

Thompson Creek Metals Co Inc.  
Form PRER14A  
August 17, 2016

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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

**SCHEDULE 14A**

Proxy Statement Pursuant to Section 14(a) of  
the Securities Exchange Act of 1934 (Amendment No. 1)

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

- Preliminary Proxy Statement
- Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**
- Definitive Proxy Statement
- Definitive Additional Materials
- Soliciting Material under §240.14a-12

**THOMPSON CREEK METALS COMPANY INC.**

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(Name of Registrant as Specified In Its Charter)

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(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- No fee required.
- Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.
- (1) Title of each class of securities to which transaction applies:  
Common Shares, no par value, of Thompson Creek Metals Company Inc.

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- (2) Aggregate number of securities to which transaction applies:  
As of July 8, 2016, 228,545,893 Common Shares (giving effect to all outstanding Common Shares and all Common Shares issuable upon the exercise of outstanding stock options and the settlement of all outstanding restricted share unit and performance share unit awards).
- (3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):  
The filing fee was calculated based on the value of the transaction, which was computed by adding the sum of (i) 222,782,042 outstanding Common Shares, (ii) 1,142,005 Common Shares subject to issuance pursuant to outstanding stock options, (iii) 1,437,095 Common Shares subject to issuance upon settlement of outstanding restricted share unit awards and (iv) 3,184,751 Common Shares subject to issuance upon settlement of outstanding performance share unit awards, with such sum multiplied by \$0.55 per Common Share, the last sale report on the OTCQX on July 8, 2016. In accordance with Section 14(a) of the Securities Exchange Act of 1934, as amended, the filing fee was determined at the rate of \$100.7 per million.
- (4) Proposed maximum aggregate value of transaction:  
\$125,700,241.15
- (5) Total fee paid:  
\$12,658.02

ý Fee paid previously with preliminary materials.

o Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

- (1) Amount Previously Paid:
- (2) Form, Schedule or Registration Statement No.:
- (3) Filing Party:
- (4) Date Filed:
-

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**ARRANGEMENT PROPOSAL YOUR VOTE IS VERY IMPORTANT**

[ • ], 2016

Dear Shareholders of Thompson Creek Metals Company Inc.:

On July 5, 2016, Thompson Creek Metals Company Inc. ("Thompson Creek") and Centerra Gold Inc. ("Centerra") entered into an arrangement agreement that provides for Thompson Creek to become a wholly-owned subsidiary of Centerra (the "Arrangement Agreement"). At the Special Meeting (as defined below), you will be asked to approve a special resolution (the "Arrangement Resolution") adopting a statutory plan of arrangement under Section 288 of the *Business Corporations Act* (British Columbia), as amended (the "BCBCA") involving the acquisition by Centerra of all of the outstanding common shares of Thompson Creek (the "Arrangement"). In connection with the completion of the Arrangement, Centerra has agreed to contribute to Thompson Creek the amount of cash necessary to redeem, or otherwise satisfy and discharge, all of Thompson Creek's outstanding secured and unsecured notes in accordance with the terms of their indentures. A special committee of independent directors (the "Special Committee") and Thompson Creek's board of directors (the "Thompson Creek Board") have each determined that the Arrangement is fair to Thompson Creek shareholders, and in the best interests of Thompson Creek, and the Thompson Creek Board has recommended that shareholders vote in favor of the Arrangement Resolution adopting the plan of arrangement and approving the Arrangement Agreement and the transactions contemplated thereby.

If the Arrangement becomes effective, each outstanding Thompson Creek common share, other than shares held by a shareholder duly and validly exercising dissent rights, will be transferred to Centerra in exchange for 0.0988 of a Centerra common share. Immediately following completion of the Arrangement, it is expected that Thompson Creek shareholders will own approximately 8% of the outstanding Centerra common shares. The common shares of Thompson Creek are traded on the Toronto Stock Exchange under the symbol "TCM" and on the OTCQX market under the symbol "TCPTF." The common shares of Centerra are traded on the Toronto Stock Exchange under the symbol "CG." Shareholders are encouraged to review current market prices.

Thompson Creek is holding a special meeting of the shareholders on [ • ], 2016 at [ • ]m. local time, at our corporate headquarters located at 26 West Dry Creek Circle, Second Floor, Littleton, Colorado 80120 (the "Special Meeting"), to obtain your vote to: (1) approve the Arrangement Resolution adopting the Arrangement, the Arrangement Agreement and the transactions contemplated thereby; and (2) approve, solely on an advisory (non-binding) basis, the compensation payments made by Thompson Creek to its named executive officers in connection with the Arrangement. Your vote is very important. For the Arrangement to become effective, the Arrangement Resolution must be approved by at least two-thirds of the votes cast on the Arrangement Resolution by the holders of Thompson Creek common shares present in person or by proxy at the Special Meeting. The Arrangement also requires the approval of the Supreme Court of British Columbia.

Highlights of the Arrangement include:

The exchange ratio implies a 32% premium to Thompson Creek common shares based on the closing price of Thompson Creek common shares on the Toronto Stock Exchange on July 4, 2016;

Provides a comprehensive solution for Thompson Creek's capital structure and delivers a premium exchange ratio to Thompson Creek shareholders while maintaining meaningful equity participation in a combined company with a strong balance sheet;

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Centerra is paying off approximately \$889 million of Thompson Creek's debt (which amount includes applicable call premiums and estimated accrued interest) that would have otherwise negatively impacted the future of Thompson Creek and its shareholders; and

The combined company is expected to provide Thompson Creek shareholders with exposure to a large, long-life reserve base through Mount Milligan Mine, Centerra's world-class Kumtor Mine, Centerra's pipeline of exploration and development properties and Centerra's peer-leading dividend policy.

**The Thompson Creek Board recommends that Thompson Creek shareholders vote "FOR" the Arrangement Resolution and "FOR" the advisory resolution to approve the compensation payments made by Thompson Creek to its named executive officers in connection with the Arrangement.**

On behalf of the Thompson Creek Board, I invite you to attend the Special Meeting. Your vote is very important. Whether or not you plan to attend the Special Meeting, we hope you will vote as soon as possible. For specific instructions on how to vote your shares, please refer to the section entitled "Questions and Answers About the Arrangement and the Special Meeting" beginning on page 1 of the proxy statement and management information circular.

This document is a proxy statement and management information circular of Thompson Creek for use in soliciting proxies for the Special Meeting. This document answers questions about the Arrangement and the Special Meeting and includes a summary description of the Arrangement. **We urge you to review this entire document carefully. In particular, you should also consider the matters discussed under "Risk Factors" beginning on page 23 of the proxy statement and management information circular.**

We are very excited about the opportunities offered by the Arrangement, and we thank you for your consideration and ongoing support.

By Order of the Board of Directors,

JACQUES PERRON

*President and Chief Executive Officer*

The accompanying proxy statement and management information circular is dated [ • ], 2016 and is first being mailed to the shareholders of Thompson Creek on or about [ • ], 2016.

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**ADDITIONAL INFORMATION**

Thompson Creek files annual, quarterly and other reports, proxy statements and other information with the U.S. Securities and Exchange Commission ("SEC") and with Canadian provincial securities regulatory authorities. This proxy statement and management information circular (together referred to herein as the "proxy statement") incorporates by reference important business and financial information about Thompson Creek from documents that are not included in or delivered with this proxy statement. For a listing of the documents incorporated by reference into this proxy statement, see "Where You Can Find Additional Information" below. You can obtain copies of the documents incorporated by reference into this proxy statement, without charge, from the SEC's website at [www.sec.gov](http://www.sec.gov), or the Canadian System for Electronic Document Analysis and Retrieval ("SEDAR"), the Canadian equivalent of the SEC's EDGAR system, at [www.sedar.com](http://www.sedar.com).

Centerra files reports, statements and other information with Canadian provincial and territorial securities regulatory authorities. Centerra's filings are electronically available to the public under Centerra's profile on SEDAR, at [www.sedar.com](http://www.sedar.com). For the purposes of Canadian securities laws, this proxy statement incorporates by reference certain documents of Centerra filed on SEDAR. For a listing of such documents, see "Where You Can Find Additional Information" below. Such documents are not incorporated by reference in this proxy statement for U.S. purposes; however, the filings Centerra makes on SEDAR are available free of charge to any person at [www.sedar.com](http://www.sedar.com).

You can also request copies of documents incorporated by reference into this proxy statement (excluding all exhibits, unless an exhibit has specifically been incorporated by reference into this proxy statement) or otherwise listed under "Where You Can Find Additional Information," without charge, by requesting them in writing or by telephone from the appropriate company at the following address and telephone number:

**Thompson Creek Metals Company Inc.**

26 Dry Creek Circle, Suite 810  
Littleton, Colorado 80120  
Attention: Investor Relations  
Telephone: (303) 762-3526

**Centerra Gold Inc.**

1 University Avenue, Suite 1500  
Toronto, Ontario M5J 2P1  
Attention: Investor Relations  
Telephone: (416) 204-1953

In addition, if you have questions about the Arrangement Agreement, the Arrangement and related transactions, or the Special Meeting, or if you need to obtain copies of this proxy statement, proxy cards or any documents incorporated by reference in this proxy statement (excluding all exhibits, unless an exhibit has specifically been incorporated by reference into this proxy statement) or otherwise listed under "Where You Can Find Additional Information," you may contact Thompson Creek's proxy solicitor, at the address and contact information listed below. You will not be charged for any of the documents you request.

**The Exchange Tower  
130 King Street West, Suite 2950, P.O. Box 361  
Toronto, Ontario  
M5X 1E2  
[www.kingsdaleshareholder.com](http://www.kingsdaleshareholder.com)**

**North American Toll Free: 1-866-581-1479  
Email: [contactus@kingsdaleshareholder.com](mailto:contactus@kingsdaleshareholder.com)  
Outside North America Call Collect: 1-416-867-2272  
Toll Free Facsimile: 1-866-545-5580  
Facsimile: 416-867-2271**

**If you would like to request documents, please do so by [ • ], 2016 (which is five business days before the date of the Special Meeting) in order to receive them before the Special Meeting.**

Centerra has supplied all information contained in this proxy statement relating to Centerra, and Thompson Creek has supplied all information contained in this proxy statement relating to Thompson Creek.

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**NOTICE OF SPECIAL MEETING OF SHAREHOLDERS**

To the Shareholders of Thompson Creek Metals Company Inc.:

Notice is hereby given that, pursuant to an order (the "Interim Order") of the Supreme Court of British Columbia (the "Court") a special meeting of the shareholders (the "Special Meeting") of Thompson Creek Metals Company Inc. ("Thompson Creek") will be held on [ • ], 2016 at our corporate headquarters located at 26 West Dry Creek Circle, Second Floor, Littleton, Colorado 80120, at [ • ].m., local time, for the following purposes:

(1) *Arrangement Resolution.* To consider, pursuant to the Interim Order, and if deemed advisable, to pass, with or without variation, a special resolution (the "Arrangement Resolution"), the full text of which is set forth in *Annex B* to the accompanying proxy statement and management information circular, approving an arrangement (the "Arrangement") pursuant to Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) (the "BCBCA"), all as more particularly described in the accompanying proxy statement and management information circular;

(2) *Named Executive Officer Arrangement-Related Compensation Proposal.* To consider, solely on an advisory (non-binding) basis, the agreements or understandings between Thompson Creek's named executive officers and Thompson Creek and the related compensation that will or may be paid to its named executive officers in connection with the Arrangement, as disclosed pursuant to Item 402(t) of Regulation S-K in the "Golden Parachute Compensation" table and the related narrative disclosures in the section of the accompanying proxy statement and management information circular entitled "Interests of Directors and Executive Officers in the Arrangement Quantification of Potential Payments to the Named Executive Officers in Connection with the Arrangement"; and

(3) *Other Business.* To transact such other business as may properly come before the Special Meeting or any adjournment or postponement thereof.

Specific details about the matters to be put before the Special Meeting are set forth in the accompanying proxy statement and management information circular.

Only shareholders of record as of the close of business on August 8, 2016 are entitled to notice of and to vote at the Special Meeting or at any adjournment or postponement thereof.

Thompson Creek shareholders may attend the Special Meeting in person or by proxy. Thompson Creek shareholders who are unable to attend the Special Meeting or any adjournment or postponement thereof in person are requested to date, sign and return the accompanying form of proxy for use at the Special Meeting or any adjournment or postponement thereof. To be effective, the form of proxy must be received by TSX Trust Company (according to the instructions on the proxy card), not later than [ • ].m. local time, on [ • ], 2016, or not later than 48 hours (other than Saturday, Sunday or holidays) prior to the time set for any adjournment or postponement of the Special Meeting. The deadline for the deposit of proxies may be waived or extended by the Chair of the Special Meeting at his or her sole discretion without notice.

Thompson Creek shareholders who are planning to return the form of proxy are encouraged to review the accompanying proxy statement and management information circular carefully before submitting the accompanying proxy card.

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Approval of the Arrangement Resolution authorizing and adopting the Arrangement, the plan of arrangement, the Arrangement Agreement and the transactions contemplated thereby by the Thompson Creek shareholders is a condition to the completion of the Arrangement and requires the affirmative approval of two-thirds of the votes cast by the holders of Thompson Creek's common shares present in person or by proxy at the Special Meeting. Therefore, your vote is very important.

Pursuant to the Interim Order, registered Thompson Creek shareholders have been granted the right to dissent in respect of the Arrangement Resolution. If the Arrangement becomes effective, a registered Thompson Creek shareholder who dissents in respect of the Arrangement Resolution is entitled to be paid the fair value of such dissenting Thompson Creek shareholder's common shares in accordance with the provisions of Section 238 of the BCBCA as modified by the plan of arrangement and the Interim Order, provided that such shareholder has delivered a written notice of dissent to the Arrangement Resolution to Thompson Creek, c/o Cassels Brock & Blackwell LLP, Suite 2100, Scotia Plaza, 40 King Street West, Toronto, Ontario, Canada M5H 3C2, Attention: Paul M. Stein, no later than 5:00 p.m., Eastern time, on [ • ], 2016 (or, if the Special Meeting is adjourned or postponed, 5:00 p.m., Eastern time, on the day that is two business days before the time of the postponed or adjourned Special Meeting) and has otherwise complied strictly with the dissent procedures described in the accompanying proxy statement, including the relevant provisions of Division 2 of Part 8 of the BCBCA, as modified by the plan of arrangement and the Interim Order. Beneficial owners of Thompson Creek common shares that are registered in the name of a broker, bank, custodian, nominee or other intermediary who wish to dissent should be aware that only registered owners of Thompson Creek common shares are entitled to dissent. A dissenting holder of Thompson Creek common shares may only dissent with respect to all Thompson Creek common shares held on behalf of any one beneficial owner and registered in the name of such dissenting Thompson Creek shareholder. Accordingly, a non-registered holder of Thompson Creek common shares who desires to exercise the right of dissent must make arrangements for the Thompson Creek common shares beneficially owned by such holder to be registered in the holder's name prior to the time the written notice of dissent to the Arrangement Resolution is required to be received by Thompson Creek or, alternatively, make arrangements for the registered holder of such Thompson Creek common shares to dissent on the holder's behalf. It is recommended that you seek independent legal advice if you wish to exercise your right of dissent.

**Failure to strictly comply with the relevant provisions of Division 2 of Part 8 of the BCBCA as modified by the plan of arrangement and the Interim Order may result in the loss of any right to dissent.**

By Order of the Board of Directors,

JACQUES PERRON  
*President and Chief Executive Officer*

[ • ], 2016

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**YOUR VOTE IS IMPORTANT.**

**PLEASE VOTE ON THE ENCLOSED PROXY CARD NOW EVEN IF YOU PLAN TO ATTEND THE SPECIAL MEETING. YOU CAN VOTE BY SIGNING, DATING AND RETURNING YOUR PROXY CARD BY MAIL IN THE ENCLOSED RETURN ENVELOPE, WHICH REQUIRES NO ADDITIONAL POSTAGE IF MAILED IN THE UNITED STATES OR CANADA, OR BY FACSIMILE OR INTERNET BY FOLLOWING THE INSTRUCTIONS ON THE PROXY CARD. IF YOU DO ATTEND THE SPECIAL MEETING, YOU MAY REVOKE YOUR PROXY AND VOTE IN PERSON IF YOU ARE A REGISTERED SHAREHOLDER OR HAVE A LEGAL PROXY FROM A REGISTERED SHAREHOLDER.**

If you are the beneficial owner of Thompson Creek common shares held by a broker, bank, custodian, nominee or other intermediary and you wish to vote in person at the Special Meeting, you must bring to the Special Meeting a proxy from the broker, bank, custodian, nominee or other intermediary that holds your Thompson Creek common shares authorizing you to vote in person at the Special Meeting. Please also bring to the Special Meeting your account statement evidencing your beneficial ownership of Thompson Creek's common shares as of the record date. All shareholders should also bring photo identification.

The accompanying proxy statement and management information circular provides a detailed description of the plan of arrangement, the Arrangement Agreement, the Arrangement and related agreements and transactions. We urge you to read the accompanying proxy statement and management information circular, including any documents incorporated by reference into the accompanying proxy statement and management information circular and its annexes carefully and in their entirety. If you have any questions concerning the Arrangement Resolution, the other proposals or the accompanying proxy statement and management information circular, would like additional copies of the accompanying proxy statement and management information circular or need help voting your shares, please contact Thompson Creek's proxy solicitor at the contact information listed below:

**The Exchange Tower  
130 King Street West, Suite 2950, P.O. Box 361  
Toronto, Ontario  
M5X 1E2  
[www.kingsdaleshareholder.com](http://www.kingsdaleshareholder.com)**

**North American Toll Free: 1-866-581-1479  
Email: [contactus@kingsdaleshareholder.com](mailto:contactus@kingsdaleshareholder.com)  
Outside North America Call Collect: 1-416-867-2272  
Toll Free Facsimile: 1-866-545-5580  
Facsimile: 416-867-2271**

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This proxy statement contains references to United States dollars and Canadian dollars. All dollar amounts referenced, unless otherwise indicated, are expressed in United States dollars and Canadian dollars are referred to as "Canadian dollars" or "C\$". The following table reflects the high, low and average rates of exchange in Canadian dollars for one United States dollar for the periods noted, based on the Bank of Canada noon spot rate of exchange.

	Fiscal Year Ended		Six Months Ended	
	December 31, 2015	December 31, 2014	June 30, 2016	June 30, 2015
High	0.8527	0.9422	0.7972	0.8527
Low	0.7148	0.8589	0.6854	0.7811
Average	0.7820	0.9054	0.7518	0.8095

On [ • ], 2016, the noon buying rate as reported by the Bank of Canada was \$1.00 = C\$[ • ] or C\$1.00 = \$[ • ].

**CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS**

Certain statements in this proxy statement (including information incorporated by reference) are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and "forward-looking information" within applicable Canadian securities legislation (collectively, "forward-looking statements"), and are intended to be covered by the safe harbors provided by these regulations. All statements other than statements of historical fact set forth herein or incorporated herein by reference are forward-looking statements. These forward-looking statements may, in some cases, be identified by the use of terms such as "believe," "project," "expect," "anticipate," "estimate," "intend," "strategy," "future," "opportunity," "plan," "may," "should," "will," "would," "will be," "will continue," "will likely result," and similar expressions. Such forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in, or implied by, such statements. These risks and uncertainties include, but are not limited to:

the ability to obtain Thompson Creek shareholder and Court approval of the Arrangement;

the ability to complete the Arrangement on the anticipated terms and timetable;

Centerra's and Thompson Creek's ability to integrate successfully after the Arrangement and achieve anticipated benefits from the Arrangement;

the possibility that various closing conditions for the Arrangement may not be satisfied or waived;

risks relating to any unforeseen liabilities, costs or expenses of Centerra or Thompson Creek;

the other risks described in Item 1A. "Risk Factors" in Thompson Creek's Annual Report on Form 10-K for the year ended December 31, 2015 and Item 1A. "Risk Factors" in Thompson Creek's Quarterly Report on Form 10-Q for the quarter ended June 30, 2016, which are incorporated by reference in this proxy statement in the section entitled "Risk Factors" below and in the section entitled "Risk Factors Risks Related to Centerra."

Forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties which may cause actual results to differ materially from the forward-looking statements. You should not place undue reliance on these forward-looking statements. Neither Thompson Creek nor Centerra undertakes any obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events, or otherwise, except as may be required under applicable securities laws.

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**SCIENTIFIC AND TECHNICAL INFORMATION**

The scientific and technical information with respect to Centerra's Kumtor, Boroo, Öksüt, Gatsuurt and Greenstone projects contained in and, for Canadian securities law purposes, incorporated by reference herein is based on the Centerra Technical Reports (as defined herein). The scientific and technical information of Centerra contained in and, for Canadian securities law purposes, incorporated by reference herein has been updated with current information where applicable. The full text of the Centerra Technical Reports has been filed with Canadian provincial and territorial securities regulatory authorities pursuant to National Instrument 43-101 *Standards of Disclosure for Mineral Projects* ("NI 43-101") and are available for review under Centerra's profile on SEDAR at [www.sedar.com](http://www.sedar.com).

Centerra's and Thompson Creek's proven and probable reserve estimates contained herein and the documents incorporated by reference herein, as applicable, are as of December 31, 2015, except where otherwise stated.

Gordon D. Reid, P.Eng., an employee of Centerra, has reviewed and approved the scientific and technical information in respect of Centerra contained in or incorporated by reference herein. Robert Clifford, an employee of Thompson Creek, has reviewed and approved the scientific and technical information in respect of Thompson Creek contained in or incorporated by reference herein. Each of Mr. Reid and Mr. Clifford is considered, by virtue of their education, experience and professional association, to be a "qualified person" for purposes of NI 43-101. Mr. Reid is not independent of Centerra within the meaning of NI 43-101. Mr. Clifford is not independent of Thompson Creek within the meaning of NI 43-101.

**CAUTIONARY NOTICE TO U.S. SHAREHOLDERS**

**Reserve and Resource Estimates**

The disclosure in this document and, for Canadian securities law purposes, the documents incorporated by reference herein use mineral resource classification terms that comply with reporting standards in Canada, and certain mineral resource estimates are made in accordance with NI 43-101. NI 43-101 is a rule developed by the Canadian Securities Administrators ("CSA") that establishes standards for all public disclosure an issuer makes of scientific and technical information concerning mineral projects. Unless otherwise indicated, all mineral reserve and resource estimates of Centerra contained herein and, for Canadian securities law purposes, the documents incorporated by reference herein have been prepared in accordance with NI 43-101. These standards differ significantly from the mineral reserve disclosure requirements of the SEC as stated in Industry Guide 7. Consequently, mineral reserve and resource information contained herein is not comparable to similar information that would generally be disclosed by U.S. companies in accordance with the rules of the SEC.

In particular, the SEC's Industry Guide 7 applies different standards in order to classify mineralization as a reserve. As a result, the definitions of proven and probable reserves used in NI 43-101 differ from the definitions in SEC Industry Guide 7. Under SEC standards, mineralization may not be classified as a "reserve" unless the determination has been made that the mineralization could be economically and legally produced or extracted at the time the reserve determination is made. Among other things, all necessary permits would be required to be in hand or issuance imminent in order to classify mineralized material as reserves under the SEC standards. Accordingly, mineral reserve estimates contained herein may not qualify as "reserves" under SEC standards.

In addition, this proxy statement and, for Canadian securities law purposes, the documents incorporated by reference herein use the terms "mineral resources," "indicated mineral resources" and "inferred mineral resources" as permitted by the reporting standards in Canada. The SEC's Industry Guide 7 does not recognize mineral resources and U.S. companies are generally not permitted to disclose resources in documents they file with the SEC. Thompson Creek shareholders are specifically cautioned not to assume that any part or all of the mineral deposits in these categories will ever be converted into SEC defined mineral reserves. Further, "inferred mineral resources" have a great amount of uncertainty as to their existence and as to whether they can be mined legally or

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economically. Therefore, Thompson Creek shareholders are also cautioned not to assume that all or any part of an inferred resource exists. In accordance with Canadian rules, estimates of "inferred mineral resources" cannot form the basis of feasibility or pre-feasibility studies. It cannot be assumed that all or any part of "mineral resources," "measured mineral resources," "indicated mineral resources" or "inferred mineral resources" will ever be upgraded to a higher category. Thompson Creek shareholders are cautioned not to assume that any part of the reported "mineral resources," "measured mineral resources," "indicated mineral resources" or "inferred mineral resources" herein is economically or legally mineable. In addition, the definitions of "proven mineral reserves" and "probable mineral reserves" under reporting standards in Canada differ in certain respects from the standards of the SEC. For the above reasons, information contained herein that describes mineral reserve and resource estimates is not comparable to similar information made public by U.S. companies subject to the reporting and disclosure requirements of the SEC.

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**QUESTIONS AND ANSWERS ABOUT THE ARRANGEMENT AND THE SPECIAL MEETING**

*Unless stated otherwise or unless the context otherwise requires, all references in this proxy statement to "Thompson Creek," "we," "our" and "us" are to Thompson Creek Metals Company Inc., a British Columbia corporation, all references to "Centerra" are to Centerra Gold Inc., a corporation existing under the laws of Canada, all references to the "Special Meeting" are to the special meeting of shareholders of Thompson Creek on [ • ], 2016 at [ • ].m. local time, at our corporate headquarters located at 26 West Dry Creek Circle, Second Floor, Littleton, Colorado 80120, all references to the "Arrangement Agreement" are to the Arrangement Agreement, dated July 5, 2016, as it may be amended from time to time, by and between Thompson Creek and Centerra, a copy of which is attached as Annex A to this proxy statement, all references to the "Arrangement Resolution" are to the form of arrangement resolution, a copy of which is attached as Annex B to this proxy statement, all references to the "Arrangement" are to the statutory plan of arrangement under Section 288 of the Business Corporations Act (British Columbia)("BCBCA") involving the acquisition by Centerra of all of the outstanding common shares of Thompson Creek, a copy of which is attached as Schedule A to the Arrangement Agreement attached as Annex A to this proxy statement, all references to the "Court" are to the Supreme Court of British Columbia, all references to the "Interim Order" are to the interim order of the Court, a copy of which is attached as Annex E to this proxy statement and all references to the "Final Order" are to a final order of the Court approving the Arrangement. Capitalized terms used but not defined in other sections of this proxy statement have the meaning set forth in the "Glossary of Terms" beginning on page 272 of this proxy statement.*

*The following are some questions that you, as a shareholder of Thompson Creek, may have regarding the Arrangement and the Special Meeting, and brief answers to those questions. You are urged to read carefully this proxy statement and the other documents incorporated by reference and referred to in this proxy statement in their entirety because this section may not provide all of the information that is important to you with respect to the Arrangement and the Special Meeting. Additional important information is contained in the annexes to, and the documents incorporated by reference into, this proxy statement.*

**Q:**  
**Why am I receiving this document?**

**A:**  
Centerra and Thompson Creek have agreed to the Arrangement, pursuant to which Centerra will acquire all of the outstanding common shares, no par value, of Thompson Creek (the "Thompson Creek common shares"), with Thompson Creek becoming a wholly-owned subsidiary of Centerra. In order to complete the Arrangement, Thompson Creek shareholders must approve the Arrangement Resolution, and Thompson Creek is holding the Special Meeting of shareholders to obtain such shareholder approval. Pursuant to the Arrangement, Centerra will issue common shares of Centerra ("Centerra common shares") to the holders of Thompson Creek common shares in exchange for their Thompson Creek common shares in accordance with the Exchange Ratio (as defined below). In connection with the completion of the Arrangement, Centerra has agreed to contribute to Thompson Creek the amount of cash necessary to redeem, or otherwise satisfy and discharge, all of Thompson Creek's outstanding secured and unsecured notes in accordance with the terms of the respective note indentures.

This document is being delivered to you as a proxy statement and management information circular of Thompson Creek (together referred to herein as the "proxy statement") in connection with the Arrangement. It is the proxy statement by which Thompson Creek's board of directors (the "Thompson Creek Board") is soliciting proxies from you to vote to approve the Arrangement Resolution at the Special Meeting or at any adjournment or postponement of the Special Meeting.

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**Q: What will happen in the Arrangement?**

A: Pursuant to the Arrangement, Thompson Creek will be acquired by Centerra and become a wholly-owned subsidiary of Centerra.

**Q: What will I receive in the Arrangement?**

A: If the Arrangement is completed, each of your Thompson Creek common shares will be transferred to Centerra in exchange for 0.0988 of a Centerra common share (the "Exchange Ratio"). The number of Centerra common shares to be issued to a Thompson Creek shareholder shall be rounded down to the next whole number of Centerra common shares and no Thompson Creek shareholder will be entitled to any compensation, including cash compensation, in respect of any fractional Centerra common shares. The Centerra common shares to be received based on the Exchange Ratio pursuant to the Arrangement is referred to as the "Arrangement Consideration". Based on the closing price of C\$8.02 for Centerra common shares on the Toronto Stock Exchange ("TSX") on July 4, 2016, the last trading day before the public announcement of the Arrangement Agreement, the Arrangement Consideration represented a value to Thompson Creek shareholders of C\$0.79 per share, a 32% premium to the closing price for Thompson Creek's common shares on July 4, 2016 on the TSX. The Exchange Ratio for the Arrangement will not be adjusted for subsequent changes in market prices of the Centerra common shares or the Thompson Creek common shares.

**The market price of Centerra common shares will fluctuate prior to the Arrangement, and the market price of Centerra common shares when received by Thompson Creek shareholders after the Arrangement is completed could be greater or less than the current market price of Centerra common shares.** See "Risk Factors" beginning on page 23 of this proxy statement.

**Q: Will I be able to freely trade the Centerra common shares received as a result of the Arrangement?**

A: Yes. If you are a U.S. holder, you will receive freely tradable Centerra common shares as a result of the Arrangement if you are not an affiliate of Centerra and have not been an affiliate of Centerra within 90 days of the closing of the Arrangement, although the Centerra common shares issued as consideration to Thompson Creek shareholders pursuant to the Arrangement will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"). Instead, they will be issued pursuant to the exemption from the registration requirements of the U.S. Securities Act provided under Section 3(a)(10) thereof (the "Section 3(a)(10) exemption") and comparable provisions under U.S. state securities laws. See "The Arrangement U.S. Securities Law Matters" beginning on page 90 of this proxy statement.

For Canadian holders, the distribution of Centerra common shares as consideration to Thompson Creek shareholders pursuant to the Arrangement is being made pursuant to exemptions from the prospectus and dealer requirements under applicable Canadian securities laws. While the resale of Centerra common shares issued as consideration to Thompson Creek shareholders is subject to restrictions under the securities laws of certain Canadian provinces and territories, Thompson Creek shareholders in such provinces and territories generally will be able to rely on statutory exemptions from such resale restrictions.

In addition, if Centerra ceases to be a reporting issuer in the provinces and territories of Canada following completion of the Arrangement, a trade of Centerra common shares issued to a shareholder of Thompson Creek in Canada pursuant to the Arrangement will be subject to resale restrictions unless certain conditions are satisfied. See "The Arrangement Canadian Securities Law Matters" beginning on page 90 of this proxy statement.



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**Q: What happens if the Arrangement is not completed?**

A: If the Arrangement Resolution is not approved by Thompson Creek shareholders or if the Arrangement is not completed for any other reason, including if the Court does not approve the Arrangement, Thompson Creek shareholders will not receive any payment for their Thompson Creek common shares. Instead, Thompson Creek will remain an independent public company and the Thompson Creek common shares will continue to be listed on the TSX and quoted on the OTCQX. If the Arrangement Agreement is terminated under certain specified circumstances, Thompson Creek may be required to pay Centerra a termination fee of \$35 million (the "Termination Fee"). See "The Arrangement Agreement Termination Fee" beginning on page 109 of this proxy statement.

See also the risk factor entitled "The Arrangement Agreement limits Thompson Creek's ability to pursue alternatives to the Arrangement, including if the Arrangement is not completed" in "Risk Factors" below.

**Q: What am I being asked to vote on?**

A: Thompson Creek shareholders are being asked to vote on the proposal to approve (i) the Arrangement Resolution and (ii) on an advisory basis, the compensation payments made by Thompson Creek to its named executive officers in connection with the Arrangement.

The approval of the Arrangement Resolution by Thompson Creek shareholders is a condition to the obligations of Thompson Creek and Centerra to complete the Arrangement.

**Q: Does the Thompson Creek Board recommend that shareholders approve the Arrangement Resolution?**

A: Yes. A special committee of the Thompson Creek Board (the "Special Committee") and the Thompson Creek Board have each approved the Arrangement and the Arrangement Agreement, including the Arrangement Resolution, and determined that the Arrangement is fair to Thompson Creek shareholders and in the best interests of Thompson Creek. Therefore, the Thompson Creek Board recommends that you vote "**FOR**" the Arrangement Resolution at the Special Meeting. See "The Arrangement Reasons for the Arrangement" and "Recommendation of the Thompson Creek Board of Directors" beginning on page 65 of this proxy statement.

**Q: Why is the Thompson Creek Board making this recommendation?**

A: In reaching its conclusion that the Arrangement is fair to Thompson Creek shareholders and that the Arrangement is in the best interests of Thompson Creek, the Thompson Creek Board considered and relied upon a number of factors, including those described under the headings "The Arrangement Reasons for the Arrangement" and "The Arrangement Opinion of BMO Capital Markets" beginning on pages 65 and 68 of this proxy statement.

**Q: What shareholder vote is required for the approval of the Arrangement Resolution?**

A: The vote requirement to approve the Arrangement Resolution is the affirmative approval of two-thirds of the votes cast by holders of Thompson Creek common shares present in person or by proxy at the Special Meeting.

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**Q: What shareholder vote is required for the approval of, on an advisory basis, the compensation payments made by Thompson Creek to its named executive officers in connection with the Arrangement?**

A: The vote requirement to approve, on an advisory basis, the compensation payments made by Thompson Creek to its named executive officers in connection with the Arrangement is the affirmative approval of a majority of the votes cast by holders of Thompson Creek common shares present in person or by proxy at the Special Meeting.

**Q: What constitutes a quorum for the Special Meeting?**

A: The quorum for the transaction of business at the Special Meeting is two persons, present in person, each being a Thompson Creek shareholder entitled to vote at the Special Meeting or a duly appointed proxy for a Thompson Creek shareholder so entitled, representing at least 25% of the Thompson Creek common shares entitled to vote at the Special Meeting.

**Q: When is this proxy statement being mailed?**

A: This proxy statement and the proxy card are first being sent to Thompson Creek shareholders on or about [ • ], 2016.

**Q: Who is entitled to vote at the Special Meeting?**

A: All holders of Thompson Creek common shares who held shares at the close of business on August 8, 2016, the record date for the Special Meeting (the "Record Date"), are entitled to receive notice of and to vote at the Special Meeting. As of the close of business on the Record Date, there were 222,782,042 Thompson Creek common shares outstanding and entitled to vote at the Special Meeting. Each Thompson Creek common share is entitled to one vote.

**Q: When and where is the Special Meeting?**

A: The Special Meeting will be held at our corporate headquarters located at 26 West Dry Creek Circle, Second Floor, Littleton, Colorado 80120, on [ • ], 2016 at [ • ].m., local time.

**Q: How do I vote my shares at the Special Meeting?**

A: If you are entitled to vote at the Special Meeting and hold your shares in your own name, you can submit a proxy or vote in person by completing a ballot at the Special Meeting. However, Thompson Creek encourages you to submit a proxy before the Special Meeting even if you plan to attend the Special Meeting. A proxy is a legal designation of another person to vote your Thompson Creek common shares on your behalf. If you hold shares in your own name, you may submit a proxy for your shares by:

filling out, signing and dating the enclosed proxy card and mailing it in the prepaid envelope included with these proxy materials;

by faxing the signed proxy card pursuant to the instructions set forth in the proxy card; or

accessing the Internet website specified on the enclosed proxy card and following the instructions provided to you.

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When a Thompson Creek shareholder submits a proxy through the Internet, his, her or its proxy is recorded immediately. If you submit a proxy through the Internet website, please do not return your proxy card by mail.

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If a Thompson Creek shareholder executes a proxy card without giving instructions, the Thompson Creek common shares represented by that proxy card will be voted "**FOR**" approval of the Arrangement Resolution and "**FOR**" the approval of, on an advisory basis, the compensation payments made by Thompson Creek to its named executive officers in connection with the Arrangement.

Please submit your proxy through the Internet, by mail or by facsimile, whether or not you plan to attend the Special Meeting in person. Proxies must be received by [ • ].m., [ • ], on [ • ], 2016.

**Q: What is the difference between holding shares as a registered shareholder and as a beneficial owner of shares held in "street name"?**

**A:** Most of Thompson Creek's shareholders hold their shares through a broker, bank, custodian, nominee or other intermediary rather than directly in their own names. As summarized below, there are some distinctions between registered shareholders and beneficial owners:

*Registered Shareholders* If your shares are registered directly in your name with Thompson Creek's transfer agent, you are considered, with respect to those shares, to be the "registered shareholder." As the registered shareholder, you have the right to grant your voting proxy directly to Thompson Creek or to a third party, or to vote in person at the Special Meeting.

*Beneficial Owner* If your shares are held in "street name" by a broker, bank, custodian, nominee, or other intermediary, you are considered the "beneficial owner" of those shares. As the beneficial owner of those shares, you have the right to direct your broker, bank, custodian, nominee or other intermediary how to vote and you also are invited to attend the Special Meeting. However, because a beneficial owner is not the registered shareholder, you will not be entitled to vote your beneficially-owned shares in person at the Special Meeting unless you obtain a "legal proxy" from the broker, bank, custodian, nominee or other intermediary that holds your shares, giving you the right to vote the shares at the Special Meeting.

If you do not provide voting instructions to your broker, bank, custodian, nominee or other intermediary, your shares may not be voted on the Arrangement Resolution, since it is not considered a routine matter. If your shares are not voted by your broker, bank, custodian, nominee or other intermediary, this is referred to in this proxy statement, and in general, as a "broker non-vote". Broker non-votes will have no effect on the outcome of the proposal to approve the Arrangement Resolution or any other proposals at the Special Meeting.

If you hold shares through a broker or other nominee and wish to vote your shares in person at the Special Meeting, you must obtain a proxy from your broker, bank custodian, nominee or other intermediary and present it to the inspector of election with your ballot when you vote at the Special Meeting.

**Q: How will my shares be represented at the Special Meeting?**

**A:** If you submit your proxy through the Internet or by signing and returning your proxy card, the officers named in your proxy card will vote your shares in the manner you requested if you correctly submitted your proxy. If you sign your proxy card and return it without indicating how you would like to vote your shares, your proxy will be voted as the Thompson Creek Board recommends, which is "**FOR**" all proposals detailed herein, including the Arrangement Resolution.

If any amendments or variations to the proposals identified in the accompanying notice of meeting are proposed at the Special Meeting or if any other matters properly come before the Special Meeting, the enclosed proxy card confers authority to vote on such amendments or variations according to the discretion of the person voting the proxy at the Special Meeting.

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**Q: Who may attend the Special Meeting?**

A: You are entitled to attend the Special Meeting only if you were a Thompson Creek shareholder as of the close of business on the Record Date or if you hold a valid proxy for the Special Meeting. You must present photo identification for admittance. If you are a registered shareholder, your name will be verified against the list of shareholders of record or plan participants on the Record Date prior to your admission to the Special Meeting. If you are not a registered shareholder but hold your shares through a broker, trustee or nominee, you must provide proof of beneficial ownership on the Record Date, such as your most recent account statement prior to the Record Date or other similar evidence of ownership.

If you do not provide photo identification or comply with the other procedures outlined above, you will not be admitted to the Special Meeting.

The Special Meeting will begin promptly at [ • ] [ • ].m., local time. Please allow sufficient time for check-in procedures.

**Q: Is my vote important?**

A: Yes, your vote is very important. If you do not submit a proxy or vote in person at the Special Meeting, it will be more difficult for Thompson Creek to obtain the necessary quorum to hold the Special Meeting. If you are the beneficial owner of shares held in "street name" by a broker, bank, custodian, nominee or other intermediary, your broker, bank, custodian, nominee or other intermediary may not be able to cast a vote on the approval of the Arrangement Resolution without instructions from you. Broker non-votes and shares not voted or in attendance at the Special Meeting will have no effect on the outcome of the proposal to approve the Arrangement Resolution or any other proposal at the Special Meeting. The Thompson Creek Board recommends that you vote **"FOR"** all proposals detailed herein, including the Arrangement Resolution.

**Q: Can I revoke my proxy or change my voting instructions?**

A: Yes. If you are the registered shareholder, you may change your vote by submitting a new proxy bearing a later date (which automatically revokes the earlier proxy), by providing a written notice to Thompson Creek at our principal office that you wish to revoke a proxy that has already been submitted at any time up to and including the last business day preceding the day of the Special Meeting, or by notifying the Chair of the Special Meeting on the day of the Special Meeting that you wish to revoke a proxy that has already been submitted.

If you are the beneficial owner of shares held in "street name" by a broker, bank, custodian, nominee or other intermediary, you may change your vote by submitting new voting instructions to your broker, bank, custodian, nominee or other intermediary according to the instructions provided by your broker, bank, custodian, nominee or other intermediary or, if you have obtained a legal proxy from your broker, bank, custodian, nominee or other intermediary giving you the right to vote your shares, by attending and voting in person at the Special Meeting.

**Q: What happens if I sell my shares after the Record Date but before the Special Meeting?**

A: The Record Date for the Special Meeting is earlier than the date of the Special Meeting and the date that the Arrangement is expected to be completed. If you sell or otherwise transfer your Thompson Creek common shares after the Record Date but before the date of the Special Meeting, you will retain your right to vote at the Special Meeting. However, you will not have the right to receive the consideration to be received by Thompson Creek's shareholders under the Arrangement. In order to receive the Centerra common shares in exchange for your Thompson

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Creek common shares, you must hold your Thompson Creek common shares through completion of the Arrangement.

**Q: What do I do if I receive more than one set of voting materials?**

A: You may receive more than one set of voting materials for the Special Meeting, including multiple copies of this proxy statement, proxy cards and/or voting instruction forms. This can occur if you hold your Thompson Creek common shares in more than one brokerage account, if you hold shares directly as a registered shareholder and also are the beneficial owner of shares held in "street name" through a broker, bank, custodian, nominee or other intermediary, and in certain other circumstances. If you receive more than one set of voting materials, each should be voted and/or returned separately in order to ensure that all of your Thompson Creek common shares are voted.

**Q: Am I entitled to dissent rights?**

A: Yes. Pursuant to the Interim Order, Thompson Creek registered shareholders are entitled to dissent rights but only if they follow the relevant provisions of Division 2 of Part 8 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order. Beneficial owners of Thompson Creek common shares that are registered in the name of a broker, bank, custodian, nominee or other intermediary who wish to dissent should be aware that only registered shareholders of Thompson Creek are entitled to dissent. If you wish to exercise dissent rights, you should review the requirements summarized in this proxy statement carefully and consult with legal counsel. See "The Arrangement Agreement Dissent Rights" beginning on page 111 of this proxy statement.

**Q: What will happen to Thompson Creek's outstanding notes in connection with the Arrangement?**

A: In connection with the completion of the Arrangement, Centerra has agreed to contribute to Thompson Creek the amount of cash necessary to redeem, or otherwise satisfy and discharge, all of Thompson Creek's outstanding 9.75% senior secured notes due 2017, 7.375% senior unsecured notes due 2018 and 12.5% senior unsecured notes due 2019 (collectively, the "Notes").

Concurrent with the announcement of the Arrangement Agreement, Centerra announced a bought deal prospectus offering of subscription receipts, with gross proceeds to Centerra of approximately C\$195 million, which closed on July 20, 2016 (the "Centerra Equity Financing") and a committed \$325 million senior secured revolving and term loan facility (the "Centerra Debt Financing"). Upon closing of the Arrangement, the net proceeds of the Centerra Equity Financing will be released from escrow to Centerra.

The proceeds of the Centerra Equity Financing, the Centerra Debt Financing and available cash on hand will be used to fund the redemption, or satisfaction and discharge, of the Notes and other expenses incurred in connection with the Arrangement.

**Q: Is completion of the Arrangement subject to any conditions?**

A: Yes. The Arrangement requires the approval of Thompson Creek shareholders, the issuance of the Final Order by the Court, certain other regulatory approvals, and satisfaction, or to the extent permitted by applicable law, waiver of the other conditions specified in the Arrangement Agreement.

**Q: What happens if Centerra is not able to complete the financing for the Arrangement?**

A: Each of Centerra and Thompson Creek have the right to terminate the Arrangement Agreement if either the Centerra Equity Financing or the Centerra Debt Financing is terminated. The Centerra

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Equity Financing closed on July 20, 2016 and the net proceeds of the Centerra Equity Financing are held in escrow subject to closing of the Arrangement.

**Q:**  
**When do you expect to complete the Arrangement?**

**A:**  
Thompson Creek and Centerra are working towards completing the Arrangement promptly. Thompson Creek and Centerra currently expect to complete the Arrangement not later than October 31, 2016, subject to approval of the Arrangement Resolution by the requisite vote of Thompson Creek shareholders, approval from the Court and satisfaction of other closing conditions specified in the Arrangement Agreement and summarized in "The Arrangement Agreement Effective Date and Conditions of Arrangement" beginning on page 99 of this proxy statement. However, no assurance can be given as to when, or if, the Arrangement will occur.

