriate;
- (c) retain a solicitation agent and an election agent (the "Solicitation/Election Agent") and permit it to obtain proxies and/or voting information and subscription election forms from registered and beneficial holders of the Notes (as defined in the Petroff Affidavit) in respect of the Plan and any amendments thereto; and
- (d) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the "Restructuring").

11. THIS COURT ORDERS that the Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

12. THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicant of the basis on which it is taking possession and to gain

possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

SUPPORT AGREEMENT AND BACKSTOP AGREEMENT

13. THIS COURT ORDERS that the Applicant is authorized and empowered to take all steps and actions in respect of, and to comply with all of its obligations pursuant to, the Support Agreement and the Backstop Agreement (each as defined in the Petroff Affidavit) and its various obligations thereunder, and that nothing in this Order shall be construed as waiving or modifying any of the rights, commitments or obligations of Jaguar, its Subsidiaries, the Consenting Noteholders (as defined in the Petroff Affidavit) and the Backstop Parties (as defined in the Petroff Affidavit) under the Support Agreement and the Backstop Agreement, as applicable.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

14. THIS COURT ORDERS that until and including January 22, 2014, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

15. THIS COURT ORDERS that during the Stay Period, no Proceeding shall be commenced or continued: (i) against or in respect of any of the Applicant's direct or indirect subsidiaries (each a "Subsidiary" and, collectively, the "Subsidiaries") with respect to any guarantee, contribution or indemnity obligation, liability or claim in respect of, or that relates to, any agreement involving the Applicant, or the obligations, liabilities and claims of, against or affecting the Applicant or the Business (collectively, the "Applicant Related Liabilities"); (ii) against or in respect of any of a Subsidiary's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Subsidiary Property") with respect to any Applicant Related Liabilities (the matters referred to in (i) and (ii) being, collectively, the "Applicant Related Proceedings Against

Subsidiaries”), except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Applicant Related Proceedings Against Subsidiaries currently under way by any Person are hereby stayed and suspended pending further order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

16. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

17. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any Person against or in respect of any Subsidiary or Subsidiary Property in respect of any Applicant Related Liabilities are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Subsidiary to carry on any business which the Subsidiary is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

18. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

19. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written

agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

20. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

21. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

22. THIS COURT ORDERS that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

23. THIS COURT ORDERS that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Property, which charge shall not exceed an aggregate amount of \$150,000, as security for the indemnity provided in paragraph 22 of this Order. The Directors' Charge shall have the priority set out in paragraphs 37 and 40 herein.

24. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 22 of this Order.

APPOINTMENT OF MONITOR

25. THIS COURT ORDERS that FTI Consulting Canada Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

26. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) advise the Applicant in its preparation of the Applicant's cash flow statements;
- (d) advise the Applicant on any amendments to the Plan;
- (e) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' meetings for voting on the Plan;
- (f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;
- (g) assist the Solicitation/Election Agent to obtain proxies and/or voting information and subscription election forms from registered and beneficial holders of the Notes in respect of the Plan and any amendments thereto;
- (h) assist the Applicant, to the extent required by the Applicant, with its restructuring activities;
- (i) assist the Applicant, to the extent required by the Applicant, with any matters relating to any foreign proceedings commenced in relation to the Applicant, including retaining independent legal counsel, agents, experts, accountants or such other persons as the Monitor deems necessary or advisable respecting the exercise of this power;
- (j) engage in discussions with the Ad Hoc Committee and the Applicant's secured creditors, independent of the Applicant and, to the extent that any written reports with respect to these proceedings are delivered by the Monitor (or its advisors) to the Ad Hoc Committee (or its advisors), copies of those written reports shall be delivered by the Monitor (or its advisors) to Global Resource Fund (or its advisors) as soon as

reasonably practicable following delivery to the Ad Hoc Committee;

- (k) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (l) perform such other duties as are required by this Order or by this Court from time to time.

27. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

28. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property (or any Subsidiary Property) that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property (or any Subsidiary Property) within the meaning of any Environmental Legislation, unless it is actually in possession.

29. THIS COURT ORDERS that the Monitor shall provide any creditor of the Applicant with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is

confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

30. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

31. THIS COURT ORDERS that the Monitor, domestic and foreign counsel to the Monitor, domestic and foreign counsel to the Applicant, counsel to the Special Committee (as defined in the Petroff Affidavit) domestic and foreign counsel to the Ad Hoc Committee and counsel to Global Resource Fund shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to or after the date of this Order, by the Applicant as part of the costs of these proceedings; and (ii) the Financial Advisors (as defined in the Petroff Affidavit) shall be paid their reasonable fees and disbursements, in each case in accordance with the terms of the FA Engagement Letters (as defined in the Petroff Affidavit), whether incurred prior to or after the date of this Order. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, domestic and foreign counsel for the Monitor, domestic and foreign counsel for the Applicant, domestic and foreign counsel for the Ad Hoc Committee and counsel to the Special Committee weekly, or on such basis as otherwise agreed by the Applicant and the applicable payee and, in addition, the Applicant is hereby authorized to pay to the Monitor and counsel for the Monitor retainers in the amounts of \$75,000 and \$40,000, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

32. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

33. THIS COURT ORDERS that the Monitor, domestic and foreign counsel to the Monitor, the Applicant's domestic and foreign counsel, counsel to the Special Committee, domestic and foreign counsel to the Ad Hoc Committee and the Financial Advisors shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which

charge shall not exceed an aggregate amount of \$5,000,000, as security for their professional fees and disbursements incurred at their standard rates and charges, and in the case of the Financial Advisors, professional fees and disbursements incurred pursuant to the terms of the FA Engagement Letters, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall consist of two separate charges (the Primary Administration Charge and the Subordinate Administration Charge (each as defined below)) with the priorities set out in paragraphs 37 and 40 hereof.

APPROVAL OF FINANCIAL ADVISORS' ENGAGEMENT

34. THIS COURT ORDERS that the Applicant is authorized to continue the engagement of the Financial Advisors on the terms and conditions set out in the FA Engagement Letters.

35. THIS COURT ORDERS that the FA Engagement Letters be and are hereby ratified and confirmed and the Applicant is authorized to perform its obligations thereunder.

36. THIS COURT ORDERS that any claims of the Financial Advisors under the FA Engagement Letters shall be treated as unaffected in any Plan.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

37. THIS COURT ORDERS that the priorities of the Directors' Charge, the Primary Administration Charge, the Renvest Security (as defined below) and the Subordinated Administration Charge, as among them, shall be as follows:

First – Administration Charge (to the maximum amount of \$500,000) (the "Primary Administration Charge");

Second - Directors' Charge (to the maximum amount of \$150,000);

Third – Renvest Security; and

Fourth – the Administration Charge (to a maximum of \$4,500,000) (the "Subordinated Administration Charge").

38. THIS COURT ORDERS that notwithstanding anything to the contrary herein, each of the Financial Advisors shall only be entitled to the benefit of the Primary Administration Charge with

respect to their respective monthly work fees as set out in the terms and conditions of their respective FA Engagement Letters.

39. THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge, or the Administration Charge (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

40. THIS COURT ORDERS that each of the Directors' Charge and the Administration Charge (all as constituted and defined herein) shall constitute a charge on the Property and, except as provided in Paragraph 37, with respect to the Subordinated Administration Charge, such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person, with the exception of any Encumbrances ranking in priority to the security granted by the Applicant to secure the obligations under the Renvest Facility prior to the date hereof (the "Renvest Security").

41. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge, the Administration Charge, or the Renvest Security unless the Applicant also obtains the prior written consent of the Monitor, and the beneficiaries of the Directors' Charge and the Administration Charge, and (if such Encumbrances rank in priority to, or *pari passu* with, the Renvest Security) Global Resource Fund, or further Order of this Court.

42. THIS COURT ORDERS that the Directors' Charge and the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with

respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the Applicant pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

43. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.

SERVICE AND NOTICE

44. THIS COURT ORDERS that the Monitor shall (i) as soon as practicable after the granting of this Order, publish in the Globe and Mail (National Edition) and the Wall Street Journal a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder. The list included in subparagraph (C) above shall not include the names, addresses or estimated amounts of the claims of those creditors who are individuals or any personal information in respect of an individual.

45. THIS COURT ORDERS that the Applicant and the Monitor be at liberty to serve this

Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

46. THIS COURT ORDERS that the Applicant, the Monitor, the Ad Hoc Committee, Global Resource Fund and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor may post a copy of any or all such materials on its website at:

<http://cfcanada.fticonsulting.com/jaguar>.

47. THIS COURT ORDERS that all written reports delivered by the Applicant (or its advisors) to the Ad Hoc Committee (or its advisors) with respect to these proceedings shall also be delivered by the Applicant (or its advisors) to Global Resource Fund (or its advisors) as soon as reasonably practicable following delivery to the Ad Hoc Committee.

SEALING OF CONFIDENTIAL EXHIBITS

48. THIS COURT ORDERS that Confidential Exhibits "A" and "B" be and are hereby sealed pending further Order of the Court and shall not form part of the public record.

GENERAL

49. THIS COURT ORDERS that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

50. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

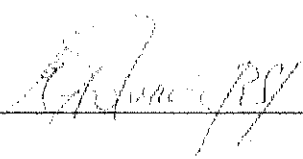
51. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal,

regulatory or administrative body having jurisdiction in Canada, the United States, Brazil or elsewhere to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

52. THIS COURT ORDERS that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

53. THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to the Applicant, the Monitor, Global Resource Fund, the Ad Hoc Committee and any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

54. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.



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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985,
c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF JAGUAR MINING INC.

(Applicant)

Court File No:

C1-13-10383-0000

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

INITIAL ORDER

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

Tony Reyes LSUC#: 28218V
Tel: 416.216.4825
Email: tony.reyes@nortonrosefulbright.com

Evan Cobb LSUC#: 55787N
Tel: 416.216.1929
Email: evan.cobb@nortonrosefulbright.com

Fax: 416.216.3930

Lawyers for the Applicant,
Jaguar Mining Inc.

Exhibit B

Court File No. CV-13-10383-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) MONDAY, THE 23RD
JUSTICE MORAWETZ) DAY OF DECEMBER, 2013

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE
AND ARRANGEMENT OF JAGUAR MINING INC.

Applicant


CLAIMS PROCEDURE ORDER

THIS MOTION made by Jaguar Mining Inc. (the "**Applicant**") for an order establishing a claims procedure for the identification and quantification of certain claims against the Applicant was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Affidavit of David M. Petroff sworn December 23, 2013 (the "**Petroff Affidavit**"), the Pre-Filing Report of FTI Consulting Canada Inc. in its capacity as the proposed monitor of the Applicant (the "**Monitor**") dated December 21, 2013, and on hearing from counsel for the Applicant, the Monitor, the Ad Hoc Committee (as defined in the Petroff Affidavit), Global Resource Fund and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service, filed.

SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion

This is Exhibit B referred to in the
affidavit of T. Douglas Allcock
sworn before me, this 8th
day of January, 2014

A COMMISSIONER FOR TAKING AFFIDAVITS

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Record herein be and is hereby abridged and that the motion is properly returnable today and service upon any interested party other than those parties served is hereby dispensed with.

DEFINITIONS AND INTERPRETATION

2. **THIS COURT ORDERS** that, for the purposes of this Order (the "**Claims Procedure Order**"), in addition to terms defined elsewhere herein, the following terms shall have the following meanings:
- (a) "**4.5% Convertible Note Indenture**" means the Indenture dated as of September 15, 2009 among the Applicant as issuer, The Bank of New York Mellon as trustee and BNY Trust Company of Canada as co-trustee pursuant to which the Applicant issued the 4.5% Convertible Notes;
 - (b) "**4.5% Convertible Notes**" means the 4.5% senior unsecured convertible notes issued by the Applicant due November 1, 2014;
 - (c) "**5.5% Convertible Note Indenture**" means the Indenture dated as of February 9, 2011 among the Applicant as issuer, The Bank of New York Mellon as trustee and BNY Trust Company of Canada as co-trustee pursuant to which the Applicant issued the 5.5% Convertible Notes;
 - (d) "**5.5% Convertible Notes**" means the 5.5% senior unsecured convertible notes issued by the Applicant due March 31, 2016;
 - (e) "**Affected Unsecured Claims**" means all Claims against the Applicant that are not Equity Claims;
 - (f) "**Affected Unsecured Creditor**" means the holder of an Affected Unsecured

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Claim in respect of and to the extent of such Affected Unsecured Claim, whether a Known Unsecured Creditor or an Unknown Unsecured Creditor;

- (g) "Business Day" means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario and New York, New York;
- (h) "Calendar Day" means a day, including Saturday, Sunday and any statutory holidays in the Province of Ontario, Canada;
- (i) "CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
- (j) "CCAA Proceedings" means the within proceedings commenced by the Applicant under the CCAA;
- (k) "Claim" means:
 - (i) any right or claim, including any Tax Claim, of any Person that may be asserted or made in whole or in part against the Applicant, in any capacity, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever of the Applicant, and any interest accrued thereon or costs payable in respect thereof, in existence on the Filing Date, or which is based on an event, fact, act or omission which occurred in whole or in part prior to the Filing Date, whether at law or in equity, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty

(including, any legal, statutory, equitable or fiduciary duty) or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and together with any security enforcement costs or legal costs associated with any such claim, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any claim arising from or caused by the termination, disclaimer, rescission, assignment or repudiation by the Applicant of any contract, lease or other agreement, whether written or oral, any claim made or asserted against the Applicant through any affiliate, subsidiary, associated or related person, or any right or ability of any Person to advance a claim for an accounting, reconciliation, contribution, indemnity, restitution or otherwise with respect to any matter, grievance, action (including any class action or proceeding before an administrative tribunal), cause or chose in action, whether existing at present or commenced in the future, and including any other claims that would have been claims provable in bankruptcy had the Applicant become bankrupt on the Filing Date, including for greater certainty any Equity Claim and any claim against the Applicant for indemnification by any Director or Officer in respect of a Director/Officer Claim but excluding any such indemnification claims covered by the Directors' Charge (each,

a **"Pre-filing Claim"**, and collectively, the **"Pre-filing Claims"**);

(ii) any right or claim of any Person against the Applicant in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the Applicant to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach by the Applicant on or after the Filing Date of any contract, lease or other agreement whether written or oral (each, a **"Restructuring Period Claim"**, and collectively, the **"Restructuring Period Claims"**); and

(iii) any right or claim of any Person against one or more of the Directors and/or Officers of the Applicant howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including the right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, including any right of contribution or indemnity, for which any Director or Officer of the Applicant is alleged to be by statute or otherwise by law liable to pay in his or her capacity as a Director or Officer (each a **"Director/Officer Claim"**, and collectively, the **"Director/Officer Claims"**),

in each case other than any Excluded Claim;

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- (l) "Claims Bar Date" means 5:00 p.m. on January 22, 2014;
- (m) "Claims Package" means the materials to be provided by the Applicant to Persons who may have a Claim in accordance with this Claims Procedure Order, which materials shall include a blank Proof of Claim, an Instruction Letter, and such other materials as the Applicant, with the consent of the Monitor, may consider appropriate or desirable;
- (n) "Consenting Noteholder" means any Noteholder that has executed the Support Agreement (including a consent agreement substantially in the form of Schedule C thereto), in respect of whom the Support Agreement has not been terminated;
- (o) "Court" means the Superior Court of Justice (Commercial List) in the City of Toronto in the Province of Ontario;
- (p) "Creditor" means any Person having a Claim and includes without limitation the transferee or assignee of a Claim transferred and recognized as a Creditor in accordance with paragraphs 42, 43, and 44 hereof or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person;
- (q) "Crown Claim" means any claim of Her Majesty in right of Canada or a province of Canada, for all amounts that were outstanding at the Filing Date and are of a kind that could be subject to a demand under:
 - (i) subsection 224(1.2) of the ITA;
 - (ii) any provision of the Canada Pension Plan or of the Employment Insurance Act that refers to subsection 224(1.2) of the ITA and provides

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for the collection of a contribution, as defined in the Canada Pension Plan, or an employee's premium, or employer's premium, as defined in the Employment Insurance Act, and of any related interest, penalties or other amounts; or

(iii) any provision of provincial legislation that has a similar purpose to subsection 224(1.2) of the ITA, or that refers to that subsection, to the extent that it provides for the collection of a sum, and of any related interest, penalties or other amounts, where the sum:

(A) has been withheld or deducted by a person from a payment to another person and is in respect of a tax similar in nature to the income tax imposed on individuals under the ITA; or

(B) is of the same nature as a contribution under the Canada Pension Plan if the province is a "province providing a comprehensive pension plan" as defined in subsection 3(1) of the Canada Pension Plan and the provincial legislation establishes a "provincial pension plan" as defined in that subsection;

(r) "Director/Officer Claim" has the meaning ascribed to that term in paragraph 2(k)(iii) of this Claims Procedure Order;

(s) "Directors" means all current and former directors (or their estates) of the Applicant in such capacity and "Director" means any one of them;

(t) "Disputed Claim" means a Disputed Voting Claim or a Disputed Distribution Claim;

