

UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLORADO

In re:) Case No. 15-16835 MER
)
MIDWAY GOLD US INC. et al.,¹) Chapter 11
) Jointly Administered Under
Debtors.) Case No. 15-16835 MER
)

AFFIDAVIT OF SERVICE OF SOLICITATION MATERIALS

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Joseph Arena, being duly sworn, deposes and says, under the penalty of perjury:

1. I am the Manager of Solicitation Services at Epiq Bankruptcy Solutions, LLC (“Epiq”) located at 777 Third Avenue, New York, 12th Floor, New York 10017. I am authorized to submit this affidavit on Epiq’s behalf. I am over the age of eighteen years and am not a party to the above-captioned action. Unless otherwise stated, I have personal knowledge of the facts set forth herein.

2. I supervised service of the following materials:

- a. A CD-ROM (the “Solicitation CD-Rom”) with PDF copies of the following:
 - i. Disclosure Statement for Second Amended Joint Chapter 11 Plan of Liquidation, dated February 24, 2017, (the “Disclosure Statement”), a copy of which is attached as Exhibit 1;
Exhibit A: Second Amended Joint Chapter 11 Plan of Liquidation, dated February 24, 2017, (the “Plan”), a copy of which is attached as Exhibit 2; and
Exhibit B: Liquidation Analysis, a copy of which is attached as Exhibit 3; and
 - ii. Order (A) Approving Amended Disclosure Statement, (B) Approving Procedures for Solicitation of Votes on Second

¹ The Debtors and their respective case numbers are: Midway Gold US Inc. (15-16835 MER); Midway Gold Corp. (15-16836 MER); Golden Eagle Holding Inc. (15-16837 MER); MDW-GR Holding Corp. (15-16838 MER); RR Exploration LLC (15-16839 MER); Midway Services Company (15-16840 MER); Nevada Talon LLC (15-16841 MER); MDW Pan Holding Corp. (15-16842 MER); MDW Pan LLP (15-16843 MER); MDW Gold Rock LLP (15-16844 MER); Midway Gold Realty LLC (15-16845 MER); MDW Mine ULC (15-16846 MER); GEH (B.C.) Holding Inc. (15-16847 MER) , GEH (US) Holding Inc. (15-16848 MER).

Amended Joint Chapter 11 Plan of Liquidation, and (C) Scheduling Confirmation Hearing and Related Dates and Deadlines, dated March 2, 2017 [Docket No. 1191] (the “Disclosure Statement Order”);

- b. Notice of (I) Entry of Disclosure Statement Order, (II) Deadline to Object to Confirmation of the Debtors’ Second Amended Joint Chapter 11 Plan of Liquidation, And (III) Scheduling of Confirmation Hearing, dated March 2, 2017 [Docket No. 1193] (the “Confirmation Hearing Notice”);
- c. Notice of Non-Voting Status for holders of claims deemed to accept the Plan, (the “Deemed to Accept Notice”) a copy of which is attached hereto as Exhibit 4;
- d. Notice of Non-Voting Status for holders of claims and interests deemed to reject the Plan, (the “Deemed to Reject Notice”) a copy of which is attached hereto as Exhibit 5;
- e. Ballot for Voting on Second Amended Joint Chapter 11 Plan of Liquidation (“Ballot Form A”), a copy of which is attached hereto as Exhibit 6;
- f. Ballot for Voting on Second Amended Joint Chapter 11 Plan of Liquidation (“Ballot Form B”), a copy of which is attached hereto as Exhibit 7;
- g. a pre-addressed, postage paid return envelope (the “Return Envelope”), a sample of which is not attached hereto.

3. Unless otherwise noted below, on March 9, 2017 I caused true and correct copies of the above documents to be served via first-class mail as follows:

- a. the Solicitation CD-Rom, Confirmation Hearing Notice, Ballot Form A, and Return Envelope were served on the holders of claims in Class 6 (General Unsecured Claims Against Midway Gold US Inc.), Class 7 (General Unsecured Claims Against Midway Gold Corp.), Class 8 (General Unsecured Claims Against MDW Pan LLP), Class 9 General (Unsecured Claims Against MDW Gold Rock LLP), and Class 10 (General Unsecured Claims Against Midway Gold Realty LLC) listed on Exhibit 8 attached hereto;
- b. the Solicitation CD-Rom, Confirmation Hearing Notice, Ballot Form B, and Return Envelope were served on the holders of claims in Class 2 (Senior Agent Secured Claim), Class 6 (General Unsecured Claims Against Midway Gold US Inc.), Class 7 (General Unsecured Claims Against Midway Gold Corp.), Class 8 (General Unsecured Claims

Against MDW Pan LLP), Class 9 (General Unsecured Claims Against MDW Gold Rock LLP), and Class 10 (General Unsecured Claims Against Midway Gold Realty LLC) listed on Exhibit 9 attached hereto;

- c. the Confirmation Hearing Notice and Deemed to Accept Notice were served on the holders of claims Class 1 (Priority Non-Tax Claims), Class 3 (Subordinate Agent Secured Claim), Class 4 (Mechanic's Lien Claims Against MDW Pan LLP), and Class 5 (Other Secured Claims Against MDW Pan LLP) listed on Exhibit 10 attached hereto;
- d. the Confirmation Hearing Notice and Deemed to Reject Notice were served on the holders of Class 11 (Other General Unsecured Claims) and Class 12 (Equity Interests) listed on Exhibit 11 attached hereto;
- e. the Confirmation Hearing Notice and Deemed to Reject Notice were served via next business day service on the banks, brokers, dealers agent or other nominees (collectively, the "Nominees") of Class 12 (Equity Interests) listed on Exhibit 12 attached hereto. The Nominees were provided with sufficient quantities and instructions to distribute the aforementioned documents to the beneficial holders of Class 12 Equity Interests;
- f. the Solicitation CD-Rom and Confirmation Hearing Notice were served on the 2002/Master Service List parties and the parties listed on Exhibit 13 and Exhibit 14 attached hereto; and
- g. the Confirmation Hearing Notice was served on the parties listed on Exhibit 15 and Exhibit 16 attached hereto.

[Remainder of page intentionally left blank]

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Joseph Arena

Joseph Arena
Manager, Solicitation Services
Epiq Bankruptcy Solutions, LLC

SUBSCRIBED AND SWORN TO BEFORE ME

this 22nd day of March 2017.

[Signature]
Notary Public

ELLI KREMPA
Notary Public, State of New York
No. 01KR6175879
Qualified in Suffolk County
Commission Expires October 22, 2019

Exhibit 1

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLORADO**

In re:) **Case No. 15-16835 MER**
)
MIDWAY GOLD US INC. et al.,¹) **Chapter 11**
) **Jointly Administered Under**
Debtors.) **Case No. 15-16835 MER**
)

**DISCLOSURE STATEMENT FOR SECOND AMENDED
JOINT CHAPTER 11 PLAN OF LIQUIDATION**

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Possession*

¹ The Debtors and their respective case numbers are: Midway Gold US Inc. (15-16835 MER); Midway Gold Corp. (15-16836 MER); Golden Eagle Holding Inc. (15-16837 MER); MDW-GR Holding Corp. (15-16838 MER); RR Exploration LLC (15-16839 MER); Midway Services Company (15-16840 MER); Nevada Talon LLC (15-16841 MER); MDW Pan Holding Corp. (15-16842 MER); MDW Pan LLP (15-16843 MER); MDW Gold Rock LLP (15-16844 MER); Midway Gold Realty LLC (15-16845 MER); MDW Mine ULC (15-16846 MER); GEH (B.C.) Holding Inc. (15-16847 MER) , GEH (US) Holding Inc. (15-16848 MER).

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS APRIL 14, 2017 AT 5:00 P.M. (MOUNTAIN TIME), UNLESS THE DEBTORS EXTEND THE VOTING DEADLINE. TO BE COUNTED, THE BALLOTING AGENT MUST ACTUALLY RECEIVE YOUR BALLOT ON OR BEFORE THE VOTING DEADLINE.

THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT, THE PLAN AND ANY EXHIBITS ATTACHED HERETO IS HIGHLY SPECULATIVE, AND PERSONS SHOULD NOT RELY ON SUCH DOCUMENTS IN MAKING INVESTMENT DECISIONS WITH RESPECT TO (A) THE DEBTORS OR (B) ANY OTHER ENTITIES THAT MAY BE AFFECTED BY THE CHAPTER 11 CASES.

THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT FOR THE SECOND AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION TO HOLDERS OF CLAIMS FOR PURPOSES OF SOLICITING VOTES TO ACCEPT OR REJECT THE PLAN. YOU SHOULD NOT RELY UPON OR USE THE INFORMATION IN THIS DISCLOSURE STATEMENT FOR ANY OTHER PURPOSE.

THIS DISCLOSURE STATEMENT HAS BEEN PREPARED PURSUANT TO SECTION 1125 OF THE BANKRUPTCY CODE AND RULE 3016(B) OF THE FEDERAL RULES OF BANKRUPTCY PROCEDURE AND IS NOT NECESSARILY IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS. THIS DISCLOSURE STATEMENT WAS NOT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE AUTHORITY, AND NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN.

THIS DISCLOSURE STATEMENT MAY CONTAIN “FORWARD LOOKING STATEMENTS” WITHIN THE MEANING OF THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. SUCH STATEMENTS CONSIST OF ANY STATEMENT OTHER THAN A RECITATION OF HISTORICAL FACT AND CAN BE IDENTIFIED BY THE USE OF FORWARD-LOOKING TERMINOLOGY SUCH AS “MAY,” “EXPECT,” “ANTICIPATE,” “ESTIMATE” OR “CONTINUE” OR THE NEGATIVE THEREOF OR OTHER VARIATIONS THEREON OR COMPARABLE TERMINOLOGY. THE READER IS CAUTIONED THAT ALL FORWARD-LOOKING STATEMENTS ARE NECESSARILY SPECULATIVE AND THERE ARE CERTAIN RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL EVENTS OR RESULTS TO DIFFER MATERIALLY FROM THOSE REFERRED TO IN SUCH FORWARD-LOOKING STATEMENTS. THE LIQUIDATION ANALYSIS, DISTRIBUTION PROJECTIONS AND OTHER INFORMATION CONTAINED HEREIN AND ATTACHED HERETO ARE ESTIMATES ONLY, AND THE TIMING AND AMOUNT OF ACTUAL DISTRIBUTIONS TO HOLDERS OF ALLOWED CLAIMS MAY BE AFFECTED BY MANY FACTORS THAT CANNOT BE PREDICTED. THEREFORE, ANY ANALYSES, ESTIMATES OR RECOVERY PROJECTIONS MAY OR MAY NOT TURN OUT TO BE ACCURATE.

NO LEGAL OR TAX ADVICE IS PROVIDED TO YOU BY THIS DISCLOSURE STATEMENT. THE DEBTORS URGE EACH HOLDER OF A CLAIM OR AN EQUITY INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN AND EACH OF THE PROPOSED TRANSACTIONS CONTEMPLATED THEREBY. FURTHERMORE, THE BANKRUPTCY COURT’S APPROVAL OF THE ADEQUACY OF DISCLOSURE CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT’S APPROVAL OF THE MERITS OF THE PLAN.

IT IS THE DEBTORS’ POSITION THAT THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND MAY NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION OR WAIVER. RATHER, HOLDERS OF CLAIMS AND

EQUITY INTERESTS AND OTHER ENTITIES SHOULD CONSTRUE THIS DISCLOSURE STATEMENT AS A STATEMENT MADE IN SETTLEMENT NEGOTIATIONS RELATED TO CONTESTED MATTERS, ADVERSARY PROCEEDINGS AND OTHER PENDING OR THREATENED LITIGATION OR ACTIONS.

NO RELIANCE SHOULD BE PLACED ON THE FACT THAT A PARTICULAR LITIGATION CLAIM OR PROJECTED OBJECTION TO A PARTICULAR CLAIM IS, OR IS NOT, IDENTIFIED IN THE DISCLOSURE STATEMENT. THE LIQUIDATING TRUSTEE MAY SEEK TO INVESTIGATE, FILE AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THE DISCLOSURE STATEMENT IDENTIFIES ANY SUCH CLAIMS OR OBJECTIONS TO CLAIMS. THE PLAN RESERVES FOR THE LIQUIDATING TRUSTEE THE RIGHT TO BRING CAUSES OF ACTION (DEFINED IN THE PLAN) AGAINST ANY ENTITY OR PARTY IN INTEREST EXCEPT THOSE SPECIFICALLY RELEASED.

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, CERTAIN EVENTS IN THE DEBTORS' CHAPTER 11 CASES AND CERTAIN DOCUMENTS RELATED TO THE PLAN THAT ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THE SUMMARIES DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN FOR ALL PURPOSES. FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS' MANAGEMENT EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

THE DEBTORS' MANAGEMENT HAS REVIEWED THE FINANCIAL INFORMATION PROVIDED IN THIS DISCLOSURE STATEMENT. ALTHOUGH THE DEBTORS HAVE USED THEIR REASONABLE BUSINESS JUDGMENT TO ENSURE THE ACCURACY OF THIS FINANCIAL INFORMATION, NO ENTITY HAS AUDITED THE FINANCIAL INFORMATION CONTAINED IN, OR INCORPORATED BY REFERENCE INTO, THIS DISCLOSURE STATEMENT.

THE DEBTORS ARE MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO. HOLDERS OF CLAIMS AND EQUITY INTERESTS REVIEWING THIS DISCLOSURE

STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THE DEBTORS FILED THIS DISCLOSURE STATEMENT. HOLDERS OF CLAIMS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN MUST RELY ON THEIR OWN EVALUATION OF THE DEBTORS AND THEIR OWN ANALYSIS OF THE TERMS OF THE PLAN, INCLUDING, WITHOUT LIMITATION, ANY RISK FACTORS CITED HEREIN, IN DECIDING WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN.

THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

PRIOR TO DECIDING WHETHER AND HOW TO VOTE ON THE PLAN, EACH HOLDER OF A CLAIM IN A VOTING CLASS SHOULD CONSIDER CAREFULLY ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN GREATER DETAIL HEREIN.

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I. INTRODUCTION

This is the disclosure statement (the “Disclosure Statement”) of Midway Gold US Inc. (“MGUS”) and its affiliated debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases, pending before the United States Bankruptcy Court for the District of Colorado (the “Bankruptcy Court”), filed in connection with the Debtors’ Second Amended Joint Chapter 11 Plan of Liquidation, dated February 24, 2017 (the “Plan”), a copy of which is attached to this Disclosure Statement as Exhibit A.

A. Definitions and Exhibits

1. Definitions

Unless otherwise defined herein, capitalized terms used in this Disclosure Statement shall have the meanings given in the Plan.

2. Exhibits

All exhibits to this Disclosure Statement are incorporated as if fully set forth herein and are a part of this Disclosure Statement.

B. Notice to Creditors

1. Purpose of Disclosure Statement

The purpose of this Disclosure Statement is to set forth information that (i) summarizes the Plan and alternatives to the Plan, (ii) advises holders of Claims and Equity Interests of their rights under the Plan, (iii) assists holders of Claims entitled to vote in making informed decisions as to whether they should vote to accept or reject the Plan, and (iv) assists the Bankruptcy Court in determining whether the Plan complies with the provisions of chapter 11 of the Bankruptcy Code and should be confirmed.

Pursuant to the Disclosure Statement Order, the Bankruptcy Court has approved this Disclosure Statement, finding that it contains “adequate information” as that term is used in Section 1125(a)(1) of the Bankruptcy Code. However, the Bankruptcy Court has not passed on the merits of the Plan. Creditors should carefully read the Disclosure Statement in its entirety before voting on the Plan.

IT IS THE OPINION OF THE DEBTORS THAT CONFIRMATION AND IMPLEMENTATION OF THE PLAN IS IN THE BEST INTERESTS OF THE DEBTORS’ ESTATES AND CREDITORS. THEREFORE, THE DEBTORS RECOMMEND THAT CREDITORS VOTE TO APPROVE THE PLAN.

THE PLAN IS ALSO SUPPORTED BY THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS, THE SENIOR AGENT ON BEHALF OF ITSELF AND THE SENIOR SECURED PARTIES, AND THE SUBORDINATE AGENT ON BEHALF OF ITSELF AND THE SUBORDINATE SECURED PARTIES, AND REFLECTS NUMEROUS HEAVILY NEGOTIATED SETTLEMENTS AND OTHER

AGREEMENTS WITH THESE AND NUMEROUS OTHER PARTIES, WHICH, IF LEFT UNRESOLVED, WOULD INVOLVE POTENTIAL LITIGATION AND SIGNIFICANTLY DELAY THE ADMINISTRATION AND WIND-DOWN OF THESE CHAPTER 11 CASES.

PLEASE READ THE DISCLOSURE STATEMENT, INCLUDING THE PLAN, IN ITS ENTIRETY. THE DISCLOSURE STATEMENT SUMMARIZES THE TERMS OF THE PLAN FOR THE CONVENIENCE OF CREDITORS AND EQUITY INTEREST HOLDERS, BUT THE PLAN ITSELF QUALIFIES ALL SUCH SUMMARIES. ACCORDINGLY, IF THERE IS ANY INCONSISTENCY BETWEEN THE PLAN AND THE DISCLOSURE STATEMENT, THE TERMS OF THE PLAN SHALL CONTROL.

C. Disclosure Statement Enclosures

Subject to the solicitation procedures and the proposed solicitation packages described in Article VI of this Disclosure Statement, accompanying the Disclosure Statement are the following enclosures:

1. Disclosure Statement Order

A copy of the Disclosure Statement Order entered by the Bankruptcy Court approving the Disclosure Statement and, among other things, establishing procedures for voting on the Plan and scheduling the hearing to consider, and the deadline for objecting to, confirmation of the Plan.

2. Notice of Confirmation Hearing

A copy of the notice (the "Confirmation Hearing Notice") of the deadline for submitting ballots to accept or reject the Plan and, among other things, the deadline for objecting to the Plan and the date, time and place of the hearing to consider confirmation of the Plan (the "Confirmation Hearing").

3. Ballots

One or more ballots (and return envelopes) for voting to accept or reject the Plan, unless you are not entitled to vote to accept or reject the Plan and are deemed to accept or reject the Plan, and therefore, are not entitled to vote. See Article III of the Plan for an explanation of which parties in interest are entitled to vote.

D. Inquiries

If you have any questions about the packet of materials that you have received, please contact (i) Squire Patton Boggs (US) LLP, 221 E. Fourth Street, Suite 2900, Cincinnati, Ohio 45202, (513) 361-1200, Attn: Stephen Lerner or Elliot Smith, or (ii) Sender Wasserman Wadsworth, P.C., 1660 Lincoln Street, Suite 2200, Denver, Colorado 80264, (303) 296-1999, Attn: Harvey Sender or Aaron Conrardy, during normal business hours.

II. OVERVIEW OF THE DEBTORS' OPERATIONS AND CHAPTER 11 CASES

A. The Debtors' Prepetition Business Operations and Corporate Structure

A full and complete description of the Debtors' prepetition background and corporate structure was set forth in detail in the *Declaration of Bradley J. Blacketer in Support of Chapter 11 Petitions and Various First Day Applications and Motions* (the "First Day Declaration") (Docket No. 22), which is on file with the Bankruptcy Court and incorporated herein by reference in its entirety. The following information is based on the description contained in the First Day Declaration and is being repeated and supplemented here for convenience with minor modifications to reflect postpetition events.

Debtor Midway Gold Corp. ("Midway Gold"), the parent company of MGUS, was incorporated on May 14, 1996 under the laws of the Province of British Columbia, Canada, and its principal business activity was the acquisition, exploration and development of mineral properties located in the states of Nevada and Washington. As of the Petition Date, Midway Gold was a publicly traded, U.S.-based gold producer, and its stock had been trading on the NYSE MKT and the Toronto Stock Exchange under the symbol "MDW."² Midway Gold's executive offices were located in Englewood, Colorado and, as of the Petition Date, all of Midway Gold's senior management, including its Chief Executive Officer, Chief Financial Officer and General Counsel worked in the Englewood headquarters.

As of the Petition Date, the Debtors operated primarily through Midway Gold's wholly-owned subsidiary located in the United States, MGUS, which was, among other things, responsible for the Debtors' general corporate functions. The Debtors had one gold producing property: the Pan gold mine located in White Pine County, Nevada. The Debtors also had gold properties which were exploratory stage projects where gold mineralization had been identified, such as the Tonopah project in Nye County, Nevada, the Gold Rock project in White Pine County, Nevada, and the Golden Eagle project in Ferry County, Washington. Out of these projects, a permitting process had been undertaken only for the Gold Rock project. Finally, the Debtors' Spring Valley property, another gold property located in Pershing County, Nevada, was subject to a joint venture with Barrick Gold Exploration Inc. As described below, each of these projects, with the exception of the Tonopah project, were sold during the Chapter 11 Cases (the Spring Valley property to Solidus Resources through the Spring Valley Sale and the remaining properties and projects to GRP Minerals through the GRP Sale) and the Debtors no longer have any ongoing business operations.

An organizational chart depicting the Debtors' overall corporate structure is attached as Exhibit 1 to the First Day Declaration. In addition to MGUS and Midway Gold, the Debtors in these Chapter 11 Cases are MDW Pan LLP, MDW Pan Holding Corp., MDW Mine ULC, Midway Services Company, MDW Gold Rock LLP, RR Exploration LLC, Nevada Talon LLC, Midway Gold Realty LLC, GEH (BC) Holding Inc., GEH (US) Holding Inc., Golden Eagle Holding, Inc. and MDW-GR Holding Corp. The non-Debtor affiliates are Midway

² Midway Gold was delisted by the NYSE MKT and the Toronto Stock Exchange and trading ceased as a result of the commencement of the Chapter 11 Cases.

Pan Mine Co., Midway Gold Rock Mine Co., Mine Services, LLC and Midway Exploration, LLC. Each of these non-Debtors has no material property or operations.

B. The Debtors' Mineral Properties

1. The Pan Property in Nevada

Under that certain Pan Mineral Lease, dated January 7, 2003, between MDW Pan and Nevada Royalty Corp. (successor in interest to Newark Valley Mining Corp., and earlier from Gold Standard Royalty (Nevada) Inc. and originally from Bertha C. Johnson, Trustee of the Lyle F. Campbell Trust under an Agreement of Trust dated August 5, 1986 and last amended on May 19, 1988), MDW Pan assumed a mineral lease agreement for a 100% interest in the Pan property claims. The Pan property is located at the northern end of the Pancake mountain range in western White Pine County, Nevada, approximately 18 miles southeast of Eureka, Nevada, and 58 miles west of Ely, Nevada. The Pan gold deposit contains near-surface mineralization that was extracted using open pit mining methods. Ore is processed by conventional heap leaching methods. As of the Petition Date, ore from the South Pan pit had been processed run-of-mine, while some of the ore from the North Pan pit was crushed before being placed on the leach pad and some processed as run-of-mine material.

Each year, MDW Pan had to pay an advance minimum royalty, which was the greater of \$60,000³ or the US dollar equivalent of 174 ounces of gold. The minimum advance royalties were creditable against a sliding scale Net Smelter Returns (“NSR”) production royalty of 2.5% to 4%. In addition, MDW Pan had to incur a minimum of \$65,000 per year for work expenditures, including claim maintenance fees, during the term of the mining lease. MDW Pan also owned 100% of certain adjoining claims acquired by staking.

The construction of the Pan gold mine began in January, 2014, and, as of the Petition Date, was near completion. Mining operations commenced in September, 2014, and gold production began on March 26, 2015. The production of gold allowed the Pan gold mine to transition from an exploration and development stage to a gold production stage.

However, as of the Petition Date, gold production was significantly below the Debtors' initial production forecasts due principally to higher than anticipated clay content in the ore mined. This resulted in lower permeability and channeling of the solution applied to the leach pad which, in turn, resulted in significantly lower gold production when compared to initial forecasts. The Pan mine's performance was lower than expected, when compared to the geological model, both in terms of the ore grade and tonnage. The Debtors hired an independent engineer to update the geologic model and mineral resource estimate for the Pan gold mine. The estimated cost to complete construction of the Pan gold mine was \$87.8 million (excluding crusher, agglomeration and leach pad expansion capital costs). As of May 2015, approximately \$82.1 million had been spent on the Pan mine project.

There were challenges to the Debtors' initial strategy relating to the Pan mine because the restatement of mineral resources resulted in a significant reduction in the contained gold ounces. Both time and resources were lacking to complete the in-fill and the extension

³ Unless otherwise noted, all amounts expressed in this Disclosure Statement are in United States dollars.

drilling that could convert the material from the inferred to the measured and indicated category. A final technical report on the Pan mine was published on June 25, 2015, which provided an update to the resource block model and to the project's economic assessment.

As of the Petition Date, the Debtors believed that additional time and resources were necessary to successfully maximize value at the Pan mine, including, without limitation, to (i) complete a detailed mine plan, (ii) complete metallurgical testing, (iii) characterize ore to determine expected leach cycles and recovery under various processing schemes, (iv) complete trade-off studies to select the most efficient scheme for processing the ore, (v) complete a detailed design and engineering of the selected process, (vi) complete a capital estimate for the selected process, and (vii) establish a schedule and initiate procurement of long lead items required to complete the development and construction of the selected process. As described below, the Debtors accomplished many, if not all, of these initiatives during the Chapter 11 Cases, which efforts contributed to maximizing value through the postpetition sale processes that were conducted.

As described below, the Pan mine was sold to GRP Minerals during the Chapter 11 cases.

2. The Gold Rock Property in Nevada

Under that certain Monte Mineral Lease, dated March 20, 2006, between MDW Gold Rock LLP ("MDW Gold Rock") and Nevada Royalty Corp., MDW Gold Rock acquired claims that comprised the Gold Rock property. The Gold Rock property is located in the eastern Pancake Range in western White Pine County, Nevada. The property is eight miles southeast of the Pan Project, approximately 45 miles from Ely, Nevada. The royalty agreements were subject to sliding scale royalties on NSR ranging from 2% to 6% based upon gold price and advanced minimum royalty payments recoverable from commercial production.

As of the Petition Date, production had not begun at the Gold Rock property. However, the Gold Rock mine was anticipated to be the Debtors' second operating gold mine. A gold resource had been defined on the project and numerous drill targets with potential for expanding that resource had been identified. Additional drilling was planned but it required additional financing.

There was an ongoing permitting process for the Gold Rock project. On February 13, 2015, the Debtors announced that the Draft Environmental Impact Statement ("DEIS") for the Gold Rock project was available for public comment as published by the U.S. Bureau of Land Management in the federal register. The DEIS provided an analysis of environmental, social and economic impacts of the proposed mine plan and possible alternatives. The public comment period ended on March 30, 2015.

As described below, the Gold Rock project was sold to GRP Minerals during the Chapter 11 cases.

3. The Spring Valley Property in Nevada

MGUS (formerly known as MGC Resources, Inc.) and Barrick Gold Exploration Inc. (“Barrick”) entered into an Exploration, Development and Mine Operating Agreement dated March 9, 2009 (as amended, the “Barrick Agreement”), pursuant to which the parties agreed that certain properties located in Pershing County, Nevada and commonly referred to as the “Spring Valley property,” which were owned or leased by MGUS, or in which MGUS held a contractual interest, would be explored and developed by Barrick for the benefit of both parties.

Pursuant to the Barrick Agreement, Barrick was granted the exclusive right to explore, develop and earn an interest in the Spring Valley property. Barrick completed an expenditure requirement of \$38 million enabling Barrick to earn a 70% interest in the Spring Valley property. In addition, MGUS elected to allow Barrick to earn an additional 5% interest (for a 75% total) by carrying the Debtors to a production decision and arranging financing for MGUS’s share of the mine construction expenses with the carrying and financing costs plus interest to be recouped by Barrick, solely from MGUS’s share of project cash flows once production had been established. Thus, as of the Petition Date, MGUS and Barrick owned 30% and 70% interests, respectively, in the Spring Valley property.

MGUS exercised its option under the Barrick Agreement to enter into the joint venture with Barrick on February 23, 2014 and Barrick became the manager of the joint venture. On February 25, 2015, the Debtors announced that Barrick had published an initial mineral resource for Spring Valley.

As described in greater detail below, the Debtors and Barrick each determined to sell their respective interests in the Spring Valley property during the Chapter 11 Cases, but the parties were not able to agree on a consensual joint sale process. As a result, the Debtors commenced an adversary proceeding against Barrick, pursuant to which, among other things, the Debtors sought to sell the entirety of the Spring Valley project pursuant to Section 363(h) of the Bankruptcy Code. The Debtors also sought a preliminary injunction to enjoin Barrick from proceeding with its own sale process pending the resolution of the adversary proceeding. Ultimately, the adversary proceeding was effectively rendered moot by the successful sale of MGUS’s interest in the Spring Valley project to Solidus Resources through the Spring Valley Sale. Solidus Resources also acquired Barrick’s interest in the Spring Valley project through Barrick’s independent sale process, such that it acquired 100% of the Spring Valley project. The adversary proceeding was dismissed soon thereafter.

4. The Tonopah Property in Nevada

Pursuant to a series of amendments to an Option Agreement dated July 2, 2001, MGUS acquired a 100% interest in the Tonopah property, comprised of 245 unpatented lode mining claims in Nye County, Nevada. The Tonopah property is located approximately 15 miles northeast of the town of Tonopah, 210 miles northwest of Las Vegas and 236 miles southeast of Reno, Nevada. The property is on the northeastern flank of the San Antonio Mountains and in the Ralston Valley.

MGUS was required to pay a sliding scale royalty on NSR from any commercial production from 2% to 7%, based on changes in gold prices and an advance minimum royalty recoverable from commercial production of \$300,000 per year. MGUS entered into an agreement allowing payment of only \$50,000 of the \$300,000 payment due on August 2014. The remaining \$250,000, along with the \$300,000 payment due in August 2015, was to be paid subsequently to the economic completion of the Pan gold mine project. As of the Petition Date, production had not begun at the Tonopah property.

As described in greater detail below, notwithstanding significant marketing efforts and preliminary interest expressed by certain buyers, the Tonopah property was not sold through either of the Sales and is currently a Remaining Asset under the Plan. The Debtors, with the assistance of their advisors, have identified a buyer for the Tonopah property and have negotiated an asset purchase agreement, which is in final form and subject to approval by the Bankruptcy Court. The Debtors have filed a motion under section 363 of the Bankruptcy Code to obtain authorization to complete the sale. If the sale is approved prior to the Effective Date of the Plan, the Plan includes provisions relating to the distribution of the net cash proceeds of the sale to holders of Claims. If the Debtors are not able to consummate the sale, the Tonopah property will be a Remaining Asset under the Plan.

5. The Golden Eagle Property in Washington

In August, 2008, Debtor Golden Eagle Holding, Inc. purchased a 100% interest in a project located in Golden Eagle, Washington as follows: (i) 75% from Kinross Gold USA Inc. (“Kinross”) at a cost of \$1.5 million and (ii) 25% interest from Hecla Limited at a cost of \$0.5 million. The Golden Eagle property is located on private land in the Eureka (Republic) mining district in Ferry County, Washington. The property is two miles northwest of the town of Republic, Washington. Kinross retained a 2% NSR royalty and was granted a first right of refusal to toll mill ore from the Golden Eagle property at their mill. As of the Petition Date, production had not begun at the Golden Eagle property.

As described below, the Golden Eagle property was sold to GRP Minerals during the Chapter 11 cases.

6. The Pinyon Property in Nevada

MGUS entered into an Exploration, Development and Mine Operating Agreement (the “Pinyon Agreement”) with Aurion Resources US LLC (“Aurion”) on November 1, 2012 for claims in property located in White Pine County, Nevada. Pinyon is a disseminated gold target near the Gold Rock and Pan projects. The Pinyon property is located in White Pine County, Nevada approximately 20 miles southeast of Eureka, Nevada. It is 10 miles north of the Gold Rock project and 6 miles east of the Pan Project. The Pinyon Agreement provided that MGUS could earn up to a 70% interest in the Pinyon property by incurring exploration expense of \$2 million over a period of five years and to make all payments required under an existing mining lease to maintain the claim related to the property. MGUS could also earn an additional 5% (for a 75% total) by arranging a mine financing. As of the Petition Date, no exploration work had been done with respect to this project and expenditures had been limited to the lease and claim payments.

As described below, the Pinyon property was sold to GRP Minerals during the Chapter 11 cases.

As of the Petition Date, the Debtors were up to date on all the permitting requirements with respect to all of their properties.

C. The Debtors' Prepetition Capital Structure

The First Day Declaration also contained a fulsome description of the Debtors' prepetition capital structure, which is incorporated herein by reference. In addition, pursuant to the *Final Order (A) Authorizing Postpetition Use of Cash Collateral, (B) Granting Adequate Protection to Secured Parties, and (C) Granting Related Relief* (the "Cash Collateral Order") (Docket No. 452), the Debtors made certain stipulations with respect to the amount, nature, validity, priority, extent, and enforceability of the liens, security interests and claims asserted by the Senior Secured Parties and the Subordinate Secured Parties. The following information is based on the description contained in the First Day Declaration and is being repeated and supplemented here for convenience. Nothing herein is intended or shall be deemed to modify in any way any of the stipulations made by the Debtors in the Cash Collateral Order, which stipulations are binding the Debtors' estates as provided for in the Cash Collateral Order.

1. Prepetition Funded Indebtedness

As of the Petition Date, the Debtors had total principal outstanding funded indebtedness of (a) approximately \$47.50 million of borrowings under their Senior Debt Facility (as defined below), and (b) approximately \$7.85 million under their Subordinated Debt Facility (as defined below).

a. Senior Debt Facility

MDW Pan is party to that certain Senior Credit Agreement by and among MDW Pan, as borrower, each of the Senior Lenders, and Commonwealth Bank of Australia, in its capacity as the Senior Agent, pursuant to which it obtained a \$55 million three-year senior secured project finance facility (the "Senior Debt Facility") to fund the continued development and construction of the Pan gold mine project. By amendment to the Senior Credit Agreement dated November 26, 2014, the principal amount of the Senior Debt Facility was reduced from \$55 million to \$53 million. As of the Petition Date, the outstanding principal balance of the Senior Debt Facility was \$47.50 million.

The Senior Credit Agreement has two tranches of debt: (i) a project finance facility in the amount of \$43 million, and (ii) a cost overrun facility of \$10 million. Advances under the project finance facility bear interest at LIBOR plus 3.75% until economic completion and LIBOR plus 3.50% thereafter. Advances under the cost overrun facility bear interest at the project finance facility rate plus 2%.

MDW Pan, which owned the Pan project and related assets, was the borrower under the Senior Credit Agreement, and the performance and payment of all of MDW Pan's obligations under the Senior Credit Agreement were guaranteed by each of the other Debtors (and the four non-Debtor affiliates). Finally, the Senior Secured Obligations are secured by

substantially all of the assets of MDW Pan, as described in detail in the Cash Collateral Order. Finally, each of the Debtors (and the four non-Debtor affiliates of the Debtors) have pledged 100% of the common stock they own in the other Debtors and non-Debtors, as applicable, to secure the Senior Secured Obligations as well.

The Debtors drew down \$47.50 million under the Senior Credit Agreement prior to the Petition Date for the purpose of constructing the Pan mine project. The Debtors' ability to draw additional amounts was contingent upon customary conditions precedent, including funding any expected cost overruns on the Pan gold mine project and the establishment of an un-margined hedging program through the Senior Agent. The Debtors satisfied the gold hedging requirements on October 7, 2014 by entering into commitments to deliver to the Senior Agent, at a flat forward price of \$1,200 per ounce, 80,500 ounces of gold over a 23-month period commencing in May, 2015.

As a result of Pan gold mine project delays and lower gold production than that forecasted, the Debtors did not have sufficient funds (i) to complete construction of the Pan gold mine, (ii) to fund operating and reserve accounts and (iii) to satisfy other requirements under the Senior Credit Agreement. As a result, the Debtors were no longer in compliance with the Senior Debt Facility.

On March 13, 2015, MDW Pan and the Senior Agent entered into a waiver with respect to certain provisions of the Senior Credit Agreement (the "Waiver") in connection with the Debtors' Senior Debt Facility. The Waiver, among other things, (i) granted MDW Pan a temporary waiver until April 20, 2015 of certain covenants set forth in the Senior Credit Agreement which required that MDW Pan not, directly or indirectly, fail the Cost to Complete Test (as defined in the Senior Credit Agreement) or the Time to Complete Test (also as defined therein) for more than 30 consecutive days, (ii) allowed the financial statements delivered by MDW Pan and Midway Gold for the fiscal year 2014 to include "going concern" disclosures and (iii) permit the discretionary diesel hedging currently in effect by MDW Pan to exceed 75% but not to exceed 90% of projected diesel consumption in any month.

As consideration for the Waiver, MDW Pan agreed to pay to the Senior Agent a non-refundable waiver fee equal to \$0.2 million (the "Waiver Fee"), due and payable on June 30, 2015. The Waiver did not amend the covenants, tests or obligations related to the Senior Credit Agreement or the ongoing compliance with its terms, which affected the Debtors' ability to draw the remaining amounts under the Senior Credit Agreement and maintain the Senior Credit Agreement in good standing.

The Debtors were unable to comply with their obligations under the Waiver resulting in an event of default under the Senior Credit Agreement on May 20, 2015. Since January 30, 2015, the Senior Secured Parties have not provided any additional financing to the Debtors.

MDW Pan and CBA also entered into that certain ISDA Master Agreement dated as of October 3, 2014, and related confirmations (the "Secured Hedge Agreement"), as further modified by the Letter Agreement between MDW Pan and CBA dated May 21, 2015 (the "Secured Hedge Termination"), pursuant to which, notwithstanding anything to the contrary in

the Credit Agreement or in any Secured Hedge Agreement, MDW Pan was permitted to terminate all Secured Hedge Agreements and all transactions entered into thereunder and, following such termination, the obligation of MDW Pan to execute and maintain mandatory derivative transactions under the Risk Management Program (as defined in the Senior Creditor Agreement) was waived.

Upon achieving economic completion and meeting certain other requirements under the Senior Debt Facility, the Senior Agent's collateral was to be limited to the assets of MDW Pan and a guaranty from Midway Gold. Pursuant to the Senior Debt Facility, Midway Gold's ability to receive distributions from MDW Pan for corporate, general and administrative expenses and other non-Pan expenditures was contingent upon generating sufficient cash flow and satisfying certain conditions precedent, including funding a debt service reserve account with \$10 million and an operating cash account with \$7.5 million, as well as achieving various economic completion tests relating to mine production, recoveries, sales, costs and sustainability over a three-month period. As of the Petition Date, these requirements had not been met.

b. Subordinated Debt Facility

The Debtors also have a subordinate secured credit facility pursuant to that certain Subordinate Credit Agreement among MDW Pan, as borrower, the Subordinate Lenders, and the Subordinate Agent (the "Subordinated Debt Facility").

On April 17, 2015, MDW Pan and the Subordinate Secured Parties entered into the Subordinate Credit Agreement and the Debtors received an initial draw of \$3.85 million (the "Initial Draw") under the Subordinate Credit Agreement. The Subordinate Credit Agreement matures on September 30, 2017, bears interest at a rate of 13.5% per annum and is subject to a 5% per annum commitment fee on the undrawn commitment through September 30, 2015. The proceeds of the facility were to be used to pay for costs for the Pan gold mine project and for general corporate purposes. As of the Petition Date, the principal balance of the Subordinate Credit Agreement was \$7.85 million.

The Subordinated Debt Facility was secured by the same collateral package, guaranties and pledges as the Senior Debt Facility but it is subordinated to the senior security interest of the Senior Agent and the other Senior Secured Parties.

On April 17, 2015, the Senior Agent, the Subordinate Agent, Midway Gold, MDW Pan and certain other parties entered into the Subordination Agreement to determine the respective right of the Senior Agent and the Subordinate Agent.

The Debtors went out of compliance with the terms of the Subordinated Debt Facility prior to the Petition Date and, after May 15, 2015, the Subordinate Agent has not provided any additional financing to the Debtors.

2. Series A Preferred Shares

In December 2012, the Debtors issued 37,837,838 Series A Preferred Shares of Midway Gold at \$1.85 per share for gross proceeds of \$70 million pursuant to a private placement. The Series A Preferred Shares are a participating security as they receive dividends

with common stock or cash at the Debtors' election. There is an 8% annual dividend for the Series A Preferred Shares, compounding monthly, payable quarterly and, at their option, the Debtors may pay such dividend with common shares in lieu of cash.

The holders of each Series A Preferred Share are able to convert the shares into common shares on a one-for-one basis at any time on a 3 days' notice to the Debtors. After December 13, 2013, the Debtors could pro-ratably force conversion of the shares into common shares on a one-for-one basis if certain conditions were met. Starting on December 13, 2017, the Debtors or each holder of Series A Preferred Shares had the right to redeem or to require the Debtors to redeem, upon 30 days' notice, at their issue price any portion of the Series A Preferred Shares plus accumulated unpaid dividends for cash upon 30 days' notice. As of the Petition Date, there were no conversions.

Holders of the Series A Preferred Shares were given the right to nominate and elect, voting as a separate class, one director to Midway Gold's board. Upon liquidation, dissolution or winding-up, the holders of the Series A Preferred Shares are entitled to a liquidation preference equal to 125% of the initial issue price prior to any distribution to the holders of the common shares. Finally, holders of the Series A Preferred Shares have consent rights over a variety of significant corporate and financing matters.

Of the 37,837,838 Series A Preferred Shares sold, EREF-MID II, LLC and HCP-MID, LLC purchased a combined 17,837,838 Series A Preferred Shares.⁴

On March 26, 2015, Midway Gold's board of directors declared a dividend payment to the holders of Series A Preferred Shares with a record date of March 30, 2015, totaling \$1.4 million, which was paid on April 1, 2015 in common shares, through the issuance of 3.7 million common shares to the holders of the Series A Preferred Shares, and in cash, through the payment of applicable withholding taxes.

3. Trade Debt

As a company with significant operations in Nevada, the Debtors purchased or leased mining equipment, processed commodities and used other services and goods from numerous vendors. As of the Petition Date, the Debtors estimated that they collectively owed approximately \$17.5 million in trade debt.

4. Equity

As of May 1, 2015, 180,223,767 shares of common stock of Midway Gold were outstanding. As discussed above, Midway Gold's common stock traded on the NYSE MKT and the Toronto Stock Exchange, but has since been delisted from both the NYSE MKT and the

⁴ Hale Fund Management, LLC ("HFM") is the manager of EREF-MID II, LLC. HCP is the sole member of HCP-MID, LLC. Hale Fund Partners, LLC, ("HFP") is the general partner of HCP. Hale Capital Management, LP ("HCM") is the manager of HCP. Hale Fund Management, LLC ("HFM"), is the general partner of HCM and exercises voting and investment power over the Series A Preferred Shares held by HCP-MID, LLC. Mr. Martin Hale, a member of Midway Gold's board of directors, is the (i) CEO of HCP, (ii) the sole owner and managing member of HFP and (iii) the sole owner and CEO of HFM.

Toronto Stock Exchange. Midway Gold's market capitalization was approximately \$6.3 million as of the Petition Date. As of the Petition Date, there were no warrants to purchase shares of Midway Gold's common stock but there were outstanding stock options with respect to Midway Gold's common stock.

D. Events Leading to the Debtors' Chapter 11 Filing

While the Debtors achieved first gold production in March, 2015, at the Pan gold mine, the Debtors generated only limited revenues from operations since their incorporation. Total revenues as of the Petition Date were approximately \$10.2 million.

The Debtors completed their first gold pour on March 26, 2015 at the Pan gold mine and continued to pour gold on a weekly basis. However, early sampling of ore grades was generally below modeled grades. In response to the early sampling grade variances, the Debtors engaged an independent engineering firm to review modeling, sampling and assaying practices to understand the tonnage and grade variances to date. On May 11, 2015, the Debtors released an updated mineral resource estimate for the Pan gold mine, which ultimately served as the basis for updating the Pan mine plan and mineral reserve estimate.

Gold production was significantly below the Debtors' initial production forecasts due principally to higher than anticipated clay content in the ore mined. This resulted in lower permeability and channeling of the solution applied to the leach pad, which in turn resulted in significantly lower gold production when compared to initial forecasts.

Despite the Debtors' prepetition efforts to increase revenue, decrease costs, reduce or delay capital expenditures and raise capital to address the Debtors' liquidity constraints, the Debtors' liquidity continued to deteriorate. The Debtors' cash and cash equivalents decreased from \$15 million on December 31, 2014 to \$0.6 million on June 21, 2015.

While the market prices for gold declined substantially in the last few years, which had a negative impact on the Debtors since gold production started, the continuing loss of liquidity was largely the result of (a) construction delays at the Pan mine that increased the need for working capital; (b) an overleveraged capital structure, the servicing of which required significant capital resources, as well as the Debtors' inability to draw under the Senior Debt Facility and the Subordinated Debt Facility; (c) lower than expected ore permeability which delayed the production of gold, (d) significant capital requirements and the need for additional engineering to address the permeability issue, and (e) the reduction in ore grades and tonnage as compared to prior estimates and other technical problems at the Pan mine.

The Debtors' then-existing capital structure placed a significant burden on free cash flow and contributed to the depletion of existing cash balances. As such, the Debtors incurred, among other things, substantial interest and other payment obligations under the Senior Debt Facility and the Subordinated Debt Facility.

In addition, the Debtors were either in default or otherwise had not satisfied the conditions required to draw the remaining \$5.5 million available under the Senior Debt Facility or the remaining \$2.65 million available under the Subordinated Debt Facility. The Debtors did not have sufficient funds to comply with the terms and conditions of the Senior Debt Facility, which

included, but were not limited to, the funding of various reserve accounts and making scheduled principal and interest payments. The Debtors' ability to continue to draw amounts under the Subordinated Debt Facility was also subject to the Debtors' ability to satisfy various conditions thereunder, which the Debtors were not able to meet.

The Debtors anticipated that they would require additional financing (a) to fund (i) the construction of a crushing and agglomeration circuit to improve the permeability of the solution applied to the ore and the recovery of gold and (ii) a leach pad expansion at the Pan gold mine; and (b) for working capital purposes.

Since commencing leaching operations and prior to the Petition Date, the Debtors produced approximately 9,900 ounces of gold, which was below the expected production. Production shortfalls were due to operational start-up issues, ore grades below modeled grades, a longer ramp up to steady state operations and lower solution permeability rates due to higher than anticipated clay content in the ore mined. Gold production was controlled in part by Adsorption/Desorption/Recovery ("ADR") plant efficiency and heap leach solution application rates. While ADR plant efficiencies continued to ramp up to design, the primary constraint on gold production was lower than expected heap leach solution application rates. Solution application rates were limited by the run-of-mine ("ROM") ore permeability characteristics. While improved since initial leaching through programs of blasting, ore blending and material stacking, ROM ore permeability characteristics limited the solution application rate to about one half of the designed levels. Constrained application rates resulted in delayed gold production. To counteract the production shortfall, the Debtors amended blasting practices, material blending, pad loading and solution application practices.

As a result of the Pan mine project delays and lower gold production forecast, the Debtors determined that they did not have sufficient funds to complete the construction of the Pan mine, to fund operating and reserve accounts and to satisfy other requirements under the Senior Debt Facility.

On March 13, 2015, the Debtors entered into the Waiver with CBA and certain tests required under the Senior Debt Facility were waived until April 20, 2015. The Debtors, however, were unable to comply with their obligations under the Waiver and as a result, the Debtors were no longer in compliance with the terms of the Senior Debt Facility. Such non-compliance became an event of default under the Senior Debt Facility on May 20, 2015. The Debtors were also unable to comply with their obligations under the Subordinated Credit Agreement.

On April 14, 2015, the Debtors hired RBC Dominion Securities Inc. ("RBC") as their strategic advisors to develop, evaluate and assist the Debtors in implementing various potential strategies and transaction alternatives, including the issuance of debt and/or equity securities, a recapitalization and a sale of substantially all of the Debtors' assets.

With the assistance of RBC, the Debtors contacted 28 third-parties, consisting of 23 strategic parties and 5 financial investors to determine whether such parties had an interest in engaging in a strategic transaction with the Debtors. The Debtors provided non-disclosure agreements to interested parties and received 14 signed non-disclosure agreements back. The

Debtors also provided the parties that signed those agreements access to the Debtors' data room. Thereafter, 5 parties conducted site visits. As of the June 5, 2015 deadline for the submission of proposals, however, no proposal to engage in a transaction was received by the Debtors and their advisors. As such, the Debtors determined that the best alternative available under the circumstances was to commence the Chapter 11 Cases and seek to maximize value under the protection of the Bankruptcy Code.

E. The Chapter 11 Cases

1. Commencement of Chapter 11 Cases and the Ancillary Canadian Recognition Proceedings

On June 22, 2015, each of the Debtors filed with the Bankruptcy Court a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Chapter 11 Cases were assigned to Judge Michael E. Romero and are being jointly administered for procedural purposes only under Case No. 15-16835. Throughout the Chapter 11 Cases, the Debtors have operated and managed their affairs as debtors in possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed.

On June 24, 2015, the Bankruptcy Court entered an order authorizing MGUS to act as the Debtors' foreign representative in connection with ancillary Canadian Recognition Proceedings currently pending in the Canadian Court under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA"), Action No. S-155201, Vancouver Registry. On June 25, 2015, the Canadian Court entered an initial order and a supplemental order recognizing the Chapter 11 Cases as a "foreign main proceeding" (as defined in subsection 45(1) of the CCAA) and otherwise providing for the governance of certain aspects of the Canadian Recognition Proceedings, copies of which are on file with the Bankruptcy Court (Docket No. 161). The Canadian Court also appointed Ernst & Young Inc. (the "Information Officer") to serve as Information Officer in the Canadian Recognition Proceedings.

The Debtors retained the law firm of Squire Patton Boggs (US) LLP to serve as their primary bankruptcy counsel and the law firm of Sender Wasserman Wadsworth, P.C. to serve as their local bankruptcy counsel for the Chapter 11 Cases, and the law firm of DLA Piper (Canada) LLP to serve as their Canadian bankruptcy counsel in connection with the Canadian Recognition Proceedings. Additionally, the Debtors retained FTI Consulting, Inc. ("FTI") to serve as their financial advisor and Moelis & Company LLC ("Moelis") to serve as their investment banker. Moelis replaced RBC as the Debtors' investment banker effective as of August 12, 2015 following RBC's postpetition resignation.

2. Events During the Pendency of the Chapter 11 Cases

The Debtors, with the assistance of their retained Professionals and advisors, have generally focused their time and efforts in these Chapter 11 Cases: (i) transitioning their business operations into the chapter 11 environment, (ii) fulfilling their duties as debtors in possession under the Bankruptcy Code, (iii) communicating with their secured and unsecured creditor constituencies and other key parties, (iv) addressing operational issues that impacted the Debtors' prepetition sale efforts, (v) evaluating all available restructuring alternatives, (vi)

pursuing and consummating two separate sale processes with successful sales of substantially all of the Debtors' assets, (vii) reviewing and, when appropriate, objecting to proofs of claim that have been filed, (viii) resolving contentious litigation, (ix) seeking necessary and appropriate relief from the Bankruptcy Court, and (x) otherwise acting to maximize value and move these Chapter 11 Cases forward as promptly and efficiently as possible. Some of the key events that have occurred are summarized below.

a. **First Day Motions**

On the Petition Date, the Debtors filed several motions and other pleadings (the "First Day Motions") to ensure an orderly transition into chapter 11, including (i) a motion for the procedural joint administration of the Chapter 11 Cases; (ii) a motion to pay certain prepetition workforce obligations and other benefits to the Debtors' employees; (iii) a motion relating to the continued use of the Debtors' existing cash management system, bank accounts and business forms; (iv) a motion to retain and employ Epiq Systems ("Epiq") as the Debtors' claims and noticing agent; (v) a motion to establish procedures for determining adequate assurance for the provision of utility services; (vi) a motion to use cash collateral and provide adequate protection to prepetition secured lenders; (vii) a motion to establish notice and hearing procedures relating to the preservation of valuable net operating loss tax attributes, and (viii) a motion to appoint MGUS as the foreign representative with respect to the Canadian Recognition Proceedings. The First Day Motions were granted with certain adjustments or modifications to accommodate the concerns of the Bankruptcy Court, the United States Trustee and other parties in interest.

b. **Appointment of the Creditors' Committee**

On July 1, 2015, the Office of the United States Trustee for the District of Colorado appointed the Official Committee of Unsecured Creditors in these Chapter 11 Cases (Docket No. 95). The initial Committee members were: American Assay Laboratories, Boart Longyear, EPC Services Company, InFaith Community Foundation, Jacobs Engineering Group, Inc., SRK Consulting (US), Inc., and Sunbelt Rentals. EPC Services Company subsequently resigned from the Committee prior to commencing the EPC Adversary Proceeding. The Committee retained the law firm of Cooley LLP to serve as its primary bankruptcy counsel and Gavin/Solmonese LLC to serve as its financial advisor.

The Debtors and their Professionals have consulted with the Committee and its Professionals on all significant matters throughout these Chapter 11 Cases. The Committee was supportive of the two Sales and also supports the Plan.

c. **Cash Collateral**

Among the First Day Motions was the *Debtors' Expedited Motion for Interim and Final Orders (A) Authorizing the Use of Cash Collateral, (B) Granting Adequate Protection, and (C) Granting Related Relief* (the "Cash Collateral Motion") (Docket No. 19), pursuant to which the Debtors sought, among other things, authority to use cash collateral of the Senior Secured Parties and the Subordinate Secured Parties and to provide adequate protection and related relief that is customary and appropriate in chapter 11 cases. The Debtors and their Professionals

successfully negotiated the terms of a consensual interim order (Docket No. 50) granting the Cash Collateral Motion on an interim basis. As the Chapter 11 Cases progressed, the Debtors had continued discussions and negotiations with the Senior Agent and the Subordinate Agent, as well as with creditors asserting mechanic's lien rights, which resulted in the entry of a second interim cash collateral order (Docket No. 228), a third interim cash collateral order (Docket No. 293), and ultimately, on November 6, 2015, the Final Cash Collateral Order. The Final Cash Collateral Order was subsequently amended by (i) the *Notice of Extension of Sale Process Milestone Date* (Docket No. 652), (ii) the *Second Notice of Extension of Sale Process Milestone Dates Under Final Cash Collateral Order* (Docket No. 689) and (iii) the *Notice of Extension of Sale Process Milestone Dates and Revised Form of Proposed Bid Procedures Order and Other Sale Related Documents* (Docket No. 784).