**Q:**  
**What are the U.S. federal income tax consequences of the Arrangement to Thompson Creek shareholders?**

**A:**  
The Arrangement is intended to qualify, for U.S. federal income tax purposes, as a tax-free "reorganization" within the meaning of Section 368(a)(1)(B) of the Internal Revenue Code of 1986, as amended (the "U.S. Tax Code"). If the Arrangement qualifies as a reorganization, no gain or loss generally would be recognized by Thompson Creek shareholders for U.S. federal income tax purposes. However, neither Thompson Creek nor Centerra has requested, or intends to request a ruling from the Internal Revenue Service (the "IRS") or an opinion of counsel with respect to whether the Arrangement will qualify as a reorganization. Thompson Creek shareholders should review the discussion under "Material U.S. Federal Income Tax Considerations" beginning on page 116 of this proxy statement and are urged to consult their tax advisors as to whether the Arrangement will qualify as a reorganization on the effective date.

**Q:**  
**What are the Canadian federal income tax consequences of the Arrangement to Thompson Creek shareholders?**

A Canadian resident holder that disposes of Thompson Creek common shares in exchange for Centerra common shares pursuant to the Arrangement will be deemed to have disposed of the Thompson Creek common shares for proceeds of disposition equal to the holder's adjusted cost base of Centerra common shares immediately before the exchange and will be deemed to acquire the Centerra common shares at a cost equal to such adjusted cost base, resulting in the deferral of any accrued capital gain on the Thompson Creek common shares. This deferral will not apply where the holder has, in the holder's income tax return for the year in which the exchange occurs, included in computing income any portion of the capital gain (or capital loss) arising on the exchange otherwise determined.

If a holder elects to include in income for the year the exchange occurs any portion of the gain (or loss) otherwise arising, such capital gain (or capital loss) will be equal to the amount by which the fair market value of the Centerra common shares received on the exchange of Thompson Creek common shares (determined at the time of the exchange) exceeds (or is less than) the aggregate of the adjusted cost base to the holder of such Thompson Creek common shares, determined immediately before the exchange, and any reasonable costs of disposition.

A non-resident holder who disposes or is deemed to dispose of Thompson Creek common shares in exchange for Centerra common shares pursuant to the Arrangement will generally be deemed to have disposed of the Thompson Creek common shares for proceeds of disposition equal to the non-resident holder's adjusted cost base of the Thompson Creek common shares immediately before the exchange. Thompson Creek shareholders should review the discussion under "Material Canadian Federal Income Tax Considerations" beginning on page 121 of this proxy statement and

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are urged to consult their tax advisor regarding the tax consequences of the Arrangement based on their particular circumstances.

**Q: What do I need to do now?**

A: Carefully read and consider the information contained in and incorporated by reference into this proxy statement, including its annexes. Then, please vote your Thompson Creek common shares, which you may do by:

completing, dating, signing and returning the enclosed proxy card in the accompanying postage-paid envelope;

submitting your proxy via the Internet by following the instructions included on your proxy card; or

attending the Special Meeting and voting by ballot in person.

If you hold shares through a broker, bank, custodian, nominee or other intermediary, please instruct your broker, bank, custodian, nominee or other intermediary to vote your shares by following the instructions that the broker, bank, custodian, nominee or other intermediary provides to you with these materials.

**Q: Should I send in my share certificates now?**

A: No. Thompson Creek shareholders should not send in their share certificates at this time.

**Q: When and how do I send in my share certificates?**

A: On or around the date on which the Arrangement is completed, Centerra will send out a letter of transmittal and detailed instructions to all registered shareholders of Thompson Creek as of the effective date of the Arrangement. After receiving those materials, Thompson Creek shareholders may surrender the certificates representing their Thompson Creek common shares in exchange for certificates representing the number of Centerra common shares to which they are entitled under the Arrangement by properly completing and returning the letter of transmittal in accordance with the instructions contained therein and all other documents required thereby.

**Q: Why am I being asked to approve, on a non-binding, advisory basis, the compensation payments that will or may be paid by Thompson Creek to its named executive officers in connection with the Arrangement?**

A: The SEC has adopted rules that require Thompson Creek to seek a non-binding, advisory vote on the compensation payments that will or may be paid by Thompson Creek to its named executive officers in connection with the Arrangement.

**Q: What happens if the named executive officer arrangement-related compensation proposal is not approved?**

A: Approval of this proposal is not a condition to the completion of the Arrangement, and as an advisory vote, the result will not be binding on Thompson Creek, the Thompson Creek Board or Centerra. Further, the underlying plans and arrangements are contractual in nature and not, by their terms, subject to shareholder approval. Accordingly, regardless of the outcome of the advisory vote, if the Arrangement is consummated, Thompson Creek's named executive officers will be eligible to receive the compensation that is based on or otherwise relates to the Arrangement in accordance with the terms and conditions applicable to those payments.



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**Q: How will Thompson Creek's directors and executive officers vote on the proposal to approve the Arrangement Resolution?**

A: The directors and executive officers of Thompson Creek have informed Thompson Creek that as of the date of this proxy statement, they intend to vote their Thompson Creek common shares in favor of the Arrangement Resolution. In addition, concurrently, and in connection with entering into the Arrangement Agreement, certain of Thompson Creek's directors and executive officers entered into voting and support agreements with Centerra pursuant to which, subject to the conditions set forth therein, such directors and executive officers agree, among other things, (i) to vote all Thompson Creek common shares beneficially owned or controlled by them in favor of the approval and adoption of the Arrangement and the transactions contemplated thereby and (ii) to support actions necessary to consummate the Arrangement.

As of the Record Date for the Special Meeting, the directors and executive officers of Thompson Creek have the right to vote, in the aggregate, 1,380,196 Thompson Creek common shares, representing less than 1% of the issued and outstanding Thompson Creek common shares entitled to vote at the Special Meeting.

**Q: Do any of Thompson Creek's directors or executive officers have interests in the Arrangement that may differ from or be in addition to my interests as a shareholder?**

A: Yes. In considering the recommendation of the Special Committee and the Thompson Creek Board with respect to the Arrangement, you should be aware that Thompson Creek's directors and executive officers may have interests in the Arrangement that are different from, or in addition to, the interests of Thompson Creek shareholders. These interests may create potential conflicts of interest. The Special Committee and the Thompson Creek Board were aware of those interests and considered them, among other matters, in approving the Arrangement Agreement, the Arrangement, and the transactions contemplated by the Arrangement Agreement. See the section entitled "Interests of Directors and Executive Officers in the Arrangement" beginning on page 93 of this proxy statement.

**Q: Does Centerra require shareholder approval to complete the Arrangement?**

A: No, Centerra is not required to obtain the approval of Centerra shareholders to complete the Arrangement or for the issuance of Centerra common shares in exchange for the Thompson Creek common shares.

**Q: Where can I find more information about Thompson Creek, Centerra and the transactions contemplated by the Arrangement Agreement?**

A: You can find out more information about Thompson Creek, Centerra and the transactions contemplated by the Arrangement Agreement by reading this proxy statement and, with respect to Thompson Creek and Centerra, from various sources described in the section entitled "Where You Can Find Additional Information" beginning on page 270 of this proxy statement.

**Q: Whom should I call with questions?**

A: Thompson Creek shareholders should contact Kingsdale Shareholder Services, Thompson Creek's proxy solicitor, toll-free at 1-866-581-1479 or 416-867-2272 (collect call) or by email at [contactus@kingsdaleshareholder.com](mailto:contactus@kingsdaleshareholder.com) with any questions about the Arrangement or the Special Meeting, or to obtain additional copies of this proxy statement, proxy cards or voting instruction forms.

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**SUMMARY**

This summary highlights selected information from this proxy statement. It may not contain all of the information that is important to you. You are urged to read carefully the entire proxy statement and the other documents referred to or incorporated by reference in this proxy statement in order to fully understand the Arrangement Agreement and the Arrangement. See "Where You Can Find Additional Information" beginning on page 270 of this proxy statement. Each item in this summary refers to the page of this proxy statement on which that subject is discussed in more detail.

**Information about Centerra and Thompson Creek (see page 49)**

***Centerra***

Centerra is a Canadian-based gold mining company engaged in operating, developing, acquiring and exploring gold properties in Asia, North America and other markets worldwide. Centerra is the largest Western-based gold producer in Central Asia with one operating gold mine, located in the Kyrgyz Republic. In 2015, Centerra produced 536,920 ounces of gold from its operations. Centerra was incorporated under the *Canada Business Corporations Act* (the "CBCA") in November 2002 under the name 4122216 Canada Limited. Centerra changed its name in December 2002 to Kumtor Mountain Holdings Corporation and in December 2003 to Centerra Gold Inc.

The Centerra common shares are listed under the symbol "CG" on the TSX. Centerra's principal executive offices are located at 1 University Avenue, Suite 1500, Toronto, Ontario, Canada M5J 2P1, its telephone is (416) 204-1953 and its website is [www.centerragold.com](http://www.centerragold.com). The information contained in, or that can be accessed through, Centerra's website is not incorporated by reference in this proxy statement and you should not consider information contained on Centerra's website as part of this proxy statement. For additional information about Centerra, see "Additional Information about Centerra" and "Where You Can Find Additional Information" below in this proxy statement.

***Thompson Creek***

Thompson Creek, a corporation continued under the BCBCA, is a North American mining company engaged in the full mining cycle, which includes acquisition, exploration, development and operation of mineral properties. Thompson Creek's principal operating property is its 100%-owned Mount Milligan Mine, an open-pit copper and gold mine and concentrator in British Columbia, Canada. Thompson Creek's molybdenum assets consist of its 100%-owned Thompson Creek Mine, an open-pit molybdenum mine and concentrator in Idaho, its 75% joint venture interest in the Endako Mine, an open-pit molybdenum mine, concentrator and roaster in British Columbia, Canada, both of which have been placed on care and maintenance, and its Langeloth Metallurgical Facility in Pennsylvania. Thompson Creek's development and exploration projects include the Berg and IKE properties, both copper, molybdenum and silver exploration properties located in British Columbia, Canada.

The Thompson Creek common shares are listed under the symbol "TCM" on the TSX and under the symbol "TCPTF" on the OTCQX. Thompson Creek's principal executive offices are located at 26 West Dry Creek Circle, Suite 810, Littleton, Colorado 80120, its telephone is (303) 761-8801 and its website is [www.thompsoncreekmetals.com](http://www.thompsoncreekmetals.com). The information contained in, or that can be accessed through, Thompson Creek's website is not incorporated by reference in this proxy statement and you should not consider information contained on Thompson Creek's website as part of this proxy statement. For additional information about Thompson Creek, see "Where You Can Find Additional Information" below in this proxy statement.

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**Risk Factors (see page 23)**

You should read and carefully consider the risk factors set forth in the section entitled "Risk Factors" below in this proxy statement. You also should read and carefully consider the risk factors contained in the documents that are incorporated by reference into this proxy statement.

**The Arrangement and the Arrangement Agreement (see pages 56 and 99, respectively)**

Centerra and Thompson Creek entered into the Arrangement Agreement on July 5, 2016. Subject to the terms and conditions of the Arrangement Agreement and in accordance with the BCBCA, Centerra will acquire all of the outstanding Thompson Creek common shares in exchange for Centerra common shares. Upon completion of the transactions contemplated under the Plan of Arrangement and the Arrangement Agreement, which are referred to in this proxy statement as the Arrangement, Thompson Creek will be a wholly-owned subsidiary of Centerra, and Thompson Creek common shares will no longer be publicly traded.

A copy of the Arrangement Agreement is attached as Annex A to this proxy statement. **You should read the Arrangement Agreement carefully and in its entirety because it is the legal document that governs the Arrangement.**

**Special Meeting of Thompson Creek Shareholders (see page 50)**

*Meeting.* The Special Meeting will be held at our corporate headquarters located at 26 West Dry Creek Circle, Second Floor, Littleton, Colorado 80120, at [ • ]m., local time, on [ • ], 2016. At the Special Meeting, Thompson Creek shareholders will be asked to approve the Arrangement Resolution and to approve, on an advisory basis, the arrangement-related compensation of Thompson Creek's named executive officers.

*Record Date.* Only Thompson Creek shareholders of record at the close of business on the Record Date of August 8, 2016 will be entitled to receive notice of and to vote at the Special Meeting. As of the close of business on the Record Date, there were 222,782,042 Thompson Creek common shares outstanding and entitled to vote at the Special Meeting. Each holder of Thompson Creek common shares is entitled to one vote for each common share owned as of the Record Date.

*Required Vote.* To approve the Arrangement Resolution, two-thirds of the votes cast by holders of Thompson Creek common shares present in person or by proxy at the Special Meeting must vote in favor of the Arrangement Resolution. **Thompson Creek cannot complete the Arrangement unless its shareholders approve the Arrangement Resolution. Broker non-votes and shares not in attendance at the Special Meeting or by proxy will have no effect on the outcome of the vote on the Arrangement Resolution.**

*Share Ownership of and Voting by Thompson Creek's Directors and Executive Officers.* At the close of business on the Record Date, Thompson Creek's directors and executive officers and their affiliates had the right to vote 1,380,196 Thompson Creek common shares at the Special Meeting, which represent less than 1% of the Thompson Creek common shares entitled to vote at the Special Meeting. Thompson Creek's directors and executive officers will vote their shares "FOR" the approval of the Arrangement Resolution.

In connection with the Arrangement Agreement, certain directors and the executive officers of Thompson Creek each entered into a support agreement with Centerra pursuant to which, subject to the conditions set forth therein, they agreed, in their capacity as Thompson Creek shareholders, (i) to vote all voting securities of Thompson Creek beneficially owned by them in favor of the Arrangement Resolution and (ii) to support actions necessary to consummate the Arrangement. See "The Arrangement Agreement Other Agreements in Connection with the Arrangement Agreement"

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beginning on page 114 of this proxy statement for a discussion of the terms of these support agreements.

**What Thompson Creek Shareholders will Receive in the Arrangement (see page 81)**

If the Arrangement becomes effective, each outstanding Thompson Creek common share, other than shares held by a shareholder duly and validly exercising dissent rights, will be transferred to Centerra in exchange for 0.0988 of a Centerra common share. The number of Centerra common shares to be issued to a Thompson Creek shareholder will be rounded down to the next whole number of Centerra common shares, and no Thompson Creek shareholder will be entitled to any compensation, including cash compensation, in respect of any fractional Centerra common shares.

*Example: If you currently own 100 Thompson Creek common shares, you will be entitled to receive 9 Centerra common shares.*

The Exchange Ratio is fixed, which means that it will not change between now and the date of the completion of the Arrangement, regardless of whether the market price of either Centerra common shares or Thompson Creek common shares changes. Therefore, the value of the Arrangement Consideration will depend on the market price of Centerra common shares at the time Thompson Creek shareholders receive Centerra common shares in the Arrangement. Based on the closing price of C\$8.02 for Centerra common shares on the TSX on July 4, 2016, the last trading day before the public announcement of the Arrangement Agreement, the Arrangement Consideration represented a value to Thompson Creek shareholders of C\$0.79 per share, a 32% premium to the closing price for Thompson Creek common shares on July 4, 2016 on the TSX. Based on the closing price of C\$[ • ] for Centerra common shares on the TSX on [ • ], 2016, the most recent practicable trading day prior to the date of this proxy statement, the Arrangement Consideration represented approximately C\$[ • ] in value for each Thompson Creek common share. **The market price of Centerra common shares will fluctuate prior to the completion of the Arrangement, and the market price of Centerra common shares when received by Thompson Creek shareholders after the Arrangement is completed could be greater or less than the current market price of Centerra common shares.**

The issuance of Centerra common shares to shareholders of Thompson Creek, to be delivered under the Arrangement, will not be registered under the U.S. Securities Act, and will be issued in reliance upon the Section 3(a)(10) exemption.

**Treatment of Equity Awards (see page 81)**

Subject to the terms and conditions of the Arrangement Agreement, pursuant to the Arrangement, each option to purchase Thompson Creek common shares will be exchanged for replacement options to purchase Centerra common shares ("Centerra Replacement Options") in an amount based on the Exchange Ratio rounded down to the next whole number of Centerra common shares. All terms and conditions of a Centerra Replacement Option, including the term to expiry, conditions to and manner of exercising, will be the same as the Thompson Creek Option (as defined herein) for which it was exchanged. Pursuant to the Arrangement, the vesting of each Thompson Creek restricted share unit and each Thompson Creek performance share unit will be accelerated and the holder will receive the number of Thompson Creek common shares as set out in his or her award agreement, which Thompson Creek common shares will participate in the Arrangement and be exchanged for Centerra common shares. For more detailed information on the treatment of Thompson Creek equity awards, see "The Arrangement Treatment of Thompson Creek Options," "The Arrangement Treatment of Thompson Creek PSUs" and "The Arrangement Treatment of Thompson Creek RSUs" beginning on page 81 of this proxy statement.

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**Recommendation of the Special Committee and the Thompson Creek Board of Directors (see page 65)**

The Special Committee and the Thompson Creek Board (i) determined that the Arrangement is in the best interests of Thompson Creek and is fair to Thompson Creek shareholders, (ii) approved the Arrangement Agreement and the related Plan of Arrangement and (iii) resolved to recommend approval of the Arrangement Resolution to the Thompson Creek shareholders. **The Thompson Creek Board recommends that Thompson Creek shareholders vote "FOR" the Arrangement Resolution.**

For the factors considered by the Special Committee and the Thompson Creek Board in reaching their decision to approve the Arrangement Agreement, see "The Arrangement Recommendation of the Thompson Creek Board of Directors" beginning on page 65 of this proxy statement.

**Opinion of BMO Capital Markets (see page 68)**

In connection with the Arrangement, on July 5, 2016, BMO Capital Markets rendered its opinion to the Thompson Creek Board that, as of that date and based upon and subject to the assumptions, limitations and qualifications stated in its opinion, the Exchange Ratio was fair, from a financial point of view, to Thompson Creek's shareholders. The full text of BMO Capital Markets' written opinion, which sets forth, among other things, the procedures followed, factors considered, assumptions made and qualifications and limitations of the review undertaken in rendering its opinion, is attached as Annex C to this proxy statement. The opinion was delivered to the Thompson Creek Board and the Special Committee and addresses only the fairness, from a financial point of view, of the consideration to be received by the Thompson Creek shareholders in the Arrangement. The opinion does not address any other aspect of the Arrangement nor does it constitute a recommendation to any Thompson Creek shareholder as to how such shareholder should vote or act with respect to any matters relating to the Arrangement or any other matter.

**Ownership of Centerra after the Arrangement**

Based on the number of Thompson Creek common shares and Thompson Creek equity awards outstanding as of [ • ], 2016, Centerra expects to issue approximately [ • ] Centerra common shares to Thompson Creek shareholders pursuant to the Arrangement and to reserve approximately [ • ] additional Centerra common shares for issuance upon exercise of Thompson Creek options that are converted into Centerra Replacement Options pursuant to the Arrangement. The actual number of Centerra common shares to be issued and reserved for issuance pursuant to the Arrangement will be determined at the completion of the Arrangement based on the Exchange Ratio and the number of Thompson Creek common shares and Thompson Creek options outstanding at such time. Immediately after completion of the Arrangement, it is expected that former Thompson Creek shareholders will own approximately 8% of the outstanding Centerra common shares.

**The Arrangement Requires the Approval of the Court (see page 86)**

The Arrangement requires approval by the Court under Section 288 of the BCBCA. If the Arrangement Resolution is approved at the Special Meeting, Thompson Creek will apply for the Final Order of the Court approving the Arrangement. Subject to the foregoing, the Court hearing in respect of the Final Order is scheduled to take place on [ • ], 2016 at [ • ].m. local time, or as soon thereafter as the hearing of the Final Order can be heard or at such other date and time as the Court may direct. Any Thompson Creek shareholder or any other interested party who wishes to appear or be represented and present evidence or arguments at the hearing of the application for the Final Order and must file and serve a response to petition, along with any other documents required, as set out in the Interim Order and Notice of Petition, the text of which is set out in Annex E and Annex F, respectively, to this proxy statement, and satisfy any other requirements of the Court. The Court will consider, among other things, the fairness and reasonableness of the Arrangement and the rights of

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every person affected. See "The Arrangement Court Approval of the Arrangement" beginning on page 86 of this proxy statement.

The Court will be advised at the hearing of the application for the Final Order that if the terms and conditions of the Arrangement are approved by the Court, the Centerra common shares issued as consideration to Thompson Creek shareholders and the Centerra Replacement Options issued to Thompson Creek optionholders pursuant to the Arrangement will not be registered under the U.S. Securities Act, but instead be issued pursuant to the exemption from the registration requirements of the U.S. Securities Act provided under Section 3(a)(10) thereof. See "The Arrangement U.S. Securities Law Matters Exemption from U.S. Registration" beginning on page 90 of this proxy statement. **Thompson Creek shareholders who wish to participate in or be represented at the Court hearing should consult their legal advisors as to the necessary requirements.**

**Interests of Directors and Executive Officers in the Arrangement (see page 93)**

In considering the recommendation of the Special Committee and the Thompson Creek Board for the approval of the Arrangement Resolution, Thompson Creek shareholders should be aware that the executive officers of Thompson Creek and certain members of the Thompson Creek Board have interests in the transactions contemplated by the Arrangement Agreement that are different from, or in addition to, the interests of Thompson Creek shareholders generally. The Special Committee and the Thompson Creek Board were aware of these interests, and considered them, among other matters, in evaluating and negotiating the Arrangement Agreement and the Arrangement, and in recommending that Thompson Creek shareholders approve the Arrangement Resolution.

The directors and officers of Thompson Creek who hold outstanding options of Thompson Creek will, pursuant to the Arrangement, have their options exchanged for a Centerra Replacement Option to purchase that number of Centerra common shares equal to 0.0988 multiplied by the number of Thompson Creek common shares subject to the Thompson Creek share option immediately prior to the effective time of the Arrangement (rounded down to the next whole number of Centerra common shares). The directors and executive officers of Thompson Creek who hold outstanding restricted share units or performance share units of Thompson Creek will, pursuant to the Arrangement, have those units vest and the holder will receive the number of Thompson Creek common shares as set out in his or her award agreement, which Thompson Creek common shares will participate in the Arrangement and be exchanged for Centerra common shares. In addition to employee stock options, each executive officer of Thompson Creek is a party to certain agreements with Thompson Creek pursuant to which he or she will be entitled to certain amounts if his or her employment is terminated within 12 months of the Arrangement Agreement for any reason other than cause or if the executive officer elects to terminate employment following a specified triggering event. See "Interests of Directors and Executive Officers in the Arrangement" on page 93 of the proxy statement.

**Dissent Rights Available (see page 111)**

Pursuant to the Interim Order, registered Thompson Creek shareholders have been granted the right to dissent in respect of the Arrangement Resolution. If the Arrangement becomes effective, a registered Thompson Creek shareholder who dissents in respect of the Arrangement Resolution is entitled to be paid the fair value of such dissenting Thompson Creek shareholder's common shares in accordance with the provisions of Section 238 of the BCBCA as modified by the Plan of Arrangement and Interim Order, provided that such shareholder has delivered a written notice of dissent to the Arrangement Resolution to Thompson Creek, c/o Cassels Brock & Blackwell LLP, Suite 2100, Scotia Plaza, 40 King Street West, Toronto, Ontario, Canada M5H 3C2, Attention: Paul M. Stein, no later than 5:00 p.m., Eastern time, on [ • ], 2016 (or, if the Special Meeting is adjourned or postponed, 5:00 p.m., Eastern time, on the day that is two business days before the time of the postponed or adjourned Special Meeting) and has otherwise complied strictly with the dissent procedures described

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in the accompanying proxy statement, including the relevant provisions of Division 2 of Part 8 of the BCBCA as modified by the Plan of Arrangement and the Interim Order. Beneficial owners of Thompson Creek common shares that are registered in the name of a broker, bank, custodian, nominee or other intermediary who wish to dissent should be aware that only registered owners of Thompson Creek common shares are entitled to dissent. A dissenting holder of Thompson Creek common shares may only dissent with respect to all Thompson Creek common shares held on behalf of any one beneficial owner and registered in the name of such dissenting Thompson Creek shareholder. Accordingly, a non-registered holder of Thompson Creek common shares who desires to exercise the right of dissent must make arrangements for the Thompson Creek common shares beneficially owned by such holder to be registered in the holder's name prior to the time the written notice of dissent to the Arrangement Resolution is required to be received by Thompson Creek or, alternatively, make arrangements for the registered holder of such Thompson Creek common shares to dissent on the holder's behalf. It is recommended that you seek independent legal advice if you wish to exercise your right of dissent. **Failure to strictly comply with the relevant provisions of Division 2 of Part 8 of the BCBCA as modified by the Plan of Arrangement and the Interim Order may result in the loss of any right to dissent.**

**Completion of the Arrangement is Subject to Certain Conditions (see page 99)**

The obligation of each of Centerra and Thompson Creek to complete the Arrangement is subject to the satisfaction (or, to the extent permitted by applicable law, waiver) of a number of conditions, including the following:

the Arrangement Resolution will have been approved by the shareholders of Thompson Creek at the Special Meeting in accordance with the Interim Order and applicable laws;

each of the Interim Order and the Final Order having been granted by the Court in form and substance satisfactory to Centerra and Thompson Creek;

the necessary conditional approvals or equivalent approvals, as the case may be, of the TSX, will have been obtained;

the consideration to be issued pursuant to the Arrangement shall be exempt from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereof and the registration and qualification requirements of all applicable United States securities laws, and the consideration shall not be subject to resale restrictions in the United States under the U.S. Securities Act;

Key Regulatory Approvals (as defined herein) will have been obtained and be in full force and effect and not modified;

the records and information provided to the registrar under Subsection 292(a) of the BCBCA, together with a copy of the entered Final Order to be sent to the registrar in accordance with the Arrangement Agreement and the BCBCA are satisfactory to Thompson Creek and Centerra; and

the Arrangement Agreement shall not have been terminated.

The obligations of Centerra to complete the Arrangement are also subject to the satisfaction (or, to the extent permitted by applicable law, waiver) of the following conditions:

Thompson Creek shall have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement, except where the failure to comply with such covenants, individually or in the aggregate, would not materially impede completion of the Arrangement and the transactions contemplated by the Arrangement Agreement;

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the representations and warranties of Thompson Creek shall be true and correct, subject to certain exceptions as set forth in the Arrangement Agreement;

other than a Kyrgyz Republic Matter, no law will have been enacted, issued, promulgated, enforced, made, entered, issued or applied and no proceeding will otherwise have been taken, or be pending or threatened under any laws or by any governmental authority (whether temporary, preliminary or permanent) that:

    makes the Arrangement illegal or otherwise directly or indirectly cease trades, enjoins, restrains or otherwise prohibits completion of the Arrangement or the payment of the Arrangement Consideration or amounts required to redeem, or otherwise satisfy and discharge, the Notes;

    prohibits, restricts or imposes terms or conditions beyond those terms and conditions which Centerra is required to accept pursuant to the covenants in the Arrangement Agreement with respect to pursuing regulatory approvals on the Arrangement, or the ownership or operation by Centerra of the business or assets of Centerra, their affiliates and related entities, Thompson Creek or any of Thompson Creek's subsidiaries and related entities, or compels Centerra to dispose of or hold separate any of the business or assets of Centerra, their affiliates and related entities, Thompson Creek or any of Thompson Creek's subsidiaries and related entities as a result of the Arrangement; or

    prevents or materially delays the consummation of the Arrangement, or if the Arrangement were to be consummated, have a Thompson Creek Material Adverse Effect (as defined herein);

there shall not have occurred a Thompson Creek Material Adverse Effect or any event, occurrence, circumstance or development that could reasonably be expected to have a Thompson Creek Material Adverse Effect;

Thompson Creek shareholders shall not have exercised dissent rights, or have instituted proceedings to exercise dissent rights, in connection with the Arrangement (other than Thompson Creek shareholders representing not more than 5% of the Thompson Creek common shares then outstanding); and

Centerra will have received a certificate from senior officers of Thompson Creek certifying certain of the foregoing conditions.

The obligation of Thompson Creek to complete the Arrangement is also subject to the satisfaction (or, to the extent permitted by applicable law, waiver) of the following conditions:

Centerra shall have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the date of the Arrangement Agreement;

the representations and warranties of Centerra shall be true and correct, subject to certain exceptions as set forth in the Arrangement Agreement;

other than a Kyrgyz Republic Matter, no law will have been enacted, issued, promulgated, enforced, made, entered, issued or applied and no proceeding will otherwise have been taken, or are pending or threatened under any laws or by any governmental authority (whether temporary, preliminary or permanent) that makes the Arrangement illegal or otherwise directly or indirectly cease trades, enjoins, restrains or otherwise prohibits completion of the Arrangement;



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Centerra shall have complied with its obligations to deposit the Arrangement Consideration and the cash amount required to redeem, or otherwise satisfy and discharge, the Notes and the

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depository and trustees for each class of Notes shall have confirmed receipt of the Arrangement Consideration and such cash amount;

there shall not have occurred a Centerra Material Adverse Effect or any event, occurrence, circumstance or development that could reasonably be expected to have a Centerra Material Adverse Effect; and

Thompson Creek will have received a certificate from senior officers of Centerra certifying certain of the foregoing conditions.

Centerra and Thompson Creek cannot be certain and can give no assurance when, or if, the conditions to the Arrangement will be satisfied or waived, or that the Arrangement will be completed.

**No Solicitation by Thompson Creek (see page 100)**

Under the terms of the Arrangement Agreement, neither Thompson Creek nor any of its subsidiaries will, directly or indirectly: (i)(a) make, initiate, solicit or encourage (including by way of furnishing or affording access to information or any site visit), or otherwise take any other action that facilitates, directly or indirectly, any inquiry, proposal or offer that constitutes, or that could reasonably be expected to lead to, an Acquisition Proposal (as defined herein); (b) enter into or otherwise engage or participate in any discussions or negotiations with, furnish information to, or otherwise co-operate in any way with, any person (other than Centerra and its subsidiaries) regarding an Acquisition Proposal or any inquiry, proposal or offer that could reasonably be expected to lead to an Acquisition Proposal; (c) take no position or remain neutral with respect to, or agree to, accept, approve, endorse or recommend, or propose publicly to agree to accept, approve, endorse or recommend any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal for a period exceeding five business days after such Acquisition Proposal has been publicly announced shall be deemed to constitute a violation of the Non-Solicitation Covenants (as defined herein)), provided the Thompson Creek Board has rejected such Acquisition Proposal and affirmed its recommendation to all Thompson Creek shareholders that they vote in favor of the Arrangement Resolution before the end of such five business day period (or in the event that the Special Meeting is scheduled to occur within such five business day period, prior to the third business day prior to the date of the Special Meeting); (d) make or propose publicly to make a Change of Recommendation; (e) accept, enter into, or propose publicly to accept or enter into, any agreement, understanding or arrangement effecting or related to any Acquisition Proposal or potential Acquisition Proposal (other than a confidentiality permitted by and in accordance with the Non-Solicitation Covenants); or (f) make any public announcement or take any other action inconsistent with the approval, recommendation or declaration of advisability of the Thompson Creek Board of the transactions contemplated by the Arrangement Agreement.

Notwithstanding anything to the contrary contained in the Arrangement Agreement, in the event that Thompson Creek receives a bona fide written acquisition proposal from any person after the date of the Arrangement Agreement and prior to the Special Meeting that did not otherwise result from a breach of the non-solicitation provisions of the Arrangement Agreement, and subject to Thompson Creek's compliance with the non-solicitation provisions of the Arrangement Agreement, Thompson Creek and its representatives may (i) contact such person solely to clarify the terms and conditions of such Acquisition Proposal, (ii) furnish information with respect to it to such person pursuant to an acceptable confidentiality agreement, and (iii) participate in discussions or negotiations regarding such Acquisition Proposal, if and only if: (a) prior to taking any action described in clauses (ii) or (iii) above, the Thompson Creek Board determines, in good faith, after consultation with its financial advisors and outside legal counsel, that such Acquisition Proposal is or could reasonably be expected to result in a Superior Proposal (as defined in the Arrangement Agreement); (b) such person was not restricted from making such Acquisition Proposal pursuant to an existing confidentiality agreement,

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standstill, use, business purpose or similar restriction with Thompson Creek or any of its subsidiaries or representatives; (c) Thompson Creek has been, and continues to be, in compliance with its obligations under the non-solicitation provisions of the Arrangement Agreement; and (d) prior to or concurrently with providing any such copies, access, or disclosure, (A) Thompson Creek enters into and provides a copy of a confidentiality agreement to Centerra promptly (and in any event within 24 hours thereafter) upon its execution and (B) Thompson Creek contemporaneously provides to Centerra any non-public information concerning Thompson Creek that is provided to such person which was not previously provided to Centerra or its representatives.

These restrictions in the Arrangement Agreement were the result of negotiations between Thompson Creek and Centerra, and the Thompson Creek Board determined that these restrictions sought by Centerra were reasonable and acceptable in light of the overall terms of the Arrangement Agreement, including the economic and other terms being offered by Centerra, and the fact that these restrictions would not unduly impede the ability of a third party to make a superior bid to acquire Thompson Creek if that third party were interested in and capable of doing so. See "The Arrangement Background to the Arrangement" and "The Arrangement Agreement Covenants of Thompson Creek Regarding Non-Solicitation" beginning on pages 56 and 100, respectively, of this proxy statement.

**Termination of the Arrangement Agreement (see page 107)**

The Arrangement Agreement may be terminated at any time before the completion of the Arrangement by mutual written consent of Centerra and Thompson Creek. The Arrangement Agreement may also be terminated prior to the completion of the Arrangement by either Centerra or Thompson Creek if:

the time at which all of the conditions to completion of the Arrangement Agreement does not occur on or before October 31, 2016 (subject to extension by up to 30 days in certain circumstances as set forth in the Arrangement Agreement), except that the right to terminate the Arrangement Agreement shall not be available to any party whose failure to fulfil any of its covenants or obligations or breach of any of its representations and warranties under the Arrangement Agreement has been a principal cause of, or resulted in, such failure;

if the Special Meeting is held and the Arrangement Resolution is not approved by the Thompson Creek shareholders in accordance with applicable laws and the Interim Order;

if any law is enacted, made, enforced or amended, as applicable, that makes the completion of the Arrangement or the transactions contemplated by the Arrangement Agreement illegal or otherwise prohibited, and such law has become final and non-appealable, except that the right to terminate the Arrangement Agreement shall not be available to any party unless such party has used its commercially reasonable efforts to, as applicable, appeal or overturn such law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement; or

either the Centerra Equity Financing is terminated or escrowed proceeds are returned to investors or the Centerra Debt Financing is terminated.

The Arrangement Agreement may also be terminated prior to the completion of the arrangement by Centerra if:

either (A) a Change of Recommendation, (B) Thompson Creek and/or the Thompson Creek Board, or any committee thereof, accepts, approves, endorses or recommends any Acquisition Proposal, (C) Thompson Creek enters into an Acquisition Agreement in respect of any Acquisition Proposal (other than an Acceptable Confidentiality Agreement permitted by the Non-Solicitation Covenants), or (D) Thompson Creek or the Thompson Creek Board publicly proposes or announces its intention to do any of the foregoing;

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Thompson Creek intentionally and materially breaches the non-solicitation provisions in the Arrangement Agreement or Centerra's right to match;

subject to compliance with the Arrangement Agreement, Thompson Creek breaches any of its representations, warranties, covenants or agreements contained in the Arrangement Agreement, which breach would cause any of the conditions set forth in "*Mutual Conditions*" or in "*Additional Conditions Precedent to the Obligations of Centerra*" not to be satisfied, and such breach is incapable of being cured or is not cured in accordance with the terms of the Arrangement Agreement, provided, however, that Centerra is not then in breach of the Arrangement Agreement so as to cause any of the conditions set forth in "*Mutual Conditions*" or "*Additional Conditions Precedent to the Obligations of Thompson Creek*" not to be satisfied; or

a Thompson Creek Material Adverse Effect or any event, occurrence, circumstance or development that could reasonably be expected to be a Thompson Creek Material Adverse Effect has occurred and is continuing.

The Arrangement Agreement may also be terminated prior to the completion of the Arrangement by Thompson Creek if:

at any time prior to the approval of the Arrangement Resolution, the Thompson Creek Board approves, and authorizes Thompson Creek to enter into a definitive agreement providing for the implementation of a superior proposal prior to the approval of the Arrangement Resolution, subject to Thompson Creek complying with the Non-Solicitation Covenants and paying the termination fee;

at any time prior to the Effective Time, subject to compliance with the terms of the Arrangement Agreement, if Centerra breaches any of its representations, warranties, covenants or agreements contained in the Arrangement Agreement, which breach would cause any of the conditions set forth in "*Mutual Conditions*" or "*Additional Conditions Precedent to the Obligations of Thompson Creek*" not to be satisfied, and such breach is incapable of being cured or is not cured in accordance with the terms of the Arrangement Agreement, provided, however, that Thompson Creek is not then in breach of the Arrangement Agreement so as to cause any of the conditions set forth in "*Mutual Conditions*" or "*Additional Conditions Precedent to the Obligations of Centerra*" not to be satisfied; or

a Centerra Material Adverse Effect or any event, occurrence, circumstance or development that could reasonably be expected to be a Centerra Material Adverse Effect has occurred and is continuing.

**Termination Fee Payable by Thompson Creek (see page 109)**

Thompson Creek has agreed to pay a fee of \$35 million to Centerra if the Arrangement Agreement is terminated under any of the following circumstances:

the Arrangement Agreement shall have been terminated by Centerra or Thompson Creek due to the Arrangement Resolution not being approved by Thompson Creek shareholders or the Arrangement not being completed by October 31, 2016, and (a) prior to such termination, an Acquisition Proposal is made or publicly announced or otherwise publicly disclosed by any person (other than Centerra or any of its affiliates) or any person (other than Centerra or any of its affiliates) shall have publicly announced an intention to make an Acquisition Proposal; and (b) within 365 days following the date of such termination: (A) an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to above) is consummated or effected; or (B) Thompson Creek or one or more of its subsidiaries, directly or indirectly, in one or more transactions, enters into a contract in respect of an Acquisition

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Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to above) and such Acquisition Proposal is subsequently consummated at any time thereafter;

the Arrangement Agreement shall have been terminated by Centerra pursuant to a Change of Recommendation;

the Arrangement Agreement shall have been terminated by Centerra pursuant to a breach of the Non-Solicitation Covenants;  
or

the Arrangement Agreement shall have been terminated by Thompson Creek due to a Superior Proposal.

The Thompson Creek board of directors, after consultation with Thompson Creek's legal and financial advisors, believed that, among other things, the termination fee payable by Thompson Creek in such circumstances, as a percentage of the enterprise value of the transaction, was reasonable and would not unduly impede the ability of a third party to make a superior bid to acquire Thompson Creek if such third party were interested in doing so, and was at a level consistent with the fees payable in comparable acquisition transactions. See "The Arrangement Recommendation of the Thompson Creek Board of Directors" and "The Arrangement Reasons for the Arrangement" beginning on page 65 of this proxy statement.

### **Material U.S. Federal Income Tax Considerations (see page 116)**

The exchange of Thompson Creek common shares for Centerra common shares pursuant to the Arrangement is intended to qualify, for U.S. federal income tax purposes, as a tax-free "reorganization" within the meaning of Section 368(a)(1)(B) of the U.S. Tax Code. Neither Thompson Creek nor Centerra has requested, or intends to request a ruling from the IRS or an opinion of counsel with respect to whether the Arrangement will qualify as a reorganization. Accordingly, U.S. Holders, as defined under "Material U.S. Federal Income Tax Considerations" beginning on page 116 of this proxy statement, are urged to consult their tax advisors as to whether the Arrangement will qualify as a reorganization on the effective date.

*U.S. Holders.* Subject to the "passive foreign investment company" rules (as described further herein), if the Arrangement qualifies as a reorganization, no gain or loss will be recognized by U.S. Holders (as defined under "Material U.S. Federal Income Tax Considerations" beginning on page 116 of this proxy statement) as a result of the receipt of Centerra common shares at the effective time in exchange for Thompson Creek common shares pursuant to the Arrangement. If, however, the Arrangement fails to qualify as a reorganization, the Arrangement will be treated, for U.S. federal income tax purposes as a taxable sale by U.S. Holders of their Thompson Creek common shares in exchange for Centerra common shares. As a result, subject to the "passive foreign investment company" rules (as described further herein), U.S. Holders generally will recognize capital gain or loss in an amount equal to the difference, if any, between the fair market value of the Centerra common shares received in the Arrangement and the adjusted tax basis of Thompson Creek common shares exchanged for those shares.

*Non-U.S. Holders.* Non-U.S. Holders (as defined under "Material U.S. Federal Income Tax Considerations" beginning on page 116 of this proxy statement) generally should not be subject to U.S. federal income tax in respect of the receipt of Centerra common shares at the effective time in exchange for Thompson Creek common shares pursuant to the Arrangement. However, Non-U.S. Holders may be subject to tax consequences in other jurisdictions. Canadian resident shareholders should review "Material Canadian Federal Income Tax Considerations" beginning on page 121 of this proxy statement.

This summary does not discuss all aspects of U.S. federal income taxation which may be important to particular Thompson Creek shareholders in light of their individual circumstances. Accordingly,

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Thompson Creek shareholders are urged to consult their tax advisors regarding the tax consequences of the arrangement to their particular circumstances. See "Material U.S. Federal Income Tax Considerations" beginning on page 116 of this proxy statement.

**Material Canadian Federal Income Tax Considerations (see page 121)**

A Canadian resident holder that disposes of Thompson Creek common shares in exchange for Centerra common shares pursuant to the Arrangement will be deemed to have disposed of the Thompson Creek common shares for proceeds of disposition equal to the holder's adjusted cost base of the Thompson Creek common shares immediately before the exchange and will be deemed to acquire the Centerra common shares at a cost equal to such adjusted cost base, resulting in the deferral of any accrued capital gain on the Thompson Creek common shares. This deferral will not apply where the holder has, in the holder's income tax return for the year in which the exchange occurs, included in computing income any portion of the capital gain (or capital loss) arising on the exchange otherwise determined.

If a holder elects to include in income for the year the exchange occurs any portion of the gain (or loss) otherwise arising, such capital gain (or capital loss) will be equal to the amount by which the fair market value of the Centerra common shares received on the exchange of Thompson Creek common shares (determined at the time of the exchange) exceeds (or is less than) the aggregate of the adjusted cost base to the holder of such Thompson Creek common shares, determined immediately before the exchange, and any reasonable costs of disposition.

A non-resident holder who disposes or is deemed to dispose of Thompson Creek common shares in exchange for Centerra common shares pursuant to the Arrangement will generally be deemed to have disposed of the Thompson Creek common shares for proceeds of disposition equal to the non-resident holder's adjusted cost base of the Thompson Creek common shares immediately before the exchange. See "Material Canadian Federal Income Tax Considerations" below.

**Accounting Treatment**

The Arrangement will be accounted for by Centerra in accordance with IFRS 3: Business Combinations, which requires determination of the acquirer, the acquisition date, the fair value of assets acquired and liabilities assumed and the measurement of goodwill, if any. Centerra has been deemed to be the acquirer, owing to the fact that post-transaction, Centerra will control the board of directors, a majority of senior management posts, and has overall control of the day-to-day activities of the combined entities. Following completion of the Arrangement, former Thompson Creek shareholders will hold approximately 8% of the then outstanding Centerra common shares (on a fully-diluted in-the-money basis, assuming the issuance by Centerra of 26,599,500 Centerra common shares following the conversion or exchange of the subscription receipts issued by Centerra pursuant to the Centerra Equity Financing).

**Rights of Thompson Creek Shareholders Will Change as a Result of the Arrangement (see page 250)**

Thompson Creek shareholders will have different rights once they become Centerra shareholders due to differences between the federal and provincial corporate laws applicable to, and the organizational documents of, Centerra and Thompson Creek. These differences are described in more detail under "Comparison of Shareholder Rights" beginning on page 250 of this proxy statement.