- (u) **"Disputed Director/Officer Claim"** means a Director/Officer Claim which is validly disputed in accordance with the Claims Procedure Order and which remains subject to adjudication in accordance with this Claims Procedure Order;
- (v) **"Disputed Distribution Claim"** means an Affected Unsecured Claim (including a contingent Affected Unsecured Claim which may crystallize upon the occurrence of an event or events occurring after the Filing Date) or such portion thereof which has not been allowed as a Distribution Claim, which is validly disputed for distribution purposes in accordance with this Claims Procedure Order and which remains subject to adjudication for distribution purposes in accordance with this Claims Procedure Order;
- (w) **"Disputed Voting Claim"** means an Affected Unsecured Claim (including a contingent Affected Unsecured Claim which may crystallize upon the occurrence of an event or events occurring after the Filing Date) or such portion thereof which has not been allowed as a Voting Claim, which is validly disputed for voting purposes in accordance with this Claims Procedure Order and which remains subject to adjudication for voting purposes in accordance with this Claims Procedure Order;
- (x) **"Distribution Claim"** means the amount of the Affected Unsecured Claim of an Affected Unsecured Creditor against the Applicant as finally accepted and determined for distribution purposes in accordance with this Claims Procedure Order and the CCAA;
- (y) **"Election Form"** has the meaning ascribed to that term in the Plan;

(z) "Employee Priority Claims" means the following claims of the Applicant's employees and former employees:

- (i) Claims equal to the amounts that such employees and former employees would have been qualified to receive under paragraph 136(l)(d) of the *Bankruptcy and Insolvency Act (Canada)* if the Applicant had become bankrupt on the Filing Date; and
- (ii) Claims for wages, salaries, commissions or compensation for services rendered by them after the Filing Date and on or before the Court sanctions the Plan, together with, in the case of travelling salespersons, disbursements properly incurred by them in and about the Applicant's business during the same period;

(aa) "Equity Claim" has the meaning set forth in Section 2(1) of the CCAA;

(bb) "Excluded Claim" means

- (i) any claims secured by any of the Charges;
- (ii) any Section 5.1(2) Director/Officer Claims (as such term is defined in the Plan);
- (iii) any claims that cannot be compromised pursuant to subsection 19(2) of the CCAA;
- (iv) any claims of the Subsidiaries against the Applicant;
- (v) any Secured Claims;

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- (vi) any Employee Priority Claims;
 - (vii) any Crown Claims
 - (viii) the Trustees' claims under Section 6.07 of the 4.5% Convertible Note Indenture and the 5.5% Convertible Note Indenture, if any;
 - (ix) any claims of Persons who, at the Filing Date, are senior officers or employees of the Applicant, in respect of their employment arrangements or any termination of such arrangements;
 - (x) the Renvest Claim; and
 - (xi) any Post-Filing Claims.
- (cc) "**Filing Date**" means the date of the Initial Order;
- (dd) "**Government Authority**" means any federal, provincial, state or local government, agency or instrumentality thereof or similar entity, howsoever designated or constituted exercising executive, legislative, judicial, regulatory or administrative functions in Canada, the United States, or elsewhere;
- (ee) "**Implementation Date**" shall have the meaning ascribed thereto in the Plan;
- (ff) "**Indentures**" means the 4.5% Convertible Note Indenture and the 5.5% Convertible Note Indenture;
- (gg) "**Initial Order**" means the Initial Order of the Honourable Justice Morawetz made December 23, 2013, as amended, restated or varied from time to time;
- (hh) "**Instruction Letter**" means the instruction letter to Unsecured Creditors,

substantially in the form attached as Schedule "B" hereto, regarding the completion of a Proof of Claim by an Unsecured Creditor and the claims procedure described herein;

- (ii) "ITA" means the Income Tax Act, R.S.C. 1985, c.1 (5th Supp.);
- (jj) "Known Unsecured Creditor" means an Affected Unsecured Creditor whose Claim against the Applicant is known to the Applicant as of the date of this Claims Procedure Order;
- (kk) "Majority Consenting Noteholders" means Consenting Noteholders holding at least a majority of the aggregate principal amount of all Notes held by all Consenting Noteholders at the applicable time, in respect of which the Applicant and the Monitor shall be entitled to rely on written confirmation from Goodmans LLP that the Majority Consenting Noteholders have agreed, waived, consented to or approved a particular matter, and Goodmans LLP shall be entitled to rely on a communication in any form acceptable to Goodmans LLP, in its sole discretion, from any Consenting Noteholder for the purpose of determining whether such Consenting Noteholder has agreed, waived, consented to or approved a particular matter, and the principal amount of Notes held by such Consenting Noteholder;
- (ll) "Meeting" means a meeting of the Affected Unsecured Creditors of the Applicant called for the purpose of considering and voting in respect of a Plan;
- (mm) "Meeting Order" means the Order under the CCAA dated December 23, 2013 that, among other things, sets the date for the Meeting, as same may be

amended, restated or varied from time to time;

- (nn) **"Noteholder"** means a holder of 4.5% Convertible Notes and/or 5.5% Convertible Notes;
- (oo) **"Noteholders Allowed Claim"** means all principal amounts outstanding and all accrued interest under the Notes as at the applicable record date under the Plan as determined in accordance with paragraph 14 of this Claims Procedure Order for purposes of voting on and receiving distributions under the Plan;
- (pp) **"Notice of Dispute of Revision or Disallowance"** means the notice referred to in paragraph 22 or 35 hereof, as applicable, substantially in the form attached as Schedule "E" hereto, which must be delivered to the Monitor by any Unsecured Creditor or a Person asserting a Director/Officer Claim wishing to dispute a Notice of Revision or Disallowance, with reasons for its dispute;
- (qq) **"Notice of Revision or Disallowance"** means the notice referred to in paragraph 21 or 34 hereof, as applicable, substantially in the form of Schedule "D" advising an Unsecured Creditor or a Person asserting a Director/Officer Claim that the Applicant, with the consent of the Monitor, has revised or rejected all or part of such Unsecured Creditor's Claim set out in its Proof of Claim;
- (rr) **"Notice to Creditors"** means the notice for publication by the Monitor as described in paragraph 16 hereof, substantially in the form attached hereto as Schedule "A";
- (ss) **"Officers"** means all current and former officers (or their estates) of the Applicant in such capacity and **"Officer"** means any one of them;

- (tt) **"Person"** means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union, Government Authority or any agency, regulatory body or officer thereof or any other entity, wherever situate or domiciled, and whether or not having legal status;
- (uu) **"Plan"** means the plan of compromise and arrangement to be filed by the Applicant pursuant to the CCAA and the Meeting Order as the same may be amended, supplemented or restated from time to time in accordance with the terms thereof;
- (vv) **"Post-Filing Claim"** means any claims against the Applicant that arose from the provision of authorized goods and services provided or otherwise incurred on or after the Filing Date in the ordinary course of business, but specifically excluding any Restructuring Period Claim;
- (ww) **"Pre-filing Claim"** has the meaning ascribed to that term in paragraph 2(k)(i) of this Claims Procedure Order;
- (xx) **"Proof of Claim"** means the Proof of Claim referred to in paragraph 18 hereof to be filed by Affected Unsecured Creditors, substantially in the form attached hereto as Schedule "C";
- (yy) **"Reinvest Claim"** means any claim for amounts owing by the Applicant to Global Resource Fund, pursuant to a credit agreement made as of December 17, 2012 between the Applicant, as borrower, the Subsidiaries, as guarantors, and Global

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Resource Fund, as lender, (the "Credit Agreement") or pursuant to any Credit Document (as such term is defined in the Credit Agreement).

- (zz) "**Restructuring Period Claim**" has the meaning ascribed to that term in paragraph 2(k)(ii) of this Claims Procedure Order;
- (aaa) "**Restructuring Period Claims Bar Date**" means seven (7) Calendar Days after termination, repudiation or rescission of the applicable agreement or other event giving rise to the applicable Restructuring Period Claim;
- (bbb) "**Secured Claim**" means that portion of a Claim that is (i) secured by security validly charging or encumbering property or assets of the Applicant (including statutory and possessory liens that create security interests) up to the value of such collateral, and (ii) duly and properly perfected in accordance with the relevant legislation in the appropriate jurisdiction as of the Filing Date;
- (ccc) "**Subsidiaries**" means, collectively, MCT Mineração Ltda., Mineração Turmalina Ltda. and Mineração Serras do Oeste Ltda.;
- (ddd) "**Support Agreement**" means the Support Agreement made as of November 13, 2013 between the Applicant, the Subsidiaries and the Noteholders party thereto, together with any consent agreements executed by other Noteholders from time to time, substantially in the form of Schedule C thereto;
- (eee) "**Tax**" or "**Taxes**" means any and all taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever, including all interest, penalties, fines, additions to tax or other additional amounts in respect thereof, and including those levied on, or measured by, or referred to as, income, gross

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receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, Quebec and other government pension plan premiums or contributions;

- (fff) "Tax Claim" means any Claim against the Applicant for any Taxes in respect of any taxation year or period;
- (ggg) "Trustees" means The Bank of New York Mellon, as trustee, and BNY Trust Company of Canada, as co-trustee, under each of the Indentures;
- (hhh) "Unknown Unsecured Creditor" means an Affected Unsecured Creditor other than a Known Unsecured Creditor;
- (iii) "Unsecured Creditor" means a Known Unsecured Creditor or an Unknown Unsecured Creditor;
- (iii) "Voting Claim" means the amount of the Affected Unsecured Claim of an Affected Unsecured Creditor against the Applicant as finally accepted and determined for voting at the Meeting, in accordance with the provisions of this Claims Procedure Order and the CCAA.

3. THIS COURT ORDERS that all capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Initial Order.

- 4. THIS COURT ORDERS that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.
- 5. THIS COURT ORDERS that all references to the word "including" shall mean "including without limitation".
- 6. THIS COURT ORDERS that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

GENERAL PROVISIONS

- 7. THIS COURT ORDERS that the Applicant and the Monitor are hereby authorized (i) to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Claims Procedure Order as to completion and execution of such forms, and (ii) to request any further documentation from a Creditor that the Applicant or the Monitor may require in order to enable them to determine the validity of a Claim.
- 8. THIS COURT ORDERS that all Claims shall be denominated in Canadian dollars. Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect on the Filing Date. For greater certainty, U.S. dollar denominated claims shall be converted at the Bank of Canada Canadian/U.S. dollar noon exchange rate in effect on the Filing Date.
- 9. THIS COURT ORDERS that, except as otherwise set out herein, interest and penalties that would otherwise accrue after the Filing Date shall not be included in any Claim.

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10. **THIS COURT ORDERS** that copies of all forms delivered hereunder, as applicable, and determinations of Claims by the Court shall be maintained by the Monitor.
11. **THIS COURT ORDERS** that, notwithstanding anything to the contrary herein, the Applicant may, with the consent of the Monitor, refer an Affected Unsecured Creditor's Claim or (with the consent of the Monitor, the Applicant and the relevant Director or Officer) a Director/Officer Claim for resolution to the Court, where in the Applicant's view such a referral is preferable or necessary for the resolution or the valuation of the Claim.
12. **THIS COURT ORDERS** that the Applicant may, with the consent of the Majority Consenting Noteholders and the Monitor, apply to this Court for an Order appointing a claims officer to resolve Disputed Claims and/or Disputed Director/Officer Claims on such terms and in accordance with such process as may be ordered by this Court.

MONITOR'S ROLE

13. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, shall assist the Applicant in connection with the administration of the claims procedure provided for herein, including the determination of Claims of Creditors and the referral of a particular Claim to the Court, as requested by the Applicant from time to time, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Procedure Order.

CLAIMS PROCEDURE FOR NOTEHOLDERS

14. **THIS COURT ORDERS** that neither the Applicant nor the Monitor shall be required to send Claims Packages to the Noteholders and that neither the Noteholders nor the Trustees shall be required to file Proofs of Claim in respect of any Claims pertaining to

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the Notes. Within 3 Business Days of the date of this Claims Procedure Order, the Applicant shall send to each of the Trustees (as agents for the Noteholders), with copies to the Monitor and to the advisors to the Ad Hoc Committee, a notice stating the accrued amounts (including all principal and interest) owing directly by the Applicant under each of the Indentures up to the applicable record date and/or distribution date under the Plan. Each of the Trustees shall confirm to the Monitor whether such amounts are accurate within 7 Business Days of receipt of the Applicant's notice. If such amounts are confirmed by the Trustees, or in the absence of any response by a Trustee within 7 Business Days of receipt of the Applicant's notice, such amounts shall be deemed to be the accrued amounts owing directly by the Applicant under the Indentures for the purposes of voting on and receiving distributions under the Plan, unless the amounts of Claims under an Indenture are otherwise agreed to in writing by the Applicant, the Trustee, the Monitor and the Majority Consenting Noteholders, in which case such agreement shall govern. If a Trustee indicates that it cannot confirm the accrued amounts owing directly by the Applicant under an Indenture up to the applicable record date and/or distribution date under the Plan, such amounts shall be determined by the Court for the purposes of voting on and receiving distributions under the Plan, unless the amounts of such Claims are otherwise agreed to in writing by the Applicant, the Trustee, the Monitor, and the Majority Consenting Noteholders, in which case such agreement shall govern. The amount of the Claim of the Noteholders as determined in accordance with this paragraph shall be the "Noteholders Allowed Claim".

15. **THIS COURT ORDERS** that the Noteholders Allowed Claim shall constitute a Voting Claim and a Distribution Claim for purposes of voting on and receiving distributions under the Plan.

NOTICE TO CREDITORS

16. THIS COURT ORDERS that the Monitor shall publish the Notice to Creditors for at least two (2) Business Days in *The Globe & Mail* (National Edition) and *The Wall Street Journal*: (i) as soon as practicable after the granting of this Claims Procedure Order, and (ii) on or within one Business Day of January 6, 2014.

CLAIMS PROCEDURE FOR UNSECURED CREDITORS**(i) Claims Package**

17. THIS COURT ORDERS that, subject to paragraph 14 hereof, the Monitor shall send a Claims Package to (i) each of the Known Unsecured Creditors by prepaid ordinary mail to the address last shown on the books and records of the Applicant before 11:59 p.m. on the date that is three (3) Business Days after the date hereof; and (ii) any Unknown Unsecured Creditor who makes a request therefor prior to the Claims Bar Date.
18. THIS COURT ORDERS that, subject to paragraph 14 hereof, any Unsecured Creditor that wishes to assert a Claim must file a completed Proof of Claim such that it is received by the Monitor by no later than the Claims Bar Date.
19. THIS COURT ORDERS that, notwithstanding anything to the contrary in paragraphs 17, 18 and 20 hereof, the following shall apply with respect to any Restructuring Period Claims:
- (a) any notices of disclaimer or resiliation delivered to Creditors by the Applicant or the Monitor after the Filing Date shall be accompanied by a Claims Package;
 - (b) the Monitor shall send a Claims Package to any Creditor who makes a request therefor in respect of a Restructuring Period Claim prior to the Restructuring

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Period Claims Bar Date;

- (c) any Creditor that wishes to assert a Restructuring Period Claim must return a completed Proof of Claim to the Monitor such that it is received by the Monitor by no later than 5:00 p.m. on the Restructuring Period Claims Bar Date;
 - (d) any Creditor that does not return a Proof of Claim to the Monitor by 5:00 p.m. on the Restructuring Period Claims Bar Date shall not be entitled to attend or vote at the Meeting and shall not be entitled to receive any distribution from any Plan and any and all Restructuring Period Claims of such Creditor shall be forever extinguished and barred without any further act or notification.
- (ii) **Adjudication of Claims against the Applicant**
20. THIS COURT ORDERS that, subject to paragraph 14 hereof, any Unsecured Creditor that does not file a Proof of Claim such that it is received by the Monitor by the Claims Bar Date with respect to a Claim against the Applicant shall not be entitled to attend or vote at the Meeting and shall not be entitled to receive any distribution from any Plan and any and all such Claims of such Unsecured Creditor shall be forever extinguished and barred without any further act or notification and irrespective of whether or not such Unsecured Creditor received a Claims Package.
21. THIS COURT ORDERS that the Applicant, with the assistance of the Monitor, shall review all Proofs of Claim received by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, and shall accept, revise or reject the amount of each Claim against the Applicant set out therein for voting and/or distribution purposes. The Monitor shall notify each Unsecured Creditor who has delivered a Proof of Claim by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, as to

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whether such Unsecured Creditor's Claim against the Applicant as set out therein has been revised or rejected for voting purposes (and/or for distribution purposes if the Applicant, with the assistance of the Monitor, elects to do so), and the reasons therefor, by sending a Notice of Revision or Disallowance.

22. **THIS COURT ORDERS** that any Unsecured Creditor who wishes to dispute a Notice of Revision or Disallowance sent pursuant to the immediately preceding paragraph shall deliver a Notice of Dispute of Revision or Disallowance to the Monitor by no later than 5:00 p.m. on the date that is seven (7) Calendar Days after the date of delivery to the applicable Unsecured Creditor of the Notice of Revision or Disallowance.

