

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.

**FOURTH REPORT TO THE COURT
SUBMITTED BY FTI CONSULTING CANADA INC.
IN ITS CAPACITY AS MONITOR**

February 27, 2014

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INTRODUCTION

1. On December 23, 2013 (the "**Filing Date**"), Jaguar Mining Inc. ("**Jaguar**", the "**Applicant**" or the "**Company**") filed for and obtained protection under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"). Pursuant to the Order of this Honourable Court dated December 23, 2013 (the "**Initial Order**"), FTI Consulting Canada Inc. was appointed as the Monitor of Jaguar (the "**Monitor**") in the CCAA proceedings (the "**CCAA Proceedings**"). The Initial Order provided, *inter alia*, for a stay of proceedings through to and including January 22, 2014 or such other date as this Honourable Court may order (the "**Stay Period**") for both Jaguar and its Subsidiaries.

2. On the Filing Date, the Court also issued an Order authorizing the Company to establish a process for the identification and determination of claims against the Company and its present and former directors and officers (the "**Claims Procedure Order**"), and an Order authorizing the Company to file a plan of compromise and arrangement and to convene a

meeting of its Affected Unsecured Creditors to consider and vote on such plan (the “**Meeting Order**”).

3. On January 14, 2014, the Court issued an Order (the “**Stay Extension Order**”) approving an extension of the Stay Period to and including February 28, 2014, and amending the Initial Order to adopt the E-Service Protocol established by the Commercial List.

4. On February 6, 2014, the Court issued an Order (the “**Sanction Order**”) approving and sanctioning the amended and restated plan of compromise and arrangement dated February 5, 2014, as may be further amended, restated, modified or supplemented from time to time (the “**Amended and Restated Plan**”). A copy of the Sanction Order (without schedules) is attached hereto as Appendix “A”.

5. The following appendices have been attached to this fourth report of the Monitor (the “**Monitor’s Fourth Report**”):

- (a) Appendix “A” – Sanction Order (without schedules); and
- (b) Appendix “B” – February 22 Forecast (as defined herein).

PURPOSE

6. The purpose of the Monitor’s Fourth Report is to provide this Honourable Court with the following:

- (a) an update on the confidential agreement that was reached between Jaguar and the Plaintiffs in the 2012 Litigation (the “**2012 Litigation Agreement**”);
- (b) an update on the status of the CCAA Proceedings;

- (c) the Monitor's commentary regarding proposed amendments to the Amended and Restated Plan;
- (d) the Monitor's commentary regarding a potential accommodation of certain Electing Eligible Investors;
- (e) an update on the state of Jaguar's financial affairs, including an update regarding Jaguar's actual receipts and disbursements for the period from January 4, 2014 to February 21, 2014;
- (f) the Monitor's comments regarding the Company's post-filing consolidated cash position and liquidity as detailed in the Company's February 22 Forecast;
- (g) a summary of the Monitor's activities since the date of the Monitor's Third Report, being February 3, 2014; and
- (h) the Monitor's conclusions and recommendations regarding the Company's motion for an Order that, among other things, grants an extension of the Stay Period up to and including March 10, 2014.

TERMS OF REFERENCE

7. In preparing this report, the Monitor has relied upon unaudited financial information, other information available to the Monitor, where appropriate the Applicant's books and records, certain financial information prepared by Jaguar, and discussions with the Applicant and its financial advisors in connection with the Plan and the Amended and Restated Plan. The Monitor has had discussions with various parties, including the Applicant's senior management, counsel to the Applicant, counsel to the Ad Hoc Committee, counsel to the special committee

established by the Board of Directors in October 2013, the Trustees, the Solicitation/Election Agent (as defined in the Meeting Order) and the Applicant's financial advisor.

8. The Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information. Future oriented financial information reported or relied on in preparing this report is based on management's assumptions regarding future events; actual results may vary from forecast and such variations may be material.

9. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian dollars. Capitalized terms not otherwise defined herein have the meanings defined in the Third Report of the Monitor dated February 3, 2014 (the "**Monitor's Third Report**") or the Amended and Restated Plan, as applicable.

GENERAL BACKGROUND

10. The Applicant is the parent company in the Jaguar Group that is engaged in the acquisition, exploration, development and operation of gold producing properties in Brazil. The Jaguar Group also owns additional mineral resources at its approximate 210,000-hectare land base in Brazil. The parent company does not carry on active gold mining operations (other than through its Subsidiaries) and its registered office is located in Toronto, Canada.

11. Jaguar is a public company with shares listed on the Toronto Stock Exchange ("**TSX**") under the symbol "JAG" prior to the CCAA Proceedings. As of the Filing Date, 86,396,356 common shares were issued and outstanding and trading on the TSX. Trading of the common shares of Jaguar has been suspended since December 23, 2013 and the Monitor understands that trading will remain suspended until the Applicant's scheduled delisting on March 31, 2014.

12. To avoid unnecessary duplication, please refer to the pre-filing report of the proposed Monitor dated December 21, 2013; the affidavit of David M. Petroff, the Chief Executive Officer of the Applicant, sworn December 23, 2013 and filed in support of the CCAA Proceedings; the First Report of the Monitor dated January 13, 2014; the affidavit of T. Douglas Willock, the Chief Financial Officer of the Company, sworn January 8, 2014 and filed in support of the motion for an extension of the Stay Period to and including February 28, 2014; the Second Report of the Monitor dated January 24, 2014 (the “**Monitor’s Second Report**”); the affidavit of T. Douglas Willock, the Chief Financial Officer of the Applicant, sworn February 2, 2014 and filed in support of the granting of a sanction order; the Monitor’s Third Report; the affidavit of T. Douglas Willock, the Chief Financial Officer of the Applicant, sworn February 5, 2014 (the “**Third Willock Affidavit**”); and the affidavit of T. Douglas Willock, the Chief Financial Officer of the Applicant, sworn February 27, 2014 and filed in support of the motion for an extension of the Stay Period to and including March 10, 2014 (the “**Fourth Willock Affidavit**”) for additional information relating to the Applicant and the Jaguar Group.