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**RISK FACTORS**

*In addition to the other information contained in or incorporated by reference into this proxy statement, including the matters addressed in "Cautionary Note Regarding Forward-Looking Statements," you should carefully consider the following risk factors in determining whether to vote for the approval of the Arrangement Resolution and the arrangement-related compensation proposal. You should also read and consider the risk factors associated with each of the businesses of Centerra and Thompson Creek because these risk factors may affect the operations and financial results of Centerra following the Arrangement. The risk factors of Thompson Creek may be found under Part I, Item 1A, "Risk Factors" in Thompson Creek's Annual Report on Form 10-K for the year ended December 31, 2015 and Part II, Item 1A, "Risk Factors" in Thompson Creek's Quarterly Report on Form 10-Q for the quarter ended June 30, 2016, which are incorporated by reference into this proxy statement. The risk factors of Centerra are set forth below under " Risks Related to Centerra."*

**Risks Related to the Arrangement**

*The Exchange Ratio is fixed and will not be adjusted in the event of any change in either Centerra's or Thompson Creek's share price.*

Upon completion of the Arrangement, each Thompson Creek common share will be transferred to Centerra in exchange for 0.0988 of a Centerra common share. This Exchange Ratio is fixed in the Arrangement Agreement and will not be adjusted to reflect changes in the market price of either Centerra common shares or Thompson Creek common shares before the Arrangement is completed. Changes in the price of Centerra common shares prior to the completion of the Arrangement will affect the market value that Thompson Creek shareholders will receive on the date of the Arrangement. Stock price changes may result from a variety of factors (many of which are beyond Centerra's and Thompson Creek's control), including, but not limited to, the following:

changes in general economic, industry, market and competitive conditions;

domestic and international political or economic factors unrelated to either company's performance;

changes in Centerra's and Thompson Creek's respective businesses, operations and prospects;

changes in the prices of copper, gold, molybdenum or other commodities;

changes in foreign exchange rates in countries where Centerra's and Thompson Creek's mines and properties are located;

changes in market assessments of the business, operations and prospects of either company;

investor behavior and strategies, including market assessments of the likelihood that the Arrangement will be completed, including related considerations regarding court approval and regulatory clearance of the Arrangement; and

federal, state and local legislation, governmental regulation and legal developments in the businesses in which Centerra and Thompson Creek operate.

The price of Centerra common shares at the completion of the Arrangement will likely vary from its price on the date the Arrangement Agreement was executed, on the date of this proxy statement and on the date of the Special Meeting. As a result, the market value represented by the Exchange Ratio will likely also vary. For example, based on the range of closing prices of Centerra common shares during the period from July 4, 2016, the last trading day before public announcement of the Arrangement through [ • ], 2016, the latest practicable date before the date of this proxy statement, the Exchange Ratio represented a market value ranging from a low of C\$[ • ] to a high of C\$[ • ] for each Thompson Creek common share.





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***The market price of Centerra common shares after the Arrangement may be affected by factors different from those currently affecting Thompson Creek common shares.***

Upon completion of the Arrangement, Thompson Creek shareholders will become holders of Centerra common shares. The businesses and markets of Centerra and the other businesses it may acquire in the future may be different from those of Thompson Creek. There is a risk that various factors, conditions and developments that would not affect the price of Thompson Creek common shares could negatively affect the price of Centerra common shares. For example, owning Centerra common shares will expose Thompson Creek shareholders to greater risk from foreign operations. For further information on the businesses of Centerra and certain factors to consider in connection with its business, see "Risks Related to Centerra" below and the documents referred to under "Where You Can Find Additional Information."

***Centerra and Thompson Creek may be unable to obtain the Court approval required to complete the Arrangement or, in order to do so, Centerra and Thompson Creek may be required to comply with material restrictions or conditions that may negatively affect the combined company after the Arrangement is completed or cause them to abandon the Arrangement. Failure to complete the Arrangement could negatively affect the future business and financial results of Centerra and Thompson Creek.***

Completion of the Arrangement is contingent upon, among other things, the receipt of the required court approval under Division 5 of Part 9 of the BCBCA. Centerra and Thompson Creek can provide no assurance that the required court approval will be obtained or that the approval will not contain terms, conditions or restrictions that would be detrimental to the combined company after completion of the Arrangement. See "The Arrangement Court Approval of the Arrangement."

***After completion of the Arrangement, Centerra may fail to realize the anticipated benefits of the Arrangement, which could adversely affect the value of Centerra common shares, its business and results of operations.***

The success of the transaction will depend, in part, on Centerra's ability to integrate effectively the businesses of Centerra and Thompson Creek and realize the anticipated benefits from such combination. There is a risk that some or all of the expected benefits of the Arrangement may fail to materialize, or may not occur within the time periods anticipated by Centerra. The realization of such benefits may be affected by a number of factors, many of which may be beyond the control of Centerra.

In addition, the combined company will be required to devote significant management attention and resources to integrating its business practices and support functions. The diversion of management's attention and any delays or difficulties encountered in connection with the Arrangement and the integration of the two companies' operations could have an adverse effect on the business, financial results, financial condition or share price of Centerra following the Arrangement. The integration process may also result in greater than anticipated or unforeseen expenses.

Completion of the Arrangement may take longer than, and could cost more than, Centerra and Thompson Creek expect. Any delay in completing or any additional conditions imposed in order to complete the Arrangement may materially adversely affect the synergies and other benefits that Centerra and Thompson Creek expect to achieve from the Arrangement and the integration of their respective businesses. Failure to realize all of the anticipated benefits of the Arrangement may impact the financial performance of Centerra and the price of the Centerra common shares.

***The announcement and pendency of the Arrangement could adversely affect Thompson Creek's business, results of operations and financial condition.***

The announcement and pendency of the Arrangement could cause disruptions in and create uncertainty surrounding Thompson Creek's business, including affecting Thompson Creek's

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relationships with its existing and future customers, suppliers and employees, which could have an adverse effect on Thompson Creek's business, results of operations and financial condition, regardless of whether the Arrangement is completed. In particular, Thompson Creek could potentially lose important personnel as a result of the departure of employees who decide to pursue other opportunities in light of the Arrangement. In addition, Thompson Creek has expended, and continues to expend, significant management resources in an effort to complete the Arrangement, which are being diverted from Thompson Creek's day-to-day operations.

In addition, parties with which Thompson Creek does business may experience uncertainty associated with the Arrangement, including with respect to current or future business relationships. These disruptions could have an adverse effect on the business, financial condition, results of operations or prospects of Thompson Creek. The adverse effect of such disruptions could be exacerbated by a delay in the completion of the Arrangement or termination of the Arrangement Agreement.

If the Arrangement is not completed, Thompson Creek's share price will likely fall to the extent that the current market price of Thompson Creek common shares reflects an assumption that a transaction will be completed. Further, failure to complete the Arrangement may result in negative publicity and/or a negative impression of Thompson Creek in the investment community and may affect its relationship with employees, customers, lenders and other partners in the business and financial community.

In addition, at the end of 2016, Thompson Creek's 2017 Notes will be designated as current debt. If the Arrangement is not successfully consummated, and Thompson Creek is otherwise unable to refinance/restructure the 2017 Notes, in either case, by the end of 2016, Thompson Creek will be unable to continue as a going concern. If Thompson Creek is unable to continue as a going concern, it may be forced to seek bankruptcy protection against its debt obligations, and Thompson Creek securityholders could lose their entire investment in the company.

***There is no assurance when or if the Arrangement will be completed.***

The completion of the Arrangement is subject to the satisfaction or waiver of a number of conditions as set forth in the Arrangement Agreement, including, among others (i) approval by Thompson Creek shareholders of the Arrangement, (ii) obtaining certain regulatory and governmental approvals, and (iii) the absence of legal restraints prohibiting the completion of the Arrangement. There can be no assurance as to when these conditions will be satisfied or waived, if at all, or that other events will not intervene to delay or result in the failure to close the Arrangement. In addition, Centerra has the ability to terminate the Arrangement Agreement if the Centerra Equity Financing or the Centerra Debt Financing is terminated for any reason. The Centerra Equity Financing closed on July 20, 2016 and the net proceeds of the Centerra Equity Financing are held in escrow subject to the closing of the Arrangement. Although the Centerra Debt Financing is committed, Thompson Creek can provide no assurance that it will not be terminated and such termination is outside of Thompson Creek's control.

***The Arrangement Agreement limits Thompson Creek's ability to pursue alternatives to the Arrangement, including if the Arrangement is not completed.***

The Arrangement Agreement contains provisions that may make it more difficult for Thompson Creek to sell its business to a party other than Centerra or pursue other strategic alternatives, including refinancing of its debt. These provisions include a general prohibition on Thompson Creek soliciting any acquisition proposal or offer for a competing transaction and the requirement that Thompson Creek pay a termination fee if the Arrangement Agreement is terminated in specified circumstances. The Thompson Creek Board is also limited in its ability to change its recommendation with respect to

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the arrangement-related proposals. See "The Arrangement Agreement Covenants of Thompson Creek Regarding Non-Solicitation" and "The Arrangement Agreement Termination Fee."

While Thompson Creek believes these provisions are reasonable and not preclusive of other offers, these provisions could discourage a third party that may have an interest in acquiring all or a significant part of Thompson Creek from considering or proposing such an acquisition, even if such third party were prepared to pay consideration with a higher per share cash or market value than the consideration proposed to be received or realized in the Arrangement, or might result in a potential acquirer proposing to pay a lower price than it would otherwise have proposed to pay because of the added expense of the termination fee that may become payable. In addition, these provisions may prevent or delay Thompson Creek from having adequate time and ability to refinance its current debt in order to avoid liquidity problems and continue as going concern, which will be necessary if the Arrangement is terminated.

***Thompson Creek may have difficulty motivating and retaining executives and other key employees in light of the Arrangement.***

Uncertainty about the effect of the Arrangement on Thompson Creek employees may have an adverse effect on Thompson Creek and consequently Centerra following the Arrangement. This uncertainty may impair Thompson Creek's ability to retain and motivate key personnel until the Arrangement is completed. Employee retention may be particularly challenging during the pendency of the Arrangement, as employees may experience uncertainty about their future roles with Centerra. If key employees of Thompson Creek depart because of issues relating to the uncertainty and difficulty of integration or a desire not to become employees of Centerra, Centerra's ability to realize the anticipated benefits of the Arrangement could be reduced.

***Centerra and Thompson Creek will incur substantial transaction fees and costs in connection with the Arrangement.***

Centerra and Thompson Creek expect to incur significant expenses in connection with the Arrangement. Additional unanticipated costs may be incurred, including, without limitation, unexpected transaction costs and other expenses in the course of the integration of the businesses of Centerra and Thompson Creek. The companies cannot be certain that the elimination of duplicative costs or the realization of other efficiencies related to the integration of the two businesses will offset the transaction and integration costs in the near term, or at all.

***Certain of Thompson Creek's executive officers and directors have interests in the Arrangement that are different from your interests as a shareholder of Thompson Creek.***

The Special Committee and the Thompson Creek Board approved the Arrangement Agreement and the Arrangement, and determined that the Arrangement is fair to Thompson Creek shareholders and in the best interests of Thompson Creek. In considering these facts and the other information contained in this proxy statement, you should be aware that the executive officers and directors of Thompson Creek may have financial interests in the Arrangement that are different from, or in addition to, the interests of Thompson Creek's shareholders.

The directors and executive officers of Thompson Creek hold equity awards that will accelerate and vest by reason of the Arrangement. In addition, certain officers of Thompson Creek are entitled to certain severance and other payments as a result of the transactions contemplated by the Arrangement. These interests may cause certain of Thompson Creek's directors and officers to view the Arrangement more favorably than other Thompson Creek shareholders. See "Interests of Directors and Executive Officers in the Arrangement."

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***If the Arrangement does not qualify as a "reorganization" within the meaning of Section 368(a) of the U.S. Tax Code, some shareholders of Thompson Creek may be required to pay substantial U.S. federal income taxes.***

Although Centerra and Thompson Creek intend that the Arrangement qualify as a "reorganization" within the meaning of Section 368(a) of the U.S. Tax Code, it is possible that the IRS may assert that the Arrangement fails to qualify as such. If the IRS were to be successful in any such contention, or if for any other reason the Arrangement were to fail to qualify as a "reorganization," each U.S. holder of Thompson Creek common shares would recognize a gain or loss with respect to all such U.S. holder's Thompson Creek common shares based on the difference between (i) that U.S. holder's tax basis in such shares and (ii) the fair market value of the Centerra common shares received. See "Material U.S. Federal Income Tax Considerations."

***Under the Income Tax Act (Canada) (the "Tax Act"), shareholders of Thompson Creek will generally be able to exchange their Thompson Creek common shares for Centerra common shares pursuant to the Arrangement on a tax-deferred basis.***

A Canadian resident holder that disposes of Thompson Creek common shares in exchange for Centerra common shares pursuant to the Arrangement will be deemed to have disposed of the Thompson Creek common shares for proceeds of disposition equal to the holder's adjusted cost base of the Thompson Creek common shares immediately before the exchange and will be deemed to acquire the Centerra common shares at a cost equal to such adjusted cost base, resulting in the deferral of any accrued capital gain on the Thompson Creek common shares. This deferral will not apply where the holder has, in the holder's income tax return for the year in which the exchange occurs, included in computing income any portion of the capital gain (or capital loss) arising on the exchange otherwise determined.

If a holder elects to include in income for the year the exchange occurs any portion of the gain (or loss) otherwise arising, such capital gain (or capital loss) will be equal to the amount by which the fair market value of the Centerra common shares received on the exchange of the Thompson Creek common shares (determined at the time of the exchange) exceeds (or is less than) the aggregate of the adjusted cost base to the holder of such Thompson Creek common shares, determined immediately before the exchange, and any reasonable costs of disposition.

A non-resident holder who disposes or is deemed to dispose of Thompson Creek common shares in exchange for Centerra common shares pursuant to the Arrangement will generally be deemed to have disposed of the Thompson Creek common shares for proceeds of disposition equal to the non-resident holder's adjusted cost base of the Thompson Creek common shares immediately before the exchange. See "Material Canadian Federal Income Tax Considerations."

***Thompson Creek shareholders will have a significantly reduced ownership and voting interest after the Arrangement and will have less voting power in the combined company.***

Immediately after the completion of the Arrangement, it is expected that former Thompson Creek shareholders, who collectively own 100% of Thompson Creek, will own approximately 8% of Centerra. As a result of the reduced ownership percentage, former Thompson Creek shareholders will have less voting power in Centerra following the Arrangement than they now have with respect to Thompson Creek.

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***The pro forma combined financial information included in this proxy statement is presented for illustrative purposes only and may not be an indication of the combined company's financial condition or results of operations following the Arrangement.***

The pro forma combined financial information contained in this proxy statement and prepared by Centerra is presented for illustrative purposes only, is based on various adjustments, assumptions and preliminary estimates and may not be an indication of the combined company's financial condition or results of operations following the Arrangement. See "Unaudited Pro Forma Combined Financial Information." The actual financial condition and results of operations of the combined company following the Arrangement may not be consistent with, or evident from, these pro forma financial statements. In addition, the assumptions used in preparing the pro forma financial information may not prove to be accurate, and other factors may affect the combined company's financial condition or results of operations following the arrangement. Any potential decline in the combined company's financial condition or results of operations may cause significant variations in the share price of the combined company.

***The Centerra common shares to be received by Thompson Creek shareholders upon the completion of the Arrangement will have different rights from the Thompson Creek common shares.***

Upon completion of the Arrangement, Thompson Creek shareholders will no longer be shareholders of Thompson Creek, a British Columbia corporation, but will instead become shareholders of Centerra, and their rights as shareholders will be governed by Centerra's governing corporate law statute, the CBCA, rather than the BCBCA. The CBCA and the terms of Centerra's articles and by-laws may be materially different than the BCBCA and the terms of Thompson Creek's notice of articles and articles of continuance, which currently govern the rights of Thompson Creek shareholders. See "Comparison of Shareholder Rights" for a discussion of the different rights associated with Centerra common shares.

### **Risks Related to Centerra**

Below are risk factors that can have a material effect on the profitability, future cash flow, earnings, results of operations, stated reserves and financial condition of Centerra. If any event arising from these risks occurs, Centerra's business, prospects, financial condition, results of operations or cash flows could be adversely affected, the trading price of Centerra common shares could decline and all or part of any investment may be lost. Additional risks and uncertainties not currently known to Centerra, or that are currently deemed immaterial, may also materially and adversely affect Centerra's business operations, prospects, financial condition, results of operations, or cash flows.

You should note that the following is not, however, a complete list of the potential risks Centerra faces. Additional risks and uncertainties not currently known to Centerra, or that are currently deemed immaterial, may also materially and adversely affect Centerra's business operations, prospects, financial condition, results of operations, or cash flows.

#### **Strategic Risks**

##### Country, Political & Regulatory

***Centerra's principal operations and mineral resources are subject to country risk.***

Centerra's mining operations and gold exploration activities are affected in varying degrees by political stability and government regulations relating to foreign investment, social unrest, corporate activity, and the mining business in the countries in which Centerra operates, explores and develops properties. Operations may also be affected in varying degrees by terrorism, military conflict or repression, crime, extreme fluctuations in currency rates and high inflation. The relevant governments

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have entered into contracts with Centerra or granted permits, licenses or concessions that enable Centerra to conduct operations or exploration and development activities. Notwithstanding these arrangements, Centerra's ability to conduct operations or exploration and development activities is subject to obtaining and/or renewing permits or concessions, changes in laws or government regulations or shifts in political attitudes beyond Centerra's control. As disclosed elsewhere in this document, Centerra has experienced, and continues to experience disputes with Kyrgyz regulatory authorities regarding land use rights, annual mine plan approvals and environmental permits.

All of Centerra's current gold production and Centerra's principal mineral reserves and resources are derived from assets located in the Kyrgyz Republic, Mongolia, and Turkey, countries that have experienced political difficulties in recent years including, in the case of the Kyrgyz Republic, civil unrest in April 2010 that resulted in the ouster of the incumbent President, in Mongolia, the resignation of the Prime Minister and Government in 2014 and a history of fractious governing coalitions comprised of many political parties, and in Turkey, a failed coup attempt in July 2016. There continues to be a risk of future political instability in these jurisdictions.

Centerra does not currently carry political risk insurance covering Centerra's investments in in any of the countries where it operates. From time to time, Centerra assesses the costs and benefits of obtaining and maintaining such insurance. There can be no assurance that, if Centerra chooses to obtain it, political risk insurance would be available to Centerra, or that particular losses Centerra may suffer with respect to its foreign investments will be covered by any insurance that it may obtain in the future. Any such losses could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition.

***Resource nationalism could adversely impact Centerra's business.***

Companies in the mining and metals sector continue to be targeted to raise government revenue, particularly as governments struggle with deficits and concerns over the effects of depressed economies. Governments are continually assessing the fiscal terms of the economic rent for mining companies to exploit resources in their countries. Numerous countries, including the Kyrgyz Republic and Mongolia, have in the past introduced changes to their respective mining regimes that reflect increased government control or participation in the mining sector, including, but not limited to, changes of laws or governmental regulations affecting foreign ownership, mandatory government participation, taxation and royalties, labour standards, mine safety, exchange rates, exchange controls, permitting and licensing of exploration, development and production, land use restrictions, annual fees to maintain mineral properties in good standing, price controls, export controls, export and import duties, restrictions on repatriation of income or return of capital, environmental protection, as well as requirements for employment of local staff or contractors, and contributions to infrastructure and social support systems. Centerra's operations may be affected in varying degrees by such laws and government regulations.

There can be no assurance that industries deemed of national or strategic importance like mineral production will not be nationalized. Government policy may change to discourage foreign investment; renationalization of mining industries may occur; or other government limitations, restrictions or requirements not currently foreseen may be implemented. There can be no assurance that Centerra's assets will not be subject to nationalization, expropriation or confiscation, whether legitimate or not, by any authority or body. While there are often provisions for compensation and reimbursement of losses to investors under such circumstances, there is no assurance that such provisions would effectively restore the value of Centerra's original investment or that such restoration would occur within a reasonable timeframe. There also can be no assurance that the laws in these countries protecting foreign investments will not be amended or abolished or that these existing laws will be enforced or interpreted to provide adequate protection against any or all of the risks described above. Furthermore, there can be no assurance that the agreements Centerra has with the governments of these countries

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will prove to be enforceable or provide adequate protection against any or all of the risks described above.

As discussed in Centerra's public disclosure, the Kumtor project has in recent years been threatened with proposed Parliamentary decrees which would have the effect of nationalization, including decrees which instructed the Kyrgyz Republic Government to take certain actions with respect to the Kumtor project, including, unilaterally terminating the project agreements governing the Kumtor project (the "Kumtor Project Agreements"), invalidating the legislation which provides for the tax regime set out in the Kumtor Project Agreements, confiscating land plots granting surface rights in relation to the Kumtor Project and authorizing measures to have Kumtor Operating Company, a wholly-owned subsidiary of Centerra, pay fines and other charges for purported violations of environmental, mining and geological and subsoil legislation. Many of these matters are still being argued before the Kyrgyz Republic courts on procedural matters and Centerra continues to challenge the actions of the Government whilst reserving its rights to, and commencing, international arbitration which is expressly provided in the Kumtor Project Agreements.

***Changes in, or more aggressive enforcement of, laws, regulations and government practices could adversely impact Centerra's business.***

Mining operations and exploration activities are subject to extensive laws and regulations, both in the countries where mining operations and exploration and development activities are conducted and in the mining company's home jurisdiction. These relate to production, development, exploration, exports, imports, taxes and royalties, labour standards, suppliers and contractors, occupational health, waste disposal, protection and remediation of the environment, mine decommissioning and reclamation, mine safety, toxic substances, transportation safety and emergency response, social responsibilities and sustainability, and other matters.

Compliance with these laws and regulations increases the costs of exploring, drilling, developing, constructing, operating and closing mines and other facilities. It is possible that the costs, delays, access to land, water, and power, and other effects associated with these laws and regulations may impact Centerra's decision as to whether to continue to operate existing mines, ore processing and other facilities or whether to proceed with exploration or development of properties. Since legal requirements change frequently, are subject to interpretation and may be enforced to varying degrees in practice, Centerra is unable to predict the ultimate cost of compliance with these requirements or their effect on operations.

If the laws and regulations relating to Centerra's operations were to change, or the enforcement of such laws and regulations were to become more rigorous, Centerra could be required to incur significant capital and operating expenditures to comply, which could have a material adverse effect on Centerra's financial position and Centerra's ability to achieve operating and development targets. Changes to laws and regulations may also impact the value of Centerra's reserves.

***Community activism may influence laws and regulations, result in increased contributory demands, or in business interruption.***

Slow economic development in the countries in which Centerra operates has resulted in an increase in community activism and expectations by local governments for resource companies to increase their contributions to local communities. Such activism and expectations have been intensified as a result of the commodity price boom during the 2008 to 2012 period which also increased the perception that resource companies have been taking an unfairly rich benefit from the countries' natural resources, while causing significant environmental damage. For example, the Kumtor Project has experienced a number of roadblocks in the past resulting from the discontent of various community groups. Similarly, in Mongolia, community groups and NGOs have vigorously campaigned against

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foreign mining companies. The Mongolian Forest and Water Law, for example, was a response to heightened civil concern about the environmental impact of mining enterprises. Heightened global concern for the environment and water in particular, as a result of both climate change impacts as well as following certain significant industrial accidents, has led to increased scrutiny of mining operations and a review of legislation aimed at environmental protection. There can be no assurance that Centerra's operations will not be disrupted by civil action or be subject to restrictions or imposed demands that will impact future cash flows, earnings, results of operation, financial condition and reputation.

***The Kyrgyz Government and Parliament may take actions with respect to the Kumtor Project prior to or following the consummation of the Arrangement.***

A State Commission was formed by the Kyrgyz Government in July 2012 for the purpose of reviewing the report of a Parliamentary Commission on the Kumtor Project which was issued in June 2012 and which made a number of assertions regarding the operation of the Kumtor Project, including non-compliance with Kyrgyz environmental and other laws. The State Commission was also given the responsibility of inspecting and reviewing the Kumtor Project's compliance with Kyrgyz operational and environmental laws and community standards.

The State Commission issued its own report in late December 2012, defined below as the State Commission Report. The State Commission Report included numerous allegations in regards to prior transactions relating to the Kumtor Project and its management. Reference is made to Centerra's annual information form for the year ended December 31, 2012 which provides a detailed description of the State Commission Report findings.

As recommended by the State Commission Report, the Kyrgyz Government formed a working group in 2013 to, among other things, open negotiations with Centerra and Kumtor Gold Company on the Kumtor Project. Following many months of negotiations with the Kyrgyz Government, a non-binding heads of agreement was entered into on December 24, 2013 and revised and re-executed on January 18, 2014. While Centerra, Kumtor Gold Company and the Government of the Kyrgyz Republic and Kyrgyzaltyn were negotiating, the Government and Parliament continued to issue various decrees and take other actions recommended by the State Commission Report, including purporting to revoke Kumtor Gold Company's land use rights and commencing claims against Kumtor Gold Company for significant alleged environmental damages and fines, all of which are currently being argued in the Kyrgyz court system on procedural matters. As disclosed elsewhere in this proxy statement, the Government of the Kyrgyz Republic announced in December 2015 that it was withdrawing from the heads of agreement. However, the Prime Minister also stated that "the government of the Kyrgyz Republic is still deeply interested in ensuring uninterrupted operations of the Kumtor mine and achieving mutual agreements which would allow further efficient implementation of the Kumtor project in accordance with the best world practices, standards and requirements of the mining industry transparency initiative". Despite this, the court actions commenced by Kyrgyz regulatory authorities are still in process, and there are no assurances that the Government may not attempt to implement other recommendations found in the State Commission Report.

While Centerra believes that the findings of the Parliamentary Commission Report and the State Commission Report are without merit and that the Kumtor Project Agreements between Centerra and the Kyrgyz Republic are legal, valid and enforceable obligations, there can be no assurance that Centerra will be able to successfully resolve any or all of these matters currently affecting the Kumtor Project. There can also be no assurances that the Kyrgyz Republic Government and/or Parliament will not take further actions that are inconsistent with the Kyrgyz Republic's obligations under the Kumtor Project Agreements or cancel government decrees, orders or licenses under which Kumtor Gold Company currently operates. Any such actions could have a material adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition.



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There can be no assurances that, following the announcement of the Arrangement and prior to or following the consummation of the Arrangement, and whether as a result of the announcement or consummation of the Arrangement or otherwise, the Kyrgyz Government, the parliament of the Kyrgyz Republic and/or any government officials in the Kyrgyz Republic will not take further actions that are inconsistent with the Kyrgyz Republic's obligations under the Kumtor Project Agreements or cancel government decrees, orders, concessions and/or permissive documents under which the Kumtor Project currently operates. Any such action or actions, including adopting the Draft Nationalization Bill, could have a material adverse impact on Centerra's interest in the Kumtor Project, its operations and/or the future cash flows, earnings, results of operations and financial condition of Centerra.

***The cancellation of Kumtor's land use rights could adversely impact the Kumtor operations.***

On July 5, 2012 the Kyrgyz Government cancelled Government Decree #168, which provided Kumtor with land use rights over the surface of the Kumtor concession area for the duration of the Restated Concession Agreement between Centerra and the Kyrgyz Republic effective June 6, 2009. A related land use certificate issued by the local land office was also cancelled. This action was contemplated in Government Resolution 2117-V, which was adopted in late June 2012 after the Kyrgyz Republic Parliament received the Parliamentary Commission report.

In the third quarter of 2012, Centerra requested the issuance of a new land use certificate pursuant to the Restated Investment Agreement dated June 6, 2009 between Centerra and the Kyrgyz Republic. Under the Restated Investment Agreement, the Kumtor Project is guaranteed all necessary access to the Kumtor concession area, including all surface lands as is necessary or desirable for the operation of the Kumtor Project. The Restated Investment Agreement between Centerra and the Kyrgyz Republic effective June 6, 2009 also provides that the Kyrgyz Government shall use its best efforts to reserve or cancel any action that conflicts with Centerra's rights under that agreement.

Further, in November 2013, Centerra received a claim from the Kyrgyz Republic General Prosecutor's Office requesting the Inter-District Court of the Issyk-Kul Province to invalidate Centerra's land use certificate and seize certain lands within the Kumtor concession area. As of the date of this disclosure, this matter remains before the Kyrgyz courts.

Although Centerra believes, based on advice from Kyrgyz legal counsel, that the purported cancellation of Kumtor's land rights, invalidation of its land use certificate and seizure of lands are in violation of the Kyrgyz Republic Land Code and the Restated Investment Agreement, there can be no assurance that cancellation of Kumtor's land rights will not be upheld and enforced by the Kyrgyz Government. If Kumtor's land rights are cancelled, it could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition.

***If the environmental laws and regulations relating to Centerra's operations were to change, or the enforcement of such laws and regulations were to become more rigorous, Centerra could be required to incur significant capital and operating expenditures.***

Centerra is subject to environmental regulation in connection with its exploration, development and operation activities in each of the jurisdictions in which it operates. The financial and operational effects of Centerra's environmental protection requirements relate primarily to Centerra's operations in the Kyrgyz Republic, where Centerra operates the Kumtor Project; in Mongolia, where Centerra operated the Boroo project (currently under care and maintenance with planned reclamation activities occurring), and have a 100% interest in the Gatsuurt, ATO and Ulaan Bulag exploration and development properties; in Turkey, where Centerra has a 100% interest in the Öksüt exploration and development property; and in Canada where Centerra has a 50% interest in the Greenstone Gold property. Local regulatory regimes in these jurisdictions may be influenced by increased local

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community concern in respect of the environmental footprint of mining operations as well as concerns over the management of water resources, and the mine closure plans.

If the environmental laws and regulations relating to Centerra's operations were to change, or the enforcement of such laws and regulations were to become more rigorous, Centerra could be required to incur significant capital and operating expenditures to comply, which could have a material adverse effect on Centerra's future cash flows, earnings, results of operations and financial condition, Centerra's ability to develop projects further, and increase Centerra's reserves and resources.

***Centerra's planned activities are dependent upon receipt of permits and licenses.***

A number of approvals, licenses and permits are required for various aspects of exploration, mine development, and operations. Centerra is uncertain if all necessary permits will be maintained or obtained on acceptable terms or in a timely manner. Future changes in applicable laws and regulations or changes in their enforcement or regulatory interpretation could negatively impact current or planned exploration, development and/or mining activities. Any failure to comply with applicable laws and regulations or failure to obtain or maintain permits, even if inadvertent, could result in the interruption of production, exploration or development, or material fines, penalties or other liabilities. It remains uncertain if Centerra's existing permits may be affected in the future or if Centerra will have difficulties in obtaining all necessary permits that it requires for its proposed or existing mining activities.

Mining operations at Kumtor are subject to various permits and licenses, some of which are obtained on an annual basis or for a fixed term. As noted elsewhere in this document, Centerra has experienced delays in obtaining necessary permits and approvals for the Kumtor annual mine plans and certain environmental permits, including the maximum allowable discharge permit, the permit for waste and the Ecological Passport. Centerra continues to work closely with Kyrgyz regulatory agencies in order to resolve all matters, and to ensure that Centerra receives the permits and licenses within the time frame provided under Kyrgyz laws.

Mine development activities at Gatsuurt and Öksüt are subject to Centerra obtaining from the Government of Mongolia and the Government of Turkey (respectively) the necessary permits and commissions. There are no assurances that such Governments will grant the required permits and commissions to Centerra in a timely manner or at all, and on terms acceptable to Centerra.

Centerra has in place plans to obtain all necessary permits and licenses for all of its operations and projects. Centerra is confident in its ability to make such applications but there are no guarantees that the relevant Government regulatory authorities will respond in a timely manner. Centerra's inability to obtain such permits and licenses in order to continue operations at the Kumtor project and to develop and operate the Gatsuurt project and/or the Öksüt project could have an adverse effect on Centerra's future cash flows, earnings, results of operations and financial condition.

***Centerra may not be able to successfully negotiate a deposit development agreement, community development agreement, and/or an investment agreement for Gatsuurt.***

There can be no assurance that Centerra will be able to successfully negotiate with the Government of Mongolia a mutually acceptable deposit development agreement, community development agreement, and/or an investment agreement, in all cases for the development and operation of the Gatsuurt project. Centerra is in discussions with the Government of Mongolia regarding these potential agreements. Furthermore, even if these agreements are successfully concluded with the Government of Mongolia for the Gatsuurt project, there are no assurances that the Government of Mongolia will not later seek to re-negotiate its terms and conditions.

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***The expected royalty payment for the Gatsuurt project may increase significantly beyond the control of Centerra.***

The royalty structure on mineral projects in Mongolia has fluctuated in recent years. In November 2010, the Mongolian Parliament passed amendments to the Minerals Law of Mongolia that modified the existing royalty structure on mineral projects. Pursuant to the amended royalty structure, the royalty rate is no longer a fixed percentage but is graduated and dependent upon the commodity price in U.S. dollars. In the case of gold, there is a basic 5% royalty fee that applies while gold is less than \$900 per ounce. For any increase of \$100 to the price of gold, there is a corresponding 1% increase to the royalty fee. Accordingly, at \$900 per ounce, the royalty fee increases to 6%, at \$1,000 per ounce, the royalty increases to 7%, at \$1,100 per ounce, the royalty increases to 8%, and at \$1,200, the royalty increases to 9%. The highest royalty fee rate is 10% when the price of gold is \$1,300 per ounce and above. The graduated royalty became effective as of January 1, 2011 for all mining projects in Mongolia.

In January 2014 the Mongolian Parliament further amended the royalty regime (on a temporary basis) to provide for a two-tiered royalty structure, to be effective until January 1, 2019. For producers selling gold to the Bank of Mongolia, Mongolia's central bank ("BoM"), or other commercial banks authorized by the BoM, the basic royalty fee is reduced to 2.5% and the incremental royalty rate is annulled. Centerra started selling gold produced at the Boroo Project in 2014 to the BoM. Gold production has now ceased for Boroo. Going forward, there are no assurances that the BoM will purchase gold produced from the Gatsuurt project. If the BoM does not wish to purchase such gold, and in any event, from January 1, 2019 onwards, Centerra would be subject to the regular graduated royalty scheme which would increase the royalty from 2.5% to a rate between 5-10% depending on the price of gold. Such increase could have a significant material adverse effect on Centerra's future cash flows, earnings, results of operations, stated mineral reserves and financial conditions.

Legal and Other

***Current and future litigation may impact the revenue and profits of Centerra.***

Centerra may be subject to claims based on allegations of negligence, breach of statutory duty, public nuisance or private nuisance or otherwise in connection with Centerra's operations or investigations relating thereto. While Centerra is presently unable to quantify its potential liability under any of the above categories of damage, such liability may be material to Centerra and may materially adversely affect Centerra's ability to continue operations.

***Centerra's properties may be subject to defects in title.***

Centerra has investigated its rights to explore and exploit all of its material properties, and, except as described below, to the best of its knowledge, those rights are in good standing. However, no assurance can be given that such rights will not be revoked or significantly altered to Centerra's detriment. There can also be no assurance that Centerra's rights will not be challenged or impugned by third parties, including local governments.

On July 5, 2012, the Kyrgyz Government cancelled Government Decree #168, which provided Kumtor Gold Company with land use (surface) rights over the Kumtor Concession Area for the duration of the Restated Concession Agreement. At the same time, the related land use certificate issued by the local land office was also cancelled. In addition, in November 2013, Centerra received a claim from the Kyrgyz Republic General Prosecutor's Office requesting the Inter-District Court of the Issyk-Kul Province to invalidate Centerra's land use certificate and seize certain lands within the concession area of the Kumtor Project. Based on advice from Kyrgyz legal counsel, Centerra believes that the purported cancellation of Centerra's land use rights, invalidation of the land use certificate and seizure of lands are in violation of the Kyrgyz Republic Land Code, because the Land Code provides

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that land rights can only be terminated by court decision and on the listed grounds set out in the Land Code. To the extent that the land use rights are considered invalid (which Centerra does not accept), Centerra would seek to enforce its rights under the Restated Investment Agreement to obtain the reissuance of its land use rights, which are guaranteed pursuant to the Restated Investment Agreement.

On December 6, 2006, Gatsuurt LLC commenced arbitration before the Mongolian National Arbitration Court alleging non-compliance by Centerra's subsidiary, CGM, with its obligation to complete a feasibility study on the Gatsuurt property by December 31, 2005 and seeking the return of the license. Centerra believed that Gatsuurt LLC's position was without merit. CGM challenged the Mongolian National Arbitration Court's jurisdiction and the independence and impartiality of the Gatsuurt LLC nominee to the arbitration panel. Centerra later reached an agreement with Gatsuurt LLC to terminate arbitration proceedings. Further to that agreement CGM paid \$1.5 million to Gatsuurt LLC. On signing of a definitive agreement, but subject to CGM having entered into an investment agreement with the Government of Mongolia in respect of the development of the Gatsuurt project, CGM will make a further non-refundable payment to Gatsuurt LLC in the amount of \$1.5 million. Final settlement with Gatsuurt LLC is subject to the negotiation and signing of a definitive settlement agreement.

Although Centerra is not currently aware of any existing title uncertainties with respect to any of Centerra's properties except as discussed in the preceding paragraphs, there is no assurance that such uncertainties will not result in future losses or additional expenditures, which could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition.

***Centerra may be unable to enforce its legal rights in certain circumstances.***

In the event of a dispute arising at Centerra's foreign operations, Centerra may be subject to the exclusive jurisdiction of foreign courts or may not be successful in subjecting foreign persons to the jurisdiction of courts in Canada. Centerra may also be hindered or prevented from enforcing its rights with respect to a governmental entity or instrumentality because of the doctrine of sovereign immunity.

The dispute resolution provision of the Restated Investment Agreement for the Kumtor Project stipulates that any dispute between the parties thereto is to be submitted to international arbitration. However, there can be no assurance that a particular governmental entity or instrumentality will either comply with the provisions of these or any other agreements or voluntarily submit to arbitration. Centerra's inability to enforce its rights could have an adverse effect on its future cash flows, earnings, results of operations and financial condition.

***Centerra's largest shareholder is a state-owned entity of the Kyrgyz Government.***

Centerra's largest shareholder is Kyrgyzaltyn JSC ("Kyrgyzaltyn"), which is a state-owned entity. Kyrgyzaltyn owns approximately 32% of the common shares of Centerra. Pursuant to the terms of the Restated Investment Agreement, Kyrgyzaltyn has two nominees on Centerra's board of directors. There can be no assurance that the Kyrgyz Government, through its ownership and control of Kyrgyzaltyn, will not use its influence to materially change the direction of Centerra. This concentration of ownership may have the effect of delaying or preventing a change in control of Centerra, which may deprive Centerra's shareholders of a control premium that might otherwise be offered in connection with such a change of control. Centerra is aware that Kyrgyzaltyn has in the past received inquiries regarding the potential acquisition of some or all of its common shares in Centerra and the sale by Kyrgyzaltyn of its shareholdings to a third party could result in a new purchasing shareholder obtaining a considerable interest in Centerra. Should Kyrgyzaltyn sell some or all of its interest in Centerra, there can be no assurance that an offer would be made to the other shareholders of Centerra or that the interests of such a shareholder would be consistent with the plans of Centerra or that such a sale would not decrease the value of the common shares.

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***Artisanal mining is occurring and may continue to occur on the Gatsuurt property.***

Artisanal mining is widespread in Mongolia and a significant number of artisanal miners have entered into the Gatsuurt property. Centerra is unable to continuously monitor the full extent of the artisanal miners on the Gatsuurt property however Centerra understands that the numbers have reached up to 200-400 artisanal miners at a single time. In addition to potential health and safety concerns for Centerra's employee and of the artisanal miners, the presence of artisanal miners could also lead to project delays and disputes regarding the development or operation of commercial gold deposits, including disputes with Mongolian governmental authorities regarding reporting of reserves and mine production. The illegal activities of these miners could also cause environmental damage (including environmental damage from the use of mercury by these miners) or other damage to Centerra's property, equipment, personal injury or death, or conflict with local communities. Centerra has advised appropriate Mongolian federal and aimag (local) governments, relevant state bodies and police of the issues relating to the activities of artisanal miners and have requested their assistance to clear the Gatsuurt site. Centerra does not support any violence or excessive use of force in encounters between Mongolian authorities and artisanal miners and have made this explicitly clear to Mongolian authorities. Centerra will continue to work with relevant authorities in Mongolia, but to the extent that there are adverse consequences from the presence of these artisanal miners, Centerra could potentially be held responsible and this could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition.

***Centerra's directors may have conflicts of interest.***

Certain of Centerra's directors also serve as directors and/or officers of other companies involved in natural resource exploration, development and production and consequently there exists the possibility for such directors to be in a position of conflict.

***Centerra is subject to anti-corruption legislation.***

Centerra is subject to Canada's *Corruption of Foreign Public Officials Act* (the "Anti-Corruption Legislation"), which prohibits Centerra or any officer, director, employee or agent of Centerra or any shareholder of Centerra acting on its behalf from paying, offering to pay, or authorizing the payment of anything of value to any foreign government official, government staff member, political party, or political candidate in an attempt to obtain or retain business or to otherwise influence a person working in an official capacity. The Anti-Corruption Legislation also requires public companies to make and keep books and records that accurately and fairly reflect their transactions and to devise and maintain an adequate system of internal accounting controls. Centerra's international activities create the risk of unauthorized payments or offers of payments by Centerra's employees, consultants or agents, even though they may not always be subject to Centerra's control. Centerra discourages these practices by its employees and agents. However, Centerra's existing safeguards and any future improvements may prove to be less than effective, and Centerra's employees, consultants and agents may engage in conduct for which Centerra might be held responsible. Any failure by Centerra to adopt appropriate compliance procedures and ensure that Centerra's employees and agents comply with the Anti-Corruption Legislation and applicable laws and regulations in foreign jurisdictions could result in substantial penalties or restrictions on Centerra's ability to conduct business in certain foreign jurisdictions, which may have a material adverse impact on Centerra and its share price.

***Concentration of assets.***

While Centerra has undergone asset diversification in the past several years with its Öksüt Property in Turkey and its 50% interest in the Greenstone Gold property in Canada, its sole producing asset at this time and one of its key development projects (Gatsuurt) are located in emerging countries of Central Asia. This represents a concentration risk for Centerra. Further, certain countries in the

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region that neighbor Centerra's countries of interest have experienced rising geopolitical risk, and there can be no assurance that such geopolitical risk will not ultimately impact the countries in which Centerra operates, explores and develops projects.

Strategy and Planning

***Centerra's future exploration and development activities may not be successful.***

Exploration for and development of gold properties involve significant financial risks and may be subject to political risks that even a combination of careful evaluation, experience and knowledge may not eliminate. While the discovery of an orebody may result in substantial rewards, few properties that are explored are ultimately developed into producing mines. Major expenses may be required to establish mineral reserves by drilling, constructing mining and processing facilities at a site, connecting to a reliable infrastructure, developing metallurgical processes and extracting gold from ore. Centerra cannot ensure that its current exploration and development programs will result in profitable commercial mining operations or replacement of current production at existing mining operations with new mineral reserves. Also, substantial expenses may be incurred on exploration projects that are subsequently abandoned due to poor exploration results or the inability to define mineral reserves that can be mined economically.

Centerra's ability to sustain or increase present levels of gold production is dependent on the successful acquisition or discovery and development of new orebodies and/or expansion of existing mining operations. The economic feasibility of development projects is based upon many factors, including the accuracy of mineral reserve estimates; metallurgical recoveries; capital and operating costs; government regulations relating to prices, taxes, royalties, land tenure, land use, water consumption, importing and exporting, environmental protection; and gold prices, which are highly volatile. Development projects are also subject to the successful completion of socio-environmental impact assessments, feasibility studies, issuance of necessary governmental permits and availability of adequate financing.

Development projects have no operating history upon which to base estimates of future cash flow. Estimates of proven and probable mineral reserves and cash operating costs are, to a large extent, based upon detailed geological and engineering analysis. Centerra also conducts feasibility studies that derive estimates of capital and operating costs based upon many factors, including access to required infrastructure, power and water, anticipated tonnage and grades of ore to be mined and processed; the configuration of the orebody; ground and mining conditions; expected recovery rates of the gold from the ore; and anticipated environmental and regulatory compliance costs.

It is possible that actual costs and economic returns of current and new mining operations may differ materially from Centerra's best estimates. It is not unusual for new mining operations to experience unexpected problems during the start-up phase and to require more capital than anticipated. These uncertainties could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition.

***Centerra's mineral reserves may not be replaced.***

The Kumtor Project is currently Centerra's only source of gold production. Based on the current life-of-mine plan, Kumtor will be depleted by 2023, with milling operations concluding in 2026.

Other than the assets of Thompson Creek, if Centerra's existing mineral reserves (including mineral reserves at the Gatsuurt deposit in Mongolia and the Öksüt project in Turkey) are not replaced either by the development or discovery of additional reserves and/or extension of the life-of-mine at Kumtor or through the acquisition or development of an additional producing mine, this could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition,

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including as a result of requirements to expend funds for reclamation and decommissioning. Although Centerra is actively engaged in programs to increase mineral reserves, there can be no assurance that these programs will be successful.

***Centerra may experience difficulties with its partners.***

Centerra is in a 50/50 partnership for the Greenstone Gold property, located in Ontario, Canada, which includes the Hardrock deposit. The partnership is currently engaged in project development activities regarding the Hardrock deposit. Centerra also has a number of partners for exploration properties located world-wide, and may enter into additional exploration agreements in the future. Centerra is subject to the risks normally associated with any partnership arrangements. These risks include disagreement with a partner on how to explore, develop, operate and finance a project and possible litigation between Centerra and a partner regarding matters in the agreement. This may be particularly the case when Centerra is not the operator on the property. These matters may have an adverse effect on Centerra's ability to pursue the projects subject to the partner, which could affect its future cash flows, earnings, results of operations and financial condition.