In total, four separate cash collateral hearings were held on June 24, 2015, August 13, 2015, September 11, 2015, and November 6, 2015. Each of the cash collateral orders entered was the product of extensive negotiation and resulted in the consensual use of cash collateral throughout these cases to fund, among other things, administrative costs and expenses and the Debtors' restructuring and sale efforts.

The three interim cash collateral orders did not impose any timeline or specific milestones with respect to conducting a process to identify available restructuring, transaction, and sale alternatives. However, as a result of extensive negotiations, a timeline and specific milestones were included in the Final Cash Collateral Order which laid the groundwork for advancing these cases. These milestones were subsequently extended and modified as necessary or appropriate, on a consensual basis, in order to facilitate the Debtors' restructuring efforts and to ensure that value was being maximized through those efforts for the benefit of all creditors and stakeholders.

On June 3, 2016, having obtained Bankruptcy Court approval for and successfully consummated two separate Sales – the Spring Valley Sale and the GRP Sale – resulting in the sale of substantially all of the Debtors' assets, the Debtors allowed the cash collateral budget to expire. On June 10, 2016, as a result of the expiration of the cash collateral budget and no agreement on an amended budget, the Senior Agent issued a notice that a termination event occurred under paragraph 15 of the Final Cash Collateral. The Senior Agent reserved its rights under the Cash Collateral Order based on the termination and issuance of the notice. Aside from the Senior Agent's sweeping of Pan Cash Collateral totaling approximately \$5.89 million, no remedial action has been taken by the Senior Agent as of the date of this Disclosure Statement.

d. The Schedules and Statements and Proof Claim Bar Date

On July 15, 2015, each of the Debtors filed their respective Statement of Financial Affairs and Schedules of Assets and Liabilities in accordance with the *Order Granting Debtors' Motion for Order Extending Time to File Schedules and Statements* (Docket No. 106).

On July 20, 2015, the Bankruptcy Court entered an order (Docket No. 144) establishing September 21, 2015 as the general bar date for all proofs of claim, including, without limitation, with respect to claims under section 503(b)(9) of the Bankruptcy Code. The

docket text for the bar date order also established January 19, 2016 as the deadline for Governmental Units to file proofs of claim.

To date, more than 200 proofs of claim have been filed. The Debtors have conducted a preliminary review and have filed certain omnibus objections to certain of the proofs of claim. However, the Debtors' review of proofs of claim has not been completed and the Debtors reserve all rights to assert additional objections as provided for in the Plan (which objections may be asserted by the Midway Liquidating Trust under the Plan).

e. Monthly Operating Reports

Each month, the Debtors timely filed the required consolidated Chapter 11 Monthly Operating Reports and have communicated with the Office of the United States Trustee with respect to any questions that may have arisen. A copy of each monthly report was also publicly filed with the Securities and Exchange Commission through appropriate Form 8-K's.

f. Intercompany Transfers

Consistent with the centralized cash management system (as explained in greater detail in the *Expedited Motion for a Final Order (A) Authorizing, But Not Directing, the Debtors to Maintain Their Existing Bank Accounts, Cash Management System and Business Forms; (B) Waiving Investment and Deposit Requirements; and (C) Granting Related Relief* (Docket No. 16) approved by the Bankruptcy Court as part of the first day relief granted in the Chapter 11 Cases, all cash was managed through MGUS under the centralized cash management system. Postpetition intercompany transfers were recorded by each Debtor appropriately and the treatment of administrative claims arising from such postpetition transfers is provided in Article II.A.3. of the Plan.

As of December 31, 2016, certain of the Debtors owe intercompany payables to either MGUS or MDW Pan, or a combination thereof, on account of postpetition intercompany transfers, the net amount of which is summarized as follows:⁵

Entity	Amount Owed from Other Debtors	Amount Payable to Other Debtors
Midway Gold Corp.	\$0	\$1,921,293
MGUS	\$1,617,508	\$0
MDW Pan	\$1,823,424	\$0
MDW Gold Rock LLP	\$0	\$1,007,163

⁵ The following chart does not reflect the allocation of professional fees and other administrative expenses among the Debtors. All such fees and expenses have been recorded against MGUS, with the exception of (i) the professional fees incurred by the Senior Agent's advisors and (ii) a portion of the sale fee for Moelis resulting from the GRP Sale, each of which was recorded as an expense against MDW Pan. Those professional fees and administrative expenses that remain outstanding are reflected as liabilities of MGUS until such time as a formal allocation is completed. Upon allocation, the net amounts due to and from each entity are expected to change. Among other things, once such fees and expenses are formally allocated, MDW Pan is expected to owe in excess of \$2 million to MGUS on account of its share of such allocated fees and expenses (see discussion below in Section II.E.4 regarding the sweeping of cash from MDW Pan's bank account by the Senior Agent and the Debtors reservation of rights with respect to postpetition intercompany obligations payable by MDW Pan).

RR Exploration	\$0	\$157,487
MDW Pan Holding Corp.	\$0	\$533
MDW-GR Holding Crop.	\$0	\$208
Midway Services Company	\$0	\$291,523
Midway Pan Mine Co.	\$0	\$208
Midway Gold Rock Mine Co.	\$0	\$208
Nevada Talon LLC	\$0	\$56,000
Midway Gold Realty LLC	\$0	\$6,307

g. Key Employee Retention Plan

In order to facilitate their restructuring efforts and ensure sufficient employee support and morale to make those efforts successful, the Debtors determined, in consultation with the Senior Agent, the Committee and other parties, that it was necessary and appropriate to obtain approval and implement a key employee retention plan for certain non-insider employees. Accordingly, on August 28, 2015, the Debtors filed the Motion for an Order Authorizing the Implementation of a Key Employee Retention Plan for Non-Insider Employees (Docket No. 263), which was approved by the Bankruptcy Court through an order entered on September 11, 2015 (the “KERP Order”) (Docket No. 298). All payments that were required to be made by the KERP Order have been made.

h. Section 363(h) Barrick Litigation

As described above, MGUS and Barrick each determined to sell its interest in the Spring Valley property during the Chapter 11 Cases, but the parties were not able to agree on a consensual joint sale process. As a result, on October 15, 2015, the Debtors commenced an adversary proceeding against Barrick, Adversary Proceeding No. 15- 1412, pursuant to which, among other things, MGUS sought to enforce its rights under Section 363(h) of the Bankruptcy Code and to sell the entirety of the Spring Valley project without the consent of Barrick. The Debtors also sought a preliminary injunction to enjoin Barrick from proceeding with its own sale process pending the resolution of the adversary proceeding. Among other things, the Debtors believed that Barrick’s independent sale process would not maximize value and would materially interfere with MGUS’ efforts to sell its ownership interest in the Spring Valley property.

The parties engaged in significant discovery efforts on an expedited timeline with respect to the Debtors’ request for a preliminary injunction. As the parties were preparing for an evidentiary hearing on the request, MGUS became aware of an opportunity to sell its interest in the Spring Valley property to Solidus Resources, who was also the favored purchaser identified by Barrick for a sale of its own interest in the Spring Valley property. The Debtors and Barrick agreed to put the adversary proceeding on temporary hold to allow sufficient time to reach an agreement with Solidus Resources. Following extensive negotiations over a period of days, MGUS reached an agreement in principle with Solidus Resources that the Debtors and their Professionals believed represented the highest and best value for MGUS’ ownership interest in the Spring Valley property under the circumstances. The Debtors and their Professionals also determined that there would be no material benefit from proceeding with additional marketing or a public auction process for the Spring Valley ownership interest.

Accordingly, on December 1, 2015, the Debtors filed a motion (Docket No. 507) to approve a private sale of MGUS' ownership interest in the Spring Valley property for a cash purchase price of \$25 million less any applicable cure costs, transfer taxes and the Moelis transaction fee. On December 15, 2015, the Bankruptcy Court entered the Spring Valley Sale Order approving the Spring Valley Sale to Solidus Resources, and the Spring Valley Sale closed shortly thereafter.

The successful consummation of the Spring Valley Sale effectively rendered the Barrick adversary proceeding moot. As such, on December 21, 2015, the Debtors filed a Notice of Dismissal of Adversary Proceeding voluntarily dismissing the Barrick adversary proceeding.

i. The Asset Sales

As described above, the Debtors have successfully consummated two separate asset sales – the Spring Valley Sale and the GRP Sale – the result of which was the sale and monetization of the substantially all of the Debtors' assets. Having sold substantially all of their assets and ceased business operations, the Debtors have proposed the Plan to distribute the Sale Proceeds as appropriate in accordance with the priority and other relevant provisions of the Bankruptcy Code and to otherwise provide for a means to promptly and efficiently wind-down these Chapter 11 Cases.

(i) The Spring Valley Sale

As described above, the opportunity for the Spring Valley Sale arose within the context of the Barrick section 363(h) adversary proceeding. Having determined that (i) the offer received from Solidus Resources for MGUS' ownership interest in the Spring Valley property and certain related assets maximized value and that no further benefit would be gained from conducting additional marketing efforts or a public auction process (as described in greater detail in the Debtors' motion to approve the Spring Valley Sale), and (ii) if successfully consummated, the sale to Solidus Resources would fully resolve the Barrick section 363(h) litigation and avoid additional litigation cost and uncertainty, the Debtors moved for approval of a prompt private sale to Solidus Resources.

On December 15, 2015, the Bankruptcy Court entered the Spring Valley Sale Order approving the Spring Valley Sale, which resulted in, among other things, the \$25 million in Spring Valley Sale Proceeds for the benefit of the Debtors' estates. The Spring Valley Sale Proceeds were unencumbered property of MGUS and have been used to fund certain administrative costs and expenses of these Chapter 11 Cases. As of July 1, 2016, approximately \$16.7 million of the Spring Valley Sale Proceeds remained and are available for the benefit of administrative claimants and general unsecured creditors of MGUS.

(ii) The GRP Sale

Having sold the Spring Valley related assets, the Debtors turned their focus to conducting a fulsome process to identify the best available restructuring, transaction, or sale alternative for their remaining assets in accordance with the milestones established by the Cash Collateral Order. The Debtors had already conducted a prepetition six-week transaction process with the assistance of RBC, which did not result in any binding offers or other viable

opportunities. With the benefit of the automatic stay and other protections under the Bankruptcy Code, the Debtors continued to investigate all available transactions with the assistance of Moelis postpetition.

As a result of these postpetition efforts, the Debtors and their Professionals determined that a sale of substantially all of the Debtors' assets was the best alternative available to maximize value. Accordingly, on March 7, 2016, the Debtors filed the *Motion for Entry of: (I) an Order (A) Approving Bidding and Auction Procedures for the Sale of Substantially All of the Debtors' Remaining Assets, (B) Scheduling an Auction, Sale Hearing, and Other Dates and Deadlines, (C) Authorizing the Debtors to Designate a Stalking Horse Purchaser and Grant Stalking Horse Protections, (D) Approving the Assumption and Assignment of Contracts and Leases and Related Cure Procedures, and (E) Granting Related Relief, and (II) an Order Approving the Sale of Substantially All of the Debtors' Remaining Assets Free and Clear of Liens, Claims and Encumbrances* (the "Sale Motion") (Docket No. 744).

On March 25, 2016, the Bankruptcy Court entered an order (the "Bid Procedures Order") (Docket No. 797) approving, among other things, certain bidding and auction procedures that would govern the remainder of the sale process and granting related relief. On that same day, the Debtors filed a notice of the entry of the Bid Procedures Order and all related dates and deadlines (Docket No. 798). Among other things, the Bid Procedures Order scheduled (i) May 2, 2016 as the bid deadline, (ii) May 5, 2016 as the auction date, if an auction was needed, and (iii) May 9, 2016 as the date for a hearing to consider approval of the Sale Motion.

On April 28, 2016, the Debtors filed a notice (Docket No. 835) designating GRP Minerals as the stalking horse purchaser for the GRP Purchased Assets. The Debtors and Moelis continued their efforts to solicit additional bids, but by the May 2, 2016 bid deadline, no additional bids were received that were superior to the stalking horse bid by GRP Minerals. Accordingly, on May 3, 2016, the Debtors filed a notice (Docket No. 841) cancelling the scheduled auction and stating their intent to ask the Bankruptcy Court to approve the sale of the GRP Purchased Assets to GRP Minerals at the sale hearing.

At the sale hearing, the Debtors established an evidentiary record in support of the GRP Sale and demonstrated to the satisfaction of the Bankruptcy Court that the GRP Sale maximized value and should be approved. The Debtors made certain modifications to the proposed sale order to address certain objections that had been received, and with those changes, the Bankruptcy Court entered an initial order (Docket No. 863) and, subsequently, a revised order (Docket No. 870) approving the GRP Sale on a consensual basis. The GRP Sale successfully closed shortly thereafter, resulting in the GRP Sale Proceeds and other benefits to the Debtors' Estates.

j. The EPC Services Adversary Proceeding

On May 5, 2016, EPC Services Company commenced the EPC Adversary Proceeding seeking a determination of the relative rights and priorities of EPC Services Company, the other Mechanic's Lien Claimants, the Senior Agent and the Subordinate Agent and certain other parties with respect to the assets of MDW Pan. Certain of the Debtors are named as co-defendants as well.

In particular, EPC Services Company and the other Mechanic's Lien Claimants assert that they each hold secured mechanic's lien claims with priority over the allowed claims of the Senior Agent and the Subordinate Agent and seek a determination from the Bankruptcy Court with respect to such claims, which relate only to the real property assets of MDW Pan and any proceeds thereof realized through the GRP Sale. The GRP Sale Order, however, did not allocate the portion of the GRP Sale Proceeds that are attributable to MDW Pan assets, which allocation is relevant for purposes of determining what funds are available, if any, to satisfy the asserted claims of the Mechanic's Lien Claimants.

As set forth below, the Plan contemplates the establishment of a Lien Priority Dispute Reserve with cash sufficient to pay in full the asserted secured claims of the Mechanic's Lien Claimants upon resolution of the Lien Priority Dispute and the EPC Adversary Proceeding. However, since the filing of the original Joint Chapter 11 Plan of Liquidation, the parties have successfully reached an agreement for the consensual treatment of all Class 4 claims asserted by the Mechanic's Lien Claimants and have set forth the terms of the Mechanic's Lien Settlement in the Plan. In summary, as set forth in greater detail in the Plan, pursuant to the Mechanic's Lien Settlement, each Mechanic's Lien Claimant will receive a 77.5% recovery on the full amount of its asserted Class 4 Mechanic's Lien Claim, without any accrued interest or attorney's fees and costs, to be paid from the Lien Priority Dispute Reserve. The amount held in the Lien Priority Dispute Reserve corresponding to the remaining 22.5% of each such claim will be distributed to the Senior Agent as a supplemental distribution on account of the Senior Agent Secured Claim.

The agreed treatment is in full and final settlement and resolution of all prepetition and postpetition claims, causes of action, rights and remedies that have or could have been asserted by any Mechanic's Lien Claimant solely as against the Debtors (including current and former officers, directors, and management), the Senior Agent, and/or the Subordinate Agent, or any combination thereof. In addition, upon receipt of the agreed Distributions, each Mechanic's Lien Claimant consents to the dismissal of its claims that have or could have been asserted in the EPC Adversary Proceeding solely as against the Debtors (including current and former officers, directors, and management), the Senior Agent, and/or the Subordinate Agent, or any combination thereof.

In addition to the Mechanic's Lien Settlement, settlements have also been reached to fully and finally resolve all claims of Ledcor and Jacobs, each of whom asserted mechanic's lien rights and claims arising out of work performed in connection with the Debtors' Pan project (which were purported to be contractually subordinated to the claims of the Senior Agent and the Subordinate Agent against MDW Pan), including, without limitation, all claims, counterclaims and crossclaims asserted or that could have been asserted by or on behalf of Jacobs or Ledcor in the EPC Adversary Proceeding.

Jacobs and Ledcor disputed the enforceability of any purported contractual subordination of their respective mechanic's lien rights and claims. They also disputed the specific property of MDW Pan to which their purported liens attached. They asserted that their purported liens attached to the GRP Sale Proceeds that are allocated to MDW Pan and may also attach to the gold extracted from the Pan mine. The Debtors, the Committee, the Senior Agent and the Subordinate Agent asserted that, in the event it was determined that the purported liens of Jacobs and Ledcor were not contractually subordinated to the claims of the Senior Agent and

the Subordinate Agent against MDW Pan, then at best, the purported liens of Jacobs and Leducor attached only to the GRP Sale Proceeds that are allocated to MDW Pan.

Jacobs and Leducor each filed answers and crossclaims against the Senior Secured Parties and the Subordinate Secured Parties in the EPC Adversary Proceeding (collectively, the “Crossclaims”) asserting that the subordination agreements they each entered into with the Senior Agent and Subordinate Agent are not enforceable under applicable law and their mechanic’s lien claims are senior to the claims of the Senior Agent and Subordinate Agent.

The Senior Agent filed a motion to dismiss (Docket No. 13 in the EPC Adversary Proceeding) the Crossclaims of Leducor on the basis that, among other things, the Crossclaims are untimely and barred by the express terms of the Final Cash Collateral Order because the Challenge Period (as defined in the Final Cash Collateral Order) applicable to Leducor expired on September 5, 2015. Prior to the hearing on the motion to dismiss, however, the parties reached a settlement, the terms of which have been incorporated into the Plan as the Leducor Settlement. In summary,⁶ and as set forth in Article IV.A.4 of the Plan, pursuant to the Leducor Settlement, Leducor agreed to waive and release all Claims against the Debtors, including, without limitation, the Leducor Proof of Claim, and all Claims that have or could have been asserted by or on behalf of Leducor in the EPC Adversary Proceeding and to support confirmation of the Plan, in exchange for a complete waiver of all Avoidance Actions that could have been asserted by or on behalf of the Debtors or GRP Minerals against Leducor.

The Senior Agent also filed an answer and counterclaims to the Crossclaims of Jacobs. In its answer, the Senior Agent answered the factual allegations made by Jacobs, denied that Jacobs is entitled to any of the relief sought through its Crossclaims, and asserted numerous affirmative defenses. The Senior Agent also asserted numerous counterclaims against Jacobs (the “Counterclaims”). In response, Jacobs moved to dismiss the Counterclaims asserted by the Senior Agent. The motions to dismiss were heard by the Bankruptcy Court at a hearing on October 13, 2016.

On January 19, 2017, the Bankruptcy Court entered an order (Adversary Docket No. 84) denying the motions to dismiss, and dismissing the adversary proceeding for lack of jurisdiction. As a result, the parties engaged in further negotiations, which resulted in the Jacobs Settlement, the terms of which are set forth in Article IV.A.5 of the Plan. In summary,⁷ pursuant to the Jacobs Settlement, in full and final resolution of all Claims asserted or that could have been asserted against the Debtors or in connection with the EPC Adversary Proceeding, Jacobs is granted an Allowed Class 5 Other Pan Secured Claim in the amount of \$630,000.00 and an Allowed Class 8 general unsecured claim against MDW Pan in the amount of \$5,288,287.00. In satisfaction of the Class 5 secured claim, which is deemed to be senior in priority to the Senior Agent Secured Claim, (i) Jacobs will be paid \$615,000.00 from the Other Pan Secured Claims Reserve, and (ii) Jacobs will receive the first \$15,000.00 of the net cash proceeds generated from a Tonopah Project Sale. If, however, a Tonopah Project Sale fails to close or the net cash proceeds of such sale are less than \$15,000.00, the amount of Jacob’s Class 5 secured claim will

⁶ To the extent this summary conflicts in any way with the terms of the Leducor Settlement set forth in the Plan, the Plan shall govern.

⁷ To the extent this summary conflicts in any way with the terms of the Jacobs Settlement set forth in the Plan, the Plan shall govern.

be reduced by the difference between \$15,000.00 and the amount of net cash proceeds of such Tonopah Project Sale, and the amount of such difference will be added to Jacob's allowed Class 8 general unsecured claim against MDW Pan. In addition, all Avoidance Actions that could have been asserted against Jacobs will be waived and released.

In exchange, all other Claims asserted or that could have been asserted by or on behalf of Jacobs against the Debtors or in connection with the EPC Adversary Proceeding are deemed withdrawn and Jacobs will support confirmation of the Plan.

3. Status of the Canadian Recognition Proceedings

As significant events occurred or significant relief was granted in the Chapter 11 Cases, MGUS, as the foreign representative of the Debtors, made corresponding filings in the Canadian Recognition Proceedings. For instance, among other things, MGUS sought and obtained recognition from the Canadian Court of orders entered in the Chapter 11 Cases that: (i) granted first day relief; (ii) established the deadline for filing proofs of claim; (iii) authorized the use of cash collateral on an interim and a final basis; (iv) approved the implementation of the Debtors' Key Employee Retention Plan for Non-Insider Employees; and (v) approved the Debtors' proposed bid procedures for conducting its section 363 asset sale process.

In addition, the Information Officer has filed nine status reports with the Canadian Court, which provided updates with respect to, among other things: (i) the general status of the Chapter 11 Cases; (ii) the Debtors' claim process; (iii) the sale of the Debtors' Spring Valley property and the adversary proceeding against filed by the Debtors against Barrick; (iv) the periodic requests by MGUS, as the foreign representative, for recognition of certain orders entered in the Chapter 11 Cases; (v) the approval of the bid and auction procedures for the sale of substantially all of the Debtors' remaining assets; (vi) the Debtors' compliance with the milestones set forth in the Final Cash Collateral Order; and (vii) the approval of the GRP Sale and the assumption and assignment of certain executory contracts and unexpired leases in connection with the sale.

The Information Officer maintains a publicly available case website for the Canadian Recognition Proceedings (<http://www.ey.com/ca/midway>) through which copies of all non-sealed materials filed in the Canadian Recognition Proceedings, including all status reports filed by the Information Officer and all orders entered by the Canadian Court, can be obtained.

4. The Termination of the Final Cash Collateral Order and the Sweeping of the Debtors' Operating Account

The cash collateral Budget that was negotiated with the Senior Agent in connection with the Final Cash Collateral Order expired on June 3, 2016.⁸ Given the sale of substantially all of the assets of MDW Pan which resulted in the cessation of revenue generation for the Debtors and the availability of substantial unencumbered cash held by MGUS as a result of the sale of the Spring Valley Property, the Debtors no longer required the use of cash collateral to pay their continuing postpetition obligations. Thus, there was no need for the

⁸ Capitalized terms used in this paragraph that are not defined in the Plan and have not been previously defined in this Disclosure Statement shall have the meanings given in the Final Cash Collateral Order.

Debtors and the Senior Agent to agree on a further Amended Budget. However, the technical failure of the Debtors and the Senior Agent to agree on an Amended Budget by June 6, 2016 constituted an automatic Termination Event under paragraph 15(a) of the Final Cash Collateral Order. On June 10, 2016, counsel for the Senior Agent delivered a notice by email to counsel for the Debtors, counsel for the Committee, counsel for the Subordinate Agent, and the U.S. Trustee, which notice constituted both (i) a Carve-Out Trigger Notice pursuant to paragraph 10(e) of the Final Cash Collateral Order and (ii) an Enforcement Notice pursuant to paragraph 17 of the Final Cash Collateral Order, pursuant to which the Senior Agent, among other things, invoked the Post-Carve-Out Trigger Notice Cap with immediate effect and reserved its rights to exercise available remedies following expiration of the Notice Period on June 17, 2016.

On August 29, 2016, in an exercise of its asserted remedies, the Senior Agent swept all cash held in MDW Pan's bank account at Wells Fargo Bank totaling approximately \$5.7 million. This cash represented the remaining proceeds from the sale of gold prior to the sale of MDW Pan's assets to GRP Minerals and does not include any of the proceeds of such sale. Such sale proceeds are maintained in a separate account and were not swept by the Senior Agent. The Senior Agent has since swept additional Pan Cash Collateral, bringing the total amount swept to approximately \$5.89 million. MDW Pan has a postpetition intercompany obligation owed to MGUS in excess of \$2 million in respect of allocated professional fees and other administrative obligations, and the Debtors have advised CBA that the collection by the Senior Agent of the MDW Pan's cash is subject to offset for any such postpetition amounts and that the Debtors reserve all rights with respect to the same.

III. OVERVIEW OF THE PLAN

A. General

This section of the Disclosure Statement summarizes the Plan, which is set forth in its entirety as Exhibit A hereto. This summary is qualified in its entirety by reference to the Plan. YOU SHOULD READ THE PLAN IN ITS ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

In general, a chapter 11 plan (i) divides claims and equity interests into separate classes, (ii) specifies the property that each class is to receive under the plan, and (iii) contains other provisions necessary to implement the plan. Under the Bankruptcy Code, "claims" and "equity interests" are classified rather than "creditors" and "shareholders" because such entities may hold claims and equity interests in more than one class. Under Section 1124 of the Bankruptcy Code, a class of claims is "impaired" under a plan unless the plan (a) leaves unaltered the legal, equitable and contractual rights of each holder of a claim in such class or (b) provides, among other things, for the cure of existing defaults and reinstatement of the maturity of claims in such class. The Plan provides for twelve (12) classes of claims and equity interests under Article III of the Plan. Of those classes, Class 11 (Other General Unsecured Claims) and Class 12 (Equity Interests) are deemed to reject the Plan and are not entitled to vote, and Class 1 (Priority Non-Tax Claims), Class 3 (Subordinate Agent Secured Claim), Class 4 (Mechanic's Lien Claims against MDW Pan), and Class 5 (Other Secured Claims against MDW Pan) are deemed to accept the Plan and are not entitled to vote. All other Classes under the Plan are

impaired under the Plan and are entitled to vote to accept or reject the Plan. Ballots are being furnished to all such holders to submit their vote to accept or reject the Plan.

A chapter 11 plan may also specify that certain classes of claims or equity interests are to have their claims or equity interests remain unaltered by the plan. Such classes are referred to as “not impaired,” and because of the favorable treatment accorded to such classes, they are conclusively deemed to have accepted the plan and therefore need not be solicited to vote to accept or reject the plan. The holders of Claims in Class 1 (Priority Non-Tax Claims), Class 3 (Subordinate Agent Secured Claim), Class 4 (Mechanic’s Lien Claims against MDW Pan), and Class 5 (Other Secured Claims against MDW Pan) under the Plan are not impaired and are conclusively deemed to have accepted the Plan. Holders of such Claims are, therefore, not entitled to vote to accept or reject the Plan. Therefore, based on the foregoing, no ballots are enclosed for holders of such claims.

B. Assets for Distribution Under the Plan

In general, the assets available for distribution under the Plan are comprised of (i) Cash on hand as of the Effective Date, (ii) the Remaining Assets, (iii) the Retained Causes of Action, (iv) all proceeds of the foregoing, and (v) all other assets transferred to the Midway Liquidating Trust constituting Liquidating Trust Assets, as described in greater detail in the Plan.

The Remaining Assets are comprised of all assets that were not previously sold, disposed of, transferred or abandoned prior to the Effective Date, including, without limitation, (i) all of the Debtors’ right, title and interest in and to the Tonopah Project (except in the event of a Tonopah Project Sale), (ii) outstanding deposits, prepayments, and/or similar amounts held by third parties that belong or are otherwise payable to the Debtors, and (iii) any claim, right or interest of the Debtors in any refund, rebate, abatement or other recovery for Taxes. Remaining Assets **do not** include, however, (i) the Retained Causes of Action, (ii) any of the GRP Purchased Assets or the Spring Valley Assets, or (iii) Cash on hand as of the Effective Date. The Retained Causes of Action will be transferred to the Midway Liquidating Trust and constitute a Liquidating Trust Asset, but will be treated separately from the Remaining Assets as described in the Plan.

On the Effective Date or as soon as is reasonably practicable thereafter (to the extent such amounts have not already been remitted), the Liquidating Trustee shall remit to holders of Allowed Administrative Claims, Allowed Priority Tax Claims and Allowed Priority Non-Tax Claims an amount in Cash equal to the Allowed amount of such Claims, or such lesser amounts as agreed to by such holders. Additionally, the Plan provides that on the Effective Date or as soon as reasonably practicable thereafter the Debtors shall pay to the Senior Agent the Cash to which it is entitled in respect of the Senior Agent Administrative Claim and its Class 2 Claim. The Plan also provides that the Midway Liquidating Trust shall make payment(s) to the holders of other Allowed Claims as and when such Claims become due and payable by Final Order of the Bankruptcy Court authorizing and approving the payment of such Claims in accordance with Article II of the Plan.

As described below and in the Plan, the Committee has negotiated for the funding of the MGUS GUC Reserve, which will provide Cash recoveries for the holders of Allowed

General Unsecured Claims against MGUS, and the Non-MGUS GUC Reserve, which will provide Cash recoveries to be shared Pro Rata and on a *pari passu* basis among holders of Allowed General Unsecured Claims against each of MDW Pan, Midway Gold Corp., MDW Gold Rock LLP, and Midway Gold Realty LLC, in each case as specifically provided for in the Plan.

Pursuant to the settlements described by and embodied in the Plan, (i) holders of Allowed General Unsecured Claims against Debtors other than the No Asset Debtors will also receive their Pro Rata share of the proceeds of the Retained Causes of Action, if any, that are allocable to the Debtor or Debtors against whom such holders assert their Allowed Claims, (ii) the Senior Agent will receive the benefit of any proceeds generated from the Remaining Assets, in each case as specifically provided for in the Plan, and (iii) the Subordinate Agent will receive the treatment provided for by the Subordinate Agent Settlement.

However, it is important to note that the MGUS GUC Reserve, the Non-MGUS GUC Reserve, and the other components of the settlements embodied in the Plan were the product of substantial, good faith negotiations regarding complex issues among the Debtors, the Senior Agent, the Subordinate Agent, the Committee, the Mechanic’s Lien Claimants, Ledor and Jacobs. In the event that one or more of the settlements are objected to or denied approval by the Bankruptcy Court, it is possible that the Senior Agent and/or other parties to the settlements will withdraw their consent to these agreements, thereby jeopardizing confirmation of the Plan in its current form.

Certain Debtors do not have in the aggregate assets having a value in excess of the amount of the Senior Agent Administrative Claim against such Debtors. Such Debtors are referred to in the Plan as the No Asset Debtors. In addition, there are no General Unsecured Creditors who are expected to have Allowed Claims against any of the No Asset Debtors except for the Senior Agent and the Subordinate Agent. As such, all Allowed General Unsecured Claims against the No Asset Debtors are classified together in Class 11, as described below, and will not receive any Distribution.

C. Summary Table of Classification and Treatment of Claims and Equity Interests under the Plan

Claims and Equity Interests are divided into twelve (12) classes under the Plan, and the proposed treatment of Claims and Equity Interests in each Class is described in the Plan and in the chart set forth below. Such classification takes into account the different nature and priority of the Claims and Equity Interests and the fact that the Plan does not contemplate the substantive consolidation of the Debtors’ separate Estates. The following table summarizes the various Classes under the Plan:

<u>Class</u>	<u>Claim</u>	<u>Status</u>	<u>Voting Rights</u>
1	Priority Non-Tax Claims	Unimpaired	Deemed to Accept
2	Senior Agent Secured Claim	Impaired	Entitled to Vote

3	Subordinate Agent Secured Claim	Unimpaired	Deemed to Accept
4	Mechanic's Lien Claims Against MDW Pan LLP	Unimpaired	Deemed to Accept
5	Other Secured Claims Against MDW Pan	Unimpaired	Deemed to Accept
6	General Unsecured Claims Against Midway Gold US Inc.	Impaired	Entitled to Vote
7	General Unsecured Claims Against Midway Gold Corp.	Impaired	Entitled to Vote
8	General Unsecured Claims Against MDW Pan LLP	Impaired	Entitled to Vote
9	General Unsecured Claims Against MDW Gold Rock LLP	Impaired	Entitled to Vote
10	General Unsecured Claims Against Midway Gold Realty LLC	Impaired	Entitled to Vote
11	Other General Unsecured Claims	Impaired	Deemed to Reject
12	Equity Interests	Impaired	Deemed to Reject

Classes 1, 3, 4 and 5 are the only Classes not impaired under the Plan. Each of the other Classes is impaired under the Plan. The meaning of "impairment," and the consequences thereof in connection with voting on the Plan, is set forth in section III.A of the Plan.

The estimated percentage recovery to holders of General Unsecured Claims is dependent on, among other things, the amount remaining after payment of all Allowed Administrative Claims, Claims in connection with Professional Compensation, Allowed Priority Tax Claims and Allowed Priority Non-Tax Claims at each of the Debtors' Estates, the net recoveries of the Debtors and/or the Liquidating Trustee on account of the Retained Causes of Action and the total amount of General Unsecured Claims at each of the Debtors' Estates that become Allowed Claims. There can be no assurance that the estimated claims amounts are correct, and actual claim amounts may be significantly different from the estimates. The following table is qualified in its entirety by reference to the Plan, a copy of which is annexed hereto as Exhibit A. In no case will any creditor receive more than 100% of its Allowed Claim.

Class Number	Description of Class	Estimated Amount of Allowed Claims in Class	Treatment Under the Plan / Estimated % Recovery Under Plan
N/A	Administrative Expense Claims	\$100,000, <u>plus</u> Allowed Professional Fees in an undetermined amount, plus \$25 million on account of the Senior Agent Administrative Claim ⁹	<ul style="list-style-type: none"> - Estimated Recovery: 100% - Unimpaired - Each holder of an Allowed Administrative Claim shall be paid the full unpaid amount of such Allowed Administrative Claim in Cash: (i) on the Effective Date or as soon as practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as practicable thereafter); (ii) if such Claim is Allowed after the Effective Date, on the date such Claim is Allowed or as soon as practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due); (iii) at such time and upon such terms as may be agreed upon by such holder and the Debtors; or (iv) at such time and upon such terms as set forth in an order of the Bankruptcy Court, in each case subject to certain provisos set forth in the Plan. - Professional Compensation and Reimbursement Claims are subject to the final fee application process required under the Plan and under the Bankruptcy Code. - Subject to the Carve-Out and all other provisions of the Cash Collateral Order, the Senior Agent Administrative Claim shall be paid by the Debtors in Cash: (i) on the Effective Date or as soon as practicable thereafter; (ii) at such time and upon such terms as may be agreed upon by the Senior Agent and the Debtors; or (iii) at such time and upon such terms as set forth in an order

⁹ As of January 31, 2017, the incurred but unpaid fees and expenses of the Debtors’ and the Committee’s professionals are approximately \$0.4 million. The professional fees and expenses of the Debtors and the Committee after such date are estimated to be \$1.8 million, which is inclusive of a “Restructuring Fee” for Moelis in the approximate amount of \$1.127 million. These amounts are estimates only and may not be accurate. These estimated amounts do not constitute a cap or limitation on the amount of such professional fees or the payments required under the Plan to be made to such professionals.

Class Number	Description of Class	Estimated Amount of Allowed Claims in Class	Treatment Under the Plan / Estimated % Recovery Under Plan
			<p>of the Bankruptcy Court. The Excess Reserve Amount, if any, shall be paid to the Senior Agent as a supplemental distribution on account of the Senior Agent Administrative Claim only upon the completion of the administration of such reserves as determined by the Liquidating Trustee.</p> <p>- Allowed Intercompany Administrative Claims shall be set-off against each other and the net payable amount, if any, shall be paid by the liable Debtor to the applicable Debtor in full from available assets of the liable Debtor. If no available assets exist, the unpaid portion of the Intercompany Administrative Claim will be deemed waived and forgiven.</p>
N/A	Priority Tax Claims	\$25,000	<p>- Estimated Recovery: 100%</p> <p>- Unimpaired</p> <p>- Except to the extent that a holder of an Allowed Priority Tax Claim against a Debtor agrees to a different treatment, each holder of an Allowed Priority Tax Claim shall be paid the full unpaid amount of such Allowed Priority Tax Claim in Cash, on the latest of (i) the Effective Date, (ii) the date such Allowed Priority Tax Claim becomes Allowed and (iii) the date such Allowed Priority Tax Claim is payable under applicable non-bankruptcy law.</p>

Class Number	Description of Class	Estimated Amount of Allowed Claims in Class	Treatment Under the Plan / Estimated % Recovery Under Plan
Class 1	Priority Non-Tax Claims	\$12,500	<ul style="list-style-type: none"> - Estimated Recovery: 100% - Unimpaired - To the extent it has not already been paid prior to the Effective Date, Class 1 claimants shall receive those amounts that any such Claimant is entitled to receive on account of the Priority Non-Tax Claims. Such payments shall be made solely from the assets of the specific Debtor's estate against which the Allowed Priority Non-Tax Claim is filed.

Class Number	Description of Class	Estimated Amount of Allowed Claims in Class	Treatment Under the Plan / Estimated % Recovery Under Plan
Class 2	Senior Agent Secured Claim	\$49,115,283	<p>- Estimated Recovery: Between 10% and 15%</p> <p>- Impaired</p> <p>- On or as soon as practicable after the Effective Date, the Debtors shall pay to the Senior Agent from assets belonging to MDW Pan the sum of: (A)(1) all Pan Cash Collateral not previously distributed to the Senior Agent and (2) the portion of the GRP Sale Proceeds allocated to MDW Pan, <u>less</u> (B)(1) the Lien Priority Dispute Reserve, (2) the Other Pan Secured Claims Reserve, and (3) the Non-MGUS GUC Reserve; <i>provided, however,</i> that the difference, if any, between the Lien Priority Dispute Reserve and the actual amounts paid to the Mechanic’s Lien Claimants in accordance with Article V.B.3 of the Plan shall be paid to the Senior Agent by the Midway Liquidating Trustee as a further distribution on account of its Senior Agent Secured Claim; <i>and provided further, however,</i> that the difference, if any, between the Other Pan Secured Claims Reserve and the actual amounts paid to the holders of Allowed Other Pan Secured Claims determined to be senior to the Senior Agent Secured Claim in accordance with Article V.B.4 of the Plan shall be paid to the Senior Agent by the Midway Liquidating Trustee as a further distribution on account of its Senior Agent Secured Claim. After giving effect to such distributions, any deficiency claim owing on account of the Senior Agent Secured Claim shall be deemed a Class 6, Class 7, Class 8, Class 9, Class 10 and Class 11 Allowed General Unsecured Claim against MGUS, Midway Gold Corp., MDW Pan, MDW Gold Rock LLP, Midway Gold Realty LLC and the No Asset Debtors, respectively.</p>

Class Number	Description of Class	Estimated Amount of Allowed Claims in Class	Treatment Under the Plan / Estimated % Recovery Under Plan
Class 3	Subordinate Agent Secured Claim	\$8,015,234	<p>- Estimated Recovery: 0%</p> <p>- Unimpaired</p> <p>- The estimated recovery for Allowed Claims in this Class is 0%. Pursuant to the Subordinate Agent Settlement, the Subordinate Agent shall receive no Distribution on account of the Subordinate Agent Secured Claim as a secured claim against MDW Pan, and shall not be deemed a secured claim against any other Debtor.</p>
Class 4	Mechanic's Lien Claims Against MDW Pan LLP	\$1,612,515	<p>- Recovery: 77.5%</p> <p>- Unimpaired</p> <p>- The agreed recovery for Allowed Claims in this Class is 77.5% of the amount of the Mechanic's Lien Claimants' original principal claims. The following treatment is the product of extensive negotiations and has been agreed to by each of the Mechanic's Lien Claimants.</p> <p>Each Claim of a holder of a Mechanic's Lien Claim shall be reduced and Allowed in an amount equal to 77.5% of the original principal amount of such holder's claim. On or as soon as practicable after the Effective Date, the Debtors or the Midway Liquidating Trust shall, in full and final satisfaction of such Allowed Claims, pay the holder of such Allowed Claims the full amount of such Allowed Claims in Cash from the Lien Priority Dispute Reserve.</p>
Class 5	Other Secured Claims Against MDW Pan	\$736,000	<p>- Estimated Recovery: 100% (if claim is senior in priority to the Senior Agent Secured Claim); 0% (if claim is junior in priority to the Senior Agent Secured Claim)</p> <p>- Unimpaired</p>

Class Number	Description of Class	Estimated Amount of Allowed Claims in Class	Treatment Under the Plan / Estimated % Recovery Under Plan
			<p>- Pursuant to the Jacobs Settlement, Jacobs is granted an Allowed Class 5 Other Pan Secured Claim in the amount of \$630,000.00 that is of higher priority than the Senior Agent Secured Claim against MDW Pan, on account of which Jacobs is entitled to receive (i) \$615,000.00 from the Other Pan Secured Claims Reserve, and (ii) subject to the closing of a Tonopah Project Sale, the first \$15,000.00 from the cash proceeds generated from such Tonopah Project Sale. The estimated recovery for this claim is 100%.</p> <p>The Debtors believe that six other parties have asserted Claims that may fall within this Class. However, the Debtors believe that these Claims are subject to valid objections and they estimate that there will not be any Allowed Claims in this Class other than Jacobs' Allowed Claim. However, the asserted amounts of all such Claims are included within the Other Pan Secured Claims Reserve.</p> <p>- On or as soon as practicable after the Initial Distribution Date or any subsequent distribution date occurring after (i) the entry of a Final Order determining that an Other Pan Secured Claim has priority over the Senior Agent Secured Claim or (ii) an agreement among the holder of an Allowed Other Secured Claim, the Senior Agent and the Liquidating Trust, the Midway Liquidating Trust shall, in full and final satisfaction of such Allowed Claim, pay the holder of such Allowed Claim the full amount of such Allowed Claim in Cash from the Other Pan Secured Claims Reserve; <i>provided, however,</i> that, notwithstanding the foregoing, (i) the Allowed Class 5 Other Pan Secured Claim</p>

Class Number	Description of Class	Estimated Amount of Allowed Claims in Class	Treatment Under the Plan / Estimated % Recovery Under Plan
			<p>granted to Jacobs pursuant to the Jacobs Settlement that is payable from the Other Pan Secured Claims Reserve shall be paid by the Debtors or the Midway Liquidating Trust to Jacobs on or as soon as practicable after the Effective Date, and (ii) the portion of the Allowed Class 5 Other Pan Secured Claim granted to Jacobs pursuant to the Jacobs Settlement that is payable from the net cash proceeds generated from a Tonopah Project Sale shall be paid from the net cash proceeds of such sale on or as soon as practicable after the later of the Effective Date or five (5) Business Days after the closing of such sale. In the event that any portion of the secured claim asserted by the holder of an Other Pan Secured Claim is determined by Final Order or agreement among the parties to be of lesser priority than the Senior Agent Secured Claim, the corresponding portion of the Other Pan Secured Claims Reserve shall be distributed to the Senior Agent as a further Distribution on account of the Senior Agent Secured Claim. Furthermore, in the event any portion of the secured claim asserted by the holder of an Other Pan Secured Claim is determined by Final Order to be unsecured, such portion shall be deemed and treated as a Class 8 General Unsecured Claim against MDW Pan.</p>
Class 6	General Unsecured Claims Against Midway Gold US Inc.	\$1,495,473	<ul style="list-style-type: none"> - Estimated Recovery: Between 10% and 15%, depending on, among other things, whether there are recoveries from the Retained Causes of Action of MGUS. - Impaired - On or as soon as practicable after the Initial Distribution Date or any subsequent distribution date, the Midway Liquidating Trust shall, in full and final satisfaction of

Class Number	Description of Class	Estimated Amount of Allowed Claims in Class	Treatment Under the Plan / Estimated % Recovery Under Plan
			<p>such Allowed General Unsecured Claim, (i) pay each holder of an Allowed General Unsecured Claim in this Class, <i>other than</i> the Senior Agent and any other Debtor (including, without limitation, Midway Gold Corp. on account of the Intercompany Loan), its Pro Rata share of (a) the MGUS GUC Reserve and (b) the net proceeds generated from the Retained Causes of Action of MGUS, if any; and (ii) pay the Senior Agent on account of its Allowed General Unsecured Claim in this Class the net proceeds generated from the Remaining Assets allocable to MGUS, if any. The prepetition General Unsecured Claims of other Debtors against MGUS will not receive any distribution.</p> <p>Notwithstanding the foregoing or any other provision in the Plan to the contrary, the Subordinate Agent shall receive the agreed treatment provided for in the Subordinate Agent Settlement on account of its Allowed General Unsecured Claim against MGUS. In particular, pursuant to the Subordinate Agent Settlement (as described in detail in Article IV.A.3 of the Plan), the Subordinate Agent shall receive a \$200,000 Distribution as its full and final Pro Rata share of the MGUS GUC Reserve on account of its Class 6 Allowed General Unsecured Claim against MGUS, but no Distribution on account if its other Allowed General Unsecured Claims in Classes 7 through 10 under the Plan. The Subordinate Agent is also entitled to share in net proceeds in excess of the first \$1 million generated from the Retained Causes of Action of each Debtor, as provided in the Subordinate Agent Settlement.</p>
Class 7	General	\$446,832	- Estimated Recovery: Between 2% and 3%,

Class Number	Description of Class	Estimated Amount of Allowed Claims in Class	Treatment Under the Plan / Estimated % Recovery Under Plan
	Unsecured Claims Against Midway Gold Corp.		<p>depending on, among other things, whether there are recoveries from the Retained Causes of Action of Midway Gold Corp.</p> <ul style="list-style-type: none"> - Impaired - On or as soon as practicable after the Initial Distribution Date or any subsequent distribution date, the Midway Liquidating Trust shall, in full and final satisfaction of such Allowed General Unsecured Claim, (i) pay each holder of an Allowed General Unsecured Claim in this Class, <i>other than</i> the Senior Agent, the Subordinate Agent and any other Debtor, its Pro Rata share of (a) the Non-MGUS Reserve (which reserve is to be shared equally with holders of Allowed General Unsecured Claims against Debtors MDW Pan, MDW Gold Rock LLP, and Midway Gold Realty LLC on a Pro Rata and <i>pari passu</i> basis) and (b) the net proceeds generated from the Retained Causes of Action of Midway Gold Corp., if any; and (ii) pay the Senior Agent on account of its Allowed General Unsecured Claim in this Class the net proceeds generated from the Remaining Assets allocable to Midway Gold Corp., if any. The prepetition General Unsecured Claims of other Debtors against Midway Gold Corp. will not receive any distribution.
Class 8	General Unsecured Claims Against MDW Pan LLP	\$9,809,433	<ul style="list-style-type: none"> - Estimated Recovery: Between 2% and 3%, depending on, among other things, whether there are recoveries from the Retained Causes of Action of MDW Pan. - Impaired - For the avoidance of doubt, Class 8 includes the unsecured portion of Jacobs' Claim pursuant to the Jacobs Settlement but excludes (i) all Claims asserted by Ledcor, which have been withdrawn and released

Class Number	Description of Class	Estimated Amount of Allowed Claims in Class	Treatment Under the Plan / Estimated % Recovery Under Plan
			<p>with prejudice pursuant to the Ledcor Settlement, and (ii) the unsecured portion of any Claims filed by the Mechanic's Lien Claimants, which have been waived pursuant to the Mechanic's Lien Settlement. It also includes all other deficiency claims of secured creditors of MDW Pan, if any.</p> <p>- On or as soon as practicable after the Initial Distribution Date or any subsequent distribution date, the Midway Liquidating Trust shall, in full and final satisfaction of such Allowed General Unsecured Claim, (i) pay each holder of an Allowed General Unsecured Claim against the Estate of Debtor MDW Pan, <i>other than</i> the Senior Agent, the Subordinate Agent and any other Debtor, its Pro Rata share of (a) the Non-MGUS GUC Reserve (which reserve is to be shared equally with holders of Allowed General Unsecured Claims against Debtors Midway Gold Corp., MDW Gold Rock LLP, and Midway Gold Realty LLC on a Pro Rata and <i>pari passu</i> basis) and (b) the net proceeds generated from the Retained Causes of Action of MDW Pan, if any; and (ii) pay the Senior Agent on account of its Allowed General Unsecured Claim in this Class the net proceeds generated from the Remaining Assets allocable to MDW Pan, if any. The prepetition General Unsecured Claims of other Debtors against MDW Pan will not receive any distribution.</p>
Class 9	General Unsecured Claims Against MDW Gold Rock LLP	\$32,596	<p>- Estimated Recovery: Between 2% and 3%, depending on, among other things, whether there are recoveries from the Retained Causes of Action of MDW Gold Rock LLP.</p> <p>- Impaired</p> <p>- On or as soon as practicable after the Initial Distribution Date or any subsequent</p>

Class Number	Description of Class	Estimated Amount of Allowed Claims in Class	Treatment Under the Plan / Estimated % Recovery Under Plan
			<p>distribution date, the Midway Liquidating Trust shall, in full and final satisfaction of such Allowed General Unsecured Claim, (i) pay each holder of an Allowed General Unsecured Claim in this Class, <i>other than</i> the Senior Agent, the Subordinate Agent and any other Debtor, its Pro Rata share of (a) the Non-MGUS GUC Reserve (which reserve is to be shared equally with holders of Allowed General Unsecured Claims against Debtors Midway Gold Corp., MDW Pan, and Midway Gold Realty LLC on a Pro Rata and <i>pari passu</i> basis) and (b) the net proceeds generated from the Retained Causes of Action of MDW Gold Rock LLP, if any; and (ii) pay the Senior Agent on account of its Allowed General Unsecured Claim in this Class the net proceeds generated from the Remaining Assets allocable to MDW Gold Rock LLP, if any. The prepetition General Unsecured Claims of other Debtors against MDW Gold Rock LLP will not receive any distribution.</p>

Class Number	Description of Class	Estimated Amount of Allowed Claims in Class	Treatment Under the Plan / Estimated % Recovery Under Plan
Class 10	General Unsecured Claims Against Midway Gold Realty LLC	\$956	<p>- Estimated Recovery: Between 2% and 3%, depending on, among other things, whether there are recoveries from the Retained Causes of Action of Midway Gold Realty LLC.</p> <p>- Impaired</p> <p>- On or as soon as practicable after the Initial Distribution Date or any subsequent distribution date, the Midway Liquidating Trust shall, in full and final satisfaction of such Allowed General Unsecured Claim, (i) pay each holder of an Allowed General Unsecured Claim in this Class, <i>other than</i> the Senior Agent, the Subordinate Agent and any other Debtor, its Pro Rata share of (a) the Non-MGUS GUC Reserve (which reserve is to be shared equally with holders of Allowed General Unsecured Claims of Debtors Midway Gold Corp., MDW Pan, and Midway Gold Rock LLP on a Pro Rata and <i>pari passu</i> basis) and (b) the net proceeds generated from the Retained Causes of Action of MDW Gold Realty LLC, if any; and (ii) pay the Senior Agent on account of its Allowed General Unsecured Claim in this Class the net proceeds generated from the Remaining Assets allocable to MDW Gold Realty LLC, if any. The prepetition General Unsecured Claims of other Debtors against MDW Gold Realty LLC will not receive any distribution.</p>

Class Number	Description of Class	Estimated Amount of Allowed Claims in Class	Treatment Under the Plan / Estimated % Recovery Under Plan
11	General Unsecured Claims against No Asset Debtors	\$0	<p>- Estimated Recovery: None</p> <p>- Impaired</p> <p>- The only Claims in this Class are held by the Senior Agent, the Subordinate Agent and Aspen Insurance. The Allowed Claims of the Senior Agent and Subordinate Agent will be satisfied out of the assets of Debtors other than the No Asset Debtors as provided in the Plan.</p> <p>Pursuant to the Stipulation Regarding Claims Filed by Aspen American Insurance Co. (Docket No. 1067), the Claims of Aspen Insurance against each of the Debtors have been reduced from \$19,102,994.00 to \$133,487.00. Each of these claims are general unsecured claim, with the exception of Proof of Claim No. 175 (Aspen's claim against MDW Pan), which is secured by approximately \$104,000.00 in cash collateral held by Aspen.</p> <p>- In addition, the No Asset Debtors do not have in the aggregate assets having a value in excess of the amount of the Senior Agent Administrative Claim against such Debtors. Accordingly, no assets will remain for holders of Allowed General Unsecured Claims against such Debtors and such holders will not receive a Distribution on account of their Allowed General Unsecured Claims.</p>
12	Equity Interests	N/A	<p>- Estimated Recovery: None</p> <p>- Impaired</p> <p>- Holders of Equity Interests shall neither receive nor retain any property under the Plan. On the Effective Date, the Equity Interests shall be deemed cancelled.</p>

D. Provisions Governing Distributions Under the Plan

1. Initial Distribution Date

On the Initial Distribution Date or as soon thereafter as is reasonably practicable, the Midway Liquidating Trust shall make, or shall make adequate reserves for, the Distributions required to be made under the Plan.

2. Establishment of Disputed Interim Distribution Reserves

On the Initial Distribution Date, and after making all Distributions required to be made on such date under the Plan, the Midway Liquidating Trust shall establish a separate Disputed Interim Distribution Reserve into which the Distributions on account of General Unsecured Claims that are not yet Allowed Claims shall be deposited and withdrawn as provided in Article V.C. of the Plan.

In calculating the amount of the Distributions, the Midway Liquidating Trust shall treat all General Unsecured Claims that have not yet been Allowed (until and unless that Claim has been finally disallowed) as if each General Unsecured Claim had been Allowed in the least amount fixed by the following: (a) the filed amount of such Claim if such Claim states a fixed liquidated amount; (b) the amount determined by the Bankruptcy Court for purposes of fixing the amount to be retained for such Claim in accordance with Article VI.D. of the Plan; and (c) such other amount as may be agreed upon by the holder of such Claim and the Midway Liquidating Trust. Nothing in this section of the Plan shall preclude the Midway Liquidating Trust, or any holder of a Disputed General Unsecured Claim on notice to the Midway Liquidating Trust, from seeking an Order of the Bankruptcy Court-in respect of or relating to the amount retained with respect to such holder's Disputed Claim.

