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Page 1 of 1.

COMMERCIAL COURTS – CSJ LIMA
Av. Petit Thouars No.4979 – Miraflores
NOTICE No.2007-095149-JR-CI

DOCKET: 2007-00659-72-1801-JR-CI-3
SUBJECT: NULLITY OF JURIDICAL ACT
JUDGE: GAMERO VILDOSO, LUIS MIGUEL
CURRENT COURT: 3RD CIVIL COMMERCIAL COURT
LEGAL SPECIALIST: LOPEZ MENDOZA, PATRICIA V.
PLAINTIFF (S) : CENTURY MINING CORPORATION
DEFENDANT (S) : ARIAS VARGAS DE GAMERO, VERÓNICA ROCIO
DEFENDANT (S) : ARIAS VARGAS DE UCELLI, MÓNICA PATRICIA
DESTINATARY : COMPAÑÍA MINERA ATACOCCHA S.A.
REAL DOMICILE : AV. JAVIER PRADO OESTE No.980
SAN ISIDRO-LIMA

Enclosed is Decision No.RES.20

ATTACHED HEREIN IS THE FOLLOWING: Copy of Decision Twenty dated May Ten of the year Two Thousand Seven, and writ causing the same.

Seal:

COMPAÑÍA MINERA ATACOCCHA S.A.A.

MAY 21, 2007

RECEPTION OF DOCUMENTS

The reception of this document does not involve the acceptance and/or conformity with the same.

Seal:

URGENT

Seal:

81549(last number illegible)

Seal:

JUDICIAL BRANCH

(Illegible Signature)

Marco Antonio Espino Cabezas

Judicial Assistant

(Illegible)

Seal:

JUDICIAL BRANCH

Superior Court of Justice

Central Office of Notices

May 14, 2007

RECEIVED

DOCKET: 2007-00659-72-1801-JR-CI-3
SUBJECT: NULLITY OF JURIDICAL ACT
BOOK: PRECAUTIONARY MEASURE

Decision Number Twenty

Miraflores, May 10, 2007

Having rendered account with the writ of absolution submitted by Century Mining Corporation; and providing the request of lifting of the precautionary measure requested by Mónica Rocío Arias Vargas de Gamero: **ATTENDING:**

ONE: That through decisions number three, dated March 12, of this year, composed by decision number eight, the Court admitted the precautionary measure request within the proceeding, submitted by Century Mining Corporation, and it was ordered to suspend the negotiation at the stock exchange round of the Lima Stock Exchange Market and all acts of assignment of stocks issued by the Mining Company La Poderosa, whose title holding currently corresponds to Corporación Minera San Manuel S.A, measure that was ordered based on the supporting documents and probative means submitted by the plaintiff in its precautionary request.

TWO: That taking into account the arguments of the lifting request and after having reviewed and compared the documents submitted by the plaintiff as support to its request, specifically Letter of Intention dated October eleven of the year Two Thousand Six, on page forty six and next of this book, we have that the translation submitted by the plaintiff on pages 46 and following, omitted the translation of numeral 2.4 of said letter, regarding the item “**exclusivity and due diligence**” of the original document in English language on page forty two.

THREE: That the clause whose translation was omitted establishes that “it is provided that the closing of the operation will take place on or before the month following the subscription of this intention agreement”, as it may be appreciated from the translation submitted by the recurrent and that is contained in page three hundred twenty seven and following, this means, it refers to a stipulation regarding the effective term of the Intention Agreement.

FOUR: That, on the other hand, from the review of the instruments corresponding to the translation submitted by the executant, it was also included communication dated November ten of the year two thousand six, text of which in the original language was not submitted, the same that stated in its **letter b)** the following: “*the initial extension period may be extended by the suppliers up to November 24, 2006, provided that Century provides the suppliers evidence, upon the reasonable satisfaction of the suppliers, regarding the fact that Century has obtained the appropriate funding in order to pay the suppliers the purchase price of the related debt*”;

FIFTH: That, nevertheless, the recurrent has submitted the text in the original language of the referred to communication on page three hundred twenty five, whose translation openly differs from the one transcribed above, being the following: “in parallel to the conclusion of the formal agreement, Century shall provide the sellers written evidence on the irrevocable order of transfer of funds that represents the deposit of the related debt that will be made on the accounts determined by the sellers. Said transference shall be made into the account of the sellers within the following three working days”- page three hundred thirty three-, difference that can be noted with basic or elemental knowledge of English, since the original text makes no reference whatsoever to an extension period neither to the date “November twenty four of the year two thousand six”.

SIX: That as it can be seen, the Letter of Intention had a specific effective term, the same that expired, according to the terms agreed in said document, on November eleven of the year two thousand six, that is to say, before the date on which the assignment of the stocks of the defendants in favor of third parties took place and whose nullity is requested in the principal action.

SEVEN: That taking into account that the claim of the plaintiff in the process of the court file, consists in declaring the nullity of the assignment of stocks entered into on November twenty two of the year two thousand six, the appearance of truth of the right that supported the precautionary measure has disappeared, not only for that regarding the expiration term of the legal effect of the Letter of Intention but also due to the omission and incorrect translation referred to in the whereas clauses above, which are specifically related to the effective term of the referred to letter, which apparently reveals a behavior that goes against the principles of veracity and moral integrity, even more if the plaintiff has issued no opinion regarding said fact in its absolution writ, matters regarding which the Court will issue an opinion when issuing the judgment, after valuating the gathered probative material, applying, if it were the case, that provided in article 621 of the Code of Civil Procedures, among other pertinent measures.

EIGHT: That, according to article 611 of the mentioned body of norms, in order to issue a precautionary measure the requisites of appearance of truth and danger in the delay must meet, being the first one understood not as a determination of certainty of the right of the claim, but as the truth appearance covering, while the second one, tends to avoid the prejudice that may be caused by the time that will take making the final decision of the proceeding. Both requisites must be concurrent, in such a way that if either of them does not configure or disappears, it is not possible to grant a precautionary providence or to leave without effect the one issued, correspondingly.

NINETH: That, in this sense, having disappeared one of the essential requisites of the precautionary measures, as happens to be the appearance of truth of the right, it corresponds to correct the mistake to which the Judge was induced by the plaintiff, situation that will continue as long as there is no probative mean that may make change the decision of the Judge, decision that in a way whatsoever is important that the principal claim follows its regular course and that with the decision it may be reached to an equal or different conclusion.

For all that exposed, it IS SOLVED TO: LEAVE WITHOUT EFFECT the precautionary measure issued by decision number three composed by decision number eight, serving notice in this sense to the entities that were served notice of said measure; consequently, TO LEAVE WITHOUT EFFECT, likewise, the conceded appeals decreed by decisions number nine, ten, eleven and twelve; Please notify.

All pages have the following seals:

JUDICIAL BRANCH
(Illegible Signature)
Dr. Luis Miguel Gamero Vildoso
Regular Judge
3rd Commercial Sub-Specialty Court
SUPERIOR COURT OF JUSTICE OF LIMA

JUDICIAL BRANCH
(Illegible Signature)
Patricia Verónica Lopez Mendoza
Judicial Clerk (illegible) 3rd Commercial Sub-Specialty Civil Court
SUPERIOR COURT OF JUSTICE OF LIMA