***Centerra's mineral reserve and resource estimates may be imprecise.***

Mineral reserve and resource figures are estimates and no assurances can be given that the indicated levels of gold will be produced or economically extracted, or that Centerra will receive the price assumed in determining Centerra's mineral reserves. These estimates are expressions of judgment based on knowledge, mining experience, analysis of drilling results and industry practices. Valid estimates and the assumptions such estimates rely on made at a given time may significantly change when new information becomes available or conditions change. While Centerra believes that the mineral reserve and resource estimates included are well established and reflect management's best estimates, by their nature mineral reserve and resource estimates are imprecise and depend, to a certain extent, upon analysis of drilling results and statistical inferences that may ultimately prove unreliable.

Furthermore, fluctuations in the market price of gold, as well as increased capital or production costs or reduced recovery rates may render mineral reserves uneconomic and may ultimately result in a reduction of reserves. The extent to which mineral resources may ultimately be reclassified as proven or probable mineral reserves is dependent upon the demonstration of their profitable recovery. The evaluation of mineral reserves or resources is always influenced by economic and technical factors, which may change over time.

No assurances can be given that any mineral resource estimate will ultimately be reclassified as proven or probable mineral reserves.

If Centerra's mineral reserve or resource figures are inaccurate or are reduced in the future, this could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition.

***Centerra's production and cost estimates may be inaccurate.***

Centerra prepares estimates of future production and future production costs for particular operations. No assurance can be given that production and cost estimates will be achieved. These production and cost estimates are based on, among other things, the following factors: the accuracy of mineral reserve estimates; the accuracy of assumptions regarding ground conditions and physical characteristics of ores, such as hardness and presence or absence of particular metallurgical characteristics; metallurgical recoveries of metals from ore equipment and mechanical availability; labour availability; access to the mine, facilities and infrastructure; sufficient materials and supplies on hand; and the accuracy of estimated rates and costs of mining and processing, including environmental

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management costs, the cost of human and physical resources required to carry out Centerra's activities, as well as the stability of the local taxation / royalty regime. Failure to achieve production or cost estimates, or increases in costs, could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition.

Centerra's estimates on production and costs are, where applicable, based on historical costs and productivity experience. Despite this, actual production and costs may vary from estimates for a variety of reasons, including actual ore mined varying from estimates of grade, tonnage, dilution and metallurgical and other characteristics; short-term operating factors relating to the ore reserves, such as the need for sequential development of orebodies and the processing of new or different ore grades; risks and hazards associated with mining; natural phenomena, such as inclement weather conditions, floods, earthquakes, ice or ground movements, pit wall failures and cave-ins; equipment failures; unexpected labour shortages or strikes, and civil action; and insufficient modelling robustness. Costs of production may also be affected by a variety of factors, including: changing waste-to-ore ratios, ore grade metallurgy, labour costs, costs of supplies and services (such as, for example, fuel and power), general inflationary pressures and currency exchange rates. Failure to achieve production estimates or production cost estimates could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition.

***Aboriginal claims and consultation issues.***

Aboriginal interests and rights as well as related consultation issues may impact Centerra's ability to pursue exploration, development and mining at Centerra's Greenstone property which is jointly owned and developed with Centerra's partner, Premier Gold Mines Ltd. Greenstone Gold Mines LP (the "Greenstone Partnership") has entered and intends to enter into agreements with First Nations and other Aboriginal communities in order to manage its relationship with those groups. These could result in significant costs and delays or materially restrict Centerra's activities.

In particular, prospective investors should note that the *Mining Act (Ontario)* was amended on October 28, 2009, with various amendments coming into force with applicable regulations, the last of which became effective on April 1, 2013. The Mining Act, among other legislation, governs mineral exploration, development and mining activities of Centerra's Greenstone property. Among other things, the amendments to the Mining Act and applicable regulations provide a new framework for consultation and dispute resolution with Aboriginal communities as well as other surface rights owners affected by exploration, development and mining activities. To conduct most early exploration activities on mining claims, mining leases and licenses of occupation for mining purposes, exploration plans must be submitted to, and in the case of certain work, exploration permits are required from, the Ontario Ministry of Northern Development and Mines ("MNDM"). The Ontario MNDM will consider whether consultation has occurred with the Aboriginal communities identified by MNDM, provide a copy of that exploration plan to those communities and accept any comments those communities may have. The Director of Exploration will also consider (among other things) any arrangements made with surface rights owner. Patented claims are not subject to these exploration plan and permit requirements. The effect of these and other Mining Act amendments on the Greenstone Partnership is not yet clear but may cause delays in obtaining the permits and approvals necessary for the Greenstone Partnership's operations, and may adversely impact the partnership's operations.

The costs and delays associated with obtaining necessary licences and permits and complying with these licences and permits and applicable laws and regulations could stop or materially delay or restrict the Greenstone Partnership from proceeding with the development of an exploration project. Any failure to comply with applicable laws and regulations or licences and permits, even if inadvertent, could result in interruption or closure of exploration, development or mining operations or material fines, penalties or other liabilities. The partnership may be required to compensate those suffering loss



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or damage by reason of its mining operations and may have civil or criminal fines or penalties imposed for violations of such laws, regulations and permits.

Natural Phenomena

***Centerra may experience further ground movements at the Kumtor Project.***

From time to time, Kumtor has experienced ground movement in various parts of the Central pit, which has, in some cases, led to an employee casualty, considerable short falls in the annual gold production, changes in mining sequences, increased expenditure on depressurization and dewatering programs, the movement of existing infrastructure and/or the redesign and construction of new infrastructure, reduced slope angles of the Central Pit, and changes in waste rock dump designs.

Although extensive efforts are employed by Centerra to prevent and anticipate further ground movement, there is no guarantee that sudden unexpected ground movements will not recur. A future ground movement could result in a significant interruption of operations. Centerra may also experience a loss of mineral reserves or a material increase in costs, if it is necessary to redesign the open pit or waste rock dumps as a result of a ground movement. The consequences of a ground movement will depend upon the magnitude, location and timing of any such movement. If mining operations are interrupted to a significant magnitude or the mine experiences a significant loss of mineral reserves or materially higher costs of operation, this would have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition.

***Centerra will experience further ice movement at the Kumtor Project.***

Continued movement of ice from the South East Ice Wall into the Kumtor Central pit above the high grade SB Zone section requires the mining of ice and waste to maintain Centerra's planned production of ore.

During 2012, a substantial acceleration of ice movement, which was exacerbated by a 10-day illegal strike which occurred in early February 2012, required Centerra to revise Centerra's mine plan to maintain safe access to the Kumtor Central pit. Under the new mine plan, mining of cut-back 12B, where ore for the second quarter of 2012 was to be released, was stopped to permit pre-stripping of ice and waste in the southwest portion of the pit (cut-back 14B) and unloading of ice and waste material from the High Movement Area to provide access to the southeast section of the Kumtor Central pit. The changes to the mine plan and the delayed release of ore from cut-back 12B resulted in a seven week shutdown of the Kumtor mill and required Centerra to revise Centerra's 2012 production and cost guidance.

In February 2014, increased movement of the South arm of the Davidov glacier required the construction of a buttress to ensure continued safe mining in the open pit.

Although Centerra is employing extensive efforts to manage further waste and ice movements, there is no guarantee that such efforts will be successful or that further waste and ice movements will not adversely affect operations at the Kumtor project. Future movements could result in a significant interruption of operations, impede access to ore deposits, or require redeployment of mobile equipment away from mining of ore. Centerra may also experience a loss of mineral reserves or a material increase in costs if it is necessary to redesign the open pit and surrounding infrastructure as a result of waste and ice movements. The consequences of further ice movement into the Kumtor Central pit will depend upon the extent, location and timing of any such movement. If mining operations are interrupted to a significant magnitude or the mine experiences a significant loss of mineral reserves or materially higher costs of operation, this would have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition.

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***Centerra's operations and projects in the Kyrgyz Republic, Mongolia and Turkey are located in areas of seismic activity.***

The areas surrounding Centerra's Kumtor, Boroo and Öksüt projects are seismically active. While the risks of seismic activity were taken into account when determining the design criteria for Centerra's operations, there can be no assurance that Centerra's operations will not be adversely affected by this kind of activity, all of which could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition.

Competition

***Centerra's future prospects may suffer due to increased competition for mineral acquisition opportunities.***

Significant and increasing competition exists for mineral acquisition opportunities throughout the world, particularly for opportunities in jurisdictions considered politically safer. As a result of this competition, some of which is with large, better established mining companies with substantial capabilities and greater financial and technical resources, Centerra may be unable to acquire rights to exploit additional attractive mining properties on terms it considers acceptable. Accordingly, there can be no assurance that Centerra will acquire any interest in additional operations that would yield mineral reserves or result in commercial mining operations. Centerra's inability to acquire such interests could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition. Even if Centerra does acquire such interests, the resulting business arrangements may not ultimately prove beneficial to Centerra's business.

**Financial Risks**

Commodity Market

***Centerra's business is sensitive to the volatility of gold prices.***

Centerra's revenue is largely dependent on the world market price of gold. Gold prices are subject to volatile movements over time and are affected by numerous factors beyond Centerra's control. These factors include: global supply and demand; central bank lending, sales and purchases; expectations for the future rate of inflation; the level of interest rates; the strength of, and confidence in, the U.S. dollar; market speculative activities; and global or regional political and economic events, including the performance of Asia's economies.

If the market price of gold falls and remains below production costs of any of Centerra's mining operations for an extended period, losses would be sustained, and, under certain circumstances, there may be a curtailment or suspension of some or all of Centerra's mining and exploration activities. Centerra would also have to assess the economic impact of any sustained lower gold prices on recoverability and, therefore, the cut-off grade and level of Centerra's gold mineral reserves and resources. These factors could have an adverse impact on Centerra's future cash flows, earnings, results of operations, stated mineral reserves and financial condition.

***Centerra's operations are sensitive to fuel price volatility.***

Centerra is also exposed to price volatility in respect of key inputs, the most significant of which is fuel. Increases in global fuel prices can materially increase operating costs, erode operating margins and project investment returns, and potentially reduce viable reserves. Conversely, a significant and sustained decline in world oil prices may offset other costs and improve returns.

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***Currency fluctuations.***

Centerra's earnings and cash flow may also be affected by fluctuations in the exchange rate between the U.S. dollar and other currencies, such as the Kyrgyz som, the Mongolian tugrik, the Turkish Lira, the Canadian dollar and the Euro. Centerra's consolidated financial statements are expressed in U.S. dollars. Centerra's sales of gold are denominated in U.S. dollars, while production costs and corporate administration costs are, in part, denominated in Kyrgyz soms, Mongolian tugriks, Turkish Lira, Canadian dollars, Euros and other currencies. Fluctuations in exchange rates between the U.S. dollar and other currencies may give rise to foreign exchange currency exposures, both favorable and unfavorable, which may materially impact Centerra's future financial results. Although from time to time Centerra enters into short-term forward contracts to purchase Canadian dollars and Euros, Centerra does not utilize a hedging program to limit the adverse effects of foreign exchange rate fluctuations in other currencies. In the case of the Kyrgyz som and the Mongolian tugrik, Centerra cannot hedge currency exchange risk because such currencies are not freely traded.

Economy, Credit and Liquidity

***Global financial conditions.***

The financial crisis which began in the latter part of 2007 has resulted in global financial conditions which are characterized by continued high volatility, and financial institutions are still recovering from significant losses. Access to public financing and bank credit has been negatively impacted by the liquidity crisis as financial institutions saw their balance sheet impaired. Notwithstanding some improvement in the financial health of major financial institutions, continued concern over the pace of sustainable economic recovery in both developed and key developing nations has kept liquidity conditions constrained. Further, the significant decrease in the price of metals during 2013 along with sustained depressed prices over 2015 has affected investor interest in the sector. Global financial conditions may affect Centerra's ability to obtain equity or debt financing in the future on favorable terms. Additionally, these factors, as well as other related factors, may cause decreases in Centerra's asset values that may be other than temporary, which may result in impairment losses. These factors may also increase Centerra's exposure to financial counterparty risk. If such increased levels of volatility and market turmoil continue, or if more extensive disruptions of the global financial markets occur, Centerra's operations could be adversely impacted and the trading price of Centerra common shares may be adversely affected.

***Centerra may experience reduced liquidity and difficulty in obtaining future financing.***

The further development and exploration of mineral properties in which Centerra holds or acquires interests may depend upon Centerra's ability to obtain financing through earn-in arrangements, debt financing, equity financing or other means. While Centerra recently successfully re-negotiated a five-year \$150 million revolving credit facility with the European Bank for Reconstruction and Development ("EBRD") (of which \$50 million is subject to a further condition precedent for drawdown), there is no assurance that Centerra will be successful in obtaining any additional financing if required in the future. Centerra's principal operations are located in Central Asia and other markets worldwide, some of which are developing areas that may have experienced past economic and political difficulties and may be perceived as unstable. This perceived increased country or political risk may make it more difficult for Centerra to obtain debt or equity financing. Failure to obtain additional financing on a timely basis may cause Centerra to postpone development plans, forfeit rights in Centerra's properties or partners or reduce or terminate Centerra's operations. Reduced liquidity or difficulty in obtaining future financing could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition.

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***Restrictive covenants in Centerra's revolving credit facility may prevent Centerra from pursuing business activities.***

Pursuant to Centerra's revolving credit facility with EBRD, Centerra must maintain certain financial ratios and satisfy other non-financial maintenance covenants. Centerra and Centerra's material subsidiaries are also subject to other restrictive and affirmative covenants in respect of Centerra's respective operations. Following the closing of the Centerra Debt Financing, Centerra and its material subsidiaries will become subject to similar restrictive and affirmative covenants pursuant to the New Credit Facilities. Compliance with these covenants and financial ratios may impair Centerra's ability to finance Centerra's future operations or capital needs or to take advantage of other favorable business opportunities. Centerra's ability to comply with these covenants and financial ratios will depend on Centerra's future performance, which may be affected by events beyond Centerra's control. Centerra's failure to comply with any of these covenants or financial ratios will result in a default under the applicable credit agreement and may result in the acceleration of any indebtedness under such credit agreement. In the event of a default where Centerra is unable to repay any amounts then outstanding, the lender may be entitled to take possession of the collateral securing the applicable credit facility to the extent required to repay those borrowings.

Counterparty

***Short-term investment risks.***

Centerra may, from time to time, invest excess cash balances in short-term instruments. Recent market conditions affecting certain types of short-term investments of some North American and European issuers and certain financial institutions have resulted in heightened risk in holding some of these investments. There can be no guarantee that further market disruptions affecting various short-term investments or the potential failure of financial institutions will not have a negative effect on the liquidity of Centerra's investments.

Concentration Risk

***As a holding company, Centerra's ability to make payments depends on the cash flows of its subsidiaries.***

Centerra is a holding company that conducts substantially all of its operations through subsidiaries, many of which are incorporated outside North America. Centerra has no direct operations and no significant assets other than the shares of Centerra's subsidiaries. Therefore, Centerra is dependent on the cash flows of Centerra's subsidiaries to meet Centerra's obligations, including payment of principal and interest on any debt Centerra incurs. The ability of Centerra's subsidiaries to provide the parent company with payments may be constrained by the following factors: (i) the cash flows generated by operations, investment activities and financing activities; (ii) the level of taxation, particularly corporate profits and withholding taxes, in the jurisdiction in which they operate and in Canada; and (iii) the introduction of exchange controls and repatriation restrictions or the availability of hard currency to be repatriated. A significant majority of Centerra's cash flows are currently generated by its operations in the Kyrgyz Republic. In the past, the Kyrgyz Government has challenged the legality of certain regular-course inter-company dividends paid from Kumtor Gold Company to its wholly owned parent company, Centerra. Such dispute relating to a dividend paid in 2013 is currently still before the Kyrgyz courts. Centerra continues to refute the Kyrgyz Government's allegations.

If Centerra is unable to receive sufficient cash from Centerra's subsidiaries, it may be required to refinance Centerra's indebtedness, raise funds in a public or private equity or debt offering or sell some or all of Centerra's assets. Centerra can provide no assurances that an offering of Centerra's debt or equity or a refinancing of Centerra's debt can or will be completed on satisfactory terms, if at all, or that it would be sufficient to enable Centerra to make payment with respect to Centerra's debt. The foregoing events could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition.

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**Operational Risks**

Health, Safety and Environment

*Centerra is subject to environmental, health and safety risks.*

Centerra expends significant financial and managerial resources to comply with a complex set of environmental, health and safety laws, regulations, guidelines and permitting requirements (for the purpose of this paragraph, "laws") drawn from a number of different jurisdictions. Centerra believes it is in material compliance with these laws. The historical trend that Centerra observes is toward stricter laws, and it expects this trend to continue. The possibility of more stringent laws or more rigorous enforcement of existing laws exists in the areas of worker health and safety, the disposition of wastes, the decommissioning and reclamation of mining sites, restriction of areas where exploration, development and mining activities may take place, consumption and treatment of water, and other environmental matters, each of which could have a material adverse effect on Centerra's exploration activities, operations and the cost or the viability of a particular project.

Centerra's facilities operate under various operating and environmental permits, licenses and approvals that contain conditions that must be met and Centerra's right to continue operating Centerra's facilities is, in a number of instances, dependent upon compliance with these conditions. Failure to meet certain of these conditions could result in interruption or closure of exploration, development or mining operations or material fines or penalties, all of which could have an adverse impact on Centerra's future cash flows, earnings, results of operations, financial condition, and reputation. Centerra is unable to quantify the costs of such a failure.

*Centerra's workforce may be exposed to widespread pandemic.*

Centerra's operations are located in areas relatively remote from local towns and villages and represent a concentration of personnel working and residing in close proximity to one another. Further, the sites receive frequent visitors from all over the world, and a number of employees travel frequently abroad. Should an employee or visitor become infected with a serious illness that has the potential to spread rapidly, this could place Centerra's workforce at risk. The 2014 outbreak of the Ebola virus in several African countries is one example of such an illness. Centerra takes every precaution to strictly follow industrial hygiene and occupational health guidelines, and medical services are in place along with pandemic management protocols. There can be no assurance that the Ebola virus or another infectious illness will not impact Centerra personnel and ultimately its operations.

*The Kumtor Project is subject to significant claims of environmental damage.*

Starting from December 2012, Centerra received various claims from Kyrgyz regulatory authorities alleging significant environmental damages at the Kumtor project which Centerra refutes. Currently, four of these claims are before the Kyrgyz courts and allege damages of approximately \$473 million (at the relevant exchange rates at the time of such claims). From time to time, Kumtor also receives other claims from regulatory agencies for damages which are later withdrawn or for which court claims are not commenced. In December 2015, Centerra received a claim filed by the Green Party of Kyrgyzstan filed with the Bishkek Inter-District Court which seeks damages of approximately \$5.8 billion for alleged environmental damages arising from the Kumtor operations since 1996. Centerra understands that the court rejected the claim on procedural grounds. In any event, Centerra believes that the claim is without merit. The claim by the Green Party relates to allegations substantially similar to the other outstanding court claims for environmental damage commenced by Kyrgyz regulatory authorities, and is substantially similar to a similar claim commenced by the Green Party in 2013 which was subsequently withdrawn.

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While Centerra believes that the allegations contained in these claims are exaggerated or without foundation and are subject to the Release Agreement between Centerra and the Kyrgyz Republic dated June 6, 2009, there can be no assurance that the claims of environmental damage from such regulatory authorities or the Green Party of Kyrgyzstan will not be upheld and enforced. If such claims should be upheld and enforced against Centerra, it could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition. In addition, additional claims for alleged environmental violations may be forthcoming.

***Centerra's operations use cyanide.***

The Kumtor operations employ sodium cyanide, which is a hazardous material, to extract gold from ore. The Öksüt and Gatsuurt projects, if they proceed to production, will also use gold processing technology in which cyanide is used. There is inherent risk of unintended discharge of hazardous materials in the operation of leach pads.

If any spills or discharges of sodium cyanide were to occur (at site or during transport), Centerra could become subject to liability for remediation costs, which could be significant and may not be insured against. In addition, production could be delayed or halted to allow for remediation, resulting in a reduction or loss of cash flow. Finally, increased sensitivity in respect to the use of cyanide and the potential and perceived environmental impacts of cyanide use in mining operations could exacerbate potential reputational damage to Centerra in the event of a cyanide release. While Centerra takes appropriate steps to prevent discharges and accidental releases of sodium cyanide and other hazardous materials into the ground water, surface water and the downstream environment, there is inherent risk in the operation of gold processing facilities and there can be no assurance that a release of hazardous materials will not occur.

***There is currently a capacity shortfall of the tailings management facility at Kumtor.***

The Kumtor tailings dam design is currently approved by the Kyrgyz authorities to an elevation of 3,670.5 metres. The dam crest is presently at an elevation of 3,667 metres. The dam crest is regularly raised, and Kumtor is required to apply and obtain permits from the Kyrgyz Government from time to time to address the interim raising and construction activities. The existing facility will reach its permitted capacity (1.5 metre freeboard at a dam elevation of 3,670.5 metres) in 2020. The remaining approved capacity of the tailings management facility is insufficient to store all of the 45 million cubic metres of tailings (68.6 million tonnes of ore) to be processed in the current life-of-mine plan. To accommodate the shortfall, Centerra intends to raise the existing tailings dam by approximately seven metres to a crest elevation of 3,677.5 metres, which requires approvals from relevant Kyrgyz authorities. If permitting of this option cannot be obtained, additional capital expenditures beyond those in the current capital budget for the new life-of-mine plan would have to be incurred.

While Centerra has obtained the necessary permits and authorizations in the past in connection with tailings dam raises, there are no assurances that such permits and authorizations can be obtained in the future or obtained in the timeframe required by Centerra. If all necessary permits and authorizations are not obtained, delays in, or interruptions or cessation of Centerra's production from the Kumtor Project may occur, which may have an adverse impact on Centerra's future cash flows, earnings, results of operations or financial condition.

Centerra may also be subject to liability or sustain losses in relation to certain risks and hazards against which it cannot insure or for which it may elect not to insure. The occurrence of operational risks and/or a shortfall or lack of insurance coverage could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition.

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***Centerra faces substantial decommissioning and reclamation costs.***

Centerra is required to establish at each of Centerra's mine sites and development projects a decommissioning and reclamation plan. Provision must be made for the cost of decommissioning and reclamation for operating sites. These costs can be significant and are subject to change. Centerra cannot predict what level of decommissioning and reclamation may be required in the future by regulators. If it is required to comply with significant additional regulations or if the actual cost of future decommissioning and reclamation is significantly higher than current estimates, this could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition.

Asset Management

***Centerra may experience mechanical breakdowns.***

Centerra's gold production operations at the Kumtor Project use expensive, large mining and processing equipment that requires a long time to procure, build and install. Although it conducts extensive preventive maintenance programs, there can be no assurance that Centerra will not experience mechanical breakdowns of mining and processing equipment.

In the past, Centerra has experienced such mechanical breakdowns, which have resulted in unplanned mill shutdowns and reduced mill capacity. In addition, obtaining replacement components for the equipment can take considerable time which may also impact production.

Any extended breakdown in mining or processing equipment could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial conditions.

Human Resources

***The Kumtor Project is unionized and may be subject to labour disturbances.***

Non-management employees at Kumtor (including those in head office) are unionized and subject to collective agreements. At Kumtor, a 2-year collective bargaining agreement was approved and ratified in January 2015. There can be no assurance that, when this agreement expires, there will not be any delays in the renewal process, that negotiations will not prove difficult or that Centerra will be able to renegotiate the collective agreement on satisfactory terms, or at all. The renewal of the collective agreement could result in higher on-going labor costs, which could have a material adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition.

Centerra could be subject to labour unrest or other labour disturbances including strikes as a result of any failure of negotiations which could, while ongoing, have a material adverse impact on Centerra, including the achievement of any annual production guidelines and costs estimates. On February 6, 2012, unionized employees at the Kumtor Project began a 10-day illegal strike, during which operations at the mine were suspended. The illegal work stoppage related to a dispute regarding social fund deductions, which resulted in higher labour costs, of approximately \$2 million (for 2012). Existing collective agreements may not prevent a strike or work stoppage, and any such work stoppage could have a material adverse impact on us.

***Centerra's success depends on its ability to attract and retain qualified personnel.***

Recruiting and retaining qualified personnel is critical to Centerra's success. The number of persons skilled in the acquisition, exploration and development of mining properties is limited and competition for such persons is intense. As Centerra's business activity grows, it will require additional key financial, administrative and mining personnel as well as additional operations staff. The Restated Concession Agreement relating to the Kumtor operations also requires two thirds of all administrative

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or technical personnel to be citizens of the Kyrgyz Republic. However, it has been necessary to engage expatriate workers for Centerra's operations in Mongolia and the Kyrgyz Republic because of the shortage locally of trained personnel. Although Centerra believes that it will be successful in attracting, training and retaining qualified personnel, there can be no assurance of such success. If Centerra is not successful in attracting and training qualified personnel, the efficiency of Centerra's operations could be affected, which could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition. Further, the closure of Boroo operations in 2015, combined with ongoing delays in receiving necessary approvals to develop the Gatsuurt deposit and prolong operations in Mongolia has resulted in personnel departures. There is no assurance that Centerra will be able to re-hire required personnel, should the Gatsuurt project proceed to development. This risk is heightened by the increased presence of new companies in the country seeking qualified personnel. Further, the increased risk associated with potential reduced control by Centerra over its Kyrgyz operation with increased control therein by the Kyrgyz Government may have an adverse effect on employee morale potentially leading to the departure of some employees.

Supply Chain

*Centerra's properties are located in remote locations and require a long lead time for equipment and supplies.*

Centerra operates in remote locations and depends on an uninterrupted flow of materials, supplies and services to those locations. In addition, Kumtor uses expensive and large equipment that requires a long time to procure, build and install. Access to the Kumtor project has been restricted on several occasions by illegal roadblocks. Should the Gatsuurt deposit receive the necessary approvals for development and operation, existing milling equipment may need to be purchased to replace ageing equipment at the Boroo mill. Any interruptions to the procurement of equipment, or the flow of materials, supplies and services to Centerra's properties could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition.

*Centerra's operations may be impacted by supply chain disruptions.*

Centerra's operations depend on uninterrupted supply of key consumables, equipment and components. Centerra's Kyrgyz operations are limited with respect to alternative suppliers of fuel, and any disruption at supplier facilities could result in curtailment or suspension of operations. In addition, major equipment and components and certain key consumables are imported. Recent and potential future economic sanctions imposed on Russia by the U.S. and European Union in 2014, may impact delivery of goods and services to the Kumtor operation. The accession of the Kyrgyz Republic to the Eurasian Economic Union may also impact Kumtor supply chains. Any disruption in the transportation of or restriction in the flow of these goods or the imposition of customs clearance requirements may result in production delays.

Information Technology Systems

*Centerra's critical operating systems may be compromised.*

Cyber threats have evolved in severity, frequency and sophistication in recent years, and target entities are no longer primarily from the financial or retail sectors. Individuals engaging in cybercrime may target corruption of systems or data, or theft of sensitive data. While Centerra invests in robust security systems to detect and block inappropriate or illegal access to its key systems, including SCADA operating systems at Centerra's operations, and regularly review policies, procedures and protocols to ensure data and system integrity, there can be no assurance that a critical system is not inadvertently or intentionally breached and compromised. This may result in business interruption losses, equipment damage, or loss of critical or sensitive information.



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Insurance

*Centerra may not be adequately insured for certain risks.*

Although Centerra maintains insurance to cover some of the operational risks and hazards in amounts it believes to be reasonable, insurance may not provide adequate coverage or may not be available in all circumstances. No assurance can be given that insurance will continue to be available at economically feasible premiums or that it will provide sufficient coverage for losses related to these or other risks and hazards.

Centerra may also be subject to liability or sustain losses in relation to certain risks and hazards against which Centerra cannot insure or for which it may elect not to insure. The occurrence of operational risks and/or a shortfall or lack of insurance coverage could have an adverse impact on Centerra's future cash flows, earnings, results of operations and financial condition.

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**THE COMPANIES**

**Centerra**

Centerra is a Canadian-based gold mining company engaged in operating, developing, acquiring and exploring gold properties in Asia, North America and other markets worldwide. Centerra is the largest Western-based gold producer in Central Asia with one operating gold mine located in the Kyrgyz Republic. In 2015, Centerra produced 536,920 ounces of gold from its operations. Centerra was incorporated under the CBCA in November 2002 under the name 4122216 Canada Limited. Centerra changed its name in December 2002 to Kumtor Mountain Holdings Corporation and in December 2003 to Centerra Gold Inc.

The Centerra common shares are listed under the symbol "CG" on the TSX. Centerra's principal executive offices are located at 1 University Avenue, Suite 1500, Toronto, Ontario, Canada M5J 2P1, its telephone is (416) 204-1953 and its website is [www.centerragold.com](http://www.centerragold.com). The information contained in, or that can be accessed through, Centerra's website is not incorporated by reference in this proxy statement and you should not consider information contained on Centerra's website as part of this proxy statement. For additional information about Centerra, see "Additional Information about Centerra" and "Where You Can Find Additional Information" in this proxy statement.

**Thompson Creek**

Thompson Creek, a corporation continued under the BCBCA, is a North American mining company engaged in the full mining cycle, which includes acquisition, exploration, development and operation of mineral properties. Thompson Creek's principal operating property is its 100%-owned Mount Milligan Mine, an open-pit copper and gold mine and concentrator in British Columbia, Canada. Thompson Creek's molybdenum assets consist of its 100%-owned Thompson Creek Mine, an open-pit molybdenum mine and concentrator in Idaho, its 75% joint venture interest in the Endako Mine, an open-pit molybdenum mine, concentrator and roaster in British Columbia, Canada, both of which have been placed on care and maintenance, and its Langeloth Metallurgical Facility in Pennsylvania. Thompson Creek's development and exploration projects include the Berg and IKE properties, both copper, molybdenum and silver exploration properties located in British Columbia, Canada.

The Thompson Creek common shares are listed under the symbol "TCM" on the TSX and under the symbol "TCPTF" on the OTCQX. Thompson Creek's principal executive offices are located at 26 West Dry Creek Circle, Suite 810, Littleton, Colorado 80120, its telephone is (303) 761-8801 and its website is [www.thompsoncreekmetals.com](http://www.thompsoncreekmetals.com). The information contained in, or that can be accessed through, Thompson Creek's website is not incorporated by reference in this proxy statement and you should not consider information contained on Thompson Creek's website as part of this proxy statement. For additional information about Thompson Creek, see "Where You Can Find Additional Information" in this proxy statement.

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**SPECIAL MEETING OF SHAREHOLDERS OF THOMPSON CREEK**

**General**

This proxy statement is furnished in connection with the solicitation of proxies by the Thompson Creek Board for use at the Special Meeting and any adjournments or postponements of the Special Meeting. Thompson Creek intends to begin mailing this proxy statement, the attached Notice of Special Meeting of Shareholders and the accompanying proxy card on or about [ • ], 2016.

**Date, Time and Place of the Special Meeting**

The Special Meeting will be held on [ • ], 2016, at [ • ]m., local time, at our corporate headquarters located at 26 West Dry Creek Circle, Second Floor, Littleton, Colorado 80120.

If you are a registered shareholder of Thompson Creek, you may attend the Special Meeting and vote in person the Thompson Creek common shares you hold directly in your name. If you choose to attend the Special Meeting, you must present valid government-issued photo identification such as a driver's license or passport. If you want to vote in person at the Special Meeting and you hold Thompson Creek common shares through a broker, bank, custodian, nominee or other intermediary, you must present valid government-issued photo identification such as a driver's license or passport and a power of attorney or other proxy authority from your broker, bank, custodian, nominee or other intermediary. Please also bring to the Special Meeting your account statement evidencing your beneficial ownership of Thompson Creek common shares as of the Record Date. Thompson Creek reserves the right to refuse admittance to anyone without proper proof of share ownership and without proper photo identification.

**Matters to be Considered at the Special Meeting**

At the Special Meeting, Thompson Creek shareholders will be asked to:

- (1) consider and vote upon the Arrangement Resolution; and
- (2) consider and vote upon a proposal to approve, on a non-binding, advisory basis, the named executive officer Arrangement-related compensation.

Shareholders may also be asked to transact such other business as may properly be brought before the Special Meeting or any adjournments or postponements of the Special Meeting, by or at the direction of the Thompson Creek Board.

Thompson Creek shareholders must approve and adopt the Arrangement Resolution as a condition to the completion of the Arrangement. If Thompson Creek shareholders fail to approve and adopt the Arrangement Resolution, the Arrangement will not occur.

The vote on the proposal to approve, on an advisory basis, the named executive officer Arrangement-related compensation is separate from the vote to approve and adopt the Arrangement Resolution. Accordingly, a shareholder may vote to approve and adopt the Arrangement Resolution and not to approve and adopt the named executive officer Arrangement-related compensation proposal, and vice versa. Because the vote on the named executive officer Arrangement-related proposal is only advisory in nature, it will not be binding on Thompson Creek, Centerra, or their respective boards of directors or compensation committees thereof. Accordingly, because Thompson Creek is contractually obligated to pay such arrangement-related compensation, the compensation will be payable, subject only to the conditions applicable thereto, if the Arrangement Resolution is approved, regardless of the outcome of the advisory vote.

Other than the matters described above, Thompson Creek does not expect a vote to be taken on any other matters at the Special Meeting or any adjournment or postponement thereof. However, if

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any other matters are properly brought before the Special Meeting or any adjournment or postponement thereof for consideration, the holders of proxies will have discretion to vote on such matters in accordance with their best judgment.

**Recommendation of the Thompson Creek Board of Directors**

The Thompson Creek Board, after consultation with its financial and legal advisors and taking into account the opinion of BMO Capital Markets and such other matters as it considered necessary and relevant, including the factors set out under the heading "The Arrangement Reasons for the Arrangement", has determined that the Arrangement is fair to Thompson Creek shareholders and in the best interests of Thompson Creek, and recommends that Thompson Creek shareholders vote:

"FOR" the Arrangement Resolution; and

"FOR" the proposal to approve, on a non-binding, advisory basis, the named executive officer Arrangement-related compensation.

See "The Arrangement Recommendation of the Thompson Creek Board of Directors."

**Record Date and Outstanding Shares**

The close of business on August 8, 2016 has been fixed as the Record Date for the determination of shareholders entitled to receive notice of, and to vote at, the Special Meeting or any adjournment thereof.

As of the close of business on the Record Date, there were 222,782,042 common shares outstanding and entitled to vote at the Special Meeting. Each holder of Thompson Creek common shares is entitled to one vote for each share owned as of the Record Date.

Holders of Thompson Creek common shares on the Record Date may vote their Thompson Creek common shares in person at the Special Meeting or by proxy as described below under "Voting by Proxy or in Person."

**Quorum**

The quorum for the transaction of business at the Special Meeting is two persons, present in person, each being a Thompson Creek shareholder entitled to vote at the Special Meeting or a duly appointed proxy for a Thompson Creek shareholder so entitled, representing at least 25% of the Thompson Creek common shares entitled to vote at the Special Meeting. As of the Record Date, Thompson Creek had 222,782,042 common shares outstanding. Therefore, the presence of at least two holders of Thompson Creek's common shares or a duly appointed proxy for a shareholder so entitled, representing at least 55,695,511 votes, will be required to establish a quorum. Abstentions will be counted as present in determining the existence of a quorum.

**Required Vote**

*Arrangement Resolution.* The affirmative vote of the holders of two thirds of the votes cast by Thompson Creek shareholders in person or by proxy at the Special Meeting will be required to approve the Arrangement Resolution.

*Named Executive Officer Arrangement-Related Compensation.* In accordance with Section 14A of the Exchange Act, Thompson Creek is providing its shareholders with the opportunity to approve, by a non-binding, advisory vote, certain compensation payments for Thompson Creek's named executive officers in connection with the Arrangement, as discussed in the section entitled "Advisory Vote Regarding Arrangement-Related Compensation for Thompson Creek Named Executive Officers" of

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this proxy statement. The affirmative vote of the holders of a majority of the votes cast, either in person or by proxy, at the Special Meeting will be required for the approval of this proposal.

See "Abstentions and Unvoted Shares" below.

**Voting by Thompson Creek's Directors and Executive Officers**

At the close of business on the Record Date for the Special Meeting, Thompson Creek's directors and executive officers and their affiliates had the right to vote 1,380,196 Thompson Creek common shares at the Special Meeting, which represents less than 1% of the Thompson Creek common shares entitled to vote at the Special Meeting. In addition, certain directors and executive officers of Thompson Creek, in his or her capacity as a shareholder of Thompson Creek, entered into a voting and support agreement with Centerra concurrently and in connection with Thompson Creek's execution of the Arrangement Agreement. Subject to specified conditions, the voting and support agreements provide for such directors and executive officers to vote all Thompson Creek common shares beneficially owned by them in favor of the Arrangement Resolution and to support the actions necessary to consummate the Arrangement.

**Voting by Proxy or in Person**

Giving a proxy means that a Thompson Creek shareholder authorizes the persons named in the enclosed proxy card to vote such shareholder's shares at the Special Meeting in the manner such shareholder directs.

If you are a registered shareholder, you may vote by mail, by facsimile or on the Internet, in each case by proxy, all as further described below.

*By Mail or Facsimile* In order to vote by mail or facsimile, you must complete, sign and date the proxy card and return it to TSX Trust Company in the envelope provided or to the facsimile number specified on the proxy card, as applicable. The persons named as proxy holders in the proxy card are officers and directors of the Thompson Creek. **If you want to appoint some other person to serve as your proxy holder to cast your vote at the Special Meeting, you may do so and the person need not be a shareholder. If you wish to do so, you should insert the other person's name in the blank space provided in the enclosed form of proxy.** If you return your signed proxy card but do not indicate your voting preferences, the persons named in the proxy card as proxy holders will vote the shares represented by that proxy as recommended by the Thompson Creek Board.

*On the Internet* Instructions are included with the proxy card that indicate whether the way your shares are held permits you to vote over the Internet and how to vote using such alternate means.

Additionally, Thompson Creek may use the Broadridge QuickVote service to assist non-registered shareholders with voting their Thompson Creek common shares. Non-registered shareholders may be contacted by Kingsdale Shareholder Services, Thompson Creek's proxy solicitor, to conveniently obtain a vote directly over the telephone. Broadridge then tabulates the results of all instructions received and provides the appropriate instructions with respect to the Thompson Creek common shares to be represented at the Special Meeting.

**Each registered shareholder of Thompson Creek who does not expect to be present at the Special Meeting or who plans to attend but who does not wish to vote in person is urged to fill in, date and sign the enclosed proxy and return it promptly in the enclosed return envelope, by facsimile or vote on the Internet.**

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**If you are the beneficial owner of Thompson Creek common shares held through a broker, bank, custodian, nominee or other intermediary, please follow the voting instructions provided by your broker, bank, custodian, nominee or other intermediary.**

Each properly signed proxy received prior to the Special Meeting and not revoked before the vote at the Special Meeting will be voted at the Special Meeting according to the instructions indicated on the proxy or, if no instructions are given on a properly signed proxy, the shares represented by such proxy will be voted "**FOR**" the Arrangement Resolution and "**FOR**" the proposal to approve the named executive officer arrangement-related compensation.

Thompson Creek requests that shareholders complete and sign the accompanying proxy card and return it in the enclosed postage-paid envelope, by facsimile or submit the proxy by the Internet as soon as possible.

If you plan to attend the Special Meeting and wish to vote in person, you will be given a ballot at the Special Meeting. If you are the beneficial owner of shares held in "street name" through a broker, bank, custodian, nominee or other intermediary, you must obtain a proxy from the registered shareholder to vote such shares in person at the Special Meeting. Whether or not you plan to attend the Special Meeting, Thompson Creek requests that each shareholder complete, sign, date and return the enclosed proxy card as soon as possible in the enclosed postage-paid envelope or by facsimile, or submit a proxy through the Internet as described in the instructions in the proxy card. This will not prevent any shareholder from voting in person at the Special Meeting but will assure that the shareholder's vote is counted if such shareholder is unable to attend the Special Meeting.

**Revocability of Proxies and Changing Your Vote**

If you are the registered shareholder, you may change your vote by submitting a new proxy bearing a later date (which automatically revokes the earlier proxy), by providing a written notice to Thompson Creek at its principal office at 26 West Dry Creek Circle, Suite 810, Littleton, Colorado 80120, Attention: Corporate Secretary, that you wish to revoke a proxy that has already been submitted at any time up to and including the last business day preceding the day of the Special Meeting, or by notifying the Chair of the Special Meeting on the day of the Special Meeting that you wish to revoke a proxy that has already been submitted. Attendance at the Special Meeting will not, by itself, revoke your proxy or change your vote.

If you are the beneficial owner of shares held in "street name" through a broker, bank, custodian, nominee or other intermediary, you may change your vote by submitting new voting instructions to your broker, bank, custodian, nominee or other intermediary according to the instructions provided by your broker, bank, custodian, nominee or other intermediary or, if you have obtained a legal proxy from your broker, bank, custodian, nominee or other intermediary giving you the right to vote your shares, by attending and voting in person at the Special Meeting.

**Abstentions and Unvoted Shares**

An abstention occurs when a shareholder attends a meeting, either in person or by proxy, but abstains from voting. At the Special Meeting, abstentions will be counted as present for purposes of determining whether a quorum exists.

Under the rules applicable to broker-dealers in the U.S., brokers, banks and other nominee registered shareholders holding shares in "street name," such registered shareholders have the authority to vote on routine proposals when they have not received instructions from beneficial owners. However, brokers, banks and other nominee registered shareholders are precluded from exercising their voting discretion with respect to the approval of non-routine matters, including either of the two proposals set forth in this proxy statement. As a result, absent specific instructions from the beneficial owner,

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brokers, banks and other nominee registered shareholders are not empowered to vote those "street name" shares in connection with the Special Meeting proposals.

Abstentions and unvoted shares will have no effect on the outcome of the vote for any of the proposals set forth in this proxy statement because the vote required for approval of each of these proposals is based on the number of shares actually voted on the proposal, whether in person or by proxy.

All beneficial owners of Thompson Creek common shares are urged to submit their proxy to indicate their votes or to contact the registered shareholder of their shares to provide instructions on how to vote their shares.

**Failure to Vote**

If you are a registered shareholder and you do not sign and return your proxy card by mail or facsimile, or vote over the Internet, or in person at the Special Meeting, your shares will not be voted at the Special Meeting, will not be counted as present in person or by proxy at the Special Meeting and will not be counted as present for purposes of determining whether a quorum exists.

As discussed above, under the rules applicable to broker-dealers in the U.S., brokers, banks and other nominee registered shareholders do not have discretionary voting authority with respect to any of the three proposals described in this proxy statement. Accordingly, if you are the beneficial owner of shares held in "street name" by a broker, bank, custodian, nominee or other intermediary and you do not issue voting instructions to your broker, bank, custodian, nominee or other intermediary, your shares will not be voted at the Special Meeting and will not be counted as present in person or by proxy at the Special Meeting or counted as present for purposes of determining whether a quorum exists.

**Inspector of Elections; Tabulation of Votes**

The Thompson Creek Board has appointed Equity Financial Trust Company, its transfer agent and registrar, to serve as scrutineer or inspector of elections to tabulate and certify the votes at the Special Meeting. The scrutineer/inspector of elections will determine the number of shares represented at the Special Meeting, the existence of a quorum and the validity of proxies and ballots, and will count all votes and ballots.

**Solicitation of Proxies**

This proxy statement is furnished in connection with the solicitation of proxies by the Thompson Creek Board to be voted at the Special Meeting. Thompson Creek will bear all costs and expenses in connection with the solicitation of proxies. Thompson Creek has engaged Kingsdale Shareholder Services to assist in the solicitation of proxies, for a proxy solicitation fee of approximately \$65,000, plus reimbursement of reasonable expenses. If you have questions about the Special Meeting or need assistance completing your form of proxy, please contact Kingsdale Shareholder Services at 1-866-581-1479 toll-free in North America or 416-867-2272, outside of North America, or by email at [contactus@kingsdaleshareholder.com](mailto:contactus@kingsdaleshareholder.com). In addition to the mailing of the notice and these proxy materials, the solicitation of proxies or votes may be made in person, by telephone or by electronic communication by Thompson Creek's directors, officers and employees, who will not receive any additional compensation for such solicitation activities. Thompson Creek also will reimburse brokerage houses and other custodians, nominees and fiduciaries for forwarding proxy and solicitation materials to shareholders.