2012 LITIGATION AGREEMENT

13. As more particularly described in the Third Willock Affidavit, an agreement was reached between Jaguar and the Plaintiffs in the 2012 Litigation prior to Jaguar’s motion for an order sanctioning the Amended and Restated Plan. The Monitor was recently advised that one of the Plaintiffs in the 2012 Litigation has alleged that he did not authorize anyone to agree to the terms of the 2012 Litigation Agreement on his behalf. Counsel to Jaguar and counsel to the Ad Hoc Committee are of the view that all Plaintiffs in the 2012 Litigation (including this plaintiff) are bound by the terms of the 2012 Litigation Agreement based upon representations received

and relied upon at the time of signing of that agreement, including representations from counsel to the Plaintiffs in the 2012 Litigation.

STATUS OF THE CCAA PROCEEDING

14. Since the Sanction Order was granted by this Honourable Court on February 6, 2014, Jaguar and the Ad Hoc Committee have been working towards an Implementation Date of February 26, 2014 with respect to the Amended and Restated Plan. The Monitor has participated in regular status update calls with counsel to Jaguar and the Ad Hoc Committee with respect to the progress being made regarding the satisfaction of the various conditions precedent that are required for the implementation of the Amended and Restated Plan.

15. The Amended and Restated Plan is subject to certain conditions precedent that must be satisfied or waived prior to the relevant applicable time and, in any event, by February 28, 2014 or such other date as the Applicant, the Majority Consenting Noteholders and the Majority Backstop Parties, as applicable, may agree (the “**Outside Date**”). These conditions precedent were described in detail in the Monitor’s Second Report. As noted therein, a number of the conditions precedent to the Amended and Restated Plan are beyond the control of the Applicant.

16. While certain conditions precedent to the Amended and Restated Plan have been satisfied as of the date of this Monitor’s Fourth Report, certain conditions precedent remain outstanding. Set out below is a summary of some of the more material conditions precedent to the Amended and Restated Plan that have not been fulfilled, satisfied or waived, as applicable, as of the date of this Monitor’s Fourth Report.

Employment Agreements and Management Incentive Plan

17. The Amended and Restated Plan provides that all senior officer and employee employment agreements shall have been modified to reflect the revised capital structure of the Applicant following implementation of the Amended and Restated Plan, including, without limitation, to provide that the implementation of the Amended and Restated Plan does not constitute a change of control under such agreements and no change of control payments shall be owing or payable to the Applicant's officers or employees in connection with the implementation of the Amended and Restated Plan.

18. Similarly, the Amended and Restated Plan provides that the terms of any Management Incentive Plan (as defined in the Support Agreement) shall be acceptable to the Majority Backstop Parties.

19. As of the date of this Monitor's Fourth Report, drafts of the required employment agreements and Management Incentive Plan have been prepared. However, the Monitor has been advised that some additional time beyond February 28, 2014 is needed to complete the negotiation of the terms of these documents.

TSXV Listing Requirements

20. The Amended and Restated Plan provides that the New Common Shares shall have been conditionally approved for listing on the TSX, the TSXV or such other Designated Offshore Securities Market acceptable to the Majority Consenting Noteholders, subject only to receipt of customary final documentation.

21. In this regard, the Applicant has been working diligently to receive the required conditional approval for listing on the TSXV. Counsel to Jaguar has advised the Monitor that significant progress has been made towards the satisfaction of this condition precedent.

Composition and Size of the Board of Directors

22. The Support Agreement provides that the composition and size of the board of directors for Jaguar effective as of the Implementation Date shall be satisfactory to the Majority Backstop Parties. Satisfaction of this condition is a condition precedent to the Amended and Restated Plan.

23. The Monitor has been advised that a proposed slate of directors has been identified and that the parties are continuing to work towards fulfilling this condition precedent.

Amendments to the Credit Agreement and Brazilian Credit Agreements

24. The Support Agreement provides that (a) the Credit Agreement and the other Credit Documents (as defined in the Credit Agreement); and (b) the Brazilian Credit Agreements (as defined in the Support Agreement); shall have been amended (including, without limitation, by extending the applicable maturity dates) on or prior to three Business Days prior to the Implementation Date, on terms acceptable to the Majority Backstop Parties. Satisfaction of this condition is also a condition precedent to the Amended and Restated Plan.

25. With respect to the Credit Agreement and the other Credit Documents, counsel to the Ad Hoc Committee and counsel to the Applicant have been in regular discussions with counsel to Global Resource Fund. Drafts of the required amendments to such documentation have been exchanged by the parties. Accordingly, progress has been made towards the completion of the required amendments to the Credit Agreement and other Credit Documents.

The Monitor has been advised that a small number of points need to be resolved in order to finalize such documentation.

26. With respect to the Brazilian Credit Agreements, the Monitor has been informed that discussions with the applicable counterparties have occurred. It is not expected that formal amendment documentation will be received. As of the date of this Monitor's Fourth Report, the Monitor has not been advised by either counsel to Jaguar or counsel to the Ad Hoc Committee that this will be an issue that prevents the implementation of the Amended and Restated Plan.

Exemption from US Securities Act

27. The Amended and Restated Plan provides that the issuance of the Unsecured Creditor Common Shares and the Early Consent Shares shall be exempt from registration under the US Securities Act pursuant to the provisions of section 3(a)(10) of the US Securities Act. The Monitor has been advised that drafts of legal opinions have been prepared to address this requirement, among other things.

Completion by the Outside Date

28. The Backstop Agreement contains a condition precedent that the Share Offering must be completed on or before the Outside Date. Similarly, the Support Agreement contains a condition precedent that the Amended and Restated Plan must be implemented by no later than the Outside Date. Satisfaction of these conditions precedent is a condition precedent to the Amended and Restated Plan.

29. As set out in the Fourth Willock Affidavit, the Applicant and the Majority Consenting Noteholders have agreed to extend the Outside Date beyond February 28, 2014 for the purposes of the Amended and Restated Plan in order to accommodate the Company's motion

for an Order that, among other things, grants an extension of the Stay Period up to and including March 10, 2014. Similarly, the Applicant, the Majority Consenting Noteholders and the Majority Backstop Parties have agreed to extend the Outside Date for the purposes of the Support Agreement and the Backstop Agreement beyond February 28, 2014, in accordance with the terms of those agreements.