23. **THIS COURT ORDERS** that where an Unsecured Creditor that receives a Notice of Revision or Disallowance pursuant to paragraph 21 above does not file a Notice of Dispute of Revision or Disallowance by the time set out in paragraph 22 above, the value of such Unsecured Creditor's Voting Claim and Distribution Claim (if the Notice of Revision or Disallowance also dealt with the Distribution Claim) shall be deemed to be as set out in the Notice of Revision or Disallowance and any and all of the Unsecured Creditor's rights to dispute the Claim(s) as valued on the Notice of Revision or Disallowance or to otherwise assert or pursue such Claims in an amount that exceeds the amount set forth on the Notice of Revision or Disallowance, in each case for voting purposes and distribution purposes (if the Notice of Revision or Disallowance dealt with the Distribution Claim), shall be forever extinguished and barred without further act or notification.

(iii) **Resolution of Claims against the Applicant**

24. **THIS COURT ORDERS** that in the event that the Applicant, with the assistance of the

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Monitor, is unable to resolve a dispute regarding any Disputed Voting Claim with an Unsecured Creditor, the Applicant shall so notify the Monitor and the Unsecured Creditor. Thereafter, the Disputed Voting Claim shall be referred to the Court for resolution or to such alternative dispute resolution as may be ordered by the Court or as agreed to by the Monitor, the Applicant and the applicable Creditor; provided, however that to the extent a Claim is referred under this paragraph to the Court or an alternative dispute resolution, it shall be on the basis that the value of the Claim shall be resolved or adjudicated both for voting and distribution purposes (and that it shall remain open to the parties to agree that the Creditor's Voting Claim may be settled by the Unsecured Creditor and the Applicant without prejudice to a future hearing by the Court or an alternative dispute resolution to determine the Creditor's Distribution Claim in accordance with paragraph 29 hereof). The Court or an alternative dispute resolution, as the case may be, shall resolve the dispute between the Applicant and the Unsecured Creditor.

25. **THIS COURT ORDERS** that where the value of an Unsecured Creditor's Voting Claim has not been finally determined in accordance with this Claims Procedure Order by the date of the Meeting, the ability of such Unsecured Creditor to vote its Disputed Voting Claim and the effect of casting any such vote shall be governed by the Meeting Order.
26. **THIS COURT ORDERS** that the Applicant, with the assistance of the Monitor, shall review and consider the Proofs of Claim filed in accordance with this Claims Procedure Order in order to determine the Distribution Claims of Unsecured Creditors. The Monitor shall notify each Unsecured Creditor who filed a Proof of Claim and who did not receive a Notice of Revision or Disallowance for distribution purposes pursuant to paragraph 21 herein as to whether such Unsecured Creditor's Claim as set out in such Unsecured

Creditor's Proof of Claim has been revised or rejected for distribution purposes, and the reasons therefor, by delivery of a Notice of Revision or Disallowance.

27. THIS COURT ORDERS that any Unsecured Creditor who wishes to dispute a Notice of Revision or Disallowance for distribution purposes sent pursuant to the immediately preceding paragraph shall deliver a Notice of Dispute of Revision or Disallowance to the Monitor such that it is received by the Monitor by no later than 5:00 p.m. on the date that is seven (7) Calendar Days after the date of delivery to the applicable Unsecured Creditor of the Notice of Revision or Disallowance referred to in paragraph 26.

28. THIS COURT ORDERS that where an Unsecured Creditor that receives a Notice of Revision or Disallowance pursuant to paragraph 26 above does not file a Notice of Dispute of Revision or Disallowance for distribution purposes by the time set out in paragraph 27 above, the value of such Unsecured Creditor's Distribution Claim shall be deemed to be as set out in the Notice of Revision or Disallowance for distribution purposes and any and all of the Unsecured Creditor's rights to dispute the Distribution Claim as valued on the Notice of Revision or Disallowance or to otherwise assert or pursue such Distribution Claim in an amount that exceeds the amount set forth on the Notice of Revision or Disallowance shall be forever extinguished and barred without further act or notification.

29. THIS COURT ORDERS that in the event that the Applicant, with the assistance of the Monitor, is unable to resolve a dispute regarding any Distribution Claim with an Unsecured Creditor, the Applicant shall so notify the Monitor and the Unsecured Creditor. Thereafter, the Disputed Distribution Claim shall be referred to the Court for resolution or to such alternative dispute resolution as may be ordered by the Court or as

agreed to by the Monitor, the Applicant and the applicable Creditor. The Court or an alternative dispute resolution, as the case may be, shall resolve the dispute between the Applicant and the Unsecured Creditor.

30. **THIS COURT ORDERS** that, notwithstanding anything to the contrary in this Order, in respect of any Disputed Claim with an Unsecured Creditor that exceeds \$250,000, the Monitor and the Applicant shall not accept, admit, settle, resolve, value (for any purpose) or revise such Disputed Claim or any part thereof without the consent of the Majority Consenting Noteholders or a further Order of the Court.

(iv) **Adjudication of Director/Officer Claims**

31. **THIS COURT ORDERS** that, for greater certainty, the procedures in paragraphs 20 - 30 shall not apply to adjudication of Director/Officer Claims.
32. **THIS COURT ORDERS** that if a Person does not file a Proof of Claim with the Monitor such that it is received by the Monitor by the Claims Bar Date with respect to a Director/Officer Claim, any and all such Claims of such Person shall be forever extinguished and barred without any further act or notification and irrespective of whether or not such Person received a Claims Package and the Directors and Officers shall have no liability whatsoever in respect of such Director/Officer Claims.
33. **THIS COURT ORDERS** that the Monitor shall forthwith provide the relevant Director or Officer (and his or her counsel) with a copy of any Proofs of Claim received in respect of Director/Officer Claims.
34. **THIS COURT ORDERS** that the Applicant, with the assistance of the Monitor and the relevant Director or Officer, shall review all Proofs of Claim received by the Claims Bar Date in respect of Director/Officer Claims and shall accept, revise or reject the amount of

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each Director/Officer Claim set out therein. The Monitor, with the consent of the Applicant, shall notify each Person who has delivered a Proof of Claim by the Claims Bar Date in respect of Director/Officer Claims as to whether such Person's Claim as set out therein has been revised or rejected and the reasons therefor by sending a Notice of Revision or Disallowance. The Monitor shall provide a copy of such Notice of Revision or Disallowance to any counsel to a Director or Officer.

35. **THIS COURT ORDERS** that any Person who wishes to dispute a Notice of Revision or Disallowance sent pursuant to the immediately preceding paragraph shall deliver a Notice of Dispute of Revision or Disallowance to the Monitor such that it is received by the Monitor by no later than 5:00 p.m. on the date that is seven (7) Calendar Days after the date of delivery to the applicable Person of the Notice of Revision or Disallowance. The Monitor shall provide a copy of such Notice of Dispute of Revision or Disallowance to any counsel to a Director or Officer upon the receipt of such Notice of Dispute of revision or Disallowance.
36. **THIS COURT ORDERS** that where a Person that receives a Notice of Revision or Disallowance pursuant to paragraph 34 above does not file a Notice of Dispute of Revision or Disallowance by the time set out in paragraph 35 above, the value of such Person's Director/Officer Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and any and all of such Person's rights to dispute the Director/Officer Claim(s) as valued on the Notice of Revision or Disallowance or to otherwise assert or pursue such Director/Officer Claims in an amount that exceeds the amount set forth on the Notice of Revision or Disallowance shall be forever extinguished and barred without further act or notification.

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(v) **Resolution of Director/Officer Claims**

37. **THIS COURT ORDERS** that in the event that the Applicant determines that it is necessary to finally determine the amount of a Director/Officer Claim and the Applicant, with the assistance of the Monitor and the consent of the applicable Directors and Officers, is unable to resolve a dispute regarding such Director/Officer Claim with the Person asserting such Director/Officer Claim, the Applicant shall so notify the Monitor and such Person. Thereafter, the Disputed Director/Officer Claim shall be referred to the Court for resolution or to such alternative dispute resolution as may be ordered by the Court or as agreed to by the Monitor, the Applicant and the applicable Person. The Court or an alternative dispute resolution, as the case may be, shall resolve the dispute.
38. **THIS COURT ORDERS** that, notwithstanding anything to the contrary in this Order, in respect of any Disputed Director/Officer Claim that exceeds \$250,000, the Monitor and the Applicant shall not accept, admit, settle, resolve, value (for any purpose) or revise such Disputed Director/Officer Claim or any part thereof without the consent of the Majority Consenting Noteholders or a further Order of the Court.

EXCLUDED CLAIMS

39. **THIS COURT ORDERS** that, for greater certainty, no Person holding an Excluded Claim shall be required to file a Proof of Claim in respect of such Excluded Claim, and such Person shall be unaffected by this Order in respect of such Excluded Claim.

SET-OFF

40. **THIS COURT ORDERS** that the Applicant may set-off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made pursuant to the Plan to any Creditor, any claims of any nature whatsoever that the Applicant may have against such Creditor, however, neither the failure to do so nor the

allowance of any Claim hereunder shall constitute a waiver or release by the Applicant of any such claim that the Applicant may have against such Creditor.

NOTICE OF TRANSFEREES

41. THIS COURT ORDERS that, subject to paragraph 43, if after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Applicant shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Applicant and the Monitor in writing at least three (3) Business Days before the Meeting and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Procedure Order prior to receipt and acknowledgement by the Applicant and the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the Applicant may be entitled with respect to such Claim. For greater certainty, a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Applicant. Reference to transfer in this Claims Procedure Order includes a transfer or assignment whether absolute or intended as security.

42. THIS COURT ORDERS that, subject to any restrictions contained in Applicable Laws, a Creditor (other than a Noteholder) may transfer or assign the whole of its Claim after the Meeting provided that the Applicant or the Monitor shall not be obliged to make

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distributions to any such transferee or assignee or otherwise deal with such transferee or assignee as a Creditor in respect thereof unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment and such other documentation as the Applicant and the Monitor may reasonably require, has been received by the Applicant and the Monitor at least two Business Days before the Implementation Date, or such other date as the Monitor may agree, failing which the original transferor shall have all applicable rights as the "Creditor" with respect to such Claim as if no transfer of the Claim had occurred. Thereafter, such transferee or assignee shall, for all purposes in accordance with the Claims Procedure Order constitute the Creditor in respect of the transferred or assigned Claim and shall be bound by notices given and steps taken in respect of such Claim. For greater certainty, the Applicant shall not recognize partial transfers or assignments of Claims.

43. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall restrict Noteholders who have beneficial ownership of a Claim in respect of Notes from transferring or assigning such Claim, in whole or in part, in connection with a transfer of such Noteholders' Notes, and any such transfer or assignment shall be governed by the provisions of the Plan and this Claims Procedure Order, provided that nothing in this paragraph shall limit or restrict the application of the provisions of the Support Agreement or the Election Form with respect to transfers of Notes, and provided further that if such transfer or assignment occurs after any applicable record date, the Applicant, the Monitor and their agents shall have no obligation to deal with such transferee or assignee as a Creditor in respect thereof for purposes of dealing with any matter in respect of which such record date was set, and the Applicant, the Monitor and their agents shall deal with the Noteholder who beneficially owned such notes as of such

record date in respect of any such matter. Noteholders who assign or acquire their Claims after the Implementation Date shall be wholly responsible for ensuring that plan distributions intended to be included within such assignments are in fact delivered to the assignee and neither the Applicant, the Monitor, CDS, DTC, the Trustees nor their agents, as applicable, shall have any liability in connection therewith.

SERVICE AND NOTICES

44. THIS COURT ORDERS that the Applicant and the Monitor may, unless otherwise specified by this Claims Procedure Order, serve and deliver the Claims Package, any letters, notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Applicant or set out in such Creditor's Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario) or the United States, and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.
45. THIS COURT ORDERS that any notice or communication required to be provided or delivered by a Creditor to the Monitor or the Applicant under this Claims Procedure Order shall be in writing in substantially the form, if any, provided for in this Claims Procedure Order and will be sufficiently given only if delivered by prepaid registered

mail, courier, personal delivery, facsimile transmission or email addressed to:

If to the Applicant:

c/o Jaguar Mining Inc.
67 Yonge Street, Suite 1203
Toronto, Ontario, M5E 1J8
Attention: David M. Petroff, Chief Executive Officer

Email: david.petroff@jaguarmining.com.br

With a copy to:

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower
200 Bay Street, Suite 3800, P.O. Box 84
Toronto, Ontario, M5J 2Z4
Attention: Walled Soliman

Fax: (416) 216-3930
Email: Walled.Soliman@nortonrosefulbright.com

If to the Monitor:

FTI Consulting Canada Inc., Court-appointed Monitor of Jaguar Mining Inc.
Claims Process

TD South Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario M5K 1G8
Attention: Greg Watson and Jodi Porepa

Fax: (416) 649-8101
Email: Greg.Watson@fticonsulting.com / Jodi.Porepa@fticonsulting.com

With a copy to:

Osler, Hoskin & Harcourt LLP
100 King Street West
1 First Canadian Place
Suite 4600, P.O. Box 50
Toronto ON M5X 1B8
Attention: Marc Wasserman and Michael De Lellis

Fax: (416) 862-6666
Email: Mwasserman@osler.com / Mdelellis@osler.com

If to the Ad Hoc Committee

Goodmans LLP
Suite 3400
333 Bay Street
Bay Adelaide Centre
Toronto, Ontario M5H 2S7
Attention: Rob Chadwick and Melaney Wagner

Fax: (416) 979-1234
Email: rchadwick@goodmans.ca / mwagner@goodmans.ca

Any such notice or communication delivered by a Creditor shall be deemed to be received upon actual receipt by the Monitor thereof during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.

46. THIS COURT ORDERS that if during any period during which notices or other communications are being given pursuant to this Claims Procedure Order a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Claims Procedure Order.

47. THIS COURT ORDERS that in the event that this Claims Procedure Order is later amended by further Order of the Court, the Applicant or the Monitor may post such further Order on the Monitor's website and such posting shall constitute adequate notice to Creditors of such amended claims procedure.

MISCELLANEOUS

48. THIS COURT ORDERS that the Applicant shall not oppose the Ad Hoc Committee

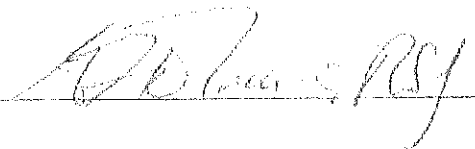
- 32 -

seeking standing in any proceeding before this Court, a claims officer, or otherwise in respect of the determination of any Claims.

49. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall constitute or be deemed to constitute an allocation or assignment of Claims or Excluded Claims into particular affected or unaffected classes for the purpose of a Plan and, for greater certainty, the treatment of Claims, Excluded Claims, or any other claims and the classification of creditors for voting and distribution purposes shall be subject to the terms of any proposed Plan, the Meeting Order or further Order of this Court.
50. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court to amend, vary, supplement or replace this Order or for advice and directions concerning the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.
51. **THIS COURT ORDERS** that any interested party, other than the Applicant or the Monitor, that wishes to amend or vary this Order shall bring a motion before this Court on a date to be set by this Court upon the granting of this Order (the "Comeback Date"), and any such interested party shall give notice to the Applicant, the Monitor, the Ad Hoc Committee, Global Resource Fund and any other party or parties likely to be affected by the order sought at least four (4) Calendar Days in advance of the Comeback Date.
52. **THIS COURT ORDERS** that subject to any further Order of this Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Order, the terms, conditions and provisions of the Plan shall govern and be paramount.

- 53. THIS COURT ORDERS that this Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

- 54. THIS COURT REQUESTS the aid and recognition of any court, tribunal, or any judicial, regulatory or administrative body having jurisdiction in Canada, the United States of America, Brazil or any other foreign jurisdiction, to act in aid of and to be complementary to this Court in carrying out the terms of this Claims Procedure Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.



SEP 23 2013
MB

Exhibit C

Court File No. CV-13-10383-001

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

THE HONOURABLE)
JUSTICE MORAWETZ) MONDAY, THE 23RD
DAY OF DECEMBER, 2013

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JAGUAR MINING INC.

Applicant

MEETING ORDER

THIS MOTION made by the Applicant for an Order granting the relief set out in the Applicant's Notice of Motion, including *inter alia*:

- a) abridging, if necessary, the time for service of the Notice of Motion herein and dispensing with further service thereof;
- b) authorizing the Applicant to file with the Court a plan of compromise and arrangement of the Applicant under the *Companies' Creditors Arrangement Act* (the "CCAA");
- c) authorizing and directing the Applicant to call a meeting (the "**Meeting**" as more particularly defined in paragraph 25 hereof) of a single class of affected creditors

This is Exhibit C referred to in the
 affidavit of T. Douglas Dilbeck
 sworn before me, this 8th
 day of January, 2014
[Signature]
 A COMMISSIONER FIT FOR TAKING AFFIDAVITS

to consider and vote upon the plan of compromise and arrangement filed by the Applicant;

- d) providing certain directions in respect of the Share Offering contemplated by the Applicant's plan of compromise and arrangement; and
- e) granting such further relief as the Applicant may request and this Court shall permit,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of David M. Petroff, sworn December 23, 2013 (the "Petroff Affidavit"), the Pre-Filing Report of FTI Consulting Canada Inc. (the "Monitor") dated December 21, 2013 (the "Report"), filed, and on hearing the submissions of counsel for the Applicant, the Monitor, the Ad Hoc Committee (as defined in the Petroff Affidavit) and Global Resource Fund, no one appearing for any other person although duly served as appears from the affidavit of service of Evan Cobb sworn December 23, 2013,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Motion herein be and is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS

2. THIS COURT ORDERS that capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the draft Plan of Compromise and Arrangement in respect of the Applicant, which is included in Exhibit "A" to the Petroff Affidavit (as it may be amended in

accordance with its terms, the "Plan").