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**Householding**

Beneficial holders who own their shares through a broker, bank, custodian, nominee or other intermediary and who share an address with another such beneficial owner are only being sent one set of proxy materials, unless such holders have provided contrary instructions. If you wish to receive a separate copy of these proxy materials, please contact (i) Thompson Creek's Director of Investor Relations by phone at (303) 762-3526, or by writing to Investor Relations, Thompson Creek Metals Company Inc., 26 West Dry Creek Circle, Suite 810, Littleton, Colorado 80120, or (ii) Kingsdale Shareholder Services at 1-866-581-1479 toll-free in North America or 416-867-2272, outside of North America, or by email at [contactus@kingsdaleshareholder.com](mailto:contactus@kingsdaleshareholder.com). We or Kingsdale Shareholder Services will promptly deliver upon request, free of charge, a separate copy of these proxy materials to any holder at a shared address to which a single copy of the proxy materials was delivered.

**Adjournment**

Under Thompson Creek's articles, the chair of a meeting of Thompson Creek shareholders may, and if so directed by the Special Meeting, must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any meeting reconvened after an adjournment other than the business left unfinished at the meeting from which the adjournment took place. It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of Thompson Creek shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.



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**THE ARRANGEMENT**

At the Special Meeting, Thompson Creek shareholders will be asked to consider and, if thought advisable, to pass, with or without variation, the Arrangement Resolution to approve the Arrangement under the BCBCA pursuant to the terms of the Arrangement Agreement and the related Plan of Arrangement.

In order to become effective, the Arrangement must be approved by at least two-thirds of the votes cast by Thompson Creek shareholders, present in person or by proxy at the Special Meeting. A copy of the Arrangement Resolution is set out in Annex B of this proxy statement.

Unless otherwise directed, it is Thompson Creek management's intention to vote **FOR** the Arrangement Resolution. If you do not specify how you want your Thompson Creek common shares voted, the persons named as proxyholders will cast the votes represented by your proxy at the Special Meeting **FOR** the Arrangement Resolution.

If the Arrangement is approved at the Special Meeting and the Final Order approving the Arrangement is issued by the Court and the applicable conditions to the completion of the Arrangement are satisfied or waived, the Arrangement will take effect commencing at the Effective Time (which will be at 12:01 a.m. (Vancouver time)) on the Effective Date (which is expected to be on or about [ • ], 2016).

**Background to the Arrangement**

Thompson Creek's management and the Thompson Creek Board continually review Thompson Creek's long-term strategic plan and prospects with the goal of maximizing stakeholder value. As part of this ongoing process, Thompson Creek management and the Thompson Creek Board regularly evaluate cash flow forecasts, potential financing and refinancing alternatives and strategic alternatives relating to Thompson Creek's businesses, including numerous discussions with third parties. As discussed below, these evaluations became more intensive and continual as commodity prices decreased and the 2017 Notes neared maturity.

In the fourth quarter of 2012, Thompson Creek's management and the Thompson Creek Board made the decision to discontinue stripping for the next phase of mining at its Thompson Creek molybdenum mine as a result of anticipated lower future molybdenum prices together with the requirement to conserve cash to complete the construction and development of the Mount Milligan Mine. Molybdenum prices continued to decline in 2013 and 2014. In 2014, Thompson Creek explored the sale of its molybdenum business but its efforts were hampered by the declining molybdenum market and advancing reclamation liabilities. In late 2014, Thompson Creek's management and the Thompson Creek Board made the decision to put the Thompson Creek molybdenum mine on care and maintenance and the Endako molybdenum mine on temporary suspension at the end of 2014. After monitoring molybdenum price during the first half of 2015, Thompson Creek's management and the Thompson Creek Board, together with the Endako joint venture partner, determined, due to continuing and expected declines in the molybdenum price, to put the Endako mine on care and maintenance in July 2015. During 2014 and 2015, Thompson Creek also implemented multiple cost cutting measures and reductions in staff.

Thompson Creek incurred significant debt in connection with the expansion of the Endako concentrator and the construction and development of the Mount Milligan Mine. The Mount Milligan Mine commenced production in late 2013 and continued to ramp-up to design capacity in 2014 and 2015. As a result of declines in metals prices, which would adversely impact Thompson Creek's ability to generate cash flows to repay in full the outstanding Notes upon maturity, management and the Thompson Creek Board recognized that Thompson Creek would likely need to refinance the outstanding Notes on or prior to their stated maturities. In June 2014, management and the Thompson

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Creek Board opportunistically completed an exchange offer whereby 86.4% of Thompson Creek's then outstanding tangible equity units were tendered in exchange for Thompson Creek common shares. This transaction resulted in future principal and interest cash savings of \$11.7 million. The remaining 13.6% of the tangible equity units were settled per their terms in May 2015. Additionally, in December 2014 and the first half of 2015, Thompson Creek opportunistically repurchased and retired a portion of the Notes, which resulted in reducing the outstanding Notes by \$67 million with future principal and interest cash savings of approximately \$22 million. Additionally, during 2014 and the first half of 2015, numerous refinancing discussions were conducted with third parties but given the continued ramp-up of the Mount Milligan Mine and the execution risk, the indicative refinancing terms were not deemed sufficient to move forward. Thompson Creek management's and the Thompson Creek Board's expectation was that the Mount Milligan Mine would complete its ramp-up by the end of 2015 and a more favorable refinancing transaction could be executed.

During the second half of 2015 and the first quarter of 2016, commodity prices declined significantly, with prices for Thompson Creek's payable commodities reaching new six to seven year lows in late 2015 and early 2016 of \$1.96 per pound of copper on January 15, 2016, \$1,051 per ounce of gold on December 17, 2015, and \$13.68 per ounce of silver on December 14, 2015 and a new twelve year low of \$4.45 per pound of molybdenum on November 18, 2015. Given these difficult market conditions and depressed commodity prices, Thompson Creek foresaw significant liquidity challenges as it approached the maturity of the Notes leading to a significant risk that it might be unable to continue as a going concern if it were unable to repay or restructure the Notes on favorable terms. Refinancing discussions with third parties continued in the last half of 2015.

In October 2015, Thompson Creek's management and the Thompson Creek Board engaged a third party advisor to pursue monetizing a portion of the gold stream agreement with Royal Gold to finance a payoff of the 2017 Notes. This was unsuccessful as potential investors were wary of the continuing debt level with the 2018 Notes and the 2019 Notes remaining outstanding post-transaction. Thompson Creek's management and the Thompson Creek Board remained actively engaged and constantly considered various ways to optimize the capital structure and pay down the Notes in the midst of the difficult commodity price environment facing Thompson Creek. As commodity prices declined and Thompson Creek's debt maturity neared, Thompson Creek's stock price on the New York Stock Exchange ("NYSE") declined from a high of \$9.50 per share in early 2012 to a low of \$0.07 in early 2016.

On July 6, 2015, Thompson Creek received a written notice from the NYSE that it was not in compliance with the continued listing standards of the NYSE, which requires that the average closing price of a listed company's common shares be above \$1.00 per share over a consecutive 30-day trading period. The notice provided Thompson Creek six months to regain compliance with the minimum price requirements.

In September 2015, Jacques Perron, Thompson Creek's President and Chief Executive Officer received an inbound inquiry from a strategic acquirer ("Party A") regarding a potential business combination with Thompson Creek. After executing a confidentiality and standstill agreement, Party A conducted due diligence on Thompson Creek, and Thompson Creek's management conducted high-level due diligence on Party A. At this time, management recommended to the Thompson Creek Board that Thompson Creek engage financial advisors to assist it in reviewing its strategic alternatives, including a potential sale of the company to, or business combination with, Party A or other potential acquirers, asset sales or a refinancing or restructuring of Thompson Creek's debt. Thompson Creek reviewed and evaluated numerous proposals from financial advisors.

On November 5, 2015, the Thompson Creek Board met with representatives of BMO Capital Markets, and on November 7, 2015, the Thompson Creek Board met with representatives of Moelis & Company ("Moelis"), in each instance, to receive a presentation regarding industry expertise,

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transactional and financial advice, and to receive the advisors' views on market conditions, potential opportunities and timing required for a potential acquisition or refinancing and restructuring transaction. The Thompson Creek Board also received a presentation on its fiduciary duties from legal counsel. At these meetings, the Thompson Creek Board discussed the advantages of establishing a committee of independent directors to review, evaluate and negotiate the terms of any potential transactions. The Thompson Creek Board observed that a special committee, due to its smaller size, would be better able to manage and oversee the process and evaluate any potential proposals received by Thompson Creek than the full Thompson Creek Board. Following this discussion, the Thompson Creek Board determined to establish the Special Committee to direct the evaluation of, and any negotiation relating to, any transaction proposal made by Party A. After considering the advantages of a special committee and reviewing the independence and impartiality of its potential members, the Thompson Creek Board resolved to form the Special Committee initially composed of Timothy J. Haddon, Denis C. Arsenault, and James P. Geyer, with Mr. Haddon serving as Chairperson. The mandate of the Special Committee provided that it could recommend approval of a transaction to the full Thompson Creek Board, but reserved to the full Thompson Creek Board the authority to approve any such transaction.

Following these meetings, Thompson Creek engaged BMO Capital Markets and Moelis as its financial advisors. On November 9, 2015, Thompson Creek publicly announced that it had engaged the advisors to assist the Thompson Creek Board in evaluating strategic and financial alternatives available to Thompson Creek, including debt refinancing and restructuring, new capital transactions and asset sales. BMO Capital Markets' mandate was to focus on merger and acquisition alternatives, while Moelis' mandate was to focus on debt refinancing and restructuring alternatives.

On December 14, 2015, the Thompson Creek Board and management met with representatives of BMO Capital Markets and Moelis to discuss potential strategic alternatives, including remaining as a stand-alone entity with a restructuring of its capital structure, corporate structural alternatives and business combinations, and the mergers and acquisitions market environment generally. The Thompson Creek Board and management engaged in lengthy discussions regarding the market conditions, the difficulty of equity financings and potential strategies, including the advantages and disadvantages of the various options available, as well as implementation issues, costs, timing and approvals. The Thompson Creek Board and management also engaged in discussions regarding the gold stream agreement with Royal Gold and Thompson Creek's obligations relating thereto. During this December 2015 meeting, Thompson Creek and its advisors reviewed a non-binding acquisition proposal received in late November 2015 from Party A, and after such review, the Thompson Creek Board determined that the non-binding proposal significantly undervalued the company and instructed BMO Capital Markets to communicate such determination to Party A. BMO Capital Markets made such communication to Party A. In addition, at the board meeting, the Thompson Creek Board expanded the mandate of the Special Committee to include oversight of potential refinancing or restructuring alternatives. Due to this expanded mandate, Mr. Haddon, who owned an immaterial amount of one series of the outstanding Notes, became an *ex officio* member of the Special Committee, Mr. Arsenault was appointed Chairperson and Anne E. Giardini was appointed as a member of the Special Committee.

From January 2016 through May 2016, the Special Committee held 13 meetings, often with presentations from financial advisors and counsel regarding the status of the various outreach efforts and consideration of the various strategic alternatives. Additionally, the Special Committee's chairperson had numerous conversations with counsel during this period, including with respect to fiduciary duties.

On January 10, 2016, the Thompson Creek Board and management again met with representatives of BMO Capital Markets and Moelis to discuss potential strategic alternatives. In considering conditionality, execution risk, and proposed value, the non-binding acquisition proposal received in late

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November from Party A was reviewed again and determined not to be pre-emptive to conducting a formal process. The Thompson Creek Board also discussed with BMO Capital Markets and Moelis the potential for commencing a formal process to identify and solicit prospective parties interested in an acquisition transaction, but at the time determined not to commence a formal process while still continuing to consider any inbound inquiries and continuing to evaluate refinancing and restructuring alternatives.

On January 14, 2016, Thompson Creek received notice from the NYSE that it had commenced proceedings to delist Thompson Creek's common shares from the NYSE due to the current price levels of the common shares. Trading in Thompson Creek's common shares on the NYSE was suspended on January 14, 2016. Thompson Creek's common shares began quotation on the OTCQX the following day and remained listed on the TSX.

From the time when the financial advisors were engaged in November 2015 through the February 11, 2016 Thompson Creek Board meeting, Thompson Creek's management and the financial advisors continued to analyze and assess market conditions, prepared financial/cash projections and a long-term corporate model, and organized and expanded the Thompson Creek data room for purposes of due diligence by third parties. Additionally, during this period, Thompson Creek and its advisors received a significant number of incoming inquiries from strategic and financial parties interested in engaging in a due diligence review of Thompson Creek in connection with a potential acquisition of Thompson Creek or certain of its assets and refinancing or restructuring the capital structure. In late January and early February 2016, Thompson Creek management and Moelis were notified that certain holders of Thompson Creek's 2018 and 2019 Notes and certain holders of Thompson Creek's 2017 Notes were forming *ad hoc* committees and engaging legal and financial advisors in preparation for potential negotiations with Thompson Creek regarding a restructuring transaction. Thompson Creek management, Moelis, and legal counsel began to negotiate confidentiality agreements and engagement agreements with the noteholders' legal counsel and financial advisors.

At a board meeting held on February 11, 2016, the Thompson Creek Board received a presentation from BMO Capital Markets and Moelis on the potential opportunities for the sale of Thompson Creek, and refinancing and restructuring alternatives, including the significant incoming acquisition interest. After full consideration and discussion regarding available and potentially available opportunities and alternatives to address the advancing maturities of the outstanding Notes, including the risks and merits of maintaining the status quo amid uncertainty with respect to a temporary or sustained recovery in metal prices, the high level of interest expressed by strategic and financial parties with respect to an acquisition transaction and recent improvements in the overall commodity market, the Thompson Creek Board decided to direct BMO Capital Markets to commence a formal process to identify and solicit prospective parties interested in a potential acquisition transaction, working in parallel with the formal solicitation from parties interested in a refinancing or restructuring transaction. At the board meeting, the Thompson Creek Board expanded the mandate of the Special Committee to include oversight of the formal process to identify and solicit prospective parties interested in a potential acquisition transaction involving Thompson Creek. Due to this expanded mandate, Ms. Giardini, who has a personal relationship with a senior executive of a company that would potentially be invited to participate in the strategic process, resigned from her membership on the Special Committee and was replaced by James L. Freer.

On February 16, 2016, Centerra's financial advisor contacted BMO Capital Markets and indicated that Centerra would like to sign a nondisclosure and standstill agreement and explore a potential transaction with Thompson Creek, which following negotiation, was subsequently executed on February 26, 2016.

On February 24, 2016, BMO Capital Markets began reaching out to 70 strategic and financial parties, including Party A and Centerra, who in their judgement might have the interest and ability to

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acquire Thompson Creek or all or substantially all of its assets. Fourteen of those parties (including consortiums and/or joint bidders) expressed interest in a potential transaction. Such parties executed nondisclosure and standstill agreements and were provided with access to extensive due diligence information. Parties were asked to submit initial non-binding proposals by April 18, 2016.

On February 28, 2016, Scott Perry, the Chief Executive Officer of Centerra, requested a meeting with Mr. Perron at the BMO Capital Markets Global Metals and Mining Conference in Florida. On March 15, 2016, at Centerra's request, Mr. Perron and Timothy Haddon, Chair of Thompson Creek's Board, met for dinner in Denver with Mr. Perry and Stephen Lang, the Chairman of Centerra's Board. At this time, Messrs. Perry and Lang expressed interest in a potential acquisition of Thompson Creek by Centerra. Messrs. Perron and Haddon indicated that Centerra needed to continue to participate in the process that BMO Capital Markets had established, with a non-binding proposal to be submitted by April 18, 2016.

In early March 2016, Thompson Creek management had entered into confidentiality agreements and engagement agreements with legal counsel and financial advisors to the *ad hoc* committees of the unsecured and secured noteholders. On March 7 and 8, 2016, management and Thompson Creek's legal advisors met in New York with Moelis, legal counsel and financial advisors to the *ad hoc* committees of the unsecured and secured noteholders, and certain noteholders to provide a management presentation. Additionally, on March 7, 2016, Moelis identified and began confidentially contacting third parties that might be interested in participating in a refinancing or restructuring transaction. Moelis targeted parties that had the financial capability to refinance and/or restructure all of Thompson Creek's outstanding Notes (a "holistic restructuring").

Moelis contacted a total of 39 parties, including 28 parties who expressed interest in a senior secured financing transaction and 11 parties interested in a holistic restructuring transaction. After discussions, six parties were interested in moving forward with the exploration of a refinancing and/or a holistic restructuring transaction, and four indicative term sheets were received. The Special Committee considered the term sheets on April, 18 2016 simultaneously with considering initial indications of interest from the acquisition process as discussed below. The Special Committee decided to make the refinancing and restructuring process a lower priority than the acquisition process because of the low value attributed to Thompson Creek shareholders in the indicative term sheets received.

On March 22, 2016, the Special Committee considered an initial term sheet received from the advisors to the *ad hoc* committee of the unsecured noteholders, which it determined provided too little value to Thompson Creek shareholders to further pursue.

On April 18, 2016, ten parties that participated in the acquisition process submitted non-binding proposals, including a proposal from Centerra and Party A. On April 25, 2016, the Thompson Creek Board met with its financial advisors and Canadian and U.S. legal counsel, Cassels Brock & Blackwell LLP ("Cassels") and Gibson Dunn & Crutcher LLP ("Gibson Dunn"), respectively, to review and consider the proposals and other potential strategic alternatives available to Thompson Creek on a go-forward basis, including an update on the progress of the refinancing and restructuring outreach. In addition, Cassels provided the Thompson Creek Board with advice regarding its fiduciary duties, supplementing advice provided on January 9, 2016 and January 10, 2016. After full discussion and consideration of all proposals, the Thompson Creek Board instructed BMO Capital Markets to invite six of the parties that submitted the most attractive proposals, as evaluated by the Thompson Creek Board on the basis of value, execution risk, and conditionality, to the second phase of the process. Party A was not invited to the second phase of the process because its valuation of Thompson Creek was not high enough. One of the parties that submitted an acquisition proposal was transferred to the refinancing and restructuring process ("Party B") because its acquisition bid was more akin to a holistic restructuring proposal and was thereafter dealt with as a holistic restructuring. In addition to Party B, there was one additional refinancing and restructuring proposal received. That additional proposal was

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determined not to be a holistic restructuring proposal as requested and the Thompson Creek Board determined not to pursue it further.

On April 26, 2016, the seven remaining bidders (including Party B) were informed of their entry into the second phase of the process, whereby they would be provided with access to a management presentation, site visits and Thompson Creek management and technical team members in order to further refine their bids. On May 30, 2016, the remaining bidders were provided with a draft form of the proposed definitive arrangement agreement, which agreement was to be marked with proposed changes by the bidders in connection with the submission of their final bid. A significant diligence review was completed by all seven parties during the second phase of the process, and five parties submitted final bids on June 13, 2016. Concurrently, Thompson Creek pursued potential opportunities to divest its molybdenum operations, to the extent such divestments were desired by any acquirer of Thompson Creek as a whole and to the extent it delivered additional value to Thompson Creek stakeholders.

On June 15, 2016, Thompson Creek's management met with its financial and legal advisors for a preliminary review of the final bids that had been received. The bid submitted by Centerra on June 13, 2016 provided for full cash payment of the 2017 Notes but proposed full payment of the 2018 and 2019 Notes by way of a combination of cash (approximately 85%) and Centerra common shares (approximately 15%). A significant concern expressed by Thompson Creek with respect to the Centerra proposal was that it did not propose to pay Thompson Creek's outstanding 2018 and 2019 Notes in full in cash, but rather required negotiations with the applicable noteholders and their approval of the transaction. Management and the advisors believed that if the 2018 and 2019 Notes were not repaid in full per the terms of their indentures, negotiation with, and approval by, the applicable noteholders could result in a significant delay or impediment to consummating a transaction and limited consideration to shareholders.

Therefore, in the June 15, 2016 meeting, following discussion with BMO Capital Markets about the possibility of achieving such an outcome, Thompson Creek management authorized BMO Capital Markets to explore the possibility of pursuing a bought deal equity financing for Centerra, whereby the equity offering proceeds would provide Centerra with sufficient cash to pay the 2018 and 2019 Notes in full rather than issuing Centerra common shares to such noteholders.

On June 16, 2016, Centerra submitted a revised proposal that provided for the repayment of all the Notes in full based upon the use of proceeds from the proposed equity financing.

On June 16, 2016, the Special Committee, together with Thompson Creek's financial advisors and Cassels and its U.S. legal advisors, Perkins Coie LLP ("Perkins") and Gibson Dunn, met to review and consider the final bids that had been received by the June 13, 2016 bid deadline. A detailed presentation was given by BMO Capital Markets and Moelis outlining the strategic process to date, as well as the terms of each proposal received, and details on the parties remaining in the process. In addition, the Special Committee received extensive advice from Cassels and Perkins with regards to the material legal considerations with respect to each of the various proposals, including process and scope, execution risks, geopolitical risks, and fiduciary duties applicable to review and consideration of the various options and implementation of a potential transaction. Following these presentations, the Special Committee discussed and analyzed in detail the terms of each proposal. Of the proposals received, Thompson Creek and its advisors identified the two leading proposals in terms of valuation of Thompson Creek, conditionality and execution risk, including an acquisition proposal from Centerra and a proposal from Party B that proposed a holistic restructuring.

The Special Committee met again on June 17, 2016 with its financial and legal advisors. It received additional information with respect to the leading proposals from Centerra and Party B, including memoranda prepared by its advisors with respect to the significant terms and risks of the proposals from each of Centerra and Party B. At the June 17, 2016 Special Committee meeting, BMO Capital

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Markets informed the Special Committee that in an effort to address the concern about noteholder negotiations adding conditionality to the transaction, its liability committee had approved entering into a bought deal equity financing with Centerra, so long as Centerra's financial advisor, Credit Suisse, would commit to participate in such a deal on an equivalent basis. This bought deal equity financing would provide Centerra with sufficient cash to pay the 2018 and 2019 Notes in full in cash rather than issuing Centerra common shares to such noteholders. The bought deal proposal eliminated the need for negotiations with the holders of the 2018 and 2019 Notes and their approval of the proposed Centerra transaction and therefore eliminated one of the execution risks in consummating the proposed transaction.

Prior to making a decision on its recommendation to the Thompson Creek Board, the Special Committee instructed BMO Capital Markets and Moelis to approach Centerra and Party B again to try and solicit more favorable terms, with final bids to be submitted on June 19, 2016. In response, Centerra submitted an increased offer that provided a 10% increase in equity value to Thompson Creek shareholders resulting in an exchange ratio of 0.0988 of a Centerra common share for each Thompson Creek common share. Party B also submitted an amended proposal, which did not increase the total value, but did reallocate value between the shareholders and noteholders. The amended proposal increased the cash consideration to be provided by Party B through increasing the percentage of the equity Party B would own in Thompson Creek.

The Special Committee met with BMO Capital Markets, Moelis, Cassels and Perkins on June 19, 2016 to receive an update on the follow up discussions with Centerra and Party B, and to receive a presentation on the significant terms and conditions of their revised proposals. BMO Capital Markets also confirmed that Credit Suisse had agreed to commit to its portion of the bought deal equity financing, and that as part of Centerra's revised proposal, all of Thompson Creek's outstanding Notes would be paid in full in cash in accordance with their terms. Following such update and review of the analysis of each proposal from BMO Capital Markets and Moelis, the Special Committee extensively discussed the benefits and drawbacks of each proposal, as well as the execution risks associated with each.

The Special Committee determined that Centerra's revised bid provided the highest value bid with the least conditionality and lowest execution risk of the two bids provided by Centerra and Party B. It was also the only bid that provided for full cash payoff of the Notes with value remaining to Thompson Creek shareholders. The Special Committee also considered the risks related to the impact to the value of Centerra common shares offered as consideration due to the uncertainty in Centerra's current operations resulting from matters relating to the Kyrgyz Republic.

In addition, during discussions between Thompson Creek and Centerra, as well as between its advisors, Thompson Creek was advised that, prior to entering into a non-disclosure and standstill agreement with Thompson Creek in February 2016, Centerra had engaged in substantive discussions with Royal Gold regarding potential amendments to the Gold Stream Arrangement (as defined in "The Arrangement Agreement Letter of Intent with Royal Gold"), and had in fact agreed in principle on the terms of such amendments. The Special Committee considered the potential upside available in Centerra's common share consideration due to amendments of the Gold Stream Arrangement, which it believed may assist the Mount Milligan Mine becoming, in the near- and medium-term, a mine that generates the majority of its revenue from gold, with the benefit of a copper by-product credit.

Party B's recapitalization proposal, while relatively high in value compared to the other bids received, would be complex in execution, lower in value than Centerra's bid, and significantly lower than Centerra's bid in the amount of cash offered to the noteholders. Party B was also a state owned enterprise. Its initial proposal provided for an ownership of 51% of Thompson Creek's common shares and an ownership of 70% in its revised bid. This structure would result in current Thompson Creek shareholders and noteholders owning a minority interest in a post-closing state owned enterprise, which

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the Thompson Creek Board deemed undesirable. Party B's bid also raised significant regulatory complexity and execution risk as a state owned enterprise. In addition, Party B's proposal would require negotiation with and approval by the noteholders, which would introduce additional execution risk, potential delays and possible failure of consummating the transaction.

After determining that the Centerra proposal was the best available option for all of Thompson Creek's stakeholders, due to the superior aggregate value, the greater likelihood of closing, the payoff of the Notes in full and the premium exchange ratio offered to shareholders, the Special Committee then unanimously resolved to recommend to the Thompson Creek Board that it approve engaging exclusively with Centerra to attempt to reach a definitive agreement with Centerra for the acquisition of Thompson Creek.

Each of the Special Committee and the Thompson Creek Board subsequently met on June 20, 2016. BMO Capital Markets and Moelis made the presentation that they had previously made to the Special Committee to the Thompson Creek Board, including updates for the revised proposals from Centerra and Party B. The Thompson Creek Board asked extensive questions of the Special Committee members, BMO Capital Markets, Moelis, Cassels and Perkins to understand the process that had been undertaken and the terms, their fiduciary duties and the risks of each proposal. Cassels advised the Thompson Creek Board on its fiduciary duties, and Cassels and Perkins discussed the recommended approach to due diligence, including process and scope, with respect to the reverse due diligence obligations in connection with any potential transaction that involved the receipt of Centerra common shares by Thompson Creek shareholders. In addition, Cassels and Perkins provided a detailed analysis of the significant legal terms and conditions for the proposals from each of Centerra and Party B, as well as the material legal and execution risks, and a summary of process and actions items that result from each proposal.

Following these presentations, Mr. Arsenault discussed with the Thompson Creek Board the recommendation of the Special Committee that the Centerra proposal be advanced. This was followed by a detailed strategic discussion amongst the Thompson Creek Board, led by Mr. Haddon, including potential alternatives, timing, and benefits and risks of each bid, including the items noted above that were considered by the Special Committee. The Thompson Creek Board asked BMO Capital Markets to reach out to one of the five parties that submitted a final bid in the strategic process, which party was deemed by the Thompson Creek Board as having the lowest risk with respect to execution of a transaction ("Party C"), to determine whether Party C could improve its bid, as the implied value of its final bid submitted on June 13, 2016 was lower than the bids submitted by Centerra and Party B.

After this discussion among the members of the Thompson Creek Board, Thompson Creek management and financial and legal advisors, followed by an executive session of the Thompson Creek Board without members of management present, the Thompson Creek Board determined that, if an improved bid could not be obtained from Party C, proceeding to exclusive negotiations with Centerra through June 30, 2016 in order to finalize negotiations on definitive documentation was in the best interests of Thompson Creek and its shareholders. Ms. Giardini did not participate in the meeting or the vote. Mr. Perron abstained from the vote to avoid any appearance of a conflict of interest because Party B had indicated that it desired to keep current management of Thompson Creek following its proposed restructuring transaction.

On June 21, 2016, BMO Capital Markets contacted the financial advisors to Party C, as directed by the Thompson Creek Board, and learned that Party C would not submit a revised bid.

On June 23, 2016, Thompson Creek entered into an exclusivity agreement with Centerra wherein Thompson Creek agreed to negotiate exclusively with Centerra until June 30, 2016. Thompson Creek was required to cease communications with any other third party at this time, including Party B. On June 28, 2016, Thompson Creek and Centerra amended the exclusivity agreement to extend the period during which Thompson Creek would negotiate exclusively with Centerra until July 7, 2016.



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During the period from June 23 through July 5, 2016, Thompson Creek management, BMO Capital Markets and Thompson Creek's legal counsel engaged in further discussions with management of Centerra and representatives of its financial advisor and its legal counsel in an effort to negotiate the terms and conditions of the Arrangement Agreement and ancillary documents. During this period, multiple drafts of the Arrangement Agreement, voting and support agreements and other ancillary documents were exchanged and negotiated and due diligence continued by each of Centerra and Thompson Creek and their respective representatives.

Meanwhile, Thompson Creek understood that Centerra was concurrently negotiating its agreement with BMO Capital Markets, Credit Suisse (Canada) and Scotia Capital Inc. regarding the Centerra Equity Financing, The Bank of Nova Scotia with respect to the Centerra Debt Financing and Royal Gold regarding a binding commitment letter with Royal Gold in respect of the amendments to the Gold Stream Arrangement.

On June 29, 2016, members of Thompson Creek's management, including Mr. Perron, and the members of the Thompson Creek Board (excluding Ms. Giardini), including the Special Committee, met with members of Centerra's management team in Denver, Colorado, with the due diligence objective of fully understanding the risks associated with the Kumtor Project and the Kyrgyz Republic, Centerra's strategic plans and development projects, and its financial situation after the proposed transaction is consummated.

On July 4, 2016, members of Thompson Creek's management participated in a Centerra due diligence call conducted by the underwriters' counsel for the Centerra Equity Financing as further due diligence conducted by Thompson Creek. On July 5, 2016, members of Thompson Creek's management also participated in the bring-down due diligence call conducted by the underwriter's counsel for the Centerra Equity Financing as final due diligence before the Arrangement was announced.

On July 5, 2016, the Thompson Creek Board (excluding Ms. Giardini) met to receive the report of the Special Committee and to receive advice from its legal and financial advisors regarding the terms of and entry into the Arrangement Agreement. BMO Capital Markets presented its oral opinion and delivered its written opinion (the "Opinion") that, as of the date of such Opinion, and based upon and subject to the assumptions, limitations and qualifications set forth therein, the Exchange Ratio pursuant to the Arrangement was fair, from a financial point of view, to the Thompson Creek shareholders. Cassels reviewed in detail the terms of the Arrangement Agreement and ancillary agreements. The Special Committee then met to consider the Arrangement with Centerra and unanimously agreed to recommend to the Thompson Creek Board approval of the Arrangement Agreement and the transactions contemplated thereby.

The Thompson Creek Board then reconvened its meeting. Based on the advice of its legal and financial advisors, the unanimous recommendation of the Special Committee, and its own assessment of the transaction and the interests of Thompson Creek shareholders, the Thompson Creek Board (i) determined that the transaction and the Arrangement Agreement are fair to Thompson Creek's shareholders and in the best interests of Thompson Creek, (ii) approved Thompson Creek entering into the Arrangement Agreement, and (iii) recommended that Thompson Creek shareholders vote in favor of the Arrangement. In addition, after discussion and recommendation from the Special Committee, the Thompson Creek Board determined to nominate Mr. Perron to the Centerra board of directors following the consummation of the Arrangement. Ms. Giardini did not participate in this board meeting or vote.

On July 5, 2016, Thompson Creek and Centerra entered into the Arrangement Agreement and then publicly announced by joint press release the execution of the Arrangement Agreement and ancillary documents.

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**Recommendation of the Thompson Creek Board of Directors**

The Thompson Creek Board, after consultation with its financial and legal advisors and having taken into account the Opinion and such other matters as it considered necessary and relevant, including the factors set out below under the heading "*The Arrangement Reasons for the Arrangement*" and upon the unanimous recommendation of the Special Committee, has determined that the Arrangement is in the best interests of Thompson Creek and is fair to Thompson Creek shareholders. **Accordingly, the Thompson Creek Board recommends that Thompson Creek shareholders vote "FOR" the Arrangement Resolution.**

All of the directors and executive officers of Thompson Creek intend to vote "FOR" the Arrangement Resolution and certain of the directors and officers have agreed to vote all of their Thompson Creek common shares in favor of the Arrangement Resolution, subject to the terms of the Arrangement Agreement and the voting and support agreements entered into with such directors and executive officers.

**Reasons for the Arrangement**

The Special Committee and the Thompson Creek Board reviewed and considered a significant amount of information and considered a number of factors relating to the Arrangement with the benefit of advice from Thompson Creek's senior management and its financial and legal advisors. The following is a summary of the principal reasons for the conclusion of the Special Committee and the Thompson Creek Board that the Arrangement is in the best interests of Thompson Creek and is fair to Thompson Creek shareholders, the determination of the Thompson Creek Board to approve the Arrangement and to authorize its submission to the Thompson Creek shareholders and to the Court for approval, and the recommendation of the Thompson Creek Board that Thompson Creek shareholders vote "**FOR**" the Arrangement Resolution:

**High Debt and Difficult Commodity Price Environment.** Thompson Creek incurred significant debt in connection with the development of the Mount Milligan Mine and such debt would need to be refinanced in order for Thompson Creek to remain a going concern through 2017 due to its projected inability to repay the 2017 Notes at maturity given the difficult commodity price environment. The price of Thompson Creek's debt and equity securities prior to announcement of the Arrangement reflected investor concerns about its inability to repay its debt. The Arrangement provides for repayment in full of the Notes, a significant premium to Thompson Creek shareholders and removal of execution risk, commodity price uncertainty and bankruptcy risk in which noteholders may have received less than full value of their Notes and Thompson Creek shareholders may have received no value.

**Significant Premium.** The Exchange Ratio implies consideration of C\$0.79 per Thompson Creek common share based on the closing price of the Centerra common shares on the TSX on July 4, 2016, the last trading day on the TSX prior to announcement of the Arrangement Agreement, representing a 32% premium to the closing price of Thompson Creek common shares on the TSX on July 4, 2016. The Exchange Ratio implies a 33% premium to Thompson Creek common shares based on the 20-day volume weighted-average prices of Thompson Creek and Centerra common shares on the TSX for the period ended July 4, 2016.

**Repayment of Notes.** The Centerra bid was the only proposal received that provided for repayment of the Notes in full in accordance with their terms with additional consideration remaining for Thompson Creek shareholders. This eliminated the need to negotiate separately with noteholders or to obtain the consent of the noteholders to a sale process, paid the noteholders in full, provided value to the shareholders and in turn eliminated a significant execution risk associated with all other proposals. Failure to repay the noteholders in full would

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have presented a significant possibility that the noteholders would challenge, prevent or delay a transaction that provided any value to Thompson Creek shareholders.

**Continued Upside Participation by Thompson Creek Shareholders.** Thompson Creek shareholders, through their 8% ownership of Centerra following the Arrangement shares following consummation of the Arrangement, will continue to participate in the value and any upside associated with the exploration, development and operation of the Thompson Creek mines while also having exposure to the Centerra properties.

**Re-Rating Potential.** Thus far in 2016, Centerra's common share price has underperformed its relevant gold intermediate peers, and Thompson Creek's share price has been constrained by Thompson Creek's leverage levels. The parties believe that Centerra, following the Arrangement, should have significant potential for a re-rating of its shares given the diversified geopolitical risk portfolio, strengthened balance sheet, a modification of the Royal Gold stream to unlock gold revenue at the Mount Milligan Mine, and growth opportunities through Centerra's development projects.

**Liquidity of Consideration.** The Centerra common shares are highly liquid, having traded an average of \$8 million per day over the last twelve months, and as such, the aggregate Arrangement Consideration in aggregate represents approximately 17 days of trading.

**Robust and Extensive Process.** The Arrangement is the result of an active and extensive review process conducted under the supervision of the Special Committee and the Thompson Creek Board, which received advice from experienced financial advisors and legal counsel throughout the course of the process. The strategic review included public announcement of the consideration of a sale transaction and the consideration of a number of strategic alternatives resulting in the undertaking of a multi-track formal auction process in which over 100 qualified strategic and financial parties were invited to participate. As part of this formal process, 20 parties entered into confidentiality agreements and were provided with access to certain confidential financial, legal and technical information regarding Thompson Creek.

**Review of Strategic Alternatives.** After consultation with its financial advisors and legal counsel, and after review of the other strategic opportunities reasonably available to Thompson Creek, including continuing to operate as an independent company, which would likely have included a standalone restructuring, in each case taking into account the potential benefits, risks and uncertainties associated with those other opportunities, the Thompson Creek Board believes that the Arrangement represents Thompson Creek's best and most certain prospect for maximizing shareholder value in a volatile and unpredictable financial and economic environment.

**Negotiated Transaction.** The Arrangement Agreement is the result of an arm's length negotiation process through a competitive auction process and includes terms and conditions that are reasonable in the judgment of the Special Committee and the Thompson Creek Board.

**Fairness Opinion.** BMO Capital Markets, financial advisor to Thompson Creek, provided the Opinion that, as of the date thereof, based upon and subject to the assumptions, limitations and qualifications set out therein, the Exchange Ratio under the Arrangement is fair, from a financial point of view, to the Thompson Creek shareholders.

**Ability to Respond to Unsolicited Superior Proposals.** Under the terms of the Arrangement Agreement, the Thompson Creek Board is able to respond to any unsolicited bona fide written proposal that, having regard for all of its terms, and conditions of such proposal, if consummated in accordance with its terms, may lead to a Superior Proposal.

**Shareholder Approval.** The Arrangement must be approved by at least two-thirds of the votes cast on the Arrangement Resolution at the Special Meeting by Thompson Creek shareholders present in person or by proxy and entitled to vote at the Special Meeting.

**Regulatory Approval.** The Arrangement must be approved by the Court, which will consider, among other things, the substantive and procedural fairness and reasonableness of the Arrangement to Thompson Creek shareholders. The Arrangement Agreement also contains a condition precedent that all Key Regulatory Approvals shall be obtained prior to closing.

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**Dissent Rights.** The terms of the Interim Order and the Plan of Arrangement provide that any registered shareholder of Thompson Creek common shares who oppose the Arrangement may, upon compliance with certain conditions, exercise Dissent Rights and, if ultimately successful, receive the fair value of the Notice Shares in accordance with the Arrangement.

The Thompson Creek Board and Special Committee also considered certain potentially negative factors in its deliberations concerning the Arrangement, including but not limited to the following:

the fact that because the Arrangement Consideration to Thompson Creek shareholders is a fixed Exchange Ratio of a Centerra common share to Thompson Creek common shares, Thompson Creek shareholders could be adversely affected by a decrease in the trading price of Centerra common shares during the pendency of the Arrangement and the fact that the Arrangement Agreement does not provide Thompson Creek with a price-based termination right or other similar protection. The Thompson Creek Board determined that this structure was appropriate and the risk acceptable in view of factors such as the Thompson Creek Board's review of the relative intrinsic values and potential financial performance of the combined company, as well the opportunity Thompson Creek shareholders have as a result of the fixed Exchange Ratio to benefit from any increase in the trading price of Centerra common shares between the announcement and completion of the Arrangement;

the risk that the potential benefits of the Arrangement will not be realized or will not be realized within the expected time period;

the risks and challenges associated with the integration by Centerra of Thompson Creek's businesses, operations and workforce;

the risks and contingencies relating to the announcement and pendency of the Arrangement and the risks and costs to Thompson Creek if the closing of the Arrangement is not timely or if the Arrangement does not close at all, including the need to subsequently restructure the Notes, relationships with employees and third parties and the effect a public announcement of termination of the Arrangement Agreement may have on the trading price of Thompson Creek's common shares;

the risk that Centerra's share price could be impacted following the announcement and closing of the Arrangement, including risk related to the Krygyz Republic (see "Risk Factors Risks Related to Centerra" beginning on page 28 of this proxy statement);

the risks associated with various provisions of the Arrangement Agreement, including:

the requirement that Thompson Creek conduct its business only in the ordinary course prior to the completion of the Arrangement and subject to specified restrictions on the conduct of its business without Centerra's consent, which might delay or prevent Thompson Creek from undertaking certain business opportunities that might arise pending completion of the Arrangement;

the limited ability of Thompson Creek to terminate the Arrangement Agreement upon the receipt of certain bids to acquire Thompson Creek from a third party and that Thompson Creek must pay to Centerra termination fee of \$35 million if the Arrangement Agreement is terminated under certain circumstances, which might discourage other parties potentially interested in an acquisition of Thompson Creek from pursuing that opportunity. The Thompson Creek Board, after consultation with its legal and financial advisors, believed that coupled with the full marketing of Thompson Creek to the most likely buyers, the termination fee payable by Thompson Creek in such circumstances, as a percentage of the enterprise value of the transaction, would not materially impede the ability of a third party



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to make a superior bid to acquire Thompson Creek if such third party were interested in doing so;

Centerra's ability to terminate the Arrangement Agreement if either of the Centerra Equity Financing or Centerra Debt Financing is terminated; and

the risk of diverting Thompson Creek's management focus, employee attention and resources from other strategic opportunities and from operational matters while working to complete the Arrangement; and

the risks described in the section entitled "Risk Factors" beginning on page 23 of this proxy statement.

The Thompson Creek Board also considered a variety of risks and other potentially negative factors concerning the Arrangement. The foregoing summary of the information considered by the Thompson Creek Board is not, and is not intended to be, exhaustive. In view of the wide variety of factors and information considered in connection with its evaluation of the Arrangement, the Thompson Creek Board did not find it practicable to, and therefore did not, quantify or otherwise attempt to assign any relative weight to each specific factor or item of information considered in reaching their conclusions and recommendations. In addition, individual members of the Thompson Creek Board may have given different weights to different factors or items of information.

**Opinion of BMO Capital Markets**

Thompson Creek engaged BMO Capital Markets to act as financial advisor in connection with the Arrangement and, if requested, to render an opinion, as investment bankers, as to the fairness, from a financial point of view to the Thompson Creek shareholders, of the Exchange Ratio pursuant to the Arrangement.

On July 5, 2016, BMO Capital Markets rendered its oral opinion and delivered the Opinion to the Thompson Creek Board that, as of such date and based upon and subject to the assumptions, limitations and qualifications stated in its Opinion, the Exchange Ratio, of 0.0988 of a Centerra common share in exchange for each Thompson Creek common share, pursuant to the Arrangement, was fair, from a financial point of view, to the Thompson Creek shareholders.

**The full text of BMO Capital Markets' Opinion, dated July 5, 2016, which sets forth the assumptions made, procedures followed, matters considered, qualifications and limitations on the scope of review undertaken by BMO Capital Markets in rendering its Opinion, is attached as Annex C to this proxy statement. You should read the Opinion in its entirety for a discussion of, among other things, the scope of the review undertaken and the assumptions made, procedures followed, matters considered and qualifications and limitations upon the review undertaken by BMO Capital Markets in connection with its Opinion. We encourage you to read the Opinion carefully and in its entirety. This summary is qualified in its entirety by reference to the full text of the Opinion. BMO Capital Markets' Opinion was provided to the Thompson Creek Board for its use only in considering the Arrangement and does not constitute a recommendation as to how any Thompson Creek shareholder should vote or act on any matter relating to the Arrangement.**

In connection with rendering its Opinion, BMO Capital Markets reviewed and considered, and where BMO Capital Markets deemed appropriate, relied upon, or carried out, among other things, the following:

a draft of the Arrangement Agreement to be executed between Thompson Creek and Centerra;

a draft of the voting and support agreements between Centerra and certain directors and officers of Thompson Creek;

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a draft of the commitment letter and term sheet between Centerra and BNS in relation to a \$75 million senior secured revolving credit facility and a \$250 million senior secured amortizing non-revolving term credit facility in connection with the Arrangement;

a draft of Centerra's prospectus in relation to a C\$195 million Centerra Equity Financing (including the exercise of the overallotment option) in connection with the Arrangement;

certain publicly available information relating to the business, operations, financial condition and trading history of Thompson Creek, Centerra and other selected public issuers BMO Capital Markets considered relevant;

certain internal financial, operating, corporate and other information prepared or provided by or on behalf Thompson Creek and Centerra, relating to the business, operations and financial condition of Thompson Creek and Centerra;

internal management forecasts, projections, estimates (including internal estimates of resource and reserve additions) and budgets prepared or provided by or on behalf of Thompson Creek;

discussions with management of Thompson Creek and Centerra relating to their respective current businesses, plans, financial condition and prospects;

public information with respect to selected precedent transactions BMO Capital Markets considered relevant;

the impact of various commodity pricing assumptions on the business, prospects and financial forecasts of Thompson Creek;

various reports published by equity research analysts and industry sources BMO Capital Markets considered relevant;

a letter of representation as to certain factual matters and the completeness and accuracy of certain information upon which BMO Capital Markets' Opinion is based, addressed to BMO Capital Markets and dated as of July 5, 2016, provided by senior officers of Thompson Creek; and

such other information, investigations, analyses and discussions as BMO Capital Markets considered necessary or appropriate in the circumstances.