30. The Monitor notes that pursuant to the Support Agreement, any Consenting Noteholder that objects to a modification to the Support Agreement that extends the Outside Date or materially adversely changes the fundamental terms of the Transaction (as defined in the Support Agreement) may, within five Business Days of receiving notice of such modification, terminate its obligations under the Support Agreement upon five Business Days' written notice to the other parties thereto.

31. Similarly, the Monitor notes that pursuant to the Backstop Agreement, any Backstop Party that objects to a modification to the Backstop Agreement that extends the Outside Date or materially adversely changes the fundamental terms of the Share Offering, as they relate to the Backstop Parties, may, within five Business Days of receiving notice such modification, terminate its obligations under the Backstop Agreement upon five Business Days' written notice to the other parties thereto.

32. However, the Monitor has been informed by counsel to the Ad Hoc Committee that as of the date of this Monitor's Fourth Report, no Consenting Noteholder or Backstop Party has indicated that it will be objecting to the extension to the Outside Date.

PROPOSED AMENDMENTS TO THE AMENDED AND RESTATED PLAN

33. As provided for in the Amended and Restated Plan, the Applicant may amend the Amended and Restated Plan following the Sanction Order with the consent of the Monitor and the Majority Consenting Noteholders and upon approval by the Court, provided that the amendment concerns a matter that, in the opinion of the Applicant, acting reasonably, is of an administrative nature required to better give effect to the implementation of the Amended and Restated Plan and the Sanction Order or to cure any errors, omissions or ambiguities and is not materially adverse to the financial or economic interests of the Affected Unsecured Creditors.

34. The Applicant's motion filed February 27, 2014 requests, among other things, that the Court approve an amendment to the definition of "SAR Plan" in the Amended and Restated Plan. The details regarding the proposed amendment are set out in the Fourth Willock Affidavit. As noted in the Fourth Willock Affidavit, the Applicant intended for the definition of the "SAR Plan" to refer to the current version of the Share Appreciation Rights Plan; the proposed amendment achieves this purpose. In addition, an amendment to Section 10.2(a) of the Amended and Restated Plan is proposed in the Fourth Willock Affidavit. The Applicant is of the view that both amendments are purely administrative in nature and are required to give effect to the implementation of the Amended and Restated Plan and/or to cure errors, omissions or ambiguities and are not materially adverse to the financial or economic interests of the Affected Unsecured Creditors under the Amended and Restated Plan. Accordingly, the Monitor and the Majority Consenting Noteholders have consented to these amendments.

35. If approved by this Honourable Court, the Applicant has advised the Monitor that it will file with the Court a copy of the Amended and Restated Plan that includes the changes

described above. The Monitor will also post an electronic copy of this Amended and Restated Plan on its website <http://cfcanada.fticonsulting.com/jaguar>.

ACCOMMODATION OF CERTAIN ELECTING ELIGIBLE INVESTORS

36. Certain Electing Eligible Investors initiated wire transfers to the Escrow Agent prior to the Electing Eligible Investor Funding Deadline; however, their Electing Eligible Investor Funding Amounts were not received by the Escrow Agent prior to the Electing Eligible Investor Funding Deadline, assuming an Implementation Date of February 26, 2014.

37. Following consultation with the Monitor and counsel to the Ad Hoc Committee, the Applicant directed the Escrow Agent to accept such wire transfers irrespective of the Electing Eligible Investor Funding Deadline. However, given that the Electing Eligible Investor Funding Deadline is based on the Implementation Date, which is still to be determined, no such accommodation may be necessary.

38. The only parties that will be affected by this accommodation, if it is needed, are the Backstop Parties. Counsel to the Ad Hoc Committee has informed the Monitor that it has discussed this accommodation with the Ad Hoc Committee and it has not received an objection from any Backstop Party as of the date of this Monitor's Fourth Report.

ACTUAL RECEIPTS AND DISBURSEMENTS FOR THE PERIOD FROM JANUARY 4, 2014 TO FEBRUARY 21, 2014

39. Since the Filing Date, the Monitor has been working with the Company to review disbursements and manage its cash spend during the CCAA Proceedings. Given the nature of the CCAA Proceedings and the fact that the Company has no operations, the majority of the projected cash outflow during the CCAA Proceedings consists of professional fees.

40. The Company's actual net cash flow for the period from January 4, 2014 to February 21, 2014 (the "Current Period") together with an explanation of key variances as compared to the Cash Flow Forecast can be found below. Actual net cash flows for the Current Period were approximately \$799,000 higher than forecast and are summarized as follows:

\$000 CAD	Forecast	Actual	Difference
Cash Inflow			
Other	1,350	1,072	(278)
Total Cash Inflow	\$ 1,350	\$ 1,072	\$ (278)
Cash Outflow			
Payroll & Benefits	(215)	(284)	(69)
Board & Committee Fees	(108)	(80)	28
Rent, Communications & Utilities	(24)	(14)	10
Interest Fees	(280)	(280)	-
Legal & Professional Fees	(261)	(275)	(14)
Other	(72)	(114)	(42)
Total Cash Outflow	\$ (959)	\$ (1,046)	\$ (87)
Restructuring Costs			
Legal & Professional Fees	(2,892)	(1,728)	1,164
Total Restructuring Fees	\$ (2,892)	\$ (1,728)	\$ 1,164
Net Cash Flow	\$ (2,501)	\$ (1,702)	\$ 799
Opening Cash Balance	3,397	3,397	0
Net Cash Flow	(2,501)	(1,702)	799
Unrealized FX gain/(loss)	-	183	183
Ending Cash Balance	\$ 896	\$ 1,878	\$ 982

41. The variance in actual receipts and disbursements is comprised primarily the following:

- (a) a negative variance in cash inflows of approximately \$278,000, which consists of:
 - (i) a permanent positive variance of approximately \$72,000 that relates to GST refunds not contemplated in the January 4 Forecast; and
 - (ii) a temporary difference of approximately \$350,000 that relates to funds being transferred from the Subsidiaries pursuant to existing intercompany loan agreements. Rather than moving a total of \$1,350,000 as a lump sum in a single week, the Company has been moving funds from its Subsidiaries as needed. A total of \$1,000,000 has been moved to date and

the Company intends to move the remaining \$350,000 over the next week;
and

- (b) a positive variance of approximately \$1.2 million in Legal & Professional fees.
This variance is temporary in nature and is expected to reverse over time as bills are received and paid.