MONITOR'S ROLE

3. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under (i) the CCAA; (ii) the Initial Order; and (iii) the Claims Procedure Order, is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Meeting Order.

4. THIS COURT ORDERS that: (i) in carrying out the terms of this Meeting Order, the Monitor shall have all the protections given to it by the CCAA, the Initial Order, the Claims Procedure Order, or as an officer of the Court, including the stay of proceedings in its favour; (ii) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Meeting Order, save and except for any gross negligence or wilful misconduct on its part; (iii) the Monitor shall be entitled to rely on the books and records of the Applicant and any information provided by the Applicant without independent investigation; and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

PLAN OF COMPROMISE AND ARRANGEMENT

5. THIS COURT ORDERS that the Plan be and is hereby accepted for filing with the Court, and that the Applicant is authorized to seek approval of the Plan by the Affected Unsecured Creditors holding Voting Claims (as defined in the Claims Procedure Order) or Disputed Voting Claims (as defined in the Claims Procedure Order) (each an "Eligible Voting Creditor") at the Meeting in the manner set forth herein.

6. THIS COURT ORDERS that the Applicant be and is hereby authorized to amend, modify

and/or supplement the Plan, provided that any such amendment, modification or supplement shall be made in accordance with the terms of Section 13.4 of the Plan.

7. **THIS COURT ORDERS** that, if any amendments, modifications and/or supplements to the Plan as referred to in paragraph 6, above, would, if disclosed, reasonably be expected to affect an Eligible Voting Creditor's decision to vote for or against the Plan, notice of such amendment, modification and/or supplement shall be distributed in advance of the Meeting, subject to further order of this Court, by the Monitor using the method most reasonably practicable in the circumstances, as the Monitor may determine.

NOTICE OF MEETINGS

8. **THIS COURT ORDERS** that each of the following in substantially the forms attached to this Order as Schedules "A", "B", "C", "D", and "E", respectively, are hereby approved:

- (a) the form of notice of the Meeting and Sanction Hearing (the "**Notice of Meeting**");
- (b) the form of proxy for Affected Unsecured Creditors (the "**Affected Creditors Proxy**");
- (c) the voting instruction form for Beneficial Noteholders with respect to the Noteholders Allowed Claim (the "**Beneficial Noteholder Voting Instruction Form**");
- (d) the election form for Noteholders with respect to the Share Offering (the "**Election Form**"); and
- (e) the form of Master Proxy for Participant Holders (the "**Master Proxy**")

(collectively, with the Applicant's information circular, the "Information Package").

9. THIS COURT ORDERS that, notwithstanding paragraph 8 above, but subject to paragraph 6 above, the Applicant is hereby authorized to make such amendments, modifications and/or supplements to the Information Package, as the Applicant or the Monitor may determine ("Additional Information"), and that notice of such Additional Information shall be distributed by the Monitor using the method most reasonably practicable in the circumstances, as the Monitor may determine; provided, however, that such Additional Information is subject to the prior consent of the Majority Consenting Noteholders and the Monitor unless the Applicant determines (in consultation with its legal counsel) that such Additional Information is required by applicable Laws (in which case the Applicant shall provide advance written notice of such Additional Information to the Monitor, and to the Majority Consenting Noteholders by delivery of such written notice to Goodmans LLP, as counsel to the Ad Hoc Committee).

10. THIS COURT ORDERS that, as soon as practicable after the granting of this Order, the Monitor shall cause a copy of the Information Package (and any amendments made thereto in accordance with paragraph 9 hereof), this Order, and the Report to be posted on the Monitor's Website. The Monitor shall ensure that the Information Package (and any amendments made thereto in accordance with paragraph 9 hereof) remains posted on the Monitor's Website until at least one (1) Business Day after the Implementation Date.

11. THIS COURT ORDERS that, as soon as practicable after the granting of this Order, the Monitor shall send the Information Package (other than the Affected Creditors Proxy) to Globic Advisors (the "Solicitation/Election Agent").

12. THIS COURT ORDERS that, as soon as practicable after the granting of this Order, the Monitor shall send the Information Package (without the Instructions to Participant Holders, Beneficial Noteholder Voting Instruction Form, Master Proxy and the Election Form) to all Unsecured Creditors (other than Noteholders) known to the Applicant (and as the Applicant has advised the Monitor) as of the date of this Order by regular mail, facsimile, courier or e-mail at the last known address (including fax number or email address) for such Creditors set out in the books and records of the Applicant.

13. THIS COURT ORDERS that, as soon as practicable after the granting of this Order, the Applicant shall advise the Monitor of any known Creditors as of the date of this Order.

14. THIS COURT ORDERS that, as soon as practicable following the receipt of a request therefor, the Monitor shall send a copy of the Information Package (without the Instructions to Participant Holders, Beneficial Noteholder Voting Instruction Form, Master Proxy and the Election Form) by registered mail, facsimile, courier or e-mail, to each person who claims to be an Unsecured Creditor (other than Noteholders) and who, no later than three (3) Business Days prior to the Meeting (or any adjournment thereof), makes a written request for it.

15. THIS COURT ORDERS that, (i) as soon as practicable after the granting of this Order, and (ii) on or within one Business Day of January 6, 2014, the Monitor shall use reasonable efforts to cause the Notice of Meeting (substantially in the form attached hereto as Schedule "A") to be published for a period of one (1) Business Day in The Globe and Mail (National Edition) and the Wall Street Journal.

NOTEHOLDERS SOLICITATION PROCESS

16. THIS COURT ORDERS that the record date for the purposes of determining which Noteholders are entitled to receive notice of the Meeting and vote at the Meeting with respect to

their Noteholder's Allowed Claim shall be 5:00 p.m. (Toronto time) on December 19, 2013 (the "Noteholder Voting Record Date"), without prejudice to the right of the Applicant, with the consent of the Monitor and the Majority Consenting Noteholders, to set any other record date or dates for the purpose of distributions under the Plan or other purposes.

17. THIS COURT ORDERS that, unless already provided, as soon as practicable after the granting of this Order, the Trustees shall provide the Solicitation/Election Agent and the Monitor with a list showing the names and addresses of all persons who are DTC participants (each, a "Participant Holder") and the principal amount of Notes held by each Participant Holder as at the Noteholder Voting Record Date (the "Participant Holders List").

18. THIS COURT ORDERS that, upon receipt by the Solicitation/Election Agent and the Monitor of the Participant Holders List or other information identifying Participant Holders, the Solicitation/Election Agent shall promptly contact each Participant Holder to determine, in consultation with the Monitor, the number of Information Packages for Beneficial Noteholders such Participant Holder requires in order to provide one to each Beneficial Noteholder that has an account (directly or indirectly through an agent or custodian) with the Participant Holder, in which case each Participant Holder shall provide to the Solicitation/Election Agent a response within three (3) Business Days of receipt of this information request. The Solicitation/Election Agent shall forthwith deliver a copy of that response to the Monitor.

19. THIS COURT ORDERS that:

- (a) Upon receiving from a Participant Holder the information referred to in paragraph 18, the Solicitation/Election Agent, in consultation with the Monitor, shall send the Information Package (other than the Affected Creditors Proxy) to such Participant Holder via e-mail (with a copy to the Monitor) for distribution to

the applicable Beneficial Noteholders by such Participant Holder;

(b) On or before two (2) Business Days following the date of this Order, the Solicitation/Election Agent, in consultation with the Monitor, shall send via email to the Trustees, an electronic copy of the Information Package (other than the Affected Creditors Proxy); and

(c) As soon as practicable after the Applicant, the Monitor or the Solicitation/Election Agent receives a request from any person claiming to be a Beneficial Noteholder, the Solicitation/Election Agent, in consultation with the Monitor, shall send via email to such Beneficial Noteholder (with a copy to the Monitor) an electronic copy of the Information Package (other than the Affected Creditors Proxy).

20. THIS COURT ORDERS that each Participant Holder shall within three (3) Business Days of receipt of an Information Package complete the applicable section of the Beneficial Noteholder Voting Instruction Form and Election Form for each Beneficial Noteholder which has an account (directly or through an agent or custodian) with such Participant Holder and deliver to each such Beneficial Noteholder the Beneficial Noteholder Voting Instruction Form and Election Form as so completed and one copy of the Applicant's information circular (the "Information Circular") and the Notice of Meeting. The Participant Holder shall take any other action required to enable such Beneficial Noteholder to return to the Participant Holder a completed Beneficial Noteholder Voting Instruction Form and Election Form and to vote at the Meeting with respect to the Notes owned by such Beneficial Noteholder as at the Noteholder Voting Record Date and participate in the Share Offering.

21. THIS COURT ORDERS that accidental failure of, or accidental omission by, the Solicitation/Election Agent to provide a copy of the Information Package to any one or more of

the Participant Holders, the non-receipt of a copy of the Information Package by any Noteholder beyond the reasonable control of the Solicitation/Election Agent or any failure or omission to provide a copy of the Information Package as a result of events beyond the reasonable control of the Solicitation/Election Agent (including, without limitation, any inability to use postal services) shall not constitute a breach of this Order, and shall not invalidate any resolution passed or proceedings taken at the Meeting, but if any such failure or omission is brought to the attention of the Monitor prior to the Meeting, then the Monitor shall use reasonable efforts to rectify the failure or omission by the method and in the time most reasonably practicable in the circumstances.

22. **THIS COURT ORDERS** that the Monitor shall have no liability whatsoever to any Person regarding any act taken by, or any omission from, the Solicitation/Election Agent in connection with the Solicitation/Election Agent's responsibilities and activities in performing the services to the Applicant that are set out in this Order, the Claims Procedure Order, any agreement with the Applicant or any other order of this Court, and all Persons shall be and are hereby barred from commencing any action or proceeding against the Monitor with respect thereto.

23. **THIS COURT ORDERS** that with respect to votes to be cast at the Meeting by a Noteholder, it is the Beneficial Noteholder (and for greater certainty not the Registered Holder or the Participant Holder of such Notes, unless such Registered Holder or Participant Holder holds such Notes on its own behalf and not on behalf of any Beneficial Noteholder) who is entitled to cast such votes as an Eligible Voting Creditor. Each Beneficial Noteholder (or Registered Holder or Participant Holder that holds such Notes on its own behalf and not on behalf of any Beneficial Noteholder) that casts a vote at the Meeting in accordance with this Order shall be counted as an individual Creditor.

NOTICE SUFFICIENT

24. **THIS COURT ORDERS** that the publication of the Notice of Meeting in accordance with paragraph 15 above, the sending of a copy of the Information Package to Creditors in accordance with paragraph 12 above, the posting of the Information Package on the Monitor's Website, and the provision of notice to the Noteholders and others in the manner set out in paragraphs 10, 12, 16, 17 through 20 above, shall constitute good and sufficient notice of this Order, the Plan and the Notice of Meeting on all Persons who may be entitled to receive notice thereof, or who may wish to be present in person or by proxy at the Meeting or in these proceedings, and no other form of notice need be made on such Persons and no other document or material need be delivered to such Persons in respect of these proceedings. Notice shall be effective, in the case of mailing, three (3) Business Days after the date of mailing, in the case of delivery by courier, on the day after the courier was sent, in the case of any means of transmitted, recorded or electronic communication, when dispatched or delivered for dispatch and in the case of delivery by fax or e-mail, on the day the fax or e-mail was transmitted, unless such day is not a Business Day, or the fax or e-mail transmission was made after 5:00 p.m., in which case, on the next Business Day.

THE MEETING

25. **THIS COURT ORDERS** that the Applicant is hereby authorized and directed to call, hold and conduct a meeting at the offices of Norton Rose Fulbright Canada LLP, Royal Bank Plaza, South Tower, 200 Bay Street, Suite 3800, Toronto, Ontario, M5J 2Z4 on January 28, 2014, at 10:00 a.m. for the Affected Creditors Class (the "**Meeting**"), or as adjourned to such places and times as the Chair or Monitor may determine in accordance with paragraph 46 hereof, for the purposes of considering and voting on the resolution to approve the Plan and transacting such

other business as may be properly brought before the Meeting.

26. **THIS COURT ORDERS** that the only Persons entitled to notice of, to attend or to speak at the Meeting are the Eligible Voting Creditors (or their respective duly appointed proxyholders), representatives of the Monitor, the Applicant, the Consenting Noteholders, the Trustees, all such parties' financial and legal advisors, the Chair, Secretary and the Scrutineers. Any other person may be admitted to the Meeting only by invitation of the Applicant or the Chair.

AFFECTED CREDITORS CLASS

27. **THIS COURT ORDERS** that, for the purposes of voting at the Meeting, each Affected Unsecured Creditor (including a Beneficial Noteholder with respect to its Noteholder's Allowed Claim) shall be entitled to one vote as a member of the Affected Creditors Class.

28. **THIS COURT ORDERS** that, for the purposes of voting at the Meeting, the Voting Claim of any Beneficial Noteholder (or Registered Holder or Participant Holder that holds such Notes on its own behalf and not on behalf of any Beneficial Noteholder) shall be deemed to be equal to its Noteholder's Allowed Claim, as at the Noteholder Voting Record Date.

VOTING BY PROXIES

29. **THIS COURT ORDERS** that all proxies (including Master Proxies) submitted in respect of the Meeting (or any adjournment thereof) must be (a) submitted to the Monitor on or before 10:00 a.m. on the Business Day before the Meeting; and (b) in substantially the form attached to this Order as **Schedule "B"** (or, in the case of Master Proxies, **Schedule "E"**) or in such other form acceptable to the Monitor or the Chair. The Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any proxy is completed and executed, and may waive strict compliance with the requirements in connection

with the deadlines imposed in connection therewith.

30. THIS COURT ORDERS that each of the Beneficial Noteholders who holds its Notes through a Participant Holder and who wishes to vote at the Meeting shall execute a Beneficial Noteholder Voting Instruction Form, attached as **Schedule "C"**.

31. THIS COURT ORDERS that in order to cast its vote at the Meeting, each of the Beneficial Noteholders shall execute the Beneficial Noteholder Voting Instruction Form and return the Beneficial Noteholder Voting Instruction Form to their respective Participant Holder at or before 1:00 p.m. on the second Business Day before the Meeting. The Beneficial Noteholder Voting Instruction Form must clearly state the name and contain the signature of the applicable Participant Holder, the applicable account number or numbers of the account or accounts maintained by such Beneficial Noteholder with such Participant Holder, and the principal amount of Notes that such Beneficial Noteholder holds in each account or accounts (or otherwise).

32. THIS COURT ORDERS that each Participant Holder shall verify the Beneficial Noteholders' holdings of Notes indicated on the Beneficial Noteholder Voting Instruction Forms received by such Participant Holder and complete and include the amounts of such holdings on that Participant Holder's Master Proxy and shall deliver such Master Proxy so that it is received by the Solicitation/Election Agent at or before 5:00 p.m. on the second Business Day before the Meeting.

33. THIS COURT ORDERS that, the Solicitation/Election Agent shall, as soon as reasonably practical after receipt of Master Proxies, deliver the relevant information to the Monitor. By no later than 10:00 a.m. on the Business Day before the Meeting, the Solicitation/Election Agent shall deliver to the Monitor a summary of all information received by

the Solicitation/Election Agent along with copies of all Master Proxies received by the Solicitation/Election Agent. Notwithstanding the foregoing, the Chair shall have the discretion to accept for voting purposes any duly completed Beneficial Noteholder Voting Instruction Form filed at the Meeting with the Chair (or the Chair's designee) prior to the commencement of the Meeting.

34. THIS COURT ORDERS that, for the purposes of tabulating the votes cast on any matter that may come before the meeting, the Chair shall be entitled to rely on any vote cast by a holder of all proxies (including the Affected Creditors Proxies and all Master Proxies) that have been duly submitted to the Monitor in the manner set forth in this Meeting Order without independent investigation.

35. THIS COURT ORDERS that paragraphs 29 through 35 hereof, and the instructions contained in the Affected Creditors Proxy, the Beneficial Noteholders Voting Instruction Form and the Master Proxy attached hereto as Schedules "B", "C" and "E" shall govern the submission of such documents and any deficiencies in respect of the form or substance of such documents filed with the Monitor.