In arriving at its Opinion, BMO Capital Markets relied upon and assumed, without assuming any obligation for independent verification, the completeness, accuracy and fair presentation of all financial and other information obtained by BMO Capital Markets from public sources or provided to BMO Capital Markets, by or on behalf of, Thompson Creek or Centerra or otherwise obtained by BMO Capital Markets in connection with its engagement. BMO Capital Markets assumed that all forecasts, projections, estimates and budgets provided to BMO Capital Markets were reasonably prepared on bases reflecting the best currently available assumptions, estimates and judgements of management of Thompson Creek. BMO Capital Markets was not provided with financial projections relating to Centerra prepared by the management of Centerra. Accordingly, BMO Capital Markets was advised by Centerra, and assumed, with the consent of Thompson Creek, that the publicly available equity research analyst estimates of the net present value of mining assets relating to Centerra were a reasonable basis upon which to evaluate the net present value of the future financial performance of Centerra and BMO Capital Markets relied on such estimates in performing its analysis. In arriving at its Opinion, BMO Capital Markets assumed no responsibility for and expressed no view or opinion as to any such estimates or the assumptions on which they were based.



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BMO Capital Markets was not asked to, and did not, prepare an independent evaluation, formal valuation or appraisal of the securities or assets of Thompson Creek, Centerra or any of their respective affiliates, nor was BMO Capital Markets provided with any such evaluations, valuations or

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appraisals. BMO Capital Markets did not conduct any physical inspection of the properties or facilities of Thompson Creek or Centerra. Furthermore, BMO Capital Markets' Opinion does not address the solvency or fair value of Thompson Creek or Centerra under any applicable laws relating to bankruptcy or insolvency. BMO Capital Markets' Opinion should not be construed as advice as to the price at which the securities of Thompson Creek or Centerra may trade at any time and does not address any legal, tax or regulatory aspects of the Arrangement.

At the direction of Thompson Creek, BMO Capital Markets solicited indications of interest from certain third parties with respect to various potential transactions involving Thompson Creek. BMO Capital Markets' Opinion does not address the relative merits of the Arrangement as compared to any strategic alternatives that may be available to Thompson Creek, nor does it address the underlying business decision of Thompson Creek to enter into the Arrangement. BMO Capital Markets assumed that the Arrangement would be consummated in accordance with the terms and conditions of the Arrangement Agreement without waiver of, or amendment to, any term or condition that was in any way material to our analyses.

BMO Capital Markets' Opinion does not constitute a recommendation as to any action by the Thompson Creek Board or any Thompson Creek shareholder should take in connection with the Arrangement or any aspect thereof and is not a recommendation to any person on how to vote with respect to the Arrangement Resolution or any other matter to be voted on by the Thompson Creek shareholders. BMO Capital Markets' Opinion addresses only the fairness from a financial point of view to the Thompson Creek shareholders, as of the date of the Opinion, of the Exchange Ratio pursuant to the Arrangement. BMO Capital Markets' Opinion expresses no opinion on, and does not in any manner address, any other term or aspect of the Arrangement or the Arrangement Agreement or any term or aspect of any other agreement or instrument contemplated by the Arrangement Agreement or entered into or amended in connection with the Arrangement, including, without limitation, the fairness of the Arrangement to, or any consideration received in connection therewith by, the holders of any other class of securities, creditors, or other constituencies of Thompson Creek. Furthermore, BMO Capital Markets' Opinion expresses no opinion on, and does not in any manner address, the fairness of the amount or nature of any compensation to be paid to any officers, directors, or employees of any party to the Arrangement, or any class of such persons, in connection with the Arrangement, whether relative to the Exchange Ratio pursuant to the Arrangement or otherwise.

BMO Capital Markets' Opinion was rendered on the basis of securities markets, economic, financial and general business conditions as in effect on, and the information made available to it as of, the date of the Opinion, and BMO Capital Markets assumes no responsibility for updating, revising or reaffirming its Opinion based on circumstances, developments or events occurring after the date of the Opinion.

**Summary of Financial Analysis**

The following is a summary of the material financial analyses presented by BMO Capital Markets to the Thompson Creek Board in connection with rendering the Opinion described above. The following summary, however, does not purport to be a complete description of the financial analyses performed by BMO Capital Markets, nor does the order of analyses described represent the relative importance or weight given to those analyses by BMO Capital Markets. Some of the summaries of the financial analysis include information presented in tabular format. The tables must be read together with the full text of each summary and are alone not a complete description of BMO Capital Markets' financial analyses. Except as otherwise noted, the following quantitative information, to the extent that it is based on market data, is based on market data as it existed on or before July 4, 2016, the last full trading day before the meeting of the Thompson Creek Board to consider and approve the Arrangement, and is not necessarily indicative of current market conditions. In performing its analyses, BMO Capital Markets made numerous assumptions with respect to industry performance, general

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business and economic conditions and other matters, many of which are beyond the control of Thompson Creek, Centerra or any other parties to the Arrangement. None of Thompson Creek, Centerra, BMO Capital Markets or any other person assumes responsibility if future results are materially different from those discussed. Any estimates contained in these analyses are not necessarily indicative of actual values or predictive of future results or values, which may be significantly more or less favorable than as set forth below. In addition, analyses relating to the value of the businesses do not purport to be appraisals or reflect the prices at which the businesses may actually be sold.

On July 5, 2016, Thompson Creek and Centerra entered into the Arrangement Agreement pursuant to which each Thompson Creek common share, other than shares held by Thompson Creek shareholders exercising dissent rights, would be exchanged for 0.0988 of a Centerra common share. Based on the closing price on the TSX of Centerra common shares on July 4, 2016, this exchange ratio represented an implied price per Thompson Creek common share of C\$0.79.

**Historical Trading Price Analysis**

BMO Capital Markets reviewed the historical intraday trading prices for Thompson Creek common shares and Centerra common shares for the 52-week period ending on July 4, 2016. For the period reviewed, BMO Capital Markets observed the following ranges of high and low closing prices:

Period	Centerra Gold Range of Intraday Prices	Thompson Creek Range of Intraday Prices
July 5, 2015 - July 4, 2016	C\$5.51 - C\$8.67	C\$0.16 - C\$0.95

BMO Capital Markets calculated the implied exchange ratio based on the low and high trading prices in the table above to be C\$0.029 and C\$0.110 respectively, during the 52-week period ended July 4, 2016.

**Historical Exchange Ratio Analysis**

BMO Capital Markets reviewed the daily historical closing trading prices of Thompson Creek common shares and Centerra common shares for the 52-week period ending on July 4, 2016. BMO Capital Markets analyzed the ratio of the daily closing price of Thompson Creek common shares divided by Centerra common shares and observed the following implied exchange ratio ranges over the various periods ending July 4, 2016 in the table below:

Period Ending July 04, 2016	Range of Implied Exchange Ratios	Average Implied Exchange Ratio
Last 30 Trading Days	0.064x - 0.075x	0.072x
Last 90 Trading Days	0.048x - 0.082x	0.061x
Last 6 Months	0.029x - 0.082x	0.054x
Last 1 Year	0.029x - 0.114x	0.060x

**Equity Research Analyst Target Price Analysis**

BMO Capital Markets reviewed and analyzed publicly available target prices for Thompson Creek common shares and Centerra common shares prepared and published by selected equity research analysts. These forward target prices reflect each analyst's estimate of the future public market trading price of Thompson Creek common shares and Centerra common shares and do not necessarily reflect current market trading prices for Thompson Creek common shares or Centerra common shares. These estimates are subject to uncertainties, including the future financial performance of Thompson Creek and Centerra, and future financial market conditions.

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The range of analyst target prices for Thompson Creek common shares was C\$0.01 to C\$0.50 per share as of July 4, 2016. The range of analyst target prices for Centerra common shares was C\$6.00 to C\$10.00 per share as of July 4, 2016. BMO Capital Markets calculated the implied exchange ratio based on the low and high analyst target prices above to be 0.002x and 0.050x.

**Comparable Companies Analysis**

In order to assess how the public market values shares of similar publicly traded companies, BMO Capital Markets reviewed and compared specific financial and operating data relating to Thompson Creek and Centerra with selected companies that BMO Capital Markets, based on its experience in the metals and mining industry, deemed comparable to Thompson Creek and Centerra.

With respect to Thompson Creek, the selected comparable companies were:

Capstone Mining Corp.

Copper Mountain Mining Corp.

Hudbay Minerals Inc.

Lundin Mining Corp.

OZ Minerals Limited

Sandfire Resources NL

Sherritt International Corp.

Sierra Metals Inc.

Taseko Mines Limited

Western Areas Limited

With respect to Centerra, the selected comparable companies were:

Acacia Mining plc

Alacer Gold Corp.

Alamos Gold Inc.

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Asanko Gold Inc.

B2Gold Corp.

Detour Gold Corp.

Dundee Precious Metals Inc.

Eldorado Gold Corp.

IAMGOLD Corp.

Kirkland Lake Gold Inc.

New Gold Inc.

OceanaGold Corp.

Tahoe Resources Inc.

BMO Capital Markets primarily analyzed the multiple of enterprise value to net present value of mining assets, based on the median of equity research analyst estimates of the net present value of

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mining assets as at July 4, 2016. BMO Capital Markets calculated the range and median of multiples observed and selected a representative multiple range for each of Thompson Creek and Centerra which was then applied to the net present value of mining assets (based on the median of equity research analyst estimates of the net present value of mining assets as at July 4, 2016) to calculate an estimated enterprise value range. The net present value of mining assets utilized by BMO Capital Markets for Thompson Creek was \$986 million. The net present value of mining assets utilized by BMO Capital Markets for Centerra was \$1,426 million. An implied value per share range was calculated for each of Thompson Creek and Centerra by adjusting the enterprise values calculated for their respective balance sheets and fully diluted shares outstanding. The results from the comparable companies analysis are summarized below:

Enterprise Value to Net Present Value of Mining Assets	Low	High	Median	Representative Company Range
Thompson Creek Comparable Companies	0.68x	1.13x	0.85x	0.75x - 0.90x
Centerra Gold Comparable Companies	0.86x	1.74x	1.39x	0.85x - 1.15x

Based on the representative company range for Thompson Creek, the comparable company analysis resulted in an implied value per Thompson Creek common share of not meaningful (i.e. negative) to C\$0.83. Based on the representative company range for Centerra, the comparable company analysis resulted in an implied value per Centerra Gold common share of C\$8.57 to C\$10.77. BMO Capital Markets calculated the implied exchange ratio based on the low and high implied values per share above to be not meaningful (i.e. negative) and 0.077x.

No company utilized in the comparable public companies analysis is identical to Thompson Creek or Centerra. Accordingly, an analysis of the results of the foregoing necessarily involves complex considerations and judgements concerning the difference in financial and operating characteristics of Thompson Creek and Centerra and other factors that could affect the trading value of the companies to which they are being compared.

### Relative Contribution Analysis

BMO Capital Markets reviewed and analyzed the relative equity contribution of Thompson Creek and Centerra, respectively, to the pro forma company based on selected metrics including production, net present value of mining assets and EBITDA. The analysis did not account for any potential synergies. The analysis did account for the Centerra Equity Financing.

The relative equity contribution was calculated by multiplying each company's respective relative percentage contribution to each selected metric by the sum of each company's enterprise value (assuming no premium), as of July 4, 2016, and adjusting for each company's respective balance sheet. The results from the relative contribution analysis are summarized below:

	Case			Relative Equity Contribution				Implied Exch. Ratio
	Centerra Gold	Thompson Creek		Centerra Gold	Thompson Creek	Centerra Gold	Thompson Creek	
2016E Production	Street	Street	(koz AuEq)	506	361	97%	3%	0.032x
2016E Production	Street	Model	(koz AuEq)	506	375	96%	4%	0.045x
NPV of Mining Assets	Street	Street	(US\$ mm)	\$ 1,426	\$ 986	98%	2%	0.022x
NPV of Mining Assets	Street	Model @ 12%	(US\$ mm)	\$ 1,426	\$ 925	100%	0%	0.001x
NPV of Mining Assets	Street	Model @ 15%	(US\$ mm)	\$ 1,426	\$ 830	103%	(3)%	nmf
2016E EBITDA	Street	Street	(US\$ mm)	\$ 332	\$ 116	115%	(15)%	nmf
2016E EBITDA	Street	Model	(US\$ mm)	\$ 332	\$ 126	113%	(13)%	nmf
2017E EBITDA	Street	Street	(US\$ mm)	\$ 353	\$ 168	108%	(8)%	nmf
2017E EBITDA	Street	Model	(US\$ mm)	\$ 353	\$ 300	93%	7%	0.095x

Table of Contents**Net Asset Value Analysis**

BMO Capital Markets performed a net asset value analysis to determine a range of implied values per share for Thompson Creek common shares. The net asset value analysis was comprised of: (a) a discounted cash flow analysis for mining assets and corporate costs where financial forecasts could reasonably be estimated by management of Thompson Creek; (b) a nominal carrying value assigned to early-stage mining assets where financial forecasts could not be reasonably estimated by management of Thompson Creek; and (c) the book value of cash and other current assets less the book value of debt and other current liabilities as of March 31, 2016.

The discounted cash flow analysis was based on projected unlevered, after-tax free cash flows from the time period beginning March 31, 2016 and discounted back to that date. The unlevered, after-tax free cash flows were projected based on assumptions and estimates provided by management of Thompson Creek. Costs and capital expenditures which were projected in Canadian dollars were converted to U.S. dollar terms at forecasted USD/CAD exchange rates. The present value of the projected unlevered, after-tax free cash flows was determined using a range of discount rates from 12.0% to 15.0%, reflecting an estimate of the weighted average cost of capital for Thompson Creek. The weighted-average cost of capital was calculated using a cost of equity (derived using the capital asset pricing model) and after-tax cost of debt (based on the risk-free rate of return and an appropriate borrowing spread to reflect credit risk), based on an assumed optimal capital. The assumed optimal capital structure was determined using a review of the capital structures of comparable companies and the relative risks inherent in Thompson Creek's business.

BMO Capital Markets conducted the net asset value analysis using spot commodity prices and spot USD/CAD exchange rates as per Bloomberg on July 4, 2016. The resulting commodity prices and USD/CAD exchange rate were as follows:

<b>Spot Assumptions</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020+</b>
Copper (US\$ / lb)	\$ 2.23	\$ 2.23	\$ 2.23	\$ 2.23	\$ 2.23
Gold (US\$ / oz)	\$ 1,342	\$ 1,342	\$ 1,342	\$ 1,342	\$ 1,342
Silver (US\$ / oz)	\$ 20.31	\$ 20.31	\$ 20.31	\$ 20.31	\$ 20.31
USD / CAD	1.284x	1.284x	1.284x	1.284x	1.284x

To calculate implied values per share, BMO Capital Markets adjusted the enterprise values resulting from the net asset value analysis for Thompson Creek's balance sheet and fully diluted shares outstanding. The implied values per share were converted from U.S. dollars to Canadian dollars at the spot USD/CAD exchange rate as per Bloomberg as at July 4, 2016. The analysis yielded the following implied value per share ranges for Thompson Creek:

	<b>12.0% WACC</b>	<b>15.0% WACC</b>
Implied Value per Share (C\$)	\$ 1.04	\$ 0.50

**Precedent Transactions Analysis**

BMO Capital Markets reviewed the purchase prices and financial multiples paid in selected precedent transactions that BMO Capital Markets, based on its experience in the metals and mining industry, deemed relevant.

BMO Capital Markets primarily analyzed the multiple of enterprise value to net present value of mining assets based on the median of equity research analyst estimates of the net present value of mining assets as at the date of each precedent transaction. BMO Capital Markets analyzed these multiples for selected transactions since 2011 in which the target companies were mining companies with similar asset characteristics and risk profiles to Thompson Creek.

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The selected precedent transactions were:

<b>Date Announced</b>	<b>Acquirer</b>	<b>Target</b>
9-May-16	China Moly	Tenke Fungurume (Freeport)
15-Feb-16	Sumitomo	Morenci (Freeport)
24-Aug-15	Audley/Orion	AA Norte (Anglo American)
30-Jul-15	Antofagasta	Zaldivar (Barrick)
8-May-15	Guangdong Rising	PanAust
6-Oct-14	Lundin	Candelaria (Freeport)
8-Jul-14	Boliden	Outokumpu (Altona Mining)
21-Aug-13	Shanxi Donghui	Inova Resources
29-Jul-13	China Moly	Northparkes (Rio Tinto)
28-Apr-13	Capstone Mining	Pinto Valley (BHP)
28-Nov-12	First Quantum	Inmet
6-Dec-11	KGHM Polska	Quadra FNX
17-Nov-11	Trafigura	Iberian
29-Sep-11	Minmetals	Anvil
5-Jul-11	Jinchuan	Metorex
25-Apr-11	Barrick Gold	Equinox Minerals

BMO Capital Markets calculated the range and median of multiples observed and selected a representative transaction multiple range which was then applied to Thompson Creek's net present value of mining assets (based on the median of equity research analyst estimates of the net present value of mining assets as of July 4, 2016) to calculate an estimated enterprise value range. An implied value per share range was calculated by adjusting the enterprise values calculated for Thompson Creek's balance sheet and fully diluted shares outstanding. The results from the precedent transactions analysis are summarized below:

	<b>Low</b>	<b>High</b>	<b>Median</b>	<b>Representative Transaction Range</b>
Enterprise Value to Net Present Value of Mining Assets	0.59x	1.49x	1.07x	0.80x - 1.10x

Based on the representative transaction range, the analysis resulted in an implied value per Thompson Creek common share of C\$0.27 to C\$1.94.

No company or transaction utilized in the precedent transactions analysis is identical to Thompson Creek, Centerra or the Arrangement. Accordingly, an analysis of the results of the foregoing necessarily involves complex considerations and judgements concerning the difference in financial and operating characteristics of Thompson Creek and Centerra, the Arrangement and other factors that could affect the trading value and aggregate transaction values of the companies and transactions to which they are being compared.

### **Transaction Premiums Analysis**

BMO Capital Markets reviewed the premiums paid in selected precedent transactions that BMO Capital Markets, based on its experience in the metals and mining industry, deemed relevant.

In connection with its analysis, BMO Capital Markets analyzed the premium paid relative to each target's closing share price as of the following periods: (a) one trading day prior to announcement; (ii) one week prior to announcement; and (iii) one month prior to announcement. BMO Capital Markets analyzed these premiums for selected transactions since 2011 in which the target companies were mining companies with producing assets.



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The selected transactions were:

<b>Date Announced</b>	<b>Acquirer</b>	<b>Target</b>
16-Nov-15	Kirkland Lake Gold	St Andrew Goldfields
6-Oct-15	Sibanye	Aquarius Platinum
27-Jul-15	First Majestic	Silvercrest
8-May-15	Guangdong Rising	PanAust
9-Feb-15	Tahoe Resources	Rio Alto
4-Jun-14	Mandalay	Elgin
16-Apr-14	Agnico / Yamana	Osisko
16-Dec-13	Primero	Brigus
4-Mar-13	Hecla	Aurizon
28-Nov-12	First Quantum	Inmet
19-Sep-12	B2Gold	CGA Mining
7-Aug-12	Endeavour Mining	Avion Gold
13-Jul-12	Weather II	La Mancha
7-Jun-12	RX Exploration	US Silver & Gold
3-Apr-12	Zijin Mining	Norton Gold Fields
3-Apr-12	First Majestic	Silvertex Resources
23-Jan-12	Pan American Silver	Minefinders
23-Jan-12	Luxor	Crocodile Gold
6-Dec-11	KGHM Polska	Quadra FNX
17-Nov-11	Trafigura	Iberian
29-Sep-11	Minmetals	Anvil
5-Jul-11	Jinchuan	Metorex
15-Jun-11	Nyrstar	Breakwater
25-Apr-11	Barrick Gold	Equinox Minerals

BMO Capital Markets calculated the range and median of premiums observed and selected a representative premium range which was then applied to Thompson Creek's common share price on the relevant date to calculate an implied value per share range. The results from the transaction premiums analysis are summarized below:

	<b>Low</b>	<b>High</b>	<b>Median</b>	<b>Representative Premium Range</b>
Premium to 1 Trading Day Prior to Announcement	20.1%	85.0%	41.8%	30.0% - 50.0%
Premium to 1 Week Prior to Announcement	11.9%	92.0%	46.9%	30.0% - 50.0%
Premium to 1 Month Prior to Announcement	2.0%	86.5%	41.6%	30.0% - 50.0%

Based on the representative premium range, the analysis resulted in an implied value per Thompson Creek common share of C\$0.65 to C\$0.90.

No company or transaction utilized in the transaction premiums analysis is identical to Thompson Creek, Centerra or the Arrangement. Accordingly, an analysis of the results of the foregoing necessarily involves complex considerations and judgements concerning the difference in financial and operating characteristics of Thompson Creek and Centerra, the Arrangement and other factors that could affect the trading value and aggregate transaction values of the companies and transactions to which they are being compared.

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**Other Considerations**

In addition to the quantitative analyses described above, BMO Capital Markets considered certain other factors including the following:

*Description of Sale Process:* BMO Capital Markets conducted a global marketing effort to seek an acquirer for Thompson Creek, in which 70 parties (including Centerra) were contacted. Fourteen parties (including Centerra) signed confidentiality agreements and were provided with confidential information regarding Thompson Creek and engaged in discussions with BMO Capital Markets and the management of Thompson Creek. Ten parties (including Centerra) submitted non-binding proposals in May 2016. Six of these parties (including Centerra) were provided the opportunity to conduct additional detailed due diligence including receiving presentations from the management of Thompson Creek and site tours to Thompson Creek's assets and all of those parties were invited to submit final bids for an acquisition of Thompson Creek. The consideration provided by Centerra under the Arrangement represents the highest value bid for Thompson Creek presented during the sale process described above.

*Description of Thompson Creek Financial Situation:* Absent consummation of the Arrangement as contemplated or a significant increase in commodity prices, Thompson Creek is likely to face significant financial challenges. Thompson Creek currently has the Notes outstanding, being \$316 million of secured notes due in 2017, \$334 million of unsecured notes due in 2018 and \$183 million of unsecured notes due in 2019. As at March 31, 2016 Thompson Creek's cash balance was \$139 million. Based on discussions with management of Thompson Creek (and absent a significant increase in commodity prices), BMO Capital Markets understand that Thompson Creek's internally generated cash flow and cash on hand are not expected to be sufficient to repay the secured and unsecured notes referenced above when they come due. In BMO Capital Markets' judgment, based on its experience in the capital markets, Thompson Creek has limited access to external sources of capital to repay the Notes when they come due.

**General**

In connection with rendering its Opinion, BMO Capital Markets performed certain financial, comparative and other analyses as summarized above. In arriving at its Opinion, BMO Capital Markets did not ascribe a specific range of values to the common shares of Thompson Creek but rather made its determination as to the fairness, from a financial point of view, of the Exchange Ratio pursuant to the Arrangement to the Thompson Creek shareholders on the basis of various financial and comparative analyses. The preparation of a fairness opinion is a complex process and involves various determinations as to the most appropriate and relevant methods of financial and comparative analysis and the application of those methods to the particular circumstances. Therefore, a fairness opinion is not readily susceptible to summary description.

In arriving at its Opinion, BMO Capital Markets did not attribute any particular weight to any single analysis or factor considered by it but rather made qualitative judgements as to the significance and relevance of each analysis and factor relative to all other analyses and factors performed and considered by it and in the context of the circumstances of the particular transaction. Accordingly, BMO Capital Markets believes that its analyses must be considered as a whole, as considering any portion of such analyses and factors, without considering all analyses and factors as a whole, could create a misleading or incomplete view of the process underlying its Opinion.

The Exchange Ratio pursuant to the Arrangement was determined by Thompson Creek and Centerra through arm's length negotiations between Thompson Creek and Centerra and was approved by the Thompson Creek Board. BMO Capital Markets acted as financial advisor to Thompson Creek and the Thompson Creek Board during these negotiations but did not recommend any specific

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exchange ratio to Thompson Creek or the Thompson Creek Board or opine that any specific exchange ratio constituted the only appropriate exchange ratio for the transaction.

The Thompson Creek Board retained BMO Capital Markets based on BMO Capital Markets' qualifications, experience and expertise. BMO Capital Markets is one of North America's largest investment banking firms, with operations in all facets of corporate and government finance, mergers and acquisitions, equity and fixed income sales and trading, investment research and investment management. BMO Capital Markets has been a financial advisor in a significant number of transactions throughout North America involving public and private companies in various industry sectors and has extensive experience in preparing fairness opinions. BMO Capital Markets' Opinion was approved for release by a committee of its officers who are collectively experienced in merger and acquisition, divestiture, restructuring, valuation, fairness opinion and capital markets matters. Under the terms of its engagement letter with Thompson Creek, BMO Capital Markets provided Thompson Creek and the Thompson Creek Board with various advisory services in connection with the Arrangement, including the provision of its Opinion. BMO Capital Markets will receive a transaction fee in connection with the Arrangement in an amount equal to approximately \$11 million, of which approximately \$10 million is contingent upon the successful completion of the Arrangement, approximately \$770,000 is related to ongoing work fees which are not contingent upon successful completion of the Arrangement and \$250,000 is related to the rendering of the Opinion. Thompson Creek has also agreed to reimburse BMO Capital Markets for reasonable out-of-pocket expenses and to indemnify BMO Capital Markets against certain liabilities that might arise out of its engagement. In the past two years prior to the date of its Opinion, BMO Capital Markets and its affiliates had not been engaged within the past two years to provide any financial advisory services or participate in any financings involving Thompson Creek, Centerra or any of their respective associates or affiliates, other than (i) acting as financial advisor to Thompson Creek and the Thompson Creek Board in connection with the engagement described above; and (ii) acting as lead joint bookrunner in connection with the Centerra Equity Financing, for a fee of approximately C\$3 million which is contingent upon the successful completion of the Centerra Equity Financing (which itself is contingent upon the successful completion of the Arrangement). BMO Capital Markets and certain of its affiliates act as traders and dealers, both as principal and agent, in major financial markets and, as such, may have had and may in the future have positions in securities of Thompson Creek, Centerra or any of their respective associates or affiliates and, from time to time, may have executed or may execute transactions on behalf of such persons for which BMO Capital Markets or such affiliates received or may receive compensation. As investment dealers, BMO Capital Markets and certain of our affiliates conduct research on securities and may, in the ordinary course of business, provide research reports and investment advice on investment matters, including with respect to one or more of Thompson Creek, Centerra or any of their respective associates or affiliates or the Arrangement.

**Certain Unaudited Prospective Financial Information of Thompson Creek**

Thompson Creek as a matter of course does not make public long-term projections as to its future earnings, earnings before interest, taxes, depreciation and amortization ("EBITDA"), unlevered free cash flow or other results (other than guidance for its next fiscal year with regard to production, cash costs on a by-product basis and capital expenditures) because of, among other reasons, the uncertainty of the underlying assumptions and estimates. However, Thompson Creek is including the following summary of the unaudited prospective financial and operating information solely because that information was made available to the Board, Centerra and to BMO Capital Markets. The prospective financial information was not prepared with a view toward public disclosure or with a view toward complying with the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial data, published guidelines of the SEC regarding forward-looking statements or GAAP. The below information is being included in this proxy statement to give Thompson Creek's shareholders access to non-public information that was provided to the

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Board, Centerra and BMO Capital Markets in the course of evaluating the proposed Arrangement, and is not intended to influence your decision whether to vote for adoption of the Arrangement Resolution or any other proposal at the Special Meeting. In addition, the inclusion of the below information should not be regarded as an indication that any of Thompson Creek, Centerra or BMO Capital Markets or any other recipient of this information considered or now considers it to be necessarily predictive of actual future results.

The unaudited prospective financial and operating information prepared by management of Thompson Creek was, in general, prepared solely for Thompson Creek's internal use and is subjective in many respects. While presented with numerical specificity, the financial projections by Thompson Creek are based upon a variety of estimates and assumptions relating to the business of Thompson Creek and to commodity prices that are inherently uncertain, though considered reasonable by Thompson Creek's management as of the date of their preparation. There can be no assurance that the prospective results will be realized or that actual results will not be significantly higher or lower than estimated. Because the unaudited prospective financial and operating information covers multiple years, that information by its nature becomes less predictive with each successive year. Thompson Creek urges shareholders to review its SEC filings for a description of risk factors with respect to its businesses, as well as the section of this proxy statement titled "Risk Factors" beginning on page 23. See also "Cautionary Statement Regarding Forward-Looking Statements" above and "Where You Can Find More Information" beginning on page 270.

Because the unaudited prospective financial information was developed on a stand-alone basis without giving effect to the Arrangement, the unaudited prospective financial information do not give effect to the Arrangement or any changes to Thompson Creek's or Centerra's operations or strategy that may be implemented after the completion of the Arrangement, including any potential synergies realized as a result of the Arrangement, or to any costs related to, or that may arise in connection with, the Arrangement.

All of the financial forecasts summarized below were prepared by the management of Thompson Creek. KPMG LLP, Thompson Creek's independent registered public accounting firm, has not examined, compiled or otherwise performed any procedures with respect to the unaudited prospective financial information and, accordingly, KPMG LLP has not expressed any opinion or given any other form of assurance with respect thereto and they assume no responsibility for the prospective financial information. The reports of KPMG LLP included in documents incorporated by reference into this proxy statement relate to the historical financial information of Thompson Creek. Such reports do not extend to the unaudited prospective financial information and should not be read to do so.

Readers of this proxy statement should not place undue reliance on these unaudited financial projections.

**THE BELOW UNAUDITED PROSPECTIVE FINANCIAL INFORMATION DOES NOT REPRESENT PROJECTIONS, BUT RATHER POTENTIAL SCENARIOS BASED ON VARYING DEGREES OF SUCCESS. ACCORDINGLY, RESULTS ARE DEPENDENT ON THE OUTCOME OF FUTURE COMMODITY PRICES, FOREIGN EXCHANGE RATES, PRODUCTION, SALES, OPERATING COSTS, CAPITAL EXPENDITURES AND OTHER ACTIVITIES, WHICH ARE SUBJECT TO SIGNIFICANT RISK AND UNCERTAINTY. EXCEPT AS MAY BE REQUIRED BY LAW, THOMPSON CREEK DOES NOT INTEND TO UPDATE OR REVISE THE FINANCIAL PROJECTIONS TO REFLECT CIRCUMSTANCES EXISTING AFTER THE DATE THEY WERE PREPARED OR TO REFLECT THE OCCURRENCE OF FUTURE EVENTS, EVEN IN THE EVENT THAT SOME OR ALL OF THE ASSUMPTIONS ARE DETERMINED TO BE INACCURATE OR ERRONEOUS.**

As referred to below, EBITDA represents earnings before interest, taxes, depreciation and amortization. Unlevered free cash flow is defined as EBITDA less capital expenditures, plus or minus

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changes in working capital, without regard to any interest or principal payments on Thompson Creek's debt. EBITDA and unlevered free cash flow are financial measures not defined under U.S. GAAP, and as a result, they should not be considered in isolation or as a substitute for net income, operating income, cash flows from operating activities or any other measure of financial performance presented in accordance with GAAP or as a measure of Thompson Creek's profitability or liquidity. Because EBITDA and unlevered free cash flow exclude some, but not all, items that affect net income or cash flows, these measures may vary among companies. The EBITDA and unlevered free cash flow data presented below may not be comparable to similarly titled measures of other companies. Thompson Creek's management believes that EBITDA and unlevered free cash flow are meaningful measures to investors and provides additional information about their ability to meet future liquidity requirements for debt service, capital expenditures and working capital. In addition, Thompson Creek's management believes that EBITDA and unlevered free cash flow are useful comparative measures of operating performance.

The following is summary unaudited information provided by Thompson Creek management to Centerra, BMO Capital Markets and the Thompson Creek Board:

	2016E	2017E	2018E - 2050E
	("E" refers to estimated)		
Copper Price (\$/lb)	\$ 2.23	\$ 2.23	\$ 2.23
Gold Price (\$/oz)	\$ 1,342	\$ 1,342	\$ 1,342
Copper Sales (Mlbs)	71	76	1,566
Gold Sales Attributable (koz)	119	172	1,622
Gold Sales Stream (koz)	131	188	1,757
EBITDA (\$ million)	\$ 126	\$ 300	\$ 2,206
Unlevered Free Cash Flow (\$ million)	\$ 65	\$ 201	\$ 1,396

In preparing the unaudited prospective financial information summarized above, Thompson Creek management made the following material assumptions, which may or may not prove to be accurate:

Spot prices as of July 4, 2016 of \$1,342 per ounce for gold, \$2.23 per pound for copper;

Copper and gold production and by-product cash costs for 2016 were in line with public guidance issued on May 4, 2016 with copper production being at the high end of the range, gold production being at the low end of the range and by-product cash costs in the middle of the range;

Net capital expenditures, plus or minus changes in working capital, of \$30 million for 2016 and \$40 million for 2017;

Foreign exchange rate as of July 4, 2016 of US\$1.00 = C\$1.28.

**Principal Steps to the Arrangement**

The following discussion summarizes the material terms of the proposed Arrangement and does not purport to be complete and is qualified in its entirety by reference to the Plan of Arrangement and Arrangement Agreement. Thompson Creek shareholders should read the Arrangement Agreement, which is attached as Annex A to this proxy statement, and the Plan of Arrangement, which is attached as Schedule A to the Arrangement Agreement, each in its entirety as they are the legal documents that govern the Arrangement.

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Pursuant to the Plan of Arrangement, at the Effective Time, each of the following events will occur in the order set out below:

1. Each Thompson Creek Option will be exchanged for a Centerra Replacement Option to purchase from Centerra the number of Centerra common shares equal to: (A) 0.0988, multiplied by (B) the number of Thompson Creek common shares subject to such Thompson Creek Option immediately prior to the Effective Time. Such Centerra Replacement Option shall provide for an exercise price per Centerra common share equal to (Y) the exercise price per Thompson Creek common share otherwise purchasable pursuant to such Thompson Creek Option immediately prior to the Effective Time, divided by (Z) 0.0988.
2. The vesting of each Thompson Creek performance share unit ("Thompson Creek PSU") will be accelerated and the holder will receive the number of Thompson Creek PSUs assuming target performance as set out in his or her agreement; each Thompson Creek PSU will be surrendered by the Thompson Creek PSU holder for one Thompson Creek common share less any amounts withheld subject to the terms of the Arrangement Agreement.
3. The vesting of each Thompson Creek restricted share unit ("Thompson Creek RSU") will be accelerated and each Thompson Creek RSU will be surrendered by the Thompson Creek RSU holder for one Thompson Creek common share less any amounts withheld subject to the terms of the Arrangement Agreement.
4. Each Thompson Creek common share held by a dissenting Thompson Creek shareholder shall be deemed to be transferred to Thompson Creek and Thompson Creek will be obliged to pay the amount determined under the Arrangement.
5. Each issued Thompson Creek common share held by a former Thompson Creek shareholder (other than a dissenting Thompson Creek shareholder or Centerra or any subsidiary of Centerra) shall be transferred to Centerra in exchange for the Arrangement Consideration.
6. All Thompson Creek common shares, each of which is now held by Centerra, will be contributed by Centerra to Centerra Holdco in consideration for a corresponding number of common shares in the capital of Centerra Holdco.

### **Treatment of Thompson Creek Options**

Subject to the terms and conditions of the Arrangement Agreement and pursuant to the Plan of Arrangement, each Thompson Creek Option will be exchanged for a Centerra Replacement Option to purchase from Centerra the number of Centerra common shares equal to: (A) 0.0988, multiplied by (B) the number of Thompson Creek common shares subject to such Thompson Creek Option immediately prior to the Effective Time. Such Centerra Replacement Option shall provide for an exercise price per Centerra common share equal to (Y) the exercise price per Thompson Creek common shares otherwise purchasable pursuant to such Thompson Creek Option immediately prior to the Effective Time, divided by (Z) 0.0988. All terms and conditions of a Centerra Replacement Option, including the term to expiry, conditions to and manner of exercising, will be the same as the Thompson Creek Option for which it was exchanged, and shall be governed by the terms of the Long Term Incentive Plan and any document evidencing a Thompson Creek Option shall thereafter evidence and be deemed to evidence such Centerra Replacement Option. It is intended that subsection 7(1.4) of the Tax Act apply to such exchange of Thompson Creek Options. Accordingly, and notwithstanding the foregoing, if required, the exercise price of a Centerra Replacement Option will be increased such that the aggregate In-The-Money-Amount of the Centerra Replacement Option does not exceed the In-The-Money-Amount of the Thompson Creek Option immediately before the exchange.

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**Treatment of Thompson Creek PSUs**

Pursuant to the Arrangement, the vesting of each Thompson Creek PSU will be accelerated and the holder will receive the number of Thompson Creek PSUs assuming target performance as set out in his or her agreement. Pursuant to the Plan of Arrangement, each Thompson Creek PSU will be surrendered by the Thompson Creek PSU holder for one Thompson Creek common share less any shares withheld for purposes of income tax liabilities pursuant to the Plan of Arrangement, which Thompson Creek common shares will participate in the Arrangement and be exchanged for Centerra common shares.

**Treatment of Thompson Creek RSUs**

Pursuant to the Arrangement, the vesting of each Thompson Creek RSU will be accelerated and each Thompson Creek RSU will be surrendered by the Thompson Creek RSU holder for one Thompson Creek common share less any shares withheld for purposes of income tax liabilities, which Thompson Creek common shares will participate in the Arrangement and be exchanged for Centerra common shares.

**Approval of Arrangement Resolution**

At the Special Meeting, the Thompson Creek shareholders will be asked to approve the Arrangement Resolution, the full text of which is set out in Annex B to this proxy statement. In order for the Arrangement to become effective, as provided in the Interim Order and by the BCBCA, the Arrangement Resolution must be approved by at least two thirds of the votes cast on the Arrangement Resolution by Thompson Creek shareholders, present in person or by proxy at the Special Meeting. **Should Thompson Creek shareholders fail to approve the Arrangement Resolution by the requisite two thirds of votes cast, the Arrangement will not be completed.**

**The Thompson Creek Board has approved the terms of the Arrangement Agreement and the Arrangement and recommends that the Thompson Creek shareholders vote "FOR" the Arrangement Resolution. See "The Arrangement Recommendation of the Thompson Creek Board of Directors" above.**

**THE THOMPSON CREEK BOARD RECOMMENDS THAT SHAREHOLDERS  
VOTE FOR THE APPROVAL OF THE ARRANGEMENT RESOLUTION.**

**Completion of the Arrangement**

Subject to the provisions of the Arrangement Agreement, the Arrangement will become effective at 12:01 a.m. (Vancouver time) on the Effective Date, being the date upon which all of the conditions to completion of the Arrangement as set out in the Arrangement Agreement have been satisfied or waived in accordance with the Arrangement Agreement, all documents agreed to be delivered thereunder have been delivered to the satisfaction of the recipient, acting reasonably, and the filings required under the BCBCA have been filed with the Registrar. Completion of the Arrangement is expected to occur on or about [ • ], 2016; however, it is possible that completion may be delayed beyond this date if the conditions to completion of the Arrangement cannot be met on a timely basis, but in no event shall completion of the Arrangement occur later than the October 31, 2016 (the "Outside Date"), unless extended by mutual agreement of the parties or otherwise in accordance with the terms of the Arrangement Agreement.

**Procedure for Exchange of Thompson Creek Common Shares**

CST Trust Company is acting as depositary under the Arrangement (the "Depositary"). The Depositary will receive deposits of certificates representing Thompson Creek common shares and a

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properly completed and duly executed letter of transmittal (the "Letter of Transmittal") and such other documents as the Depository may reasonably request, at the office specified in the Letter of Transmittal and will be responsible for delivering the Arrangement Consideration to which Thompson Creek shareholders are entitled to under the Arrangement.

On or around the date on which the Arrangement is completed, Centerra will send out separate materials, including the Letter of Transmittal, to each registered shareholder of Thompson Creek. The Letter of Transmittal is only for use by registered shareholders of Thompson Creek and is not to be used by non-registered shareholders. In order to receive the appropriate number of Centerra common shares that such new registered shareholder is entitled to receive pursuant to the Arrangement, he, she or it must deposit the certificate(s) representing his, her or its Thompson Creek common shares with the Depository along with a properly completed and duly executed Letter of Transmittal.

Thompson Creek PSUs and Thompson Creek RSUs outstanding at the Effective Time will be surrendered and disposed of for payment of Thompson Creek common shares at the Effective Time. Such holders of Thompson Creek PSUs and Thompson Creek RSUs will not receive certificates representing such Thompson Creek common shares and will not be required to deliver any such certificates or a Letter of Transmittal to the Depository in order to receive the Centerra common shares they are entitled to pursuant to the Arrangement.

The exchange of Thompson Creek common shares for the Arrangement Consideration in respect of non-registered shareholders of Thompson Creek common shares is expected to be made with the non-registered shareholders' nominee (broker, bank, custodian, nominee or other intermediary) account through the procedures in place for such purposes between CDS & Co. (or Cede & Co., in the case of some Thompson Creek shareholders) and such nominee. Non-registered shareholders should contact their nominee if they have any questions regarding this process and to arrange for their nominee to complete the necessary steps to ensure that they receive the Centerra common shares in respect of their Thompson Creek common shares.

Registered shareholders of Thompson Creek common shares are requested to tender to the Depository any certificate(s) representing their Thompson Creek common shares along with the properly completed and duly executed Letter of Transmittal. As soon as practicable following the Effective Date, the Depository will forward to each registered shareholder of Thompson Creek common shares that submitted a properly completed and duly executed Letter of Transmittal to the Depository, together with the certificate(s) representing the Thompson Creek common shares held by such Thompson Creek shareholder immediately prior to the Effective Date, the certificate(s) representing the Centerra common shares to which the registered shareholder is entitled under the Arrangement, to be sent to or at the direction of such Thompson Creek shareholder. Certificate(s) representing the Centerra common shares will be registered in such name or names as directed in the Letter of Transmittal and will be either (i) sent to the address or addresses as such Thompson Creek shareholder directed in their Letter of Transmittal or (ii) made available for pick up at the office of the Depository in accordance with the instructions of the former Thompson Creek shareholder in the Letter of Transmittal.

A registered shareholder of Thompson Creek common shares may take delivery of the certificate(s) representing the Centerra common shares to which such Thompson Creek shareholder is entitled pursuant to the Arrangement, by delivering the certificate(s) representing Thompson Creek common shares formerly held by it to the Depository at the office indicated in the Letter of Transmittal at any time prior to the sixth anniversary of the Effective Date. Such certificate(s) must be accompanied by a properly completed and duly executed Letter of Transmittal, together with such other documents as the Depository may require. Certificate(s) representing the Centerra common shares will be registered in such name or names as directed in the Letter of Transmittal and will be either (i) sent to the address or addresses as such Thompson Creek shareholder directed in its Letter of Transmittal or (ii) made available for pick up at the office of the Depository in accordance with the instructions of the registered shareholder in the Letter of Transmittal, as soon as practicable after receipt by the Depository of the required documents.



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If any certificate, which immediately before the Effective Time represented one or more outstanding Thompson Creek common shares in respect of which the holder was entitled to receive Centerra common shares pursuant to the Arrangement, is lost, stolen or destroyed, upon the making of an affidavit or statutory declaration of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary will deliver in exchange for such lost, stolen or destroyed certificate, a certificate representing Centerra common shares to which such record Thompson Creek shareholder is entitled pursuant to the Arrangement. When authorizing delivery of the certificate(s) representing Centerra common shares that a former Thompson Creek shareholder is entitled to receive in exchange for any lost, stolen or destroyed certificate, such former holders to whom a certificate(s) is to be delivered will be required, as a condition precedent to the delivery thereof, to give a bond satisfactory to Centerra, Thompson Creek and the Depositary in such amount as Centerra, Thompson Creek and the Depositary may direct or otherwise indemnify Centerra, Thompson Creek and the Depositary in a manner satisfactory to them, against any claim that may be made against one or all of them with respect to the certificate alleged to have been lost, stolen or destroyed.

A registered Thompson Creek shareholder must deliver to the Depositary at the office listed in the Letter of Transmittal:

- (a) the certificate(s) representing their Thompson Creek common shares;
- (b) a Letter of Transmittal, or a manually executed photocopy thereof, properly completed and duly executed as required by the instructions set out in the Letter of Transmittal; and
- (c) any other relevant documents required by the instructions set out in the Letter of Transmittal.

Except as otherwise provided in the instructions to the Letter of Transmittal, the signature on the Letter of Transmittal must be guaranteed by an Eligible Institution. If a Letter of Transmittal is executed by a person other than the registered shareholder of the certificate(s) deposited therewith, the certificate(s) must be endorsed or be accompanied by an appropriate share transfer power of attorney duly and properly completed by the registered holder, with the signature on the endorsement panel, or securities transfer power of attorney guaranteed by an Eligible Institution.

The method of delivery of certificates representing Thompson Creek common shares and all other required documents is at the option and risk of the person depositing the same. Thompson Creek recommends that such documents be delivered by hand to the Depositary and a receipt obtained or, if mailed, that registered mail with return receipt requested be used and that appropriate insurance be obtained.

**Mail Services Interruption**

Notwithstanding the provisions of the Arrangement, this proxy statement and the Letter of Transmittal, certificates representing Centerra common shares in payment for Thompson Creek common shares deposited pursuant to the Arrangement and any certificate(s) representing Thompson Creek common shares to be returned will not be mailed if Centerra determines that delivery thereof by mail may be delayed.