THE COMPANY'S REVISED CASH FLOW FORECAST

42. The Company has prepared a revised cash flow forecast for the period from February 22, 2014 to March 10, 2014 (the "**February 22 Forecast**"). A copy of the February 22 Forecast is attached as Appendix "B" hereto. The February 22 Forecast shows a negative net cash flow of approximately \$1.5 million, and is summarized below:

	\$000 CAD
Cash Inflow	
Other	\$ 650
Total Cash Inflow	\$ 650
Cash Outflow	
Payroll & Benefits	\$ (55)
Board & Committee Fees	\$ (41)
Rent, Communications & Utilities	\$ (45)
Interest Fees	\$ (253)
Legal & Professional Fees	\$ (325)
Other	\$ (17)
Total Cash Outflow	\$ (736)
Restructuring Costs	
Legal & Professional Fees	\$ (1,445)
Total Restructuring Fees	\$ (1,445)
Net Cash Flow	\$ (1,531)
Opening Cash Balance	\$ 1,878
Net Cash Flow	\$ (1,531)
Ending Cash Balance	\$ 347

43. It is anticipated that the Applicant's projected liquidity requirements through to the proposed implementation of the CCAA Plan during the CCAA Proceedings will be met by existing cash available to the Applicant, provided that the implementation of the CCAA Plan occurs prior to March 10, 2014.

MONITOR'S ACTIVITIES

44. Since the date of the Monitor's Third Report, being February 3, 2014, the Monitor has continued to be involved with numerous aspects of the CCAA Proceedings with a view to fulfilling its statutory and court-ordered duties and obligations, as well as assisting the Applicant and its stakeholders in addressing restructuring issues. Some of the more significant matters that the Monitor has been involved in, and assisted with, since the date of the Monitor's Third Report include, but are not limited to, the following:

- (a) posting various materials relating to the CCAA Proceedings on its website <http://cfcanada.fticonsulting.com/jaguar> and continuing to update the website;
- (b) maintaining a toll free hotline number (416-649-8044 / 1-855-754-5840) and a dedicated email inbox (jaguarmining@fticonsulting.com) to allow creditors and other interested parties to contact the Monitor to obtain additional information concerning the CCAA Proceedings;
- (c) assisting the Applicant in preparing for the Sanction Hearing;
- (d) participating in meetings with the Applicant and its counsel, counsel to the Ad Hoc Committee and counsel to the Plaintiffs in the 2012 Litigation in connection with settlement negotiations;

- (e) participating in numerous meetings and discussions with senior management of the Applicant and the Applicant's legal and financial advisors in connection with the Applicant's business and financial affairs, generally, and in connection with the preparation of the Applicant's cash flow forecasts;
- (f) participating in weekly meetings and discussions with the Applicant, the Applicant's legal and financial advisors, the Solicitation/Election Agent, the Trustees and counsel to the Ad Hoc Committee in connection with matters related to the implementation of the Amended and Restated Plan;
- (g) reviewing materials relating to the amendments to the Credit Agreement with Global Resource Fund;
- (h) assisting the Applicant with the review and resolution of various claims asserted in and outside of the claims process set out in the Claims Procedure Order;
- (i) responding to enquiries from creditors regarding the Amended and Restated Plan and the claims process set out in the Claims Procedure Order;
- (j) assisting the Applicant with the review of the Applicant's receipts and disbursements, the preparation of cash flow forecasts and the reporting thereon;
- (k) assisting the Applicant with developing the form of the second stay extension Order; and
- (l) preparing and delivering this Monitor's Fourth Report.

CONCLUSIONS AND RECOMMENDATION

45. The Stay Period granted by this Honourable Court under the Initial Order and extended by this Honourable Court under the Stay Extension Order expires on February 28, 2014. In order to allow the Company sufficient time to continue towards its restructuring goals, Jaguar is requesting that the Stay Period be extended to March 10, 2014.

46. The Monitor believes that Jaguar has been, and is, acting in good faith and with due diligence.

47. As more particularly described above, certain conditions precedent have not been satisfied or waived as of the date of this Monitor's Fourth Report. The Monitor is informed by counsel to Jaguar and by counsel to the Ad Hoc Committee that discussions are ongoing between the applicable parties regarding the outstanding conditions precedent and that the applicable parties have been diligently pursuing the satisfaction or waiver, as applicable, of same. While conditions precedent to the Amended and Restated Plan continue to remain outstanding and may not be satisfied or waived, counsel to Jaguar and counsel to the Ad Hoc Committee both independently informed the Monitor that there are not any conditions precedent which are outstanding (including the ones more particularly described in this Monitor's Fourth Report and the various conditions precedent set out in the Support Agreement and Backstop Agreement) that, as of the date of this Monitor's Fourth Report, have no reasonable prospect of being satisfied. However, more time will be needed to ensure that the outstanding conditions precedent are dealt with pursuant to the Amended and Restated Plan.

48. The Monitor has also been informed by counsel to the Ad Hoc Committee that, as of the date of this Monitor's Fourth Report, no Consenting Noteholder or Backstop Party has indicated that it will be objecting to the extension of the Outside Date.

49. The February 22 Forecast shows that the Applicant should have sufficient resources to meet its obligations through to March 10, 2014.

50. Accordingly, the Monitor further believes that the proposed extension is fair and reasonable in the circumstances.

51. In addition, the Monitor is of the view that the Company will require the protection of the stay of proceedings through to and including March 10, 2014 in order to carry out the implementation of the Amended and Restated Plan.

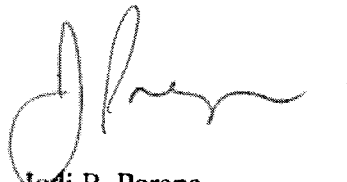
52. For the reasons set out above, the Monitor supports and recommends the Company's request for an extension of the Stay Period up to and including March 10, 2014.