TRANSFERS OR ASSIGNMENTS OF CLAIMS

36. THIS COURT ORDERS that an Affected Unsecured Creditor other than a Noteholder may transfer or assign the whole of its Affected Unsecured Claim prior to the Meeting, in accordance with the Claims Procedure Order. If an Affected Unsecured Creditor other than a Noteholder transfers or assigns the whole of an Affected Unsecured Claim to another Person, such transferee or assignee shall not be entitled to attend and vote the transferred or assigned Affected Unsecured Claim at the applicable Meeting unless (i) the assigned Affected Unsecured Claim is a Voting Claim or Disputed Claim, or a combination thereof, and (ii) satisfactory notice of and proof of transfer or assignment has been delivered to the Monitor in accordance with the

Claims Procedure Order no later than three (3) Business Days prior to the date of the applicable Meeting.

37. THIS COURT ORDERS that nothing in this Order shall restrict the Noteholders who have beneficial ownership of a Claim in respect of the Notes from transferring or assigning such Claim, in whole or in part, and any such transfer or assignment shall be governed by the provisions of the Plan and the Claims Procedure Order, provided that nothing in this paragraph 37 shall limit or restrict the application of the Noteholder Voting Record Date and paragraph 16 hereof or the provisions of the Support Agreement or the Election Form with respect to transfers of Notes.

DISPUTED VOTING CLAIMS

38. THIS COURT ORDERS that notwithstanding anything to the contrary herein, in the event that an Affected Unsecured Creditor holds a Claim that is a Disputed Voting Claim as at the date of the Meeting, such Creditor may attend the Meeting and such Disputed Voting Claim may be voted at such Meeting by such Creditor (or its duly appointed proxyholder) in accordance with the provisions of this Order, without prejudice to the rights of the Applicant, the Monitor or the holder of the Disputed Voting Claim with respect to the final determination of the Disputed Claim for distribution purposes, and such vote shall be separately tabulated as provided herein, provided that votes cast in respect of any Disputed Voting Claim shall not be counted for any purpose, unless, until and only to the extent that such Disputed Voting Claim is finally determined to be a Voting Claim.

ENTITLEMENT TO VOTE AT THE MEETING

39. THIS COURT ORDERS that, for greater certainty, and without limiting the generality of anything in this Order, Persons holding Excluded Claims are not entitled to vote on the Plan at

the Meeting in respect of such Excluded Claim and, except as otherwise permitted herein, shall not be entitled to attend the Meeting.

40. **THIS COURT ORDERS** that subject to paragraphs 36 and 37, the only Persons entitled to vote at the Meeting in person or by proxy are Affected Unsecured Creditors.

41. **THIS COURT ORDERS** that, notwithstanding anything to the contrary herein, any Person with a Claim that meets the definition of "equity claim" under section 2(1) of the CCAA shall have no right to, and shall not, vote at the Meeting.

PROCEDURE AT THE MEETING

42. **THIS COURT ORDERS** that Greg Watson or another representative of the Monitor, designated by the Monitor, shall preside as the chair of the Meeting (the "Chair") and, subject to this Order or any further Order of the Court, shall decide all matters relating to the conduct of the Meeting.

43. **THIS COURT ORDERS** that a person designated by the Monitor shall act as secretary at the Meeting (the "Secretary") and the Monitor may appoint scrutineers for the supervision and tabulation of the attendance, quorum and votes cast at the Meeting (the "Scrutineers"). The Scrutineers shall tabulate the votes in respect of all Voting Claims and Disputed Voting Claims, if any, at the Meeting.

44. **THIS COURT ORDERS** an Eligible Voting Creditor that is not an individual may only attend and vote at the Meeting if it has appointed a proxyholder to attend and act on its behalf at such Meeting.

45. **THIS COURT ORDERS** that the quorum required at the Meeting shall be one Creditor with a Voting Claim present at such Meeting in person or by proxy. If the requisite quorum is not

present at the Meeting, then such Meeting shall be adjourned by the Chair to such time and place as the Chair deems necessary or desirable.

46. **THIS COURT ORDERS** the Meeting shall be adjourned to such date, time and place as may be designated by the Chair or the Monitor, if:

- (a) the requisite quorum is not present at the Meeting;
- (b) the Meeting is postponed by a vote of the majority in value of the Creditors with Voting Claims present in person or by proxy at the Meeting; or
- (c) prior to or during the Meeting, the Chair or the Monitor, in consultation with the Applicant and the Majority Consenting Noteholders, otherwise decides to adjourn such Meeting.

The announcement of the adjournment by the Chair at such Meeting (if the adjournment is during the Meeting), the posting of notice of such adjournment on the Monitor's Website, and written notice to the Service List with respect to such adjournment shall constitute sufficient notice of the adjournment and neither the Applicant nor the Monitor shall have any obligation to give any other or further notice to any Person of the adjourned Meeting.

47. **THIS COURT ORDERS** that the Chair be and is hereby authorized to direct a vote at the Meeting, by confidential written ballot or by such other means as the Chair may consider appropriate, with respect to: (i) a resolution to approve the Plan and any amendments thereto; and (ii) any other resolutions as the Monitor may consider appropriate in consultation with the Applicant and the Majority Consenting Noteholders.

48. **THIS COURT ORDERS** that the Monitor shall keep separate tabulations of votes cast in

respect of:

- (a) Voting Claims; and
- (b) Disputed Voting Claims, if applicable.

49. **THIS COURT ORDERS** that following the votes at the Meeting, the Scrutineers shall tabulate the votes and the Monitor shall determine whether the Plan has been accepted by the majorities of the Affected Creditor Class required pursuant to section 6 of the CCAA (the "Required Majorities").

50. **THIS COURT ORDERS** that the Monitor shall file a report with this Court by no later than one (1) Business Day after the Meeting or any adjournment thereof, as applicable, with respect to the results of the vote, including whether:

- (a) the Plan has been accepted by the Required Majorities in the Affected Creditor Class; and
- (b) whether the votes cast in respect of Disputed Voting Claims, if applicable, would affect the result of the vote.

51. **THIS COURT ORDERS** that a copy of the Monitor's report regarding the Meeting and the Plan shall be posted on the Monitor's Website prior to the Sanction Hearing.

52. **THIS COURT ORDERS** that if the votes cast by the holders of Disputed Voting Claims would affect whether the Plan has been approved by the Required Majorities, the Monitor shall report this to the Court in accordance with paragraph 50 of this Order, in which case (i) the Applicant or the Monitor may request this Court to direct an expedited determination of any material Disputed Voting Claims, as applicable, (ii) the Applicant may request that this Court

defer the date of the Sanction Hearing, (iii) the Applicant may request that this Court defer or extend any other time periods in this Order or the Plan, and/or (iv) the Applicant or the Monitor may seek such further advice and direction as may be considered appropriate.

TREATMENT OF CREDITORS

53. THIS COURT ORDERS that the result of any vote conducted at the Meeting shall be binding upon all Creditors of the Affected Creditor Class, whether or not any such Creditor was present or voted at the Meeting.

SANCTION HEARING AND ORDER

54. THIS COURT ORDERS that if the Plan has been accepted by the Required Majorities, the Applicant shall bring a motion seeking the Sanction Order on January 30, 2014, or as soon thereafter as the matter can be heard (the "Sanction Hearing").

55. THIS COURT ORDERS that service of the Notice of Meetings and the posting of this Order to the Monitor's Website pursuant to paragraphs 10 to 15 hereof shall constitute good and sufficient service of notice of the Sanction Hearing upon all Persons who may be entitled to receive such service and no other form of service or notice need be made on such Persons and no other materials need be served on such Persons in respect of the Sanction Hearing unless they have served and filed a Notice of Appearance in these proceedings.

56. THIS COURT ORDERS that any Person (other than the Applicant, the Monitor, Global Resource Fund, and counsel to the Ad Hoc Committee) wishing to receive materials in connection with the Sanction Hearing shall serve upon the lawyers for each of the Applicant, the Monitor, the Ad Hoc Committee, Global Resource Fund and all other parties on the Service List and file with this Court a Notice of Appearance by no later than 5:00 p.m. (Toronto time) on the

date that is 7 days prior to the Sanction Hearing.

57. **THIS COURT ORDERS** that any Person who wishes to oppose the motion for the Sanction Order shall serve upon the lawyers for each of the Applicant, the Monitor, the Ad Hoc Committee, Global Resource Fund and upon all other parties on the Service List, and file with this Court, a copy of the materials to be used to oppose the motion for the Sanction Order by no later than 5:00 p.m. (Toronto time) on the date that is 4 days prior to the Sanction Hearing.

58. **THIS COURT ORDERS** that if the Sanction Hearing is adjourned, only those Persons who are listed on the Service List (including those Persons who have complied with paragraph 56 of this Order) shall be served with notice of the adjourned date of the Sanction Hearing.

SHARE OFFERING

59. **THIS COURT ORDERS** that the record date for determining Eligible Investors entitled to participate in the Share Offering shall be 5:00 p.m. (Toronto time) on December 19, 2013 (the "Subscription Record Date").

60. **THIS COURT ORDERS** that, subject to Section 5.2(c) of the Plan, only Eligible Investors as at the Subscription Record Date are entitled to participate in the Share Offering.

61. **THIS COURT ORDERS** that the Applicant, in consultation with the Monitor, is authorized to use the Election Forms (including the forms of Rep Letters), substantially in the form of the draft attached as Schedule "D" hereto, with such amendments and additional information as the Applicant, in consultation with the Monitor, may determine are necessary or desirable, subject to the prior consent of the Majority Consenting Noteholders.

62. **THIS COURT ORDERS** that, subject to Section 5.2(c) of the Plan, in order to be qualified to participate in the Share Offering, Eligible Investors will be required to:

- (a) properly complete and duly execute an Election Form (including the appropriate form of Rep Letter); and
- (b) forward their properly completed and executed Election Form (including the properly completed, duly executed Rep Letter) to the Participant Holder by 1:00 p.m. on the second Business Day before the Meeting, so that it can be delivered by the Participant Holder to the Solicitation/Election Agent on or prior to 5:00 p.m. on the second Business Day before the Meeting (the "Election Deadline") or such later date as the Applicant may determine is appropriate in the circumstances subject to the prior consent of the Majority Consenting Noteholders and the Monitor.

63. **THIS COURT ORDERS** that each Participant Holder shall:

- (a) medallion/signature guarantee an Election Form for each Beneficial Noteholder which has an account (directly or through an agent or custodian) with such Participant Holder by applying or affixing such Participant Holder's Medallion/Signature Guarantee to the Election Form endorsed by the Participant Holder and restricted to the principal amount of Notes held by the Beneficial Noteholder as of December 31, 2013; and
- (b) deliver all Election Forms received by it pursuant to paragraph 62 above so that such Election Forms are received by the Solicitation/Election Agent (with a copy to the Monitor) on or prior to the Election Deadline or such later date as the

Applicant may determine is appropriate in the circumstances subject to the prior consent of the Majority Consenting Noteholders and the Monitor.

64. **THIS COURT ORDERS** that Eligible Investors will not be permitted to participate in the Share Offering as Participating Eligible Investors if the Solicitation/Election Agent has not received the Election Form, properly completed, duly executed and medallion/signature guaranteed, by the Election Deadline or such later date as the Applicant may determine is appropriate in the circumstances, subject to the prior consent of the Majority Consenting Noteholders and the Monitor.

GENERAL

65. **THIS COURT ORDERS** that the Applicant and the Monitor, in consultation with the Majority Consenting Noteholders, may, in their discretion, generally or in individual circumstances, waive in writing the time limits imposed on any Creditor under this Order if each of the Applicant and the Monitor deem it advisable to do so, without prejudice to the requirement that all other Creditors must comply with the terms of this Order.

66. **THIS COURT ORDERS** that any notice or other communication to be given pursuant to this Order by or on behalf of any Person to the Monitor or to the Solicitation/Election Agent shall be in writing and will be sufficiently given only if by mail, courier, e-mail, fax or hand-delivery addressed to:

(a) in the case of the Monitor:

FTI Consulting Canada Inc.
TD Waterhouse Tower
Suite 2010
79 Wellington Street
Toronto, Ontario M5K 1G8

Attention: Greg Watson and Jodi Porepa
Fax: (416) 649-8101
Email: Greg.Watson@fticonsulting.com
Jodi.Porepa@fticonsulting.com

(b) in the case of the Solicitation/Election Agent:

Globic Advisors
One Liberty Plaza, 23rd Floor
New York, NY
10006

Attention: Robert Stevens
Fax: (212) 271-3252
Email: rstevens@globic.com

(c) in the case of the Ad Hoc Committee:

Goodmans LLP
Suite 3400
333 Bay Street
Bay Adelaide Centre
Toronto, Ontario M5H 2S7

Attention: Rob Chadwick and Melanie Wagner
Fax: (416) 979-1234
Email: rchadwick@goodmans.ca
mwagner@goodmans.ca

67. THIS COURT ORDERS that notwithstanding any provision herein to the contrary, the Participant Holders, the Solicitation/Election Agent and the Monitor shall be entitled to rely upon any communication given pursuant to this Order (including any delivery of Election Forms, Master Proxies, Affected Creditor Proxies and Beneficial Noteholder Voting Instruction Forms) by e-mail or fax.

68. **THIS COURT ORDERS** that if any deadline set out in this Order falls on a day other than a Business Day, the deadline shall be extended to the next Business Day.

69. **THIS COURT ORDERS** that the Applicant or the Monitor may from time to time apply to this Court to amend, vary, supplement or replace this Order or for advice and directions concerning the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.

70. **THIS COURT ORDERS** that any interested party, other than the Applicant or the Monitor, that wishes to amend or vary this Order shall bring a motion before this Court on a date to be set by this Court upon the granting of this Order (the "**Comeback Date**"), and any such interested party shall give notice to each of the Applicant, the Monitor, the Ad Hoc Committee, Global Resource Fund and any other party or parties likely to be affected by the order sought at least four (4) days in advance of the Comeback Date.

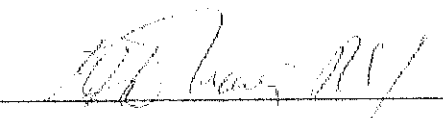
71. **THIS COURT ORDERS** that subject to any further Order of this Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Order, the terms, conditions and provisions of the Plan shall govern and be paramount.

EFFECT, RECOGNITION AND ASSISTANCE

72. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

73. **THIS COURT REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, Brazil or elsewhere to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in

carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.



12/20/13
NB

Exhibit D

...has confirmed to be a primary ...

BUSINESS CLASSIFIED

TO PLACE AN AD CALL: 1-800-560-0521 P. EMAIL: ADVERTISING@GLOBEANDMAIL.COM

NOTICE TO CREDITORS of JAGUAR MINING INC. (the "APPLICANT")

RE: NOTICE OF CCAA FILING
 NOTICE IS HEREBY GIVEN that on December 23, 2013 the Applicant sought and obtained an initial order (the "Initial Order") under the Companies' Creditors Arrangement Act, R.S.C. 1985, c.36, as amended (the "CCAA") from the Ontario Superior Court of Justice (Commercial List) at Toronto under court file number CV-13-10382-00CL Pursuant to the Initial Order, FTI Consulting Canada Inc. has been appointed as CCAA monitor (the "Monitor").
 PLEASE TAKE NOTICE that a copy of the Initial Order and other public information concerning this CCAA proceedings can be found on the Monitor's website at <http://fticonsulting.com/jaguar> or may be obtained by contacting the Monitor at:
 FTI Consulting Canada Inc.
 Court-appointed Monitor of Jaguar Mining Inc.
 79 Wellington Street West
 Suite 2010, P.O. Box 104
 Toronto, Ontario M5K 1G8
 Telephone: 416-649-8044
 Fax: 416-649-8101
 Email: jaguarmining@fticonsulting.com
 Website: <http://fticonsulting.com/jaguar>

NOTICE OF CLAIMS PROCEDURE FOR THE COMPANIES' CREDITORS ARRANGEMENT ACT

PLEASE TAKE NOTICE that this notice is being published pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) made on December 23, 2013 (the "Claims Procedure Order"). Pursuant to the Claims Procedure Order, a Claim Package will be sent to known Unsecured Creditors by mail, on or before December 30, 2013. Claimants may also obtain the Claims Procedure Order and a Claim Package from the website of the Monitor at <http://fticonsulting.com/jaguar>, or by contacting the Monitor by telephone (416-649-8044).
 Proofs of Claim must be submitted to the Monitor for any claim against the Applicant, whether unliquidated, contingent or otherwise, or a claim against any current or former officer or director of the Applicant, in each case where the claim (i) arose prior to December 23, 2013; or (ii) arose on or after December 23, 2013 as a result of the restructuring, liquidation, reorganization or discontinuance of the Applicant, or any other agreement or obligation of the Applicant, in each case, for more details, (including Eastern Time) on the applicable claims bar date, as set out in the Claims Procedure Order. It is your responsibility to ensure that the Monitor receives your Proof of Claim by the applicable claims bar date. CLAIMS WHICH ARE NOT RECEIVED BY THE APPLICABLE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.
 Capitalized terms used but not otherwise defined in this notice have the meaning ascribed to them in the Claims Procedure Order.
 The Monitor's contact details for additional information or materials related to the Meeting is:
 FTI Consulting Canada Inc.
 Court-appointed Monitor of Jaguar Mining Inc.
 79 Wellington Street West
 Suite 2010, P.O. Box 104
 Toronto, Ontario M5K 1G8
 Telephone: 416-649-8044
 Fax: 416-649-8101
 Email: jaguarmining@fticonsulting.com
 Website: <http://fticonsulting.com/jaguar>