3. Maintenance of Disputed Reserves

The Midway Liquidating Trust shall hold property in the Disputed Interim Distribution Reserve for the benefit of the holders of Claims ultimately determined to be Allowed. The Disputed Interim Distribution Reserve shall be closed and extinguished by the Midway Liquidating Trust when all Distributions and other dispositions of Cash or other property required to be made hereunder have been made in accordance with the Plan and Midway Liquidating Trust. Upon closure of the Disputed Interim Distribution Reserve, all Cash (including any Cash Investment Yield) or other property held in the Disputed Interim Distribution Reserve shall revert in and become the property of the Midway Liquidating Trust. All funds or other property that vest or revert in the Midway Liquidating Trust pursuant to the Plan shall be (a) used to pay the fees and expenses of the Midway Liquidating Trust as and to the extent set forth in the Liquidating Trust Agreement, and (b) thereafter distributed on a Pro Rata basis to holders of Allowed Claims.

4. Lien Priority Dispute Reserve

On the Effective Date or as soon as practicable thereafter, the Midway Liquidating Trust shall (i) establish the Lien Priority Dispute Reserve using a combination of (a) the portion of the GRP Sale Proceeds allocated to MDW Pan pursuant to Article IV.B of the

Plan, and (b) funds (including funds held by Debtors other than MDW Pan) otherwise payable to the Senior Agent on account of the Senior Agent Administrative Claim, and (ii) make the distributions to each Mechanic’s Lien Claimant and to the Senior Agent in accordance with the treatment provided by Article III.B.4 of the Plan with respect to the Claims asserted by the Mechanic’s Lien Claimants. The full amount of the claims asserted by each Mechanic’s Lien Claimant, the agreed 77.5% distribution on account of such claims representing each Mechanic’s Lien Claimant’s Allowed Class 4 Mechanic’s Lien Claim, and the amount of the remaining 22.5% of such claims to be distributed to the Senior Agent as a further Distribution on account of the Senior Agent Secured Claim, are summarized as follows:

Claimant	Claim Amount	Claimant Distribution / Allowed Class 4 Claims Amount (77.5%)	CBA Distribution (22.5%)
EPC	449,348.08	348,244.76	101,103.32
Golder	563,875.44	437,003.47	126,871.97
Gustavson	255,889.11	198,314.06	57,575.05
Roscoe	132,469.49	102,663.85	29,805.64
Sure Steel	210,933.01	163,473.08	47,459.93
TOTAL	1,612,515.13	1,249,699.22	362,815.91

5. Other Pan Secured Claims Reserve

On the Effective Date or as soon as practicable thereafter, the Midway Liquidating Trust shall establish the Other Pan Secured Claims Reserve into which the Liquidating Trustee shall deposit the amount of \$721,000 (using a combination of (a) the portion of the GRP Sale Proceeds allocated to MDW Pan pursuant to Article IV.B of the Plan, and (b) funds (including funds held by Debtors other than MDW Pan) otherwise payable to the Senior Agent on account of the Senior Agent Administrative Claim), representing the estimated maximum amount of Distributions on account of Class 5 Other Secured Claims Against MDW Pan that may become Allowed Claims. Funds from the Other Pan Secured Claims Reserve shall be withdrawn and paid to holders of such Allowed Claims as provided in Article V.C. of the Plan. No Distributions from the Other Pan Secured Claims Reserve shall be made unless and until a determination is made, either by Final Order or with the agreement of the Liquidating Trustee and the Senior Agent, that an Allowed Class 5 Claim is of higher priority than the Senior Agent Secured Claim against MDW Pan.

For the Avoidance of Doubt, the Confirmation Order shall constitute a Final Order determining that Jacobs has an Allowed Class 5 Claim in the amount of \$630,000 that is of higher priority than the Senior Agent Secured Claim against MDW Pan, only \$615,000 of which is payable from the Other Pan Secured Claims Reserve (the remainder being payable from the first \$15,000 of cash proceeds generated from a Tonopah Project Sale).

6. Excess Reserve Amount

To the extent there is any Excess Reserve Amount, such Excess Reserve Amount shall be paid to the Senior Agent as a supplemental distribution on account of the Senior Agent Administrative Claim only upon the completion of the administration of the relevant reserves as determined by the Liquidating Trustee.

7. Quarterly Distributions

Any Distribution that is not made on the Initial Distribution Date or on any other date specified herein because the Claim that would have been entitled to receive that Distribution is not an Allowed Claim on such date, shall be held by the Midway Liquidating Trust in the Disputed Interim Distribution Reserve pursuant to Article V.B. of the Plan and Distributed on the first Quarterly Distribution Date after such Claim is Allowed.

Similarly, any Distribution that is not made on the Initial Distribution Date or on any other date specified herein because the Claim that would have been entitled to receive that Distribution is subject to the Other Pan Secured Claims Reserve and the determination of the priority of the Claim relative to the Senior Agent Secured Claim against MDW Pan, shall be held by the Midway Liquidating Trust in the applicable reserve pursuant to Article V.B. of the Plan and Distributed on the first Quarterly Distribution Date after such Claim meets the requirements for Distribution under the applicable reserve.

No interest shall accrue or be paid on the unpaid amount of any Distribution paid on a Quarterly Distribution Date in accordance with Article V.C. of the Plan.

8. Record Date for Distributions

Except as otherwise provided in a Final Order of the Bankruptcy Court, the transferees of Claims that are transferred pursuant to Bankruptcy Rule 3001 on or prior to the Record Date will be treated as the holders of those Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to the transfer may not have expired by the Record Date. The Midway Liquidating Trust shall have no obligation to recognize any transfer of any Claim occurring after the Record Date. In making any Distribution with respect to any Claim, the Midway Liquidating Trust shall be entitled instead to recognize and deal with, for all purposes hereunder, only the Entity that is listed on the proof of Claim Filed with respect thereto or on the Schedules as the holder thereof as of the close of business on the Record Date and upon such other evidence or record of transfer or assignment that are known to the Midway Liquidating Trust as of the Record Date.

9. Delivery of Distributions

a. General Provisions; Undeliverable Distributions

Subject to Bankruptcy Rule 9010 and except as otherwise provided herein, Distributions to the holders of Allowed Claims shall be made by the Midway Liquidating Trust at (a) the address of each holder as set forth in the Schedules, unless superseded by the address set forth on proofs of Claim Filed by such holder or (b) the last known address of such holder if

no proof of Claim is Filed or if the Debtors have been notified in writing of a change of address. If any Distribution is returned as undeliverable, the Midway Liquidating Trust may, in its discretion, make reasonable efforts to determine the current address of the holder of the Claim with respect to which the Distribution was made as the Midway Liquidating Trust deems appropriate, but no Distribution to any such holder shall be made unless and until the Midway Liquidating Trust has determined the then-current address of such holder, at which time the Distribution to such holder shall be made to the holder without interest. Amounts in respect of any undeliverable Distributions made by the Midway Liquidating Trust shall be returned to, and held in trust by, the Midway Liquidating Trust until the Distributions are claimed or are deemed to be unclaimed property under Section 347(b) of the Bankruptcy Code, as set forth in Article V.E.3. of the Plan. The Midway Liquidating Trust shall have the discretion to determine how to make Distributions in the most efficient and cost-effective manner possible; provided, however, that its discretion may not be exercised in a manner inconsistent with any express requirements of the Plan or the Liquidating Trust Agreement.

b. Minimum Distributions

Notwithstanding anything herein to the contrary, if a Distribution to be made to a holder of an Allowed Claim on the Initial Distribution Date or any subsequent date for Distributions would be \$50 or less in the aggregate at the time of such Distribution, no such Distribution will be made to that holder unless a request therefor is made in writing to the Liquidating Trustee no later than twenty (20) days after the Effective Date.

c. Unclaimed Property

Except with respect to property not Distributed because it is being held in the Disputed Interim Distribution Reserve, Distributions that are not claimed by the expiration of the later of six (6) months from the Effective Date or ninety (90) days from such Distribution shall be deemed to be unclaimed property under Section 347(b) of the Bankruptcy Code and shall vest or revert in the Midway Liquidating Trust, and the Claims with respect to which those Distributions are made shall be automatically cancelled. After the expiration of the applicable period, the claim of any Entity to those Distributions shall be discharged and forever barred. Nothing contained in the Plan shall require the Midway Liquidating Trust to attempt to locate any holder of an Allowed Claim. All funds or other property that vests or reverts in the Midway Liquidating Trust pursuant to Article V of the Plan shall be distributed by the Liquidating Trustee to the other holders of Allowed Claims in accordance with the provisions of the Plan or the Liquidating Trust Agreement.

10. Transactions on Business Days

If the Effective Date or any other date on which a transaction is to occur under the Plan shall occur on a day that is not a Business Day, the transactions contemplated by the Plan to occur on such day shall instead occur on the next succeeding Business Day.

11. Manner of Cash Payments Under the Plan or the Liquidating Trust Agreement

Cash payments made pursuant to the Plan or the Liquidating Trust Agreement shall be in United States dollars by checks drawn on a domestic bank selected by the Midway Liquidating Trust or by wire transfer from a domestic bank, at the option of the Midway Liquidating Trust.

12. Time Bar to Cash Payments by Check

Checks issued by the Midway Liquidating Trust on account of Allowed Claims shall be null and void if not negotiated within 90 days after the date of issuance thereof. Requests for the reissuance of any check that becomes null and void pursuant to Article V.I. of the Plan shall be made directly to the Liquidating Trustee by the holder of the Allowed Claim to whom the check was originally issued. Any Claim in respect of such voided check shall be made in writing on or before the later of six (6) months from the Effective Date or ninety (90) days after the date of issuance thereof. After that date, all claims in respect of void checks shall be discharged and forever barred and the proceeds of those checks shall revert in and become the property of the Midway Liquidating Trust as unclaimed property in accordance with Section 347(b) of the Bankruptcy Code and be distributed as provided in Article V.E.3. of the Plan.

13. Limitations on Funding of Disputed Reserve

Except as expressly set forth in the Plan, the Debtors and the Senior Agent shall not have any duty to fund the Disputed Interim Distribution Reserve.

14. Compliance with Tax Requirements

In connection with making Distributions under the Plan, to the extent applicable, the Midway Liquidating Trust shall comply with all tax withholding and reporting requirements imposed on it by any Governmental Unit, and all Distributions pursuant to the Plan shall be subject to such withholding and reporting requirements. No Distribution shall be made to or on behalf of a holder of an Allowed Claim pursuant to the Plan unless and until such holder has provided the Midway Liquidating Trust with any information that applicable law requires the Midway Liquidating Trust to obtain in connection with making Distributions, including completed IRS Form W9. The Midway Liquidating Trust may withhold the entire Distribution due to any holder of an Allowed Claim until such time as such holder provides the necessary information to comply with any withholding requirements of any Governmental Unit. Any property so withheld will then be paid by the Liquidating Trustee to the appropriate authority. If the holder of an Allowed Claim fails to provide the information necessary to comply with any withholding requirements of any Governmental Unit within six months from the date of first notification to the holder of the need for such information or for the Cash necessary to comply with any applicable withholding requirements, then such holder's Distribution shall be treated as an undeliverable Distribution in accordance with Article V.E.1. of the Plan.

15. No Payments of Fractional Dollars

Notwithstanding any other provision of the Plan to the contrary, no payment of fractional dollars shall be made pursuant to the Plan. Whenever any payment of a fraction of a dollar under the Plan would otherwise be required, the actual Distribution made shall reflect a rounding down of such fraction to the nearest whole dollar.

16. Interest on Claims

Except as specifically provided for in the Plan or the Confirmation Order, interest shall not accrue on Claims and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim. Except as expressly provided herein or in a Final Order of the Bankruptcy Court, no prepetition Claim shall be Allowed to the extent that it is for postpetition interest or other similar charges.

17. Setoff and Recoupment

The Midway Liquidating Trust may, but shall not be required to, setoff against, or recoup from, any Claim and the Distributions to be made pursuant to the Plan in respect thereof, any claims or defenses of any nature whatsoever that any of the Debtors, the Estates or the Midway Liquidating Trust may have against the holder of such Claim except Transferred Causes of Action, but neither the failure to do so nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtors, the Estates or the Midway Liquidating Trust of any right of setoff or recoupment that any of them may have against the holder of any Claim.

E. Means for Implementation and Execution of the Plan

1. Settlements with the Senior Agent, the Subordinate Agent, the Committee, Ledcor, Jacobs, and the Mechanic's Lien Claimants

Following extensive good faith settlement negotiations, the Debtors, the Senior Agent, the Subordinate Agent, and the Committee have reached the following agreements in full and final settlement of all disputes among them including, among other things, (i) the secured and administrative claims asserted by the Senior Agent against MDW Pan, (ii) the allocation of the purchase price of the GRP Sale, (iii) the treatment of the Subordinate Agent Secured Claim and the General Unsecured Claims of the Subordinate Agent, (iv) the impact of the dismissal of the EPC Adversary Proceeding and (v) the availability of assets for the benefit of general unsecured creditors of MDW Pan, Midway Gold Corp., MDW Gold Rock LLP, Midway Gold Realty LLC, and MGUS.

In addition, (i) the Debtors, the Committee, the Senior Agent, the Subordinate Agent, GRP Minerals and Ledcor have reached the agreement described below in full and final satisfaction of all Claims that Ledcor has or could have asserted against any of the Debtors in the Chapter 11 Cases and all counterclaims and crossclaims asserted by such parties in or in connection with the EPC Adversary Proceeding, the Chapter 11 Cases, or that otherwise arise out of or relate to work performed on or in connection with the Debtors' Pan project, (ii) the Debtors, the Committee, the Senior Agent, the Subordinate Agent and Jacobs have reached the agreement described below in full and final satisfaction of all Claims that Jacobs has or could

have asserted against any of the Debtors in the Chapter 11 Cases and all counterclaims and crossclaims asserted by such parties in or in connection with the EPC Adversary Proceeding, the Chapter 11 Cases, or that otherwise arise out of or relate to work performed on or in connection with the Debtors' Pan project and (iii) the Debtors, the Committee, the Senior Agent, the Subordinate Agent and each Mechanic's Lien Claimant have reached the agreement described below in full and final satisfaction of all Claims that the Mechanic's Lien Claimants have or could have asserted against any of the Debtors in the Chapter 11 Cases and all counterclaims and crossclaims asserted by such parties in or in connection with the EPC Adversary Proceeding, the Lien Priority Dispute, the Chapter 11 Cases, or that otherwise arise out of or relate to work performed on or in connection with the Debtors' Pan project.

a. The CBA Settlement

Following good faith negotiations, in exchange for the releases and other valuable consideration provided herein, the Senior Agent has agreed (i) to accept the treatment provided in this Plan in full and final satisfaction of the Senior Agent Administrative Claim, the Senior Agent Secured Claims, and all other Claims on account of the Senior Obligations or otherwise owed to any of the Senior Secured Parties that may exist; (ii) to voluntarily fund the Non-MGUS GUC Reserve from amounts otherwise payable to the Senior Agent for the sole benefit of holders of Allowed General Unsecured Claims in Classes 7 – 10 of the Plan against Midway Gold Corp., MDW Pan, MDW Gold Rock LLP, and Midway Gold Realty LLC (other than such Claims that are held by the Senior Secured Parties, the Subordinate Secured Parties, other Debtors, and the Mechanic's Lien Claimants); (iii) to voluntarily fund the MGUS GUC Reserve from amounts otherwise payable to the Senior Agent for the sole benefit of holders of Allowed General Unsecured Claims against MGUS (other than such Claims that are held by the Senior Secured Parties, the Subordinate Secured Parties, other Debtors, and the Mechanic's Lien Claimants); (iv) to the establishment of the Lien Priority Dispute Reserve and the Other Pan Secured Claims Reserve; (v) to fully fund the amounts that are or will become due under the Carve-Out (to the extent required by the Cash Collateral Order) pursuant to the Professional Compensation Claims Reserve (which reserve constitutes an estimated amount only and not a cap or an agreement to cap Allowed Professional Compensation Claims) and the amounts necessary to wind-down the Debtors' Estates in an orderly fashion in accordance with the Wind-Down Budget; (vi) to the terms of the Subordinate Agent Settlement; (vii) to provide the releases set forth herein; and (viii) to support confirmation of the Plan.

With respect to the establishment and funding of the Non-MGUS GUC Reserve, such reserve was negotiated and agreed upon based, in part, on the fact that, absent an agreement with the Senior Agent, the Senior Agent Administrative Claim would consume all available assets at each of Debtors MDW Pan, Midway Gold Corp., MDW Gold Rock LLP, and Midway Gold Realty LLC and there would be no distribution at all to the general unsecured creditors of such Debtors. As a result of the foregoing settlement, however, the general unsecured creditors of such Debtors will receive their Pro Rata share of the Non-MGUS GUC Reserve.

Among other things, the foregoing settlement resolves significant disputes, including, among other things, disputes with respect to (i) the amount of the Senior Agent Administrative Claim under the Cash Collateral Order and (ii) the allocation of the GRP Sale Proceeds. As such, this settlement provides significant value to the Debtors' Estates, favorably resolves and

avoids potential significant litigation, and enables the prompt and efficient wind-down of the Debtors' Estates.

The Plan shall serve as a motion to approve this settlement under Rule 9019 of the Bankruptcy Rules and the entry of the Confirmation Order shall constitute an order approving the settlement.

b. The Committee Settlement

Following good faith negotiations, in exchange for the valuable consideration provided herein, the Committee has agreed to (a) the treatment provided to the Senior Agent hereunder on account of the Senior Agent Administrative Claim and the Senior Agent Secured Claim, (b) the Subordinate Agent Settlement providing for the treatment provided to the Subordinate Agent hereunder on account of the Subordinate Agent Secured Claim and its General Unsecured Claims, (c) the funding of the Non-MGUS GUC Reserve and the MGUS GUC Reserve, (d) the releases set forth herein, and (e) support confirmation of the Plan.

Among other things, the foregoing settlement resolves significant disputes, including, among other things, disputes with respect to (i) the amount of the Senior Agent Administrative Claim under the Cash Collateral Order, (ii) the validity and characterization of the Intercompany Loan, (iii) the amount and validity of the Claims of the Subordinate Agent, and (iv) the allocation of the GRP Sale Proceeds. As such, this settlement provides significant value to the Debtors' Estates, favorably resolves and avoids potential significant litigation, and enables the prompt and efficient wind-down of the Debtors' Estates.

The Plan shall serve as a motion to approve this settlement under Rule 9019 of the Bankruptcy Rules and the entry of the Confirmation Order shall constitute an order approving the settlement.

c. The Subordinate Agent Settlement

Following good faith negotiations, in exchange for the valuable consideration provided herein, the Senior Agent, the Subordinate Agent, the Debtors and the Committee have agreed to the following treatment for the Subordinate Agent Secured Claim in exchange for, among other things, the agreement of the Subordinate Agent and the other Subordinate Secured Parties to support confirmation of the Plan:

- The Subordinate Agent shall not receive any Distribution on account of the Subordinate Agent Secured Claim.
- The Subordinate Agent shall receive a \$200,000 Distribution as its full and final Pro Rata share of the MGUS GUC Reserve on account of its Class 6 Allowed General Unsecured Claim against MGUS. The Subordinate Agent shall receive no Distribution on account of its Class 7, Class 8, Class 9, and Class 10 Allowed General Unsecured Claims against Midway Gold Corp., MDW Pan, MDW Gold Rock LLP, and Midway Gold Realty LLC, respectively; provided, however, that no Distributions shall be made from the MGUS GUC Reserve or the Non-MGUS

GUC Reserve unless and until all Allowed Administrative Claims, Priority Tax Claims and Priority Non-Tax Claims are paid in full as required by the Plan.

- The first \$1,000,000 of net proceeds, if any, generated from the Retained Causes of Action of each Debtor shall be shared Pro Rata on a *pari passu* basis among all holders of Allowed General Unsecured Claims against that Debtor other than the Subordinate Agent. The net proceeds in excess of the first \$1,000,000, if any, generated from the Retained Causes of Action of each Debtor shall be shared Pro Rata on a *pari passu* basis among all holders of Allowed General Unsecured Claims against that Debtor including the Subordinate Agent, and the Subordinate Agent shall be deemed to have an Allowed General Unsecured Claim in the amount of \$4 million against each Debtor for purposes of sharing on a Pro Rata and *pari passu* basis in such net proceeds.
- Any (i) proofs of claim, including, without limitation, the Subordinate Agent Proofs of Claim, filed by or on behalf of the Subordinate Agent against any Debtor, (ii) debts that have been scheduled in favor of the Subordinate Agent by any Debtor, and (iii) claims previously Allowed by any order of the Bankruptcy Court, including, without limitation, the Cash Collateral Order, against any Debtor, are hereby disallowed and expunged with prejudice.

Among other things, the foregoing settlement resolves significant disputes, including, among other things, disputes with respect to the amount, validity and treatment of the Subordinate Agent Secured Claim and the General Unsecured Claims of the Subordinate Agent. As such, this settlement provides significant value to the Debtors' Estates, favorably resolves and avoids potential significant litigation, and enables the prompt and efficient wind-down of the Debtors' Estates.

The Plan shall serve as a motion to approve this settlement under Rule 9019 of the Bankruptcy Rules and the entry of the Confirmation Order shall constitute an order approving the settlement.

d. The Leducor Settlement

Following good faith negotiations, in exchange for the valuable consideration provided herein, the Debtors, the Senior Agent, the Subordinate Agent, the Committee, Leducor and GRP Minerals have agreed, in full and final settlement and satisfaction of (i) all Claims that have or could have been asserted by Leducor against any of the Debtors (or any of the Debtors' current and former officers, directors, and management), including, without limitation, the Leducor Proof of Claim, (ii) all Avoidance Actions that could have been asserted against Leducor by or on behalf of the Debtors or any of their respective bankruptcy estates, (iii) all Avoidance Actions that could have been asserted against Leducor by or on behalf of GRP Minerals as part of the Transferred Causes of Action, and (iv) all claims, counterclaims, and crossclaims that have or could have been asserted by or against Leducor in the EPC Adversary Proceeding, and in exchange for, among other things, the agreement of Leducor to support confirmation of the Plan, as follows:

- Ledcor agrees that any and all Claims of any nature against any of the Debtors that have or could have been asserted in or in connection with the Chapter 11 Cases, including, without limitation, the Ledcor Proof of Claim, are hereby deemed withdrawn and forever waived and released with prejudice. Ledcor shall not be deemed a creditor for any purpose under the Plan or otherwise in connection with the Chapter 11 Cases, including voting and Distribution purposes, and shall receive no Distribution of any kind from the Debtors or the Liquidating Trust under the Plan.
- Any and all claims of the Debtors and their respective bankruptcy estates against Ledcor, including any Avoidance Actions, and any such claims as part of the Transferred Causes of Action that GRP Minerals may have against Ledcor that were acquired by GRP Minerals through the GRP Sale, are deemed forever waived and released with prejudice.
- Ledcor may continue to pursue its claims against any third party other than the Debtors (including current and former officers, directors, and management of the Debtors), the Committee, the Senior Agent, the Subordinate Agent and GRP Minerals (collectively, the “Ledcor Released Parties”) in the Nevada Action, including foreclosure rights, all such rights being expressly reserved and preserved (collectively, the “Nevada Action Reservation of Rights”).
- Subject to the Nevada Action Reservation of Rights, Ledcor agrees that the assets, rights and interests included within the GRP Purchased Assets that GRP Minerals acquired from the Debtors in the GRP Sale, including leases related to Pan, are not subject to any claims or interests of Ledcor.
- On the Effective Date, subject to the Nevada Action Reservation of Rights, (i) all claims, causes of action, rights and remedies that have or could have been asserted by Ledcor solely as against any of the Ledcor Released Parties, or any combination thereof, in or in connection with the EPC Adversary Proceeding, the Chapter 11 Cases, or that otherwise arise out of or relate to work performed on or in connection with the Debtors’ Pan project, and (ii) all claims, causes of action, rights and remedies that have or could have been asserted by any of the Ledcor Released Parties against Ledcor in or in connection with the EPC Adversary Proceeding, the Chapter 11 Cases, or that otherwise arise out of or relate to work performed on or in connection with the Debtors’ Pan project, shall be deemed fully and finally resolved and settled and irrevocably and unconditionally forever waived and released by the respective parties.
- Ledcor withdraws all opposition to the Plan and supports the Plan’s prompt confirmation.

Among other things, the foregoing Ledcor Settlement resolves significant disputes, including, among other things, disputes with respect to the Ledcor Proof of Claim and Ledcor’s opposition to the Plan. As such, the Ledcor Settlement provides significant value to the Debtors’

Estates, favorably resolves and avoids potential significant litigation, and enables the prompt and efficient wind-down of the Debtors' Estates.

The Plan shall serve as a motion to approve the Ledcor Settlement under Rule 9019 of the Bankruptcy Rules and the entry of the Confirmation Order shall constitute an order approving the Ledcor Settlement.

e. The Jacobs Settlement

Following good faith negotiations, in exchange for the valuable consideration provided herein, the Debtors, the Senior Agent, the Subordinate Agent, the Committee and Jacobs have agreed, in full and final settlement and satisfaction of (i) all Claims that have or could have been asserted by Jacobs against any of the Debtors (or any of the Debtors' current and former officers, directors, and management), including, without limitation, the Jacobs Proofs of Claim, (ii) all Avoidance Actions that could have been asserted against Jacobs by or on behalf of the Debtors or any of their respective bankruptcy estates, and (iii) all claims, counterclaims, and crossclaims that have or could have been asserted by or against Jacobs in the EPC Adversary Proceeding, and in exchange for, among other things, the agreement of Jacobs to support confirmation of the Plan, as follows:

- Jacobs shall receive an Allowed Claim in Class 5 (Other Pan Secured Claims) in the amount of \$630,000.00, which Allowed Claim shall be deemed senior in priority to the Senior Agent Secured Claim. In satisfaction of such claim, (i) Jacobs will be paid \$615,000.00 from the Other Pan Secured Claims Reserve in accordance with Article V.B.4 of the Plan, and (ii) Jacobs shall receive the first \$15,000.00 of the net cash proceeds generated from a Tonopah Project Sale, otherwise payable to the Senior Agent on account of the Senior Agent Administrative Claim. If, however, a Tonopah Project Sale fails to close or the net cash proceeds of such sale are less than \$15,000.00, the amount of Jacob's Allowed Other Pan Secured Claim will be reduced by the difference between \$15,000.00 and the amount of net cash proceeds of such Tonopah Project Sale, and the amount of such difference will be added to Jacobs' Allowed Class 8 General Unsecured Claim against MDW Pan LLP.
- Jacobs shall receive an Allowed Claim in Class 8 (General Unsecured Claims Against MDW Pan LLP) in the amount of \$5,288,287 (subject to increase in the event a Tonopah Project Sale fails to close or otherwise generates less than \$15,000.00, as described in the immediately preceding bullet).
- All other Jacobs Proofs of Claim are hereby deemed withdrawn with prejudice, and the Confirmation Order shall be deemed to fully and finally resolve the pending Jacobs Claim Objection.
- Any and all claims of the Debtors and their respective bankruptcy estates against Jacobs, including any Avoidance Actions, are deemed forever waived and released with prejudice.

- On the Effective Date, (i) all claims, causes of action, rights and remedies that have or could have been asserted by Jacobs solely as against the Debtors (including current and former officers, directors, and management of the Debtors), the Committee, the Senior Agent and the Subordinate Agent (collectively, the “Jacobs Released Parties”), or any combination thereof, in or in connection with the EPC Adversary Proceeding, the Chapter 11 Cases, or that otherwise arise out of or relate to work performed on or in connection with the Debtors’ Pan project, and (ii) all claims, causes of action, rights and remedies that have or could have been asserted by any of the Jacobs Released Parties against Jacobs in or in connection with the EPC Adversary Proceeding, the Chapter 11 Cases, or that otherwise arise out of or relate to work performed on or in connection with the Debtors’ Pan project, shall be deemed fully and finally resolved and settled and irrevocably and unconditionally forever waived and released by the respective parties. Notwithstanding the foregoing, Jacobs may pursue any claims it may have in connection with the work it performed relative to the Debtors’ Pan project against any non-Debtor entity or individual (other than the Jacobs Released Parties), including, but not limited to, Nevada Royalty Corp., Newark Valley Mining Corp., Orion Royalty Company, LLC, and the current owner of the 429 unpatented mining claims that were leased by Nevada Royalty Corp. to MDW Pan, which lease was later assigned to GRP Minerals. Jacobs may pursue such claims, if any, in the Nevada Action or otherwise, including any foreclosure rights, all such rights being expressly reserved and preserved.
- Jacobs agrees to affirmatively support confirmation of the Plan and not oppose the Plan and waives all objections that it may have with respect to the Plan.

Among other things, the foregoing Jacobs Settlement resolves significant disputes, including, among other things, disputes with respect to the Jacobs Proofs of Claim and Jacobs’s opposition to the Plan. As such, the Jacobs Settlement provides significant value to the Debtors’ Estates, favorably resolves and avoids potential significant litigation, and enables the prompt and efficient wind-down of the Debtors’ Estates.

The Plan shall serve as a motion to approve the Jacobs Settlement under Rule 9019 of the Bankruptcy Rules and the entry of the Confirmation Order shall constitute an order approving the Jacobs Settlement.

f. The Mechanic’s Lien Settlement

Following good faith negotiations, in exchange for the valuable consideration provided herein, the Debtors, the Senior Agent, the Subordinate Agent, the Committee and the Mechanic’s Lien Claimants have agreed, in full and final settlement and satisfaction of all prepetition and postpetition Claims that have or could have been asserted by any Mechanic’s Lien Claimant against any of the Debtors in any of the Chapter 11 Cases, including, without limitation, (i) the EPC Proofs of Claim, (ii) the Golder Associates Proofs of Claim, (iii) the Gustavson Proofs of Claim, (iv) the Roscoe Moss Proofs of Claim, (v) the Sure Steel Proofs of Claim, (vi) all debts that may have been scheduled by any Debtor in favor of any Mechanic’s Lien Claimant, and (vii) all mechanic’s lien claims and rights asserted or that could have been asserted against MDW

Pan, MGUS or otherwise with respect to the work that any Mechanic’s Lien Claimant performed in connection with the Pan project, as follows:

- Each Mechanic’s Lien Claimant is hereby granted an Allowed Class 4 Mechanic’s Lien Claim, not subject to further objection by the Debtors, in the following amounts (in each case, representing a 77.5% recovery on the full amount of each Mechanic’s Lien Claimant’s asserted Class 4 Mechanic’s Lien Claim, without any accrued interest or attorney’s fees and costs), which shall be paid by the Debtors or the Liquidating Trustee, as applicable, on the Effective Date or as soon as practicable thereafter from the funds held in the Lien Priority Dispute Reserve:

Mechanic’s Lien Claimant	Allowed Class 4 Mechanic’s Lien Claim Amount
EPC	\$348,244.76
Golder Associates	\$437,003.47
Gustavson	\$198,314.06
Roscoe Moss	\$102,663.85
Sure Steel	\$163,473.08
TOTAL:	\$1,249,699.22

- Each Mechanic’s Lien Claimant hereby waives any and all (i) unsecured deficiency Claims it may have against any Debtor, (ii) postpetition administrative claims it may have against any Debtor for any other amounts payable on account of its asserted Claims (including, without limitation, attorneys’ fees, interest and other costs and expenses), and (iii) other Claims and rights it may have or could assert under any mechanic’s lien statute or similar laws with respect to work performed in connection with the Pan project; provided, however, that each Mechanic’s Lien Claimant shall retain all rights, remedies, and claims (including, but not limited to, the right to recover the remaining twenty-two and a half percent (22.5%) of its claim plus attorneys’ fees, costs and expenses) it may have against Nevada Royalty Corp., Newark Valley Mining Corp., Orion Royalty Company, LLC, the current owner of the 429 unpatented mining claims that were leased by Nevada Royalty Corp. to MDW Pan, which lease was later assigned to GRP Minerals, and any other non-debtor entity or individual (other than (i) current and former officers, directors, and management of the Debtors, (ii) the Senior Agent and (iii) the Subordinate Agent).

- The Senior Agent shall receive the following amounts, as a further distribution on account of the Senior Agent Secured Claim, on the Effective Date or as soon as practicable thereafter from the Lien Priority Dispute Reserve on account of the 22.5% of each Mechanic’s Lien Claimant’s asserted Class 4 Mechanic’s Lien Claim:

Mechanic’s Lien Claimant	Amount to be Released to the Senior Agent from the Lien Priority Dispute Reserve
EPC	\$101,103.32
Golder Associates	\$126,871.97
Gustavson	\$57,575.05
Roscoe Moss	\$29,805.64
Sure Steel	\$47,459.93
TOTAL:	\$362,815.91

- In exchange for and as a condition of receiving the foregoing treatment, each Mechanic’s Lien Claimant agrees to affirmatively support confirmation of the Plan and not oppose the Plan and waives all objections that it may have with respect to the Plan.
- Effective upon receiving the foregoing Distributions on account of its Allowed Class 4 Mechanic’s Lien Claim, all claims, causes of action, rights and remedies that have or could have been asserted by any Mechanic’s Lien Claimant solely as against any of the Debtors (including current and former officers, directors, and management of the Debtors), the Senior Agent, and/or HCP, or any combination thereof, in or in connection with the EPC Adversary Proceeding, these Chapter 11 Cases, or that otherwise arise out of or relate to work performed on or in connection with the Debtors’ Pan project, are hereby deemed fully and finally resolved and settled and are irrevocably and unconditionally forever waived and released by each Mechanic’s Lien Claimant. The foregoing is in addition to and supplements the releases generally provided for under Article IX of the Plan.
- Any and all claims of the Debtors and their respective bankruptcy estates against each Mechanic’s Lien Claimant, including any Avoidance Actions, are deemed forever waived and released with prejudice.

Among other things, the foregoing Mechanic’s Lien Settlement resolves significant disputes, including, among others, the Lien Priority Dispute. As such, the Mechanic’s Lien

Settlement provides significant value to the Debtors' Estates, favorably resolves and avoids potential significant litigation, and enables the prompt and efficient wind-down of the Debtors' Estates.

The Plan shall serve as a motion to approve the Mechanic's Lien Settlement under Rule 9019 of the Bankruptcy Rules and the entry of the Confirmation Order shall constitute an order approving the Mechanic's Lien Settlement.

2. Allocation of GRP Sale Proceeds and Other Assets

Each Debtor owned, accounted for, and maintained its assets, other than cash, separately from the assets of the other Debtors. Consistent with the centralized cash management system (as explained in greater detail in the *Expedited Motion for a Final Order (A) Authorizing, But Not Directing, the Debtors to Maintain Their Existing Bank Accounts, Cash Management System and Business Forms; (B) Waiving Investment and Deposit Requirements; and (C) Granting Related Relief* (Docket No. 16) approved by the Bankruptcy Court as part of the first day relief granted in the Chapter 11 Cases, all cash was managed through MGUS under the centralized cash management system. Postpetition intercompany transfers were recorded by each Debtor appropriately and the treatment of administrative claims arising from such postpetition transfers is provided in Article II.A.3. of the Plan.

The Debtors successfully sold substantially all of their assets in the Chapter 11 Cases through the Spring Valley Sale and the GRP Sale. As a result, the assets available for distribution to holders of Allowed Claims under the Plan are generally comprised of (i) cash on hand as of the Effective Date, (ii) Retained Causes of Action, and (iii) the Remaining Assets. The Spring Valley Assets were owned by MGUS. Accordingly, the Spring Valley Sale Proceeds were allocated entirely to MGUS. A portion of these proceeds was used to fund postpetition operations and costs and expenses of the Chapter 11 Cases, but the remainder of approximately \$16 million remains available for distribution to holders of Allowed Claims against MGUS as provided in the Plan.

The GRP Purchased Assets consisted primarily of the Pan Project owned by Debtor MDW Pan, the Gold Rock Project owned by Debtor MDW Gold Rock LLP, and the Golden Eagle Project owned by MDW Golden Eagle Holdings. A single aggregate purchase price (i.e. the GRP Sale Proceeds) was paid by GRP for the GRP Purchased Assets pursuant to the GRP Asset Purchase Agreement. The GRP Sale Proceeds consist of \$5.326 million in cash less certain cure costs, transfer taxes and the transaction fee paid to the Debtors' investment banker, Moelis & Company.

The GRP Asset Purchase Agreement did not require that the GRP Sale Proceeds be allocated among the three Debtors whose assets were sold to GRP. Thus, for purposes of the Plan and distributions to holders of Allowed Claims, the Debtors were required to allocate the net GRP Sale Proceeds among MDW Pan, MDW Gold Rock LLP and MDW Golden Eagle Holdings. The Debtors, with the advice of their professionals, determined that the proper allocation is as follows:

MDW Gold Rock LLP: \$2,228,000

Golden Eagle Holdings: \$1,158,000

MDW Pan: \$946,000

The allocation for Golden Eagle Holdings is based on the stand-alone binding bid received for the Golden Eagle Project during the sale process, less applicable cure costs and a pro rata share of the transaction fee paid to the Debtors' investment banker, Moelis & Company. The allocation for MDW Gold Rock LLP is based on the average of the two stand-alone binding bids received for the Gold Rock Project during the sale process, less applicable cure costs and a pro rata share of the transaction fee paid to the Debtors' investment banker, Moelis & Company. The Debtors did not receive any stand-alone bids for the Pan Project. The only bid for the Pan Project was the bid by GRP Minerals which was a bid for the combined Pan Project, Golden Eagle Project and Gold Rock Project. Thus, the allocation for MDW Pan is derived from the difference between the GRP Sale Proceeds and the allocations to Golden Eagle Holdings and Gold Rock LLP, net of applicable cure costs, transfer taxes and a pro rata share of the transaction fee paid to the Debtors' investment banker, Moelis & Company.¹⁰ The Debtors submit that this allocation is fair and reasonable and reflects the relative values for the projects that resulted from the Court-approved sale process.

All cash on hand of each Debtor as of the Effective Date, less the amounts necessary to fund the reserves required by the Plan, will be paid to the Senior Agent on account of the Senior Agent Administrative Claim.

3. Appointment of the Liquidating Trustee and the Liquidating Trust Committee

On or prior to ten (10) Business Days before the Confirmation Date, the Committee shall determine, and the Debtors shall file a notice with the Bankruptcy Court identifying, the initial Liquidating Trustee and the initial members of the Liquidating Trust Committee. Such notice shall also provide information regarding the qualifications and compensation of the Liquidating Trustee. The Liquidating Trust Committee shall be comprised of at least three (3) general unsecured creditors of the Debtors. The Liquidating Trustee shall serve at the direction of the Liquidating Trust Committee and in accordance with the Liquidating Trust Agreement and the Plan, provided, however, the Liquidating Trust Committee may not direct the Liquidating Trustee or the members of the Liquidating Trust Committee to act inconsistently with their duties under the Liquidating Trust Agreement and the Plan. The

¹⁰ The MDW Pan schedules (Docket No. 19) estimated the value of its real property assets at approximately \$34.1 million and the value of its personal property assets at approximately \$81.8 million. These values were based on book value, not fair market value, as of the Petition Date. Indeed, as expressly disclosed in Note 5 of the *Global Notes and Statement of Limitations, Methodology and Disclaimer Regarding the Debtors' Schedules*, the Debtors did not have "current market valuations for all assets. Wherever possible, unless otherwise indicated, net book values as of the [Petition Date] or May 31, 2015 are presented ... Amounts ultimately realized may vary materially from net book value (or whatever value was ascribed) ...[.]"

The allocation of value to the assets of MDW Pan, MDW Gold Rock LLP and Golden Eagle Holdings sold in the GRP Sale reflects the Debtors' good faith valuation for such assets based on the actual results of an extensive court-approved postpetition sale process in consultation with the Committee, the Senior Secured Agent, the Subordinate Secured Agent and other parties. The Debtors believe that the allocation methodology is fair and reasonable.

Liquidating Trust Committee may terminate the Liquidating Trustee at any time in accordance with the provisions of the Liquidating Trust Agreement.

4. Formation of the Midway Liquidating Trust

On the Effective Date, the Midway Liquidating Trust shall be established pursuant to the Liquidating Trust Agreement for the purpose of, inter alia, (a) administering the Liquidating Trust Fund, (b) resolving all Disputed Claims, (c) pursuing the Retained Causes of Action, (d) selling, transferring or otherwise disposing of the Remaining Assets, and (e) making all Distributions to the Beneficiaries provided for under the Plan, and, except as provided in the Plan, for all other purposes related to the administration of the Plan. A copy of the Liquidating Trust Agreement shall be filed with the Bankruptcy Court at least twenty days prior to the Voting Deadline. The Midway Liquidating Trust is intended to qualify as a liquidating trust pursuant to United States Treasury Regulation Section 301.7701-4(d).

5. Funding of the Midway Liquidating Trust

On the Effective Date, the Liquidating Trust Fund shall vest automatically in the Midway Liquidating Trust. The Plan shall be considered a motion pursuant to Sections 105, 363 and 365 of the Bankruptcy Code for approval of the Midway Liquidating Trust, execution of the Liquidating Trust Agreement and the authority of the Liquidating Trustee to act on behalf of the Midway Liquidating Trust. The transfer of the Liquidating Trust Fund to the Midway Liquidating Trust shall be made for the benefit and on behalf of the Beneficiaries. The assets comprising the Liquidating Trust Fund will be treated for tax purposes as being transferred by the Debtors to the Beneficiaries pursuant to the Plan in exchange for their Allowed Claims and then by the Beneficiaries to the Midway Liquidating Trust in exchange for the beneficial interests in the Midway Liquidating Trust. The Beneficiaries shall be treated as the grantors and owners of the Midway Liquidating Trust. Upon the transfer of the Liquidating Trust Fund, the Midway Liquidating Trust shall succeed to all of the Debtors' rights, title and interest in the Liquidating Trust Fund, and the Debtors will have no further interest in or with respect to the Liquidating Trust Fund.

The Liquidating Trust Assets are comprised of the separate assets of each of the Debtors. Upon being transferred to the Liquidating Trust as part of the Liquidating Trust Fund, the assets and liabilities of each Debtor shall be kept separate from the assets and liabilities of each of the other Debtors. Except for the Non-MGUS GUC Reserve, the assets of each Debtor shall be held for the sole benefit of the creditors holding Allowed Claims against such Debtor and shall not be used to satisfy Allowed Claims of any other Debtor, provided, however, that the fees and expenses of professionals retained by the Midway Liquidating Trust may be paid without regard to the separation of assets and liabilities. The Liquidating Trust is not required to physically segregate the assets of each Debtor, but must separately account for the separate assets and liabilities of each Debtor.

Except to the extent definitive guidance from the IRS or a court of competent jurisdiction (including the issuance of applicable Treasury Regulations or the receipt by the Liquidation Trustee of a private letter ruling if the Liquidating Trustee so requests one) indicates that such valuation is not necessary to maintain the treatment of the Liquidation Trust as a

liquidating trust for purposes of the Internal Revenue Code and applicable Treasury Regulations, as soon as possible after the Effective Date, but in no event later than sixty (60) days thereafter, (i) the Liquidating Trustee shall make a good faith valuation of the Liquidation Trust Assets, and (ii) the Liquidating Trustee shall establish appropriate means to apprise the Beneficiaries of such valuation. The valuation shall be used consistently by all parties (including, without limitation, the Debtors, the Midway Liquidating Trust, the Beneficiaries and the Liquidating Trust Committee) for all federal income tax purposes. The Liquidating Trustee also shall file (or cause to be filed) any other statements, returns, or disclosures relating to the Liquidating Trust that are required by any Governmental Unit.

6. Taxation of the Midway Liquidating Trust

Within a reasonable period of time after the end of each taxable year or other relevant period, the Midway Liquidating Trust will allocate the taxable income, gain, loss, deduction or credit arising from the Midway Liquidating Trust to each individual or entity that was a Beneficiary during the taxable year or other relevant period, and, in accordance with the Internal Revenue Code and applicable Treasury Regulations, shall notify each such Beneficiary via a separate written statement of such Beneficiary's share of taxable income, gain, loss, deduction or credit arising from the Midway Liquidating Trust for such taxable year or other relevant period. The written statement sent to each Beneficiary shall instruct such Beneficiary to report all such tax items arising from the Midway Liquidating Trust on its own tax returns, and shall inform such Beneficiary that the Beneficiary shall be required to pay any tax resulting from such Midway Liquidating Trust tax items being allocated to such Beneficiary.

7. Rights and Powers of the Liquidating Trustee

The Liquidating Trustee shall be deemed the representative for each of the Debtor's Estates in accordance with Section 1123 of the Bankruptcy Code and shall have all the rights and powers set forth in the Liquidating Trust Agreement, including, without limitation, the powers of a trustee under Sections 704 and 1106 of the Bankruptcy Code and Rule 2004 of the Bankruptcy Rules to act on behalf of the Midway Liquidating Trust, including without limitation, the right to (1) effect all actions and execute all agreements, instruments and other documents necessary to implement the provisions of the Plan and the Liquidating Trust Agreement; (2) sell, liquidate, or otherwise dispose of the assets transferred to the Liquidating Trust Fund (including the Remaining Assets) on the Effective Date; (3) prosecute, settle, abandon or compromise any Retained Causes of Action; (4) make Distributions as contemplated hereby, (5) establish and administer any necessary reserves for Disputed Claims that may be required; (6) object to the Disputed Claims and prosecute, settle, compromise, withdraw or resolve such objections; and (7) employ and compensate professionals and other agents, provided, however, that any such compensation shall be made only out of the Liquidating Trust Fund without regard to the separateness of assets and liabilities related to each Debtor, to the extent not inconsistent with the status of the Midway Liquidating Trust as a liquidating trust within the meaning of Treas. Reg. § 301.7701-4(d) for federal income tax purposes. For the avoidance of doubt, the Liquidating Trustee shall be bound by all provisions of the Cash Collateral Order, including all stipulations made and releases given by the Debtors on behalf of the Estates therein.

8. Fees and Expenses of the Midway Liquidating Trust

Except as otherwise ordered by the Bankruptcy Court, the Liquidating Trust Expenses on or after the Effective Date shall be paid in accordance with the Midway Liquidating Trust Agreement without further order of the Bankruptcy Court.

9. Semi-Annual Reports to Be Filed by the Midway Liquidating Trust

The Midway Liquidating Trust shall file (i) semi-annual reports with the Bankruptcy Court regarding the liquidation or other administration of property comprising the Liquidating Trust Fund, the Distributions made by it and other matters required to be included in such report in accordance with the Liquidating Trust Agreement, and (ii) quarterly post-confirmation reports required by the Bankruptcy Court. In addition, the Midway Liquidating Trust will file tax returns as a grantor trust pursuant to United States Treasury Regulation Section 1.671-4(a).

10. Directors/Officers/Equity/Assets of the Debtors on the Effective Date

a. On the Effective Date, the authority, power and incumbency of the persons then acting as directors and officers of the Debtors shall be terminated and such directors and officers shall be deemed to have resigned or to have been removed without cause.

b. On the Effective Date, (i) all of the Debtors shall be deemed to have been liquidated, (ii) except to the extent otherwise provided herein, all the then Equity Interests in the Debtors (including, without limitation, all notes, stock, instruments, certificates and other documents evidencing such Equity Interests) shall be deemed automatically cancelled and extinguished, and shall be of no further force or effect, whether surrendered for cancellation or otherwise, and without any further action by the Bankruptcy Court or any other Entity or under any applicable agreement, law, regulation or rule, and (iii) all obligations of the Debtors thereunder or in any way related thereto, including, without limitation, any obligation of the Debtors to pay any franchise or similar taxes on account of such Equity Interests and any obligation of the Debtors under any indenture relating to any of the foregoing, shall be discharged.

c. Notwithstanding the foregoing, as soon as practicable on or after the Effective Date, the Debtors or the Midway Liquidating Trust shall: (a) file, a certificate of dissolution or such similar document, together with all other necessary corporate documents, to effect the dissolution of each Debtor under the applicable laws of its state of incorporation or domicile; (b) complete and file final federal, state and local tax returns on behalf of each Debtor, and pursuant to Section 505(b) of the Bankruptcy Code, request an expedited determination of any unpaid tax liability of each Debtor or its Estate for any tax incurred during the administration of such Debtor's Chapter 11 Case, as determined under applicable tax laws; and (c) make all necessary filings in the Canadian Court to obtain recognition of the Confirmation Order and the Plan and provide for the dissolution of the Debtors that are Canadian entities as may be necessary or appropriate. Following such actions and upon the filing by the Midway Liquidating Trust

on behalf of the Debtors of a certification to that effect with the Bankruptcy Court, the Debtors shall be dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of each of the Debtors or payments, including, without limitation, the payment of any franchise or similar taxes to the state or commonwealth of incorporation or organization of such Entity, to be made in connection therewith. The filing by the Midway Liquidating Trust of each Debtor's certificate of dissolution shall be authorized and approved in all respects without further action under applicable law, regulation, order or rule, including, without limitation, any action by the stockholders, the board of directors, or managing members of each such Debtor.

d. On the Effective Date, each Debtor shall assign, transfer and distribute to the Midway Liquidating Trust the Liquidating Trust Assets, including all of the Debtors' books and records. For purposes of Article IV.H. of the Plan, books and records include computer generated or computer maintained books and records and computer data, as well as electronically generated or maintained books and records or data, along with books and records of any Debtor maintained by or in the possession of third parties, wherever located.

11. Operations of the Debtors Between the Confirmation Date and the Effective Date

The Debtors shall continue to operate as Debtors in Possession during the period from the Confirmation Date through and until the Effective Date.

12. Establishment of the Administrative Bar Date

a. The Plan establishes the Administrative Bar Date, which was approved by the Bankruptcy Court pursuant to the Confirmation Order.

b. Except as otherwise provided in Article IV.J.4 of the Plan, on or before the Administrative Bar Date, each holder of an unpaid Administrative Claim shall file with the Bankruptcy Court a request for payment of Administrative Claim. If represented by counsel, the request for payment of Administrative Claim must be filed electronically using the Bankruptcy Court's ECF System. If not represented by counsel, the request for payment Administrative Claim may be filed no later than the Administrative Bar Date directly with the Office of the Clerk at the United States Bankruptcy Court for the District of Colorado, 721 19th Street, Denver, Colorado 80202. Any request for payment of Administrative Claim not filed in this manner, including any requests sent to the Debtors, counsel to the Debtors, the Liquidating Trust Committee, or counsel to the Liquidating Trust Committee, will not be deemed a properly filed Administrative Claim and will be disallowed and forever barred in its entirety.

c. The request for payment of an Administrative Claim will be timely Filed only if it is actually received by the Bankruptcy Court by 5:00 p.m., Mountain Time, on the Administrative Bar Date.

d. Notwithstanding anything in Article IV.J.2 of the Plan, (i) Professionals shall not be required to file a request for payment of any Administrative

Claim on or before the Administrative Bar Date for Professional Compensation as such Professionals will instead file final fee applications as required by the Bankruptcy Code, Bankruptcy Rules and the Confirmation Order. In addition, the Senior Agent shall not be required to file a request for payment of the Senior Agent Administrative Claim (such claim being Allowed under the terms of the Cash Collateral Order and the Plan); and (ii) the Office of the United States Trustee shall not be required to file a request for payment of any Administrative Claim on or before the Administrative Bar Date for fees assessed under 28 U.S.C. § 1930(a)(6).

13. Term of Injunctions or Stays

Unless otherwise provided, all injunctions or stays provided for in the Chapter 11 Cases pursuant to Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Chapter 11 Cases are closed.

14. Destruction of Records and Abandonment of Property

In accordance with their duties under the Liquidating Trust Agreement and the Plan, the Liquidating Trustee, with the consent of the Liquidating Trust Committee, may destroy the Debtors' books and records and/or abandon property held by the Midway Liquidating Trust without prior approval from the Court; provided, however, that prior to destroying any books and records or abandoning any property, the Liquidating Trustee shall file an Abandonment / Destruction Notice with the Bankruptcy Court and serve the same via email on counsel to each of the Debtors, CBA, HCP, the Mechanic's Lien Claimants, and GRP Minerals. If any such notice party or any other party in interest objects to the Abandonment Notice within 20 days of its filing, the Liquidating Trustee shall be required to seek approval of the proposed destruction or abandonment, as applicable, upon notice and motion under Section 554 of the Bankruptcy Code.

F. Procedures for Resolving and Treating Disputed Claims

1. No Distribution Pending Allowance

Notwithstanding any other provision of the Plan, the Liquidating Trustee shall not distribute any Cash or other property on account of any Disputed Claim unless and until such Claim becomes Allowed. Nothing contained herein, however, shall be construed to prohibit or require payment or distribution on account of any undisputed portion of a Claim. Nothing herein shall preclude the Liquidating Trustee from making Distributions on account of the undisputed portions of Disputed Claims.

2. Resolution of Disputed Claims

Unless otherwise ordered by the Bankruptcy Court after notice and a hearing, the Liquidating Trustee and the Liquidating Trust Committee shall have the right to the exclusion of all others (except as to the Professionals' applications for allowances of compensation and reimbursement of expenses under Sections 330 and 503 of the Bankruptcy Code) to make, File, prosecute, settle, compromise, withdraw or resolve in any manner approved by the Bankruptcy Court, objections to Claims. The costs of pursuing the objections to Claims shall be borne by the

Midway Liquidating Trust. From and after the Confirmation Date, all objections with respect to Disputed Claims shall be litigated to a Final Order except to the extent, subject to the approval of the Liquidation Trust Committee in accordance with the terms of the Liquidation Trust Agreement, the Liquidation Trustee elects to withdraw any such objection or the Liquidation Trustee and the claimant elect to compromise, settle or otherwise resolve any such objection, in which event they may settle, compromise or otherwise resolve any Disputed Claim without approval of the Bankruptcy Court.