Dated this 27th day of February, 2014.

FTI Consulting Canada Inc.
in its capacity as the Monitor of Jaguar Mining Inc.
and not in its personal or corporate capacity



Greg Watson
Senior Managing Director



Jodi B. Porepa
Managing Director

Appendix "A"



**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE REGIONAL SENIOR) THURSDAY, THE 6TH
JUSTICE MORAWETZ)
DAY OF FEBRUARY, 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
(Plan Sanction)**

THIS MOTION made by Jaguar Mining Inc. (the "**Applicant**") for an Order (the "**Sanction Order**") approving and sanctioning the amended and restated plan of compromise and arrangement dated January 31, 2014 (and as it may be further amended, restated, modified or supplemented from time to time in accordance with its terms) (the "**Plan**"), as approved by the Affected Unsecured Creditors of the Applicant on January 31, 2014, and which Plan is attached as Schedule "A" to this Sanction Order, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the within Notice of Motion, the Affidavit of T. Douglas Willock sworn February 2, 2014 and the Affidavit of T. Douglas Willock sworn February 5, 2014, including the Exhibits thereto, the Third Report of FTI Consulting Canada Inc., in its capacity as Monitor (in such capacity, the "**Monitor**"), dated February 3, 2014, (the "**Third Report**"), the Second

Report of the Monitor dated January 24, 2014 (the "**Second Report**") and upon hearing the submissions of counsel for the Applicant, the Monitor, the Ad Hoc Committee (as defined in the Plan), Global Resource Fund, Daniel Titcomb et al. and such other interested parties as were present, no one else appearing although duly served as appears from the affidavit of service of Evan Cobb sworn February 4, 2014 and February 5, 2014, and upon being advised by counsel to the Applicant prior to this motion that the Sanction Order will be relied upon by the Applicant as an approval of the Plan for the purpose of relying on the exemption from the registration requirements of the *United States Securities Act of 1933*, as amended, pursuant to section 3(a)(10) thereof for the issuance of the Unsecured Creditor Common Shares and the Early Consent Shares to the extent they may be deemed to be securities,

DEFINITIONS

1. **THIS COURT ORDERS** that all capitalized terms not otherwise defined herein shall be as defined in the Plan and in the Meeting Order granted in this proceeding on December 23, 2013 (the "**Meeting Order**"), as applicable.

SERVICE

2. **THIS COURT ORDERS** that the time for service of the Notice of Motion and the Motion Record in support of this Motion and the Third Report be and is hereby abridged and validated, such that this Motion is properly returnable today and that any further service of the Notice of Motion, the Motion Record or the Third Report is hereby dispensed with.

3. **THIS COURT ORDERS AND DECLARES** that there has been good and sufficient service, delivery and notice of the Plan, the Meeting Order and the Information Package to all Persons upon which notice, service and delivery were required, and that the Meeting was duly conducted in conformity with the *Companies' Creditors Arrangement Act* (the "**CCAA**") and all

other Orders of this Court in this proceeding (the “**CCAA Proceeding**”).

SANCTION OF THE PLAN

4. **THIS COURT ORDERS AND DECLARES** that:

- a) the relevant class of creditors of the Applicant for the purposes of voting to approve the Plan is the Affected Creditor Class;
- b) the Plan has been approved by the Required Majority of Affected Unsecured Creditors, all in conformity with the CCAA and the terms of the Meeting Order;
- c) the Court is satisfied that the Applicant has acted, and is acting, in good faith and with due diligence, and has complied with the provisions of the CCAA and the Orders of this Court made in the CCAA Proceedings in all respects;
- d) the Court is satisfied that the Applicant has not done nor has it purported to do anything that is not authorized by the CCAA; and
- e) the Plan, all terms and conditions thereof, and the matters and the transactions contemplated thereby, are fair and reasonable to the parties affected.

5. **THIS COURT ORDERS AND DECLARES** that the Plan (including, without limitation, the transactions, arrangements, reorganizations, assignments, cancellations, compromises, settlements, extinguishments, discharges, injunctions and releases set out therein) is hereby sanctioned and approved pursuant to Section 6 of the CCAA.

PLAN IMPLEMENTATION

6. **THIS COURT ORDERS** that on the Implementation Date, the Plan (including, without limitation, the transactions, arrangements, reorganizations, assignments, cancellations, compromises, settlements, extinguishments, discharges, injunctions and releases set out therein) shall be, and shall be deemed to be, implemented, binding and effective in accordance with the provisions of the Plan as of the Implementation Date at the Implementation Time, or at such other time or times and in the manner set forth in the Plan, and shall enure to the benefit of and shall be binding on the Applicant, the Affected Unsecured Creditors, all Existing Equity Holders, all holders of Equity Claims, the Released Parties, the Noteholder Released Parties, the Directors and Officers, all holders of Director/Officer Indemnity Claims, all holders of Director/Officer Claims, all holders of Released Claims and all holders of Noteholder Released Claims and all other Persons named or referred to in, affected by, or subject to the Plan, including, without limitation, their respective heirs, administrators, executors, legal personal representatives, successors and assigns, as provided for in the Plan and this Sanction Order.

7. **THIS COURT ORDERS** that the Applicant and the Monitor, as the case may be, are hereby authorized and directed to take all steps and actions necessary or appropriate to implement the Plan in accordance with and subject to its terms and conditions, and enter into, execute, deliver, complete, implement and consummate all of the steps, transactions, distributions, deliveries, allocations, instruments and agreements contemplated by, and subject to the terms and conditions of, the Plan, and all such steps and actions are hereby approved. Neither the Applicant nor the Monitor shall incur any liability as a result of acting in accordance with the terms of the Plan and this Sanction Order.

8. **THIS COURT ORDERS** that upon the satisfaction or waiver, as applicable, of the conditions set out in Section 12.3 of the Plan in accordance with the terms of the Plan, as confirmed by the Applicant (or counsel on its behalf) and Goodmans LLP on behalf of the Majority Consenting Noteholders and the Majority Backstop Parties, to the Monitor in writing, the Monitor is authorized and directed to deliver to the Applicant (or counsel on its behalf) and Goodmans LLP a certificate, substantially in the form attached as Schedule "B" hereto (the "**Monitor's Certificate**"), signed by the Monitor, certifying that all conditions precedent set out in Section 12.3 have been satisfied or waived and that the Implementation Date has occurred. The Monitor shall file the Monitor's Certificate with this Court as soon as reasonably practicable.