Persons entitled to certificates and other relevant documents which are not mailed for the foregoing reason may take delivery thereof at the office of the Depositary at which the deposited certificate(s) representing Thompson Creek common shares in respect of which Centerra common shares are being issued were originally deposited upon application to the Depositary until such time as Centerra has determined that delivery by mail will no longer be delayed.

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**No Fractional Shares to be Issued**

Following the Effective Time, if the aggregate number of Centerra common shares to which a Thompson Creek shareholder would otherwise be entitled would include a fractional share, then the number of Centerra common shares that such former Thompson Creek shareholder is entitled to receive shall be rounded down to the next whole number and no former Thompson Creek shareholder will be entitled to any compensation in respect of such fractional Centerra common share.

**Withholding Rights**

Thompson Creek, Centerra and the Depositary will be entitled to deduct and withhold from any consideration otherwise payable to any Thompson Creek shareholder, holder of Thompson Creek Options, holder of Thompson Creek PSUs or holder of Thompson Creek RSUs under the Plan of Arrangement (including any payment to dissenting Thompson Creek shareholders) such amounts as Thompson Creek, Centerra or the Depositary is required to deduct and withhold with respect to such payment under the Tax Act, the U.S. Tax Code, and the rules and regulations promulgated thereunder, or any provision of any provincial, state, local or foreign tax law as counsel may advise is required to be so deducted and withheld by Thompson Creek, Centerra or the Depositary, as the case may be. All such withheld amounts will be treated as having been paid to the person in respect of which such deduction and withholding was made on account of the obligation to make payment to such person under the Plan of Arrangement, provided that such deducted or withheld amounts are actually remitted to the appropriate governmental authority by or on behalf of Thompson Creek, Centerra or the Depositary, as the case may be. To the extent necessary, each of Thompson Creek, Centerra and the Depositary is authorized to sell or otherwise dispose of such portion of Centerra common shares payable as Arrangement Consideration as is necessary to provide sufficient funds to Thompson Creek, Centerra or the Depositary, as the case may be, to enable it to implement such deduction or withholding, and Thompson Creek, Centerra or the Depositary will notify the holder thereof and remit to the holder any unapplied balance of the net proceeds of such sale.

**Treatment of Dividends**

No dividends or other distributions declared or made after the Effective Date with respect to the Centerra common shares with a record date on or after the Effective Date will be payable or paid to the holder of any un-surrendered certificates representing Thompson Creek common shares which, immediately prior to the Effective Date, represented outstanding Thompson Creek common shares, until the surrender of certificates for Thompson Creek common shares in exchange for the Arrangement Consideration issuable therefor pursuant to the terms of the Plan of Arrangement. Subject to applicable law and to Section 4.4 of the Plan of Arrangement, at the time of such surrender, there shall, in addition to the delivery of Arrangement Consideration to which such Thompson Creek shareholder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such Centerra common shares. For greater certainty, no holder of Thompson Creek common shares will be entitled to receive any interest, dividends, premium or other payment in connection therewith, other than any declared but unpaid dividends.

**Cancellation of Rights after Six Years**

**If any former Thompson Creek shareholder fails to deliver to the Depositary the certificate(s), documents or instruments required to be delivered to the Depositary in order for such former Thompson Creek shareholder to receive the Arrangement Consideration which such former holder is entitled pursuant to the Arrangement to receive on or before the sixth anniversary of the Effective Date, on the sixth anniversary of the Effective Date (i) such former holder will be deemed to have donated and forfeited to Centerra or its successors, any Arrangement Consideration held by the**

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**Depository in trust for such former holder to which such former holder is entitled and (ii) any certificate(s) representing Thompson Creek common shares formerly held by such former holder will cease to represent a claim of any nature whatsoever and will be deemed to have been surrendered to Centerra and will be cancelled.** None of Thompson Creek or Centerra, or any of their respective successors, will be liable to any person in respect of any Arrangement Consideration (including any consideration previously held by the Depository in trust for any such former holder) which is forfeited to Thompson Creek or Centerra or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law. **Accordingly, former Thompson Creek shareholders who deposit with the Depository certificates representing Thompson Creek common shares after the sixth anniversary of the Effective Date will not receive Centerra common shares or any other consideration in exchange therefor and will not own any interest in Thompson Creek or Centerra, and will not be paid any compensation.**

**Effects of the Arrangement on Thompson Creek Shareholder Rights**

The rights of Thompson Creek shareholders are currently governed by the BCBCA and by Thompson Creek's notice of articles and restated articles of continuance. Centerra is a CBCA corporation and the rights of holders of Centerra common shares are governed by the CBCA and by Centerra's articles and bylaws. If the Arrangement is completed, Thompson Creek shareholders (other than dissenting Thompson Creek shareholders) receiving Centerra common shares under the Arrangement will become shareholders of Centerra and the Centerra common shares to be received pursuant to the Arrangement are subject to different rights and obligations under the CBCA. Although the rights and privileges of shareholders under the CBCA are in many instances comparable to those under the BCBCA, there are certain differences. See "Comparison of Shareholder Rights" beginning on page 250 of this proxy statement for a comparison of certain of these rights. **This summary is not intended to be exhaustive and Thompson Creek shareholders should consult their legal advisors regarding all of the implications of the effects of the Arrangement on such Thompson Creek shareholders' rights and for greater detail with respect to these differences.**

**Court Approval of the Arrangement**

The Arrangement under the BCBCA requires approval of the Court.

***Interim Order***

On July 28, 2016, Thompson Creek obtained the Interim Order providing for the calling and holding of the Special Meeting, the Dissent Rights and certain other procedural matters. The text of the Interim Order is set out in Annex E to this proxy statement.

***Final Order***

Subject to the terms of the Arrangement Agreement, and approval of the Arrangement Resolution by Thompson Creek shareholders at the Special Meeting in the manner required by the Interim Order, Thompson Creek intends to make an application to the Court for the Final Order.

The application for the Final Order approving the Arrangement is currently scheduled for [ • ], 2016 at [ • ] [ • ].m. (Vancouver time), or as soon thereafter as counsel may be heard, at the Courthouse, 800 Smithe Street, Vancouver, British Columbia, or at any other date and time as the Court may direct. Any Thompson Creek shareholder or any other interested party who wishes to appear or be represented and present evidence or arguments at the hearing of the application for the Final Order must file and serve a response to petition no later than [ • ]:00 [ • ].m. (Vancouver time) on [ • ], 2016, along with any other documents required, all as set out in the Interim Order and the Notice of Petition, the text of which is set out in Annexes E and F, respectively to this proxy

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statement, and satisfy any other requirements of the Court. Such persons should consult with their legal advisors as to the necessary requirements. In the event that the hearing is adjourned, then, subject to further order of the Court, only those persons having previously filed and served a response to petition will be given notice of the adjournment.

The Court has broad discretion under the BCBCA when making orders with respect to the Arrangement. The Court will consider, among other things, the fairness and reasonableness of the Arrangement, both from a substantive and a procedural point of view. The Court may approve the Arrangement, either as proposed or as amended, on the terms presented or substantially on those terms. Depending upon the nature of any required amendments, Thompson Creek and/or Centerra may determine not to proceed with the Arrangement.

**The Centerra common shares and the Centerra Replacement Options to be issued pursuant to the Arrangement have not been and will not be registered under the U.S. Securities Act or applicable securities laws of any state of the United States and will be issued and exchanged in reliance upon the exemption from registration under the U.S. Securities Act provided by Section 3(a)(10) thereof and exemptions provided under the applicable securities laws of each state of the United States in which Thompson Creek shareholders and holders of Thompson Creek Options reside. Section 3(a)(10) of the U.S. Securities Act exempts the issuance of any securities issued in exchange for one or more bona fide outstanding securities from the general requirement of registration where the terms and conditions of the issuance and exchange of such securities have been approved by a court of competent jurisdiction that is expressly authorized by law to grant such approval, after a hearing upon the fairness of the terms and conditions of such issuance and exchange at which all persons to whom it is proposed to issue the securities have the right to appear and receive timely and adequate notice thereof. The Court will be advised prior to the hearing of the application for the Final Order that if the terms and conditions of the Arrangement, and the fairness thereof, are approved by the Court, the Centerra common shares and Centerra Replacement Options to be issued pursuant to the Arrangement will not require registration under the U.S. Securities Act. Accordingly, the Final Order of the Court will, if granted, constitute a basis for the exemption from the registration requirements of the U.S. Securities Act with respect to the issuance and exchange of the Centerra common shares for the Thompson Creek common shares and the issuance and exchange of the Centerra Replacement Options for the Thompson Creek Options pursuant to the Arrangement. See "The Arrangement U.S. Securities Law Matters" below.**

For further information regarding the Court hearing and your rights in connection with the Court hearing, see the form of Notice of Hearing of Petition attached at Annex F to this proxy statement. The Notice of Hearing of Petition constitutes notice of the Court hearing of the application for the Final Order and is your only notice of the Court hearing.

**Regulatory Law Matters and Securities Law Matters**

Other than the Final Order, the necessary conditional approvals (or equivalent) as the case may be, of the TSX, having been obtained, approval under the Competition Act and the Investment Canada Act, Thompson Creek is not aware of any material approval, consent or other action by any federal, provincial, state or foreign government or any administrative or regulatory agency that would be required to be obtained in order to complete the Arrangement. In the event that any such approvals or consents are determined to be required, such approvals or consents will be sought. Any such additional requirements could delay the Effective Date or prevent the completion of the Arrangement. While there can be no assurance that any regulatory consents or approvals that are determined to be required will be obtained, Thompson Creek currently anticipates that any such consents and approvals that are determined to be required will have been obtained or otherwise resolved by the Effective Date. Subject to receipt of the approval of Thompson Creek shareholders at the Special Meeting, receipt of the Final Order, approval under the Competition Act and the Investment Canada Act, and the satisfaction or

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waiver of all other conditions specified in the Arrangement Agreement, the Effective Date is expected to be on or about [ • ], 2016.

***Stock Exchange Approvals***

The Thompson Creek common shares are listed and quoted for trading on the TSX and the OTCQX and the Centerra common shares are listed for trading on the TSX. It is a condition of the Arrangement that the TSX shall have conditionally approved the transactions contemplated thereby including in respect of the listing of the Centerra common shares to be issued in connection with the Arrangement. In a letter dated July 12, 2016, the TSX conditionally approved the transaction contemplated by the Arrangement including in respect of the listing of the Centerra common shares to be issued in connection with the Arrangement (including the Centerra common shares issuable upon the exercise of the Centerra Replacement Options), subject to the delivery of certain documents following the closing of the Arrangement.

***Competition Act Approval***

Part IX of the Competition Act requires that parties to certain classes of transactions provide prescribed information to the commissioner where the applicable thresholds set out in Sections 109 and 110 of the Competition Act are exceeded and no exemption applies ("Notifiable Transactions"). Subject to certain limited exceptions, a Notifiable Transaction cannot be completed until the parties to the transaction have each submitted the information prescribed pursuant to subsection 114(1) of the Competition Act (a "Notification") to the commissioner and the applicable waiting period has expired or has been terminated early by the commissioner. The Competition Act prescribes an initial waiting period of 30 days from when the parties have both filed their respective Notification. At the end of that period, the parties are permitted to complete their Notifiable Transaction unless, prior to the expiration of the waiting period, the commissioner issues a supplementary information request (a "SIR") to the parties, in which case the parties cannot complete their transaction until 30 days after the day in which the parties comply with the SIR, unless, before closing, the competition tribunal, upon the application of the commissioner, issues a temporary order prohibiting closing in order to facilitate the commissioner's continued review of the transaction or litigation before the competition tribunal (the "Competition Tribunal").

Alternatively to, or in addition to, filing a Notification, a party to a Notifiable Transaction may apply to the commissioner for an advance ruling certificate (an "ARC") or, in the event that the commissioner is not prepared to issue an ARC, a No-Action Letter. If the commissioner issues an ARC, the parties are exempt from having to file a Notification; if the commissioner issues a No-Action Letter, upon the request of the parties, the commissioner can waive the parties' requirement to submit a Notification where the parties have supplied substantially similar information as would have been supplied with their Notification (a "Waiver"). The filing of a request for an ARC or, in the alternative, a No-Action Letter and Waiver does not start a statutory waiting period and, unless the parties have also filed a Notification, the parties cannot complete their transaction until the commissioner has completed his review and issued the requested clearance.

The commissioner may challenge a merger before the Competition Tribunal at any time before, or within one year following, its completion where the merger prevents or lessens, or is likely to prevent or lessen, competition substantially (a "Competition Challenge"). If the Competition Tribunal agrees with the commissioner, the Competition Tribunal can issue an order prohibiting the transaction, provided that the transaction has not been completed by such time, or it can order the divestiture of shares or assets where the transaction already has been completed; the Competition Tribunal cannot issue an order, however, where the parties have been able to establish the elements of the statutory efficiencies defence. The commissioner is precluded from bringing a Competition Challenge on substantially the same information that an ARC was issued, provided that the Notifiable Transaction

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was completed within one year after the ARC was issued. No such prohibition on bringing a Competition Challenge applies to the issuance of a No-Action Letter.

The transactions contemplated by the Arrangement Agreement constitute a Notifiable Transaction. Centerra filed with the commissioner a submission in support of a request for an ARC, and on July 14, 2016, the commissioner issued an ARC, dated July 15, 2016, approving the Arrangement. Accordingly, approval under the Competition Act has been obtained.

***Investment Canada Act Approval***

Subject to certain limited exceptions, the direct acquisition of control of a Canadian business by a non-Canadian that exceeds a financial threshold prescribed under Part IV of the Investment Canada Act (a "Reviewable Transaction") is subject to review and cannot be implemented until the non-Canadian has submitted an application (an "Application for Review") to the Minister responsible for the Investment Canada Act (the "Minister") and the Minister is satisfied, or is deemed under the Investment Canada Act to be satisfied, that the transaction is likely to be of net benefit to Canada (a "net benefit ruling"). In making his net benefit ruling, the Minister may take into account, among other things, the Application for Review and any undertakings provided to the Minister by the non-Canadian. The submission of the Application for Review triggers an initial review period of up to 45 days. If the Minister has not completed the review by that date, the Minister may unilaterally extend the review period for up to a further 30 days. The review may be extended for an additional period beyond 75 days, where agreed to by the Minister and the non-Canadian.

If, following his review, the Minister issues a positive net benefit ruling, the non-Canadian may proceed with the transaction. However, if the Minister is not satisfied (or is not deemed under the Investment Canada Act to be satisfied) that the Reviewable Transaction is likely to be of net benefit to Canada, the Minister is required to send a notice to that effect to the non-Canadian, advising the non-Canadian of its right to make further representations and submit (additional) undertakings within 30 days from the date of such notice or any further period that may be agreed to by the non-Canadian and the Minister. At any time, and in any event within a reasonable time after the expiry of the period for making representations and submitting undertakings described above, the Minister must send a notice to the non-Canadian that either the Minister is satisfied that the investment is likely to be of net benefit to Canada (i.e., a net benefit ruling), in which case the transaction may proceed, or confirmation that the Minister is not satisfied that the investment is likely to be of net benefit to Canada. In the latter case, the Reviewable Transaction may not be implemented.

In addition, under Part IV.I of the Investment Canada Act, investments by non-Canadians to establish a new Canadian business, acquire control of a Canadian business, or acquire, in whole or in part, or to establish an entity carrying on all or any part of its operations in Canada, whether or not the transaction is a Reviewable Transaction, can be made subject to review and approval on grounds that the investment could be injurious to national security. If the transaction is reviewed under Part IV.I of the Investment Canada Act, the Governor in Council (i.e., the Federal Cabinet) may, by order, take any measure in respect of the investment that the Governor in Council considers advisable to protect national security, including (a) directing the non-Canadian not to implement the investment; (b) authorizing the investment on condition that the non-Canadian (i) give any written undertakings to Her Majesty in right of Canada relating to the investment that the Governor in Council considers necessary in the circumstances, or (ii) implement the investment on the terms and conditions contained in the order; or (c) requiring the non-Canadian to divest itself of control of the Canadian business or of its investment in the entity.

The transactions contemplated by the Arrangement Agreement constitute a Reviewable Transaction. Centerra will shortly file its Application for Review under the Investment Canada Act

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setting out the grounds upon which Centerra believes that the transactions contemplated by the Arrangement Agreement are likely to be of net benefit to Canada.

**U.S. Securities Law Matters**

***Exemption from U.S. Registration***

The Centerra common shares and Centerra Replacement Options to be issued to Thompson Creek shareholders and holders of Thompson Creek Options, respectively, pursuant to the Arrangement are not expected to be registered under the U.S. Securities Act. Such securities are expected instead to be issued in reliance upon the exemption provided by Section 3(a)(10) of the U.S. Securities Act. Section 3(a)(10) exempts securities issued in exchange for one or more bona fide outstanding securities, where the terms and conditions of such issuance and exchange are approved, after a hearing upon the fairness of such terms and conditions at which all persons to whom it is proposed to issue securities in such exchange will have the right to appear, by any court expressly authorized by law to grant such approval. The staff of the SEC has stated in Revised Staff Legal Bulletin No. 3A (July 18, 2008) that the term "any court" in Section 3(a)(10) includes a foreign court. If the Arrangement Resolution is approved by Thompson Creek shareholders, Thompson Creek will make an application for the Final Order. At the hearing of the application for the Final Order, the Court will consider and make a determination concerning the fairness of the terms and conditions of the Arrangement, including the consideration to be received by Thompson Creek shareholders. The Court will be advised at the hearing of the application for the Final Order that if the terms and conditions of the Plan of Arrangement are approved by the Court, the Centerra common shares and Centerra Replacement Options issued under the Arrangement will not be registered under the U.S. Securities Act pursuant to the Section 3(a)(10) exemption. Please note that only the exchange of the Thompson Creek Options for Centerra Replacement Options is subject to the 3(a)(10) exemption, and not the Centerra common shares underlying the Centerra Replacement Options. Accordingly, holders of Centerra Replacement Options who reside in the U.S. will not be able to exercise the Centerra Replacement Options for Centerra common shares without an exemption from registration under Section 5 of the U.S. Securities Act. Nor will U.S.-based employees be able to sell the Centerra common shares received upon exercise in the U.S. without a registration statement or reliance on an exemption from the U.S. Securities Act.

***Restrictions on Sales of Centerra Common Shares Received in the Arrangement***

All Centerra common shares received by Thompson Creek shareholders in the Arrangement will be freely tradable for purposes of the U.S. Securities Act and the Exchange Act, except for Centerra common shares received by any Thompson Creek shareholder who is or becomes an affiliate of Centerra after completion of the Arrangement.

**Canadian Securities Law Matters**

Each Thompson Creek shareholder is urged to consult such Thompson Creek shareholder's professional advisors to determine the Canadian conditions and restrictions applicable to trades in the Centerra common shares.

***Status under Canadian Securities Laws***

Thompson Creek is a reporting issuer in each of the provinces of Canada. The Thompson Creek common shares currently trade on the TSX and are quoted on the OTCQX. Upon completion of the Arrangement, the Thompson Creek common shares will be de-listed from the TSX and quotations removed from the OTCQX as soon as practicable following the Effective Date and Centerra expects to apply to the applicable Canadian securities regulators to have Thompson Creek cease to be a reporting issuer.

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Centerra is a reporting issuer in each of the provinces and territories of Canada. The Centerra common shares are listed and posted for trading on the TSX.

***Distribution and Resale of Centerra Common Shares under Canadian Securities Laws***

The distribution of the Centerra common shares pursuant to the Arrangement will constitute a distribution of securities which is exempt from the prospectus requirements of Canadian securities legislation and is exempt from or otherwise is not subject to the registration requirements under applicable securities legislation. The Centerra common shares issued pursuant to the Arrangement will not be legended and may be resold through registered dealers in each of the provinces of Canada provided that (i) the trade is not a "control distribution" as defined National Instrument 45-102 *Resale of Securities*, (ii) no unusual effort is made to prepare the market or to create a demand for Centerra common shares, (iii) no extraordinary commission or consideration is paid to a person or company in respect of such sale, and (iv) if the selling security holder is an insider or officer of Centerra, the selling security holder has no reasonable grounds to believe that Centerra is in default of applicable Securities Laws.

***Multilateral Instrument 61-101***

The Ontario Securities Commission and Québec's Autorité des marchés financiers have adopted MI 61-101 which governs transactions which raise the potential for conflicts of interest, including issuer bids, insider bids, related party transactions and business combinations. As a reporting issuer in each of the provinces of Canada, Thompson Creek is, among other things, subject to the provisions of MI 61-101.

MI 61-101 regulates certain types of transactions to ensure equality of treatment among securityholders, generally requiring enhanced disclosure, approval by a majority of securityholders excluding "interested parties" or "related parties", independent valuations and, in certain instances, approval and oversight of the transaction by a special committee of independent directors. The protections afforded by MI 61-101 generally apply to "business combinations" (as defined in MI 61-101) that terminate the interests of securityholders without their consent. MI 61-101 provides that, in certain circumstances, where a "related party" of an issuer (as defined in MI 61-101) is entitled to receive a "collateral benefit" (as defined in MI 61-101) in connection with an arrangement transaction (such as the Arrangement), such transaction may be considered a "business combination" for the purposes of MI 61-101 and subject to minority approval requirements.

A "collateral benefit" (as defined in MI 61-101) includes any benefit that a "related party" of Thompson Creek (which includes the directors, executive officers and shareholders holding over 10% of issued and outstanding shares of Thompson Creek) is entitled to receive as a consequence of the Arrangement, including without limitation, an increase in salary, a lump sum payment, a payment for surrendering securities or other enhancement in benefits related to services as an employee, director or consultant of Thompson Creek. However, MI 61-101 excludes from the meaning of "collateral benefit" a payment per security that is identical in amount and form to the entitlement of the general body of holders in Canada of securities of the same class, as well as certain benefits to a related party received solely in connection with the related party's services as an employee or director of an issuer, of an affiliated entity of such issuer or of a successor to the business of such issuer where (a) the benefit is not conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to the related party for securities relinquished under the transaction; (b) the conferring of the benefit is not, by its terms, conditional on the related party supporting the transaction in any manner; (c) full particulars of the benefit are disclosed in the disclosure document for the transaction; and (d) either (i) at the time of the transaction, the related party and his or her associated entities beneficially own, or exercise control or direction over, less than 1% of the outstanding securities of each class of equity securities of the issuer, or (ii) the related party discloses to an independent committee of the issuer the



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amount of consideration that he or she expects to be beneficially entitled to receive, under the terms of the transaction, in exchange for the equity securities he or she beneficially owns and the independent committee acting in good faith determines that the value of the benefit, net of any offsetting costs to the related party, is less than 5% of the value of the consideration the related party will receive pursuant to the terms of the transaction for the equity securities it beneficially owns, and the independent committee's determination is disclosed in the disclosure document for the transaction.

The directors and officers of Thompson Creek may have interests in the Arrangement that are, or may be, different from, or in addition to, the interests of other Thompson Creek shareholders. See "Interests of Directors and Executive Officers in the Arrangement" for more information in respect of the payments and other benefits to be received. These interests include those described below. The Special Committee and the Thompson Creek Board are aware of these interests and considered them, among other matters, when recommending approval of the Arrangement by Thompson Creek shareholders.

As a result of the Arrangement, Thompson Creek PSUs and Thompson Creek RSUs, including those held by directors and officers of Thompson Creek, will vest and will be paid out in Thompson Creek common shares, and accordingly, directors and officers of Thompson Creek will be entitled to the Arrangement Consideration under the Arrangement in exchange for their Thompson Creek common shares on the same basis as other Thompson Creek shareholders. Holders of outstanding Thompson Creek Options, including directors and officers of Thompson Creek will, pursuant to the Arrangement, have their Thompson Creek Options exchanged for Centerra Replacement Options to purchase from Centerra that number of Centerra common shares equal to 0.0988 multiplied by the number of Thompson Creek common shares subject to the Thompson Creek Option immediately prior to the effective time of the Arrangement (rounded down to the nearest whole number of Centerra common shares).

Additionally, as a result of the Arrangement, and pursuant to the employment or equivalent agreements and the 2016 cash-based incentive award program, senior officers of Thompson Creek are entitled to receive certain change of control, severance or termination payments. See "Interests of Directors and Executive Officers in the Arrangement" for more information in respect of the payments and other benefits to be received.

None of the change of control payments and other benefits payable or to be received by the directors and senior officers of Thompson Creek are conferred for the purpose, in whole or in part, of increasing the value of the consideration paid to the directors and senior officers of Thompson Creek for securities relinquished under the Arrangement, and the conferring of such benefits is not conditional on any of such individuals supporting the Arrangement. Additionally, none of the directors and senior officers of Thompson Creek, at the time the Arrangement was agreed to, beneficially owned or exercised control or discretion over 1% of the issued and outstanding Thompson Creek common shares. Therefore, none of the directors and senior officers of Thompson Creek is deemed to be receiving a "collateral benefit" under MI 61-101.

As a result of the foregoing analysis, the minority approval requirements of MI 61-101 will not apply in connection with the Arrangement.

**Fees and Expenses**

All expenses incurred in connection with the Arrangement and the transactions contemplated thereby shall be paid by the party incurring such expense. Centerra shall pay all filing fees payable in connection with the Key Regulatory Approvals.

**Delisting and Deregistration of Thompson Creek Common Shares**

If the Arrangement is completed, the Thompson Creek common shares will cease to be listed on the TSX and the quotation will also be removed from the OTCQX. Thompson Creek common shares will also be deregistered under the Exchange Act.

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**INTERESTS OF DIRECTORS AND EXECUTIVE OFFICERS IN THE ARRANGEMENT**

When considering the recommendation of the Thompson Creek Board that you vote to approve the Arrangement Resolution, you should be aware that Thompson Creek's directors and executive officers have interests in the Arrangement that are different from, or in addition to, the interests of Thompson Creek shareholders generally, as more fully described below. The Special Committee and the Thompson Creek Board were aware of these interests and considered them, among other matters, in approving the Arrangement, the Arrangement Agreement and the transactions contemplated thereby and recommending the Arrangement Resolution be approved by the Thompson Creek shareholders. These interests are described below.

**Treatment of Equity-Based Awards**

*Treatment of Stock Options*

Pursuant to the terms and conditions of the Arrangement Agreement and the Arrangement, each Thompson Creek Option that is outstanding at the Effective Time of the Arrangement will be exchanged for a Centerra Replacement Option to purchase from Centerra that number of Centerra common shares equal to (i) 0.0988, multiplied by (ii) the number of Thompson Creek common shares subject to such option immediately prior to the effective time of the Arrangement (rounded down to the next whole number of shares). Such Centerra Replacement Option shall provide for an exercise price per Centerra common share equal to (x) the per share exercise price of the Thompson Creek Option immediately prior to the effective time of the Arrangement, divided by (y) 0.0988. All other terms of each Centerra Replacement Option, including the expiration date, the vesting schedule and the conditions and manner of exercising the Centerra Replacement Option will otherwise be the same as the Thompson Creek Option for which it was exchanged and will continue to be governed by the terms of the Long Term Incentive Plan (with the exception of the option grant to Thompson Creek's Chief Executive Officer granted as an inducement award outside that plan). Except as amended as described above, each agreement evidencing a Thompson Creek Option will thereafter evidence and be deemed to evidence a Centerra Replacement Option. All Thompson Creek Options held by the directors and executive officers currently have exercise prices that exceed the current trading price of Thompson Creek common shares.

*Treatment of PSUs and RSUs*

Pursuant to the terms and conditions of the Arrangement Agreement and the Arrangement, each outstanding Thompson Creek PSU will be accelerated in vesting and each holder will be vested in that number of Thompson Creek PSUs assuming target performance of such Thompson Creek PSUs as set forth in the holder's agreement. Each Thompson Creek PSU award will be surrendered by the holder for one Thompson Creek common share less any amounts withheld to satisfy applicable tax withholding. At the Effective Time of the Arrangement, each Thompson Creek common share received pursuant to the vesting and settlement of Thompson Creek PSUs will be transferred to Centerra in exchange for 0.0988 of a Centerra common share.

Pursuant to the terms and conditions of the Arrangement Agreement and the Arrangement, each outstanding Thompson Creek RSU will be fully accelerated in vesting and each Thompson Creek RSU will be surrendered by the holder for one Thompson Creek common share, less any amounts withheld to satisfy applicable tax withholding. At the Effective Time of the Arrangement, each Thompson Creek common share received pursuant to the vesting and settlement of Thompson Creek RSUs will be transferred to Centerra in exchange for 0.0988 of a Centerra common share.

Table of Contents**Outstanding Equity Awards Held by Executive Officers and Directors**

The following table sets forth, as of August 1, 2016, the number of Thompson Creek common shares and the number of Thompson Creek common shares subject to Thompson Creek equity awards that are currently held by each of Thompson Creek's current executive officers (which excludes Ms. Cassity, a former executive officer who resigned from Thompson Creek in 2016 and no longer holds any Thompson Creek equity awards) and directors. The numbers for Thompson Creek PSUs and Thompson Creek RSUs reflect, in each case, that number of award shares that will vest and be surrendered in connection with the Arrangement. The vesting of Thompson Creek Options will not be accelerated pursuant to the Arrangement and the total number of Thompson Creek common shares subject to Thompson Creek Options (both the vested and unvested portions) is shown. No new equity awards have been granted to the Thompson Creek executive officers or the directors in contemplation of the Arrangement. As described above, outstanding Thompson Creek common shares and equity awards of Thompson Creek will be converted into the right to receive Centerra common shares.

Name	Position	Shares (#)	Options (#)	Target	
				PSUs (#)	RSUs (#)
<b>Executive Officers</b>					
Jacques Perron	President, Chief Executive Officer and Director	250,896	400,000	949,846	278,338
Pamela L. Saxton	Executive Vice President and Chief Financial Officer	73,425	75,000	441,687	82,746
Mark A. Wilson	Executive Vice President and Chief Commercial Officer	106,922 <sup>(1)</sup>	75,000	441,012	84,237
Geoffrey Ramey	Vice President, HR and HR Systems	20,481	50,000	200,656	44,590
<b>Directors</b>					
Denis C. Arsenault		194,141 <sup>(2)</sup>			
Carol T. Banducci		112,857			
Kevin Drover		76,582			
James L. Freer		51,809			105,883 <sup>(3)</sup>
James P. Geyer		36,284			122,908 <sup>(3)</sup>
Anne E. Giardini		51,754	50,000		
Timothy J. Haddon <sup>(4)</sup>		84,945			91,308 <sup>(3)</sup>

- (1) Includes (i) 20,000 shares held by Mr. Wilson's IRA account and (ii) 300 shares held by his spouse's IRA.
- (2) Includes (i) 53,000 shares held in Mr. Arsenault's Registered Retirement Savings Plan (RRSP), (ii) 2,940 shares held by his spouse and (iii) 5,900 shares held by his spouse's RRSP.
- (3) RSUs held by the director are currently subject to deferral pursuant to a deferral election but will otherwise be treated in the same manner as RSUs generally in the Arrangement.
- (4) In addition to his equity holdings, Mr. Haddon previously deferred receipt of director fees, which amount will be paid in connection with the Arrangement. As of July 31, 2016, this amount is \$153,933.

**Employment Agreements**

Thompson Creek has entered into employment agreements with each of its current executive officers that generally provide if, during the term of the applicable agreement, there is a change of control, such as the Arrangement, and within 12 months of such change of control Thompson Creek terminates an executive officer's employment for any reason other than for cause or the executive officer elects to terminate employment following a triggering event (as defined below), then the executive officer is entitled to receive the following, less any required tax withholding:

Lump sum payment equal to 24 months' current base salary.

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Lump sum payment equal to accrued but unpaid vacation time, subject to a maximum amount of accrued vacation based on the executive officer's vacation entitlement.

Lump sum payment equal to two times the executive officer's target bonus for the year of termination if a bonus would otherwise have been awarded to him or her if he or she remained employed (payable at the time the bonus would have normally been payable).

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Lump sum payment equal to 24 multiplied by the last monthly premium amount paid by Thompson Creek for long-term disability insurance on behalf of the executive officer.

Monthly payments for up to 24 months reflecting the cost of medical and dental insurance coverage for the executive officer and eligible dependents.

Under the employment agreements, "triggering event" generally means (i) a material adverse change in the duties, responsibilities, salary or bonus opportunity of the executive officer and, with respect to financial entitlements, the conditions under and the manner in which they were payable; (ii) a material diminution in the title of the executive officer; (iii) a change in the person or body to whom the executive officer reports, with certain exceptions set forth in the employment agreements; (iv) a material change in the location at which the executive officer is regularly required to carry out the executive officer's employment or a material increase in the executive officer's amount of travel; and (v) with respect to Mr. Perron, a material breach of the employment agreement; provided, however, the executive officer must timely notify Thompson Creek of any such event and provide Thompson Creek with a cure period to remedy the condition.

Ms. Saxton, in addition to the foregoing payments, is also eligible to receive \$28,462, multiplied by the number of years that she has been employed by Thompson Creek as of April 8, 2016. Mr. Wilson, in addition to the foregoing payments, is also eligible to receive \$23,715, multiplied by the number of years employed by Thompson Creek. As of August 1, 2016, these amounts are, respectively, \$218,647 and \$270,701 for each of Ms. Saxton and Mr. Wilson.

Payment of the foregoing amounts is conditioned upon an executive officer's timely execution of a general release of claims in a form satisfactory to Thompson Creek. Thompson Creek's executive officers are subject to non-solicitation requirements following termination of employment as well as confidentiality obligations. The non-solicitation period is 12 months for Mr. Perron and 24 months for each of Ms. Saxton and Messrs. Wilson and Ramey.

**Cash-Based Incentive Plan**

Effective April 8, 2016, the Thompson Creek Board approved the Cash-Based Incentive Plan (the "Incentive Plan") pursuant to which cash-based performance awards and incentive awards were issued to, among others, the executive officers.

The performance awards are payable in cash after December 31, 2018, based on Thompson Creek's achievement of annual performance metrics over the course of the calendar years 2016 through 2018. In the event of a change of control (as defined in the Incentive Plan), which would include the Arrangement, the performance awards may be accelerated in vesting upon the change of control or may be assumed or replaced by a successor or acquiring corporation. If such awards are assumed or replaced in connection with a change of control, they become vested and payable upon a participant's termination of employment for good reason or for cause (as the terms "good reason" and "cause" are defined in the Incentive Plan) within twelve months following the change of control. In connection with the Arrangement and as permitted under the terms of the Incentive Plan and the Arrangement Agreement, the performance awards will become vested and payable at target (assuming the Arrangement is completed by November 30, 2016; if completed thereafter, payment may be up to 30% less than target, depending on when the Arrangement is ultimately completed).

Separate incentive awards were previously paid in cash to the executive officers under the Incentive Plan in April 2016, but are subject to repayment if an executive officer's employment with Thompson Creek terminates prior to the earlier of a change of control or December 31, 2016, unless such termination is by Thompson Creek without cause or by the executive officer for good reason.

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Performance awards and incentive awards were issued to the executive officers in the amounts set forth in the table below:

<b>Executive Officer</b>	<b>Performance Award (total target amount)(1)</b>	<b>Incentive Award(2)</b>
Jacques Perron	\$ 900,000	\$ 750,000
Pamela L. Saxton	416,250	277,500
Mark A. Wilson	438,750	292,500
Geoffrey Ramey	275,625	183,750

(1) Represents the target amount under the awards payable in the future.

(2) These amounts have been paid to each executive officer, but remain subject to repayment to Thompson Creek upon the departure of an executive officer from Thompson Creek prior to the earlier of December 31, 2016 and a change of control.

**Quantification of Potential Payments to the Named Executive Officers in Connection with the Arrangement**

In accordance with Item 402(t) of Regulation S-K, the table below sets forth the estimated amounts of compensation that is based on or otherwise relates to the Arrangement that will or may become payable to each of Thompson Creek's named executive officers (as identified in accordance with SEC regulations). The amounts indicated in the table below are estimates of the amounts that would be payable, assuming, solely for purposes of this table, and except as otherwise indicated below, that the Arrangement was completed on August 1, 2016, and that the employment of each of the named executive officers was terminated without cause on that date.

The estimated amounts below are based on multiple assumptions that may not actually occur or that may vary depending on the actual date the Arrangement is completed. Accordingly, the actual amounts to be received by a named executive officer in connection with the Arrangement may differ in material respects from the amounts set forth below. The disclosures in the table below and the accompanying footnotes should be read in conjunction with the narrative description of the compensation arrangements set forth above.

Compensation amounts for Wendy Cassity, Thompson Creek's former Vice President, General Counsel and Secretary, are not provided because Ms. Cassity resigned from Thompson Creek on January 15, 2016 and is not eligible to receive any payments in connection with completion of the Arrangement.

**Golden Parachute Compensation**

<b>Name</b>	<b>Cash (\$)(1)</b>	<b>Equity (\$)(2)</b>	<b>Perquisites/ Benefits (\$)(3)</b>	<b>Total (\$)(4)</b>
Jacques Perron	\$ 3,217,142	\$ 673,168	\$ 17,920	\$ 3,908,230
Pamela L. Saxton	1,854,474	287,442	35,596	2,177,512
Mark A. Wilson	1,994,951	287,889	35,596	2,318,436
Geoffrey Ramey	1,018,222	134,420	50,680	1,203,322

(1) Amounts reported in this column are "double trigger," except with respect to the performance awards set forth below, meaning that eligibility to receive them requires both consummation of the Arrangement and a qualifying termination of the executive officer's termination of employment.

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The following table shows, for each named executive officer, the amount of each component of these cash amounts.

Name	Base Salary Severance \$(a)	Bonus Severance \$(b)	Target Performance Award \$(c)	Accrued Vacation (\$)	Total (\$)
Jacques Perron	\$ 1,200,000	\$ 1,080,000	\$ 900,000	\$ 37,142	\$ 3,217,142
Pamela L. Saxton	958,647	444,000	416,250	35,577	1,854,474
Mark A Wilson	1,050,701	468,000	438,750	37,500	1,994,951
Geoffrey Ramey	490,000	245,000	275,625	7,597	1,018,222

- (a) Base salary severance is equal to two times current annual base salary, plus an additional \$218,647 for Ms. Saxton and \$270,701 for Mr. Wilson pursuant to the terms of their employment agreements based on credited years of employment.
- (b) Bonus severance is equal to two times current target bonus.
- (c) Assumes that performance awards will be paid at 100% of target (which, under the terms of the performance awards, requires that the Arrangement be completed after August 31, 2016 and on or prior to November 30, 2016). If the Arrangement is completed after November 30, 2016, the award amount will be reduced by up to 30% of the target amount shown and if the Arrangement is completed by August 31, 2016, increased by 30% above the target amount shown. The separate incentive awards previously paid to the named executive officers under the Incentive Plan and disclosed on page 96 of this proxy statement will cease to be subject to repayment to Thompson Creek in connection with the Arrangement; such already paid amounts are not disclosed in the table.
- (2) Amounts reported in this column represent the value of Thompson Creek RSUs and target Thompson Creek PSUs that will vest in connection with the Arrangement pursuant to "single trigger" acceleration, based on awards held by each named executive officer as of August 1, 2016. The amounts are based on the product of (i) the number of shares subject to the accelerated Thompson Creek PSUs and Thompson Creek RSUs and (ii) \$0.5481, the average per share closing price of Thompson Creek's common shares over the first five business days that began on July 6, 2016 and ended on July 12, 2016, the first five business days following July 5, 2016, the date of public announcement of the Arrangement. Pursuant to the Arrangement Agreement and the Plan of Arrangement, such equity awards will be surrendered for Thompson Creek common shares which will each be exchanged for Centerra common shares based on the Exchange Ratio and will not be eligible for cash consideration, as described above under "Interests of Directors and Executive Officers in the Arrangement" beginning on page 93 of this proxy statement. All Thompson Creek Options held by the named executive officers currently have exercise prices higher than the closing price of Thompson Creek common shares and the value implied by the Exchange Ratio as of the date hereof. Accordingly, no amounts are reported for Thompson Creek Options. The amounts with respect to unvested Thompson Creek PSUs and Thompson Creek RSUs are set forth in the following table:

Name	PSUs (\$)	RSUs (\$)	Total (\$)
Jacques Perron	\$ 520,611	\$ 152,557	\$ 673,168
Pamela L. Saxton	242,089	45,353	287,442
Mark A. Wilson	241,719	46,170	287,889
Geoffrey Ramey	109,980	24,440	134,420

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(3) Amounts reported in this column are "double trigger." Amounts reflect (i) an estimate of the benefits payable in connection with the continuation of medical and dental insurance benefits for 24 months, based on the assumption that the premium costs associated with such benefits will be comparable to the premium costs associated with current benefit plans, and (ii) cash amounts payable based on the last monthly premium paid on a named executive officer's behalf for long-term disability insurance, multiplied by 24.

(4) The employment agreements with each named executive officer provide that, in the event any payment or benefit received or to be received thereunder by such executive officer would constitute a "parachute payment" within the meaning of Section 280G of the U.S. Tax Code and would otherwise be subject to the excise tax imposed by Section 4999 of the U.S. Tax Code, then such payment will be either: (i) provided to such named executive officer in full or (ii) provided to such named executive officer as to such lesser extent that would result in no portion of such payment being subject to such excise tax, whichever of the amounts, when taking into account applicable federal, state, local and foreign income and employment taxes and any other taxes, results in the named executive officer receiving (on an after tax basis) the greatest amount of benefits (notwithstanding that all or some of the payments may be taxable). Any such reduction would be calculated at the time of the termination event or change of control and is not reflected in the estimated amounts provided in the table above. To the extent that any payment would be subject to interest and additional tax under Section 409A of the U.S. Tax Code, then such payment will be paid on the date that is the earliest of six months from the termination date or such other date as will not result in such payment being subject to Section 409A of the U.S. Tax Code.

**Director and Officer Indemnification/Voting Agreements**

Thompson Creek may purchase prepaid non-cancellable run-off directors' and officers' liability insurance, at a cost not exceeding 200% of Thompson Creek's current annual aggregate premium for directors' and officers' insurance policies currently maintained by Thompson Creek and its subsidiaries, providing coverage for a period of six years from the Effective Date with respect to claims arising from or related to facts or events which occur on or prior to the Effective Date.

See also "The Arrangement Agreement Other Agreements in Connection with the Arrangement Agreement" on page 114 of the proxy statement for information regarding the voting and support agreements entered into by certain directors and executive officers with Centerra in connection with the Arrangement Agreement.

**Thompson Creek Officers and Directors Post-Closing of the Arrangement**

Thompson Creek's directors and executive officers are expected to resign concurrently with the completion of the Arrangement. Other than Jacques Perron, who has been nominated by Thompson Creek pursuant to the Arrangement Agreement to serve on Centerra's Board of Directors following completion of the Arrangement, there are currently no agreements or arrangements, including with respect to compensation, regarding any of the directors or executive officers of Thompson Creek remaining with the combined company following the completion of the Arrangement. In his role as a director of Centerra, Thompson Creek has been advised that Mr. Perron will receive Centerra's standard director compensation package. For transition purposes, Centerra may, prior to closing, offer certain of Thompson Creek's executive officers consulting or similar arrangements on market terms, although no such determination has been made by Centerra at this time.



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**THE ARRANGEMENT AGREEMENT**

*The Arrangement Agreement provides for the implementation of the Plan of Arrangement. The following is a summary only of certain provisions of the Arrangement Agreement and reference should be made to the full text of the Arrangement Agreement attached as Annex A to this proxy statement, including the Plan of Arrangement attached to the Arrangement Agreement as Schedule A thereto. This summary does not purport to be complete and may not contain all of the information about the Arrangement Agreement or the Plan of Arrangement that is important to you. Thompson Creek shareholders are encouraged to read the Arrangement Agreement, including the Plan of Arrangement, in its entirety.*

*The Arrangement Agreement and this summary of its terms have been included to provide you with information regarding the terms of the Arrangement Agreement. The Arrangement Agreement contains representations and warranties made by Thompson Creek to Centerra and representations and warranties made by Centerra to Thompson Creek. The representations and warranties in the Arrangement Agreement and the description of them in this proxy statement should not be read alone, but instead should be read in conjunction with the other information contained in the reports, statements and filings Thompson Creek publicly files with the SEC. Such information can be found elsewhere in this proxy statement and in the public filings Thompson Creek makes with the SEC, as described in the section entitled "Where You Can Find Additional Information" beginning on page 270 of this proxy statement.*

**Effective Date and Conditions of Arrangement**

If the Arrangement Resolution is passed, the Final Order of the Court is obtained approving the Arrangement, every requirement of the BCBCA relating to the Arrangement has been complied with and all other conditions to the Arrangement Agreement as summarized under "The Arrangement Agreement Conditions to the Arrangement Becoming Effective" are satisfied or waived, the Arrangement will become effective at 12:01 a.m. (Vancouver time) on the Effective Date. It is currently expected that the Effective Date will be on or about [ • ], 2016.