3. Objection Deadline

All objections to Claims shall be Filed and served upon the holders of each such Claim not later than six (6) months after the Effective Date, unless otherwise ordered by the Bankruptcy Court after notice and a hearing.

4. Estimation of Claims

At any time, (a) prior to the Effective Date, the Debtors, and (b) subsequent to the Effective Date, the Liquidating Trustee, may request that the Bankruptcy Court estimate any contingent or unliquidated Claim to the extent permitted by Section 502(c) of the Bankruptcy Code regardless of whether the Debtors or the Midway Liquidating Trust have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall have jurisdiction to estimate any Claim at any time during litigation concerning any objection to such Claim, including during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on the Claim, as determined by the Court. If the estimated amount constitutes a maximum limitation on the Claim, the Debtors or the Midway Liquidating Trust, as applicable, may elect to pursue supplemental proceedings to object to the ultimate allowance of the Claim. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Court.

5. Disallowance of Claims

Except as otherwise agreed, the holder of any proof of Claim Filed after the General Bar Date or the Governmental Bar Date, as applicable, shall not be treated as a creditor for purposes of voting and distribution pursuant to Bankruptcy Rule 3003(c)(2) and pursuant to the General Bar Date Order, unless on or before the Confirmation Date the Bankruptcy Court has entered an order deeming such Claim to be timely filed. Any Claims held by Entities from which property is recoverable under Section 542, 543, 550 or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under Section 522(f), 522(h), 544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code, provided that such Cause of Action is a Retained Cause of Action, shall be deemed disallowed pursuant to Section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors.

6. Adjustment to Claims Without Objection

Any Claim that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Noticing Agent at the direction of the Debtors or the Liquidating Trustee, as applicable, without a Claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

G. Treatment of Executory Contracts and Unexpired Leases

1. Rejection of Executory Contracts and Unexpired Leases

On the Effective Date, except for the executory contracts and unexpired leases listed on Exhibit II to the Plan as being assumed, if any, and except to the extent that a Debtor either previously has assumed, assumed and assigned or rejected an executory contract or unexpired lease by an order of the Bankruptcy Court, including, but not limited to, the Sale Orders, or has filed a motion to assume or assume and assign an executory contract or unexpired lease prior to the Effective Date, each executory contract and unexpired lease entered into by a Debtor prior to the Petition Date that has not previously expired or terminated pursuant to its own terms will be rejected pursuant to section 365 of the Bankruptcy Code. Each such contract and lease will be rejected only to the extent that any such contract or lease constitutes an executory contract or unexpired lease. The entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of any such rejections pursuant to Sections 365(a) and 1123 of the Bankruptcy Code and that the rejection thereof is in the best interest of the Debtors, their Estates and all parties in interest in the Chapter 11 Cases.

2. Claims Based on Rejection of Executory Contracts or Unexpired Leases

Claims created by the rejection of executory contracts and unexpired leases pursuant to Article VII.A of the Plan, must be filed with the Bankruptcy Court and served on the Debtors or the Midway Liquidating Trust, as applicable, no later than thirty (30) days after the Effective Date. Any Claims arising from the rejection of an executory contract or unexpired lease pursuant to Article VII.A of the Plan for which proofs of Claim are not timely filed within that time period will be forever barred from assertion against the Debtors, the Estates, the Midway Liquidating Trust, and their respective successors and assigns, and their assets and properties, unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Claims shall, as of the Effective Date, be subject to the discharge and permanent injunction set forth in Article IX.E. of the Plan. Unless otherwise ordered by the Bankruptcy Court, all such Claims that are timely filed as provided herein shall be treated as General Unsecured Claims as to the applicable Debtor under the Plan and shall be subject to the provisions of Article III of the Plan.

3. Executory Contracts and Unexpired Leases to Be Assumed

a. Assumption Generally

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into in connection with the Plan, on the Effective Date, pursuant to section 365 of the Bankruptcy Code, the Debtors shall assume each of the respective executory contracts and unexpired leases, if any, listed on Exhibit II to the Plan; provided, however, that the Debtors reserve the right, at any time prior to the Effective Date, to, amend Exhibit II to the Plan to: (a) delete any executory contract or unexpired lease listed therein, thus providing for its rejection; or (b) add any executory contract or unexpired lease to Exhibit II to the Plan, thus providing for its assumption pursuant to Article VII.C. of the Plan. The Debtors shall provide notice of any amendments to Exhibit II to the Plan to the parties to the executory contracts or unexpired leases affected thereby and to the parties on the then-applicable service list in the Bankruptcy Cases. Nothing herein shall constitute an admission by a Debtor that any contract or lease is an executory contract or unexpired lease or that a Debtor has any liability thereunder.

b. Assumptions of Executory Contracts and Unexpired Leases

Each executory contract or unexpired lease assumed under Article VII.C. of the Plan shall include any modifications, amendments, supplements or restatements to such contract or lease.

c. Assignments Related to Post-Effective Date Transactions

As of the Effective Date, any executory contract or unexpired lease assumed under Article VII.C. of the Plan shall be deemed assigned to the Midway Liquidating Trust, pursuant to section 365 of the Bankruptcy Code.

4. Payments Related to the Assumption of Executory Contracts and Unexpired Leases

The Cure Amount Claims associated with each executory contract and unexpired lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code: (1) by payment of the Cure Amount Claim in Cash on or within 20 (twenty) days after the Effective Date; or (2) on such other terms as are agreed to by the parties to such executory contract or unexpired lease. Pursuant to section 365(b)(2)(D) of the Bankruptcy Code, no Cure Amount Claim shall be allowed for a penalty rate or other form of default rate of interest. If there is an unresolved dispute regarding: (1) the amount of any Cure Amount Claim; (2) the ability of the Liquidating Trustee or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed; or (3) any other matter pertaining to assumption of such contract or lease, the payment of any Cure Amount Claim required by section 365(b)(1) of the Bankruptcy Code shall be made following the resolution of such dispute by the parties or the entry of a Final Order resolving the dispute and approving the assumption.

H. Conditions Precedent to Effective Date of the Plan

1. Conditions Precedent to the Effective Date

The following are conditions precedent to the Effective Date that must be satisfied or waived:

- a. The Confirmation Order has become a Final Order.
- b. The Confirmation Order shall be in full force and effect.
- c. The Liquidating Trust Agreement and all other documents, instruments and agreements required to be executed with respect to the formation of the Midway Liquidating Trust shall be executed and delivered.

d. Notwithstanding the foregoing, the Debtors reserve, in their sole discretion, the right to waive the occurrence of any condition precedent to the Effective Date or to modify any of the foregoing conditions precedent. Any such written waiver of a condition precedent set forth in Article VIII of the Plan may be effected at any time, without notice, without leave or order of the Bankruptcy Court, and without any formal action other than proceeding to consummate the Plan. Any actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously, and no such action shall be deemed to have occurred prior to the taking of any other such action.

I. Release, Exculpation, Injunction and Related Provisions

The Plan provides for certain release, exculpation and related provisions in Article IX of the Plan. Importantly, the releases in the Plan that are given on behalf of the Debtors and their Estates relate only to the postpetition period, and nothing is intended or shall be deemed to be a release by any Debtor or its Estate of any prepetition claims and/or Causes of Action that may exist.

These provisions are summarized below. In the event of any conflict between this summary and the provisions as they appear in the Plan, the Plan provisions shall govern.

1. Compromise and Settlement

Pursuant to Section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the Distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims and Equity Interests. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all Claims and Equity Interests, as well as a finding by the Bankruptcy Court that such compromise or settlement is fair, equitable, reasonable and in the best interests of the Debtors, the Estates and holders of Claims and Equity Interests.

2. Releases by the Debtors

a. Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for the good and valuable consideration provided by each of the Released Parties, including, without limitation: (a) the satisfaction and elimination of debt and all other good and valuable consideration paid pursuant to the Plan or otherwise; and (b) the services of the Debtors' officers and directors and the Professionals retained in these Chapter 11 Cases in facilitating the expeditious implementation of the Sales of substantially all of the Debtors' assets, each of the Debtors hereby provides a full release, waiver and discharge to the Released Parties (and each Released Party shall be deemed released and discharged by the Debtors) and their respective properties from any and all Causes of Action and any other debts, obligations, rights, suits, damages, actions, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing as of the Effective Date or thereafter arising, in law, equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that are based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place on or after the Petition Date and prior to or on the Effective Date in any way related to the Debtors, including, without limitation, those that any of the Debtors or the Midway Liquidating Trust would have been legally entitled to assert or that any holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for or on behalf of any of the Debtors or Estates and further including those in any way related to the Chapter 11 Cases or the Plan. In addition, the Debtors, on behalf of themselves and their respective Estates, hereby release each of the Professionals retained by the Debtors and the Committee in these Chapter 11 Cases from any and all Avoidance Actions that may exist as of the Effective Date. Notwithstanding the foregoing, nothing herein is intended or shall be deemed to release any claims or Causes of Action against any Released Party resulting from gross negligence, willful misconduct, or fraud.

b. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the releases set forth in Article IX.B of the Plan pursuant to Bankruptcy Rule 9019 and its finding that they are: (a) in exchange for good and valuable consideration, representing a good faith settlement and compromise of the Claims and Causes of Action thereby released; (b) in the best interests of the Debtors and all holders of Claims; (c) fair, equitable and reasonable; (d) approved after due notice and opportunity for hearing; and (e) a bar to any of the Debtors or the Liquidating Trustee.

3. Exculpation

Notwithstanding anything contained in the Plan to the contrary, the Exculpated Parties shall neither have nor incur any liability to any Entity for any and all Claims and Causes of Action arising on or after the Petition Date, including any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or consummating the

Plan, the Disclosure Statement, the Liquidating Trust Agreement, the Cash Collateral Order, the Sales or any other contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the Sales or the liquidation of the Debtors; provided, however, that the foregoing provisions of Article IX.C of the Plan shall have no effect on the liability of any Exculpated Party that results from any such act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct, or fraud; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its duties pursuant to, or in connection with, the above-referenced documents.

4. Third Party Releases

Except as otherwise expressly provided for in the Plan or in obligations issued pursuant to the Plan, from and after the Effective Date, all Releasing Parties shall be deemed to have forever released, waived and discharged all Causes of Action and any other debts, obligations, rights, suits, damages, actions, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing as of the Effective Date or thereafter arising, in law, equity or otherwise, whether for tort, contract, violations of federal or state securities laws or otherwise, that are based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place on or after the Petition Date but prior to or on the Effective Date in any way related to the Debtors, the Chapter 11 Cases or the Plan against the Released Parties. Notwithstanding the foregoing, nothing herein is intended or shall be deemed to release any claims or Causes of Action against any Released Party resulting from gross negligence, willful misconduct, or fraud.

ALL CREDITORS WHO ARE DEEMED TO VOTE TO ACCEPT THE PLAN OR WHO ARE ENTITLED TO VOTE AND VOTE TO ACCEPT THE PLAN WILL IN ALL CASES BE DEEMED TO HAVE ACKNOWLEDGED AND AFFIRMATIVELY CONSENTED TO, AND WILL BE BOUND BY, THE FOREGOING THIRD PARTY RELEASE TO THE FULLEST EXTENT PERMITTED BY LAW.

ALL CREDITORS WHO ARE ENTITLED TO VOTE AND VOTE TO REJECT THE PLAN OR WHO FAIL TO TIMELY SUBMIT A PROPERLY COMPLETED BALLOT WILL BE DEEMED TO HAVE ACKNOWLEDGED AND AFFIRMATIVELY CONSENTED TO, AND WILL BE BOUND BY, THE FOREGOING THIRD PARTY RELEASE TO THE FULLEST EXTENT PERMITTED BY LAW UNLESS SUCH CREDITOR AFFIRMATIVELY OPTS-OUT OF PROVIDING SUCH RELEASE BY MARKING THE APPROPRIATE BOX ON THEIR BALLOT AND TIMELY SUBMITTING THE BALLOT IN ACCORDANCE WITH THE PROCEDURES APPROVED BY THE BANKRUPTCY COURT.

ALL CREDITORS AND EQUITY HOLDERS WHO ARE NOT ENTITLED TO VOTE ON THE PLAN AND ARE DEEMED TO REJECT THE PLAN WILL BE DEEMED TO HAVE ACKNOWLEDGED AND AFFIRMATIVELY CONSENTED TO, AND WILL BE BOUND BY, THE FOREGOING THIRD PARTY

RELEASE TO THE FULLEST EXTENT PERMITTED BY LAW UNLESS SUCH CREDITOR OR EQUITY HOLDER AFFIRMATIVELY OPTS-OUT OF PROVIDING SUCH RELEASE BY ACCESSING THE BALLOTING AGENT'S WEBSITE ([HTTP://DM.EPIQ11.COM/MGC](http://DM.EPIQ11.COM/MGC)) AND GOING TO THE OPT-OUT PORTAL, THEN REGISTERING AND COMPLETING YOUR ELECTION TO OPT-OUT OF THE RELEASE AND INJUNCTION PROVISIONS BY THE DEADLINE FOR SUBMITTING VOTES ON THE PLAN.

5. Injunction

a. Pursuant to Section 1141(d)(3) of the Bankruptcy Code, confirmation of the Plan will not discharge the Debtors; provided, however, upon confirmation of the Plan, the occurrence of the Effective Date, and Distributions hereunder, Claimants may not seek payment or recourse against or otherwise be entitled to any Distribution from the Liquidating Trust Assets except as expressly provided in the Plan and the Liquidating Trust Agreement.

b. Except as otherwise expressly provided for in the Plan or in obligations issued pursuant to the Plan, and except for claims and Causes of Action expressly carved out of the release provisions that are based upon gross negligence, willful misconduct or fraud by a Released Party, all Parties and Entities are permanently enjoined, on and after the Effective Date, on account of any Claim or Equity Interest, from:

(i) commencing or continuing in any manner any action or other proceeding of any kind against any of the Debtors' Estates, the Midway Liquidating Trust, their successors and assigns, and any of their assets and properties;

(ii) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against any Debtor's Estate, the Midway Liquidating Trust, their successors and assigns, and any of their assets and properties;

(iii) creating, perfecting or enforcing any encumbrance of any kind against any Debtor's Estate, the Midway Liquidating Trust, their successors and assigns, and any of their assets and properties;

(iv) asserting any right of setoff or subrogation of any kind against any obligation due from any Debtor's Estate, the Midway Liquidating Trust or their successors and assigns, or against any of their assets and properties, except to the extent a right to setoff or subrogation is asserted with respect to a timely filed proof of claim; or

(v) commencing or continuing in any manner any action or other proceeding of any kind in respect of any Claim or Equity Interest or Cause of Action released or settled hereunder.

c. **From and after the Effective Date, all Entities are permanently enjoined from commencing or continuing in any manner against the Debtors, their Estates, their successors and assigns, and any of their assets and properties, any suit, action or other proceeding, on account of or respecting any claim, demand, liability, obligation, debt, right, cause of action, interest or remedy released or to be released pursuant to the Plan or the Confirmation Order.**

6. Releases of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, liens, pledges or other security interests against property of the Estates shall be fully released and discharged and all of the right, title and interest of any holder of such mortgages, deeds of trust, liens, pledges or other security interest shall revert to the Debtors and the Liquidating Trustee.

7. No Substantive Consolidation

Nothing in the Plan is intended or shall be deemed to be a substantive consolidation of the Debtors' separate Estates. Each of the Debtors' Estates shall continue to be separate from one another. No assets belonging to one Debtor's Estate shall be joined or otherwise consolidated with the assets belonging to any of the other Debtors' Estates and no liabilities of one Debtor's Estate shall be joined or otherwise consolidated with the liabilities of any of the other Debtors' Estates. However, nothing herein is intended or shall be deemed to be a waiver of any right of the Debtors, the Liquidating Trustee, or any other party in interest to seek substantive consolidation through a separate motion with notice and opportunity to be heard.

8. Preservation of Rights of Action

a. Vesting of Causes of Action

(i) Except as otherwise provided in the Plan or Confirmation Order, in accordance with Section 1123(b)(3) of the Bankruptcy Code, any Retained Causes of Action that the Debtors may hold against any Entity shall vest upon the Effective Date in the Midway Liquidating Trust.

(ii) Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, the Liquidating Trustee shall have the exclusive right to institute, prosecute, abandon, settle or compromise any Retained Causes of Action, in accordance with the terms of the Liquidating Trust Agreement and without further order of the Bankruptcy Court, in any court or other tribunal, including, without limitation, in an adversary proceeding filed in one or more of the Chapter 11 Cases.

(iii) Retained Causes of Action and any recoveries therefrom shall remain the sole property of the Midway Liquidating Trust (for the sole

benefit of the holders of General Unsecured Claims), as the case may be, and holders of Claims shall have no right to any such recovery.

b. Preservation of All Causes of Action Not Expressly Settled or Released

(i) Unless a Retained Cause of Action against a holder or other Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order (including the Confirmation Order), the Debtors and the Liquidating Trustee expressly reserve such Retained Cause of Action for later adjudication by the Debtors or the Liquidating Trustee (including, without limitation, Retained Causes of Action not specifically identified or described in the Plan Supplement or elsewhere or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances which may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Retained Causes of Action upon or after the entry of the Confirmation Order or Effective Date based on the Disclosure Statement, Plan or Confirmation Order, except where such Retained Causes of Action have been released in the Plan (including, without limitation, and for the avoidance of doubt, the releases contained in Article IX.B.1 of the Plan) or any other Final Order (including the Confirmation Order). In addition, the Debtors and Liquidating Trustee expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtors are a defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

Subject to the immediately preceding paragraph, any Entity to whom the Debtors have incurred an obligation (whether on account of services, purchase or sale of goods or otherwise), or who has received services from the Debtors or a transfer of money or property of the Debtors, or who has transacted business with the Debtors, or leased equipment or property from the Debtors, should assume that any such obligation, transfer or transaction may be reviewed by the Liquidating Trustee subsequent to the Effective Date and may be the subject of an action after the Effective Date, regardless of whether: (i) such Entity has filed a proof of claim against the Debtors in the Chapter 11 Cases; (ii) the Debtors or Liquidating Trustee have objected to any such Entity's proof of claim; (iii) any such Entity's Claim was included in the Schedules; (iv) the Debtors or Liquidating Trustee have objected to any such Entity's scheduled Claim; or (v) any such Entity's scheduled Claim has been identified by the Debtors or Liquidating Trustee as disputed, contingent or unliquidated.

J. Retention of Jurisdiction

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and the Plan as is legally permissible, including, without limitation, jurisdiction to:

a. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of Claims or Equity Interests;

b. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Effective Date;

c. resolve any matters related to the assumption, assignment or rejection of any executory contract or unexpired lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine and, if necessary, liquidate any Claims arising therefrom, including those matters related to any amendment to the Plan after the Effective Date pursuant to Article VII.C. of the Plan adding executory contracts or unexpired leases to the list of executory contracts and unexpired leases to be assumed;

d. ensure that Distributions to holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

e. decide or resolve any motions, adversary proceedings (including Avoidance Actions), contested or litigated matters and any other matters and grant or deny any applications involving a Debtor that may be pending on the Effective Date or instituted by the Liquidating Trustee after the Effective Date, provided, however, that the Liquidating Trustee shall reserve the right to commence actions in all appropriate jurisdictions;

f. enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, Plan Supplement or the Disclosure Statement;

g. resolve any cases, controversies, suits or disputes that may arise in connection with the Effective Date, interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

h. issue and enforce injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with the Effective Date or enforcement of the Plan, except as otherwise provided in the Plan;

- i. enforce Article IX.A, Article IX.B, Article IX.C, and Article IX.D of the Plan;
- j. enforce the Injunction set forth in Article IX.E of the Plan;
- k. resolve any cases, controversies, suits or disputes with respect to the releases, injunction and other provisions contained in Article IX of the Plan, and enter such orders as may be necessary or appropriate to implement or enforce all such releases, injunctions and other provisions;
- l. enter and implement such orders as necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;
- m. resolve any other matters that may arise in connection with or relate to the Settlement, the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document adopted in connection with the Plan or the Disclosure Statement; and
- n. enter an order and/or the decree contemplated in Fed. R. Bankr. P. 3022 concluding the Chapter 11 Cases.

K. Miscellaneous Provisions

1. Payment of Statutory Fees

All fees payable pursuant to Section 1930 of title 28 of the United States Code after the Effective Date, as determined by the Bankruptcy Court at a hearing pursuant to Section 1128 of the Bankruptcy Code, shall be paid prior to the closing of the Chapter 11 Cases on the earlier of when due or the Effective Date, or as soon thereafter as practicable by the Midway Liquidating Trust.

2. Modification of Plan

Subject to the limitations contained in the Plan: (1) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules to amend or modify the Plan prior to the entry of the Confirmation Order, including amendments or modifications to satisfy Section 1129(b) of the Bankruptcy Code; and (2) after the entry of the Confirmation Order, the Debtors or the Liquidating Trustee, as the case may be, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with Section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan.

3. Revocation of Plan

The Debtors reserve the right to revoke or withdraw the Plan prior to the entry of the Confirmation Order, and to file subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan or if entry of the Confirmation Order or the Effective Date does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise

embodied in the Plan, assumption or rejection of executory contracts or leases effected by the Plan, and any document or agreement executed pursuant hereto shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any claims by or against, or any Equity Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission of any sort by the Debtors or any other Entity.

4. Successors and Assigns

The rights, benefits and obligations of any Entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

5. Governing Law

Except to the extent that the Bankruptcy Code or Bankruptcy Rules apply, and subject to the provisions of any contract, instrument, release, indenture or other agreement or document entered into in connection herewith, the rights and obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado, without giving effect to the principles of conflict of laws thereof.

6. Reservation of Rights

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and the conditions to effectiveness of the Plan shall have been waived or satisfied. Neither the filing of the Plan, any statement or provision contained herein, nor the taking of any action by a Debtor or any Entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) any Debtor with respect to the holders of Claims or Equity Interests or other parties-in-interest; or (2) any holder of a Claim or other party-in-interest prior to the Effective Date.

7. Article 1146 Exemption

Pursuant to Section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment.

8. Section 1125(e) Good Faith Compliance

The Debtors and each of their respective Representatives, shall be deemed to have acted in "good faith" under Section 1125(e) of the Bankruptcy Code.

9. Further Assurances

The Debtors, Liquidating Trustee, all holders of Claims receiving Distributions hereunder and all other parties in interest shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

10. Service of Documents

Any pleading, notice or other document required by the Plan to be served on or delivered to the Debtors and/or the Liquidating Trustee, as applicable, shall be sent by first class U.S. mail, postage prepaid as follows:

Midway Gold US Inc.
c/o Squire Patton Boggs (US) LLP
221 E. Fourth Street, Suite 2900
Cincinnati, Ohio 45202
Attn: Stephen Lerner and Elliot Smith

-and-

The Liquidating Trustee
c/o [TBD]¹¹

11. Filing of Additional Documents

On or before the Effective Date, the Debtors may file with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

12. No Stay of Confirmation Order

The Confirmation Order shall contain a waiver of any stay of enforcement otherwise applicable, including pursuant to Fed. R. Bankr. P. 3020(e) and 7062.

13. Aid and Recognition

The Debtors or Liquidating Trustee, as the case may be, shall, as needed to effect the terms of the Plan, request the aid and recognition of any court or judicial, regulatory or administrative body in any province or territory of Canada or any other nation or state.

14. United States Securities and Exchange Commission

Nothing in the Plan or Confirmation Order is intended to, or shall be construed as restricting or otherwise limiting the United States Securities and Exchange Commission from

¹¹ The contact information for the Liquidating Trustee and counsel to the Liquidating Trustee shall be provided prior to the Confirmation Hearing.

performing its statutory duties with respect to any person or entity in any forum, including a non-bankruptcy forum, pursuant to otherwise applicable law. In addition, the limitations set forth in Section IX of the Plan, shall not apply to the United States Securities and Exchange Commission.

IV. ALTERNATIVES TO THE PLAN

The Debtors have determined that the Plan is the most practical means of providing maximum recoveries to creditors. This is especially true given that substantially all of the Debtors' assets have been sold and there are limited remaining assets to administer. Alternatives to the Plan that have been considered and evaluated by the Debtors during the course of these Chapter 11 Cases include liquidation of the Debtors' assets under chapter 7 of the Bankruptcy Code. The Debtors' consideration of these alternatives to the Plan has led the Debtors to conclude that the Plan, in comparison, provides a greater recovery to creditors on a more expeditious timetable, and in a manner that minimizes certain inherent risks in any other course of action available to the Debtors. An analysis comparing the Plan with a liquidation of the Debtors' assets under chapter 7 of the Bankruptcy Code is attached hereto as Exhibit B.

A. Liquidation Under Chapter 7 of the Bankruptcy Code

If the Plan or any other chapter 11 plan for the Debtors cannot be confirmed under Section 1129(a) of the Bankruptcy Code, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, in which case, a trustee would be elected or appointed to liquidate any remaining assets of the Debtors for distribution to creditors pursuant to chapter 7 of the Bankruptcy Code. If a trustee is appointed and the remaining assets of the Debtors are liquidated under chapter 7 of the Bankruptcy Code, holders of certain Allowed Claims (including all holders of General Unsecured Claims) may receive lesser distributions on account of their Allowed Claims and would likely have to wait a longer period of time to receive any such distributions than they would under the Plan. Among other things that may adversely impact recoveries in a chapter 7 liquidation, is that the settlements that have been achieved in the Chapter 11 Cases may not remain in place and costly litigation on the many settled issues may ensue.

B. Alternative Chapter 11 Plan

If the Plan is not confirmed, the Debtors or any other party in interest may attempt to formulate an alternative chapter 11 plan which might provide for the liquidation of the Debtors' assets other than as provided in the Plan. However, since substantially all of the Debtors' assets have already been liquidated and the Plan provides for the distribution of the proceeds of the liquidation and any non-liquidated assets in accordance with the priorities established by the Bankruptcy Code and the settlements contained in the Plan, the Debtors believe that any alternative chapter 11 plan will be substantially similar to the Plan. Any attempt to formulate an alternative chapter 11 plan would necessarily delay creditors' receipt of distributions yet to be made and, due to the incurrence of additional administrative expenses during such period of delay, may provide for smaller distributions to holders of Allowed Claims than are currently provided for in the Plan. Thus, the Debtors believe that the Plan will enable all creditors to realize the greatest possible recovery on their respective Claims.

V. CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN

The following discussion summarizes certain federal income tax consequences of the Plan to the Debtors and to holders of certain Claims. This summary does not address the federal income tax consequences to holders of Equity Interests and to holders whose Claims (i) are paid in full, in Cash, or that are otherwise not Impaired under the Plan or (ii) that are not receiving any distribution under the Plan. Unless otherwise noted, all claims discussed under this heading “Certain Federal Income Tax Consequences of the Plan” are presumed to be “Allowed.”

This summary is based on the Internal Revenue Code of 1986, as amended (“IRC”), the Treasury Regulations promulgated and proposed thereunder, judicial decisions, and published administrative rulings and pronouncements of the Internal Revenue Service (“IRS”) currently in effect. These authorities are all subject to change, possibly with retroactive effect, and any such change could alter or modify the federal income tax consequences described below.

This summary does not address foreign, state or local tax consequences, or any estate or gift tax consequences of the Plan, nor does it purport to address the federal income tax consequences of the Plan to special classes of taxpayers (such as foreign entities, nonresident alien individuals, S corporations, banks, mutual funds, insurance companies, financial institutions, small business investment companies, regulated investment companies, investors in pass-through entities, broker-dealers, tax-exempt organizations and those taxpayers subject to the alternative minimum tax). Accordingly, this summary should not be relied upon for purposes of determining the specific tax consequences of the Plan with respect to a particular holder of a Claim.

Due to the possibility of changes in law, differences in the nature of various Claims, differences in individual Claim holders’ methods of accounting and tax circumstances, and the potential for disputes as to legal and factual matters, the federal income tax consequences described herein are subject to significant uncertainties. No ruling has been applied for or obtained from the IRS, and no opinion of counsel has been requested or obtained by the Debtors with respect to any of the tax aspects of the Plan. No representations are being made regarding the particular tax consequences of the Plan to the Debtors or any holder of a Claim or Equity Interest.

The federal income tax consequences to individual Claim holders will differ and will depend on factors specific to each such Claim holder, including, but not limited to: (i) whether the holder’s Claim (or a portion thereof) constitutes a Claim for principal or interest, (ii) the origin of the holder’s Claim, (iii) the holder’s holding period for the Claim, (iv) whether the holder of the Claim reports income on the accrual or cash basis method of accounting, and (v) whether the holder of the Claim has taken a bad debt deduction or otherwise recognized a loss with respect to the Claim.

THE TAX CONSEQUENCES TO HOLDERS OF CLAIMS MAY VARY BASED UPON THE INDIVIDUAL CIRCUMSTANCES OF EACH SUCH HOLDER. THIS DISCUSSION DOES NOT CONSTITUTE TAX ADVICE OR A TAX OPINION CONCERNING THE MATTERS DESCRIBED. THERE CAN BE NO ASSURANCE

THAT THE IRS WILL NOT CHALLENGE ANY OR ALL OF THE TAX CONSEQUENCES DESCRIBED HEREIN, OR THAT SUCH A CHALLENGE, IF ASSERTED, WOULD NOT BE SUSTAINED. ACCORDINGLY, EACH HOLDER OF A CLAIM IS STRONGLY URGED TO CONSULT WITH HIS, HER OR ITS OWN TAX ADVISOR REGARDING THE FEDERAL, STATE, LOCAL, FOREIGN OR OTHER TAX CONSEQUENCES OF THE PLAN.

A. Federal Income Tax Consequences to the Debtors.

Depending upon the nature of the debt (recourse versus nonrecourse) for federal income tax purposes, each Debtor may recognize cancellation of indebtedness income (“COD income”) and/or gain (or loss) as a result of the exchange of the cash, Liquidating Trust Assets and/or other assets for relief from indebtedness (i.e., the Claims). The Debtors will take any such COD Income and gain (or loss) into account on their final tax returns as required under the IRC, Treasury Regulations, and other relevant tax guidance.

B. Federal Income Tax Consequences to the Holders of Senior Agent Secured Claims.

The holders of Senior Agent Secured Claims will recognize gain (or loss) in an amount equal to the difference between (a) the aggregate amount of cash received in exchange for the Senior Agent Secured Claim holder’s outstanding Claim against the Debtors (excluding any cash received by such Senior Agent Secured Claim holder in exchange for accrued interest on the Claim), less (b) the aggregate adjusted tax basis such Senior Agent Secured Claim holder had in its outstanding Claim against the Debtors at the time of the exchange (excluding any adjusted tax basis allocated to accrued interest on the outstanding Claim). The character of any gain or loss triggered as capital or ordinary will depend upon the manner in which the Senior Agent Secured Claim holder’s Claim against the Debtors arose. Due to limitations in the IRC, a Senior Agent Secured Claim holder that recognizes a capital loss as a result of the exchange, may not be able to utilize such capital loss in the taxable year it arises or possibly ever.

To the extent that a portion of the cash received by a Senior Agent Secured Claim holder is attributable to accrued interest on the Senior Agent Secured Claim holder’s outstanding Claim against the Debtors, such cash will be deemed made in payment of such accrued interest. The federal income tax laws are unclear on how much consideration shall be deemed attributable to accrued interest when partial payments are made on a debt on which both principal and interest are owed. Though the Plan provides that all consideration shall be allocated first to the principal amount of the Claims, it is unclear whether such Plan provision will be controlling for income tax purposes. To the extent that the Senior Agent Secured Claim holder has not yet included the accrued interest on its Claim in gross income, the cash deemed received in payment of such interest will generally be included in the Senior Agent Secured Claim holder’s gross income for federal income tax purposes. To the extent the Senior Agent Secured Claim holder previously included such accrued interest in gross income, cash deemed received in payment of such interest generally will not be included in gross income. The Senior Agent Secured Claim holder may be able to claim a deductible loss if the cash deemed received for the accrued interest is less than the amount the Senior Agent Secured Claim holder had previously included in gross income.

If a deficiency exists for a Senior Agent Secured Claim holder after all Pan Cash Collateral and GRP Sale Proceeds allocated to MDW Pan have been distributed under the Plan, the Senior Agent Secured Claim holder's deficiency shall become an Allowed General Unsecured Claim. See "Federal Income Tax Consequences to holders of General Unsecured Claims" and "Federal Income Tax Consequences of the Midway Liquidating Trust".

C. Federal Income Tax Consequences to the Holders of Subordinate Agent Secured Claims.

All Subordinate Agent Secured Claim holders are treated as Allowed General Unsecured Claim holders under the Plan. See "Federal Income Tax Consequences to Holders of General Unsecured Claims" and "Federal Income Tax Consequences of the Midway Liquidating Trust".

D. Federal Income Tax Consequences to the Holders of Mechanic's Lien Claims Against MDW Pan LLP.

The holders of Mechanic's Lien Claims Against MDW Pan LLP ("Mechanic's Lien Holders") will recognize gain (or loss) in an amount equal to the difference between (a) the aggregate amount of cash received in exchange for the Mechanic's Lien Holder's outstanding Claim against the Debtors (excluding any cash received by such Mechanic's Lien Holder in exchange for accrued interest on the Claim), less (b) the aggregate adjusted tax basis such Mechanic's Lien Holder had in its outstanding Claim against the Debtors at the time of the exchange (excluding any adjusted tax basis allocated to accrued interest on the outstanding Claim). The character of any gain or loss triggered as capital or ordinary will depend upon the manner in which the Mechanic's Lien Holder's Claim against the Debtors arose. Due to limitations in the IRC, a Mechanic's Lien Holder that recognizes a capital loss as a result of the exchange, may not be able to utilize such capital loss in the taxable year it arises or possibly ever.

To the extent that a portion of the cash received by a Mechanic's Lien Holder is attributable to accrued interest on the Mechanic's Lien Holder's outstanding Claim against the Debtors, such cash will be deemed made in payment of such accrued interest. The federal income tax laws are unclear on how much consideration shall be deemed attributable to accrued interest when partial payments are made on a debt on which both principal and interest are owed. Though the Plan provides that all consideration shall be allocated first to the principal amount of the Claims, it is unclear whether such Plan provision will be controlling for income tax purposes. To the extent that the Mechanic's Lien Holder has not yet included the accrued interest on its Claim in gross income, the cash deemed received in payment of such interest will generally be included in the Mechanic's Lien Holder's gross income for federal income tax purposes. To the extent the Mechanic's Lien Holder previously included such accrued interest in gross income, cash deemed received in payment of such interest generally will not be included in gross income. The Mechanic's Lien Holder may be able to claim a deductible loss if the cash deemed received for the accrued interest is less than the amount the Mechanic's Lien Holder had previously included in gross income.

If a deficiency exists for a Mechanic's Lien Holder after all cash amounts have been paid under the Plan, the deficiency left for each Mechanic's Lien Holder shall become a Class 14 General Unsecured Claim Against MDW Pan LLP. See "Federal Income Tax Consequences to Holders of General Unsecured Claims" and "Federal Income Tax Consequences of the Midway Liquidating Trust".

E. Federal Income Tax Consequences to the Holders of Other Secured Claims Against MDW Pan.

The holders of Other Secured Claims Against MDW Pan ("Other MDW Pan Holder") will recognize gain (or loss) in an amount equal to the difference between (a) the aggregate fair market value of the collateral received in exchange for the Other MDW Pan Holder's outstanding Claim against the Debtors (excluding any cash received by such Other MDW Pan Holder in exchange for accrued interest on the Claim), less (b) the aggregate adjusted tax basis such Other MDW Pan Holder had in its outstanding Claim against the Debtors at the time of the exchange (excluding any adjusted tax basis allocated to accrued interest on the outstanding Claim). The character of any gain or loss triggered as capital or ordinary will depend upon the manner in which the Other MDW Pan Holder's Claim against the Debtors arose. Due to limitations in the IRC, an Other MDW Pan Holder that recognizes a capital loss as a result of the exchange, may not be able to utilize such capital loss in the taxable year it arises or possibly ever.

To the extent that a portion of the collateral received by an Other MDW Pan Holder is attributable to accrued interest on the Other MDW Pan Holder's outstanding Claim against the Debtors, such cash will be deemed made in payment of such accrued interest. The federal income tax laws are unclear on how much consideration shall be deemed attributable to accrued interest when partial payments are made on a debt on which both principal and interest are owed. Though the Plan provides that all consideration shall be allocated first to the principal amount of the Claims, it is unclear whether such Plan provision will be controlling for income tax purposes. To the extent that the Other MDW Pan Holder has not yet included the accrued interest on its Claim in gross income, the collateral deemed received in payment of such interest will generally be included in the Other MDW Pan Holder's gross income for federal income tax purposes. To the extent an Other MDW Pan Holder previously included such accrued interest in gross income, the collateral deemed received in payment of such interest generally will not be included in gross income. An Other MDW Pan Holder may be able to claim a deductible loss if the collateral deemed received for the accrued interest is less than the amount the Other MDW Pan Holder had previously included in gross income.

An Other MDW Pan Holder will have a tax basis in the collateral received equal to its fair market value on the date of the exchange, and a holding period for such collateral that begins on the day after the date of the exchange.

If a deficiency exists for an Other MDW Pan Holder after all collateral has been distributed under the Plan, the deficiency left for each Other MDW Pan Holder shall become a Class 14 General Unsecured Claim Against MDW Pan LLP. See "Federal Income Tax Consequences to Holders of General Unsecured Claims" and "Federal Income Tax Consequences of the Midway Liquidating Trust".

F. Federal Income Tax Consequences to Holders of General Unsecured Claims

In accordance with the Plan, the Liquidating Trust Assets will be transferred by the Debtors to the Midway Liquidating Trust for the benefit of holders of General Unsecured Claims against the Debtors (such holders are referred to in this section as “Unsecured Creditors”). Pursuant to the Plan, the Unsecured Creditors are required for all federal income tax purposes, to treat the Liquidating Trust Assets transferred by the Debtors to the Midway Liquidating Trust as having been transferred directly to such Unsecured Creditors by the Debtors, and then transferred by such Unsecured Creditors to the Midway Liquidating Trust in exchange for beneficial interests therein.

As a result of the deemed exchange, each Unsecured Creditor will recognize gain (or loss) in an amount equal to the difference between (a) the fair market value of the Unsecured Creditor’s allocable share of the Liquidating Trust Assets deemed received in exchange for the Unsecured Creditor’s outstanding Claim against the Debtors (excluding the fair market value of any portion of the Liquidating Trust Assets received by such Unsecured Creditor in exchange for accrued interest on the Claim), less (b) the adjusted tax basis such Unsecured Creditor had in its outstanding Claim against the Debtors at the time of the exchange (excluding any adjusted tax basis allocated to accrued interest on the outstanding Claim). The character of any gain or loss triggered as capital or ordinary will depend upon the manner in which the Unsecured Creditor’s Claim against the Debtor arose. Due to limitations in the IRC, an Unsecured Creditor that recognizes a capital loss as a result of the deemed exchange, may not be able to utilize such capital loss in the taxable year it arises or possibly ever.

To the extent that a portion of the Liquidating Trust Assets deemed received by an Unsecured Creditor is attributable to accrued interest on the Unsecured Creditor’s outstanding Claim against the Debtors, such portion of the Liquidating Trust Assets will be deemed made in payment of such accrued interest. The federal income tax laws are unclear on how much consideration shall be deemed attributable to accrued interest when partial payments are made on a debt on which both principal and interest are owed. Though the Plan provides that all consideration shall be allocated first to the principal amount of the Claims, it is unclear whether such Plan provision will be controlling for income tax purposes. To the extent that the Unsecured Creditor has not yet included the accrued interest on its Claim in gross income, the fair market value of the portion of the Liquidating Trust Assets deemed received in payment of such interest will generally be included in the Unsecured Creditor’s gross income for federal income tax purposes. To the extent the Unsecured Creditor previously included such accrued interest in gross income, the fair market value of the portion of the Liquidating Trust Assets deemed received in payment of such interest generally will not be included in gross income. The Unsecured Creditor may be able to claim a deductible loss if the fair market value of the portion of the Liquidating Trust Assets deemed received for the accrued interest is less than the amount the Unsecured Creditor had previously included in gross income.

The Unsecured Creditors will have a tax basis in the Liquidating Trust Assets equal to their fair market value on the date of the deemed transfer to the Midway Liquidating Trust by the Unsecured Creditors, and will have a holding period in the Liquidating Trust Assets that begins on the day after the deemed transfer of such assets to the Midway Liquidating Trust.

THERE ARE MANY FACTORS THAT WILL DETERMINE THE TAX CONSEQUENCES TO EACH UNSECURED CREDITOR. FURTHERMORE, THE TAX CONSEQUENCES OF THE PLAN ARE COMPLEX AND IN SOME CASES UNCERTAIN. THEREFORE, IT IS IMPORTANT THAT EACH CREDITOR OBTAIN HIS, HER OR ITS OWN PROFESSIONAL TAX ADVICE REGARDING THE TAX CONSEQUENCES TO SUCH CREDITOR AS A RESULT OF THE PLAN.

G. Federal Income Tax Consequences of the Midway Liquidating Trust

1. Classification as a Liquidating Trust

The Midway Liquidating Trust is intended to qualify as a liquidating trust for federal income tax purposes. In general, a liquidating trust is not a separate taxable entity, but rather is treated for federal income tax purposes as a “grantor” trust (*i.e.*, a pass-through entity). In Revenue Procedure 94-45, 1994-2 C.B. 684 (the “Revenue Procedure”), the IRS has set forth the general criteria for obtaining an IRS ruling as to the grantor trust status of a liquidating trust under a bankruptcy plan. The Midway Liquidating Trust has been structured with the intention of complying with such general criteria. Pursuant to the Plan, and in conformity with the Revenue Procedure, all parties (including the Debtors, the Liquidating Trustee and the Unsecured Creditors) are required to treat, for federal income tax purposes, the Midway Liquidating Trust as a grantor trust of which its creditor-beneficiaries (*i.e.*, the Unsecured Creditors) are the owners and grantors, and the following discussion assumes that the Midway Liquidating Trust would be so treated for federal income tax purposes. However, no ruling has been requested from the IRS concerning the tax status of the Midway Liquidating Trust as a grantor trust. Accordingly, there can be no assurance that the IRS would not take a contrary position to the classification of the Midway Liquidating Trust as a grantor trust. If the IRS were to challenge successfully such classification, the federal income tax consequence to the Midway Liquidating Trust and the Unsecured Creditors could vary from those discussed herein (including the potential for an entity-level tax).

2. Tax Reporting and Income Allocation

For federal income tax purposes, all parties (including the Debtors, the Liquidating Trustee, and the Unsecured Creditors) will treat the Midway Liquidating Trust as a grantor trust of which the Unsecured Creditors are the owners and grantors. Thus, each Unsecured Creditor (and any subsequent holder of interests in the Midway Liquidating Trust) will be treated as the direct owner of an undivided interest, for all federal income tax purposes, in the Liquidating Trust Assets. Accordingly, each Unsecured Creditor will be required to report on its federal income tax return(s) the Unsecured Creditor’s allocable share of any income, gain, loss, deduction or credit recognized or incurred by the Midway Liquidating Trust. For example, each Unsecured Creditor will be required to pick up, as ordinary income, its allocable share of any interest the Midway Liquidating Trust earns. In addition, each Unsecured Creditor will be required to recognize gain or loss when the Liquidating Trustee settles a Retained Cause of Action in which the Unsecured Creditor holds an interest. The amount of such gain (or loss) will equal the difference between (a) the Unsecured Creditor’s allocable share of the amount actually received by the Midway Liquidating Trust for such Retained Cause of Action, and (b) the Unsecured Creditor’s adjusted tax basis in its allocable share of the Retained Cause of Action.

The character of any gain or loss triggered as capital or ordinary will depend upon the manner in which the Retained Cause of Action arose. Due to limitations set forth in the IRC, an Unsecured Creditor who recognizes a capital loss, may not be able to utilize such capital loss in the taxable year it arises or possibly ever.

The federal income tax reporting obligations of an Unsecured Creditor as a holder of a beneficial interest in the Midway Liquidating Trust is not dependent upon the Midway Liquidating Trust distributing any cash or other proceeds to such Unsecured Creditor. Therefore, an Unsecured Creditor may incur a federal income tax liability due to its ownership interest in the Midway Liquidating Trust regardless of the fact that the Midway Liquidating Trust has not made, or will not make, any concurrent or subsequent distributions to such Unsecured Creditor.

Because each Unsecured Creditor should have been reporting on its own federal income tax returns its allocable share of the Midway Liquidating Trust's income, gain, losses, deductions and credits each taxable year, the actual cash distribution by the Midway Liquidating Trust to such Unsecured Creditor should not be a taxable event.

The Liquidating Trustee will file with the IRS returns for the Midway Liquidating Trust as a multiple grantor trust pursuant to Treasury Regulation § 1.671-4(a). The Liquidating Trustee will also send to each Unsecured Creditor, at the end of each taxable year, a separate statement setting forth the Unsecured Creditor's allocable share of Midway Liquidating Trust's income, gain, loss, deduction and credit. The written statement will also instruct each Unsecured Creditor to report its allocable share of the tax items from the Midway Liquidating Trust on its own federal income tax return, and inform such Unsecured Creditor that the Unsecured Creditor is solely responsible for paying any tax associated therewith.

H. Withholding and Reporting

Payments of interest, dividends and certain other payments are generally subject to backup withholding at the rate of 28% unless the payee of such payment furnishes such payee's correct taxpayer identification number (social security number or employer identification number) to the payor. The Liquidating Trustee may be required to withhold the applicable percentage from payments made to an Unsecured Creditor who does not provide his, her or its taxpayer identification number. Backup withholding is not an additional tax, but an advance payment that may be refunded to the taxpayer by the IRS to the extent that the backup withholding results in an overpayment of tax by such taxpayer in such taxable year.

THE FOREGOING IS INTENDED TO BE ONLY A SUMMARY OF CERTAIN FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH A TAX PROFESSIONAL. THE FEDERAL, STATE AND LOCAL INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN ARE COMPLEX AND IN SOME CASES UNCERTAIN. SUCH CONSEQUENCES MAY ALSO VARY BASED ON THE INDIVIDUAL CIRCUMSTANCES OF EACH HOLDER OF A CLAIM. ACCORDINGLY, EACH HOLDER OF A CLAIM IS STRONGLY URGED TO CONSULT WITH HIS, HER OR ITS OWN TAX ADVISOR REGARDING THE FEDERAL, STATE AND LOCAL INCOME AND OTHER TAX CONSEQUENCES UNDER THE PLAN.

VI. SOLICITATION AND VOTING PROCEDURES

On March 2, 2017, the Bankruptcy Court entered the Disclosure Statement Order approving the adequacy of the Disclosure Statement and approving the Solicitation Procedures. In addition to approving the Solicitation Procedures, the Disclosure Statement Order established certain dates and deadlines, including the date for the Confirmation Hearing, the deadline for parties to object to confirmation, the Voting Record Date and the Voting Deadline. The Disclosure Statement Order also approved the forms of Ballots and certain confirmation-related notices. The Disclosure Statement Order and the Solicitation Procedures should be read in conjunction with the Disclosure Statement. Capitalized terms used herein that are not otherwise defined in the Disclosure Statement or Plan shall have the meanings ascribed to them in the Solicitation Procedures.

A. Solicitation Package

1. Contents of Solicitation Package

The following materials, all of which shall be submitted to holders of Claims eligible to vote on the Plan on a compact disc in PDF format, shall constitute the Solicitation Package, *provided, however*, that all holders of Claims eligible to vote on the Plan shall also receive a paper copy of the Confirmation Hearing Notice and the applicable Ballot:

- The Plan;
- The approved Disclosure Statement;
- The Disclosure Statement Order;
- The Confirmation Hearing Notice;
- The applicable Ballot and voting instructions; and
- Prepaid return envelope.

Holders of Claims not eligible to vote on the Plan will not receive the full Solicitation Package. Rather, such parties will receive only a hard copy of (i) the Confirmation Hearing Notice and (ii) a Notice of Non-Voting Status. The Confirmation Hearing Notice will direct such parties to the case website maintained by the Noticing Agent to download and view copies of the Plan, the approved Disclosure Statement, the Disclosure Statement Order and all other related documents free of charge.

Notice parties who are not holders of Claims will receive only a hard copy of the Confirmation Hearing Notice alone.

2. Distribution of Solicitation Package

The Debtors shall serve, or caused to be served, all of the materials in the Solicitation Package on all holders of Claims eligible to vote on the Plan as described in Article

VI.A.1. above in accordance with the dates and deadlines established in the Disclosure Statement Order or as soon as reasonably practicable thereafter.

Holders of Claims in Class 1 (Priority Non-Tax Claim), Class 3 (Subordinate Agent Secured Claim), Class 4 (Mechanic's Lien Claims against MDW Pan LLP), and Class 5 (Other Secured Claims against MDW Pan) are unimpaired and conclusively deemed to accept the Plan. Accordingly, such parties will receive only a hard copy of (i) the Confirmation Hearing Notice and (ii) a Notice of Non-Voting Status.

Holders of Claims in Class 11 (Other General Unsecured Claims), and Equity Interests in Class 12 (Equity Interests) are impaired and conclusively deemed to reject the Plan. Accordingly, such parties will also receive only a hard copy of (i) the Confirmation Hearing Notice and (ii) a Notice of Non-Voting Status.

Consistent with Bankruptcy Rule 2002, the Debtors will also serve by regular U.S. Mail a copy of the Confirmation Hearing Notice on all creditors, the U.S. Trustee, counterparties to the Debtors' unexpired leases and executory contracts that have not yet been assumed or rejected, and all other notice parties appearing in the Debtors' records.

The Confirmation Hearing Notice shall inform parties that the Plan, the Plan Supplement, the Disclosure Statement, the Disclosure Statement Order and all other Solicitation Package materials (except Ballots) can be obtained by: (a) accessing the website of the Debtors' claims and noticing agent, Epiq, at <http://dm.epiq11.com/MGC>, requesting a paper copy from Epiq (also the "Balloting Agent") or by email at Tabulation@Epiqsystems.com and reference "Midway Gold US Inc." in the subject line.

B. Voting Instructions and General Tabulation Procedures

1. Voting Record Dates

The Bankruptcy Court has approved March 2, 2017, as the Voting Record Date.

2. Voting Deadline

The Bankruptcy Court has approved April 14, 2017 at 5:00 p.m. (Mountain Time), as the Voting Deadline. The Debtors may extend the Voting Deadline without further order of the Bankruptcy Court, however, the Debtors will document any such extension in the Voting Report.

For holders of all Claims or Equity Interests, the Balloting Agent will answer questions regarding the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan, provide additional copies of all materials and oversee the voting tabulation. Balloting Agent will also process and tabulate ballots for each Class entitled to vote to accept or reject the Plan.

TO BE COUNTED AS VOTES TO ACCEPT OR REJECT THE PLAN, BALLOTS CAST BY HOLDERS AND MASTER BALLOTS CAST ON BEHALF OF BENEFICIAL HOLDERS IN CLASSES ENTITLED TO VOTE MUST BE RECEIVED

BY THE BALLOTING AGENT BY THE VOTING DEADLINE, AT THE ADDRESS LISTED ON THE APPLICABLE BALLOT, WHETHER BY FIRST CLASS MAIL, OVERNIGHT COURIER OR PERSONAL DELIVERY. THE BALLOTS WILL CLEARLY INDICATE WHERE THE BALLOT MUST BE RETURNED.

Ballots must be <u>actually received</u> by the Balloting Agent by the Voting Deadline as follows:
If sent by <u>First Class Mail</u> : Midway Gold US Inc. Ballot Processing c/o Epiq Systems P.O. Box 4422 Beaverton, OR 97076 4422
If sent by <u>Messenger or Overnight Courier</u> : Midway Gold US Inc. Ballot Processing c/o Epiq Systems 10300 SW Allen Blvd. Beaverton, OR 97005
If you have any questions on the procedures for voting on the Plan, please call the Balloting Agent at the following telephone number: (646) 282 2500

IT IS IMPORTANT TO FOLLOW THE SPECIFIC INSTRUCTIONS PROVIDED ON EACH BALLOT WHEN SUBMITTING A VOTE.

EACH BALLOT WILL CONTAIN A PROVISION STATING THAT (I) ALL CREDITORS WHO VOTE TO ACCEPT THE PLAN WILL IN ALL CASES BE DEEMED TO CONSENT TO AND WILL BE BOUND BY THE RELEASE AND INJUNCTION PROVISIONS OF THE PLAN; AND (II) ALL CREDITORS WHO VOTE TO REJECT THE PLAN OF WHO FAIL TO TIMELY SUBMIT A PROPERLY EXECUTED BALLOT WILL BE DEEMED TO CONSENT TO AND WILL BE BOUND BY THE RELEASE AND INJUNCTION PROVISIONS OF THE PLAN UNLESS SUCH CREDITOR AFFIRMATIVELY OPTS-OUT OF SUCH PROVISIONS BY MARKING THE APPROPRIATE BOX ON THEIR BALLOT, AS FOLLOWS:

If you vote to accept the Plan, you shall in all cases be deemed to have consented to and will be bound by the release and injunction provisions contained in Article IX of the Plan.

If you vote to reject the Plan or if you fail to timely submit a properly executed ballot, you shall be deemed to have consented to and will be bound by the release

and injunction provisions contained in Article IX of the Plan unless you affirmatively opt-out of such provisions by marking the following box:

- The Holder identified below hereby affirmatively opts-out of (i) granting the releases contained in Article IX of the Plan, and (ii) otherwise being bound by the release and injunction provisions contained in Article IX of the Plan.**

YOU SHOULD CAREFULLY REVIEW SUCH RELEASE AND INJUNCTION PROVISIONS PRIOR TO MARKING THE FOREGOING BOX AND SUBMITTING YOUR BALLOT.