9. **THIS COURT ORDERS** that the steps to be taken and the transactions, arrangements, reorganizations, assignments, cancellations, compromises, settlements, extinguishments, discharges, injunctions and releases to be effected on the Implementation Date are and shall be deemed to occur and be effected in the sequential order and at the times contemplated by Section 7.4 of the Plan, without any further act or formality, on the Implementation Date beginning at the Implementation Time.

10. **THIS COURT ORDERS AND DECLARES** that the Applicant, the Monitor, the Majority Consenting Noteholders and the Majority Backstop Parties are hereby authorized and empowered to exercise all consent and approval rights provided for in the Plan in the manner set forth in the Plan, whether prior to or after the Implementation Date.

11. **THIS COURT ORDERS** that the Applicant, the Monitor, the Trustees, DTC, the Transfer Agent, the Escrow Agent and any other Person required to make any distributions, deliveries or allocations or take any steps or actions related thereto pursuant to the Plan are hereby authorized and directed to complete such distributions, deliveries or allocations and to

take any such related steps or actions, as the case may be, in accordance with the terms of the Plan, and such distributions, deliveries and allocations, and steps and actions related thereto, are hereby approved.

12. **THIS COURT ORDERS** that, subject to the payment of any amounts secured by the Charges (as such term is defined in the Initial Order) that remain owing on the Implementation Date, if any, each of the Charges shall be terminated, discharged and released on the Implementation Date.

EFFECT OF PLAN IMPLEMENTATION

13. **THIS COURT ORDERS** that subject to the performance by the Applicant of its obligations under the Plan, and except to the extent expressly contemplated by the Plan or this Sanction Order, all obligations or agreements to which the Applicant is party immediately prior to the Implementation Date will be and remain in full force and effect as at the Implementation Date, unamended except as they may have been amended by agreement of the parties subsequent to the Filing Date in accordance with the Plan, and no Person who is a party to any such obligations or agreements shall, following the Implementation Date, accelerate, terminate, rescind, refuse to renew, refuse to perform or otherwise disclaim or repudiate its obligations thereunder, or enforce or exercise (or purport to enforce or exercise) any right or remedy (including any right of set-off, option, dilution or other remedy) or make any demand under or in respect of any such obligation or agreement, by reason of:

- (a) any defaults or events of default arising as a result of the financial condition or insolvency of the Applicant on or prior to the Implementation Date;
- (b) the fact that the Applicant has sought or obtained relief under the CCAA or that the Plan has been implemented by the Applicant;

- (c) any changes in share ownership of the Applicant arising from implementation of the Plan (except in respect of existing, written senior officer and employee employment agreements of Persons who remain senior officers and employees of Jaguar as of the Implementation Date and any payments due under such agreements, which may only be waived by the senior officers and employees who are parties to such agreements);
- (d) the effect on the Applicant of the completion of any of the transactions contemplated by the Plan;
- (e) any compromises, settlements, restructurings, recapitalizations, reorganizations or arrangements effected pursuant to the Plan; or
- (f) any other event(s) which occurred on or prior to the Implementation Date which would have entitled any Person to enforce rights and remedies, subject to any express provisions to the contrary in any agreements entered into with the Applicant after the Filing Date.

For greater certainty, nothing in this paragraph shall waive, compromise or discharge any obligations of the Applicant in respect of any Excluded Claim.

14. **THIS COURT ORDERS** that from and after the Implementation Date, all Persons shall be deemed to have waived any and all defaults of the Applicant then existing or previously committed by the Applicant or caused by the Applicant or any of the provisions of the Plan or this Sanction Order or non-compliance with any covenant, warranty, representation, term, provision, condition or obligation, express or implied, in any contract, agreement, mortgage, security agreement, indenture, trust indenture, loan agreement, commitment letter, agreement for sale, real property lease, personal property lease or other agreement, written or oral, and any amendments or supplements thereto, existing between such Person and the Applicant. Any and all notices of default, acceleration of payments and demands for payments under any instrument, or other notices, including without limitation, any notices of intention to proceed to

enforce security, arising from any of such aforesaid defaults shall be deemed to have been rescinded and withdrawn.

15. **THIS COURT ORDERS** that, as of the Implementation Date, each Affected Unsecured Creditor, each holder of a Director/Officer Indemnity Claim, each holder of a Director/Officer Claim, each holder of an Equity Claim and any person having any other Released Claim shall be deemed to have consented and agreed to all of the provisions of the Plan in their entirety and, in particular, each Affected Unsecured Creditor, each holder of a Director/Officer Indemnity Claim, each holder of a Director/Officer Claim, each holder of an Equity Claim and any person having any other Released Claim shall be deemed:

- (a) to have granted, executed and delivered to the Monitor and the Applicant all consents, releases, assignments, waivers or agreements, statutory or otherwise, required to implement and carry out the Plan in its entirety; and
- (b) to have agreed that if there is any conflict between the provisions, express or implied, of any agreement or other arrangement, written or oral, existing between such Affected Unsecured Creditor, holder of a Director/Officer Indemnity Claim, holder of a Director/Officer Claim, holder of an Equity Claim and any person having any other Released Claim and the Applicant as of the Implementation Date and the provisions of the Plan, the provisions of the Plan take precedence and priority, and the provisions of such agreement or other arrangements shall be deemed to be amended accordingly.

16. **THIS COURT ORDERS** that pursuant to Section 6(2) of the CCAA, the articles of the Applicant shall be amended on the Implementation Date in accordance with the Articles of Reorganization.