NOTICE TO AFFECTED CREDITORS OF JAGUAR MINING INC. OF THE MEETING AND SANCTION HEARING

NOTICE IS HEREBY GIVEN that a plan of compromise and arrangement (the "Plan") has been filed with the Ontario Superior Court of Justice (Commercial List) under the Companies' Creditors Arrangement Act, R.S.C. 1985, c.36, as amended. NOTICE IS ALSO HEREBY GIVEN that a meeting of a single class of affected creditors (the "Meeting") will be held at 10:00 a.m. on January 28, 2014 (or such other date as may be set and announced in accordance with the Plan) at the 200 Bay Street, Suite 3800, Toronto, Ontario, M5H 1Z4 for the purpose to consider and vote upon the Plan filed by the Applicant. The Meeting is being held pursuant to the Order of the Court made on December 23, 2013 (the "Meeting Order"). A copy of the Meeting Order can be found on the Monitor's website at <http://fticonsulting.com/jaguar>. Claimants who wish to attend the Meeting should contact the Monitor for additional information or materials related to the Meeting is:
 FTI Consulting Canada Inc.
 Court-appointed Monitor of Jaguar Mining Inc.
 79 Wellington Street West
 Suite 2010, P.O. Box 104
 Toronto, Ontario M5K 1G8
 Telephone: 416-649-8044
 Fax: 416-649-8101
 Email: jaguarmining@fticonsulting.com
 Website: <http://fticonsulting.com/jaguar>

Court File No. CV-13-10382-00CL
ONTARIO SUPERIOR COURT OF JUSTICE (COMMERCIAL LIST)
 IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c.36, AS AMENDED
 AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF SILVER STREAMS MINES INC., SILVER STREAMS MINES INC. (SILVERSTREAMS) AND JAGUAR MINING INC. (JAGUAR) (COLLECTIVELY, "SILVER STREAMS") (INC. AND 2147528 ONTARIO INC. (COLLECTIVELY, "SILVER STREAMS")
 On December 17, 2013, Silver Streams obtained protection under the Companies' Creditors Arrangement Act pursuant to an order issued by the Ontario Superior Court of Justice (Commercial List) (the "Initial Order"). Grant Thornton Limited was appointed Monitor of Silver Streams ("Monitor").
 A copy of the Initial Order is available on the Monitor's website at: www.grantthornton.ca/shrestreams. Those wishing to receive a copy of the Initial Order by mail or to contact a reporter, call (416) 362-5023 or email: jan.ohre@gt.ca.

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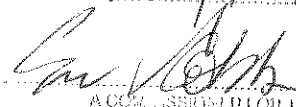
This is Exhibit D referred to in the affidavit of T. Douglas Wullock sworn before me, this 8th day of January, 2014

 A COMMISSIONER IN CHARGING AFFIDAVITS

Exhibit E

FRANCHISES

BOMBARDIER
NOTICE OF DIVIDENDS
 On October 30, 2013 the Board of Directors of Bombardier Inc. declared the following dividends:

Series 3 preferred shares	\$0.195675 CDN per share
Series 4 preferred shares	\$0.390825 CDN per share

These dividends will be paid on January 31, 2014 to the shareholders of record at the close of business on January 17, 2014

Daniel Desjardins
 Senior Vice President, General Counsel and Corporate Secretary
 October 31, 2013

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LEGALS

NOTICE TO AFFECTED CREDITORS OF JAGUAR MINING INC. OF THE MEETING AND SANCTION HEARING

NOTICE IS HEREBY GIVEN that a plan of compromise and arrangement (the "Plan") has been filed with the Ontario Superior Court of Justice (Commercial List) (the "Court") in respect of Jaguar Mining Inc. (the "Applicant") pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended.

NOTICE IS ALSO HEREBY GIVEN that a meeting of a single class of affected creditors (the "Meeting") will be held at 10:00 a.m. on January 28, 2014 (or such other date as may be set and announced in accordance with the Meeting Order) at the offices of Norton Rose Fulbright Canada LLP, Royal Bank Plaza, South Tower, 200 Bay Street, Suite 3800, Toronto, Ontario, M5J 2Z4 for the purpose to consider and vote upon the Plan filed by the Applicant. The Meeting is being held pursuant to the Order of the Court made on December 23, 2013 (the "Meeting Order"). A copy of the Meeting Order can be found on the Monitor's website at: fticonsulting.com/jaguar. Capitalized terms used but not otherwise defined in this notice have the meaning ascribed to them in the Meeting Order.

The Monitor's contact details for additional information or materials related to the Meeting is:

FTI Consulting Canada Inc.
 Court-appointed Monitor of Jaguar Mining Inc.
 TD South Tower
 79 Wellington Street West
 Suite 2010, P.O. Box 104
 Toronto, Ontario M5K 1G8
 Telephone: 416-649-8044
 Fax: 416-649-8101
 Email: jaguarmining@fticonsulting.com
 Website: <http://fticonsulting.com/jaguar>

NOTICE TO CREDITORS OF JAGUAR MINING INC. (THE "APPLICANT") AND/OR ITS DIRECTORS OR OFFICERS

RE: NOTICE OF CLAIMS BAR DATE IN COMPANIES' CREDITORS ARRANGEMENT ACT ("CCAA") PROCEEDINGS

NOTICE IS HEREBY GIVEN that pursuant to an Order of the Ontario Superior Court of Justice made December 23, 2013 (the "Order"), a claims procedure has been commenced for the purpose of identifying and determining all claims against the Applicant and the Directors and Officers (including former directors and officers) of the Applicant that are to be affected in the Applicant's Plan of Compromise and Arrangement under the CCAA.

PLEASE TAKE NOTICE that the claims procedure applies only to the Claims described in the Order. A copy of the Order and other public information concerning CCAA Proceedings can be found at the following website: fticonsulting.com/jaguar. Any creditor (other than Noteholders in respect of Claims pertaining to the Notes) who has not received a Claims Package and who believes that he or she has a Claim against the Applicant or a Director or Officer (including a former director or officer) under the Order must contact the Monitor in order to obtain a Proof of Claim form.

THE CLAIMS BAR DATE is 5:00 p.m. (Toronto Time) on January 22, 2014. Proofs of Claims in respect of Pre-filing Claims and Director/Officers Claims (other than Claims of Noteholders pertaining to the Notes) must be completed and filed with the Monitor on or before the Claims Bar Date.

THE RESTRUCTURING PERIOD CLAIMS BAR DATE is 5:00pm (Toronto Time) on the date that is seven (7) Calendar Days after termination, repudiation or resiliation of the agreement or other event giving rise to the Restructuring Period Claim. Proofs of Claim in respect of Restructuring Period Claims must be completed and filed with the Monitor on or before the Restructuring Period Claims Bar Date.

HOLDERS OF CLAIMS who do not file a Proof of Claim by the Claims Bar Date (other than Noteholders in respect of Claims pertaining to the Notes) or the Restructuring Period Claims Bar Date, as applicable, shall not be entitled to vote at any meeting of creditors regarding the plan of compromise and arrangement being proposed by the Applicant or to participate in any distribution under such plan, and any Claims such creditor may have against the Applicant and/or any of the Directors or Officers (including former directors and officers) of the Applicant shall be forever extinguished and barred.

CREDITORS REQUIRING INFORMATION or claim documentation may contact the Monitor at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission, email or telephone:

FTI Consulting Canada Inc.
 Court-appointed Monitor of Jaguar Mining Inc.
 TD South Tower
 79 Wellington Street West
 Suite 2010, P.O. Box 104
 Toronto, Ontario M5K 1G8
 Telephone: 416-649-8044
 Fax: 416-649-8101
 Email: jaguarmining@fticonsulting.com

Canada's truckers face exorbitant price of diesel also usually

Weather: E

Just as operations at airports were returning to normal after disruptions from the Christmas ice storm, the forced closing of air traffic in Montreal and Ottawa Sunday night, Air Canada spoke Peter Fitzpatrick said. The airline gave out 2,000 rooms to stranded passengers the Toronto area Sunday and added two special flights Monday with a Boeing 777-300. Porter Airlines cancelled two dozen flights out of Toronto on Monday because of the conditions and poor weather in Boston and Newark, spokesman Brad Cicero said. Where Porter has added flights to get stranded passengers home.

The weather's broader impact is likely to be temporary, but while it lasts the impact can be dramatic. Prices for natural gas in the New York City area skyrocketed day for any utilities in need of immediate supply.

Doug Porter, chief executive of BMO Nesbitt Burns Inc., said a significant proportion of bad weather can be when the sun comes out, panics can play catch up next day or the next week next month.

While some businesses as restaurants - may not what they lost, most others be able to make up the difference, he said.

Mr. Porter noted that the massive ice storm of when huge swaths of Quebec eastern Ontario were paralyzed for weeks, there was a significant short-term hit to the economy but then it roared back very quickly.

In the current spell of weather, companies are what they can to keep their operations running.

Canadian National Rail said it is running shorter and taking detours in regions where the snow and below normal temperatures are affecting switches and railroads. CN operates about 32,000 kilometers of rail in Canada and the

FROM PAGE 1

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Fundraising for private equity firms jumped 13 percent last year to \$43-billion. That, to account for borrowed money in buyouts, and that enough to fund almost a dollar of buyouts globally, not all of that will immediately in 2014, but are not raising money to it. Bankers and bond markets remain open for lending extremely favourable terms. Besides, there will be more money coming in. Preqin researcher Ignatius Fogart that 2,000 funds are on the right now, seeking about \$100 billion more from investors use in buyouts.

This is Exhibit **E** referred to in the affidavit of **T. Douglas Wallock** sworn before me, this **8th** day of **January, 2014**

[Signature]
 A COMMISSIONER IN CHARGE OF DEEDS

Exhibit F

ADVERTISEMENT

Legal Notices

To advertise: 800-366-3975 or WSJ.com/classifieds

PUBLIC NOTICES

NOTICE OF CLAIMS PROCEDURE FOR JAGUAR MINING INC. (The Applicant) PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT

PLEASE TAKE NOTICE that this notice is being published pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) made on December 23, 2013 (the "Claims Procedure Order"). Pursuant to the Claims Procedure Order, a Claim Package will be sent to known unsecured creditors by mail, on or before December 30, 2013. Claimants may also obtain the Claims Procedure Order and a Claim Package from the website of the Monitor at <http://cfcanada.fticonsulting.com/jaguar>, or by contacting the Monitor by telephone (416-649-8044).

Proofs of Claim must be submitted to the Monitor for any claim against the Applicant, whether unliquidated, contingent or otherwise, or a claim against any current or former officer or director of the Applicant, in each case where the claim (i) arose prior to December 23, 2013, or (ii) arose on or after December 23, 2013 as a result of the restructuring, termination, repudiation or disclaimer of any lease, contract, or other agreement or obligation. Please consult the Claim Package for more details.

Completed Proofs of Claim must be received by the Monitor by 5:00 p.m. (prevailing Eastern Time) on the applicable claims bar date, as set out in the Claims Procedure Order. It is your responsibility to ensure that the Monitor receives your Proof of Claim by the applicable claims bar date.

CLAIMS WHICH ARE NOT RECEIVED BY THE APPLICABLE CLAIMS BAR DATE WILL BE BARRED AND EXTINGUISHED FOREVER.

Capitalized terms used but not otherwise defined in this notice have the meaning ascribed to them in the Claims Procedure Order.

The Monitor's contact details for additional information or materials related to the Meeting is:

FTI Consulting Canada Inc.
Court-appointed Monitor of
Jaguar Mining Inc.
TD South Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario M5K 1G8

Telephone: 416-649-8044
Fax: 416-649-8101
Email: jaguarmining@fticonsulting.com
Website: <http://cfcanada.fticonsulting.com/jaguar>

PUBLIC NOTICES

NOTICE TO AFFECTED CREDITORS OF JAGUAR MINING INC. OF THE MEETING AND SANCTION HEARING.

NOTICE IS HEREBY GIVEN that a plan of compromise and arrangement (the "Plan") has been filed with the Ontario Superior Court of Justice (Commercial List) (the "Court") in respect of Jaguar Mining Inc. (the "Applicant") pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended.

NOTICE IS ALSO HEREBY GIVEN that a meeting of a single class of affected creditors (the "Meeting") will be held at 10:00 a.m. on January 28, 2014 (or such other date as may be set and announced in accordance with the Meeting Order) at the offices of Norton Rose Fulbright Canada LLP, Royal Bank Plaza, South Tower, 200 Bay Street, Suite 3600, Toronto, Ontario, M5J 2Z4 for the purpose to consider and vote upon the Plan filed by the Applicant. The Meeting is being held pursuant to the Order of the Court made on December 23, 2013 (the "Meeting Order"). A copy of the Meeting Order can be found on the Monitor's website at: <http://cfcanada.fticonsulting.com/jaguar>. Capitalized terms used but not otherwise defined in this notice have the meaning ascribed to them in the Meeting Order.

The Monitor's contact details for additional information or materials related to the Meeting is:

FTI Consulting Canada Inc.
Court-appointed Monitor of
Jaguar Mining Inc.
TD South Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario M5K 1G8

Telephone: 416-649-8044
Fax: 416-649-8101
Email: jaguarmining@fticonsulting.com
Website: <http://cfcanada.fticonsulting.com/jaguar>

NOTICE TO CREDITORS OF JAGUAR MINING INC. (The Applicant) RE: NOTICE OF CCAA FILINGS

NOTICE IS HEREBY GIVEN that on December 23, 2013 the Applicant sought and obtained an initial order (the "Initial Order") under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA") from the Ontario Superior Court of Justice (Commercial List) at Toronto under court file number CV-13-10383-00CL. Pursuant to the Initial Order, FTI Consulting Canada Inc. has been appointed as CCAA monitor (the "Monitor").

PLEASE TAKE NOTICE that a copy of the Initial Order and other public information concerning these CCAA proceedings can be found on the Monitor's website at <http://cfcanada.fticonsulting.com/jaguar> or may be obtained by contacting the Monitor at:

FTI Consulting Canada Inc.
Court-appointed Monitor of
Jaguar Mining Inc.
TD South Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario M5K 1G8

Telephone: 416-649-8044
Fax: 416-649-8101
Email: jaguarmining@fticonsulting.com
Website: <http://cfcanada.fticonsulting.com/jaguar>

This is Exhibit F referred to in the affidavit of T. Douglas Willock sworn before me, this 8th day of January, 2014
[Signature]
A COMMISSIONER IN CHIEF TAKING AFFIDAVITS

Exhibit G

ADVERTISEMENT

Legal Notices

To advertise: 800-366-3975 or WSJ.com/classifieds

PUBLIC NOTICES

NOTICE TO CREDITORS OF JAGUAR MINING INC. (THE "APPLICANT") AND/OR ITS DIRECTORS OR OFFICERS
RE: NOTICE OF CLAIMS BAR DATE IN COMPANIES' CREDITORS ARRANGEMENT ACT ("CCAA") PROCEEDINGS

NOTICE IS HEREBY GIVEN that pursuant to an Order of the Ontario Superior Court of Justice made December 23, 2013 (the "Order"), a claims procedure has been commenced for the purpose of identifying and determining all claims against the Applicant and the Directors and Officers (including former directors and officers) of the Applicant that are to be affected in the Applicant's Plan of Compromise and Arrangement under the CCAA.

PLEASE TAKE NOTICE that the claims procedure applies only to the Claims described in the Order. A copy of the Order and other public information concerning CCAA Proceedings can be found at the following website: <http://cfcanada.fticonsulting.com/jaguar>. Any creditor (other than Noteholders in respect of Claims pertaining to the Notes) who has not received a Claims Package and who believes that he or she has a Claim against the Applicant or a Director or Officer (including a former director or officer) under the Order must contact the Monitor in order to obtain a Proof of Claim form.

THE CLAIMS BAR DATE is 5:00 p.m. (Toronto Time) on January 22, 2014. Proofs of Claim in respect of Pre-filing Claims and Director/Officer Claims (other than Claims of Noteholders pertaining to the Notes) must be completed and filed with the Monitor on or before the Claims Bar Date.

THE RESTRUCTURING PERIOD CLAIMS BAR DATE is 5:00pm (Toronto Time) on the date that is seven (7) Calendar Days after termination, repudiation or resiliation of the agreement or other event giving rise to the Restructuring Period Claim. Proofs of Claim in respect of Restructuring Period Claims must be completed and filed with the Monitor on or before the Restructuring Period Claims Bar Date.

HOLDERS OF CLAIMS who do not file a Proof of Claim by the Claims Bar Date (other than Noteholders in respect of Claims pertaining to the Notes) or the Restructuring Period Claims Bar Date, as applicable, shall not be entitled to vote at any meeting of creditors regarding the plan of compromise and arrangement being proposed by the Applicant or to participate in any distribution under such plan, and any Claims such creditor may have against the Applicant and/or any of the Directors or Officers (including former directors and officers) of the Applicant shall be forever extinguished and barred.