The Holder identified below votes to (please check one):	
ACCEPT THE PLAN <input type="checkbox"/>	REJECT THE PLAN <input type="checkbox"/>

SIMILAR LANGUAGE WILL APPEAR IN THE NOTICE OF NON-VOTING STATUS SENT TO PARTIES WHO ARE NOT ENTITLED TO VOTE AND ARE DEEMED TO REJECT THE PLAN THAT ALLOWS SUCH PARTIES TO AFFIRMATIVELY OPT-OUT OF THE RELEASE AND INJUNCTION PROVISIONS OF ARTICLE IX OF THE PLAN. SUCH PARTIES WILL BE BOUND BY SUCH PROVISIONS UNLESS THEY AFFIRMATIVELY OPT-OUT BY ACCESSING THE BALLOTING AGENT’S WEBSITE ([HTTP://DM.EPIQ11.COM/MGC](http://dm.epiq11.com/MGC)) AND GOING TO THE OPT-OUT PORTAL, THEN REGISTERING AND COMPLETING YOUR ELECTION TO OPT-OUT OF THE RELEASE AND INJUNCTION PROVISIONS BY THE DEADLINE FOR SUBMITTING VOTES ON THE PLAN.

FOR ANSWERS TO ANY QUESTIONS REGARDING SOLICITATION PROCEDURES, PARTIES MAY CALL THE BALLOTING AGENT VIA TELEPHONE AT (646-282-2500).

To obtain an additional copy of the Plan, the Disclosure Statement, the Plan Supplement or other Solicitation Package materials (except Ballots), please refer to the Balloting Agent’s website, at <http://dm.epiq11.com/MGC>, requesting a paper copy from the Balloting Agent or email to tabulation@epiqsystems.com and reference “Midway Gold US Inc.” in the subject.

Ballots received after the Voting Deadline will not be counted by the Debtors in connection with the Debtors’ request for confirmation. The method of delivery of Ballots to be sent to the Balloting Agent is at the election and risk of each Creditor, except as otherwise provided, a Ballot will be deemed delivered only when the Balloting Agent actually receives the original executed Ballot. In all cases, sufficient time should be allowed to assure timely delivery. An original executed Ballot is required. Ballots should not be sent to any of the Debtors, the Debtors’ agents (other than the Balloting Agent), or the Debtors’ financial or legal advisors, and any Ballots sent to such parties will not be counted. The Debtors expressly reserve the right to

amend from time to time the terms of the Plan (subject to compliance with the requirements of Section 1127 of the Bankruptcy Code and the terms of the Plan regarding modification).

3. Tabulation Procedures

In tabulating votes to accept or reject the Plan the following procedures (the “Tabulation Procedures”) shall be used:

- a) Unless otherwise provided in these Tabulation Procedures, a Claim will be deemed temporarily Allowed for voting purposes only in an amount equal to: (i) the liquidated, non-contingent, undisputed amount of such Claim as set forth in the Debtors’ Schedules if no proof of claim has been timely filed in respect of such Claim; or (ii) if a proof of claim has been timely filed in respect of such Claim, the amount set forth in such proof of claim;
- b) If a Claim is deemed Allowed under the Plan or in an order of the Court entered prior to the Voting Record Date, such Claim is allowed for voting purposes in the deemed Allowed amount set forth in the Plan or such order;
- c) If a Claim for which a proof of claim has been timely filed is for unknown or undetermined amounts, or is wholly unliquidated or contingent (as determined on the face of the Claim or after a reasonable review of the supporting documentation by the Balloting Agent), and such Claim has not been Allowed, such Claim will be temporarily Allowed for voting purposes only, and not for purposes of allowance or distribution and accorded one vote and valued at an amount equal to one dollar (\$1.00);
- d) If a Claim is listed on a timely filed proof of claim as contingent, unliquidated, or disputed in part, such Claim is temporarily Allowed in the amount that is liquidated, non-contingent, and undisputed for voting purposes only, and not for purposes of allowance or distribution;
- e) If a holder of a Claim identifies a Claim amount in its Ballot that is different than the amount otherwise calculated in accordance with the Tabulation Procedures, the Claim will be temporarily Allowed for voting purposes in the amount calculated in accordance with the Tabulation Procedures;
- f) Creditors with Claims that have been indefeasibly paid, in full or in part, shall only be permitted to vote the unpaid amount of such Claim, if any, to accept or reject the Plan;
- g) Duplicate Claims within the same Voting Class, will be deemed temporarily Allowed for voting purposes only in an amount equal to one such Claim and not in an amount equal to the aggregate of such claims;

- h) Creditors will not be entitled to vote Claims to the extent such Claims have been superseded and/or amended by other Claims filed by or on behalf of such creditors, regardless of whether the Debtors have objected to such earlier filed Claim;
- i) If the Debtors have served an objection or request for estimation as to a claim at least ten (10) calendar days before the Voting Deadline, such Claim is temporarily disallowed for voting purposes only and not for purposes of allowance or distribution, except to the extent and manner as set forth in such objection;
- j) Claims filed for \$0.00 are not entitled to vote;
- k) Any Class that contains claims entitled to vote but no votes are returned for such Class shall be deemed to have accepted the Plan;

The following additional procedures will apply:

- a) The voter must complete each section of the Ballot, including, without limitation, certifying the amount of its Claim, voting to accept or reject the Plan, completing the requested identification information, and signing and dating the Ballot. If the party executing the Ballot is signing as a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or acting in a fiduciary or representative capacity, they should indicate such capacity when signing and, if required or requested by the Balloting Agent, the Debtors, or the Court, must submit evidence satisfactory to the requesting party to so act on behalf of the holder of the Claim.
- b) The voter must vote all of its Claims either to accept or reject the Plan. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. To the extent possible, the Debtors shall mail each claimant holding a Claim in the Voting Class a single Ballot on account of the claims held by such claimant in the Voting Class.
- c) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in a particular Class shall be aggregated as if such creditor held one Claim in such Class, and the votes related to such Claims shall be treated as a single vote to accept or reject the Plan.
- d) If multiple Ballots are received from the same voter with respect to the same Claim prior to the Voting Deadline, the last properly executed Ballot timely received will be deemed to reflect such voter's intent and will supersede and revoke any prior Ballot received.
- e) If a creditor submits inconsistent Ballots, such Ballots shall not be counted.

- f) Delivery of a defective or irregular Ballot will not be deemed to have been made until such defect or irregularity has been cured or waived by the Debtors. Any waiver by the Debtors of defects or irregularities in any Ballot will be detailed in the voting report filed with this Court by the Balloting Agent. Neither the Debtors, nor any other person or entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots, nor will any of them incur any liability for failure to provide such notification.
- g) The Debtor is hereby authorized to waive any defects or irregularities as to any particular Ballot at any time, either before or after the Voting Deadline, and any such waivers shall be documented in the tabulation report (the "Voting Declaration") prepared by the Balloting Agent.
- h) In addition, the following Ballots will not be counted in determining the acceptance or rejection of the Plan:
 - i) any Ballot that is illegible or contains insufficient information to permit the identification of the holder;
 - ii) any Ballot that (a) does not indicate an acceptance or rejection of the Plan, (b) indicates both an acceptance and rejection of the Plan, and/or (c) partially accepts and partially rejects the Plan;
 - iii) any Ballot cast by a person who does not hold, or represent a person that holds, a Claim in the Voting Class;
 - iv) any Ballot received after the Voting Deadline will not be counted unless the Debtors have granted an extension with respect to such Ballot. The voter may choose the method of delivery of its Ballot to the Balloting Agent at its own risk. Delivery of the Ballot will be deemed made only when the original properly executed Ballot is actually received by the Balloting Agent;
 - v) any Ballot delivered by facsimile transmission, electronic mail, or any other means not specifically approved herein;
 - vi) any Ballot sent to a person other than the Balloting Agent; and
 - vii) any Ballot not bearing an original signature.

VII. CONFIRMATION PROCEDURES

A. Confirmation Hearing

The Confirmation Hearing will commence on May 2, 2017 at 9:30 a.m. (Mountain Time), before The Honorable Judge Michael E. Romero in Courtroom C at the United States Bankruptcy Court for the District of Colorado, 721 19th Street, Denver, Colorado 80202.

The Confirmation Hearing may be adjourned from time to time without further notice except for an announcement of the adjourned date made at the Confirmation Hearing or any adjournment thereof.

The Plan Objection Deadline is 5:00 p.m. (Mountain Time) on April 14, 2017.

All Plan Objections must be Filed with the Bankruptcy Court and served on the Debtors and certain other parties in accordance with the Disclosure Statement Order on or before the Plan Objection Deadline.

The Debtors' proposed schedule will provide Entities sufficient notice of the Plan Objection Deadline, which will be at least the 28 days as required by Bankruptcy Rule 2002(b). The Debtors believe that the Plan Objection Deadline will afford the Bankruptcy Court, the Debtors and other parties in interest reasonable time to consider the Plan Objections prior to the Confirmation Hearing.

THE BANKRUPTCY COURT WILL NOT CONSIDER PLAN OBJECTIONS UNLESS THEY ARE TIMELY SERVED AND FILED IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER.

Plan Objections must be served on all of the following parties:

<p>SQUIRE PATTON BOGGS (US) LLP 221 E. Fourth Street, Suite 2900 Cincinnati, Ohio 45202 Attn: Stephen Lerner and Elliot Smith</p> <p style="text-align: center;">-and-</p> <p>SQUIRE PATTON BOGGS (US) LLP 30 Rockefeller Plaza, 23rd Floor New York, New York 10112 Attn: Nava Hazan</p> <p>Counsel for the Debtors and Debtors in Possession</p>	<p>UNITED STATES TRUSTEE Office of the United States Trustee for the District of Colorado 1961 Stout Street, Suite 12-200 Denver, Colorado 80294 Attn: Leo Weiss</p>
<p>SENDER WASSERMAN WADSWORTH, P.C. 1660 Lincoln Street, Suite 2200 Denver, Colorado 80264 Attn: Harvey Sender and Aaron Conrardy</p> <p>Local Counsel for the Debtors and Debtors in Possession</p>	<p>CLERK OF THE BANKRUPTCY COURT United States Bankruptcy Court for the District of Colorado 721 19th Street Denver, Colorado 80202</p>

B. Statutory Requirements for Confirmation of the Plan

At the Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies the requirements of Section 1129 of the Bankruptcy Code. The Debtors believe:

- The Plan complies with the applicable provisions of the Bankruptcy Code.
- The Debtors, as the Plan proponents, will have complied with the applicable provisions of the Bankruptcy Code.
- The Plan has been proposed in good faith and not by any means forbidden by law.
- Any payment made or promised under the Plan for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the case, has been disclosed to the Bankruptcy Court, and any such payment: (1) made before the confirmation of the Plan is reasonable; or (2) subject to the approval of the Bankruptcy Court as reasonable, if it is to be fixed after confirmation of the Plan.
- Either each holder of an Impaired Claim has accepted the Plan, or will receive or retain under the Plan on account of such Claim, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated on that date under chapter 7 of the Bankruptcy Code, including pursuant to Section 1129(b) of the Bankruptcy Code for Equity Interests deemed to reject the Plan.
- Each Class of Claims that is entitled to vote on the Plan has either accepted the Plan or is not Impaired under the Plan, or the Plan can be confirmed without the approval of such voting Class pursuant to Section 1129(b) of the Bankruptcy Code.
- Except to the extent the holder of a particular Claim will agree to a different treatment of its Claim, the Plan provides that Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims and Other Secured Claims will be paid in full on the Effective Date, or as soon thereafter as is reasonably practicable.
- At least one Class of Impaired Claims has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a Claim in that Class.
- Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors or any successors thereto under the Plan.

- The Debtors have paid the required filing fees pursuant to 28 U.S.C. § 1930 to the clerk of the Bankruptcy Court.
- In addition to the filing fees paid to the clerk of the Bankruptcy Court, the Debtors will pay quarterly fees on the last day of the calendar month, following the calendar quarter for which the fee is owed in each of the Debtors' Chapter 11 Cases for each quarter (including any fraction thereof), to the Office of the U.S. Trustee, until the case is converted or dismissed, whichever occurs first.

1. Best Interests of Creditors Test

Often called the “best interests” test, Section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each class, that each holder of a claim or an equity interest in such class either (a) has accepted the plan or (b) will receive or retain under the plan property with a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtors liquidated under chapter 7 of the Bankruptcy Code. To make these findings, the bankruptcy court must: (a) estimate the Cash liquidation proceeds that a chapter 7 trustee would generate if each of the debtor's chapter 11 cases were converted to a chapter 7 case and the assets of such debtor's estate were liquidated; (b) determine the liquidation Distribution that each non-accepting holder of a claim or an equity interest would receive from such liquidation proceeds under the priority scheme dictated in chapter 7; and (c) compare such holder's liquidation Distribution to the plan Distribution that such holder would receive if the plan were confirmed.

In chapter 7 cases, unsecured creditors and interest holders of a debtor are paid from available assets generally in the following order, with no junior class receiving any payments until all amounts due to senior classes have been paid fully or any such payment is provided for: (a) holders of secured claims (to the extent of the value of their collateral); (b) holders of priority claims; (c) holders of unsecured claims; (d) holders of debt expressly subordinated by its terms or by order of the bankruptcy court; and (e) holders of equity interests.

The Debtors believe that the value of any Distributions if the Chapter 11 Cases were converted to cases under chapter 7 of the Bankruptcy Code would be less than the value of Distributions under the Plan because, among other reasons, (i) conversion to chapter 7 would require appointment of a chapter 7 trustee, which likely would delay and reduce the present value of Distributions; and (ii) the fees and expenses of a chapter 7 trustee would likely further reduce Cash available for Distribution.

2. Feasibility

Section 1129(a)(11) of the Bankruptcy Code requires that the Bankruptcy Court find that confirmation is not likely to be followed by the liquidation of the Debtors or the need for further financial reorganization, unless the Plan contemplates such liquidation. Indeed, Section 1123(b)(4) of the Bankruptcy Code permits liquidation plans that “provide for the sale of all or substantially all of the property of the estate, and the Distribution of the proceeds of such

sale among holders of claims or interests” in chapter 11 proceedings and, thus, such a plan does not violate the requirements of Section 1129(a). Moreover, when a liquidating plan of reorganization is tested against Section 1129(a)(11), the feasibility standard is greatly simplified. In the context of a liquidating plan, feasibility is established by demonstrating the debtor’s ability to make the payments anticipated by the plan and specifying the timing of the debtor’s liquidation. Notably, there is no requirement that such payments will be guaranteed.

The Plan provides for the liquidation of the Debtors by the transfer and sale of property and payment of the debts. Further, the Debtors maintain that there is a reasonable expectation that the payments required to be made during the term of the Plan will, in fact, be made.

3. Acceptance by Impaired Classes

The Bankruptcy Code requires that, as a condition to confirmation, except as described below, each class of claims or equity interests that is impaired under a plan, accepts the plan. A class that is not “impaired” under a plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such class is not required. A class is “impaired” unless the plan: (a) leaves unaltered the legal, equitable and contractual rights to which the claim or the equity interest entitles the holder of such claim or equity interest; (b) cures any default and reinstates the original terms of such obligation; or (c) provides that, on the consummation date, the holder of such claim or equity interest receives cash equal to the allowed amount of that claim or, with respect to any equity interest, any fixed liquidation preference to which the holder of such equity interest is entitled or any fixed price at which the debtor may redeem the security.

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired claims as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of claims in that class, but for that purpose counts only those who actually vote to accept or to reject the plan. Thus, a class of claims will have voted to accept the plan only if two-thirds in amount and a majority in number actually voting cast their ballots in favor of acceptance.

Most Classes are Impaired under the Plan, and as a result, the holders of Claims in such Classes are entitled to vote on the Plan. Pursuant to Section 1129 of the Bankruptcy Code, the holders of Claims in such Classes must accept the Plan for the Plan to be confirmed without application of the “fair and equitable test” to such Classes, and without considering whether the Plan “discriminates unfairly” with respect to such Classes, as both standards are described herein. As stated above, a Class of Claims will have accepted the Plan if the Plan is accepted by at least two-thirds in amount and a majority in number of the Claims of each such Class (other than any Claims of creditors designated under Section 1126(e) of the Bankruptcy Code) that have voted to accept or reject the Plan.

4. Confirmation Without Acceptance by All Impaired Classes

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if all impaired classes entitled to vote on the plan have not accepted it; *provided*,

however, that the plan has been accepted by at least one impaired class. Pursuant to Section 1129(b) of the Bankruptcy Code, notwithstanding an impaired class's rejection or deemed rejection of the plan, such plan will be confirmed, at the plan proponent's request, in a procedure commonly known as a "cram down," so long as the plan does not "discriminate unfairly" and is "fair and equitable" with respect to each class of claims or equity interests that is impaired under, and has not accepted, the plan.

Under the Plan, holders of Claims in Class 11 and Equity Interests in Class 12 are deemed to reject the Plan. The Debtors assert that the Plan satisfies the requirements of Section 1129(b) of the Bankruptcy Code as to both Classes because the Plan does not discriminate unfairly and is fair and equitable to holders of Claims and Equity Interests in such Classes. No holder of a Claim in a junior Class is receiving any Distributions under the Plan and holders of Claims and Equity Interests in such Classes are receiving no Distribution because, having observed the priorities of the Bankruptcy Code, the Debtors do not have any assets available to make any such Distributions. Holders of Claims in more senior Classes are not receiving payment in full.

5. No Unfair Discrimination

This test applies to classes of claims or equity interests that are of equal priority and are receiving different treatment under the Plan. The test does not require that the treatment be the same or equivalent, but that such treatment be "fair." In general, bankruptcy courts consider whether a plan discriminates unfairly in its treatment of classes of claims of equal rank (*e.g.*, classes of the same legal character). Bankruptcy courts will take into account a number of factors in determining whether a plan discriminates unfairly, and, accordingly, a plan could treat two classes of unsecured creditors differently without unfairly discriminating against either class.

6. Fair and Equitable Test

This test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims receive more than 100% of the amount of the allowed claims in such class. As to the dissenting class, the test sets different standards depending on the type of claims or equity interests in such class.

Secured Claims: The condition that a plan be "fair and equitable" to a non-accepting class of secured claims includes the requirements that: (1) the holders of such secured claims retain the liens securing such claims to the extent of the allowed amount of the claims, whether the property subject to the liens is retained by the debtor or transferred to another entity under the plan; and (2) each holder of a secured claim in the class receives deferred cash payments totaling at least the allowed amount of such claim with a present value, as of the effective date of the plan, at least equivalent to the value of the secured claimant's interest in the debtor's property subject to the liens.

Unsecured Claims: The condition that a plan be "fair and equitable" to a non-accepting class of unsecured claims includes the requirement that either: (1) the plan provides that each holder of a claim of such class receive or retain on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such

claim; or (2) the holder of any claim or any equity interest that is junior to the claims of such class will not receive or retain under the plan on account of such junior claim or junior equity interest any property.

Equity Interests: The condition that a plan be “fair and equitable” to a non-accepting class of equity interests includes the requirement that either: (1) the plan provides that each holder of an equity interest in that class receives or retains under the plan on account of that equity interest property of a value, as of the effective date of the plan, equal to the greater of: (a) the allowed amount of any fixed liquidation preference to which such holder is entitled; (b) any fixed redemption price to which such holder is entitled; or (c) the value of such interest; or (2) if the class does not receive the amount as required under (1) hereof, no class of equity interests junior to the non-accepting class may receive a Distribution under the plan.

To the extent that any Class votes to reject the Plan, the Debtors further reserve the right to seek to modify the Plan.

The votes of holders of Class 3 Claims (Subordinate Agent Secured Claim), Class 11 Claims (Other General Unsecured Claims), and Class 12 Equity Interests are not being solicited because, under Article III of the Plan, there will be no Distribution to such holders. In addition, all Class 20 Equity Interests will be deemed canceled and will be of no further force and effect, whether surrendered for cancellation or otherwise. These Classes are, therefore, conclusively deemed to have rejected the Plan pursuant to Section 1129(b) of the Bankruptcy Code.

Notwithstanding the deemed rejection by these Classes and any other Class that votes to reject the Plan, the Debtors do not believe that the Plan discriminates unfairly against any Impaired Class of Claims or Equity Interests. The Debtors believe that the Plan and the treatment of all Classes of Claims and Equity Interests under the Plan satisfy the foregoing requirements for nonconsensual confirmation of the Plan.

C. Contact for More Information

Any interested party desiring further information about the Plan may contact legal counsel to the Debtors by writing to Squire Patton Boggs (US) LLP, 221 E. Fourth Street, Suite 2900, Cincinnati, OH 45202 Attn: Elliot Smith and/or calling (513) 361-1200, during normal business hours.

VIII. PLAN-RELATED RISK FACTORS AND ALTERNATIVES TO CONFIRMATION AND CONSUMMATION OF THE PLAN

PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN, ALL HOLDERS OF CLAIMS AND EQUITY INTERESTS THAT ARE IMPAIRED SHOULD READ AND CONSIDER CAREFULLY THE FACTORS SET FORTH HEREIN, AS WELL AS ALL OTHER INFORMATION SET FORTH OR OTHERWISE REFERENCED IN THIS DISCLOSURE STATEMENT.

A. Certain Bankruptcy Law Considerations

1. Parties-in-Interest May Object to the Debtors' Classification of Claims and Equity Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of Claims and Equity Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created twenty Classes of Claims and Equity Interests, each encompassing Claims or Equity Interests, as applicable, that are substantially similar to the other Claims and Equity Interests in each such Class. Nevertheless, there can be no assurance the Bankruptcy Court will reach the same conclusion.

2. Failure to Satisfy Vote Requirement

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may seek to accomplish an alternative chapter 11 plan. There can be no assurance the terms of any such alternative chapter 11 plan would be similar or as favorable to the holders of Allowed Claims as those proposed in the Plan.

3. Debtors May Not Be Able to Secure Confirmation of the Plan

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan, including, among other requirements, a finding by the bankruptcy court that: (a) such plan "does not unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of Distributions to non-accepting holders of claims and equity interests within a particular class under such plan will not be less than the value of Distributions such holders would receive if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance the Bankruptcy Court will confirm the Plan. A non-accepting holder of an Allowed Claim might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determines that the Disclosure Statement, the balloting procedures and voting results are appropriate, the Bankruptcy Court could still decline to confirm the Plan if it found that any of the statutory requirements for confirmation had not been met, including the requirement that the terms of the Plan do not "unfairly discriminate" and are "fair and equitable" to non-accepting Classes.

Confirmation of the Plan is also subject to certain conditions as described in the Plan. If the Plan is not confirmed, it is unclear what Distributions, if any, holders of Allowed Claims would receive with respect to their Allowed Claims.

The Debtors, subject to the terms and conditions of the Plan, reserve the right to modify the terms and conditions of the Plan as necessary for confirmation. Any such modifications could result in a less favorable treatment of any non-accepting Class, as well as of any Classes junior to such non-accepting Class, than the treatment currently provided in the Plan. Such a less favorable treatment could include a Distribution of property to the Class affected by the modification of a lesser value than currently provided in the Plan or no Distribution of property whatsoever under the Plan.

4. Nonconsensual Confirmation

In the event that any impaired class of claims or equity interests does not accept a chapter 11 plan, a bankruptcy court may nevertheless confirm such a plan at the proponents' request if at least one impaired class has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. The Debtors believe that the Plan satisfies these requirements and the Debtors may request such nonconsensual confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach this conclusion.

5. Debtors May Object to the Amount or Classification of a Claim

Except as otherwise provided in the Plan, the Debtors and the Liquidating Trustee reserve the right to object to the amount or classification of any Claim under the Plan. The estimates set forth in this Disclosure Statement cannot be relied on by any holder of a Claim where such Claim is subject to an objection. Any holder of a Claim that is subject to an objection thus may not receive its expected share of the estimated Distributions described in this Disclosure Statement.

6. Risk of Non-Occurrence of the Effective Date

Although the Debtors believe that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing, or as to whether the Effective Date will, in fact, occur.

7. Contingencies Not to Affect Votes of Impaired Classes to Accept or Reject the Plan

The Distributions available to holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims to be subordinated to other Allowed Claims. The occurrence of any and all such contingencies, which could affect Distributions available to holders of Allowed Claims under the Plan, will not affect the validity of the vote taken by the

Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

B. Risk Factors That May Affect Distributions Under The Plan

1. Debtors Cannot State with any Degree of Certainty What Recovery Will Be Available to Holders of Allowed Claims in Voting Classes

A number of unknown factors make certainty in creditor recoveries impossible. First, the Debtors cannot know with any certainty, at this time, the number or amount of Claims any Class that will ultimately be Allowed. Second, the Debtors cannot know with any certainty, at this time, the number or size of Claims senior to General Unsecured Claims or unclassified Claims that will ultimately be Allowed. Third, the Debtors cannot know with any certainty, at this time, whether or not the Liquidating Trustee will prevail and recover under any of the Retained Causes of Action.

2. Actual Amounts of Allowed Claims May Differ from the Estimated Claims and Adversely Affect the Percentage Recovery on General Unsecured Claims

The Claims estimates set forth herein are based on various assumptions. The actual amounts of Allowed Claims may differ significantly from those estimates should one or more underlying assumption prove to be incorrect. Such differences may adversely affect the percentage recovery to holders of such Allowed Claims under the Plan.

3. The Settlements Described in Article IV of the Plan May Not Be Approved

Article IV of the Plan describes certain settlements that have been reached with the Senior Agent, the Subordinate Agent, the Committee, Jacobs, Ledcor, and the Mechanic's Lien Claimants, which, among other things, provide for the establishment and funding of the MGUS GUC Reserve and the Non-MGUS GUC Reserve, the resolution of potential litigation regarding the Senior Agent Administrative Claim, and resolution of significant disputes regarding mechanic's lien rights and claims asserted by the Mechanic's Lien Claimants, Jacobs, and Ledcor. If these settlements are not approved, the MGUS GUC Reserve and the Non-MGUS GUC Reserve will likely not be implemented and a primary source of recovery for general unsecured creditors will be eliminated, and litigation may ensue relating to the mechanic's lien rights and claims. It is possible that, absent the approval of those settlements, (i) the value of available assets at MDW Pan will be consumed by a combination of the Senior Agent Administrative Claim and the Senior Agent Secured Claim, (ii) the value of available assets at each MGUS will be consumed by the Senior Agent Administrative Claim, and (iii) the significant litigation will ensue regarding, among other things, the Senior Agent Administrative Claim.

Additionally, Article IV of the Plan also provides for a proposed allocation of the GRP Sale Proceeds. If the allocation is not approved, it is possible that significant litigation will ensue regarding, among other things, the proper allocation.

The Debtors believe that the settlements are in the best interest of their Estates. While taking no position on the viability of any intercreditor claims or disputes, the Debtors believe the costs to all parties of litigation of these issues may greatly exceed any potential recovery.

C. Disclosure Statement Disclaimer

1. Information Contained Herein is for Soliciting Votes

The information contained in this Disclosure Statement is for the purposes of soliciting acceptances of the Plan and may not be relied upon for any other purposes.

2. Disclosure Statement Was Not Approved by the Securities and Exchange Commission

Although a copy of this Disclosure Statement was served on the Securities and Exchange Commission, and the Securities and Exchange Commission was given an opportunity to object to the adequacy of this Disclosure Statement before the Bankruptcy Court approved it, this Disclosure Statement was not Filed with the Securities and Exchange Commission under the Securities Act or applicable state securities laws. Neither the Securities and Exchange Commission nor any state regulatory authority has passed upon the accuracy or adequacy of this Disclosure Statement, or the exhibits or the statements contained herein, and any representation to the contrary is unlawful.

3. Disclosure Statement May Contain Forward Looking Statements

This Disclosure Statement may contain “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements consist of any statement other than a recitation of historical fact and can be identified by the use of forward looking terminology such as “may,” “expect,” “anticipate,” “estimate” or “continue” or the negative thereof or other variations thereon or comparable terminology. The reader is cautioned that all forward looking statements are necessarily speculative and there are certain risks and uncertainties that could cause actual events or results to differ materially from those referred to in such forward looking statements. The Distribution projections and other information contained herein and attached hereto are estimates only, and the timing and amount of actual Distributions to holders of Allowed Claims may be affected by many factors that cannot be predicted. Therefore, any analyses, estimates or recovery projections may or may not turn out to be accurate.

4. No Legal or Tax Advice Is Provided to You by this Disclosure Statement

This Disclosure Statement is not legal advice to you. The contents of this Disclosure Statement should not be construed as legal, business or tax advice. Each holder of a Claim or an Equity Interest should consult his or her own legal counsel and accountant with regard to any legal, tax and other matters concerning his or her Claim or Equity Interest. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to confirmation of the Plan.

5. No Admissions Made

The information and statements contained in this Disclosure Statement will neither (a) constitute an admission of any fact or liability by any Entity (including, without limitation, the Debtors) nor (b) be deemed evidence of the tax or other legal effects of the Plan on the Debtors, holders of Allowed Claims or Equity Interests or any other parties-in-interest.

6. Failure to Identify Litigation Claims or Projected Objections

No reliance should be placed on the fact that a particular litigation Claim or projected objection to a particular Claim or Equity Interest is, or is not, identified in this Disclosure Statement. The Debtors and the Liquidating Trustee may seek to investigate Claims, File and prosecute objections to Claims and Equity Interests, and the Liquidating Trustee may object to Claims or bring Causes of Action after the Confirmation or Effective Date of the Plan irrespective of whether the Disclosure Statement identifies such Claims, Causes of Action or Objections to Claims.

7. No Waiver of Right to Object or Right to Recover Transfers and Assets

The vote by a holder of an Allowed Claim for or against the Plan does not constitute a waiver or release of any Claims or rights of the Debtors or the Liquidating Trustee to object to that holder's Allowed Claim, or to bring Causes of Action or recover any preferential, fraudulent or other voidable transfer of assets, regardless of whether any Claims or Causes of Action of the Debtors or their respective Estates are specifically or generally identified herein.

8. Information Was Provided by the Debtors and Was Relied Upon by the Debtors' Advisors

Counsel to and other advisors retained by the Debtors have relied upon information provided by the Debtors in connection with the preparation of this Disclosure Statement. Although counsel to and other advisors retained by the Debtors have performed certain limited due diligence in connection with the preparation of this Disclosure Statement, they have not verified independently the information contained herein.

9. Potential Exists for Inaccuracies, and the Debtors Have No Duty to Update

The Debtors make the statements contained in this Disclosure Statement as of the date hereof, unless otherwise specified herein, and the delivery of this Disclosure Statement after that date does not imply that there has not been a change in the information set forth herein since that date. While the Debtors have used their reasonable business judgment to ensure the accuracy of all of the information provided in this Disclosure Statement and in the Plan, the Debtors nonetheless cannot, and do not, confirm the current accuracy of all statements appearing in this Disclosure Statement. Further, although the Debtors may subsequently update the information in this Disclosure Statement, the Debtors have no affirmative duty to do so unless ordered to do so by the Bankruptcy Court.

10. No Representations Outside the Disclosure Statement Are Authorized

No representations concerning or relating to the Debtors, the Chapter 11 Cases or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. In deciding whether to vote to accept or reject the Plan, you should not rely upon any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement, you should promptly report unauthorized representations or inducements to the counsel to the Debtors and the United States Trustee.

D. Liquidation Under Chapter 7

If the Plan is not confirmed, the Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be elected or appointed to liquidate the assets of the Debtors for Distribution in accordance with the priorities established by the Bankruptcy Code.

IX. CONCLUSION

THE DEBTORS SUBMIT THAT THE PLAN COMPLIES IN ALL RESPECTS WITH CHAPTER 11 OF THE BANKRUPTCY CODE AND RECOMMEND TO HOLDERS OF IMPAIRED CLAIMS WHO ARE ENTITLED TO VOTE ON THE PLAN THAT THEY VOTE TO ACCEPT THE PLAN.

THE DEBTORS REMIND SUCH HOLDERS THAT, TO BE COUNTED, EACH BALLOT, SIGNED AND MARKED TO INDICATE THE HOLDER'S VOTE, MUST BE RECEIVED BY THE BALLOTING AGENT NO LATER THAN 5:00 P.M. (MOUNTAIN TIME) ON OR BEFORE APRIL 14, 2017, AT THE FOLLOWING ADDRESS: IF BY FIRST CLASS MAIL, MIDWAY GOLD US INC. BALLOT PROCESSING, C/O EPIQ SYSTEMS, P.O. BOX 4422, BEAVERTON, OR 97076-4422; IF BY MESSENGER OR OVERNIGHT COURIER, MIDWAY GOLD US INC. BALLOT PROCESSING, C/O EPIQ SYSTEMS, 10300 SW ALLEN BLVD, BEAVERTON, OR 97005.

Dated: February 24, 2017

Midway Gold US Inc. (for itself and on behalf of its debtor affiliates)

/s/ Daniel Brosious

By: Daniel Brosious

Its: Chief Restructuring Officer

Exhibit 2

UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLORADO

In re:) Case No. 15-16835 MER
)
MIDWAY GOLD US INC. et al.,¹) Chapter 11
) Jointly Administered Under
Debtors.) Case No. 15-16835 MER
)

SECOND AMENDED JOINT CHAPTER 11 PLAN OF LIQUIDATION

SQUIRE PATTON BOGGS (US) LLP

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Counsel for the Debtors and Debtors in Possession

Dated: February 24, 2017

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Local Counsel for the Debtors and Debtors in Possession

¹ The Debtors and their respective case numbers are: Midway Gold US Inc. (15-16835 MER); Midway Gold Corp. (15-16836 MER); Golden Eagle Holding Inc. (15-16837 MER); MDW-GR Holding Corp. (15-16838 MER); RR Exploration LLC (15-16839 MER); Midway Services Company (15-16840 MER); Nevada Talon LLC (15-16841 MER); MDW Pan Holding Corp. (15-16842 MER); MDW Pan LLP (15-16843 MER); MDW Gold Rock LLP (15-16844 MER); Midway Gold Realty LLC (15-16845 MER); MDW Mine ULC (15-16846 MER); GEH (B.C.) Holding Inc. (15-16847 MER) , GEH (US) Holding Inc. (15-16848 MER).

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Exhibit I	Liquidating Trust Agreement
Exhibit II	Executory Contracts and Unexpired Leases to be Assumed
Exhibit III	Retained Causes of Action
Exhibit IV	Wind-Down Budget

² All exhibits shall be filed in substantially final form with the Bankruptcy Court no later than ten (10) days prior to the deadline to vote to accept or reject the Plan. Copies of the exhibits shall be available for inspection or may otherwise be obtained (i) at the Office of the Clerk of the Bankruptcy Court, (ii) at <https://www.pacer.gov>, (iii) from the Debtors' case website at <http://dm.epiq11.com/MGC>, or (iv) by contacting Debtors' counsel once they are filed. The Debtors reserve the right to modify, amend, supplement, restate or withdraw the exhibits in any way after they are filed.

Pursuant to Section 1121 and other applicable sections of the United States Bankruptcy Code, the debtors and debtors-in-possession in the above-captioned chapter 11 cases hereby respectfully propose the following second amended joint chapter 11 plan of liquidation.

ARTICLE I

DEFINED TERMS AND RULES OF INTERPRETATION

A. *Defined Terms*

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

1. “*Abandonment / Destruction Notice*” means a notice (i) setting forth the assets that the Liquidating Trustee seeks to abandon or (ii) stating the Liquidating Trustee’s intention to destroy books and records, in each case, in accordance with ARTICLE IV.L hereof.

2. “*Administrative Bar Date*” means 5:00 p.m. (Mountain Time) on the first Business Day that is thirty (30) days after the Effective Date and is the deadline for a holder of an Administrative Claim to file a written request with the Bankruptcy Court for payment of such Administrative Expense in the manner indicated in ARTICLE II hereof.

3. “*Administrative Claims*” means Claims that have been timely filed on or before the Administrative Bar Date, pursuant to the procedures set forth in the Confirmation Order and this Plan (except as otherwise provided herein with respect to Professional Compensation or by a separate order of the Bankruptcy Court), for administrative costs and expenses under Sections 503(b), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, without limitation: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries or commissions for services and payments for goods and other services and leased premises); (b) accrued Professional Compensation; and (c) all fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930; provided, however, that the U.S. Trustee shall not be required to file Claims for fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930 before the Administrative Bar Date; provided, further that all requests for Administrative Tax Claims must be filed and served on the Debtors, the Midway Liquidating Trust or the Liquidating Trustee, as applicable, on or before the later of (a) thirty (30) days following the Effective Date and (b) one hundred twenty (120) days following the filing of the tax return for such taxes for such tax year or period with the applicable Governmental Unit; provided, further, that Administrative Claims that arise under Section 503(b)(9) of the Bankruptcy Code shall only be deemed timely filed to the extent such Claims were filed in accordance with the terms of the General Bar Date Order.

4. “*Administrative Tax Claims*” means Administrative Claims by a Governmental Unit for taxes (and for interest and/or penalties related to such taxes, if any) for any tax year or period, all or any portion of which occurs or falls within the period from and including the

Petition Date through and including the Effective Date, and for which no bar date has otherwise been previously established.

5. “*Affiliate*” has the meaning set forth in Section 101(2) of the Bankruptcy Code.

6. “*Allowed*” means, with respect to any Claim or Equity Interest, except as otherwise provided herein: (a) a Claim or Equity Interest that has been scheduled by the Debtors in their schedules of liabilities and not identified as being disputed, contingent or unliquidated and as to which the Debtors, the Liquidating Trustee or other parties-in-interest have not Filed an objection by the Claims Objection Bar Date; (b) a proof of Claim or Equity Interest that has been timely filed and as to which the Debtors, the Liquidating Trustee, or other parties-in-interest have not Filed an objection by the Claims Objection Bar Date; (c) a Claim or Equity Interest that either is not Disputed or has been allowed by a Final Order; (d) a Claim or Equity Interest that is allowed: (i) in any stipulation addressing the amount, nature, and priority of the Claim or Equity Interest executed prior to the entry of the Confirmation Order and approved by the Bankruptcy Court; (ii) in any stipulation with the Debtors or the Liquidating Trustee, as applicable, addressing the amount, nature, and priority of the Claim or Equity Interest executed on or after the entry of the Confirmation Order; or (iii) in or pursuant to any contract, instrument, indenture or other agreement entered into or assumed in connection herewith; (e) a Claim or Equity Interest that is allowed pursuant to the terms hereof; or (f) a Disputed Claim as to which a proof of claim has been timely Filed and as to which no objection has been Filed by the Claims Objection Bar Date.

7. “*Asset Purchase Agreements*” means the GRP Asset Purchase Agreement and the Spring Valley Asset Purchase Agreement. In the event of a Tonopah Project Sale, the Asset Purchase Agreement for such sale shall be included in this definition.

8. “*Avoidance Actions*” means any and all avoidance, recovery, subordination or other claims, actions or remedies that may be brought on behalf of the Debtors or their estates under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, claims, actions or remedies arising under Chapter 5 of the Bankruptcy Code.

9. “*Bankruptcy Code*” means title I of the Bankruptcy Reform Act of 1978, as amended from time to time, as set forth in Sections 101 et seq. of title 11 of the United States Code, and applicable portions of titles 18 and 28 of the United States Code.

10. “*Bankruptcy Court*” means the United States District Court for the District of Colorado, having jurisdiction over the Chapter 11 Cases and, by virtue of the automatic reference of all bankruptcy cases implemented by Rule 84.1 of the Local Rules of Practice of the United States District Court for the District of Colorado – Civil, the United States Bankruptcy Court for the District of Colorado.

11. “*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure, promulgated under 28 U.S.C. § 2075, the Local Bankruptcy Rules, Forms, and Appendix of the United States Bankruptcy Court for the District of Colorado, the Local Rules of Practice of the United States District Court for the District of Colorado - Civil, and general orders and chambers

procedures of the Bankruptcy Court, each as applicable to the Chapter 11 Cases and as amended from time to time.

12. “*Beneficiaries*” means holders of Allowed Claims entitled to receive Distributions from the Liquidating Trust Fund under the Plan, whether or not such Claims were Allowed Claims on the Effective Date.

13. “*Business Day*” means any day, other than a Saturday, Sunday or “legal holiday” (as that term is defined in Fed. R. Bankr. P. 9006(a)).

14. “*Buyers*” means Solidus Resources as the Buyer of the Spring Valley Assets, and GRP Minerals as the Buyer of the GRP Purchased Assets. In the event of a Tonopah Project Sale, the buyer(s) of the Tonopah Project shall be included in this definition.

15. “*Canadian Court*” means the Supreme Court of British Columbia.

16. “*Canadian Recognition Proceedings*” means those Canadian insolvency proceedings commenced by Midway Gold US Inc. as the foreign representative of the Debtors, which are pending in the Canadian Court under the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended, Action No. S-155201, Vancouver Registry.

17. “*Carve-Out*” shall have the meaning given in the Cash Collateral Order.

18. “*Cash Collateral Order*” means the *Final Order (A) Authorizing Post-Petition Use of Cash Collateral, (B) Granting Adequate Protection to Secured Parties, and (C) Granting Related Relief* entered by the Bankruptcy Court on November 9, 2015 (Docket No. 452), as amended by (i) the *Notice of Extension of Sale Process Milestone Date* (Docket No. 652), (ii) the *Second Notice of Extension of Sale Process Milestone Dates Under Final Cash Collateral Order* (Docket No. 689) and (iii) the *Notice of Extension of Sale Process Milestone Dates and Revised Form of Proposed Bid Procedures Order and Other Sale Related Documents* (Docket No. 784).

19. “*Cash Investment Yield*” means the net yield earned by the Midway Liquidating Trust from the investment of Cash held pending Distribution in accordance with the provisions of the Plan and the Liquidating Trust Agreement.

20. “*Cash*” means legal tender of the United States of America or the equivalent thereof, including bank deposits, checks and readily marketable securities or instruments issued by an Entity, including, without limitation, readily marketable direct obligations of, or obligations guaranteed by, the United States of America, commercial paper of domestic corporations carrying a Moody’s rating of “A” or better, or equivalent rating of any other nationally recognized rating service, or interest-bearing certificates of deposit or other similar obligations of domestic banks or other financial institutions having a shareholders’ equity or capital of not less than one hundred million dollars (\$100,000,000) having maturities of not more than one (1) year, at the then best generally available rates of interest for like amounts and like periods.

21. “*Causes of Action*” means all claims, actions, causes of action, choses in action, Avoidance Actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills,

specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, remedies, rights of set-off, third-party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims and crossclaims of any of the Debtors, the Debtors-in-Possession and/or the Estates (including, without limitation, those actions set forth in the Plan Supplement) that are or may be pending on the Effective Date or instituted by the Liquidating Trustee after the Effective Date against any entity, based in law or equity, whether direct, indirect, derivative or otherwise and whether asserted or unasserted as of the Effective Date.

22. “*CBA*” means Commonwealth Bank of Australia in its capacity as counterparty under that certain ISDA Master Agreement between MDW Pan and CBA dated as of October 3, 2014 and related confirmations.

23. “*Chapter 11 Cases*” means the chapter 11 cases commenced when each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code on the Petition Date, which are jointly administered for procedural purposes under case number 15-16835 (MER).

24. “*Claim*” means a “claim” (as that term is defined in Section 101(5) of the Bankruptcy Code) against a Debtor.

25. “*Claims Objection Bar Date*” means the bar date for objecting to proofs of claim, which shall be one-hundred eighty (180) days after the Effective Date; provided, however, that the Liquidating Trustee may seek by motion additional extensions of this date from the Bankruptcy Court.

26. “*Claims Register*” means the official claims registers in the Debtors’ Chapter 11 Cases maintained by the Noticing Agent on behalf of the Clerk of the Bankruptcy Court.

27. “*Class*” means a category of holders of Claims or Equity Interests as set forth in ARTICLE III pursuant to Section 1122(a) of the Bankruptcy Code.

28. “*Committee*” means the Official Committee of Unsecured Creditors appointed by the United States Trustee in the Chapter 11 Cases.

29. “*Confirmation Date*” means the date on which the Confirmation Order is entered by the Bankruptcy Court.

30. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code.

31. “*Cure Amount Claim*” means a Claim based upon a Debtor’s monetary defaults under an executory contract or unexpired lease at the time such contract or lease is assumed by that Debtor under section 365 of the Bankruptcy Code.

32. “*Debtors*” or “*Debtors in Possession*” means, collectively, the above-captioned debtors and debtors in possession specifically identified on the cover page to this Plan.

33. “*Disclosure Statement Order*” means the order approving the Disclosure Statement, which was entered by the Bankruptcy Court on March 2, 2017.

34. “*Disclosure Statement*” means the Disclosure Statement for the Debtors’ Second Amended Joint Chapter 11 Plan of Liquidation, dated February 24, 2017, prepared and distributed in accordance with the Bankruptcy Code, Bankruptcy Rules and any other applicable law, and approved by the Bankruptcy Court in the Disclosure Statement Order, as it is amended, supplemented or modified from time to time.

35. “*Disputed Interim Distribution Reserve*” means the reserve fund created pursuant to ARTICLE VB.1 of the Plan.

36. “*Disputed*” means, with respect to any Claim, a Claim: (a) listed on the Schedules as unliquidated, disputed or contingent, unless a proof of such Claim has been timely filed; (b) as to which a Debtor or the Liquidating Trustee has interposed a timely objection or request for estimation, subordination, or recharacterization in accordance with the Bankruptcy Code and the Bankruptcy Rules; or (c) as otherwise disputed by a Debtor or the Liquidating Trustee in accordance with applicable law, which objection, request for estimation, subordination, or recharacterization, or dispute has not been withdrawn or determined by a Final Order.

37. “*Distributions*” means the distributions of Cash and beneficial interests in the Midway Liquidating Trust to be made in accordance with the Plan and/or the Liquidating Trust Agreement.

38. “*Effective Date*” means the date selected by the Debtors that is a Business Day after the entry of the Confirmation Order on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions specified in ARTICLE VIIIA have been satisfied or waived.

39. “*Entity*” means an “entity” (as that term is defined in Section 101(15) of the Bankruptcy Code).

40. “*EPC*” means EPC Services Company.

41. “*EPC Adversary Proceeding*” means Adversary Proceeding No. 16-01172, commenced by EPC on May 5, 2016 and dismissed by the Bankruptcy Court on January 19, 2017 (Adversary Docket No. 84).

42. “*EPC Proofs of Claim*” means Proof of Claim Nos. 107 and 108 (including all amendments, supplements, and/or modifications) and any and all other claims that have or could have been asserted by or on behalf of EPC, whether formally or informally, against any of the Debtors in these Chapter 11 Cases.

43. “*Equity Interest*” means any equity interest in a Debtor that existed immediately prior to the Petition Date, including, without limitation: (a) any common equity interest in a Debtor that existed immediately prior to the Petition Date, including, without limitation, all issued, unissued, authorized or outstanding shares of common stock, together with any warrants, options or legal, contractual or equitable rights to purchase or acquire such interests at any time; and (b) any preferred equity interest in a Debtor that existed immediately prior to the Petition

Date, including, without limitation, all issued, unissued, authorized or outstanding shares of preferred stock, together with any warrants, options or legal, contractual or equitable rights to purchase or acquire such interests.

44. “*Estate*” means the estate of each Debtor created on the Petition Date by Section 541 of the Bankruptcy Code.

45. “*Excess Reserve Amount*” means the amount, if any, by which (i) the Cash reserves established and funded under the Plan (except for the MGUS Reserve and the Non-MGUS Reserve) exceed the amount of Distributions required to be paid under the Plan in respect of Allowed Claims from such reserves and (ii) the Cash funded into the Liquidating Trust Fund on the Effective Date pursuant to the Wind Down Budget exceeds the final amount of Liquidating Trust Expenses.

46. “*Exculpated Parties*” means, collectively, the Debtors, the officers and directors of the Debtors that served in such capacity at any time from and after the Petition Date (in their capacity as such as well as in their individual capacities), the Committee and its individual members (solely in their capacity as such), the Liquidating Trustee, the Liquidating Trust Committee and its members (solely in their capacity as such), the Senior Secured Parties, the Subordinate Secured Parties, and each of their respective Representatives (each of the foregoing in its individual capacity as such).

47. “*File*” or “*Filed*” means, with respect to any pleading, entered on the docket of the Chapter 11 Cases and properly served in accordance with the Bankruptcy Rules.

48. “*Final Order*” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, which has not been reversed, stayed, modified or amended, and as to which the time to appeal, petition for certiorari or move for reargument or rehearing has expired, and no appeal or petition for certiorari has been timely taken or motion for reargument or rehearing has been timely Filed, or as to which any appeal that has been taken or any petition for certiorari or motion for reargument or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or has otherwise been dismissed with prejudice.

49. “*General Bar Date Order*” means the *Order Establishing Bar Date for the Filing of Proofs of Claim Pursuant to Fed. R. Bankr. P. 3003(c)(3)* entered by the Bankruptcy Court on July 20, 2015 (Docket No. 144).

50. “*General Bar Date*” means September 21, 2015, as established in the General Bar Date Order.

51. “*General Unsecured Claims*” means unsecured Claims against any Debtor that are not Administrative Claims, Professional Compensation Claims, Senior Agent Administrative Claims, Priority Tax Claims, Priority Non-Tax Claims, Intercompany Claims or Equity Interests.

52. “*Golder Associates*” means Golder Associates, Inc.

53. “*Golder Associates Proofs of Claim*” means Proof of Claim Nos. 250 and 251 (including all amendments, supplements, and/or modifications) and any and all other claims that have or could have been asserted by or on behalf of Golder Associates, whether formally or informally, against any of the Debtors in these Chapter 11 Cases.

54. “*Governmental Bar Date*” means January 19, 2016, as established in the General Bar Date Order for each and every Governmental Unit.

55. “*Governmental Unit*” has the meaning set forth in Section 101(27) of the Bankruptcy Code.

56. “*GRP Asset Purchase Agreement*” means that certain *Asset Purchase Agreement by and among Midway Gold US Inc., Golden Eagle Holding Inc., RR Exploration LLC, MDW Pan LLP, MDW Gold Rock LLP, as Sellers, and GRP Minerals, LLC, as Buyer, dated as of April 28, 2016*, as the same may be amended, supplemented, or otherwise modified from time to time as permitted therein (including all related agreements, documents and instruments), and all exhibits, schedules and addenda to any of the foregoing.

57. “*GRP Minerals*” means GRP Minerals, LLC, as Buyer of the GRP Purchased Assets under the GRP Asset Purchase Agreement and the GRP Sale Order.

58. “*GRP Purchased Assets*” has the same meaning given to the term “Purchased Assets” in the GRP Asset Purchase Agreement.

59. “*GRP Sale*” means the sale of the GRP Purchased Assets to GRP Minerals pursuant to the GRP Asset Purchase Agreement and the GRP Sale Order in exchange for, among other things, the GRP Sale Proceeds and the assumption of certain liabilities.

60. “*GRP Sale Order*” means the *Revised Order Under 11 U.S.C. §§ 105, 363, and 365 and Fed. Bankr. P. 2002, 6004, 6006, and 9014 (I) Approving (A) the Sale of Substantially All Assets of the Debtors Pursuant to Asset Purchase Agreement with GRP Minerals, LLC and Related Agreements Free and Clear of Liens, Claims, Encumbrances, and Other Interests and (B) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale; and (II) Granting Related Relief*, entered by the Bankruptcy Court on May 13, 2016 (Docket No. 870), pursuant to which the Bankruptcy Court, among other things, approved the GRP Sale.

61. “*GRP Sale Proceeds*” means the portion of the purchase price and other consideration given by GRP Minerals under the GRP Asset Purchase Agreement for the GRP Purchased Assets that is comprised of \$5.326 million in cash less certain cure costs, transfer taxes and the Moelis transaction fee.

62. “*Gustavson*” means Gustavson Associates, LLC.

63. “*Gustavson Proofs of Claim*” means Proof of Claim No. 235 (including all amendments, supplements, and/or modifications) and any and all other claims that have or could have been asserted by or on behalf of Gustavson, whether formally or informally, against any of the Debtors in these Chapter 11 Cases.

64. “HCP” means Hale Capital Partners, L.P.
65. “Impaired” means, with respect to a Claim, Equity Interest, or Class of Claims or Equity Interests, “impaired” within the meaning of Section 1124 of the Bankruptcy Code.
66. “Initial Distribution Date” means the date on which the Midway Liquidating Trust shall make its initial Distribution, which shall be a date selected by the Liquidating Trustee in accordance with the Liquidating Trust Agreement.
67. “Intercompany Claims” means Claims held by a Debtor against another Debtor.
68. “Intercompany Interest” means any equity security of a Debtor that is held by another Debtor, including (a) all issued, unissued, authorized or outstanding shares of stock together with any warrants, options or contractual rights to purchase or acquire such Equity Securities at any time and all rights arising with respect thereto and (b) partnership, limited liability company or similar interest in a Debtor.
69. “Intercompany Loan” means the loan made by Debtor Midway Gold Corp. to Debtor Midway Gold US Inc. pursuant to that certain Intercompany Loan Facility Agreement, dated as of December 24, 2014.
70. “Intercreditor Agreement” has the meaning given in the Cash Collateral Order.
71. “Jacobs” means Jacobs Field Services North America, Inc.
72. “Jacobs Claim Objection” means the *Objection to Claim Numbers 181, 182, 183, 184, 185, 243, 244, 245 and 247 of Jacobs Field Services North America* (Docket No. 667).
73. “Jacobs Proofs of Claim” means Proof of Claim Nos. 181, 182, 183, 184, 185, 243, 244, 245, 246 and 247 (including all amendments, supplements, and/or modifications) and any and all other claims that have or could have been asserted by or on behalf of Jacobs, whether formally or informally, against any of the Debtors in these Chapter 11 Cases.
74. “Jacobs Settlement” means that certain settlement by and among the Debtors, the Committee, the Senior Agent, the Subordinate Agent and Jacobs resolving various disputes in exchange for, among other things, the agreement of Jacobs to support confirmation of the Plan on the terms described in Article IV of the Plan.
75. “Ledcor” means Ledcor CMI Inc.
76. “Ledcor Proof of Claim” means Proof of Claim No. 125 (including all amendments, supplements, and/or modifications) and any and all other claims that have or could have been asserted by or on behalf of Ledcor, whether formally or informally, against any of the Debtors in these Chapter 11 Cases.
77. “Ledcor Settlement” means that certain settlement by and among the Debtors, the Committee, the Senior Agent, the Subordinate Agent, Ledcor and GRP Minerals resolving

various disputes in exchange for, among other things, the agreement of Ledcor to support confirmation of the Plan on the terms described in Article IV of the Plan.