17. **THIS COURT ORDERS** that (i) in accordance with the Articles of Reorganization, substantially in the form of Schedule "C" hereto, any fractional Common Shares immediately following the consolidation of Common Shares pursuant to section Section 7.4(a) of the Plan shall be cancelled without any liability, payment or other compensation in respect thereof; and (ii) the Rights, Shareholder Rights Plan, Existing Share Options, Stock Option Plan (and for greater certainty, not including any Existing Common Shares that remain issued and outstanding immediately following the cancellation of fractional interests pursuant to Section 7.4(a) of the Plan) shall be cancelled without any liability, payment or other compensation in respect thereof.

18. **THIS COURT ORDERS** that the New Common Shares shall be deemed to be issued and outstanding as fully-paid and non-assessable shares in the capital of the Applicant, on the Implementation Date and at the time specified in Section 7.4 of the Plan.

19. **THIS COURT ORDERS** that, on the Implementation Date, following completion of the steps in the sequence set forth in Section 7.4 of the Plan, all debentures, notes, certificates, agreements, invoices and other instruments evidencing Affected Unsecured Claims (including for greater certainty the Notes and the Indentures) shall not entitle the holder thereof to any compensation or participation and shall be and are hereby deemed to be cancelled and shall be and are hereby deemed to be null and void, and the obligations of the Applicant thereunder or in any way related thereto shall be satisfied and discharged except to the extent expressly set forth in section 6.07 of the Indentures with respect to the Trustees' claims, which section 6.07 of the Indentures shall remain in effect until two months following the Implementation Date or such later date agreed to by the Applicant, the Monitor, the Trustees and the Majority Consenting Noteholders.

RELEASES AND INJUNCTIONS

20. **THIS COURT ORDERS** that, subject to paragraph 21 of this Sanction Order, on the Implementation Date, in accordance with section 11.1 of the Plan and the sequence set forth in section 7.4 of the Plan, the Released Parties, the Named Directors and Officers and the Noteholder Released Parties shall be released and discharged from any and all Released Claims and any and all Noteholder Released Claims, as applicable, and any and all Released Claims and Noteholder Released Claims shall be fully, finally and irrevocably waived, discharged, released, cancelled and barred as against the Released Parties, the Named Directors and Officers and the Noteholder Released Parties, as applicable, all to the fullest extent permitted by Applicable Law.

21. **THIS COURT ORDERS** that, notwithstanding any other provision of this Sanction Order, Continuing Other Director/Officer Claims and Non-Released Director/Officer Claims and, for greater certainty, Section 5.1(2) Director/Officer Claims, Agreed Excluded Director/Officer Litigation Claims and Agreed Excluded Jaguar Litigation Claims shall not be compromised, released, discharged, cancelled or barred by this Sanction Order or the Plan, provided that from and after the Implementation Date: (i) any Person having, or claiming any entitlement or compensation relating to, a Section 5.1(2) Director/Officer Claim or an Agreed Excluded Director/Officer Litigation Claim will be irrevocably limited to recovery in respect of such Section 5.1(2) Director/Officer Claim or Agreed Excluded Director/Officer Litigation Claim solely from the proceeds of applicable Director/Officer Insurance Policies and Persons with Section 5.1(2) Director/Officer Claims and Agreed Excluded Director/Officer Litigation Claims will have no right to, and shall not, directly or indirectly, make any claims or seek any recoveries from the Applicant, any of the Subsidiaries, any of the Directors or Officers, or any other Released Party or Noteholder Released Party, other than enforcing such Person's rights

to be paid by the applicable insurer(s) the proceeds of the applicable Director/Officer Insurance Policies; and (ii) any Person having, or claiming any entitlement or compensation relating to, an Agreed Excluded Jaguar Litigation Claim will be irrevocably limited to recovery in respect of such Agreed Excluded Jaguar Litigation Claim solely from the proceeds of applicable Jaguar Insurance Policies and Persons with Agreed Excluded Jaguar Litigation Claims will have no right to, and shall not, directly or indirectly, make any claims or seek any recoveries from the Applicant, any of the Subsidiaries, any of the Directors or Officers, or any other Released Party or Noteholder Released Party, other than enforcing such Person's rights to be paid by the applicable insurer(s) the proceeds of the applicable Jaguar Insurance Policies.

22. **THIS COURT ORDERS** that all Persons shall be permanently and forever barred, estopped, stayed and enjoined, from and after the Implementation Time, with respect to any and all Released Claims and Noteholder Released Claims, from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against the Released Parties, the Named Directors and Officers and the Noteholder Released Parties; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against the Released Parties, the Named Directors and Officers and the Noteholder Released Parties or their respective property; (iii) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits or demands, including without limitation by way of contribution or indemnity or other relief, in common law, or in equity, or for breach of trust or breach of fiduciary duty or under the provisions of any statute or regulation, or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any

Person who makes such a claim or might reasonably be expected to make such a claim, in any manner or forum, against one or more of the Released Parties, the Named Directors and Officers and Noteholder Released Parties; (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any lien or encumbrance of any kind against the Released Parties, the Named Directors and Officers and the Noteholder Released Parties or their respective property; or (iv) taking any actions to interfere with the implementation or consummation of the Plan; provided, however, that the foregoing shall not apply to the enforcement of any obligations under the Plan.

23. **THIS COURT ORDERS** that paragraph 22 shall apply to Section 5.1(2) Director/Officer Claims, Agreed Excluded Director/Officer Litigation Claims and Agreed Excluded Jaguar Litigation Claims In the same manner as Released Claims, except to the extent that the rights of a holder of such Section 5.1(2) Director/Officer Claims, Agreed Excluded Director/Officer Litigation Claims and/or Agreed Excluded Jaguar Litigation Claims to enforce such rights against an insurer In respect of a Directors/Officer Insurance Policy and/or a Jaguar Insurance Policy, as applicable; are expressly preserved pursuant Section 11.1(a)(iii) and/or Section 11.1(b)(i) of the Plan.

24. **THIS COURT ORDERS** that nothing In this Sanction Order prejudices, compromises, releases or otherwise affects any right or defence of (i) any insurer in respect of a Director/Officer Insurance Policy or a Jaguar Insurance Policy, or (ii) any insured In respect of a Section 5.1(2) Director/Officer Claim, an Agreed Excluded Director/Officer Litigation Claim or an Agreed Excluded Jaguar Litigation Claim.