CREDITORS REQUIRING INFORMATION or claim documentation may contact the Monitor at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission, email or telephone:

FTI Consulting Canada Inc.
Court-appointed Monitor of
Jaguar Mining Inc.
Claims Process
7D South Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario M5X 1G8
Telephone: 416-649-8044
Fax: 416-649-8101
Email: jaguarmining@fticonsulting.com
[fticonsulting.com](http://cfcanada.fticonsulting.com)

PUBLIC NOTICES

NOTICE TO AFFECTED CREDITORS OF JAGUAR MINING INC. OF THE MEETING AND SANCTION HEARING

NOTICE IS HEREBY GIVEN that a plan of compromise and arrangement (the "Plan") has been filed with the Ontario Superior Court of Justice (Commercial List) (the "Court") in respect of Jaguar Mining Inc. (the "Applicant") pursuant to the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended.

NOTICE IS ALSO HEREBY GIVEN that a meeting of a single class of affected creditors (the "Meeting") will be held at 10:30 a.m. on January 28, 2014 (or such other date as may be set and announced in accordance with the Meeting Order) at the offices of Norton Rose Fulbright Canada LLP, Royal Bank Plaza, South Tower, 200 Bay Street, Suite 3800, Toronto, Ontario, M5J 2Z4 for the purpose to consider and vote upon the Plan filed by the Applicant. The Meeting is being held pursuant to the Order of the Court made on December 23, 2013 (the "Meeting Order"). A copy of the Meeting Order can be found on the Monitor's website at: <http://cfcanada.fticonsulting.com/jaguar>. Capitalized terms used but not otherwise defined in this notice have the meaning ascribed to them in the Meeting Order.

The Monitor's contact details for additional information or materials related to the Meeting is:

FTI Consulting Canada Inc.
Court-appointed Monitor of
Jaguar Mining Inc.
7D South Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario M5X 1G8
Telephone: 416-649-8044
Fax: 416-649-8101
Email: jaguarmining@fticonsulting.com
Website: <http://cfcanada.fticonsulting.com/jaguar>


This is Exhibit 6 referred to in the affidavit of T. Douglas Oulbeck sworn before me, this 8th day of January, 2014

A COMMISSIONER FOR THE PROVISIONAL LIQUIDATION OF JAGUAR MINING INC.

Exhibit H

UNITED STATES DISTRICT COURT
DISTRICT OF NEW HAMPSHIRE

DANIEL R. TITCOMB, ROBERT J. LLOYD,
JAMES M. ROLLER, WILLIAM E. DOW,
JEFFREY KIRCHHOFF, AND BRAZILIAN
RESOURCES, INC.

Plaintiffs,

- v. -

JAGUAR MINING, INC., GARY E. GERMAN,
GILMOUR CLAUSEN, JOHN ANDREWS,
RICHARD FALCONER, DAVID PETROFF,
AND FREDERICK HERMAN

Defendants

This is Exhibit H referred to in the
affidavit of T. Douglas Wilcock
sworn before me, this 8th
day of January, 2014
[Signature]
A COMMISSIONER FOR TAKING AFFIDAVITS

Civil Action No. 1:13-cv-428-JL

**PLAINTIFFS' MOTION TO STAY CASE AND SUSPEND ALL DEADLINES PENDING
FURTHER ORDER OF COURT DUE TO STAY ORDERED BY CANADIAN COURT
ON ALL ACTIONS AGAINST JAGUAR, ITS SUBSIDIARIES AND OFFICERS AND
DIRECTORS PURSUANT TO THE COMPANIES' CREDITOR ARRANGEMENT ACT
(CCAA) UNDER CANADIAN LAW**

1. The above-referenced Plaintiffs, by and through their counsel, were notified that Defendants obtained in the Ontario Superior Court an Initial Order to stay all proceedings against them through January 22, 2013, pursuant to the Companies' Creditor Arrangement Act ("CCAA"). A copy of the Notice and Initial Order, dated December 23, 2013, are attached as Exhibit A. See in particular paragraphs 14-17, 21 and 51.

2. Currently, Plaintiffs have a deadline in this Court to file their objections to Defendants' Motions to Dismiss by December 30, 2013. Plaintiffs believe that filing such objections would be in violation of the aforementioned stay.

3. It appears that Defendant Jaguar is seeking a recapitalization of its debt in a Canadian procedure analogous to a United States Chapter 11 Bankruptcy Petition and additionally seeks protection for its officers and directors and subsidiaries.

4. The Ontario Superior Court appointed a “monitor” in the CCAA action which appears analogous to a trustee in a United States Bankruptcy Protection matter.

5. Paragraph 51 of the Notice and Order states that

this court hereby requests the aid and recognition of any court tribunal or administrative body having jurisdiction in Canada, the United States, Brazil or elsewhere to give effect to this Order and to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

See Exhibit A.

6. Plaintiffs’ counsel has spoken with the Monitor and the Monitor confirmed that she believes this Stay Order applies to the above captioned action and that she expects Plaintiffs to cease proceeding in the above captioned matter during the stay period.

7. In particular, Defendants’ proposed recapitalization plan specifically discusses this litigation and states that Plaintiffs will have their legal rights affected. See Exhibit B, select pages of Affidavit of Defendant David M. Petroff in support of Jaguar’s Canadian filings.¹

8. Jaguar characterizes this litigation as being “in large part based upon claimed losses in respect of equity shares of Jaguar held by the plaintiffs.” Id. at 98 (c). The Plan proposes to dilute existing shareholder shares and proposes “cancellation of all other equity

¹ As this document is 728 pages with exhibits, it is not attached in full but available at <http://cfcanda.fticonsulting.com/jaguar/docs/Affidavit%20of%20David%20Petroff.pdf>. The select pages are examples where this litigation is discussed. There are other instances throughout the document.

interests and equity claims (as such term is defined in the CCAA) for no consideration.” Id. at ¶ 17.

9. Plaintiffs must now engage Canadian counsel to preserve their rights under the claim procedure and to analyze any challenges to its applicability to this action.

10. Defendants’ counsel in the above captioned matter has not yet taken a position on this motion but has suggested that Defendants may not be seeking protection of the stay in this matter. This position appears to be opposite to the position Defendants took before the Ontario Superior Court and opposite the Monitor’s position as expressed to Plaintiffs’ counsel, and contrary to the Ontario Superior Court Order.

11. Further, Plaintiffs do not believe Defendants can authorize Plaintiffs to violate a court order.

12. The Order specifies that as to actions against Jaguar, no proceeding . . . in any court . . . shall be commenced or continued against or in respect of [Jaguar] . . . or affecting the Business or the Property, except with the written consent of [Jaguar] and the Monitor, or with leave of this Court, and any and all Proceeding currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court. See Exhibit A ¶ 14.

13. Plaintiffs have not received written consent of the Monitor and Jaguar, nor has Plaintiff received a contrary Court Order.

14. As to Directors and Officers of Jaguar, the Order specifies that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA [regarding director’s guarantees and not applicable here], no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant [Jaguar] with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as

directors or officers of the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

Id. at ¶ 21.

15. Again, no such compromise or arrangement has been reached and no such Court sanction has been obtained.

16. Accordingly, Plaintiffs respectfully request that this Court stay all pending deadlines in the above captioned action, including Plaintiffs' deadline to object to Defendants' Motion to Dismiss, through January 22, 2014 and until such later date when the Ontario Superior Court lifts its stay, Orders relief from Stay or the CCAA proceeding is concluded or until Plaintiffs have been granted relief from stay by a Court of competent jurisdiction.

17. Plaintiffs' counsel sought the assent of Defendants' counsel, but they take no position at this time.

18. A Memorandum of law is not required in support of this Motion, as the relief requested rest within the sound discretion of this court.

WHEREFORE, Plaintiffs' respectfully request that this Honorable Court,

- A. Stay this action until January 22, 2014 and until such later date when the Ontario Superior Court lifts its stay, Orders relief from Stay or the CCAA proceeding is concluded;
- B. Stay and suspend Plaintiffs' deadline to respond to Defendants' Motions to Dismiss until further Order of this Court;
- C. Grant any other relief as is just and proper.

Respectfully submitted,

DANIEL R. TITCOMB, ROBERT J.
LLOYD, JAMES M. ROLLER, WILLIAM
E. DOW, JEFFREY KIRCHHOFF, AND
BRAZILIAN RESOURCES, INC.

By and through their attorneys,

HAGE HODES, P.A. and
COHAN, RASNICK MYERSON LLP

Dated: December 27, 2013

By: /s/ Jamie N. Hage
Jamie N. Hage, Esquire (NHB #1054)
Kathleen A. Davidson, Esq. (NHB # 19535)
Hage Hodes, P.A.
1855 Elm Street
Manchester, New Hampshire 03104
Tel: (603) 668-2222
jhage@hagehodes.com
kdavidson@hagehodes.com

and

Robert D. Cohan (pro hac vice)
Cohan Rasnick Myerson LLP
One State Street, Suite 1200
Boston, MA 02109
Tel.: (617) 742-1820
rcohan@crmlp.com

CERTIFICATE OF SERVICE

I certify that on this day, December 27, 2013, the foregoing was filed and served electronically through ECF upon all counsel of record.

By: /s/ Jamie N. Hage
Jamie N. Hage, Esquire

EXHIBIT A

Court File No.

CV-13-10383-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) MONDAY, THE 23RD
JUSTICE MORAWETZ) DAY OF DECEMBER, 2013

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JAGUAR MINING INC.

Applicant

INITIAL ORDER

THIS APPLICATION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of David M. Petroff sworn December 23, 2013 and the Exhibits thereto (the "**Petroff Affidavit**"), the Pre-Filing Report of FTI Consulting Canada Inc. in its capacity as the Proposed Monitor (as defined in the Petroff Affidavit), dated December 21, 2013, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicant, FTI Consulting Canada Inc., as Proposed Monitor, the Ad Hoc Committee (as defined in the Petroff Affidavit), and Global Resource Fund, no one appearing for any other person although duly served as appears from the affidavit of service of Evan Cobb sworn December 23, 2013 and on reading the consent of FTI Consulting Canada Inc. to act as the Monitor (in such capacity, the "**Monitor**"),

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged and validated so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicant is a company to which the CCAA applies.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the Applicant shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "Business") and Property. The Applicant shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, directors, counsel and such other persons, including counsel to the Special Committee (as defined in the Petroff Affidavit) (collectively "Assistants") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. THIS COURT ORDERS that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

- (a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies

and arrangements; and

- (b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings or in respect of the Applicant's public listing requirements, at their standard rates and charges.

6. THIS COURT ORDERS that, except as otherwise provided to the contrary herein or in the Support Agreement, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

- (a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and
- (b) payment for goods or services actually supplied to the Applicant following the date of this Order.

7. THIS COURT ORDERS that the Applicant shall remit, in accordance with legal requirements, or pay:

- (a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;
- (b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

- (c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

8. THIS COURT ORDERS that until a real property lease is disclaimed in accordance with the CCAA, the Applicant shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicant and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

9. THIS COURT ORDERS that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business. Notwithstanding the foregoing, the Applicant is authorized and directed until further order of this Court to pay any monthly interest amounts that may become due and owing to Global Resource Fund under the Reinvest Facility (as such term is defined in the Petroff Affidavit).

RESTRUCTURING

10. THIS COURT ORDERS that the Applicant shall, subject to such requirements as are imposed by the CCAA and the terms of the Support Agreement, have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations;

- (b) terminate the employment of such of its employees as it deems appropriate;
- (c) retain a solicitation agent and an election agent (the "Solicitation/Election Agent") and permit it to obtain proxies and/or voting information and subscription election forms from registered and beneficial holders of the Notes (as defined in the Petroff Affidavit) in respect of the Plan and any amendments thereto; and
- (d) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicant to proceed with an orderly restructuring of the Business (the "Restructuring").

11. THIS COURT ORDERS that the Applicant shall provide each of the relevant landlords with notice of the Applicant's intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicant's entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicant, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer of the lease shall be without prejudice to the Applicant's claim to the fixtures in dispute.

12. THIS COURT ORDERS that if a notice of disclaimer is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicant and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer, the relevant landlord shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicant in respect of such lease or leased premises and such landlord shall be entitled to notify the Applicant of the basis on which it is taking possession and to gain

possession of and re-lease such leased premises to any third party or parties on such terms as such landlord considers advisable, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

SUPPORT AGREEMENT AND BACKSTOP AGREEMENT

13. THIS COURT ORDERS that the Applicant is authorized and empowered to take all steps and actions in respect of, and to comply with all of its obligations pursuant to, the Support Agreement and the Backstop Agreement (each as defined in the Petroff Affidavit) and its various obligations thereunder, and that nothing in this Order shall be construed as waiving or modifying any of the rights, commitments or obligations of Jaguar, its Subsidiaries, the Consenting Noteholders (as defined in the Petroff Affidavit) and the Backstop Parties (as defined in the Petroff Affidavit) under the Support Agreement and the Backstop Agreement, as applicable.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

14. THIS COURT ORDERS that until and including January 22, 2014, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

15. THIS COURT ORDERS that during the Stay Period, no Proceeding shall be commenced or continued: (i) against or in respect of any of the Applicant's direct or indirect subsidiaries (each a "Subsidiary" and, collectively, the "Subsidiaries") with respect to any guarantee, contribution or indemnity obligation, liability or claim in respect of, or that relates to, any agreement involving the Applicant, or the obligations, liabilities and claims of, against or affecting the Applicant or the Business (collectively, the "Applicant Related Liabilities"); (ii) against or in respect of any of a Subsidiary's current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Subsidiary Property") with respect to any Applicant Related Liabilities (the matters referred to in (i) and (ii) being, collectively, the "Applicant Related Proceedings Against

Subsidiaries"), except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Applicant Related Proceedings Against Subsidiaries currently under way by any Person are hereby stayed and suspended pending further order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

16. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

17. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any Person against or in respect of any Subsidiary or Subsidiary Property in respect of any Applicant Related Liabilities are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Subsidiary to carry on any business which the Subsidiary is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

18. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

19. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written

agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

20. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

21. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

22. THIS COURT ORDERS that the Applicant shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicant after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

23. THIS COURT ORDERS that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Property, which charge shall not exceed an aggregate amount of \$150,000, as security for the indemnity provided in paragraph 22 of this Order. The Directors' Charge shall have the priority set out in paragraphs 37 and 40 herein.

24. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 22 of this Order.

APPOINTMENT OF MONITOR

25. THIS COURT ORDERS that FTI Consulting Canada Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicant with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

26. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicant's receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;
- (c) advise the Applicant in its preparation of the Applicant's cash flow statements;
- (d) advise the Applicant on any amendments to the Plan;
- (e) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' meetings for voting on the Plan;
- (f) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicant, to the extent that is necessary to adequately assess the Applicant's business and financial affairs or to perform its duties arising under this Order;
- (g) assist the Solicitation/Election Agent to obtain proxies and/or voting information and subscription election forms from registered and beneficial holders of the Notes in respect of the Plan and any amendments thereto;
- (h) assist the Applicant, to the extent required by the Applicant, with its restructuring activities;
- (i) assist the Applicant, to the extent required by the Applicant, with any matters relating to any foreign proceedings commenced in relation to the Applicant, including retaining independent legal counsel, agents, experts, accountants or such other persons as the Monitor deems necessary or advisable respecting the exercise of this power;
- (j) engage in discussions with the Ad Hoc Committee and the Applicant's secured creditors, independent of the Applicant and, to the extent that any written reports with respect to these proceedings are delivered by the Monitor (or its advisors) to the Ad Hoc Committee (or its advisors), copies of those written reports shall be delivered by the Monitor (or its advisors) to Global Resource Fund (or its advisors) as soon as

reasonably practicable following delivery to the Ad Hoc Committee;

- (k) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (l) perform such other duties as are required by this Order or by this Court from time to time.

27. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

28. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property (or any Subsidiary Property) that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property (or any Subsidiary Property) within the meaning of any Environmental Legislation, unless it is actually in possession.

29. THIS COURT ORDERS that the Monitor shall provide any creditor of the Applicant with information provided by the Applicant in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph. In the case of information that the Monitor has been advised by the Applicant is

confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

30. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

31. THIS COURT ORDERS that the Monitor, domestic and foreign counsel to the Monitor, domestic and foreign counsel to the Applicant, counsel to the Special Committee (as defined in the Petroff Affidavit) domestic and foreign counsel to the Ad Hoc Committee and counsel to Global Resource Fund shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, whether incurred prior to or after the date of this Order, by the Applicant as part of the costs of these proceedings; and (ii) the Financial Advisors (as defined in the Petroff Affidavit) shall be paid their reasonable fees and disbursements, in each case in accordance with the terms of the FA Engagement Letters (as defined in the Petroff Affidavit), whether incurred prior to or after the date of this Order. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, domestic and foreign counsel for the Monitor, domestic and foreign counsel for the Applicant, domestic and foreign counsel for the Ad Hoc Committee and counsel to the Special Committee weekly, or on such basis as otherwise agreed by the Applicant and the applicable payee and, in addition, the Applicant is hereby authorized to pay to the Monitor and counsel for the Monitor retainers in the amounts of \$75,000 and \$40,000, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

32. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

33. THIS COURT ORDERS that the Monitor, domestic and foreign counsel to the Monitor, the Applicant's domestic and foreign counsel, counsel to the Special Committee, domestic and foreign counsel to the Ad Hoc Committee and the Financial Advisors shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which

charge shall not exceed an aggregate amount of \$5,000,000, as security for their professional fees and disbursements incurred at their standard rates and charges, and in the case of the Financial Advisors, professional fees and disbursements incurred pursuant to the terms of the FA Engagement Letters, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall consist of two separate charges (the Primary Administration Charge and the Subordinate Administration Charge (each as defined below)) with the priorities set out in paragraphs 37 and 40 hereof.