78. “*Lien Priority Dispute*” means the dispute among the Senior Agent, the Subordinate Agent and the Mechanic’s Lien Claimants with respect to the priority of their asserted liens against the real property assets of Pan and any proceeds thereof, which dispute was the subject of the EPC Adversary Proceeding and resolved pursuant to the Mechanic’s Lien Settlement.

79. “*Lien Priority Dispute Reserve*” means cash in the amount of \$1,612,515.13 otherwise payable to the Senior Agent on account of the Senior Agent Administrative Claim or the Senior Agent Secured Claim that is reserved pursuant to Article V.B. of the Plan on account of Allowed Class 4 Mechanic’s Lien Claims in accordance with the Mechanic’s Lien Settlement.

80. “*Liquidating Trust Agreement*” means that certain agreement establishing and delineating the terms and conditions of the Midway Liquidating Trust, substantially in the form to be filed as part of the Plan Supplement.

81. “*Liquidating Trust Assets*” means all assets of the Debtors as of the Effective Date, including, without limitation, (a) all Cash on hand as of the Effective Date, after payment of amounts required to be paid on the Effective Date or as soon as practicable thereafter to the Senior Agent under the Plan, (b) the Remaining Assets, (c) the Retained Causes of Action, (d) all rights under (i) the Asset Purchase Agreements and payments owing to the Debtors thereunder, (ii) the Sale Orders, and (iii) any other order of the Bankruptcy Court, (e) all proceeds of any of the foregoing received by any person or Entity on or after the Effective Date and (f) all of the Debtors’ books and records, in each case solely to the extent such assets are not included among either the Spring Valley Assets sold to Solidus Resources or the GRP Purchased Assets sold to GRP Minerals; provided, however, that assets of one Debtor shall be held for the sole benefit of the creditors of such Debtor and shall not be used to satisfied Allowed Claims of any other Debtor.

82. “*Liquidating Trust Committee*” means those individuals appointed in accordance with the Liquidating Trust Agreement with the powers and responsibilities set forth in the Liquidating Trust Agreement.

83. “*Liquidating Trust Expenses*” means the fees and expenses of the Midway Liquidating Trust, the Liquidating Trustee and the Liquidating Trust Committee, including, without limitation, professional fees and expenses.

84. “*Liquidating Trust Fund*” means the fund established pursuant to ARTICLE IV.D, among other things, to hold the Liquidating Trust Assets and make distributions on account of Claims in accordance with the terms of the Plan.

85. “*Liquidating Trustee*” means the person appointed by the Committee in accordance with the Liquidating Trust Agreement to administer the Midway Liquidating Trust.

86. “*MDW Pan*” means Debtor MDW Pan LLP.

87. “*Mechanic’s Lien Claimants*” means the following creditors, other than Jacobs and Ledcor, who have asserted mechanic’s lien rights with respect to certain assets of the Debtors and were parties to the EPC Adversary Proceeding prior to the dismissal thereof: (i) EPC, (ii) Golder Associates, (iii) Gustavson, (iv) Roscoe Moss, and (v) Sure Steel.

88. “*Mechanic’s Lien Settlement*” means that certain settlement by and among the Debtors, the Committee, the Senior Agent, the Subordinate Agent and each Mechanic’s Lien Claimant resolving the Lien Priority Dispute on the terms described in Article IV of the Plan.

89. “*MGUS*” means Debtor Midway Gold US Inc.

90. “*MGUS GUC Reserve*” means Cash in the amount of \$375,000 otherwise payable to the Senior Agent on account of the Senior Agent Administrative Claim that is reserved as a fixed recovery, net of allocated Liquidating Trust Expenses, for the sole and exclusive benefit of the holders of Allowed General Unsecured Claims against MGUS other than (x) the Senior Agent, (y) any Debtor other than MGUS (including, without limitation, Debtor Midway Gold Corp. on account of the Intercompany Loan) and (z) the Mechanic’s Lien Claimants; provided, however, that no Distributions may be made from the MGUS GUC Reserve unless and until all Allowed Administrative Claims, Priority Tax Claims and Priority Non-Tax Claims have been paid in full as required by the Plan.

91. “*Midway Liquidating Trust*” means the Entity described in ARTICLE IV.D that will succeed to all of the assets of the Estates, subject to the terms of the Plan, as of the Effective Date.

92. “*Nevada Action*” means that certain state court litigation commenced by Ledcor, as plaintiff, against Nevada Royalty Corp., Newark Valley Mining Corp., and Does 1 through 50, as defendants, through the filing of a Complaint for Unjust Enrichment and Foreclosure of Mechanics Lien dated December 29, 2015 in the Seventh Judicial District Court of Nevada in and for the County of White Pine, Case No. CV-1512-2145.

93. “*No Asset Debtors*” means Debtors Golden Eagle Holding Inc., MDW GR Holding Corp., RR Exploration LLC, Midway Services Company, Nevada Talon LLC, MDW Pan Holding Corp., MDW Mine ULC, GEH (B.C.) Holding Inc., and GEH (US) Holding Inc.

94. “*Non-MGUS GUC Reserve*” means Cash in the amount of \$250,000 otherwise payable to the Senior Agent on account of the Senior Agent Administrative Claim that is reserved as a fixed recovery, net of allocated Liquidating Trust Expenses, for the sole and exclusive benefit of the holders of Allowed General Unsecured Claims against MDW Pan, Midway Gold Corp., MDW Gold Rock LLP, and Midway Gold Realty LLC other than (x) the Senior Agent, and (y) any other Debtor; provided, however, that no Distributions may be made from the Non-MGUS GUC Reserve unless and until all Allowed Administrative Claims, Priority Tax Claims and Priority Non-Tax Claims have been paid in full as required by the Plan.

95. “*Noticing Agent*” means Epiq Systems.

96. “*Other Pan Secured Claims*” means Allowed Class 5 Claims consisting of Allowed secured claims against the Estate of MDW Pan other than the Senior Agent Secured

Claim (Class 2), the Subordinate Agent Secured Claim (Class 3) and the secured claims asserted by the Mechanic's Lien Claimants (Class 4). Pursuant to the Jacobs Settlement, Jacobs holds an Allowed Other Pan Secured Claim in the amount of \$630,000 (subject to reduction by up to \$15,000 as described in Article IV.A.5 of the Plan).

97. "*Other Pan Secured Claims Reserve*" means the reserve established and funded under Article V.B. of the Plan on account of Allowed Class 5 Other Pan Secured Claims that are determined, either by Final Order or with the agreement of the Liquidating Trustee and the Senior Agent, to be senior in priority to the Senior Agent Secured Claim.

98. "*Pan Cash Collateral*" means all cash collateral held by MDW Pan on the Effective Date, including, without limitation, all cash on hand, the portion of the Sale Proceeds allocated to MDW Pan, if any, and, in the event of a Tonopah Project Sale, the amount of cash sale proceeds paid, less \$15,000.

99. "*Petition Date*" means June 22, 2015, the date on which each of the Debtors commenced its Chapter 11 Case.

100. "*Plan Supplement*" means the compilation of documents and forms of documents, schedules and exhibits to the Plan that has been or will be Filed with the Bankruptcy Court.

101. "*Plan*" means this second amended joint chapter 11 plan of liquidation filed by the Debtors, either in its present form or as it may be altered, amended, modified or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules or herewith, as the case may be, and the Plan Supplement, which is incorporated herein by reference.

102. "*Priority Non-Tax Claims*" means Claims entitled to priority in payment pursuant to any provision of Section 507(a) of the Bankruptcy Code other than Section 507(a)(8) of the Bankruptcy Code.

103. "*Priority Tax Claims*" means Claims of Governmental Units of the kind specified in Section 507(a)(8) of the Bankruptcy Code.

104. "*Pro Rata*" means the ratio of the amount of an Allowed Claim in a particular Class to the aggregate amount of all Allowed Claims in such Class.

105. "*Professional*" means any person or Entity employed pursuant to a Final Order in accordance with Sections 327, 328 or 1103 of the Bankruptcy Code, and to be compensated for services rendered prior to and including the Effective Date pursuant to Sections 327, 328, 329, 330 or 331 of the Bankruptcy Code.

106. "*Professional Compensation*" means the fees and expenses of Professionals (including, without limitation: (a) success fees allowed or awarded by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction, and (b) fees or expenses allowed or awarded by a Final Order of the Bankruptcy Court or any other court of competent jurisdiction) for legal, financial advisory, investment banking, accounting and other services and

reimbursement of expenses that are awardable and allowable under Sections 328, 330(a), 331 or 503(b)(2-5) of the Bankruptcy Code.

107. “*Professional Compensation Claims Reserve*” means the reserve of Cash established and maintained by the Midway Liquidating Trust in the estimated amount necessary to pay in full all Professional Compensation Claims that are outstanding as of the Effective Date. Before the Effective Date, the Debtors shall determine the estimated amount necessary to fund the Professional Compensation Claims Reserve in accordance with Article.II.1.c; provided, however, that neither the Debtors’ estimate nor the establishment of the Professional Compensation Claims Reserve is intended or shall be deemed to be a cap or an agreement to cap any Professional Compensation claims.

108. “*Quarterly Distribution Date*” means the first Business Day after the end of each quarterly calendar period (i.e., March 31, June 30, September 30 and December 31 of each calendar year).

109. “*Ratable Proportion*” means, with reference to any Distribution on account of any Allowed Claim in any Class, the ratio (expressed as a percentage) that the amount of the Allowed Claim bears to the aggregate amount of all Allowed and Disputed Claims in that Class.

110. “*Record Date*” means the record date for determining the entitlement of holders of Claims to receive Distributions under the Plan on account of Allowed Claims. The Record Date shall be the date on which the Disclosure Statement Order is entered.

111. “*Released Parties*” means, collectively, (a) the Debtors, (b) the directors, officers, and employees of the Debtors serving in such capacity on or after the Petition Date (in their capacity as such as well as in their individual capacities), the Committee and its members (solely in their capacity as members of the Committee and not in their individual capacities), (c) the Senior Secured Parties, (d) the Subordinate Secured Parties, and (e) the Representatives of each of the foregoing, including, without limitation, all Professionals.

112. “*Releasing Parties*” means, collectively, (a) the Released Parties, (b) holders of Claims voting to accept the Plan or who are deemed to accept the Plan, and (c) with respect to any other persons or Entities, holders of Claims or Equity Interests entitled to vote to accept the Plan that do not affirmatively opt out of the release provided by ARTICLE IX hereof pursuant to a duly executed ballot.

113. “*Remaining Assets*” means all assets of the Debtors that are not sold, disposed of, transferred or abandoned prior to the Effective Date, including, without limitation, (i) all of the Debtors’ right, title and interest in and to the Tonopah Project (except in the event of a Tonopah Project Sale), (ii) outstanding deposits, prepayments, and/or similar amounts held by third parties that belong or are otherwise payable to the Debtors, and (iii) any claim, right or interest of the Debtors in any refund, rebate, abatement or other recovery for Taxes. Notwithstanding the foregoing, the Remaining Assets **do not** include (i) the Retained Causes of Action, (ii) any of the GRP Purchased Assets or the Spring Valley Assets, or (iii) Cash on hand as of the Effective Date; *provided, however*, that in the event that a Tonopah Project Sale is not consummated, the first \$50,000 of net proceeds generated from any subsequent sale, disposition or transfer of the

Tonopah Project shall be split between the MGUC GUC Reserve and Non-MGUS GUC Reserve.

114. “*Representatives*” means, with regard to any Entity, its officers, directors, employees, advisors, attorneys, professionals, accountants, investment bankers, financial advisors, consultants, agents and other representatives (including their respective officers, directors, employees, members and professionals).

115. “*Retained Causes of Action*” means all Causes of Action, other than: (i) the Transferred Causes of Action, and (ii) those Causes of Action that are released, compromised and/or settled pursuant to (a) ARTICLE IV and ARTICLE IX hereof and/or (b) the Cash Collateral Order. For the avoidance of doubt, all stipulations and releases made by or on behalf of the Debtors and their Estates in the Cash Collateral Order are not being modified or altered by the Plan and remain binding upon the Debtors and their Estates, including, without limitation, the Liquidating Trust and the Liquidating Trustee, as provided in the Cash Collateral Order.

116. “*Roscoe Moss*” means Roscoe Moss Manufacturing Company.

117. “*Roscoe Moss Proofs of Claim*” means Proof of Claim No. 234 (including all amendments, supplements, and/or modifications) and any and all other claims that have or could have been asserted by or on behalf of Roscoe Moss, whether formally or informally, against any of the Debtors in these Chapter 11 Cases.

118. “*Sales*” means the Spring Valley Sale and the GRP Sale. In the event of a Tonopah Project Sale, the sale of the Tonopah Project shall be included in this definition.

119. “*Sale Orders*” means the GRP Sale Order and the Spring Valley Sale Order. In the event of a Tonopah Project Sale, the Final Order approving the sale of the Tonopah Project shall be included in this definition.

120. “*Sale Proceeds*” means the Spring Valley Sale Proceeds and the GRP Sale Proceeds.

121. “*Schedules*” mean the schedules of assets and liabilities, schedules of executory contracts and statements of financial affairs filed by the Debtors pursuant to Section 521 of the Bankruptcy Code on July 15, 2015, and as may be further amended.

122. “*Senior Agent*” means Commonwealth Bank of Australia in its capacity as administrative agent, collateral agent, and technical agent under the “Senior Loan Documents” (as that term is defined in the Cash Collateral Order).

123. “*Senior Agent Administrative Claim*” means the Allowed superpriority Administrative Claim granted to the Senior Agent against all of the Debtors pursuant to the terms of the Cash Collateral Order on account of diminution in the value of the Senior Agent’s interest in its collateral resulting from the imposition of the automatic stay under Section 362 of the Bankruptcy Code or the use, sale, or lease of the collateral, including cash collateral, pursuant to Section 363 of the Bankruptcy Code, in all cases subject to the Carve-Out.

124. “*Senior Agent Secured Claim*” means the Allowed Claim granted to the Senior Agent pursuant to the terms of the Cash Collateral Order on account of the Senior Secured Obligations and the Senior Agent Proofs of Claim in the total aggregate amount of not less than \$49,115,283.38. For purposes of the Plan and distributions to be made hereunder, the Senior Agent Secured Claim shall be deemed an Allowed secured Claim only against MDW Pan and secured only by the assets of MDW Pan and any proceeds thereof, including, without limitation, all Pan Cash Collateral. The Senior Agent Secured Claim shall be deemed an Allowed General Unsecured Claim against each Debtor in an amount and to the extent of any deficiency claim that may exist after giving effect to Distributions made on account of the Senior Agent Secured Claim by MDW Pan from the assets of MDW Pan and any proceeds thereof.

125. “*Senior Agent Proofs of Claim*” means Proof of Claim Nos. 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, and 162 filed on behalf of the Senior Secured Parties, as such proofs of claim may be modified or amended from time to time or otherwise affected by stipulation with the Debtors or by a Final Order of the Bankruptcy Court.

126. “*Senior Credit Agreement*” has the meaning given in the Cash Collateral Order.

127. “*Senior Lenders*” means those lenders from time to time party to the Senior Credit Agreement.

128. “*Senior Loan Documents*” has the meaning given in the Cash Collateral Order.

129. “*Senior Secured Obligations*” has the meaning given in the Cash Collateral Order.

130. “*Senior Secured Parties*” means the Senior Agent, the Senior Lenders, and CBA.

131. “*Solidus Resources*” means Solidus Resources, LLC, as Buyer of the Spring Valley Assets under the Spring Valley Asset Purchase Agreement and the Spring Valley Sale Order.

132. “*Spring Valley Assets*” means the Debtors’ interest in the Spring Valley project and related assets that were sold to Solidus Resources pursuant to the Spring Valley Asset Purchase Agreement and the Spring Valley Sale Order.

133. “*Spring Valley Asset Purchase Agreement*” means that certain *Asset Purchase Agreement by and among Midway Gold US Inc. and Nevada Talon LLC, as Sellers, and Solidus Resources, LLC, as Buyer, dated as of November 30, 2015*, as the same may be amended, supplemented, or otherwise modified from time to time as permitted therein (including all related agreements, documents and instruments), and all exhibits, schedules and addenda to any of the foregoing.

134. “*Spring Valley Sale*” means the sale of the Spring Valley Assets to Solidus Resources pursuant to the Spring Valley Asset Purchase Agreement and the Spring Valley Sale Order in exchange for, among other things, the Spring Valley Sale Proceeds and the assumption of certain liabilities.

135. “*Spring Valley Sale Order*” means the *Order (A) Approving the Sale of Certain of the Debtors’ Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (B) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Granting Related Relief*, entered by the Bankruptcy Court on December 15, 2015 (Docket No. 565), pursuant to which the Bankruptcy Court, among other things, approved the Spring Valley Sale.

136. “*Spring Valley Sale Proceeds*” means the portion of the purchase price and other consideration given by Solidus Resources under the Spring Valley Asset Purchase Agreement for the Spring Valley Assets that is comprised of \$25 million in cash less any applicable cure costs, transfer taxes and the Moelis transaction fee.

137. “*Subordinate Agent*” means HCP, in its capacity as administrative agent and collateral agent under the Subordinate Loan Documents.

138. “*Subordinate Agent Distributions*” means any distribution which the Subordinate Agent is entitled to receive under the Plan on account of the Subordinate Agent Secured Claim.

139. “*Subordinate Agent Proofs of Claim*” means Proof of Claim Nos. 193, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, and 207, as such proofs of claim may be modified or amended from time to time or otherwise affected by stipulation with the Debtors or by a Final Order of the Bankruptcy Court.

140. “*Subordinate Agent Secured Claim*” means the Allowed Claim of the Subordinate Agent on account of the Subordinate Secured Obligations and the Subordinate Agent Proofs of Claim. Pursuant to the Subordinate Agent Settlement, the Subordinate Agent will receive the agreed upon treatment of its Subordinate Agent Secured Claim and its General Unsecured Claims against each Debtor.

141. “*Subordinate Agent Settlement*” means the settlement by and among the Debtors, the Senior Agent, the Subordinate Agent and the Committee resolving various disputes and fixing the treatment of the Subordinate Agent Secured Claim and its General Unsecured Claims against each Debtor in exchange for the agreement of the Subordinate Agent to support confirmation of the Plan on the terms described in Article IV of the Plan.

142. “*Subordinate Credit Agreement*” has the meaning given in the Cash Collateral Order.

143. “*Subordinate Lenders*” means those lenders from time to time party to the Subordinate Credit Agreement.

144. “*Subordinate Loan Documents*” has the meaning given in the Cash Collateral Order.

145. “*Subordinate Secured Obligations*” has the meaning given in the Cash Collateral Order.

146. “*Subordinate Secured Parties*” means the Subordinate Agent and the Subordinate Lenders.

147. “*Subordination Agreement*” has the meaning given in the Cash Collateral Order.

148. “*Sure Steel*” means Sure Steel, Inc.

149. “*Sure Steel Proofs of Claim*” means Proof of Claim Nos. 218, 221, 252, and 253 (including all amendments, supplements, and/or modifications) and any and all other claims that have or could have been asserted by or on behalf of Sure Steel, whether formally or informally, against any of the Debtors in these Chapter 11 Cases.

150. “*Taxes*” means (a) any taxes and assessments imposed by any Governmental Unit, including net income, gross income, profits, gross receipts, license, employment, stamp, occupation, premium, alternative or add-on minimum, ad valorem, real property, personal property, transfer, real property transfer, value added, sales, use, environmental (including taxes under Code Section 59A), customs, duties, capital stock, franchise, excise, withholding, social security (or similar), unemployment, disability, payroll, fuel, excess profits, windfall profit, severance, estimated or other tax, including any interest, penalty or addition thereto, whether disputed or not, and any expenses incurred in connection with the determination, settlement or litigation of the Tax liability, (b) any obligations under any agreements or arrangements with respect to Taxes described in clause (a) above, and (c) any transferee liability in respect of Taxes described in clauses (a) and (b) above or payable by reason of assumption, transferee liability, operation of Law, Treasury Regulation Section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under Law) or otherwise.

151. “*Tonopah Project*” means all assets that were not previously sold, disposed of, transferred or abandoned prior to the Effective Date, including, without limitation, through the Spring Valley Sale or the GRP Sale, that comprise or otherwise relate to the Debtors’ Tonopah project located in Nye County, Nevada, approximately 15 miles northeast of the town of Tonopah, 210 miles northwest of Las Vegas and 236 miles southeast of Reno, Nevada, on the northeastern flank of the San Antonio Mountains and in the Ralston Valley.

152. “*Tonopah Project Sale*” means any sale of the Tonopah Project approved by a Final Order of the Bankruptcy Court entered on or before the Effective Date.

153. “*Transferred Causes of Action*” means all Causes of Action held by the Debtors and/or their Estates as of the closing of each of the Sales that were transferred to the Buyers pursuant to the applicable Asset Purchase Agreements and Sale Orders.

154. “*U.S. Trustee*” means the United States Trustee appointed under Section 591 of title 28 of the United States Code to serve in the District of Colorado.

155. “*Unimpaired*” means, with respect to a Claim, Equity Interest, or Class of Claims or Equity Interests, not “impaired” within the meaning of Section 1124 of the Bankruptcy Code.

156. “*Wind-Down Budget*” means the budget providing for the wind-down of the Debtors’ Estates following confirmation of this Plan as agreed upon by the Debtors, the Committee, and the Senior Agent and substantially in the form attached hereto as Exhibit IV.

B. *Rules of Interpretation*

1. For purposes herein: (a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neutral gender shall include the masculine, feminine and the neutral gender; (b) any reference herein to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (c) any reference herein to an existing document or exhibit having been filed or to be filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; (d) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (e) the words “herein,” “hereof” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (f) captions and headings of Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (g) the rules of construction set forth in Section 102 of the Bankruptcy Code shall apply; and (h) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

2. Notwithstanding anything herein to the contrary or otherwise, in the event there are any inconsistencies between the terms and conditions of: (i) (a) this Plan and/or any order confirming this Plan, and (b) the Sale Orders, the terms and conditions of the Sale Orders shall control, or (ii) (x) this Plan and/or any order confirming this Plan, and (y) the Asset Purchase Agreements, the terms and conditions of the Asset Purchase Agreements shall control.

3. The provisions of Fed. R. Bankr. P. 9006(a) shall apply in computing any period of time prescribed or allowed hereby.

4. All references herein to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

C. *Exhibits*

The Plan Supplement shall be filed in substantially final form with the Clerk of the Bankruptcy Court not later than ten (10) days prior to the deadline to vote to accept or reject the Plan. Such exhibits may be inspected in the office of the Clerk of the Bankruptcy Court during normal hours of operation of the Bankruptcy Court. Copies will also be available free of charge on the Debtors’ case website at <http://dm.epiq11.com/MGC>. Holders of Claims or Equity Interests may also obtain copies, once filed, from the Debtors by a written request sent to the following address:

Sender Wasserman Wadsworth, P.C.
1660 Lincoln Street, Suite 2200
Denver, Colorado 80264

Attn.: Aaron Conrardy, Esq.

ARTICLE II

ADMINISTRATIVE AND PRIORITY CLAIMS

A. Administrative Claims

Subject to the provisions of Sections 328, 330(a) and 331 of the Bankruptcy Code, and except as provided for below with respect to Professional Compensation Claims, the Senior Agent Administrative Claim, and Intercompany Administrative Claims, the Debtors or the Midway Liquidating Trust shall pay each holder of an Allowed Administrative Claim the full unpaid amount of such Allowed Administrative Claim in Cash: (i) on the Effective Date or as soon as practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as practicable thereafter); (ii) if such Claim is Allowed after the Effective Date, on the date such Claim is Allowed or as soon as practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due); (iii) at such time and upon such terms as may be agreed upon by such holder and the Debtors or the Liquidating Trustee; or (iv) at such time and upon such terms as set forth in an order of the Bankruptcy Court; provided, however, that the U.S. Trustee shall not be required to file Claims for fees and charges assessed against the Estates under chapter 123 of title 28 of the United States Code, 28 U.S.C. §§ 1911-1930 before the Administrative Bar Date; provided, further, that Administrative Claims that arise under Section 503(b)(9) of the Bankruptcy Code shall only be deemed timely filed to the extent such Claims were filed in accordance with the terms of the General Bar Date Order; provided, further that all requests for Administrative Tax Claims must be filed and served on the Debtors, the Midway Liquidating Trust or the Liquidating Trustee, as applicable, on or before the later of (a) thirty (30) days following the Effective Date and (b) one hundred twenty (120) days following the filing of the tax return for such taxes for such tax year or period with the applicable Governmental Unit. The holder of any Administrative Tax Claim that is not filed and properly served by the applicable bar date shall not be treated as a creditor for purposes of voting or distribution. Any interested party desiring to object to an Administrative Tax Claim must file and serve its objection on counsel to the Midway Liquidating Trust and the relevant taxing authority on or before the later of (i) the Claims Objection Bar Date (as the same may be extended) or (ii) ninety (90) days after the taxing authority files and serves its Administrative Tax Claim.

1. Professional Compensation Claims

(a) Each holder of a Professional Compensation Claim seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date shall: (i) file with the Bankruptcy Court such holder's final application for allowance of compensation for services rendered and reimbursement of expenses incurred through the Effective Date by no later than the forty-fifth (45th) day after the Effective Date or such other date as may be fixed by the Bankruptcy Court; and (ii) if granted such an award by the Bankruptcy Court, be paid from the Professional Compensation Claims Reserve in full satisfaction, settlement, release and discharge of, and in exchange for, such Claim, Cash in such

amounts as are Allowed by the Bankruptcy Court on the date such Professional Fee Claim becomes an Allowed Claim, or as soon thereafter as is practicable.

(b) All objections to the allowance of any Professional Compensation Claim through the Effective Date must be filed and served by no later than the twentieth (20th) day after the filing of such Professional Compensation Claim, or such other date as may be fixed by Order of the Bankruptcy Court.

(c) On or prior to the Confirmation Date, each holder of a Professional Compensation Claim shall provide the Debtors with a written estimate of the maximum amount of its requested compensation and reimbursement through the Effective Date.³ The Debtors shall establish the Professional Compensation Claims Reserve to include an amount equal to the aggregate amount of such estimated Professional Fee Claims, unless otherwise previously paid by the Debtors. Notwithstanding the foregoing or anything else to the contrary in the Plan, the written estimates provided pursuant to this subsection shall be for estimate purposes only and neither the estimate nor the establishment of the Professional Compensation Claims Reserve is intended or shall be deemed to be a cap or an agreement to cap any Professional Compensation Claims. All Professional Compensation Claims shall be paid in full to the extent Allowed by the Bankruptcy Court.

2. Senior Agent Administrative Claim

Pursuant to the terms of the Cash Collateral Order, the Senior Agent shall have an Allowed Senior Agent Administrative Claim against each Debtor in the total aggregate amount of (i) \$25 million, plus the Excess Reserve Amount, if any, or (ii) such lesser amount as may be agreed to by the Senior Agent and the Liquidating Trust.

The payment of the Senior Agent Administrative Claim is subject in all respects to the Carve-Out and all other provisions of the Cash Collateral Order, and shall be paid by the Debtors in Cash: (i) on the Effective Date or as soon as practicable thereafter; (ii) at such time and upon such terms as may be agreed upon by the Senior Agent and the Debtors; or (iii) at such time and upon such terms as set forth in an order of the Bankruptcy Court. Notwithstanding the foregoing, the Excess Reserve Amount, if any, shall be paid to the Senior Agent as a supplemental distribution on account of the Senior Agent Administrative Claim only upon the completion of the administration of such reserves as determined by the Liquidating Trustee.

3. Intercompany Administrative Claims

On or before the Effective Date, all postpetition amounts owing by a Debtor to another Debtor shall be set-off against each other and the net payable amount, if any, shall be paid by the liable Debtor to the applicable Debtor in full as an Allowed Administrative Claim from the

³ As of January 31, 2017, the incurred but unpaid fees and expenses of the Debtors' and the Committee's professionals are approximately \$0.4 million. The professional fees and expenses of the Debtors and the Committee after such date are estimated to be \$1.8 million, which is inclusive of a "Restructuring Fee" for Moelis in the approximate amount of \$1.127 million. These amounts are estimates only and may not be accurate. These estimated amounts do not constitute a cap or limitation on the amount of such professional fees or the payments required under the Plan to be made to such professionals.

available assets of the liable Debtor before any general unsecured creditors of the liable Debtor receive any distribution under the Plan. In the event no assets are available to pay such Administrative Claims, the unpaid portion of the Administrative Claim will be deemed waived and forgiven.

B. *Priority Tax Claims*

Except to the extent that a holder of an Allowed Priority Tax Claim against a Debtor agrees to a different treatment, the Debtors or the Liquidating Trustee shall pay each holder of an Allowed Priority Tax Claim the full unpaid amount of such Allowed Priority Tax Claim in Cash, on the latest of (i) the Effective Date, (ii) the date such Allowed Priority Tax Claim becomes Allowed and (iii) the date such Allowed Priority Tax Claim is payable under applicable non-bankruptcy law.

ARTICLE III

CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. *Summary*

1. Except for Administrative Claims and Priority Tax Claims, all Claims against and Equity Interests in a particular Debtor are placed in Classes. In accordance with Section 1123(a)(1) of the Bankruptcy Code, the Debtors have not classified Administrative Claims and Priority Tax Claims, as described in ARTICLE II.

2. The following table classifies Claims against and Equity Interests in each Debtor for all purposes, including voting, confirmation and Distribution pursuant hereto and pursuant to Sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

3. Summary of Classification and Treatment of Classified Claims and Equity Interests:

<u>Class</u>	<u>Claim</u>	<u>Status</u>	<u>Voting Rights</u>
1	Priority Non-Tax Claims	Unimpaired	Deemed to Accept
2	Senior Agent Secured Claim	Impaired	Entitled to Vote
3	Subordinate Agent Secured Claim	Unimpaired	Deemed to Accept
4	Mechanic's Lien Claims Against MDW Pan LLP	Unimpaired	Deemed to Accept

5	Other Secured Claims Against MDW Pan	Unimpaired	Deemed to Accept
6	General Unsecured Claims Against Midway Gold US Inc.	Impaired	Entitled to Vote
7	General Unsecured Claims Against Midway Gold Corp.	Impaired	Entitled to Vote
8	General Unsecured Claims Against MDW Pan LLP	Impaired	Entitled to Vote
9	General Unsecured Claims Against MDW Gold Rock LLP	Impaired	Entitled to Vote
10	General Unsecured Claims Against Midway Gold Realty LLC	Impaired	Entitled to Vote
11	Other General Unsecured Claims	Impaired	Deemed to Reject
12	Equity Interests	Impaired	Deemed to Reject

4. The estimated percentage range of recovery for unsecured creditors varies by Debtor and is based upon various assumptions and factors that are subject to change, including, without limitation, the size of the general unsecured claims pool at each of the Debtors, the claims reconciliation and objection process, and the potential for recoveries from Retained Causes of Action. An estimate of the potential percentage range of recovery for unsecured creditors on a Debtor by Debtor basis is set forth below.

B. *Classification and Treatment of Claims and Equity Interests*

1. Priority Non-Tax Claims (Class 1)

(a) *Classification:* Class 1 consists of Priority Non-Tax Claims against each of the Debtors.

(b) *Treatment:* The estimated range of recovery for Allowed Claims in this Class is 100%. Unless otherwise mutually agreed upon by the holder of an Allowed Priority Non-Tax Claim and the Debtors or the Midway Liquidating Trust, on the later of the Effective Date and the date such Allowed Priority Non-Tax Claim becomes an Allowed Priority Non-Tax Claim, or as soon thereafter as is practicable, the Debtors or the Midway Liquidating Trust shall pay to each holder of an Allowed Priority Non-Tax Claim, in Cash, the full amount of such Allowed Priority Non-Tax Claim, in full satisfaction, settlement, release and discharge of, and in exchange for, such Allowed Priority Non-Tax Claim. Such payment shall be made solely from the assets of the specific Debtor's estate against which the Allowed Priority Non-Tax Claim is filed.

(c) *Voting:* Class 1 is Unimpaired. Holders of Priority Non-Tax Claims are conclusively deemed to have accepted the Plan and, therefore, are not entitled to vote on the Plan.

2. Senior Agent Secured Claim (Class 2)

(a) *Classification:* Class 2 consists of the Senior Agent Secured Claim as a secured claim solely against the Estate of MDW Pan.

(b) *Treatment:* The estimated recovery for Allowed Claims in this Class is between 10% and 15%. On or as soon as practicable after the Effective Date, the Debtors shall pay to the Senior Agent from assets belonging to MDW Pan the sum of: (A)(1) all Pan Cash Collateral not previously distributed to the Senior Agent and (2) the portion of the GRP Sale Proceeds allocated to MDW Pan, **less** (B)(1) the Lien Priority Dispute Reserve, (2) the Other Pan Secured Claims Reserve, and (3) the Non-MGUS GUC Reserve; *provided, however*, that the difference, if any, between the Lien Priority Dispute Reserve and the actual amounts paid to the Mechanic's Lien Claimants in accordance with Article V.B.3 of the Plan shall be paid to the Senior Agent by the Midway Liquidating Trustee as a further distribution on account of its Senior Agent Secured Claim; *and provided further, however*, that the difference, if any, between the Other Pan Secured Claims Reserve and the actual amounts paid to the holders of Allowed Other Pan Secured Claims determined to be senior to the Senior Agent Secured Claim in accordance with Article V.B.4 of the Plan shall be paid to the Senior Agent by the Midway Liquidating Trustee as a further distribution on account of its Senior Agent Secured Claim. After giving effect to such distributions, any deficiency claim owing on account of the Senior Agent Secured Claim shall be deemed a Class 6, Class 7, Class 8, Class 9, Class 10 and Class 11 Allowed General Unsecured Claim against MGUS, Midway Gold Corp., MDW Pan, MDW Gold Rock LLP, Midway Gold Realty LLC and the No Asset Debtors, respectively.

(c) *Voting:* Class 2 is Impaired. Holders of Claims in Class 2 are entitled to vote on the Plan.

3. Subordinate Agent Secured Claim (Class 3)

(a) *Classification:* Class 3 consists of the Subordinate Agent Secured Claim as a secured claim solely against the Estate of MDW Pan.

(b) *Treatment:* The estimated recovery for Allowed Claims in this Class is 0%. Pursuant to the Subordinate Agent Settlement, the Subordinate Agent shall receive no Distribution on account of the Subordinate Agent Secured Claim as a secured claim against MDW Pan, and shall not be deemed a secured claim against any other Debtor.

(c) *Voting:* Class 3 is Unimpaired. Holders of Claims in Class 3 are deemed to accept the Plan and, therefore, not entitled to vote on the Plan.

4. Mechanic's Lien Claims Against MDW Pan (Class 4)

(a) *Classification:* Class 4 consists of all Allowed secured claims, if any, that are asserted by the Mechanic's Lien Claimants against MDW Pan. For the avoidance of doubt, Class 4 does not include any Claims asserted by either Jacobs or Ledcor.

(b) *Treatment:* Pursuant to the Mechanic's Lien Settlement, the agreed recovery for Allowed Claims in this Class is 77.5% of the amount of the Mechanic's Lien Claimants' original principal claims. Each Claim of a holder of a Mechanic's Lien Claim shall be reduced and Allowed in an amount equal to 77.5% of the original principal amount of such holder's claim. On or as soon as practicable after the Effective Date, the Debtors or the Midway Liquidating Trust shall, in full and final satisfaction of such Allowed Claims, pay the holder of such Allowed Claims the full amount of such Allowed Claims in Cash from the Lien Priority Dispute Reserve.

(c) *Voting:* Class 4 is Unimpaired. Holders of Claims in Class 4 are deemed to have accepted the Plan and, therefore, are not entitled to vote on the Plan.

5. Other Pan Secured Claims (Class 5)

(a) *Classification:* Class 5 consists of Allowed Other Pan Secured Claims.

(b) *Treatment:* The estimated range of recovery for Allowed Claims in this Class, other than the Allowed Class 5 Other Pan Secured Claim granted to Jacobs pursuant to the Jacobs Settlement described in Article IV.A.5 of the Plan, depends upon whether any such Allowed Claims are determined to be senior in priority to the Senior Agent Secured Claim, in which case the estimated recovery is 100%, or junior in priority to the Senior Agent Secured Claim, in which case the estimated recovery for the secured portion of such Allowed Claim is 0%.

Pursuant to the Jacobs Settlement, Jacobs is granted an Allowed Class 5 Other Pan Secured Claim in the amount of \$630,000.00 that is of higher priority than the Senior Agent Secured Claim against MDW Pan, on account of which Jacobs is entitled to receive (i) \$615,000.00 from the Other Pan Secured Claims Reserve, and (ii) subject to the closing of a Tonopah Project Sale, the first \$15,000.00 from the cash proceeds generated from such Tonopah Project Sale. The estimated recovery for this claim is 100%.

On or as soon as practicable after the Initial Distribution Date or any subsequent distribution date occurring after (i) the entry of a Final Order determining that an Other Pan Secured Claim has priority over the Senior Agent Secured Claim or (ii) an agreement among the holder of an Allowed Other Secured Claim, the Senior Agent and the Liquidating Trust, the Midway Liquidating Trust shall, in full and final satisfaction of such Allowed Claim, pay the holder of such Allowed Claim the full amount of such Allowed Claim in Cash from the Other Pan Secured Claims Reserve; *provided, however*, that, notwithstanding the foregoing, (i) the Allowed Class 5 Other Pan Secured Claim granted to Jacobs pursuant to the Jacobs Settlement that is payable from the Other Pan Secured Claims Reserve shall be paid by the Debtors or the Midway Liquidating Trust to

Jacobs on or as soon as practicable after the Effective Date, and (ii) the portion of the Allowed Class 5 Other Pan Secured Claim granted to Jacobs pursuant to the Jacobs Settlement that is payable from the net cash proceeds generated from a Tonopah Project Sale shall be paid from the net cash proceeds of such sale on or as soon as practicable after the later of the Effective Date or five (5) Business Days after the closing of such sale.

In the event that any portion of the secured claim asserted by the holder of an Other Pan Secured Claim is determined by Final Order or agreement among the parties to be of lesser priority than the Senior Agent Secured Claim, the corresponding portion of the Other Pan Secured Claims Reserve shall be distributed to the Senior Agent as a further Distribution on account of the Senior Agent Secured Claim. Furthermore, in the event any portion of the secured claim asserted by the holder of an Other Pan Secured Claim is determined by Final Order to be unsecured, such portion shall be deemed and treated as a Class 8 General Unsecured Claim against MDW Pan.

(c) *Voting:* Class 5 is Unimpaired. Holders of Claims in Class 5 are deemed to accept the Plan and, therefore, not entitled to vote on the Plan. For the purpose of clarity, only holders of Allowed Claims in Class 5 shall receive a Distribution under the Plan.

6. General Unsecured Claims Against Midway Gold US Inc. (Class 6)

(a) *Classification:* Class 6 consists of General Unsecured Claims against the Estate of Midway Gold US Inc.

(b) *Treatment:* The estimated range of recovery for Allowed Claims in this Class is between 10% and 15% and depends on, among other things, whether there are recoveries from the Retained Causes of Action of MGUS. On or as soon as practicable after the Initial Distribution Date or any subsequent distribution date, the Midway Liquidating Trust shall, in full and final satisfaction of such Allowed General Unsecured Claim, (i) pay each holder of an Allowed General Unsecured Claim in this Class, *other than* the Senior Agent and any other Debtor (including, without limitation, Midway Gold Corp. on account of the Intercompany Loan), its Pro Rata share of (a) the MGUS GUC Reserve and (b) the net proceeds generated from the Retained Causes of Action of MGUS, if any; and (ii) pay the Senior Agent on account of its Allowed General Unsecured Claim in this Class the net proceeds generated from the Remaining Assets allocable to MGUS, if any. The prepetition General Unsecured Claims of other Debtors against MGUS will not receive any distribution. Notwithstanding the foregoing or any other provision in the Plan to the contrary, the Subordinate Agent shall receive the agreed treatment provided for in the Subordinate Agent Settlement on account of its Allowed General Unsecured Claim against MGUS.

(c) *Voting:* Class 6 is Impaired. Holders of Claims in Class 6 are entitled to vote to accept or reject the Plan. For the purpose of clarity, only holders of Allowed Claims in Class 6 shall receive a Distribution under the Plan.

7. General Unsecured Claims Against Midway Gold Corp. (Class 7)

(a) *Classification:* Class 7 consists of General Unsecured Claims against the Estate of Midway Gold Corp.

(b) *Treatment:* The estimated range of recovery for Allowed Claims in this Class is between 2% and 3% and depends on, among other things, whether there are recoveries from the Retained Causes of Action of Midway Gold Corp. On or as soon as practicable after the Initial Distribution Date or any subsequent distribution date, the Midway Liquidating Trust shall, in full and final satisfaction of such Allowed General Unsecured Claim, (i) pay each holder of an Allowed General Unsecured Claim in this Class, *other than* the Senior Agent, the Subordinate Agent and any other Debtor, its Pro Rata share of (a) the Non-MGUS Reserve (which reserve is to be shared equally with holders of Allowed General Unsecured Claims against Debtors MDW Pan, MDW Gold Rock LLP, and Midway Gold Realty LLC on a Pro Rata and *pari passu* basis) and (b) the net proceeds generated from the Retained Causes of Action of Midway Gold Corp., if any; and (ii) pay the Senior Agent on account of its Allowed General Unsecured Claim in this Class the net proceeds generated from the Remaining Assets allocable to Midway Gold Corp., if any. The prepetition General Unsecured Claims of other Debtors against Midway Gold Corp. will not receive any distribution.

(c) *Voting:* Class 7 is Impaired. Holders of Claims in this Class are entitled to vote to accept or reject the Plan. For the purpose of clarity, only holders of Allowed Claims in in this Class shall receive a Distribution under the Plan.

8. General Unsecured Claims Against MDW Pan LLP (Class 8)

(a) *Classification:* Class 8 consists of General Unsecured Claims against the Estate of MDW Pan. For the avoidance of doubt, Class 8 includes the unsecured portion of Jacobs' Claim pursuant to the Jacobs Settlement but excludes (i) all Claims asserted by Ledcor, which have been withdrawn and released with prejudice pursuant to the Ledcor Settlement, and (ii) the unsecured portion of any Claims filed by the Mechanic's Lien Claimants, which have been waived pursuant to the Mechanic's Lien Settlement. It also includes all other deficiency claims of secured creditors of MDW Pan, if any.

(b) *Treatment:* The estimated range of recovery for Allowed Claims in this Class is between 2% and 3% and depends on, among other things, whether there are recoveries from the Retained Causes of Action of MDW Pan. On or as soon as practicable after the Initial Distribution Date or any subsequent distribution date, the Midway Liquidating Trust shall, in full and final satisfaction of such Allowed General Unsecured Claim, (i) pay each holder of an Allowed General Unsecured Claim against the Estate of Debtor MDW Pan, *other than* the Senior Agent, the Subordinate Agent and any other Debtor, its Pro Rata share of (a) the Non-MGUS GUC Reserve (which reserve is to be shared equally with holders of Allowed General Unsecured Claims against Debtors Midway Gold Corp., MDW Gold Rock LLP, and Midway Gold Realty LLC on a Pro Rata and *pari passu* basis) and (b) the net proceeds generated from the Retained Causes of Action of MDW Pan, if any; and (ii) pay the Senior Agent on account of its

Allowed General Unsecured Claim in this Class the net proceeds generated from the Remaining Assets allocable to MDW Pan, if any. The prepetition General Unsecured Claims of other Debtors against MDW Pan will not receive any distribution.

For the avoidance of doubt, pursuant to the Leducor Settlement, all Claims filed or otherwise asserted by Leducor in the Chapter 11 Cases are deemed withdrawn and released with prejudice. Accordingly, Leducor is not, and shall not be deemed, a creditor or holder of a Claim for any purpose under the Plan, including for voting and distribution purposes, and shall not receive any Distribution on account of any Claims.

(c) *Voting:* Class 8 is Impaired. Holders of Claims in this Class are entitled to vote to accept or reject the Plan. For the purpose of clarity, only holders of Allowed Claims in in this Class shall receive a Distribution under the Plan.

9. General Unsecured Claims Against MDW Gold Rock LLP (Class 9)

(a) *Classification:* Class 9 consists of General Unsecured Claims against the Estate of MDW Gold Rock LLP.

(b) *Treatment:* The estimated range of recovery for Allowed Claims in this Class is between 2% and 3% and depends on, among other things, whether there are recoveries from the Retained Causes of Action of MDW Gold Rock LLP. On or as soon as practicable after the Initial Distribution Date or any subsequent distribution date, the Midway Liquidating Trust shall, in full and final satisfaction of such Allowed General Unsecured Claim, (i) pay each holder of an Allowed General Unsecured Claim in this Class, *other than* the Senior Agent, the Subordinate Agent and any other Debtor, its Pro Rata share of (a) the Non-MGUS GUC Reserve (which reserve is to be shared equally with holders of Allowed General Unsecured Claims against Debtors Midway Gold Corp., MDW Pan, and Midway Gold Realty LLC on a Pro Rata and *pari passu* basis) and (b) the net proceeds generated from the Retained Causes of Action of MDW Gold Rock LLP, if any; and (ii) pay the Senior Agent on account of its Allowed General Unsecured Claim in this Class the net proceeds generated from the Remaining Assets allocable to MDW Gold Rock LLP, if any. The prepetition General Unsecured Claims of other Debtors against MDW Gold Rock LLP will not receive any distribution.

(c) *Voting:* Class 9 is Impaired. Holders of Claims in this Class are entitled to vote to accept or reject the Plan. For the purpose of clarity, only holders of Allowed Claims in in this Class shall receive a Distribution under the Plan.

10. General Unsecured Claims Against Midway Gold Realty LLC (Class 10)

(a) *Classification:* Class 10 consists of General Unsecured Claims against the Estate of Midway Gold Realty LLC.

(b) *Treatment:* The estimated range of recovery for Allowed Claims in this Class is between 2% and 3% and depends on, among other things, whether there are recoveries from the Retained Causes of Action of Midway Gold Realty LLC. On or as soon as practicable after the Initial Distribution Date or any subsequent distribution date,

the Midway Liquidating Trust shall, in full and final satisfaction of such Allowed General Unsecured Claim, (i) pay each holder of an Allowed General Unsecured Claim in this Class, *other than* the Senior Agent, the Subordinate Agent and any other Debtor, its Pro Rata share of (a) the Non-MGUS GUC Reserve (which reserve is to be shared equally with holders of Allowed General Unsecured Claims of Debtors Midway Gold Corp., MDW Pan, and Midway Gold Rock LLP on a Pro Rata and *pari passu* basis) and (b) the net proceeds generated from the Retained Causes of Action of MDW Gold Realty LLC, if any; and (ii) pay the Senior Agent on account of its Allowed General Unsecured Claim in this Class the net proceeds generated from the Remaining Assets allocable to MDW Gold Realty LLC, if any. The prepetition General Unsecured Claims of other Debtors against MDW Gold Realty LLC will not receive any distribution.

(c) *Voting*: Class 10 is Impaired. Holders of Claims in this Class are entitled to vote to accept or reject the Plan.

11. General Unsecured Claims Against No Asset Debtors (Class 11)

(a) *Classification*: Class 11 consists of General Unsecured Claims against the Estates of the No Asset Debtors.

(b) *Treatment*: The estimated range of recovery for Allowed Claims in this Class is 0.0%. The No Asset Debtors do not have in the aggregate assets having a value in excess of the amount of the Senior Agent Administrative Claim against such Debtors. Accordingly, no assets will remain for holders of Allowed General Unsecured Claims against such Debtors and such holders will not receive a Distribution on account of their Allowed General Unsecured Claims.

(c) *Voting*: Class 11 is Impaired. Holders of Claims in this Class are deemed to reject the Plan.

12. Equity Interests (Class 12)

(a) *Classification*: Class 11 consists of all Equity Interests in any of the Debtors.

(b) *Treatment*: The estimated range of recovery for Allowed Equity Interests in this Class is 0%. Holders of Equity Interests shall neither receive nor retain any property under the Plan.

(c) *Voting*: Class 11 is Impaired. Holders of Equity Interests conclusively are deemed to reject the Plan and, therefore, not entitled to vote on the Plan.

C. *Special Provision Governing Unimpaired Claims*

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Midway Liquidating Trust's right in respect of any Unimpaired Claim, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claim.

D. *Non-Consensual Confirmation*

The Debtors reserve the right to seek confirmation of the Plan under Section 1129(b) of the Bankruptcy Code. To the extent that any Class votes to reject the Plan, the Debtors further reserve the right to modify the Plan in accordance with ARTICLE XI.B.

E. *No Distributions to Senior Agent or Other Debtors from the Retained Causes of Action or Proceeds Thereof*

Notwithstanding anything in the Plan to the contrary, no portion of the net proceeds generated from the liquidation of the Retained Causes of Action of a particular Debtor shall be distributed on account of any Allowed General Unsecured Claim held by the Senior Agent or any other Debtor.

F. *Distributions to Midway Gold Corp. on Account of the Intercompany Loan Facility Agreement*

Notwithstanding anything in the Plan to the contrary, any Distributions which Midway Gold Corp. is entitled to receive under the Plan on account of the Intercompany Loan shall be paid to the Senior Agent pursuant to Section 2.06 of the Guaranty (as defined in the Cash Collateral Order) until the Senior Agent receives payment in full of all amounts owed to the Senior Agent in respect of the Senior Obligations and the Senior Agent Secured Claim, after which any such distributions which Midway Gold Corp. is entitled to receive under the Plan on account of the Intercompany Loan shall be paid to and retained by Midway Gold Corp; *provided, however,* that the Midway Liquidating Trust shall (i) withhold from any such Distribution to the Senior Agent an amount sufficient to pay any Allowed administrative expense claims owing by Midway Gold Corp., including, without limitation, Allowed intercompany administrative claims, and (ii) pay such amount to Midway Gold Corp. or set-off such amount against Allowed intercompany administrative claims owing by Midway Gold Corp. to MGUS, if any, in each case in accordance with the terms of the Plan.

G. *No Interference with Intercreditor Agreements*

Except as expressly provided in the Subordinate Agent Settlement, nothing in this Plan is intended or shall be deemed to modify or alter the rights of any party relative to any other party under any intercreditor, subordination, or similar agreement governing their relative rights and priorities with respect to the Debtors or their assets.

H. *Allocation of Distributions to Principal and Interest*

The value of any Distributions received by holders of Allowed Claims in satisfaction of interest-bearing obligations shall be allocated first to the full satisfaction of the principal of such interest-bearing obligations and second in satisfaction of any accrued and unpaid interest.

ARTICLE IV

MEANS FOR IMPLEMENTATION OF THE PLAN

A. *Settlements with the Senior Agent, the Subordinate Agent, the Committee, Ledcor, Jacobs and the Mechanic's Lien Claimants*

Following extensive good faith settlement negotiations, the Debtors, the Senior Agent, the Subordinate Agent, and the Committee have reached the following agreements in full and final settlement of all disputes among them including, among other things, (i) the secured and administrative claims asserted by the Senior Agent against MDW Pan, (ii) the allocation of the purchase price of the GRP Sale, (iii) the treatment of the Subordinate Agent Secured Claim and the General Unsecured Claims of the Subordinate Agent, (iv) the impact of the dismissal of the EPC Adversary Proceeding and (v) the availability of assets for the benefit of general unsecured creditors of MDW Pan, Midway Gold Corp., MDW Gold Rock LLP, Midway Gold Realty LLC, and MGUS.

In addition, (i) the Debtors, the Committee, the Senior Agent, the Subordinate Agent, GRP Minerals and Ledcor have reached the agreement described below in full and final satisfaction of all Claims that Ledcor has or could have asserted against any of the Debtors in the Chapter 11 Cases and all counterclaims and crossclaims asserted by such parties in or in connection with the EPC Adversary Proceeding, the Chapter 11 Cases, or that otherwise arise out of or relate to work performed on or in connection with the Debtors' Pan project, (ii) the Debtors, the Committee, the Senior Agent, the Subordinate Agent and Jacobs have reached the agreement described below in full and final satisfaction of all Claims that Jacobs has or could have asserted against any of the Debtors in the Chapter 11 Cases and all counterclaims and crossclaims asserted by such parties in or in connection with the EPC Adversary Proceeding, the Chapter 11 Cases, or that otherwise arise out of or relate to work performed on or in connection with the Debtors' Pan project and (iii) the Debtors, the Committee, the Senior Agent, the Subordinate Agent and each Mechanic's Lien Claimant have reached the agreement described below in full and final satisfaction of all Claims that the Mechanic's Lien Claimants have or could have asserted against any of the Debtors in the Chapter 11 Cases and all counterclaims and crossclaims asserted by such parties in or in connection with the EPC Adversary Proceeding, the Lien Priority Dispute, the Chapter 11 Cases, or that otherwise arise out of or relate to work performed on or in connection with the Debtors' Pan project.