***Mutual Covenants Regarding the Arrangement***

Each of the parties has given usual and customary mutual covenants for an agreement of the nature of the Arrangement Agreement, including a mutual covenant (i) to use all of their respective commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to their respective obligations under the Arrangement Agreement, (ii) to take, or cause to be taken, all other action and to do, or cause to be done, all things necessary and commercially reasonable to permit the completion of the Arrangement in accordance with the Arrangement Agreement, the Plan of Arrangement and applicable laws and (iii) to cooperate with the other party in connection therewith.

***Covenants of Centerra***

Centerra has given, in favor of Thompson Creek, usual and customary covenants for an agreement of the nature of the Arrangement Agreement, including: (i) a covenant to effect all necessary registrations, filing and submissions of information required by governmental authorities from Centerra relating to the Arrangement; (ii) a covenant to use its commercially reasonable efforts to obtain all required regulatory approvals, including the Key Regulatory Approvals; (iii) a covenant to oppose any injunction, restraining or other order seeking to adversely affect the consummation of the Arrangement; (iv) a covenant to defend any proceedings against Centerra or its directors or officers challenging or affecting the Arrangement Agreement or the completion of the Arrangement; (v) a covenant to use its reasonable commercial efforts to obtain approval of the listing and posting for trading on the TSX of the Arrangement Consideration; (vi) a covenant to use commercially reasonable efforts to complete the Centerra Equity Financing and the Centerra Debt Financing in a timely manner and on terms consistent with the underwriting agreement with the Underwriters and the commitment

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letters with BNS; and (vii) notify Thompson Creek forthwith if either of the Centerra Equity Financing or the Centerra Debt Financing is terminated.

***Covenants of Thompson Creek***

Thompson Creek has given, in favor of Centerra, usual and customary covenants for an agreement of the nature of the Arrangement Agreement, including: (i) a covenant to conduct business in the ordinary course of business and in accordance with applicable law during the period from the date of the Arrangement Agreement until the earlier of the Effective Time and the time that the Arrangement Agreement is terminated in accordance with its terms; (ii) covenants not to undertake certain actions without prior written consent of Centerra; (iii) a covenant to use its commercially reasonable efforts to obtain all required regulatory approvals, including the Key Regulatory Approvals; (iv) a covenant to use commercially reasonable efforts to cause all directors and officers of Thompson Creek and its subsidiaries to provide resignations or terminate such directors and officers effective as at the Effective Time; (v) a covenant to perform, subject to certain conditions, pre-acquisition reorganizations of its corporate structure, capital structure, business, operations and assets as Centerra may request, acting reasonably; (vi) a covenant to oppose any injunction, restraining or other order seeking to adversely affect the consummation of the Arrangement; and (vii) a covenant to defend any proceedings against Thompson Creek challenging or affecting the Arrangement Agreement or the completion of the Arrangement.

***Covenants of Thompson Creek Regarding Non-Solicitation***

Thompson Creek has provided certain non-solicitation covenants (the "Non-Solicitation Covenants") in favor of Centerra, as set forth below.

1.

Except as permitted in the Arrangement Agreement, from and after the date of the Arrangement Agreement and until the earlier of the Effective Time or the date on which the Arrangement Agreement is terminated in accordance with its terms, Thompson Creek and its subsidiaries shall not, directly or indirectly, through any of their representatives or otherwise, and shall not permit any such person to:

- (a) make, initiate, solicit or encourage (including by way of furnishing or affording access to information or any site visit), or otherwise take any other action that facilitates, directly or indirectly, any inquiry, proposal or offer that constitutes, or that could reasonably be expected to lead to, an Acquisition Proposal;
- (b) enter into or otherwise engage or participate in any discussions or negotiations with, furnish information to, or otherwise co-operate in any way with, any person (other than Centerra and its subsidiaries) regarding an Acquisition Proposal or any inquiry, proposal or offer that could reasonably be expected to lead to an Acquisition Proposal;
- (c) take no position or remain neutral with respect to, or agree to, accept, approve, endorse or recommend, or propose publicly to agree to accept, approve, endorse or recommend any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal for a period exceeding five business days after such Acquisition Proposal has been publicly announced shall be deemed to constitute a violation of the Non-Solicitation Covenants), provided the Thompson Creek Board has rejected such Acquisition Proposal and affirmed its recommendation to all Thompson Creek shareholders that they vote in favor of the Arrangement Resolution before the end of such five business day period (or in the event that the Special Meeting is scheduled to occur within such five business day period, prior to the third business day prior to the date of the Special Meeting);

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- (d) make or propose publicly to make a Change of Recommendation (as defined below);
  - (e) accept, enter into, or propose publicly to accept or enter into, any agreement, understanding or arrangement effecting or related to any Acquisition Proposal or potential Acquisition Proposal (other than an acceptable confidentiality agreement permitted by and in accordance with the Non-Solicitation Covenants); or
  - (f) make any public announcement or take any other action inconsistent with the approval, recommendation or declaration of advisability of the Thompson Creek Board of the transactions contemplated thereby.
2. Thompson Creek and its representatives will, and will cause its subsidiaries and their representatives, to immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion or negotiations with any person (other than Centerra and its representatives) with respect to any Acquisition Proposal or inquiry, proposal or offer that could reasonably be expected to lead to an Acquisition Proposal and, in connection therewith, Thompson Creek will:
- (i) immediately discontinue access of any such person to any confidential information concerning Thompson Creek and its subsidiaries, including access to any data room, virtual or otherwise; and
  - (ii) within two business days after the date of the Arrangement Agreement, to the extent such information has not previously been returned or destroyed, promptly request, and exercise all rights it has to require, the return or destruction of all copies of any confidential information regarding Thompson Creek and its subsidiaries provided to any person other than Centerra and its representatives and the return or destruction of all material including or incorporating or otherwise reflecting such confidential information regarding Thompson Creek or its subsidiaries, using commercially reasonable efforts to ensure that such requests are fully complied with in accordance with the terms of such rights.
3. Thompson Creek will (i) not release (or allow any of its subsidiaries to release) any person from, grant any permission under or terminate, modify, amend or waive the terms of, any confidentiality agreement or standstill agreement or standstill or similar provisions in any such confidentiality agreement (it being acknowledged and agreed that the automatic termination of any standstill provisions of any such agreement as the result of the entering into and announcement of the Arrangement Agreement shall not be a violation of the Non-Solicitation Covenants) and (ii) take, and will cause each of its subsidiaries to take, all necessary action to enforce each confidentiality, standstill or similar agreement or restriction to which Thompson Creek or any subsidiary is a party.
4. Thompson Creek will promptly (and, in any event, within 24 hours) notify Centerra, at first orally and thereafter in writing, of any Acquisition Proposal (whether or not in writing), any inquiry, proposal or offer that could reasonably be expected to lead to an Acquisition Proposal, and any request received by Thompson Creek or any of its subsidiaries or any of their representatives for non-public information relating to Thompson Creek (or any of its subsidiaries) or for access to the properties, books or records of Thompson Creek (or any of its subsidiaries) by any person in connection with, or that could reasonably be expected to result in, an Acquisition Proposal, including a copy of the Acquisition Proposal, inquiry, proposal, offer or request a description of its material terms and conditions and the identity of all persons making such Acquisition Proposal, inquiry, proposal, offer or request, copies of all written documents, correspondences and other materials received in respect of, from or on behalf of any such persons, and promptly provide to Centerra such other information concerning such Acquisition Proposal, inquiry, proposal, offer or request as Centerra may reasonably request. Thompson Creek will keep Centerra promptly and fully informed of the status and details (including all amendments, changes or other modifications) of any such

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Acquisition Proposal, inquiry, proposal, offer or request and will provide to Centerra copies of all materials or substantive correspondence if in writing or electronic form, and if not in writing or electronic form, a description of the material terms of such correspondence sent or communicated to or by Thompson Creek by or on behalf of or to any persons making any such Acquisition Proposal, inquiry, proposal, offer or request.

5.

Notwithstanding anything to the contrary contained in Item 1 above, in the event that Thompson Creek receives a *bona fide* written Acquisition Proposal from any person after the date of the Arrangement Agreement and prior to the Special Meeting that did not otherwise result from a breach of Item 1 above, and subject to the Thompson Creek's compliance with Item 4 above, Thompson Creek and its representatives may (i) contact such person solely to clarify the terms and conditions of such Acquisition Proposal, (ii) furnish information with respect to it to such person pursuant to an acceptable confidentiality agreement and (iii) participate in discussions or negotiations regarding such Acquisition Proposal, if and only if:

- (a) prior to taking any action described in clauses (ii) or (iii) above, the Thompson Creek Board determines, in good faith, after consultation with its financial advisors and outside legal counsel, that such Acquisition Proposal is or could reasonably be expected to result in a Superior Proposal;
- (b) such person was not restricted from making such Acquisition Proposal pursuant to an existing confidentiality agreement, standstill, use, business purpose or similar restriction with Thompson Creek or any of its subsidiaries or representatives;
- (c) Thompson Creek has been, and continues to be, in compliance with its obligations under the Non-Solicitation Covenants of the Arrangement Agreement; and
- (d) prior to or concurrently with providing any such copies, access, or disclosure, (a) Thompson Creek enters into and provides a copy of an acceptable confidentiality agreement to Centerra promptly (and in any event within 24 hours thereafter) upon its execution and (b) Thompson Creek contemporaneously provides to Centerra any non-public information concerning Thompson Creek that is provided to such person which was not previously provided to Centerra or its representatives.

6.

Except as expressly permitted by the Arrangement Agreement, neither the Thompson Creek Board, nor any committee thereof will permit Thompson Creek to accept or enter into any Acquisition Agreement requiring Thompson Creek to abandon, terminate or fail to consummate the Arrangement or providing for the payment of any break, termination or other fees or expenses to any person proposing an Acquisition Proposal in the event that Thompson Creek completes the transactions contemplated by the Arrangement Agreement or any other transaction with Centerra or any of its affiliates.

7.

In the event Thompson Creek receives a *bona fide* Acquisition Proposal that is a Superior Proposal from any person after the date of the Arrangement Agreement and prior to the Special Meeting, then the Thompson Creek Board may, prior to the Special Meeting, withdraw, modify, qualify or change in a manner adverse to Centerra its approval or recommendation of the Arrangement and/or approve or recommend such Superior Proposal and/or enter into an Acquisition Agreement with respect to such Superior Proposal if and only if:

- (a) the person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing confidentiality, standstill, use, business purpose or similar restriction with Thompson Creek or any of its subsidiaries (it being agreed that the

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automatic termination of any standstill provisions as the result of entering into and announcement of the Arrangement Agreement shall not be a violation of this Item 7);

- (b) Thompson Creek did not breach any Non-Solicitation Covenants of the Arrangement Agreement in connection with the preparation or making of such Acquisition Proposal and Thompson Creek has been and continues to be in compliance with the non-solicitation provisions of the Arrangement Agreement;
- (c) Thompson Creek has given written notice to Centerra that it has received such Superior Proposal and that the Board has determined that (x) such Acquisition Proposal constitutes a Superior Proposal and (y) the Thompson Creek Board intends to withdraw, modify, qualify or change in a manner adverse to Centerra its approval or recommendation of the Arrangement (including the recommendation that the Thompson Creek shareholders vote in favor of the Arrangement Resolution), and/or enter into an Acquisition Agreement with respect to such Superior Proposal, in each case, promptly following the making of such determination, together with written notice from the Thompson Creek Board regarding the value and financial terms that the Board, in consultation with its financial advisors, has determined should be ascribed to any non-cash consideration offered under any such Acquisition Proposal);
- (d) Thompson Creek has provided Centerra a copy of the proposed Acquisition Agreement and all supporting materials, including any financing documents supplied to Thompson Creek in connection therewith;
- (e) a period of at least five full business days (such period being the "Superior Proposal Notice Period") shall have elapsed from the later of the date Centerra received the notice from Thompson Creek referred to in Item 7(c) above and the date on which Centerra received the materials set out in Item 7(d) above;
- (f) during any Superior Proposal Notice Period, Centerra has had the opportunity, but not the obligation, to propose to amend the terms of the Arrangement Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal;
- (g) after the Superior Proposal Notice Period, the Thompson Creek Board shall have determined, in accordance with Item 8 below, that such Acquisition Proposal remains a Superior Proposal compared to the Arrangement as proposed to be amended by Centerra and that the failure by the Thompson Creek Board to recommend that Thompson Creek enter into the Acquisition Agreement with respect to such Superior Proposal would be inconsistent with its fiduciary duties;
- (h) Thompson Creek concurrently terminates the Arrangement Agreement in accordance with its terms; and
- (i) Thompson Creek has previously, or concurrently will have, paid to Centerra the Termination Fee.

8.

During the Superior Proposal Notice Period, the Thompson Creek Board will review in good faith any offer made by Centerra to amend the terms of the Arrangement Agreement and the Arrangement in order to determine, in consultation with its financial advisors and outside legal counsel, whether the proposed amendments would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal. Thompson Creek agrees that, subject to Thompson Creek's disclosure obligations under applicable securities laws, the fact of the making of, and each of the terms of, any such proposed amendments shall be kept strictly confidential and shall not be disclosed to any person (including without limitation, the person having made the Superior Proposal), other

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than Thompson Creek's representatives, without Centerra's prior written consent. If the Thompson Creek Board determines that such Acquisition Proposal would cease to be a Superior Proposal as a result of the amendments proposed by Centerra, Thompson Creek will forthwith so advise Centerra and will promptly thereafter accept the offer by Centerra to amend the terms of the Arrangement Agreement, and the Arrangement and the parties agree to take such actions and execute such documents as are necessary to give effect to the foregoing. If the Thompson Creek Board continues to believe in good faith, after consultation with its financial advisors and outside legal counsel, that such Acquisition Proposal remains a Superior Proposal and therefore rejects Centerra's offer to amend the Arrangement Agreement and the Arrangement, if any, Thompson Creek may, subject to compliance with the other provisions of the Arrangement Agreement, terminate the Arrangement Agreement in accordance with its terms to enter into an acquisition agreement in respect of such Superior Proposal.

9.

Each successive modification of any Superior Proposal shall constitute a new Superior Proposal for the purposes of Item 8 above and shall require a new five full business day Superior Proposal Notice Period from the later of the date on which Centerra received the notice from Thompson Creek referred to in Item 7(c) above and the date on which Centerra received the materials set out in Item 7(d) above. If the Special Meeting is scheduled to occur during a Superior Proposal Notice Period, Thompson Creek shall, upon the request of Centerra, adjourn or postpone the Special Meeting to a date specified by Centerra that is not later than ten Business Days after the date on which the Special Meeting was originally scheduled to be held.

10.

Notwithstanding the other Non-Solicitation Covenants, prior to the Special Meeting, Thompson Creek and the Thompson Creek Board shall not be prohibited from making any disclosure to Thompson Creek shareholders if: (a) a Centerra Material Adverse Effect or any event, occurrence, circumstance or development that would reasonably be expected to be a Centerra Material Adverse Effect has occurred and is continuing; and (b) the Thompson Creek Board has reasonably determined in good faith after consultation with Thompson Creek's outside legal counsel that the failure to do so would be inconsistent with the duties of the members of the Thomson Creek Board under applicable law, provided that this provision shall not permit the Thompson Creek Board to make a Change of Recommendation. The parties concurrently entered into a side letter that allows this clause to apply to a Kyrgyz Republic Matter notwithstanding the carve out of Kyrgyz Republic Matters from the definition of "Centerra Material Adverse Effect".

***Representations and Warranties***

Each of Thompson Creek and Centerra made certain customary representations and warranties in the Arrangement Agreement, including representations and warranties related to their due organization and qualification and authorization to enter into the Arrangement Agreement and carry out its obligations thereunder. In addition, Thompson Creek and Centerra have each made certain representations and warranties particular to such party including, in the case of Thompson Creek, representations and warranties in respect of Thompson Creek's business, operations and assets.

The representations and warranties made by Thompson Creek and Centerra were made by and to Thompson Creek and Centerra, as applicable, for the purposes of the Arrangement Agreement (and not to other parties such as shareholders) and are subject to qualifications and limitations agreed to by Thompson Creek and Centerra in connection with negotiating and entering into the Arrangement Agreement. In addition, these representations and warranties were made as of specified dates, may be subject to a contractual standard of materiality different from what may be viewed as material to

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shareholders, or may have been used for the purpose of allocating risk between the parties instead of establishing such matters as facts.

***Conditions of Closing***

***Mutual Conditions***

The Arrangement Agreement provides that the respective obligations of the Parties to complete the Arrangement are subject to the satisfaction, or mutual waiver by the parties, of the following conditions on or before the Effective Time:

1. the Arrangement Resolution will have been approved by the Thompson Creek shareholders at the Special Meeting in accordance with the Interim Order and applicable laws;
2. each of the Interim Order and Final Order will have been obtained in form and substance satisfactory to each of Thompson Creek and Centerra, each acting reasonably, and will not have been set aside or modified in any manner unacceptable to either Thompson Creek or Centerra, each acting reasonably, on appeal or otherwise;
3. the necessary conditional approvals or equivalent approvals, as the case may be, of the TSX will have been obtained, including in respect of the listing of the Arrangement Consideration thereon;
4. the issuance of the Arrangement Consideration shall be exempt from the registration requirements under the U.S. Securities Act pursuant to Section 3(a)(10) thereof and the registration and qualification requirements of all applicable United States securities laws, and the Arrangement Consideration shall not be subject to resale restrictions in the United States under the U.S. Securities Act;
5. the Key Regulatory Approvals will have been obtained and be in full force and effect and not modified;
6. the records, information and filings to be sent to the BCBCA Registrar of Companies in accordance with the Arrangement Agreement and the BCBCA are in form and content satisfactory to Thompson Creek and Centerra, each acting reasonably; and
7. the Arrangement Agreement shall not have been terminated in accordance with its terms.

***Additional Conditions Precedent to the Obligations of Thompson Creek***

The Arrangement Agreement provides that the obligations of Thompson Creek to complete the Arrangement are subject to the satisfaction, or waiver by Thompson Creek, on or before the Effective Date, of each of the following conditions, each of which is for the exclusive benefit of Thompson Creek:

1. Centerra shall have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date;
2. the representations and warranties of Centerra set forth in the Arrangement Agreement shall be true and correct (disregarding for this purpose all materiality or Centerra Material Adverse Effect qualifications contained therein) at and as of the date of the Arrangement Agreement and Effective Date as if made on and as of such date (except for such representations and warranties which are made as of another specified date, in which case such representations and warranties will have been true and correct as of that date) except for breaches of representations and warranties which have not had and would not reasonably be expected to





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have, individually or in the aggregate, a Centerra Material Adverse Effect or prevent, significantly impede or materially delay the completion of the Arrangement;

3. other than a Kyrgyz Republic Matter, no law will have been enacted, issued, promulgated, enforced, made, entered, issued or applied and no claim, action, suit, demand, arbitration, charge, indictment, hearing, demand letter or other similar civil, quasi-criminal or criminal, administrative or investigative matter or proceeding, including by any third party whatsoever (collectively, "Proceedings"), will otherwise have been taken, or are pending or threatened under any laws or by any governmental authority (whether temporary, preliminary or permanent) that makes the Arrangement illegal or otherwise directly or indirectly cease trades, enjoins, restrains or otherwise prohibits completion of the Arrangement;
4. Centerra shall have complied with its payment of consideration obligations under the Arrangement Agreement and any obligations in relation to the Notes and the Depositary and the trustees for each class of Notes shall have confirmed receipt of the Arrangement Consideration and the amount of cash necessary to redeem each of the outstanding Notes on the Effective Date or otherwise satisfy and discharge Thompson Creek's obligations under the indentures governing the Notes as of the Effective Date, respectively;
5. Thompson Creek shall have received a certificate of Centerra signed by a senior officer of Centerra and dated the Effective Date certifying that the conditions set out in Items 1 and 2 above have been satisfied, which certificate will cease to have any force and effect after the Effective Time; and
6. there shall not have occurred, prior to the date of the Arrangement Agreement, a Centerra Material Adverse Effect or any event, occurrence, circumstance or development that could reasonably be expected to have a Centerra Material Adverse Effect.

### *Additional Conditions Precedent to the Obligations of Centerra*

The Arrangement Agreement provides that the obligations of Centerra to complete the Arrangement are subject to the satisfaction, or waiver by Centerra, on or before the Effective Date, of each of the following conditions, each of which is for the exclusive benefit of Centerra:

1. Thompson Creek shall have complied in all material respects with its obligations, covenants and agreements in the Arrangement Agreement to be performed and complied with on or before the Effective Date, except where the failure to comply with such covenants, individually or in the aggregate, would not materially impede completion of the Arrangement and the transactions contemplated in the Arrangement Agreement;
2. the representations and warranties of Thompson Creek set forth in the Arrangement Agreement shall be true and correct (disregarding for this purpose all materiality or Thompson Creek Material Adverse Effect qualifications contained therein) at and as of the date of the Arrangement Agreement and the Effective Date as if made on and as of such date (except for such representations and warranties which are made as of another specified date, in which case such representations and warranties shall have been true and correct as of that date) except for breaches of representations and warranties (other than the Fundamental Representations) which have not had and would not reasonably be expected to have, individually or in the aggregate, a Thompson Creek Material Adverse Effect or prevent, significantly impede or materially delay the completion of the Arrangement, it being understood that it is a separate condition precedent to the obligations of Centerra hereunder that the Fundamental Representations must be accurate in all respects when made and as of the Effective Date;

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3. Centerra shall have received a certificate of Thompson Creek signed by a senior officer of Thompson Creek and dated the Effective Date certifying that the conditions set out in Items 1, 2, 4 and 6 above have been satisfied, which certificate will cease to have any force and effect after the Effective Time;
4. other than a Kyrgyz Republic Matter, no law will have been enacted, issued, promulgated, enforced, made, entered, issued or applied and no Proceeding will otherwise have been taken, or be pending or threatened under any laws or by any governmental authority (whether temporary, preliminary or permanent) that:
  - (a) makes the Arrangement illegal or otherwise directly or indirectly cease trades, enjoins, restrains or otherwise prohibits completion of the Arrangement or the payment of the Arrangement Consideration or amounts contemplated payable under the Arrangement Agreement;
  - (b) prohibits, restricts or imposes terms or conditions beyond those terms and conditions which Centerra is required to accept pursuant to the terms of the Arrangement Agreement, or the ownership or operation by Centerra of the business or assets of Centerra, its affiliates and related entities, Thompson Creek or any of its subsidiaries and related entities, or compels Centerra to dispose of or hold separate any of the business or assets of Centerra, its affiliates and related entities, Thompson Creek or any of its subsidiaries and related entities as a result of the Arrangement; or
  - (c) prevents or materially delays the consummation of the Arrangement, or if the Arrangement were to be consummated, have a Thompson Creek Material Adverse Effect;
5. Thompson Creek shareholders shall not have exercised dissent rights, or have instituted proceedings to exercise dissent rights, in connection with the Arrangement (other than Thompson Creek shareholders representing not more than 5% of the Thompson Creek common shares then outstanding); and
6. there shall not have occurred, prior to the date of the Arrangement Agreement, a Thompson Creek Material Adverse Effect or any event, occurrence, circumstance or development that could reasonably be expected to have a Thompson Creek Material Adverse Effect.

***Termination of the Arrangement Agreement***

The Arrangement Agreement may be terminated in the following circumstances by:

1. the mutual written consent of the parties at any time prior to the Effective Time;
2. either Thompson Creek or Centerra at any time prior to the Effective Time if:
  - (a) the Effective Time does not occur on or before the Outside Date, except that the right to terminate the Arrangement Agreement under this Item 2(a) shall not be available to any party whose failure to fulfil any of its covenants or obligations or breach of any of its representations and warranties under the Arrangement Agreement has been a principal cause of, or resulted in, the failure of the Effective Time to occur by such date;
  - (b) the Special Meeting is held and the Arrangement Resolution is not approved by Thompson Creek shareholders in accordance with applicable laws and the Interim Order;
  - (c)

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any law is enacted, made, enforced or amended, as applicable, that makes the completion of the Arrangement or the transactions contemplated by the Arrangement Agreement illegal or otherwise prohibited, and such law has become final and non-appealable, except that the right to terminate the Arrangement Agreement under this Item 2(c) shall not be available to any party unless such party has used its commercially reasonable efforts to, as

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applicable, appeal or overturn such law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement; or

- (d) at any time prior to the Effective Time, the Centerra Equity Financing is terminated or escrowed proceeds are returned to investors or the Centerra Debt Financing is terminated.

3.

Centerra at any time prior to the Effective Time if:

- (a) either (A) the Thompson Creek Board or any committee thereof fails to publicly make a recommendation (other than, in the case of the Thompson Creek Board, the abstention of a single director) that the Thompson Creek shareholders vote in favor of the Arrangement Resolution as contemplated in the Arrangement Agreement or Thompson Creek or the Thompson Creek Board or any committee thereof, withdraws, modifies, qualifies or changes, in a manner adverse to Centerra, its approval or recommendation of the Arrangement or endorses or recommends any Acquisition Proposal or take no position or remains neutral with respect to any publicly announced or otherwise publicly disclosed Acquisition Proposal for a period exceeding five business days (or, in the event the Special Meeting is scheduled to occur within such five business day period, for a period beyond the third business day prior to the date of the Special Meeting), (B) the Thompson Creek Board or any committee thereof fails to reaffirm its recommendation (other than, in the case of the Thompson Creek Board, the abstention of a single director) that the Thompson Creek shareholders vote in favor of the Arrangement Resolution by the fifth business day following receipt of a request by Centerra to do so (and in the event that the Special Meeting is scheduled to occur within such five business day period, prior to the third business day prior to the date of the Special Meeting) (each of the foregoing a "Change of Recommendation"), (C) Thompson Creek and/or the Thompson Creek Board accepts, approves, endorses or recommends any Acquisition Proposal, (D) Thompson Creek enters into an acquisition agreement in respect of any Acquisition Proposal (other than an acceptable confidentiality agreement permitted by the Non-Solicitation Covenants), or (E) Thompson Creek or the Thompson Creek Board publicly proposes or announces its intention to do any of the foregoing;
- (b) Thompson Creek intentionally and materially breaches any of its material obligations or material covenants under the Arrangement Agreement;
- (c) subject to compliance with the terms of the Arrangement Agreement, Thompson Creek breaches any of its representations, warranties, covenants or agreements contained in the Arrangement Agreement, which breach would cause any of the conditions set forth in "Mutual Conditions" above or in "Additional Conditions Precedent to the Obligations of Centerra" above not to be satisfied, and such breach is incapable of being cured or is not cured in accordance with the terms of the Arrangement Agreement, provided, however, that Centerra is not then in breach of the Arrangement Agreement so as to cause any of the conditions set forth in "Mutual Conditions" above or "Additional Conditions Precedent to the Obligations of Thompson Creek" above not to be satisfied; or
- (d) a Thompson Creek Material Adverse Effect or any event, occurrence, circumstance or development that could reasonably be expected to be a Thompson Creek Material Adverse Effect has occurred and is continuing.

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4. Thompson Creek:
  - (a) at any time prior to the approval of the Arrangement Resolution, if the Thompson Creek Board approves, and authorizes Thompson Creek to enter into, a definitive agreement providing for the implementation of a Superior Proposal in accordance with Item 7 under "Covenants of Thompson Creek Regarding Non-Solicitation" above, subject to Thompson Creek complying with the Non-Solicitation Covenants and paying the Termination Fee;
  - (b) at any time prior to the Effective Time, subject to compliance with the terms of the Arrangement Agreement, if Centerra breaches any of its representations, warranties, covenants or agreements contained in the Arrangement Agreement, which breach would cause any of the conditions set forth in "Mutual Conditions" above or "Additional Conditions Precedent to the Obligations of Thompson Creek" above not to be satisfied, and such breach is incapable of being cured or is not cured in accordance with the terms of the Arrangement Agreement, provided, however, that Thompson Creek is not then in breach of the Arrangement Agreement so as to cause any of the conditions set forth in "Mutual Conditions" above or "Additional Conditions Precedent to the Obligations of Centerra" above not to be satisfied; or
  - (c) if a Centerra Material Adverse Effect or any event, occurrence, circumstance or development that could reasonably be expected to be a Centerra Material Adverse Effect has occurred and is continuing.

In the event of termination the Arrangement Agreement shall forthwith become void and of no further force or effect and no party will have any liability or further obligation to any other Party to the Arrangement Agreement, except as expressly provided in the Arrangement Agreement.

***Termination Fee***

The Arrangement Agreement specifies that Thompson Creek shall pay Centerra the Termination Fee of \$35 million, as liquidated damages, upon termination of the Arrangement Agreement:

1. by Centerra pursuant to Item 3(a) under "Termination of the Arrangement Agreement" above;
2. by Centerra pursuant to Item 3(b) under "Termination of the Arrangement Agreement" above;
3. by Thompson Creek pursuant to Item 4(a) under "Termination" above;
4. pursuant to any Item under "Termination of Arrangement Agreement" above if at such time Centerra is entitled to terminate the Arrangement Agreement pursuant to Item 3(a) or Item 3(b), all under "Termination of Arrangement Agreement" above and so long as Centerra has notified Thompson Creek of Centerra's right to terminate the Arrangement Agreement pursuant to Item 3(a) or Item 3(b), all under "Termination of Arrangement Agreement" above, as the case may be, within five Business Days of Centerra becoming aware of the action or event underlying Centerra's right to terminate; and
5. by Thompson Creek or Centerra pursuant to Item 2(a) or Item 2(b), all under "Termination of Arrangement Agreement" above where:
  - (a) prior to such termination, an Acquisition Proposal is made or publicly announced or otherwise publicly disclosed by any person (other than Centerra or any of its affiliates) or any person (other than Centerra or any of its affiliates) shall have publicly announced an intention to make an Acquisition Proposal; and



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- (b) within 365 days following the date of such termination: (A) an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in Item 5(a) above) is consummated or effected; or (B) Thompson Creek or one or more of its subsidiaries, directly or indirectly, in one or more transactions, enters into a contract in respect of an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in Item 5(a) above) and such Acquisition Proposal is subsequently consummated at any time thereafter.

For the purposes of the discussion above, the term "Acquisition Proposal" has the meaning described under "Glossary of Terms", except that references to "20% or more" are deemed to be references to "50% or more."

**Other Covenants**

***Board Representation***

Centerra shall take such steps as are necessary or desirable such that on or immediately following the Effective Time, a member of the Thompson Creek Board shall be appointed to the board of directors of Centerra. The director shall be identified in writing by Thompson Creek to Centerra as soon as practicable following the date of the Arrangement Agreement and subject to the approval of Centerra, not to be unreasonably withheld. It is anticipated that Jacques Perron, Thompson Creek's President and Chief Executive Officer and a current member of the Thompson Creek Board, will be appointed to the board of directors of Centerra.

***Insurance and Indemnification***

Thompson Creek may purchase prepaid non-cancellable run-off directors' and officers' liability insurance, at a cost not exceeding 200% of Thompson Creek's current annual aggregate premium for directors' and officers' insurance policies currently maintained by Thompson Creek and its subsidiaries, providing coverage for a period of six years from the Effective Date with respect to claims arising from or related to facts or events which occur on or prior to the Effective Date.

***Reorganization***

Thompson Creek has agreed that, upon request of Centerra, it shall effect such corporate structure, capital structure, business, operations and assets or such other transactions (each, a "Pre-Acquisition Reorganization") as Centerra may reasonably request; provided, however, that Thompson Creek need not effect a Pre-Acquisition Reorganization unless such Pre-Acquisition Reorganization (i) can be completed prior to the Effective Date, and can be unwound in the event the Arrangement is not consummated without adversely affecting Thompson Creek in any material manner; and (ii) does not impair the ability of Thompson Creek to consummate, and will not materially delay the consummation of, the Arrangement. Centerra has agreed that it will be responsible for all costs and expenses associated with any Pre-Acquisition Reorganization to be carried out at its request and shall indemnify and save harmless Thompson Creek and its affiliates from and against any and all liabilities, losses, damages, claims, costs, expenses, interest awards, judgements and penalties suffered or incurred by any of them in connection with or as a result of any such Pre-Acquisition Reorganization if, after participating in any Pre-Acquisition Reorganization, the Arrangement is not completed other than due to a breach by Thompson Creek of the terms and conditions of the Arrangement Agreement.

***Thompson Creek Notes***

Centerra has covenanted that it shall prepare all necessary and appropriate documentation in connection with the redemption of the outstanding Notes. At the Effective Time, Centerra or one or more of its subsidiaries shall contribute to Thompson Creek by way of a non-interest bearing loan in

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order for Thompson Creek to pay, or, to the extent Thompson Creek has sufficient immediately available funds at such time, cause Thompson Creek to pay, the amount of cash necessary to redeem, or otherwise satisfy or discharge, each of the outstanding Notes.

**Dissent Rights**

The following is a summary of the provisions of the BCBCA relating to registered Thompson Creek shareholder's Dissent Rights in respect of the Arrangement Resolution. Such summary is not a comprehensive statement of the procedures to be followed by a dissenting Thompson Creek shareholder who seeks payment of the fair value of its Thompson Creek common shares and is qualified in its entirety by reference to the full text of Sections 237 to 247 of the BCBCA (which is attached to this proxy statement as *Annex D*) as modified by Article 3 of the Plan of Arrangement and the Interim Order.

**The statutory provisions dealing with the right of dissent are technical and complex. Any dissenting Thompson Creek shareholders should seek independent legal advice, as failure to comply strictly with the provisions of Sections 237 to 247 of the BCBCA, as modified by Article 3 of the Plan of Arrangement, the Interim Order and the Final Order, may result in the loss of all Dissent Rights.**

The Interim Order expressly provides registered Thompson Creek shareholders with the right to dissent with respect to the Arrangement Resolution. Each dissenting Thompson Creek shareholder is entitled to be paid the fair value (determined as of the close of business on the day before the Effective Date) of all, but not less than all, of the holder's Thompson Creek common shares, provided that the holder duly dissents to the Arrangement Resolution and the Arrangement becomes effective.

In many cases, Thompson Creek common shares beneficially owned by a holder are registered either (a) in the name of an intermediary that the non-registered shareholder deals with in respect of such shares, such as, among others, banks, trust companies, securities brokers, trustees and other similar entities, or (b) in the name of a depository, such as CDS & Co., of which the intermediary is a participant. Accordingly, a non-registered shareholder of Thompson Creek will not be entitled to exercise his, her or its rights of dissent directly (unless the Thompson Creek common shares are reregistered in the non-registered shareholder's name).

With respect to Thompson Creek common shares in connection to the Arrangement, pursuant to the Interim Order, a registered Thompson Creek shareholder as of the Record Date, other than an affiliate of Thompson Creek, may exercise rights of dissent under Sections 237 to 247 of the BCBCA, as modified by the Plan of Arrangement, the Interim Order and the Final Order; provided that, notwithstanding section 242(2) of the BCBCA, the written objection to the Arrangement Resolution must be sent to Thompson Creek c/o Cassels Brock & Blackwell LLP, Suite 2100, Scotia Plaza, 40 King Street West, Toronto, Ontario, Canada M5H 3C2, Attention: Paul M. Stein, no later than 5:00 p.m. (Eastern time) on [ • ], 2016 or on the date which is two business days prior to any adjournment or postponement of the Special Meeting.

To exercise Dissent Rights, a Thompson Creek shareholder must dissent with respect to all Thompson Creek common shares of which it is the registered and beneficial owner. A registered Thompson Creek shareholder who wishes to dissent must deliver written Notice of Dissent to Thompson Creek as set forth above and such Notice of Dissent must strictly comply with the requirements of Section 242 of the BCBCA. **Any failure by a Thompson Creek shareholder to fully comply with the provisions of the BCBCA, as modified by Article 3 of the Plan of Arrangement, the Interim Order and the Final Order, may result in the loss of that holder's Dissent Rights.** Non-registered shareholders of Thompson Creek who wish to exercise Dissent Rights must cause each record Thompson Creek shareholder holding their Thompson Creek common shares to deliver the Notice of Dissent, or, alternatively, make arrangements to become a registered Thompson Creek shareholder.



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To exercise Dissent Rights, a registered Thompson Creek shareholder must prepare a separate Notice of Dissent for himself, herself or itself, if dissenting on his, her or its own behalf, and for each other non-registered shareholders who beneficially owns Thompson Creek common shares registered in the Thompson Creek shareholder's name and on whose behalf the Thompson Creek shareholder is dissenting; and must dissent with respect to all of the Thompson Creek common shares registered in his, her or its name or if dissenting on behalf of a non-registered shareholder, with respect to all of the Thompson Creek common shares registered in his, her or its name and beneficially owned by the non-registered shareholder on whose behalf the Thompson Creek shareholder is dissenting. The Notice of Dissent must set out the number of Thompson Creek common shares in respect of which the Dissent Rights are being exercised (the "Notice Shares") and: (a) if such Thompson Creek common shares constitute all of the Thompson Creek common shares of which the Thompson Creek shareholder is the registered and beneficial owner and the Thompson Creek shareholder owns no other Thompson Creek common shares beneficially, a statement to that effect; (b) if such Thompson Creek common shares constitute all of the Thompson Creek common shares of which the Thompson Creek shareholder is both the registered and beneficial owner, but the Thompson Creek shareholder owns additional Thompson Creek common shares beneficially, a statement to that effect and the names of the registered Thompson Creek shareholders, the number of Thompson Creek common shares held by each such registered Thompson Creek shareholder and a statement that written notices of dissent are being or have been sent with respect to such other Thompson Creek common shares; or (c) if the Dissent Rights are being exercised by a registered Thompson Creek shareholder who is not the beneficial owner of such Thompson Creek common shares, a statement to that effect and the name of the non-registered shareholder and a statement that the registered Thompson Creek shareholder is dissenting with respect to all Thompson Creek common shares of the non-registered shareholder registered in such registered holder's name.

If the Arrangement Resolution is approved by Thompson Creek shareholders, and Thompson Creek notifies a registered shareholder of Notice Shares of Thompson Creek's intention to act upon the Arrangement Resolution pursuant to Section 243 of the BCBCA, in order to exercise Dissent Rights, such Thompson Creek shareholder must, within one month after Thompson Creek gives such notice, send to Thompson Creek a written notice that such holder requires the purchase of all of the Notice Shares in respect of which such holder has given Notice of Dissent. Such written notice must be accompanied by the certificate or certificates representing those Notice Shares (including a written statement prepared in accordance with section 244(1)(c) of the BCBCA if the dissent is being exercised by the Thompson Creek shareholder on behalf of a non-registered shareholder), whereupon, subject to the provisions of the BCBCA relating to the termination of Dissent Rights, the Thompson Creek shareholder becomes a dissenting Thompson Creek shareholder, and is bound to sell and Centerra is bound to purchase those Thompson Creek common shares. Such dissenting Thompson Creek shareholder may not vote, or exercise or assert any rights of a Thompson Creek shareholder in respect of such Notice Shares, other than the rights set forth in Sections 237 to 247 of the BCBCA, as modified by Article 3 of the Plan of Arrangement, the Interim Order and the Final Order.

Dissenting Thompson Creek shareholders who are:

- (a) ultimately entitled to be paid fair value for their Thompson Creek common shares, will be paid an amount equal to such fair value by Thompson Creek, and will be deemed to have irrevocably transferred such Thompson Creek common shares as of the Effective Time to Thompson Creek, without any further act or formality, free and clear of all Liens, claims and Encumbrances; or
- (b) ultimately not entitled, for any reason, to be paid fair value for their Thompson Creek common shares, will be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting Thompson Creek shareholder and will be entitled

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to receive 0.0988 of a Centerra common share for each Thompson Creek common share held pursuant to section 2.3(b) of the Plan of Arrangement.

If a dissenting Thompson Creek shareholder is ultimately entitled to be paid by Thompson Creek for their Notice Shares, such dissenting Thompson Creek shareholder may enter into an agreement with Thompson Creek for the fair value of such Notice Shares. If such dissenting Thompson Creek shareholder does not reach an agreement with Thompson Creek, such dissenting Thompson Creek shareholder, or Centerra or Thompson Creek, may apply to the Court, and the Court may determine the payout value of the Notice Shares and make consequential orders and give directions as the Court considers appropriate. There is no obligation on Centerra or Thompson Creek to make an application to the Court. The dissenting Thompson Creek shareholder will be entitled to receive the fair value that the Thompson Creek common shares held as of the close of business on the day before the Effective Time. After a determination of the fair value of the Notice Shares, Centerra must then promptly pay that amount to the dissenting Thompson Creek shareholder.

In no case will Centerra, Thompson Creek, the Depositary or any other person be required to recognize dissenting Thompson Creek shareholders as Thompson Creek shareholders after the Effective Time, and the names of such dissenting Thompson Creek shareholders will be deleted from the central securities register as Thompson Creek shareholders at the Effective Time.

In no circumstances will Centerra, Thompson Creek or any other person be required to recognize a person as a dissenting Thompson Creek shareholder: (i) unless such person is the holder of the Thompson Creek common shares in respect of which Dissent Rights are purported to be exercised immediately prior to the Effective Time; (ii) if such person has voted or instructed a proxy holder to vote such Notice Shares in favor of the Arrangement Resolution; or (iii) unless such person has strictly complied with the procedures for exercising Dissent Rights set out in Division 2 of Part 8 of the BCBCA, as modified by Article 3 of the Plan of Arrangement, the Interim Order and the Final Order and does not withdraw such Notice of Dissent prior to the Effective Time.

Dissent Rights with respect to Notice Shares will terminate and cease to apply to the dissenting Thompson Creek shareholder if, before full payment is made for the Notice Shares, the Arrangement in respect of which the Notice of Dissent was sent is abandoned or by its terms will not proceed, a court permanently enjoins or sets aside the corporate action approved by the Arrangement Resolution, or the dissenting Thompson Creek shareholder withdraws the Notice of Dissent with Thompson Creek's written consent. If any of these events occur, Centerra must return the share certificate(s) representing the Notice Shares to the dissenting Thompson Creek shareholder and the dissenting Thompson Creek shareholder regains the ability to vote and exercise its rights as a Thompson Creek shareholder.

The discussion above is only a summary of the Dissent Rights, which are technical and complex. A Thompson Creek shareholder who intends to exercise Dissent Rights must strictly adhere to the procedures established in sections 237 to 247 of the BCBCA, as modified by Article 3 of the Plan of Arrangement, the Interim Order and the Final Order, and failure to do so may result in the loss of all Dissent Rights.

Persons who have their Thompson Creek common shares registered in the name of an intermediary, or in some other name, who wish to exercise Dissent Rights should be aware that only the registered owner of such Thompson Creek common shares is entitled to dissent. Thompson Creek Optionholders, holders of Thompson Creek RSUs and holders of Thompson Creek PSUs are not entitled to exercise Dissent Rights.

If you dissent there can be no assurance that the amount you receive as fair value for your Thompson Creek common shares will be more than or equal to the Arrangement Consideration under the Arrangement.

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**Each Thompson Creek shareholder wishing to avail himself, herself or itself of the Dissent Rights should carefully consider and comply with the provisions of the Interim Order and sections 237 to 247 of the BCBCA, which are attached to this proxy statement as Annexes E and D, respectively, and seek his, her or its own legal advice.**

If, as of the Effective Date, the aggregate number of Thompson Creek common shares in respect of which Thompson Creek shareholders have duly and validly exercised Dissent Rights, or have instituted proceedings to exercise Dissent Rights, exceeds 5% of the Thompson Creek common shares then outstanding, Centerra is entitled, in its discretion, not to complete the Arrangement. See "*The Arrangement Agreement Conditions to the Arrangement Becoming Effective.*"

**Other Agreements in Connection with the Arrangement Agreement**

***Thompson Creek Voting and Support Agreements***

On July 5, 2016, Centerra entered into the voting and support agreements (the "Voting Agreements") with certain directors and executive officers of Thompson Creek. The Voting Agreements set forth, among other things, the agreement of such directors and executive officers of Thompson Creek to vote their Thompson Creek common shares (including any Thompson Creek common shares issuable upon the exercise of any Thompson Creek Options) in favor of the Arrangement and any other matters necessary for the consummation of the Arrangement or the transactions contemplated by the Arrangement Agreement. As of the Record Date, 1,328,442 of the outstanding Thompson Creek common shares were subject to the Voting Agreements, representing less than 1% of the votes which may be cast by Thompson Creek shareholders at the Special Meeting.

Among other things, the Voting Agreements require voting support, prevent such directors and executive officers from exercising Dissent Rights and rights of appraisal, as applicable, and impose a contractual hold period on Thompson Creek common shares and Thompson Creek Options held by such directors and executive officers expiring upon completion of the Arrangement, or upon earlier termination of the Voting Agreements.

Certain of the directors and executive officers of Thompson Creek have agreed to vote any Thompson Creek common shares owned or controlled (directly or indirectly) or over which he or she exercises control or direction (directly or indirectly), to the extent he or she is so entitled, in favor of the Arrangement and against any Acquisition Proposal and/or any other matter that could reasonably be expected to delay, prevent impede or frustrate the completion of the Arrangement and each of the transactions contemplated by the Arrangement Agreement. Under the terms of the Voting Agreements, Centerra has acknowledged that each of such directors and executive officers is bound under the Voting Agreements only in such person's capacity as a Thompson Creek shareholder, and not in his or her capacity as a director or officer.

The Voting Agreements terminate