APPROVAL OF FINANCIAL ADVISORS' ENGAGEMENT

34. THIS COURT ORDERS that the Applicant is authorized to continue the engagement of the Financial Advisors on the terms and conditions set out in the FA Engagement Letters.

35. THIS COURT ORDERS that the FA Engagement Letters be and are hereby ratified and confirmed and the Applicant is authorized to perform its obligations thereunder.

36. THIS COURT ORDERS that any claims of the Financial Advisors under the FA Engagement Letters shall be treated as unaffected in any Plan.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

37. THIS COURT ORDERS that the priorities of the Directors' Charge, the Primary Administration Charge, the Revest Security (as defined below) and the Subordinated Administration Charge, as among them, shall be as follows:

First - Administration Charge (to the maximum amount of \$500,000) (the "Primary Administration Charge");

Second - Directors' Charge (to the maximum amount of \$150,000);

Third - Revest Security; and

Fourth - the Administration Charge (to a maximum of \$4,500,000) (the "Subordinated Administration Charge").

38. THIS COURT ORDERS that notwithstanding anything to the contrary herein, each of the Financial Advisors shall only be entitled to the benefit of the Primary Administration Charge with

respect to their respective monthly work fees as set out in the terms and conditions of their respective FA Engagement Letters.

39. THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge, or the Administration Charge (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

40. THIS COURT ORDERS that each of the Directors' Charge and the Administration Charge (all as constituted and defined herein) shall constitute a charge on the Property and, except as provided in Paragraph 37, with respect to the Subordinated Administration Charge, such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person, with the exception of any Encumbrances ranking in priority to the security granted by the Applicant to secure the obligations under the Renvest Facility prior to the date hereof (the "Renvest Security").

41. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge, the Administration Charge, or the Renvest Security unless the Applicant also obtains the prior written consent of the Monitor, and the beneficiaries of the Directors' Charge and the Administration Charge, and (if such Encumbrances rank in priority to, or *pari passu* with, the Renvest Security) Global Resource Fund, or further Order of this Court.

42. THIS COURT ORDERS that the Directors' Charge and the Administration Charge shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with

respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the Applicant of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the Applicant pursuant to this Order and the granting of the Charges, do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

43. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicant's interest in such real property leases.

SERVICE AND NOTICE

44. THIS COURT ORDERS that the Monitor shall: (i) as soon as practicable after the granting of this Order, publish in the Globe and Mail (National Edition) and the Wall Street Journal a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicant of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder. The list included in subparagraph (C) above shall not include the names, addresses or estimated amounts of the claims of those creditors who are individuals or any personal information in respect of an individual.

45. THIS COURT ORDERS that the Applicant and the Monitor be at liberty to serve this

Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

46. THIS COURT ORDERS that the Applicant, the Monitor, the Ad Hoc Committee, Global Resource Fund and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' email addresses as recorded on the Service List from time to time, and the Monitor may post a copy of any or all such materials on its website at:

<http://cfcanada.fticonsulting.com/jaguar>.

47. THIS COURT ORDERS that all written reports delivered by the Applicant (or its advisors) to the Ad Hoc Committee (or its advisors) with respect to these proceedings shall also be delivered by the Applicant (or its advisors) to Global Resource Fund (or its advisors) as soon as reasonably practicable following delivery to the Ad Hoc Committee.

SEALING OF CONFIDENTIAL EXHIBITS

48. THIS COURT ORDERS that Confidential Exhibits "A" and "B" be and are hereby sealed pending further Order of the Court and shall not form part of the public record.

GENERAL

49. THIS COURT ORDERS that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

50. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

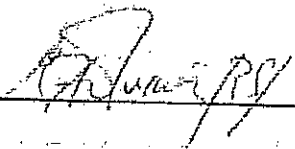
51. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal,

regulatory or administrative body having jurisdiction in Canada, the United States, Brazil or elsewhere to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

52. THIS COURT ORDERS that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

53. THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to the Applicant, the Monitor, Global Resource Fund, the Ad Hoc Committee and any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

54. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.



DEC 23 2013

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Court File No:

CV-13-10383-0000

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985,
c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF JAGUAR MINING INC.

(Applicant)

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

Proceeding commenced at Toronto

INITIAL ORDER

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

Tony Reyes LSUC#: 28218V
Tel: 416.216.4825
Email: tony.reyes@nortonrosefulbright.com

Evan Cobb LSUC#: 55787N
Tel: 416.216.1929
Email: evan.cobb@nortonrosefulbright.com

Fax: 416.216.3930

Lawyers for the Applicant,
Jaguar Mining Inc.

EXHIBIT B

Court File No. _____

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS
AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF JAGUAR MINING INC. (the
"Applicant")

Applicant

**AFFIDAVIT OF DAVID M. PETROFF
(sworn December 23, 2013)**

I, DAVID M. PETROFF, of the City of Toronto, MAKE OATH AND SAY:

1. I am the Chief Executive Officer of Jaguar Mining Inc. ("Jaguar"). I have held that position since September 10, 2012. As such, I have personal knowledge of the matters to which I hereinafter depose, except where otherwise stated. In preparing this affidavit I have also consulted, where necessary, with other members of Jaguar's management team or the management teams of its wholly-owned subsidiaries (together with Jaguar, the "Jaguar Group"). Where I have relied upon other sources of information, I have stated the source of that information and believe such information to be true.

2. I swear this affidavit in support of an application by Jaguar for an Order (the "Initial Order") pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.

is the best available alternative to address Jaguar's financial issues.

15. Beginning in June of 2013, Jaguar entered into discussions with an ad hoc committee of holders of the Notes (the "**Ad Hoc Committee**") regarding a recapitalization and financing proposal. The commercial terms of a recapitalization and refinancing proposal (the "**Plan**") are now finalized. That Plan is supported, subject to certain conditions, by beneficial holders of approximately 93% of the outstanding principal value of the Notes (the "**Consenting Noteholders**"). These support arrangements may be terminated if the Plan is not implemented by an "outside date" of February 28, 2014 (the "**Outside Date**"), which has been agreed to between the Applicant and the Consenting Noteholders.

16. The Plan includes a series of transactions involving, among other things, the overall capital reorganization of Jaguar and the investment of additional capital.

17. In general terms, the Plan contemplates:

- (a) an exchange of \$268.5 million in principal amount of Notes, as well as other proven unsecured claims, if any, against Jaguar, for equity;
- (b) a reduction of total pro forma funded debt from \$323 million as at September 30, 2013 to \$54 million upon the implementation of the Plan;
- (c) a reduction of projected annual cash interest payments by \$13.1 million;
- (d) an investment of approximately \$50 million in new equity raised by way of a backstopped share offering to current holders of Notes, the net

proceeds of which will be available for use in Jaguar's operations (the "Share Offering");

- (e) the retention of Existing Shares by Existing Shareholders, which will account for 0.9% of the common shares of Jaguar upon completion of the Share Offering; and
- (f) the cancellation of all other equity interests and equity claims (as such term is defined in the CCAA) for no consideration.

18. Other than as described above, all other parties will be unaffected by the Recapitalization.

19. Jaguar's draft information circular in respect of the Recapitalization is attached hereto as Exhibit "A". The draft Plan is attached as Appendix "B" to the draft information circular.

II. THE JAGUAR GROUP

20. A simplified corporate structure of the Jaguar Group is attached hereto as Exhibit "B".

21. Details with respect to each member of the Jaguar Group are set out below.

A. Jaguar

22. Jaguar is a Canadian public company, the shares of which are listed on the TSX. Jaguar was continued under the *Business Corporations Act* (Ontario) in October 2003. Its registered office is located at 67 Yonge Street, Suite 1203, Toronto, Ontario,

Other Unsecured Liabilities

36. As Jaguar does not carry on active business, its other unsecured liabilities are limited and identifiable.

37. Liabilities of Jaguar, other than the Notes and the Renvest Facility, are accounts payable for office expenses of less than \$10,000 in aggregate, accruals for employee expenses, earned and unpaid directors' fees, professional service fees and certain contingent liabilities relating to litigation commenced on March 27, 2012 by Daniel Titcomb, the former chief executive officer of Jaguar, and certain other associated parties, which lawsuit is currently proceeding in the United States Federal Court. This lawsuit alleges certain employment related claims and other claims in respect of the equity interests of Mr. Titcomb and other parties in Jaguar. Jaguar and its Board of Directors believe this lawsuit to be without merit.

38. Aside from this lawsuit and professional service fees incurred by Jaguar, the unsecured liabilities of Jaguar are not material. Attached hereto as Exhibit "H" is a summary of the known unsecured creditors of Jaguar as of the date of this affidavit.

Summary of Liabilities

39. The main liabilities of Jaguar, as at November 30, 2013, can therefore be summarized as falling into the following five categories, being (i) unsecured debt in the amount of \$169.3 million (including accrued interest) due under the 4.5% Notes Indenture, (ii) unsecured debt in the amount of \$104.4 million (including accrued interest) due under the 5.5% Notes Indenture, (iii) secured debt of approximately \$30.0

obligations under the 2016 Notes, which majorities have executed a support agreement with Jaguar and its Subsidiaries dated as of November 13, 2013 (as amended), or a consent agreement thereto (collectively, the "Support Agreement"). A copy of the Support Agreement, redacted for confidentiality reasons, is attached as Exhibit "M" hereto.

96. As stated above, the Support Agreement provides certain termination rights to Consenting Noteholders if the Plan is not implemented by the Outside Date of February 28, 2014.

97. Consenting Noteholders that executed the Support Agreement (including consent agreements thereto) on or prior to November 26, 2013 (or such other date as agreed to by Jaguar, the Monitor and the Majority Consenting Noteholders) are eligible for additional New Common Shares under the Plan, in settlement of their Notes, as detailed above.

98. Aside from the Consenting Noteholders, the only parties' whose legal rights are affected by the Plan are:

- (a) the small minority of Noteholders that are not Consenting Noteholders;
- (b) the general unsecured creditors of Jaguar as of the filing date, if any;
- (c) the plaintiffs in the litigation commenced by Daniel Titcomb, which is in large part based upon claimed losses in respect of equity shares of Jaguar held by the plaintiffs; and

(d) other holders of equity interests in Jaguar.

99. Liquidation analyses prepared by Jaguar and reviewed by Jaguar's financial advisor, show that equity interests in Jaguar currently have no economic value in a liquidation scenario.

E. Overview of Cash Flow Forecast

100. A cash flow forecast (the "**Cash Flow Statement**") was prepared by Jaguar with the assistance of the Proposed Monitor for the period from December 23, 2013 to February, 28, 2014. Jaguar's principal uses of cash during such period will consist of the payment of ongoing day-to-day operational expenses, and professional fees and disbursements in connection with these CCAA proceedings. A copy of the Cash Flow Statement is attached hereto as Exhibit "N".

101. While Jaguar faces a looming liquidity crisis, Jaguar currently forecasts that the Jaguar Group has sufficient cash flow to continue operating in the ordinary course until implementation of the Plan, assuming that implementation occurs in the month of February. This forecast is based upon a number of assumptions including: (i) the stability of gold prices; (ii) the Meeting Order and Claims Procedure Order being granted on the date of the Initial Order; and (iii) the Plan being approved on the expedited timeline proposed by the Claims Procedure Order and the Meeting Order.

102. If the above assumptions cease to be correct, Jaguar may need to seek interim financing. Jaguar will continue to monitor its liquidity closely.

VII. Conclusion

142. Jaguar believes that the Plan is the best way to reduce Jaguar's debt levels, increase liquidity for the Jaguar Group's operations and allow the Jaguar Group to make certain necessary capital investments and accelerate operational improvements. Absent the approval of a transaction such as the Plan and expedited implementation, Jaguar will not have sufficient liquidity to continue operations and liquidation would appear to be the likely remaining alternative, with holders of Notes experiencing a significant shortfall in the amounts owed to them. A liquidation would be detrimental to all stakeholders with an economic interest in Jaguar or the Jaguar Group as a whole.

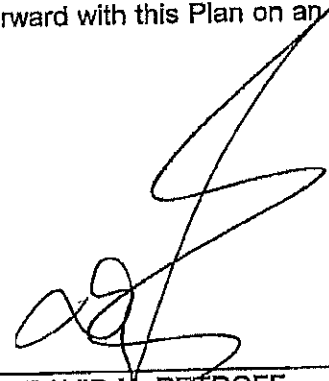
143. The Plan is supported by the Special Committee, the Board of Directors and Noteholders representing approximately 93% of the aggregate principal amount of Notes.

144. Jaguar requests the opportunity to move forward with this Plan on an expedited basis with the Court's assistance.

SWORN BEFORE ME at the City of
Toronto, on December 23, 2013.



Commissioner for Taking Affidavits



DAVID M. PETROFF

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985,
c. C-36, AS AMENDED

Court File No: CV-13-10383-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF JAGUAR MINING INC.

(Applicant)

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**AFFIDAVIT OF T. DOUGLAS WILLOCK
(Sworn January 8, 2014)**

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

Tony Reyes LSUC#: 28218V

Tel: 416.216.4825

Email: tony.reyes@nortonrosefulbright.com

Evan Cobb LSUC#: 55787N

Tel: 416.216.1929

Email: evan.cobb@nortonrosefulbright.com

Fax: 416.216.3930

Lawyers for the Applicant, Jaguar Mining Inc.

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Tab 3

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE ●
JUSTICE ●

) TUESDAY, THE 14th
)
) DAY OF JANUARY, 2014

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF JAGUAR MINING INC.

Applicant

**ORDER
(Stay Extension)**

THIS MOTION, made by the Applicant for an order, *inter alia*:

- (a) that the time for service of the Notice of Motion, Motion Record and the First Report of the Monitor, FTI Consulting Canada Inc., (the "Monitor") dated January ●, 2014 (the "First Report") is abridged and validated so that this Motion is properly returnable today and dispensing with further service thereof;
- (b) approving an extension of the Stay Period, as defined in paragraph 14 of the Initial Order, issued by this Court on December 23, 2013, (the "Initial Order") to and including February 28, 2014; and
- (c) amending the Initial Order as provided herein to adopt the E-Service Protocol established by the Commercial List,

was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Affidavit of T. Douglas Willock, sworn January ●, 2014, the exhibits thereto, (the "**Willock Affidavit**") and the First Report, and on hearing submissions of counsel for the Applicant, the Monitor, the Ad Hoc Committee of Noteholders (as defined in the Willock Affidavit), Global Resource Fund, and such other counsel present, no one else appearing although duly served as appears from the affidavit of service of ● sworn on January ●, 2014,

Service

1. THIS COURT ORDERS that the time for service of the Notice of Motion, Motion Record and First Report is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

Stay Extension

2. THIS COURT ORDERS that the Stay Period, as defined in paragraph 14 of the Initial Order, be and is hereby extended up to and including February 28, 2014.

E-Service Protocol

3. THIS COURT ORDERS that the Initial Order shall be amended to remove paragraphs 45 and 46 thereof, and replace them with the following new paragraphs:

45. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05, this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL '<http://cfcanada.fticonsulting.com/jaguar>'.

46. THIS COURT ORDERS that if the Applicant or the Monitor are unable to serve or deliver documents by electronic mail, they are at liberty to serve or deliver this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or delivery

by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

General

4. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, Brazil or elsewhere to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985,
c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF JAGUAR MINING INC.

(Applicant)

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

Tony Reyes LSUC#: 28218V
Tel: 416.216.4825
Email: tony.reyes@nortonrosefulbright.com

Evan Cobb LSUC#: 55787N
Tel: 416.216.1929
Email: evan.cobb@nortonrosefulbright.com

Fax: 416.216.3930

Lawyers for the Applicant, Jaguar Mining Inc.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985,
c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF JAGUAR MINING INC.

Applicant

Court File No: CV-13-10383-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

MOTION RECORD

Norton Rose Fulbright Canada LLP
Royal Bank Plaza, South Tower, Suite 3800
200 Bay Street, P.O. Box 84
Toronto, Ontario M5J 2Z4 CANADA

Tony Reyes LS#: 28218V
Tel: 416.216.4825
Email: tony.reyes@nortonrosefulbright.com

Evan Cobb LS#: 55787N
Tel: 416.216.1929
Email: evan.cobb@nortonrosefulbright.com

Fax: 416.216.3930

Lawyers for the Applicant,
Jaguar Mining Inc.