1. The CBA Settlement

Following good faith negotiations, in exchange for the releases and other valuable consideration provided herein, the Senior Agent has agreed (i) to accept the treatment provided in this Plan in full and final satisfaction of the Senior Agent Administrative Claim, the Senior Agent Secured Claims, and all other Claims on account of the Senior Obligations or otherwise owed to any of the Senior Secured Parties that may exist; (ii) to voluntarily fund the Non-MGUS GUC Reserve from amounts otherwise payable to the Senior Agent for the sole benefit of holders of Allowed General Unsecured Claims in Classes 7 – 10 of the Plan against Midway Gold Corp., MDW Pan, MDW Gold Rock LLP, and Midway Gold Realty LLC (other than such Claims that are held by the Senior Secured Parties, the Subordinate Secured Parties, other

Debtors, and the Mechanic's Lien Claimants); (iii) to voluntarily fund the MGUS GUC Reserve from amounts otherwise payable to the Senior Agent for the sole benefit of holders of Allowed General Unsecured Claims against MGUS (other than such Claims that are held by the Senior Secured Parties, the Subordinate Secured Parties, other Debtors, and the Mechanic's Lien Claimants); (iv) to the establishment of the Lien Priority Dispute Reserve and the Other Pan Secured Claims Reserve; (v) to fully fund the amounts that are or will become due under the Carve-Out (to the extent required by the Cash Collateral Order) pursuant to the Professional Compensation Claims Reserve (which reserve constitutes an estimated amount only and not a cap or an agreement to cap Allowed Professional Compensation Claims) and the amounts necessary to wind-down the Debtors' Estates in an orderly fashion in accordance with the Wind-Down Budget; (vi) to the terms of the Subordinate Agent Settlement; (vii) to provide the releases set forth herein; and (viii) to support confirmation of the Plan.

With respect to the establishment and funding of the Non-MGUS GUC Reserve, such reserve was negotiated and agreed upon based, in part, on the fact that, absent an agreement with the Senior Agent, the Senior Agent Administrative Claim would consume all available assets at each of Debtors MDW Pan, Midway Gold Corp., MDW Gold Rock LLP, and Midway Gold Realty LLC and there would be no distribution at all to the general unsecured creditors of such Debtors. As a result of the foregoing settlement, however, the general unsecured creditors of such Debtors will receive their Pro Rata share of the Non-MGUS GUC Reserve.

Among other things, the foregoing settlement resolves significant disputes, including, among other things, disputes with respect to (i) the amount of the Senior Agent Administrative Claim under the Cash Collateral Order and (ii) the allocation of the GRP Sale Proceeds. As such, this settlement provides significant value to the Debtors' Estates, favorably resolves and avoids potential significant litigation, and enables the prompt and efficient wind-down of the Debtors' Estates.

The Plan shall serve as a motion to approve this settlement under Rule 9019 of the Bankruptcy Rules and the entry of the Confirmation Order shall constitute an order approving the settlement.

2. The Committee Settlement

Following good faith negotiations, in exchange for the valuable consideration provided herein, the Committee has agreed to (a) the treatment provided to the Senior Agent hereunder on account of the Senior Agent Administrative Claim and the Senior Agent Secured Claim, (b) the Subordinate Agent Settlement providing for the treatment provided to the Subordinate Agent hereunder on account of the Subordinate Agent Secured Claim and its General Unsecured Claims, (c) the funding of the Non-MGUS GUC Reserve and the MGUS GUC Reserve, (d) the releases set forth herein, and (e) support confirmation of the Plan.

Among other things, the foregoing settlement resolves significant disputes, including, among other things, disputes with respect to (i) the amount of the Senior Agent Administrative Claim under the Cash Collateral Order, (ii) the validity and characterization of the Intercompany Loan, (iii) the amount and validity of the Claims of the Subordinate Agent, and (iv) the allocation of the GRP Sale Proceeds. As such, this settlement provides significant value to the

Debtors' Estates, favorably resolves and avoids potential significant litigation, and enables the prompt and efficient wind-down of the Debtors' Estates.

The Plan shall serve as a motion to approve this settlement under Rule 9019 of the Bankruptcy Rules and the entry of the Confirmation Order shall constitute an order approving the settlement.

3. The Subordinate Agent Settlement

Following good faith negotiations, in exchange for the valuable consideration provided herein, the Senior Agent, the Subordinate Agent, the Debtors and the Committee have agreed to the following treatment for the Subordinate Agent Secured Claim in exchange for, among other things, the agreement of the Subordinate Agent and the other Subordinate Secured Parties to support confirmation of the Plan:

- The Subordinate Agent shall not receive any Distribution on account of the Subordinate Agent Secured Claim.
- The Subordinate Agent shall receive a \$200,000 Distribution as its full and final Pro Rata share of the MGUS GUC Reserve on account of its Class 6 Allowed General Unsecured Claim against MGUS. The Subordinate Agent shall receive no Distribution on account of its Class 7, Class 8, Class 9, and Class 10 Allowed General Unsecured Claims against Midway Gold Corp., MDW Pan, MDW Gold Rock LLP, and Midway Gold Realty LLC, respectively; provided, however, that no Distributions shall be made from the MGUS GUC Reserve or the Non-MGUS GUC Reserve unless and until all Allowed Administrative Claims, Priority Tax Claims and Priority Non-Tax Claims are paid in full as required by the Plan.
- The first \$1,000,000 of net proceeds, if any, generated from the Retained Causes of Action of each Debtor shall be shared Pro Rata on a *pari passu* basis among all holders of Allowed General Unsecured Claims against that Debtor other than the Subordinate Agent. The net proceeds in excess of the first \$1,000,000, if any, generated from the Retained Causes of Action of each Debtor shall be shared Pro Rata on a *pari passu* basis among all holders of Allowed General Unsecured Claims against that Debtor including the Subordinate Agent, and the Subordinate Agent shall be deemed to have an Allowed General Unsecured Claim in the amount of \$4 million against each Debtor for purposes of sharing on a Pro Rata and *pari passu* basis in such net proceeds.
- Any (i) proofs of claim, including, without limitation, the Subordinate Agent Proofs of Claim, filed by or on behalf of the Subordinate Agent against any Debtor, (ii) debts that have been scheduled in favor of the Subordinate Agent by any Debtor, and (iii) claims previously Allowed by any order of the Bankruptcy Court, including, without limitation, the Cash Collateral Order, against any Debtor, are hereby disallowed and expunged with prejudice.

Among other things, the foregoing settlement resolves significant disputes, including, among other things, disputes with respect to the amount, validity and treatment of the Subordinate Agent Secured Claim and the General Unsecured Claims of the Subordinate Agent. As such, this settlement provides significant value to the Debtors' Estates, favorably resolves and avoids potential significant litigation, and enables the prompt and efficient wind-down of the Debtors' Estates.

The Plan shall serve as a motion to approve this settlement under Rule 9019 of the Bankruptcy Rules and the entry of the Confirmation Order shall constitute an order approving the settlement.

4. The Ledcor Settlement

Following good faith negotiations, in exchange for the valuable consideration provided herein, the Debtors, the Senior Agent, the Subordinate Agent, the Committee, Ledcor and GRP Minerals have agreed, in full and final settlement and satisfaction of (i) all Claims that have or could have been asserted by Ledcor against any of the Debtors (or any of the Debtors' current and former officers, directors, and management), including, without limitation, the Ledcor Proof of Claim, (ii) all Avoidance Actions that could have been asserted against Ledcor by or on behalf of the Debtors or any of their respective bankruptcy estates, (iii) all Avoidance Actions that could have been asserted against Ledcor by or on behalf of GRP Minerals as part of the Transferred Causes of Action, and (iv) all claims, counterclaims, and crossclaims that have or could have been asserted by or against Ledcor in the EPC Adversary Proceeding, and in exchange for, among other things, the agreement of Ledcor to support confirmation of the Plan, as follows:

- Ledcor agrees that any and all Claims of any nature against any of the Debtors that have or could have been asserted in or in connection with the Chapter 11 Cases, including, without limitation, the Ledcor Proof of Claim, are hereby deemed withdrawn and forever waived and released with prejudice. Ledcor shall not be deemed a creditor for any purpose under the Plan or otherwise in connection with the Chapter 11 Cases, including voting and Distribution purposes, and shall receive no Distribution of any kind from the Debtors or the Liquidating Trust under the Plan.
- Any and all claims of the Debtors and their respective bankruptcy estates against Ledcor, including any Avoidance Actions, and any such claims as part of the Transferred Causes of Action that GRP Minerals may have against Ledcor that were acquired by GRP Minerals through the GRP Sale, are deemed forever waived and released with prejudice.
- Ledcor may continue to pursue its claims against any third party other than the Debtors (including current and former officers, directors, and management of the Debtors), the Committee, the Senior Agent, the Subordinate Agent and GRP Minerals (collectively, the "Ledcor Released Parties") in the Nevada Action, including foreclosure rights, all such rights being expressly reserved and preserved (collectively, the "Nevada Action Reservation of Rights").

- Subject to the Nevada Action Reservation of Rights, Leducor agrees that the assets, rights and interests included within the GRP Purchased Assets that GRP Minerals acquired from the Debtors in the GRP Sale, including leases related to Pan, are not subject to any claims or interests of Leducor.
- On the Effective Date, subject to the Nevada Action Reservation of Rights, (i) all claims, causes of action, rights and remedies that have or could have been asserted by Leducor solely as against any of the Leducor Released Parties, or any combination thereof, in or in connection with the EPC Adversary Proceeding, the Chapter 11 Cases, or that otherwise arise out of or relate to work performed on or in connection with the Debtors' Pan project, and (ii) all claims, causes of action, rights and remedies that have or could have been asserted by any of the Leducor Released Parties against Leducor in or in connection with the EPC Adversary Proceeding, the Chapter 11 Cases, or that otherwise arise out of or relate to work performed on or in connection with the Debtors' Pan project, shall be deemed fully and finally resolved and settled and irrevocably and unconditionally forever waived and released by the respective parties.
- Leducor withdraws all opposition to the Plan and supports the Plan's prompt confirmation.

Among other things, the foregoing Leducor Settlement resolves significant disputes, including, among other things, disputes with respect to the Leducor Proof of Claim and Leducor's opposition to the Plan. As such, the Leducor Settlement provides significant value to the Debtors' Estates, favorably resolves and avoids potential significant litigation, and enables the prompt and efficient wind-down of the Debtors' Estates.

The Plan shall serve as a motion to approve the Leducor Settlement under Rule 9019 of the Bankruptcy Rules and the entry of the Confirmation Order shall constitute an order approving the Leducor Settlement.

5. The Jacobs Settlement

Following good faith negotiations, in exchange for the valuable consideration provided herein, the Debtors, the Senior Agent, the Subordinate Agent, the Committee and Jacobs have agreed, in full and final settlement and satisfaction of (i) all Claims that have or could have been asserted by Jacobs against any of the Debtors (or any of the Debtors' current and former officers, directors, and management), including, without limitation, the Jacobs Proofs of Claim, (ii) all Avoidance Actions that could have been asserted against Jacobs by or on behalf of the Debtors or any of their respective bankruptcy estates, and (iii) all claims, counterclaims, and crossclaims that have or could have been asserted by or against Jacobs in the EPC Adversary Proceeding, and in exchange for, among other things, the agreement of Jacobs to support confirmation of the Plan, as follows:

- Jacobs shall receive an Allowed Claim in Class 5 (Other Pan Secured Claims) in the amount of \$630,000.00, which Allowed Claim shall be deemed senior in priority to the Senior Agent Secured Claim. In satisfaction of such claim, (i)

Jacobs will be paid \$615,000.00 from the Other Pan Secured Claims Reserve in accordance with Article V.B.4 of the Plan, and (ii) Jacobs shall receive the first \$15,000.00 of the net cash proceeds generated from a Tonopah Project Sale, otherwise payable to the Senior Agent on account of the Senior Agent Administrative Claim. If, however, a Tonopah Project Sale fails to close or the net cash proceeds of such sale are less than \$15,000.00, the amount of Jacob's Allowed Other Pan Secured Claim will be reduced by the difference between \$15,000.00 and the amount of net cash proceeds of such Tonopah Project Sale, and the amount of such difference will be added to Jacobs' Allowed Class 8 General Unsecured Claim against MDW Pan LLP.

- Jacobs shall receive an Allowed Claim in Class 8 (General Unsecured Claims Against MDW Pan LLP) in the amount of \$5,288,287 (subject to increase in the event a Tonopah Project Sale fails to close or otherwise generates less than \$15,000.00, as described in the immediately preceding bullet).
- All other Jacobs Proofs of Claim are hereby deemed withdrawn with prejudice, and the Confirmation Order shall be deemed to fully and finally resolve the pending Jacobs Claim Objection.
- Any and all claims of the Debtors and their respective bankruptcy estates against Jacobs, including any Avoidance Actions, are deemed forever waived and released with prejudice.
- On the Effective Date, (i) all claims, causes of action, rights and remedies that have or could have been asserted by Jacobs solely as against the Debtors (including current and former officers, directors, and management of the Debtors), the Committee, the Senior Agent and the Subordinate Agent (collectively, the "Jacobs Released Parties"), or any combination thereof, in or in connection with the EPC Adversary Proceeding, the Chapter 11 Cases, or that otherwise arise out of or relate to work performed on or in connection with the Debtors' Pan project, and (ii) all claims, causes of action, rights and remedies that have or could have been asserted by any of the Jacobs Released Parties against Jacobs in or in connection with the EPC Adversary Proceeding, the Chapter 11 Cases, or that otherwise arise out of or relate to work performed on or in connection with the Debtors' Pan project, shall be deemed fully and finally resolved and settled and irrevocably and unconditionally forever waived and released by the respective parties. Notwithstanding the foregoing, Jacobs may pursue any claims it may have in connection with the work it performed relative to the Debtors' Pan project against any non-Debtor entity or individual (other than the Jacobs Released Parties), including, but not limited to, Nevada Royalty Corp., Newark Valley Mining Corp., Orion Royalty Company, LLC, and the current owner of the 429 unpatented mining claims that were leased by Nevada Royalty Corp. to MDW Pan, which lease was later assigned to GRP Minerals. Jacobs may pursue such claims, if any, in the Nevada Action or otherwise, including any foreclosure rights, all such rights being expressly reserved and preserved.

- Jacobs agrees to affirmatively support confirmation of the Plan and not oppose the Plan and waives all objections that it may have with respect to the Plan.

Among other things, the foregoing Jacobs Settlement resolves significant disputes, including, among other things, disputes with respect to the Jacobs Proofs of Claim and Jacobs’s opposition to the Plan. As such, the Jacobs Settlement provides significant value to the Debtors’ Estates, favorably resolves and avoids potential significant litigation, and enables the prompt and efficient wind-down of the Debtors’ Estates.

The Plan shall serve as a motion to approve the Jacobs Settlement under Rule 9019 of the Bankruptcy Rules and the entry of the Confirmation Order shall constitute an order approving the Jacobs Settlement.

6. The Mechanic’s Lien Settlement

Following good faith negotiations, in exchange for the valuable consideration provided herein, the Debtors, the Senior Agent, the Subordinate Agent, the Committee and the Mechanic’s Lien Claimants have agreed, in full and final settlement and satisfaction of all prepetition and postpetition Claims that have or could have been asserted by any Mechanic’s Lien Claimant against any of the Debtors in any of the Chapter 11 Cases, including, without limitation, (i) the EPC Proofs of Claim, (ii) the Golder Associates Proofs of Claim, (iii) the Gustavson Proofs of Claim, (iv) the Roscoe Moss Proofs of Claim, (v) the Sure Steel Proofs of Claim, (vi) all debts that may have been scheduled by any Debtor in favor of any Mechanic’s Lien Claimant, and (vii) all mechanic’s lien claims and rights asserted or that could have been asserted against MDW Pan, MGUS or otherwise with respect to the work that any Mechanic’s Lien Claimant performed in connection with the Pan project, as follows:

- Each Mechanic’s Lien Claimant is hereby granted an Allowed Class 4 Mechanic’s Lien Claim, not subject to further objection by the Debtors, in the following amounts (in each case, representing a 77.5% recovery on the full amount of each Mechanic’s Lien Claimant’s asserted Class 4 Mechanic’s Lien Claim, without any accrued interest or attorney’s fees and costs), which shall be paid by the Debtors or the Liquidating Trustee, as applicable, on the Effective Date or as soon as practicable thereafter from the funds held in the Lien Priority Dispute Reserve:

Mechanic’s Lien Claimant	Allowed Class 4 Mechanic’s Lien Claim Amount
EPC	\$348,244.76
Golder Associates	\$437,003.47
Gustavson	\$198,314.06
Roscoe Moss	\$102,663.85

Sure Steel	\$163,473.08
TOTAL:	\$1,249,699.22

- Each Mechanic’s Lien Claimant hereby waives any and all (i) unsecured deficiency Claims it may have against any Debtor, (ii) postpetition administrative claims it may have against any Debtor for any other amounts payable on account of its asserted Claims (including, without limitation, attorneys’ fees, interest and other costs and expenses), and (iii) other Claims and rights it may have or could assert under any mechanic’s lien statute or similar laws with respect to work performed in connection with the Pan project; provided, however, that each Mechanic’s Lien Claimant shall retain all rights, remedies, and claims (including, but not limited to, the right to recover the remaining twenty-two and a half percent (22.5%) of its claim plus attorneys’ fees, costs and expenses) it may have against Nevada Royalty Corp., Newark Valley Mining Corp., Orion Royalty Company, LLC, the current owner of the 429 unpatented mining claims that were leased by Nevada Royalty Corp. to MDW Pan, which lease was later assigned to GRP Minerals, and any other non-debtor entity or individual (other than (i) current and former officers, directors, and management of the Debtors, (ii) the Senior Agent and (iii) the Subordinate Agent).
- The Senior Agent shall receive the following amounts, as a further distribution on account of the Senior Agent Secured Claim, on the Effective Date or as soon as practicable thereafter from the Lien Priority Dispute Reserve on account of the 22.5% of each Mechanic’s Lien Claimant’s asserted Class 4 Mechanic’s Lien Claim:

Mechanic’s Lien Claimant	Amount to be Released to the Senior Agent from the Lien Priority Dispute Reserve
EPC	\$101,103.32
Golder Associates	\$126,871.97
Gustavson	\$57,575.05
Roscoe Moss	\$29,805.64
Sure Steel	\$47,459.93
TOTAL:	\$363,815.91

- In exchange for and as a condition of receiving the foregoing treatment, each Mechanic's Lien Claimant agrees to affirmatively support confirmation of the Plan and not oppose the Plan and waives all objections that it may have with respect to the Plan.
- Effective upon receiving the foregoing Distributions on account of its Allowed Class 4 Mechanic's Lien Claim, all claims, causes of action, rights and remedies that have or could have been asserted by any Mechanic's Lien Claimant solely as against any of the Debtors (including current and former officers, directors, and management of the Debtors), the Senior Agent, and/or HCP, or any combination thereof, in or in connection with the EPC Adversary Proceeding, these Chapter 11 Cases, or that otherwise arise out of or relate to work performed on or in connection with the Debtors' Pan project, are hereby deemed fully and finally resolved and settled and are irrevocably and unconditionally forever waived and released by each Mechanic's Lien Claimant. The foregoing is in addition to and supplements the releases generally provided for under Article IX of the Plan.
- Any and all claims of the Debtors and their respective bankruptcy estates against each Mechanic's Lien Claimant, including any Avoidance Actions, are deemed forever waived and released with prejudice.

Among other things, the foregoing Mechanic's Lien Settlement resolves significant disputes, including, among others, the Lien Priority Dispute. As such, the Mechanic's Lien Settlement provides significant value to the Debtors' Estates, favorably resolves and avoids potential significant litigation, and enables the prompt and efficient wind-down of the Debtors' Estates.

The Plan shall serve as a motion to approve the Mechanic's Lien Settlement under Rule 9019 of the Bankruptcy Rules and the entry of the Confirmation Order shall constitute an order approving the Mechanic's Lien Settlement.

B. *Allocation of Purchase Price for GRP Sale*

The GRP Sale Order approved the GRP Sale to GRP Minerals. However, the GRP Sale Order did not address the allocation of the approximate net purchase price of \$4,332,000 paid by GRP Minerals for the GRP Purchased Assets among the various Debtors whose assets were sold as part of the GRP Sale. The Debtors, with the advice of their professionals and in consultation with the Committee and the Senior Agent, have determined that the net GRP Sale Proceeds shall be allocated for all purposes under this Plan as follows:

MDW Gold Rock LLP: \$2,228,000

Golden Eagle Holdings: \$1,158,000

MDW Pan: \$946,000

Based upon the evidence presented at the confirmation hearing and the record of these Chapter 11 Cases, the entry of the Confirmation Order shall constitute an order approving this allocation of the net GRP Sale Proceeds.

C. *Appointment of the Liquidating Trustee and the Liquidating Trust Committee*

1. On or prior to ten (10) Business Days before the Confirmation Date, the Committee shall determine, and the Debtors shall file a notice with the Bankruptcy Court identifying, the initial Liquidating Trustee and the initial members of the Liquidating Trust Committee. Such notice shall also provide information regarding the qualifications and compensation of the Liquidating Trustee. The Liquidating Trust Committee shall be comprised of at least three (3) general unsecured creditors of the Debtors. The Liquidating Trustee shall serve at the direction of the Liquidating Trust Committee and in accordance with the Liquidating Trust Agreement and the Plan, provided, however, the Liquidating Trust Committee may not direct the Liquidating Trustee or the members of the Liquidating Trust Committee to act inconsistently with their duties under the Liquidating Trust Agreement and the Plan. The Liquidating Trust Committee may terminate the Liquidating Trustee at any time in accordance with the provisions of the Liquidating Trust Agreement.

D. *The Midway Liquidating Trust*

1. Formation of the Midway Liquidating Trust

On the Effective Date, the Midway Liquidating Trust shall be established pursuant to the Liquidating Trust Agreement for the purpose of, inter alia, (a) administering the Liquidating Trust Fund, (b) resolving all Disputed Claims, (c) pursuing the Retained Causes of Action, (d) selling, transferring or otherwise disposing of the Remaining Assets, and (e) making all Distributions to the Beneficiaries provided for under the Plan, and, except as provided in the Plan, for all other purposes related to the administration of the Plan. The Midway Liquidating Trust is intended to qualify as a liquidating trust pursuant to United States Treasury Regulation Section 301.7701-4(d).

2. Funding of the Midway Liquidating Trust

On the Effective Date, the Liquidating Trust Fund shall vest automatically in the Midway Liquidating Trust. The Plan shall be considered a motion pursuant to Sections 105, 363 and 365 of the Bankruptcy Code for approval of the Midway Liquidating Trust, execution of the Liquidating Trust Agreement and the authority of the Liquidating Trustee to act on behalf of the Midway Liquidating Trust. The transfer of the Liquidating Trust Fund to the Midway Liquidating Trust shall be made for the benefit and on behalf of the Beneficiaries. The assets comprising the Liquidating Trust Fund will be treated for tax purposes as being transferred by the Debtors to the Beneficiaries pursuant to the Plan in exchange for their Allowed Claims and then by the Beneficiaries to the Midway Liquidating Trust in exchange for the beneficial interests in the Midway Liquidating Trust. The Beneficiaries shall be treated as the grantors and owners of the Midway Liquidating Trust. Upon the transfer of the Liquidating Trust Fund, the Midway Liquidating Trust shall succeed to all of the Debtors' rights, title and interest in the

Liquidating Trust Fund, and the Debtors will have no further interest in or with respect to the Liquidating Trust Fund.

The Liquidating Trust Assets are comprised of the separate assets of each of the Debtors. Upon being transferred to the Liquidating Trust as part of the Liquidating Trust Fund, the assets and liabilities of each Debtor shall be kept separate from the assets and liabilities of each of the other Debtors. Except for the Non-MGUS GUC Reserve, the assets of each Debtor shall be held for the sole benefit of the creditors holding Allowed Claims against such Debtor and shall not be used to satisfy Allowed Claims of any other Debtor, provided, however, that the fees and expenses of professionals retained by the Midway Liquidating Trust may be paid without regard to the separation of assets and liabilities. The Liquidating Trust is not required to physically segregate the assets of each Debtor, but must separately account for the separate assets and liabilities of each Debtor.

Except to the extent definitive guidance from the IRS or a court of competent jurisdiction (including the issuance of applicable Treasury Regulations or the receipt by the Liquidation Trustee of a private letter ruling if the Liquidating Trustee so requests one) indicates that such valuation is not necessary to maintain the treatment of the Liquidation Trust as a liquidating trust for purposes of the Internal Revenue Code and applicable Treasury Regulations, as soon as possible after the Effective Date, but in no event later than sixty (60) days thereafter, (i) the Liquidating Trustee shall make a good faith valuation of the Liquidation Trust Assets, and (ii) the Liquidating Trustee shall establish appropriate means to apprise the Beneficiaries of such valuation. The valuation shall be used consistently by all parties (including, without limitation, the Debtors, the Midway Liquidating Trust, the Beneficiaries and the Liquidating Trust Committee) for all federal income tax purposes. The Liquidating Trustee also shall file (or cause to be filed) any other statements, returns, or disclosures relating to the Liquidating Trust that are required by any Governmental Unit.

3. Taxation of the Midway Liquidating Trust

Within a reasonable period of time after the end of each taxable year or other relevant period, the Midway Liquidating Trust will allocate the taxable income, gain, loss, deduction or credit arising from the Midway Liquidating Trust to each individual or entity that was a Beneficiary during the taxable year or other relevant period, and, in accordance with the Internal Revenue Code and applicable Treasury Regulations, shall notify each such Beneficiary via a separate written statement of such Beneficiary's share of taxable income, gain, loss, deduction or credit arising from the Midway Liquidating Trust for such taxable year or other relevant period. The written statement sent to each Beneficiary shall instruct such Beneficiary to report all such tax items arising from the Midway Liquidating Trust on its own tax returns, and shall inform such Beneficiary that the Beneficiary shall be required to pay any tax resulting from such Midway Liquidating Trust tax items being allocated to such Beneficiary.

E. *Rights and Powers of the Liquidating Trustee*

The Liquidating Trustee shall be deemed the representative for each of the Debtor's Estates in accordance with Section 1123 of the Bankruptcy Code and shall have all the rights and powers set forth in the Liquidating Trust Agreement, including, without limitation, the powers of

a trustee under Sections 704 and 1106 of the Bankruptcy Code and Rule 2004 of the Bankruptcy Rules to act on behalf of the Midway Liquidating Trust, including without limitation, the right to (1) effect all actions and execute all agreements, instruments and other documents necessary to implement the provisions of the Plan and the Liquidating Trust Agreement; (2) sell, liquidate, or otherwise dispose of the assets transferred to the Liquidating Trust Fund (including the Remaining Assets) on the Effective Date; (3) prosecute, settle, abandon or compromise any Retained Causes of Action; (4) make Distributions as contemplated hereby, (5) establish and administer any necessary reserves for Disputed Claims that may be required; (6) object to the Disputed Claims and prosecute, settle, compromise, withdraw or resolve such objections; and (7) employ and compensate professionals and other agents, provided, however, that any such compensation shall be made only out of the Liquidating Trust Fund without regard to the separateness of assets and liabilities related to each Debtor, to the extent not inconsistent with the status of the Midway Liquidating Trust as a liquidating trust within the meaning of Treas. Reg. § 301.7701-4(d) for federal income tax purposes. For the avoidance of doubt, the Liquidating Trustee shall be bound by all provisions of the Cash Collateral Order, including all stipulations made and releases given by the Debtors on behalf of the Estates therein.

F. *Fees and Expenses of the Midway Liquidating Trust*

Except as otherwise ordered by the Bankruptcy Court, the Liquidating Trust Expenses on or after the Effective Date shall be paid in accordance with the Midway Liquidating Trust Agreement without further order of the Bankruptcy Court.

G. *Semi-Annual Reports to Be Filed by the Midway Liquidating Trust*

The Midway Liquidating Trust shall file (i) semi-annual reports with the Bankruptcy Court regarding the liquidation or other administration of property comprising the Liquidating Trust Fund, the Distributions made by it and other matters required to be included in such report in accordance with the Liquidating Trust Agreement, and (ii) quarterly post-confirmation reports required by the Bankruptcy Court. In addition, the Midway Liquidating Trust will file tax returns as a grantor trust pursuant to United States Treasury Regulation Section 1.671-4(a).

H. *Directors/Officers/Equity/Assets of the Debtors on the Effective Date*

1. On the Effective Date, the authority, power and incumbency of the persons then acting as directors and officers of the Debtors shall be terminated and such directors and officers shall be deemed to have resigned or to have been removed without cause.

2. On the Effective Date, (i) all of the Debtors shall be deemed to have been liquidated, (ii) except to the extent otherwise provided herein, all the then Equity Interests in the Debtors (including, without limitation, all notes, stock, instruments, certificates and other documents evidencing such Equity Interests) shall be deemed automatically cancelled and extinguished, and shall be of no further force or effect, whether surrendered for cancellation or otherwise, and without any further action by the Bankruptcy Court or any other Entity or under any applicable agreement, law, regulation or rule, and (iii) all obligations of the Debtors thereunder or in any way related thereto, including, without limitation, any obligation of the Debtors to pay any franchise or similar taxes on account of such Equity Interests and any

obligation of the Debtors under any indenture relating to any of the foregoing, shall be discharged.

3. Notwithstanding the foregoing, as soon as practicable on or after the Effective Date, the Debtors or the Midway Liquidating Trust shall: (a) file, a certificate of dissolution or such similar document, together with all other necessary corporate documents, to effect the dissolution of each Debtor under the applicable laws of its state of incorporation or domicile; (b) complete and file final federal, state and local tax returns on behalf of each Debtor, and pursuant to Section 505(b) of the Bankruptcy Code, request an expedited determination of any unpaid tax liability of each Debtor or its Estate for any tax incurred during the administration of such Debtor's Chapter 11 Case, as determined under applicable tax laws; and (c) make all necessary filings in the Canadian Court to obtain recognition of the Confirmation Order and the Plan and provide for the dissolution of the Debtors that are Canadian entities as may be necessary or appropriate. Following such actions and upon the filing by the Midway Liquidating Trust on behalf of the Debtors of a certification to that effect with the Bankruptcy Court, the Debtors shall be dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of each of the Debtors or payments, including, without limitation, the payment of any franchise or similar taxes to the state or commonwealth of incorporation or organization of such Entity, to be made in connection therewith. The filing by the Midway Liquidating Trust of each Debtor's certificate of dissolution shall be authorized and approved in all respects without further action under applicable law, regulation, order or rule, including, without limitation, any action by the stockholders, the board of directors, or managing members of each such Debtor.

4. On the Effective Date, each Debtor shall assign, transfer and distribute to the Midway Liquidating Trust the Liquidating Trust Assets, including all of the Debtors' books and records. For purposes of this Article, books and records include computer generated or computer maintained books and records and computer data, as well as electronically generated or maintained books and records or data, along with books and records of any Debtor maintained by or in the possession of third parties, wherever located.

I. *Operations of the Debtors Between the Confirmation Date and the Effective Date*

The Debtors shall continue to operate as Debtors in Possession during the period from the Confirmation Date through and until the Effective Date.

J. *Establishment of the Administrative Bar Date*

1. The Plan establishes the Administrative Bar Date, which was approved by the Bankruptcy Court pursuant to the Confirmation Order.

2. Except as otherwise provided in ARTICLE IVJ.4 hereof, on or before the Administrative Bar Date, each holder of an unpaid Administrative Claim shall file with the Bankruptcy Court a request for payment of Administrative Claim. If represented by counsel, the request for payment of Administrative Claim must be filed electronically using the Bankruptcy Court's ECF System. If not represented by counsel, the request for payment Administrative Claim may be filed no later than the Administrative Bar Date directly with the Office of the Clerk at the United States Bankruptcy Court for the District of Colorado, 721 19th Street, Denver,

Colorado 80202. Any request for payment of Administrative Claim not filed in this manner, including any requests sent to the Debtors, counsel to the Debtors, the Liquidating Trust Committee, or counsel to the Liquidating Trust Committee, will not be deemed a properly filed Administrative Claim and will be disallowed and forever barred in its entirety.

3. The request for payment of an Administrative Claim will be timely Filed only if it is actually received by the Bankruptcy Court by 5:00 p.m., Mountain Time, on the Administrative Bar Date.

4. Notwithstanding anything in this ARTICLE IVJ.2 of the Plan, (i) Professionals shall not be required to file a request for payment of any Administrative Claim on or before the Administrative Bar Date for Professional Compensation as such Professionals will instead file final fee applications as required by the Bankruptcy Code, Bankruptcy Rules and the Confirmation Order. In addition, the Senior Agent shall not be required to file a request for payment of the Senior Agent Administrative Claim (such claim being Allowed under the terms of the Cash Collateral Order and the Plan); and (ii) the Office of the United States Trustee shall not be required to file a request for payment of any Administrative Claim on or before the Administrative Bar Date for fees assessed under 28 U.S.C. § 1930(a)(6).

K. *Term of Injunctions or Stays*

Unless otherwise provided, all injunctions or stays provided for in the Chapter 11 Cases pursuant to Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Chapter 11 Cases are closed.

L. *Destruction of Records and Abandonment of Property*

In accordance with their duties under the Liquidating Trust Agreement and the Plan, the Liquidating Trustee, with the consent of the Liquidating Trust Committee, may destroy the Debtors' books and records and/or abandon property held by the Midway Liquidating Trust without prior approval from the Bankruptcy Court; provided, however, that prior to destroying any books and records or abandoning any property, the Liquidating Trustee shall file an Abandonment / Destruction Notice with the Bankruptcy Court and serve the same via email on counsel to each of the Debtors, CBA, HCP, the Mechanic's Lien Claimants, and GRP Minerals. If any such notice party or any other party in interest objects to the Abandonment Notice within 20 days of its filing, the Liquidating Trustee shall be required to seek approval of the proposed destruction or abandonment, as applicable, upon notice and motion under Section 554 of the Bankruptcy Code.

ARTICLE V

PROVISIONS GOVERNING DISTRIBUTIONS

A. *Initial Distribution Date*

On the Initial Distribution Date or as soon thereafter as is reasonably practicable, the Midway Liquidating Trust shall make, or shall make adequate reserves for, the Distributions required to be made under the Plan.

B. *Disputed Reserves*

1. Establishment of Disputed Interim Distribution Reserves

On the Initial Distribution Date, and after making all Distributions required to be made on such date under the Plan, the Midway Liquidating Trust shall establish a separate Disputed Interim Distribution Reserve into which the Distributions on account of General Unsecured Claims that are not yet Allowed Claims shall be deposited and withdrawn as provided in ARTICLE V.C.

In calculating the amount of the Distributions, the Midway Liquidating Trust shall treat all General Unsecured Claims that have not yet been Allowed (until and unless that Claim has been finally disallowed) as if each General Unsecured Claim had been Allowed in the least amount fixed by the following: (a) the filed amount of such Claim if such Claim states a fixed liquidated amount; (b) the amount determined by the Bankruptcy Court for purposes of fixing the amount to be retained for such Claim in accordance with Article VI.D hereof; and (c) such other amount as may be agreed upon by the holder of such Claim and the Midway Liquidating Trust. Nothing in this section shall preclude the Midway Liquidating Trust, or any holder of a Disputed General Unsecured Claim on notice to the Midway Liquidating Trust, from seeking an Order of the Bankruptcy Court-in respect of or relating to the amount retained with respect to such holder's Disputed Claim.

2. Maintenance of Disputed Reserves

The Midway Liquidating Trust shall hold property in the Disputed Interim Distribution Reserve for the benefit of the holders of Claims ultimately determined to be Allowed. The Disputed Interim Distribution Reserve shall be closed and extinguished by the Midway Liquidating Trust when all Distributions and other dispositions of Cash or other property required to be made hereunder have been made in accordance with the Plan and Midway Liquidating Trust. Upon closure of the Disputed Interim Distribution Reserve, all Cash (including any Cash Investment Yield) or other property held in the Disputed Interim Distribution Reserve shall revert in and become the property of the Midway Liquidating Trust. All funds or other property that vest or revert in the Midway Liquidating Trust pursuant to this paragraph shall be (a) used to pay the fees and expenses of the Midway Liquidating Trust as and to the extent set forth in the Liquidating Trust Agreement, and (b) thereafter distributed on a Pro Rata basis to holders of Allowed Claims.

3. Lien Priority Dispute Reserve

On the Effective Date or as soon as practicable thereafter, the Midway Liquidating Trust shall (i) establish the Lien Priority Dispute Reserve using a combination of (a) the portion of the GRP Sale Proceeds allocated to MDW Pan pursuant to Article IV.B of the Plan, and (b) funds (including funds held by Debtors other than MDW Pan) otherwise payable to the Senior Agent on account of the Senior Agent Administrative Claim, and (ii) make the distributions to each Mechanic's Lien Claimant and to the Senior Agent in accordance with the treatment provided by Article III.B.4 of the Plan with respect to the Claims asserted by the Mechanic's Lien Claimants. The full amount of the claims asserted by each Mechanic's Lien Claimant, the agreed 77.5%

distribution on account of such claims representing each Mechanic’s Lien Claimant’s Allowed Class 4 Mechanic’s Lien Claim, and the amount of the remaining 22.5% of such claims to be distributed to the Senior Agent as a further Distribution on account of the Senior Agent Secured Claim, are summarized as follows:

Claimant	Claim Amount	Claimant Distribution / Allowed Class 4 Claims Amount (77.5%)	CBA Distribution (22.5%)
EPC	449,348.08	348,244.76	101,103.32
Golder	563,875.44	437,003.47	126,871.97
Gustavson	255,889.11	198,314.06	57,575.05
Roscoe	132,469.49	102,663.85	29,805.64
Sure Steel	210,933.01	163,473.08	47,459.93
TOTAL	1,612,515.13	1,249,699.22	362,815.91

4. Other Pan Secured Claims Reserve

On the Effective Date or as soon as practicable thereafter, the Midway Liquidating Trust shall establish the Other Pan Secured Claims Reserve into which the Liquidating Trustee shall deposit the amount of \$721,000 (using a combination of (a) the portion of the GRP Sale Proceeds allocated to MDW Pan pursuant to Article IV.B of the Plan, and (b) funds (including funds held by Debtors other than MDW Pan) otherwise payable to the Senior Agent on account of the Senior Agent Administrative Claim), representing the estimated maximum amount of Distributions on account of Class 5 Other Secured Claims Against MDW Pan that may become Allowed Claims. Funds from the Other Pan Secured Claims Reserve shall be withdrawn and paid to holders of such Allowed Claims as provided in ARTICLE VID. No Distributions from the Other Pan Secured Claims Reserve shall be made unless and until a determination is made, either by Final Order or with the agreement of the Liquidating Trustee and the Senior Agent, that an Allowed Class 5 Claim is of higher priority than the Senior Agent Secured Claim against MDW Pan.

For the Avoidance of Doubt, the Confirmation Order shall constitute a Final Order determining that Jacobs has an Allowed Class 5 Claim in the amount of \$630,000 that is of higher priority than the Senior Agent Secured Claim against MDW Pan, only \$615,000 of which is payable from the Other Pan Secured Claims Reserve (the remainder being payable from the first \$15,000 of cash proceeds generated from a Tonopah Project Sale).

5. Excess Reserve Amount

To the extent there is any Excess Reserve Amount, such Excess Reserve Amount shall be paid to the Senior Agent as a supplemental distribution on account of the Senior Agent Administrative Claim only upon the completion of the administration of the relevant reserves as determined by the Liquidating Trustee.

C. *Quarterly Distributions*

Any Distribution that is not made on the Initial Distribution Date or on any other date specified herein because the Claim that would have been entitled to receive that Distribution is not an Allowed Claim on such date, shall be held by the Midway Liquidating Trust in the Disputed Interim Distribution Reserve pursuant to ARTICLE VB and Distributed on the first Quarterly Distribution Date after such Claim is Allowed.

Similarly, any Distribution that is not made on the Initial Distribution Date or on any other date specified herein because the Claim that would have been entitled to receive that Distribution is subject to the Other Pan Secured Claims Reserve and the determination of the priority of the Claim relative to the Senior Agent Secured Claim against MDW Pan, shall be held by the Midway Liquidating Trust in the applicable reserve pursuant to Article V.B. of the Plan and Distributed on the first Quarterly Distribution Date after such Claim meets the requirements for Distribution under the applicable reserve.

No interest shall accrue or be paid on the unpaid amount of any Distribution paid on a Quarterly Distribution Date in accordance with this ARTICLE VC.

D. *Record Date for Distributions*

Except as otherwise provided in a Final Order of the Bankruptcy Court, the transferees of Claims that are transferred pursuant to Bankruptcy Rule 3001 on or prior to the Record Date will be treated as the holders of those Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to the transfer may not have expired by the Record Date. The Midway Liquidating Trust shall have no obligation to recognize any transfer of any Claim occurring after the Record Date. In making any Distribution with respect to any Claim, the Midway Liquidating Trust shall be entitled instead to recognize and deal with, for all purposes hereunder, only the Entity that is listed on the proof of Claim Filed with respect thereto or on the Schedules as the holder thereof as of the close of business on the Record Date and upon such other evidence or record of transfer or assignment that are known to the Midway Liquidating Trust as of the Record Date.

E. *Delivery of Distributions*

1. General Provisions; Undeliverable Distributions

Subject to Bankruptcy Rule 9010 and except as otherwise provided herein, Distributions to the holders of Allowed Claims shall be made by the Midway Liquidating Trust at (a) the address of each holder as set forth in the Schedules, unless superseded by the address set forth on proofs of Claim Filed by such holder or (b) the last known address of such holder if no proof of Claim is Filed or if the Debtors have been notified in writing of a change of address. If any Distribution is returned as undeliverable, the Midway Liquidating Trust may, in its discretion, make reasonable efforts to determine the current address of the holder of the Claim with respect to which the Distribution was made as the Midway Liquidating Trust deems appropriate, but no Distribution to any such holder shall be made unless and until the Midway Liquidating Trust has determined the then-current address of such holder, at which time the Distribution to such holder shall be made to the holder without interest. Amounts in respect of any undeliverable

Distributions made by the Midway Liquidating Trust shall be returned to, and held in trust by, the Midway Liquidating Trust until the Distributions are claimed or are deemed to be unclaimed property under Section 347(b) of the Bankruptcy Code, as set forth below in ARTICLE VE.3. The Midway Liquidating Trust shall have the discretion to determine how to make Distributions in the most efficient and cost-effective manner possible; provided, however, that its discretion may not be exercised in a manner inconsistent with any express requirements of the Plan or the Liquidating Trust Agreement.

2. Minimum Distributions

Notwithstanding anything herein to the contrary, if a Distribution to be made to a holder of an Allowed Claim on the Initial Distribution Date or any subsequent date for Distributions would be \$50 or less in the aggregate at the time of such Distribution, no such Distribution will be made to that holder unless a request therefor is made in writing to the Liquidating Trustee no later than twenty (20) days after the Effective Date.

3. Unclaimed Property

Except with respect to property not Distributed because it is being held in the Disputed Interim Distribution Reserve, Distributions that are not claimed by the expiration of the later of six (6) months from the Effective Date or ninety (90) days from such Distribution shall be deemed to be unclaimed property under Section 347(b) of the Bankruptcy Code and shall vest or revert in the Midway Liquidating Trust, and the Claims with respect to which those Distributions are made shall be automatically cancelled. After the expiration of the applicable period, the claim of any Entity to those Distributions shall be discharged and forever barred. Nothing contained in the Plan shall require the Midway Liquidating Trust to attempt to locate any holder of an Allowed Claim. All funds or other property that vests or reverts in the Midway Liquidating Trust pursuant to this Article shall be distributed by the Liquidating Trustee to the other holders of Allowed Claims in accordance with the provisions of the Plan or the Liquidating Trust Agreement.

F. *Manner of Cash Payments Under the Plan or the Liquidating Trust Agreement*

Cash payments made pursuant to the Plan or the Liquidating Trust Agreement shall be in United States dollars by checks drawn on a domestic bank selected by the Midway Liquidating Trust or by wire transfer from a domestic bank, at the option of the Midway Liquidating Trust.

G. *Time Bar to Cash Payments by Check*

Checks issued by the Midway Liquidating Trust on account of Allowed Claims shall be null and void if not negotiated within 90 days after the date of issuance thereof. Requests for the reissuance of any check that becomes null and void pursuant to this ARTICLE VI shall be made directly to the Liquidating Trustee by the holder of the Allowed Claim to whom the check was originally issued. Any Claim in respect of such voided check shall be made in writing on or before the later of six (6) months from the Effective Date or ninety (90) days after the date of issuance thereof. After that date, all claims in respect of void checks shall be discharged and forever barred and the proceeds of those checks shall revert in and become the property of the

Midway Liquidating Trust as unclaimed property in accordance with Section 347(b) of the Bankruptcy Code and be distributed as provided in ARTICLE VE.3.

H. *Limitations on Funding of Disputed Interim Distribution Reserve*

Except as expressly set forth in the Plan, the Debtors and the Senior Agent shall not have any duty to fund the Disputed Interim Distribution Reserve.

I. *Compliance with Tax Requirements*

In connection with making Distributions under this Plan, to the extent applicable, the Midway Liquidating Trust shall comply with all tax withholding and reporting requirements imposed on it by any Governmental Unit, and all Distributions pursuant to this Plan shall be subject to such withholding and reporting requirements. No Distribution shall be made to or on behalf of a holder of an Allowed Claim pursuant to the Plan unless and until such holder has provided the Midway Liquidating Trust with any information that applicable law requires the Midway Liquidating Trust to obtain in connection with making Distributions, including completed IRS Form W9. The Midway Liquidating Trust may withhold the entire Distribution due to any holder of an Allowed Claim until such time as such holder provides the necessary information to comply with any withholding requirements of any Governmental Unit. Any property so withheld will then be paid by the Liquidating Trustee to the appropriate authority. If the holder of an Allowed Claim fails to provide the information necessary to comply with any withholding requirements of any Governmental Unit within six months from the date of first notification to the holder of the need for such information or for the Cash necessary to comply with any applicable withholding requirements, then such holder's Distribution shall be treated as an undeliverable Distribution in accordance with ARTICLE VE.1.

J. *No Payments of Fractional Dollars*

Notwithstanding any other provision of the Plan to the contrary, no payment of fractional dollars shall be made pursuant to the Plan. Whenever any payment of a fraction of a dollar under the Plan would otherwise be required, the actual Distribution made shall reflect a rounding down of such fraction to the nearest whole dollar.

K. *Interest on Claims*

Except as specifically provided for in the Plan or the Confirmation Order, interest shall not accrue on Claims and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim. Except as expressly provided herein or in a Final Order of the Bankruptcy Court, no prepetition Claim shall be Allowed to the extent that it is for postpetition interest or other similar charges.

L. *No Distribution in Excess of Allowed Amount of Claim*

Notwithstanding anything to the contrary contained in the Plan, no holder of an Allowed Claim shall receive in respect of that Claim any Distribution in excess of the Allowed amount of that Claim.

M. *Setoff and Recoupment*

The Midway Liquidating Trust may, but shall not be required to, setoff against, or recoup from, any Claim and the Distributions to be made pursuant to the Plan in respect thereof, any claims or defenses of any nature whatsoever that any of the Debtors, the Estates or the Midway Liquidating Trust may have against the holder of such Claim except Transferred Causes of Action, but neither the failure to do so nor the allowance of any Claim under the Plan shall constitute a waiver or release by the Debtors, the Estates or the Midway Liquidating Trust of any right of setoff or recoupment that any of them may have against the holder of any Claim.

ARTICLE VI

DISPUTED CLAIMS

A. *No Distribution Pending Allowance*

Notwithstanding any other provision of the Plan, the Liquidating Trustee shall not distribute any Cash or other property on account of any Disputed Claim unless and until such Claim becomes Allowed. Nothing contained herein, however, shall be construed to prohibit or require payment or distribution on account of any undisputed portion of a Claim. Nothing herein shall preclude the Liquidating Trustee from making Distributions on account of the undisputed portions of Disputed Claims.

B. *Resolution of Disputed Claims*

Unless otherwise ordered by the Bankruptcy Court after notice and a hearing, the Liquidating Trustee and the Liquidating Trust Committee shall have the right to the exclusion of all others (except as to the Professionals' applications for allowances of compensation and reimbursement of expenses under Sections 330 and 503 of the Bankruptcy Code) to make, File, prosecute, settle, compromise, withdraw or resolve in any manner approved by the Bankruptcy Court, objections to Claims. The costs of pursuing the objections to Claims shall be borne by the Midway Liquidating Trust. From and after the Confirmation Date, all objections with respect to Disputed Claims shall be litigated to a Final Order except to the extent, subject to the approval of the Liquidation Trust Committee in accordance with the terms of the Liquidation Trust Agreement, the Liquidation Trustee elects to withdraw any such objection or the Liquidation Trustee and the claimant elect to compromise, settle or otherwise resolve any such objection, in which event they may settle, compromise or otherwise resolve any Disputed Claim without approval of the Bankruptcy Court.

C. *Objection Deadline*

All objections to Claims shall be Filed and served upon the holders of each such Claim not later than six (6) months after the Effective Date, unless otherwise ordered by the Bankruptcy Court after notice and a hearing.

D. *Estimation of Claims*

At any time, (a) prior to the Effective Date, the Debtors, and (b) subsequent to the Effective Date, the Liquidating Trustee, may request that the Bankruptcy Court estimate any contingent or unliquidated Claim to the extent permitted by Section 502(c) of the Bankruptcy Code regardless of whether the Debtors or the Midway Liquidating Trust have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall have jurisdiction to estimate any Claim at any time during litigation concerning any objection to such Claim, including during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on the Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the Claim, the Debtors or the Midway Liquidating Trust, as applicable, may elect to pursue supplemental proceedings to object to the ultimate allowance of the Claim. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

E. *Disallowance of Claims*

Except as otherwise agreed, the holder of any proof of Claim Filed after the General Bar Date or the Governmental Bar Date, as applicable, shall not be treated as a creditor for purposes of voting and distribution pursuant to Bankruptcy Rule 3003(c)(2) and pursuant to the General Bar Date Order, unless on or before the Confirmation Date the Bankruptcy Court has entered an order deeming such Claim to be timely filed. Any Claims held by Entities from which property is recoverable under Section 542, 543, 550 or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under Section 522(f), 522(h), 544, 545, 547, 548, 549 or 724(a) of the Bankruptcy Code, provided that such Cause of Action is a Retained Cause of Action, shall be deemed disallowed pursuant to Section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors.

F. *Adjustment to Claims Without Objection*

Any Claim that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Noticing Agent at the direction of the Debtors or the Liquidating Trustee, as applicable, without a Claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

EXCEPT AS PROVIDED HEREIN OR OTHERWISE AGREED, ANY HOLDER OF A PROOF OF CLAIM FILED AFTER THE BAR DATE SHALL NOT BE TREATED AS A CREDITOR FOR PURPOSES OF VOTING AND DISTRIBUTION PURSUANT TO BANKRUPTCY RULE 3003(c)(2) AND PURSUANT TO THE GENERAL BAR DATE

ORDER, UNLESS ON OR BEFORE THE CONFIRMATION HEARING SUCH LATE CLAIM HAS BEEN DEEMED TIMELY FILED BY A FINAL ORDER.

ARTICLE VII

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. *Rejection of Executory Contracts and Unexpired Leases*

On the Effective Date, except for the executory contracts and unexpired leases listed on Exhibit II as being assumed, if any, and except to the extent that a Debtor either previously has assumed, assumed and assigned or rejected an executory contract or unexpired lease by an order of the Bankruptcy Court, including, but not limited to, the Sale Orders, or has filed a motion to assume or assume and assign an executory contract or unexpired lease prior to the Effective Date, each executory contract and unexpired lease entered into by a Debtor prior to the Petition Date that has not previously expired or terminated pursuant to its own terms will be rejected pursuant to section 365 of the Bankruptcy Code. Each such contract and lease will be rejected only to the extent that any such contract or lease constitutes an executory contract or unexpired lease. The entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of any such rejections pursuant to Sections 365(a) and 1123 of the Bankruptcy Code and that the rejection thereof is in the best interest of the Debtors, their Estates and all parties in interest in the Chapter 11 Cases.

B. *Claims Based on Rejection of Executory Contracts or Unexpired Leases*

Claims created by the rejection of executory contracts and unexpired leases pursuant to ARTICLE VIIA of the Plan, must be filed with the Bankruptcy Court and served on the Debtors or the Midway Liquidating Trust, as applicable, no later than thirty (30) days after the Effective Date. Any Claims arising from the rejection of an executory contract or unexpired lease pursuant to Article VII.A for which proofs of Claim are not timely filed within that time period will be forever barred from assertion against the Debtors, the Estates, the Midway Liquidating Trust, and their respective successors and assigns, and their assets and properties, unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Claims shall, as of the Effective Date, be subject to the discharge and permanent injunction set forth in ARTICLE IXE. Unless otherwise ordered by the Bankruptcy Court, all such Claims that are timely filed as provided herein shall be treated as General Unsecured Claims as to the applicable Debtor under the Plan and shall be subject to the provisions of ARTICLE III of the Plan.

C. *Executory Contracts and Unexpired Leases to Be Assumed*

1. Assumption Generally

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into in connection with the Plan, on the Effective Date, pursuant to section 365 of the Bankruptcy Code, the Debtors shall assume each of the respective executory contracts and unexpired leases, if any, listed on Exhibit II; provided, however, that the Debtors reserve the right, at any time prior to the Effective Date, to, amend Exhibit II to: (a) delete any executory contract or unexpired lease listed therein, thus providing for its rejection; or

(b) add any executory contract or unexpired lease to Exhibit II, thus providing for its assumption pursuant to this ARTICLE VIIC. The Debtors shall provide notice of any amendments to Exhibit II to the parties to the executory contracts or unexpired leases affected thereby and to the parties on the then-applicable service list in the Bankruptcy Cases. Nothing herein shall constitute an admission by a Debtor that any contract or lease is an executory contract or unexpired lease or that a Debtor has any liability thereunder.

2. Assumptions of Executory Contracts and Unexpired Leases

Each executory contract or unexpired lease assumed under this ARTICLE VIIC shall include any modifications, amendments, supplements or restatements to such contract or lease.

3. Assignments Related to Post-Effective Date Transactions

As of the Effective Date, any executory contract or unexpired lease assumed under this ARTICLE VIIC shall be deemed assigned to the Midway Liquidating Trust, pursuant to section 365 of the Bankruptcy Code.