INITIAL CCAA ORDER AND OTHER ORDERS

25. **THIS COURT ORDERS** that:

- (a) other than as expressly set out herein, the provisions of the Initial Order shall terminate, including the Stay Period (as defined in the Initial Order), on the Implementation Date except to the extent of the protections granted therein in favour of the Monitor; and
- (b) all other Orders made in the CCAA Proceeding shall continue in full force and effect in accordance with their respective terms, except to the extent that such Orders are varied by or are inconsistent with this Sanction Order or any further Order of this Court.

THE MONITOR

26. **THIS COURT ORDERS** that the activities and conduct of the Monitor in relation to the Applicant, the CCAA Proceedings, and in conducting and administering the Meeting on January 31, 2014 (as more particularly described in the Third Report) be and are hereby ratified and approved.

27. **THIS COURT ORDERS** that the Pre-Filing Report of the Monitor dated December 23, 2013 (the "**Pre-Filing Report**"), the First Report of the Monitor dated January 13, 2014 (the "**First Report**"), and the Second Report and the conduct and activities of the Monitor as described therein are hereby approved.

28. **THIS COURT ORDERS** that the fees and disbursements of the Monitor and Osler, Hoskin & Harcourt LLP, as counsel to the Monitor, as described in the Third Report be and are hereby approved.

29. **THIS COURT ORDERS AND DECLARES** that the Monitor has satisfied all of its obligations up to and including the date of this Sanction Order, and that: (i) in carrying out the terms of this Sanction Order and the Plan and in performing its duties as Monitor in the CCAA Proceedings, the Monitor shall have all the protections given to it by the CCAA, the Initial Order, the Meeting Order and the Claims Procedure Order, and as an officer of the Court, including the stay of proceedings in its favour; (ii) the Monitor shall incur no liability or obligation for any act or omission as a result of carrying out the provisions of this Sanction Order and the Plan and in performing its duties as Monitor in the CCAA Proceedings, 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, or with respect to any such information disclosed to or provided by the Monitor, including with respect to reliance thereon by any Person.

30. **THIS COURT ORDERS** that any claims against the Monitor in connection with the performance of its duties as Monitor are hereby released, stayed, extinguished and forever barred and the Monitor shall have no liability in respect thereof.

31. **THIS COURT ORDERS** that no action or other proceeding shall be commenced against the Monitor in any way arising from or related to its capacity or conduct as Monitor except with prior leave pursuant to an order of this Court made on prior written notice to the Monitor and provided any such order granting leave includes a term granting the Monitor security for its costs and the costs of its counsel in connection with any proposed action or proceeding, such security to be on terms this Court deems just and appropriate.

32. **THIS COURT ORDERS** that as of the Implementation Time, the Monitor shall be

discharged and released from its duties other than those obligations, duties and responsibilities (i) necessary or required to give effect to the terms of the Plan and this Sanction Order, (ii) in relation to the claims procedure and all matters relating thereto as set out in the Claims Procedure Order, and (iii) in connection with the completion by the Monitor of all other matters for which it is responsible in connection with the Plan or pursuant to the Orders of this Court made in the CCAA Proceeding.

GENERAL PROVISIONS

33. **THIS COURT ORDERS** that the Applicant, the Monitor and any other interested parties are hereby granted leave to apply to this Court for such further advice, directions or assistance as may be necessary to give effect to the terms of the Plan.

EFFECT, RECOGNITION AND ASSISTANCE

34. **THIS COURT ORDERS** that this Sanction Order shall have full force and effect in all provinces and territories in Canada and abroad and as against all Persons against whom it may apply.

35. **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 Sanction Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Sanction 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 Sanction 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 Sanction Order.

36. **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 Sanction Order and for assistance in carrying out the terms of this Sanction Order, and that the Monitor is authorized and empowered to act as a representative in respect of the CCAA Proceedings for the purpose of having the CCAA Proceedings recognized in a jurisdiction outside Canada.

37. THIS COURT ORDERS ^{that} EXHIBIT A to the Affidavit of T. Douglas Willock sworn February 5, 2014 be sealed pending further order.

[Signature]

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

FEB 6 - 2014

NB

Appendix "B"

Jaguar Mining Inc.
Weekly Cash Flow Forecast
CAD \$000

	Week 1	Week 2	Week 3	Total
Week Ending	28-Feb	7-Mar	14-Mar	Total
Cash Inflow				-
Other	-	650	-	650
Total Cash Inflow	-	650	-	650
Cash Outflow				-
Payroll & Benefits	-	(55)	-	(55)
Board & Committee Fees	-	(41)	-	(41)
Rent, Communications & Utilities	(10)	(0)	(35)	(45)
Interest Fees	(253)	-	-	(253)
Legal & Professional Fees	(150)	(58)	(118)	(325)
Other	(5)	(10)	(2)	(17)
Total Cash Outflow	(418)	(164)	(155)	(736)
Restructuring Costs				
Legal & Professional Fees	(114)	(598)	(733)	(1,445)
Total Restructuring Fees	(114)	(598)	(733)	(1,445)
Net Cash Flow	(532)	(111)	(888)	(1,531)
Opening Cash Balance	1,878	1,346	1,235	1,878
Net Cash Flow	(532)	(111)	(888)	(1,531)
Ending Cash Balance	1,346	1,235	347	347

- 1 The purpose of this Cash Flow Forecast is to determine the liquidity requirements for Jaguar Mining Inc. during the CCAA Proceedings.
- 2 Receipts have been forecast based on expected proceeds.
- 3 Disbursements are forecast based on historical analysis and estimates from service providers.
- 4 Estimated Restructuring costs are based on projected costs associated with legal and professional fees relating to the CCAA Proceedings.
- 5 This Cash Flow Forecast includes forecast payments for Financial Advisor monthly work fees to the extent applicable. This Cash Flow Forecast does not include forecast payments in respect of any success fees as they will be paid on Implementation Date out of the new funds.
- 6 This Cash Flow Forecast assumes that the Meeting Order and Claims Procedure Order are granted on the date of the Initial Order and that the Plan is approved on the expedited timeline proposed by the Claims Procedure Order and the Meeting Order.

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. (the "Applicant")

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

FOURTH REPORT OF THE MONITOR

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