D. *Payments Related to the Assumption of Executory Contracts and Unexpired Leases*

The Cure Amount Claims associated with each executory contract and unexpired lease to be assumed pursuant to the Plan shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code: (1) by payment of the Cure Amount Claim in Cash on or within 20 (twenty) days after the Effective Date; or (2) on such other terms as are agreed to by the parties to such executory contract or unexpired lease. Pursuant to section 365(b)(2)(D) of the Bankruptcy Code, no Cure Amount Claim shall be allowed for a penalty rate or other form of default rate of interest. If there is an unresolved dispute regarding: (1) the amount of any Cure Amount Claim; (2) the ability of the Liquidating Trustee or any assignee to provide “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed; or (3) any other matter pertaining to assumption of such contract or lease, the payment of any Cure Amount Claim required by section 365(b)(1) of the Bankruptcy Code shall be made following the resolution of such dispute by the parties or the entry of a Final Order resolving the dispute and approving the assumption.

ARTICLE VIII

CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

A. *Conditions Precedent to the Effective Date*

The following are conditions precedent to the Effective Date that must be satisfied or waived:

1. The Confirmation Order has become a Final Order.
2. The Confirmation Order shall be in full force and effect.

3. The Liquidating Trust Agreement and all other documents, instruments and agreements required to be executed with respect to the formation of the Midway Liquidating Trust shall be executed and delivered.

4. Notwithstanding the foregoing, the Debtors reserve, in their sole discretion, the right to waive the occurrence of any condition precedent to the Effective Date or to modify any of the foregoing conditions precedent. Any such written waiver of a condition precedent set forth in this Article may be effected at any time, without notice, without leave or order of the Bankruptcy Court, and without any formal action other than proceeding to consummate the Plan. Any actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously, and no such action shall be deemed to have occurred prior to the taking of any other such action.

ARTICLE IX

RELEASE, INJUNCTIVE AND RELATED PROVISIONS

A. *Compromise and Settlement*

Pursuant to Section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the Distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims and Equity Interests. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all Claims and Equity Interests, as well as a finding by the Bankruptcy Court that such compromise or settlement is fair, equitable, reasonable and in the best interests of the Debtors, the Estates and holders of Claims and Equity Interests.

B. *Releases by the Debtors*

1. *Releases by the Debtors.* Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, for the good and valuable consideration provided by each of the Released Parties, including, without limitation: (a) the satisfaction and elimination of debt and all other good and valuable consideration paid pursuant to the Plan or otherwise; and (b) the services of the Debtors' officers and directors and the Professionals retained in these Chapter 11 Cases in facilitating the expeditious implementation of the Sales of substantially all of the Debtors' assets, each of the Debtors hereby provides a full release, waiver and discharge to the Released Parties (and each Released Party shall be deemed released and discharged by the Debtors) and their respective properties from any and all Causes of Action and any other debts, obligations, rights, suits, damages, actions, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing as of the Effective Date or thereafter arising, in law, equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, that are based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place on or after the Petition Date and prior to or on the Effective Date in any way related to the Debtors, including, without limitation, those that any of the Debtors or the Midway Liquidating Trust would have been legally entitled to assert or that any holder of a Claim or Equity Interest or other Entity

would have been legally entitled to assert for or on behalf of any of the Debtors or Estates and further including those in any way related to the Chapter 11 Cases or the Plan. In addition, the Debtors, on behalf of themselves and their respective Estates, hereby release each of the Professionals retained by the Debtors and the Committee in these Chapter 11 Cases from any and all Avoidance Actions that may exist as of the Effective Date. Notwithstanding the foregoing, nothing herein is intended or shall be deemed to release any claims or Causes of Action against any Released Party resulting from gross negligence, willful misconduct, or fraud.

2. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the releases set forth in this ARTICLE IXB pursuant to Bankruptcy Rule 9019 and its finding that they are: (a) in exchange for good and valuable consideration, representing a good faith settlement and compromise of the Claims and Causes of Action thereby released; (b) in the best interests of the Debtors and all holders of Claims; (c) fair, equitable and reasonable; (d) approved after due notice and opportunity for hearing; and (e) a bar to any of the Debtors or the Liquidating Trustee.

C. Exculpation

Notwithstanding anything contained in the Plan to the contrary, the Exculpated Parties shall neither have nor incur any liability to any Entity for any and all Claims and Causes of Action arising on or after the Petition Date, including any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or consummating the Plan, the Disclosure Statement, the Liquidating Trust Agreement, the Cash Collateral Order, the Sales or any other contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other postpetition act taken or omitted to be taken in connection with or in contemplation of the Sales or the liquidation of the Debtors; provided, however, that the foregoing provisions of this ARTICLE IXC shall have no effect on the liability of any Exculpated Party that results from any such act or omission that is determined in a Final Order to have constituted gross negligence, willful misconduct, or fraud; provided, further, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its duties pursuant to, or in connection with, the above-referenced documents.

D. Third Party-Releases

Except as otherwise expressly provided for in the Plan or in obligations issued pursuant to the Plan, from and after the Effective Date, all Releasing Parties shall be deemed to have forever released, waived and discharged all Causes of Action and any other debts, obligations, rights, suits, damages, actions, remedies and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing as of the Effective Date or thereafter arising, in law, equity or otherwise, whether for tort, contract, violations of federal or state securities laws or otherwise, that are based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place on or after the Petition Date but prior to or on the Effective Date in any way related to the Debtors, the Chapter 11 Cases or the Plan against the Released Parties. Notwithstanding

the foregoing, nothing herein is intended or shall be deemed to release any claims or Causes of Action against any Released Party resulting from gross negligence, willful misconduct, or fraud.

ALL CREDITORS WHO ARE DEEMED TO VOTE TO ACCEPT THE PLAN OR WHO ARE ENTITLED TO VOTE AND VOTE TO ACCEPT THE PLAN WILL IN ALL CASES BE DEEMED TO HAVE ACKNOWLEDGED AND AFFIRMATIVELY CONSENTED TO, AND WILL BE BOUND BY, THE FOREGOING THIRD PARTY RELEASE TO THE FULLEST EXTENT PERMITTED BY LAW.

ALL CREDITORS WHO ARE ENTITLED TO VOTE AND VOTE TO REJECT THE PLAN OR WHO FAIL TO TIMELY SUBMIT A PROPERLY COMPLETED BALLOT WILL BE DEEMED TO HAVE ACKNOWLEDGED AND AFFIRMATIVELY CONSENTED TO, AND WILL BE BOUND BY, THE FOREGOING THIRD PARTY RELEASE TO THE FULLEST EXTENT PERMITTED BY LAW UNLESS SUCH CREDITOR AFFIRMATIVELY OPTS-OUT OF PROVIDING SUCH RELEASE BY MARKING THE APPROPRIATE BOX ON THEIR BALLOT AND TIMELY SUBMITTING THE BALLOT IN ACCORDANCE WITH THE PROCEDURES APPROVED BY THE BANKRUPTCY COURT.

ALL CREDITORS AND EQUITY HOLDERS WHO ARE NOT ENTITLED TO VOTE ON THE PLAN AND ARE DEEMED TO REJECT THE PLAN WILL BE DEEMED TO HAVE ACKNOWLEDGED AND AFFIRMATIVELY CONSENTED TO, AND WILL BE BOUND BY, THE FOREGOING THIRD PARTY RELEASE TO THE FULLEST EXTENT PERMITTED BY LAW UNLESS SUCH CREDITOR OR EQUITY HOLDER AFFIRMATIVELY OPTS-OUT OF PROVIDING SUCH RELEASE BY ACCESSING THE BALLOTING AGENT'S WEBSITE ([HTTP://DM.EPIQ11.COM/MGC](http://DM.EPIQ11.COM/MGC)) AND GOING TO THE OPT-OUT PORTAL, THEN REGISTERING AND COMPLETING YOUR ELECTION TO OPT-OUT OF THE RELEASE AND INJUNCTION PROVISIONS BY THE DEADLINE FOR SUBMITTING VOTES ON THE PLAN.

E. **Injunction**

1. Pursuant to Section 1141(d)(3) of the Bankruptcy Code, confirmation of this Plan will not discharge the Debtors; provided, however, upon confirmation of the Plan, the occurrence of the Effective Date, and Distributions hereunder, Claimants may not seek payment or recourse against or otherwise be entitled to any Distribution from the Liquidating Trust Assets except as expressly provided in this Plan and the Liquidating Trust Agreement.

2. Except as otherwise expressly provided for in the Plan or in obligations issued pursuant to the Plan, and except for claims and Causes of Action expressly carved out of the release provisions that are based upon gross negligence, willful misconduct, or fraud by a Released Party, all Parties and Entities are permanently enjoined, on and after the Effective Date, on account of any Claim or Equity Interest, from:

(a) **commencing or continuing in any manner any action or other proceeding of any kind against any of the Debtors' Estates, the Midway Liquidating Trust, their successors and assigns, and any of their assets and properties;**

(b) **enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against any Debtor's Estate, the Midway Liquidating Trust, their successors and assigns, and any of their assets and properties;**

(c) **creating, perfecting or enforcing any encumbrance of any kind against any Debtor's Estate, the Midway Liquidating Trust, their successors and assigns, and any of their assets and properties;**

(d) **asserting any right of setoff or subrogation of any kind against any obligation due from any Debtor's Estate, the Midway Liquidating Trust or their successors and assigns, or against any of their assets and properties, except to the extent a right to setoff or subrogation is asserted with respect to a timely filed proof of claim; or**

(e) **commencing or continuing in any manner any action or other proceeding of any kind in respect of any Claim or Equity Interest or Cause of Action released or settled hereunder.**

3. **From and after the Effective Date, all Entities are permanently enjoined from commencing or continuing in any manner against the Debtors, their Estates, their successors and assigns, and any of their assets and properties, any suit, action or other proceeding, on account of or respecting any claim, demand, liability, obligation, debt, right, cause of action, interest or remedy released or to be released pursuant to the Plan or the Confirmation Order.**

F. *Releases of Liens*

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, liens, pledges or other security interests against property of the Estates shall be fully released and discharged and all of the right, title and interest of any holder of such mortgages, deeds of trust, liens, pledges or other security interest shall revert to the Debtors and the Liquidating Trustee.

G. *No Substantive Consolidation*

1. Nothing in the Plan is intended or shall be deemed to be a substantive consolidation of the Debtors' separate Estates. Each of the Debtors' Estates shall continue to be separate from one another. No assets belonging to one Debtor's Estate shall be joined or otherwise consolidated with the assets belonging to any of the other Debtors' Estates and no liabilities of one Debtor's Estate shall be joined or otherwise consolidated with the liabilities of any of the other Debtors' Estates. However, nothing herein is intended or shall be deemed to be a waiver of any right of the Debtors, the Liquidating Trustee, or any other party in interest to

seek substantive consolidation through a separate motion with notice and opportunity to be heard.

H. *Preservation of Rights of Action*

1. Vesting of Causes of Action

(a) Except as otherwise provided in the Plan or Confirmation Order, in accordance with Section 1123(b)(3) of the Bankruptcy Code, any Retained Causes of Action that the Debtors may hold against any Entity shall vest upon the Effective Date in the Midway Liquidating Trust.

(b) Except as otherwise provided in the Plan or Confirmation Order, after the Effective Date, the Liquidating Trustee shall have the exclusive right to institute, prosecute, abandon, settle or compromise any Retained Causes of Action, in accordance with the terms of the Liquidating Trust Agreement and without further order of the Bankruptcy Court, in any court or other tribunal, including, without limitation, in an adversary proceeding filed in one or more of the Chapter 11 Cases.

(c) Retained Causes of Action and any recoveries therefrom shall remain the sole property of the Midway Liquidating Trust (for the sole benefit of the holders of General Unsecured Claims), as the case may be, and holders of Claims shall have no right to any such recovery.

2. Preservation of All Retained Causes of Action Not Expressly Settled or Released

(a) Unless a Retained Cause of Action against a holder or other Entity is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order (including the Confirmation Order), the Debtors and the Liquidating Trustee expressly reserve such Retained Cause of Action for later adjudication by the Debtors or the Liquidating Trustee (including, without limitation, Retained Causes of Action not specifically identified or described in the Plan Supplement or elsewhere or of which the Debtors may presently be unaware or which may arise or exist by reason of additional facts or circumstances unknown to the Debtors at this time or facts or circumstances which may change or be different from those the Debtors now believe to exist) and, therefore, no preclusion doctrine, including, without limitation, the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Retained Causes of Action upon or after the entry of the Confirmation Order or Effective Date based on the Disclosure Statement, Plan or Confirmation Order, except where such Retained Causes of Action have been released in the Plan (including, without limitation, and for the avoidance of doubt, the releases contained in ARTICLE IXB.1) or any other Final Order (including the Confirmation Order). In addition, the Debtors and Liquidating Trustee expressly reserve the right to pursue or adopt any claims alleged in any lawsuit in which the Debtors are a defendant or an interested party, against any Entity, including, without limitation, the plaintiffs or co-defendants in such lawsuits.

Subject to the immediately preceding paragraph, any Entity to whom the Debtors have incurred an obligation (whether on account of services, purchase or sale of goods or otherwise), or who has received services from the Debtors or a transfer of money or property of the Debtors, or who has transacted business with the Debtors, or leased equipment or property from the Debtors, should assume that any such obligation, transfer or transaction may be reviewed by the Liquidating Trustee subsequent to the Effective Date and may be the subject of an action after the Effective Date, regardless of whether: (i) such Entity has filed a proof of claim against the Debtors in the Chapter 11 Cases; (ii) the Debtors or Liquidating Trustee have objected to any such Entity's proof of claim; (iii) any such Entity's Claim was included in the Schedules; (iv) the Debtors or Liquidating Trustee have objected to any such Entity's scheduled Claim; or (v) any such Entity's scheduled Claim has been identified by the Debtors or Liquidating Trustee as disputed, contingent or unliquidated.

ARTICLE X

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and the Plan as is legally permissible, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate or establish the priority or secured or unsecured status of any Claim or Equity Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the allowance or priority of Claims or Equity Interests;
2. grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan, for periods ending on or before the Effective Date;
3. resolve any matters related to the assumption, assignment or rejection of any executory contract or unexpired lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine and, if necessary, liquidate any Claims arising therefrom, including those matters related to any amendment to the Plan after the Effective Date pursuant to ARTICLE VIIC adding executory contracts or unexpired leases to the list of executory contracts and unexpired leases to be assumed;
4. ensure that Distributions to holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;
5. decide or resolve any motions, adversary proceedings (including Avoidance Actions), contested or litigated matters and any other matters and grant or deny any applications involving a Debtor that may be pending on the Effective Date or instituted by the Liquidating Trustee after the Effective Date, provided, however, that the Liquidating Trustee shall reserve the right to commence actions in all appropriate jurisdictions;

6. enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all other contracts, instruments, releases, indentures and other agreements or documents adopted in connection with the Plan, Plan Supplement or the Disclosure Statement;

7. resolve any cases, controversies, suits or disputes that may arise in connection with the Effective Date, interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;

8. issue and enforce injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with the Effective Date or enforcement of the Plan, except as otherwise provided in the Plan;

9. enforce ARTICLE IXA, ARTICLE IXB, ARTICLE IXC, and ARTICLE IXD;

10. enforce the Injunction set forth in ARTICLE IXE;

11. resolve any cases, controversies, suits or disputes with respect to the releases, injunction and other provisions contained in ARTICLE IX, and enter such orders as may be necessary or appropriate to implement or enforce all such releases, injunctions and other provisions;

12. enter and implement such orders as necessary or appropriate if the Confirmation Order is modified, stayed, reversed, revoked or vacated;

13. resolve any other matters that may arise in connection with or relate to the Settlement, the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release, indenture or other agreement or document adopted in connection with the Plan or the Disclosure Statement; and

14. enter an order and/or the decree contemplated in Fed. R. Bankr. P. 3022 concluding the Chapter 11 Cases.

ARTICLE XI

MISCELLANEOUS PROVISIONS

A. *Payment of Statutory Fees*

All fees payable pursuant to Section 1930 of title 28 of the United States Code after the Effective Date, as determined by the Bankruptcy Court at a hearing pursuant to Section 1128 of the Bankruptcy Code, shall be paid prior to the closing of the Chapter 11 Cases on the earlier of when due or the Effective Date, or as soon thereafter as practicable by the Midway Liquidating Trust.

B. *Modification of Plan*

Subject to the limitations contained in the Plan: (1) the Debtors reserve the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules to amend or modify the Plan prior to the entry of the Confirmation Order, including amendments or modifications to satisfy Section 1129(b) of the Bankruptcy Code; and (2) after the entry of the Confirmation Order, the Debtors or the Liquidating Trustee, as the case may be, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with Section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan.

C. *Revocation of Plan*

The Debtors reserve the right to revoke or withdraw the Plan prior to the entry of the Confirmation Order, and to file subsequent chapter 11 plans. If the Debtors revoke or withdraw the Plan or if entry of the Confirmation Order or the Effective Date does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan, assumption or rejection of executory contracts or leases effected by the Plan, and any document or agreement executed pursuant hereto shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any claims by or against, or any Equity Interests in, such Debtor or any other Entity; (b) prejudice in any manner the rights of the Debtors or any other Entity; or (c) constitute an admission of any sort by the Debtors or any other Entity.

D. *Successors and Assigns*

The rights, benefits and obligations of any Entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

E. *Governing Law*

Except to the extent that the Bankruptcy Code or Bankruptcy Rules apply, and subject to the provisions of any contract, instrument, release, indenture or other agreement or document entered into in connection herewith, the rights and obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado, without giving effect to the principles of conflict of laws thereof.

F. *Reservation of Rights*

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order and the conditions to effectiveness of the Plan shall have been waived or satisfied. Neither the filing of the Plan, any statement or provision contained herein, nor the taking of any action by a Debtor or any Entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) any Debtor with respect to the holders of Claims or Equity Interests or other parties-in-interest; or (2) any holder of a Claim or other party-in-interest prior to the Effective Date.

G. *Section 1146 Exemption*

Pursuant to Section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment.

H. *Section 1125(e) Good Faith Compliance*

The Debtors and each of their respective Representatives shall be deemed to have acted in “good faith” under Section 1125(e) of the Bankruptcy Code.

I. *Further Assurances*

The Debtors, Liquidating Trustee, all holders of Claims receiving Distributions hereunder and all other parties in interest shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

J. *Service of Documents*

Any pleading, notice or other document required by the Plan to be served on or delivered to the Debtors and/or the Liquidating Trustee, as applicable, shall be sent by first class U.S. mail, postage prepaid as follows:

Midway Gold US Inc.
c/o Squire Patton Boggs (US) LLP
221 E. Fourth Street, Suite 2900
Cincinnati, Ohio 45202
Attn: Stephen Lerner and Elliot Smith

-and-

The Liquidating Trustee
c/o [TBD]

K. *Filing of Additional Documents*

On or before the Effective Date, the Debtors may file with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

L. *No Stay of Confirmation Order*

The Confirmation Order shall contain a waiver of any stay of enforcement otherwise applicable, including pursuant to Fed. R. Bankr. P. 3020(e) and 7062.

M. *Aid and Recognition*

The Debtors or Liquidating Trustee, as the case may be, shall, as needed to effect the terms hereof, request the aid and recognition of any court or judicial, regulatory or administrative body in any province or territory of Canada or any other nation or state.

N. *United States Securities and Exchange Commission*

Nothing in the Plan or Confirmation Order is intended to, or shall be construed as restricting or otherwise limiting the United States Securities and Exchange Commission from performing its statutory duties with respect to any person or entity in any forum, including a non-bankruptcy forum, pursuant to otherwise applicable law. In addition, the limitations set forth in Section IX of the Plan, shall not apply to the United States Securities and Exchange Commission.

* * * * *

Dated: February 24, 2017

**Midway Gold US Inc. (for itself and
on behalf of the other Debtors)**

/s/ Daniel Brosious

By: Daniel Brosious

Its: Chief Restructuring Officer

Exhibit 3

EXHIBIT B (Corrected)

Liquidation Analysis

Midway Gold

Hypothetical Liquidation Analysis

(\$000s)

Description	Claim Amount	Conversion to Chapter 7 Estimated Recovery		Chapter 11 Plan of Liquidation Estimated Recovery	
		%	\$	%	\$
Cash Balance as of January 31, 2017	19,228	100%	19,228	100%	19,228
Liquidation Expenses					
Wind-Down Costs			(1,750) ^[1]		(1,299)
Administrative Costs			(750) ^[1]		(500)
Trustee Fees			(577)		-
Total Liquidation Expenses			(3,077)		(1,799)
Remaining Proceeds			16,152		17,430
Pre-Petition Secured Claims					
CBA	(49,115)	12%	(5,891) ^[2]	12%	(5,891) ^[2]
Mechanic's Lien / Other Pan Secured	(2,348)	0%	-	80%	(1,879)
Hale	(8,015)	0%	-	2%	(200)
Other	(735)	0%	-	0%	-
Total Pre-Petition Secured Claims	(60,213)		(5,891)		(7,969)
Remaining Proceeds			16,152		15,351
Chapter 11 Administrative Claims					
CBA Superpriority Claim	(25,000)	59%	(14,652) ^[3]	54%	(13,389) ^[3]
Outstanding Administrative Claims	(1,500) ^[4]	100%	(1,500) ^[4]	100%	(1,500) ^[4]
Total Chapter 11 Administrative Claims	(26,500)		(16,152)		(14,889)
Remaining Proceeds			-		462
Pre-Petition Priority Unsecured Claims					
Priority Tax Claims	(25)	0%	-	100%	(25)
Priority Non-Tax Claims	(12)	0%	-	100%	(12)
Total Chapter 11 Administrative Claims	(37)		-		(37)
Remaining Proceeds			-		425
Pre-Petition Unsecured Claims ^[5]					
Midway Gold Corp.	(447)	0%	-	2%	(11)
Midway Gold US Inc.	(1,495)	0%	-	12%	(175)
MDW Pan LLP	(9,809)	0%	-	2%	(238)
MDW Gold Rock LLP	(33)	0%	-	2%	(1)
Midway Gold Realty LLC	(1)	0%	-	2%	(0)
Total Pre-Petition Unsecured Claims	(11,785)	0%	-	4%	(425)

Disclaimer:

This Hypothetical Liquidation Analysis was prepared using various assumptions, some of which may be materially different than the actual results if the case was converted to a Chapter 7. The data included herein represents a preliminary analysis. Items presented are subject to change and revision.

The estimated percentage range of recovery for creditors varies by Debtor and is based upon various assumptions and factors that are subject to change, including, without limitation, the size of the general unsecured claims pool at each of the Debtors, the claims reconciliation and objection process, and the potential for recoveries from Retained Causes of Action and other remaining assets. This Hypothetical Liquidation Analysis was prepared on a consolidated basis, and does not show the recovery to creditors on a Debtor by Debtor basis.

All items above should be read in conjunction with notes included in the Disclosure Statement.

^[1] Wind-down and administrative costs in a conversion to Chapter 7 include estimates to cover litigation costs as a conversion may include litigation on allocation of sale proceeds, priority of claims, and other items.

^[2] Recovery to CBA of \$5.9M represents funds already swept from the MDW Pan bank accounts. Amounts not subtracted from "Remaining Proceeds."

^[3] The assumed recovery to CBA in Chapter 11 assumes various settlements that would not necessarily occur in a conversion to Chapter 7, and a conversion may include additional litigation costs that is reduced due to the settlements within the Chapter 11 plan.

^[4] For purposes of the Hypothetical Liquidation Analysis, it is assumed that certain outstanding administrative claims will be paid in full by CBA as part of the Carve-Out under the Cash Collateral Order.

^[5] Pre-Petition Unsecured Claims above does not include certain deficiency claims.

Exhibit 4

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

In re:)	Case No. 15-16835 MER
)	
MIDWAY GOLD US INC. <i>et al.</i> , ¹)	Chapter 11
)	Jointly Administered Under
Debtors.)	Case No. 15-16835 MER
)	

NOTICE OF NON-VOTING STATUS

PLEASE TAKE NOTICE that on February 24, 2017, Midway Gold US Inc. and the affiliated debtors and debtors in possession in these cases (collectively, the “Debtors”) filed the *Disclosure Statement for Second Amended Joint Chapter 11 Plan of Liquidation* (the “Disclosure Statement”) (Docket No. 1181) and the *Second Amended Joint Chapter 11 Plan of Liquidation Plan of Liquidation* (the “Plan”) (Docket No. 1180).

PLEASE TAKE FURTHER NOTICE that on March 2, 2017, the Bankruptcy Court for the District of Colorado (the “Bankruptcy Court”) entered an order (the “Disclosure Statement Order”) (Docket No. 1191) that, among other things, approved the Disclosure Statement as containing “adequate information” under section 1125 of the Bankruptcy Code and authorized the Debtors to begin soliciting votes in favor of the Plan in accordance with the terms of the Disclosure Statement Order.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Plan, holders of Claims in Class 1 (Priority Non-Tax Claims), Class 3 (Subordinate Agent Secured Claim), Class 4 (Mechanic’s Lien Claims against MDW Pan LLP) and Class 5 (Other Secured Claims against MDW Pan LLP) are not entitled to vote on the Plan because they are unimpaired and are conclusively deemed to accept the Plan.

PLEASE TAKE FURTHER NOTICE that you are receiving this Notice of Non-Voting Status because, according to the Debtors’ books and records, **you are a holder of a Claim in one or more of these non-voting Classes, are deemed to accept the Plan, and are therefore not entitled to vote on the Plan.**

PLEASE TAKE FURTHER NOTICE that copies of the Disclosure Statement and the Plan may be obtained without charge by accessing the website of the Debtors’ claims and

¹ The Debtors and their respective case numbers are: Midway Gold US Inc. (15-16835 MER); Midway Gold Corp. (15-16836 MER); Golden Eagle Holding Inc. (15-16837 MER); MDW-GR Holding Corp. (15-16838 MER); RR Exploration LLC (15-16839 MER); Midway Services Company (15-16840 MER); Nevada Talon LLC (15-16841 MER); MDW Pan Holding Corp. (15-16842 MER); MDW Pan LLP (15-16843 MER); MDW Gold Rock LLP (15-16844 MER); Midway Gold Realty LLC (15-16845 MER); MDW Mine ULC (15-16846 MER); GEH (B.C.) Holding Inc. (15-16847 MER); GEH (US) Holding Inc. (15-16848 MER).

balloting agent, Epiq Systems, Inc., at dm.epiq11.com/MGC, contacting Epiq at (646) 282-2500, or via email to tabulation@epiqsystems.com and referencing “Midway Gold US Inc.” in the subject line.

DATED: March 3, 2017

SQUIRE PATTON BOGGS (US) LLP

/s/ Stephen D. Lerner

Stephen D. Lerner

Elliot M. Smith

221 E. Fourth Street, Suite 2900

Cincinnati, Ohio 45202

(513) 361-1200 (Phone)

Stephen.lerner@squirepb.com

Elliot.smith@squirepb.com

Attorneys for Debtors and Debtors in Possession

SENDER WASSERMAN WADSWORTH,
P.C.

/s/ Harvey Sender

Harvey Sender

Aaron Conrardy

1660 Lincoln Street, Suite 2200

Denver, Colorado 80264

(303) 296-1999 (Phone)

hsender@sww-legal.com

aconrardy@sww-legal.com

Local Counsel for Debtors and Debtors in Possession

Exhibit 5

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF COLORADO

In re:)	Case No. 15-16835 MER
)	
MIDWAY GOLD US INC. <i>et al.</i> , ¹)	Chapter 11
)	Jointly Administered Under
Debtors.)	Case No. 15-16835 MER
)	

NOTICE OF NON-VOTING STATUS

PLEASE TAKE NOTICE that on February 24, 2017, Midway Gold US Inc. and the affiliated debtors and debtors in possession in these cases (collectively, the “Debtors”) filed the *Disclosure Statement for Second Amended Joint Chapter 11 Plan of Liquidation* (the “Disclosure Statement”) (Docket No. 1181) and the *Second Amended Joint Chapter 11 Plan of Liquidation Plan of Liquidation* (the “Plan”) (Docket No. 1180).

PLEASE TAKE FURTHER NOTICE that on March 2, 2017, the Bankruptcy Court for the District of Colorado (the “Bankruptcy Court”) entered an order (the “Disclosure Statement Order”) (Docket No. 1191) that, among other things, approved the Disclosure Statement as containing “adequate information” under section 1125 of the Bankruptcy Code and authorized the Debtors to begin soliciting votes in favor of the Plan in accordance with the terms of the Disclosure Statement Order.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Plan, holders of Claims in Class 11 (Other General Unsecured Claims) and Equity Interests in Class 12 (Equity Interests) are not entitled to vote on the Plan because they are impaired and are conclusively deemed to reject the Plan.

PLEASE TAKE FURTHER NOTICE that you are receiving this Notice of Non-Voting Status because, according to the Debtors’ books and records, **you are a holder of a Claim or Equity Interest in one or more of these non-voting Classes, are deemed to reject the Plan, and are therefore not entitled to vote on the Plan.**

PLEASE TAKE FURTHER NOTICE THAT YOU SHALL BE DEEMED TO HAVE CONSENTED TO AND WILL BE BOUND BY THE RELEASE AND INJUNCTION PROVISIONS CONTAINED IN ARTICLE IX OF

¹ The Debtors and their respective case numbers are: Midway Gold US Inc. (15-16835 MER); Midway Gold Corp. (15-16836 MER); Golden Eagle Holding Inc. (15-16837 MER); MDW-GR Holding Corp. (15-16838 MER); RR Exploration LLC (15-16839 MER); Midway Services Company (15-16840 MER); Nevada Talon LLC (15-16841 MER); MDW Pan Holding Corp. (15-16842 MER); MDW Pan LLP (15-16843 MER); MDW Gold Rock LLP (15-16844 MER); Midway Gold Realty LLC (15-16845 MER); MDW Mine ULC (15-16846 MER); GEH (B.C.) Holding Inc. (15-16847 MER); GEH (US) Holding Inc. (15-16848 MER).

THE PLAN UNLESS YOU AFFIRMATIVELY OPT-OUT OF SUCH PROVISIONS BY ACCESSING THE BALLOTING AGENT'S WEBSITE ([HTTP://DM.EPIQ11.COM/MGC](http://dm.epiq11.com/MGC)) AND GOING TO THE OPT-OUT PORTAL, THEN REGISTERING AND COMPLETING YOUR ELECTION TO OPT-OUT OF THE RELEASE AND INJUNCTION PROVISIONS BY APRIL 14, 2017 AT 5:00 P.M. (MOUNTAIN TIME), WHICH IS THE DEADLINE FOR SUBMITTING VOTES ON THE PLAN.

YOU SHOULD CAREFULLY REVIEW SUCH RELEASE AND INJUNCTION PROVISIONS IN ARTICLE IX OF THE PLAN PRIOR TO MAKING YOUR ELECTION TO OPT-OUT THROUGH THE BALLOTING AGENT'S WEBSITE.

PLEASE TAKE FURTHER NOTICE that copies of the Disclosure Statement and the Plan may be obtained without charge by accessing the website of the Debtors' claims and balloting agent, Epiq Systems, Inc., at dm.epiq11.com/MGC, contacting Epiq at (646) 282-2500, or via email to tabulation@epiqsystems.com and referencing "Midway Gold US Inc." in the subject line.

DATED: March 3, 2017

SQUIRE PATTON BOGGS (US) LLP
/s/ Stephen D. Lerner
Stephen D. Lerner
Elliot M. Smith
221 E. Fourth Street, Suite 2900
Cincinnati, Ohio 45202
(513) 361-1200 (Phone)
Stephen.lerner@squirepb.com
Elliot.smith@squirepb.com

Attorneys for Debtors and Debtors in Possession

SENDER WASSERMAN WADSWORTH,
P.C.
/s/ Harvey Sender
Harvey Sender
Aaron Conrardy
1660 Lincoln Street, Suite 2200
Denver, Colorado 80264
(303) 296-1999 (Phone)
hsender@sww-legal.com
aconrardy@sww-legal.com

Local Counsel for Debtors and Debtors in Possession

Exhibit 6

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLORADO**

In re:) **Case No. 15-16835 MER**
)
MIDWAY GOLD US INC. et al.,¹) **Chapter 11**
) **Jointly Administered Under**
Debtors.) **Case No. 15-16835 MER**
)

**BALLOT FOR VOTING ON SECOND AMENDED JOINT CHAPTER 11 PLAN OF
LIQUIDATION FOR HOLDERS OF CLAIMS IN
[CLASS NO. – CLASS DESCRIPTION]**

**PLEASE READ CAREFULLY AND FOLLOW THE ENCLOSED
INSTRUCTIONS FOR COMPLETING THIS BALLOT BEFORE
COMPLETING THIS BALLOT.**

**THE BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO
THAT IT IS ACTUALLY RECEIVED BY THE BALLOTING AGENT, BY
5:00 P.M. (MOUNTAIN TIME) ON APRIL 14, 2017 (THE “VOTING
DEADLINE”), OR THE VOTE REPRESENTED BY THIS BALLOT WILL
NOT BE COUNTED.**

On March 2, 2017, the United States Bankruptcy Court for the District of Colorado (the “**Bankruptcy Court**”) entered an order (the “**Disclosure Statement Order**”) (Docket No. 1191), which approved the *Disclosure Statement for Second Amended Joint Chapter 11 Plan of Liquidation* (Docket No. 1181) (as it may be further amended, supplemented or modified from time to time, the “**Disclosure Statement**”) with respect to the *Second Amended Joint Chapter 11 Plan of Liquidation* (as it may be further amended, supplemented or modified from time to time, the “**Plan**”), a copy of which is attached as Exhibit A to the Disclosure Statement (and filed with the Bankruptcy Court at Docket No. 1180).

¹ The Debtors and their respective case numbers are: Midway Gold US Inc. (15-16835 MER); Midway Gold Corp. (15-16836 MER); Golden Eagle Holding Inc. (15-16837 MER); MDW-GR Holding Corp. (15-16838 MER); RR Exploration LLC (15-16839 MER); Midway Services Company (15-16840 MER); Nevada Talon LLC (15-16841 MER); MDW Pan Holding Corp. (15-16842 MER); MDW Pan LLP (15-16843 MER); MDW Gold Rock LLP (15-16844 MER); Midway Gold Realty LLC (15-16845 MER); MDW Mine ULC (15-16846 MER); GEH (B.C.) Holding Inc. (15-16847 MER) , GEH (US) Holding Inc. (15-16848 MER).

Please use this ballot (the “**Ballot**”) to cast your vote to accept or reject the Plan, which is being proposed by the Debtors. All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Disclosure Statement Order or the Plan, as applicable. If you have any questions regarding the proper completion of this Ballot, please e-mail tabulation@epiqsystems.com with a reference to “Midway Gold US Inc.” in the subject line, or call Epiq Bankruptcy Solutions, LLC (the “**Balloting Agent**”), at (646) 282-2500 and ask for the Solicitation Group.

Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

This Ballot is being sent to you because our records indicate that, as of March 2, 2017 (the Voting Record Date established by the Disclosure Statement Order), you are a Holder of a Claim in Class [Class No.] under the Plan.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan.

If the Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote.

IF THE BALLOTING AGENT DOES NOT ACTUALLY RECEIVE THIS BALLOT, COMPLETED AND EXECUTED, ON OR BEFORE THE VOTING DEADLINE, AND IF THE VOTING DEADLINE IS NOT EXTENDED, THE VOTES TRANSMITTED HEREBY WILL NOT BE COUNTED.

DELIVERY OF A BALLOT BY FACSIMILE, E-MAIL OR ANY OTHER ELECTRONIC MEANS WILL NOT BE ACCEPTED OR COUNTED.

If you vote to accept the Plan, you shall in all cases be deemed to have consented to and will be bound by the release and injunction provisions contained in Article IX of the Plan.

If you vote to reject the Plan or if you fail to timely submit a properly executed ballot, you shall be deemed to have consented to and will be bound by the release and injunction provisions contained in Article IX of the Plan unless you affirmatively opt-out of such provisions by marking the following box:

The Holder identified below hereby affirmatively opts-out of (i) granting the releases contained in Article IX of the Plan, and (ii) otherwise being bound by the release and injunction provisions contained in Article IX of the Plan.

YOU SHOULD CAREFULLY REVIEW SUCH RELEASE AND INJUNCTION PROVISIONS PRIOR TO MARKING THE FOREGOING BOX AND SUBMITTING YOUR BALLOT.

PLEASE COMPLETE BOTH OF THE FOLLOWING:

Item 1. Amount of Claim(s)²: \$

Item 2. VOTE ON THE PLAN

The Holder identified below votes to (please check one):	
<u>ACCEPT</u> THE PLAN <input type="checkbox"/>	<u>REJECT</u> THE PLAN <input type="checkbox"/>

By signing this Ballot, the undersigned hereby certifies that: (a) it was the holder of the Claim(s) to which this Ballot pertains (or an authorized signatory for such holder), (b) it has full power and authority to vote to accept or reject the Plan, (c) it has received a copy of the Disclosure Statement (including the exhibits thereto) and understands that the solicitation of votes to accept or reject the Plan is subject to the terms and conditions set forth in the Disclosure Statement and Plan, and (d) no other Ballots with respect to the Claim(s) identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such claims, then any such earlier received Ballots are hereby revoked.

² For voting purposes only. Subject to tabulation rules.

Name of Claim Holder: _____
(print or type)

Signature: _____

Name and title of Signatory
(print or type): _____
(if other than Claim Holder)

If by Authorized Agent,
Title of Agent: _____

Address: _____

Date Completed: _____

PLEASE COMPLETE, SIGN AND DATE THIS BALLOT
AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO:

<p><u>If sent by first-class mail:</u></p> <p>Midway Gold US Inc. Ballot Processing Center, c/o Epiq Bankruptcy Solutions, LLC P.O. Box 4422, Beaverton, OR 97076-4422</p>	<p><u>If sent by personal delivery or overnight courier:</u></p> <p>Midway Gold US Inc. Ballot Processing Center c/o Epiq Bankruptcy Solutions, LLC 10300 SW Allen Blvd. Beaverton, OR 97005</p>
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**If you have any questions, please e-mail tabulation@epiqsystems.com
with a reference to “Midway Gold US Inc.” in the subject line, or
call the Balloting Agent at: (646) 242-2500 and ask for the Solicitation Group.
BALLOTS SENT BY FACSIMILE, TELECOPY OR EMAIL
WILL NOT BE ACCEPTED.**

INSTRUCTIONS FOR COMPLETING THE BALLOT

1. All capitalized terms used in the Ballot but not otherwise defined therein shall have the meaning ascribed to them in the Disclosure Statement Order or the Plan, as applicable.

2. The Plan can be confirmed by the Bankruptcy Court, and therefore made binding on you, if it is accepted by the holders of two-thirds in amount and more than one-half in number of debt claims in each impaired class voting on the Plan. Please review the Disclosure Statement for more information.

3. To ensure that your vote is counted, you must (i) complete the Ballot, (ii) complete the opt-out election with respect to the release and injunction provisions contained in Article IX of the Plan, (iii) indicate your decision either to accept or reject the Plan, and (iv) sign and return the completed and executed Ballot to the address set forth herein on or before the Voting Deadline. **Your Ballot must be received by the Voting Deadline.**

4. If a Ballot is received after the Voting Deadline, it will not be counted. **The method of delivery of Ballots is at the election and risk of each holder of a Claim.** Except as otherwise provided herein, such delivery will be deemed made only when the original executed Ballot is actually received, either **by mail, overnight or personal delivery at the following addresses** on or before the Voting Deadline. You may use the envelope provided or send your Ballot to:

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Sufficient time should be allowed to assure timely delivery. **Delivery of a Ballot by facsimile, e-mail or any other electronic means will not be accepted.**

5. If multiple Ballots are received from an individual Holder of Claims with respect to the same Claims prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballot.

6. This Ballot does not constitute, and shall not be deemed to be, a proof of claim or equity interest or an assertion or admission of a claim or equity interest.

7. Please be sure to sign and date your Ballot. If you are completing the Ballot on behalf of an Entity, indicate your relationship with such Entity and the capacity in which you are signing. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

PLEASE RETURN YOUR BALLOT PROMPTLY

Exhibit 7

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF COLORADO**

In re:) **Case No. 15-16835 MER**
)
MIDWAY GOLD US INC. et al.,¹) **Chapter 11**
) **Jointly Administered Under**
Debtors.) **Case No. 15-16835 MER**
)

**BALLOT FOR VOTING ON SECOND AMENDED JOINT CHAPTER 11 PLAN OF
LIQUIDATION FOR HOLDERS OF CLAIMS IN
[CLASS NO. – CLASS DESCRIPTION]**

**PLEASE READ CAREFULLY AND FOLLOW THE ENCLOSED
INSTRUCTIONS FOR COMPLETING THIS BALLOT BEFORE
COMPLETING THIS BALLOT.**

**THE BALLOT MUST BE COMPLETED, EXECUTED AND RETURNED SO
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5:00 P.M. (MOUNTAIN TIME) ON APRIL 14, 2017 (THE “VOTING
DEADLINE”), OR THE VOTE REPRESENTED BY THIS BALLOT WILL
NOT BE COUNTED.**

On March 2, 2017, the United States Bankruptcy Court for the District of Colorado (the “**Bankruptcy Court**”) entered an order (the “**Disclosure Statement Order**”) (Docket No. 1191), which approved the *Disclosure Statement for Second Amended Joint Chapter 11 Plan of Liquidation* (Docket No. 1181) (as it may be further amended, supplemented or modified from time to time, the “**Disclosure Statement**”) with respect to the *Second Amended Joint Chapter 11 Plan of Liquidation* (as it may be further amended, supplemented or modified from time to time, the “**Plan**”), a copy of which is attached as Exhibit A to the Disclosure Statement (and filed with the Bankruptcy Court at Docket No. 1180).

¹ The Debtors and their respective case numbers are: Midway Gold US Inc. (15-16835 MER); Midway Gold Corp. (15-16836 MER); Golden Eagle Holding Inc. (15-16837 MER); MDW-GR Holding Corp. (15-16838 MER); RR Exploration LLC (15-16839 MER); Midway Services Company (15-16840 MER); Nevada Talon LLC (15-16841 MER); MDW Pan Holding Corp. (15-16842 MER); MDW Pan LLP (15-16843 MER); MDW Gold Rock LLP (15-16844 MER); Midway Gold Realty LLC (15-16845 MER); MDW Mine ULC (15-16846 MER); GEH (B.C.) Holding Inc. (15-16847 MER) , GEH (US) Holding Inc. (15-16848 MER).

Please use this ballot (the “**Ballot**”) to cast your vote to accept or reject the Plan, which is being proposed by the Debtors. All capitalized terms used but not defined herein or in the enclosed voting instructions have the meanings ascribed to such terms in the Disclosure Statement Order or the Plan, as applicable. If you have any questions regarding the proper completion of this Ballot, please e-mail tabulation@epiqsystems.com with a reference to “Midway Gold US Inc.” in the subject line, or call Epiq Bankruptcy Solutions, LLC (the “**Balloting Agent**”), at (646) 282-2500 and ask for the Solicitation Group.

Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

This Ballot is being sent to you because our records indicate that, as of March 2, 2017 (the Voting Record Date established by the Disclosure Statement Order), you are a Holder of a Claim in Class [Class No.] under the Plan.

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If the Plan is confirmed by the Bankruptcy Court it will be binding on you whether or not you vote.

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YOU SHOULD CAREFULLY REVIEW SUCH RELEASE AND INJUNCTION PROVISIONS PRIOR TO MARKING THE FOREGOING BOX AND SUBMITTING YOUR BALLOT.

PLEASE COMPLETE BOTH OF THE FOLLOWING:

Item 1. Amount of Claim(s)²: \$

Item 2. VOTE ON THE PLAN

The Holder identified below votes to (please check one):	
<u>ACCEPT</u> THE PLAN <input type="checkbox"/>	<u>REJECT</u> THE PLAN <input type="checkbox"/>

By signing this Ballot, the undersigned hereby certifies that: (a) it was the holder of the Claim(s) to which this Ballot pertains (or an authorized signatory for such holder), (b) it has full power and authority to vote to accept or reject the Plan, (c) it has received a copy of the Disclosure Statement (including the exhibits thereto) and understands that the solicitation of votes to accept or reject the Plan is subject to the terms and conditions set forth in the Disclosure Statement and Plan, and (d) no other Ballots with respect to the Claim(s) identified in Item 1 have been cast or, if any other Ballots have been cast with respect to such claims, then any such earlier received Ballots are hereby revoked.

² For voting purposes only. The treatment of this claim is subject to the settlement described in the Plan.

Name of Claim Holder: _____
(print or type)

Signature: _____

Name and title of Signatory
(print or type): _____
(if other than Claim Holder)

If by Authorized Agent,
Title of Agent: _____
Address: _____

Date Completed: _____

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3. To ensure that your vote is counted, you must (i) complete the Ballot, (ii) complete the opt-out election with respect to the release and injunction provisions contained in Article IX of the Plan, (iii) indicate your decision either to accept or reject the Plan, and (iv) sign and return the completed and executed Ballot to the address set forth herein on or before the Voting Deadline. **Your Ballot must be received by the Voting Deadline.**

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<p><u>If sent by first-class mail:</u></p> <p>Midway Gold US Inc. Ballot Processing Center, c/o Epiq Bankruptcy Solutions, LLC P.O. Box 4422, Beaverton, OR 97076-4422</p>	<p><u>If sent by personal delivery or overnight courier:</u></p> <p>Midway Gold US Inc. Ballot Processing Center c/o Epiq Bankruptcy Solutions, LLC 10300 SW Allen Blvd. Beaverton, OR 97005</p>
---	---

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6. This Ballot does not constitute, and shall not be deemed to be, a proof of claim or equity interest or an assertion or admission of a claim or equity interest.

7. Please be sure to sign and date your Ballot. If you are completing the Ballot on behalf of an Entity, indicate your relationship with such Entity and the capacity in which you are signing. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

PLEASE RETURN YOUR BALLOT PROMPTLY

Exhibit 8

SERVICE LIST

Claim Name	Address Information
3-DB NETWORKS, INC	8105 W I-25 FRONTAGE ROAD UNIT 9 FREDERICK CO 80516
361 SERVICES INC	1401 17TH STREET, SUITE 600 DENVER CO 80202
4J FABRICATION	ATTN: TIM ROSENER PO BOX 74 EUREKA NV 89316
A1 ALCOHOL & DRUG COLLECTION	1098 LAMOILLE HIGHWAY, SUITE 5 ELKO NV 89801
ABBEY, STUBBS & FORD, LLC	5055 W. PATRICK LANE, SUITE 101-A LAS VEGAS NV 89118
AIR SCIENCES INC.	17301 W COLFAX AVE STE 400 GOLDEN CO 80401-4892
AIR SCIENCES, INC.	17301 W COLFAX AVE STE 400 GOLDEN CO 80401-4892
AIR SCIENCES, INC.	17301 W COLFAX AVE STE 400 GOLDEN CO 80401-4892
ALL COPY PRODUCTS, INC.	P.O. BOX 790448 ST. LOUIS MO 63179
ALL COPY PRODUCTS, INC.	P.O. BOX 41602 PHILADELPHIA PA 19101
ALTERNATIVE MAINTENANCE SOLUTIONS LLC	P.O. BOX 8311 SPRING CREEK NV 89815-8311
AMBROSE TECHNICAL SALES	1192 DRAPER PKWY, STE. 455 DRAPER UT 84020
AMERICAN ASSAY LABORATORIES	1500 GLENDALE AVENUE SPARKS NV 89431
ANALYTICAL SOLUTIONS LTD.	878213 5TH LINE EAST MULMUR ON L9V 0L1 CANADA
ANZALONE PUMPS INC.	3632 N. 250 E. ENOCH UT 84721
ARCADIS US INC.	23444 NETWORK PLACE CHICAGO IL 60673
ARTIS HRA INVERNESS POINT, LP	C/O REINHART BOERNER VAN DEUREN SC ATTN: L KATIE MASON, ESQ 1000 N WATER STREET, SUITE 1700 MILWAUKEE WI 53202
ARTIS HRA INVERNESS POINT, LP	C/O REINHART BOERNER VAN DEUREN SC ATTN: L KATIE MASON, ESQ 1000 N WATER STREET, SUITE 1700 MILWAUKEE WI 53202
ASM AFFILIATES, INC.	2034 CORTE DEL NOGAL CARLSBAD CA 92011
ASPEN AMERICAN INSURANCE CO.	C/O STITES & HARBISON, PLLC ATTN: BRIAN H. MELDRUM, ESQ. 400 W. MARKET STREET, SUITE 1700 LOUISVILLE KY 40207
ASPEN AMERICAN INSURANCE CO.	C/O STITES & HARBISON, PLLC ATTN: BRIAN H. MELDRUM, ESQ. 400 W. MARKET STREET, SUITE 1700 LOUISVILLE KY 40207
ASPEN AMERICAN INSURANCE CO.	C/O STITES & HARBISON, PLLC ATTN: BRIAN H. MELDRUM, ESQ. 400 W. MARKET STREET, SUITE 1700 LOUISVILLE KY 40207
ASPEN AMERICAN INSURANCE CO.	C/O STITES & HARBISON, PLLC ATTN: BRIAN H. MELDRUM, ESQ. 400 W. MARKET STREET, SUITE 1700 LOUISVILLE KY 40207
BARRICK GOLD OF NORTH AMERICA, INC.	OFFICE OF GENERAL COUNSEL 460 WEST 50 NORTH, SUITE 500 SALT LAKE CITY UT 84101
BATH LUMBER CO.	1800 AVENUE G ELY NV 89301
BETHLEHEM APPARATUS COMPANY	890 FRONT STREET HELLERTOWN PA 18055
BIG 8 TIRE	ATTN: RONNIE BARTON 1820 AULTMAN STREET ELY NV 89301
BIG SKY ACOUSTICS, LLC	P.O. BOX 27 HELENA MT 59624-0027
BLENDER MEDIA INC.	430-1190 MELVILLE STREET VANCOUVER BC V6E 3W1 CANADA
BLUERADIOS, INC.	8310 SOUTH VALLEY HIGHWAY, SUITE 275 ENGLEWOOD CO 80112
BOART LONGYEAR	ATTN: RICK VANALFEN 2640 W. 1700 S. SALT LAKE CITY UT 84104
BRINKS GLOBAL SERVICES USA INC.	PO BOX 18100 RICHMOND VA 23226
BROADRIDGE (CANADA)	P.O. BOX 57461 TORONTO ON M5W 5M5 CANADA
BROADRIDGE ICS	P.O. BOX 416423 BOSTON MA 02241
BRYAN CAVE, LLP	P.O. BOX 503089 ST. LOUIS MO 63150-3089
BUETTNER, INC.	950 IDAHO ST. ELKO NV 89801
C&B AUTO PARTS	705 GREAT BASIN BLVD ELY NV 89301-2069
CANADA REVENUE AGENCY	C/O JIMMY SENDHER 9737 KING GEORGE BLVD PO BOX 9070, STATION MAIN SURREY BC V3T 5W6 CANADA
CARDNO, INC.	P.O. BOX 123422 DALLAS TX 75312
CARLIN TRENT MINING SUPPLIES	369 FIFTH STREET ELKO NV 89801
CBRE INC.	LOCATION CODE 2147 P.O. BOX 406588 ATLANTA GA 30384
CBRE, INC	ATTN: BEVERLY LU, LEGAL SERVICES 400 SOUTH HOPE STREET, 25TH FLOOR LOS ANGELES CA 90071

SERVICE LIST

Claim Name	Address Information
CCI MECHANICAL, INC.	P.O. BOX 25788 SALT LAKE CITY UT 84125-0788
CENTRI BUSINESS CONSULTING, LLC	651 TOWNSHIP LINE ROAD # 1663 BLUE BELL PA 19422
CGS MULE LLC	680 EAST GLENDALE AVE. SPARKS NV 89431
CHRISTOPHER C. LEWIS	ADDRESS ON FILE
CITY OF ELY	480 CAMPTON ST STE 1 ELY NV 89301-1996
CODALE ELECTRIC SUPPLY	P.O. BOX 740525 LOS ANGELES CA 90074
COMPUTERSHARE	100 UNIVERSITY AVENUE, 11TH FLOOR TORONTO ON M5J 2Y1 CANADA
COMSTOCK SEED	917 HWY 88 GARDNERVILLE NV 89460
CONSTRUCTION MATERIALS TECHNOLOGIES, INC	2796 S. REDWOOD RD. WEST VALLEY CITY UT 84119
CORPORATION SERVICE COMPANY	2711 CENTERVILLE ROAD SUITE 400 WILMINGTON DE 19808
CORT BUSINESS SERVICES	P.O. BOX 17401 BALTIMORE MD 21297
CRESCENT SILVER, LLC	PO BOX 268 KELLOGG ID 83837-0268
CYANCO COMPANY, LLC	C/O ROYSTON RAYZOR ATTN: BRUCE B. KEMP 1600 SMITH STREET, SUITE 5000 HOUSTON TX 77002
DAKOTA TRUCK & EQUIPMENT REPAIR	P.O. BOX 248 BATTLE MOUNTAIN NV 81820
DAVE ROWE	5900 FEEDLOT RD. WINNEMUCCA NV 89445
DAVIDSON SALES & ENGINEERING	2441 SOUTH 3850 WEST, UNIT B WEST VALLEY CITY UT 84120
DAVIS GRAHAM & STUBBS, LLP	1550 17TH STREET, SUITE 500 DENVER CO 80202
DAVIS GRAHAM & STUBBS, LLP	1550 17TH STREET, SUITE 500 DENVER CO 80202
DAVIS GRAHAM & STUBBS, LLP	1550 17TH STREET, SUITE 500 DENVER CO 80202
DAY ENGINEERING	ATTN: DEAN DAY 5 EAST PARK STREET FALLON NV 89406
DAY ENGINEERING	PO BOX 651 EUREKA NV 89316-0651
DESIGN GROUP STAFFING INC.	10012 JASPER AVENUE EDMONTON AB T5J 1R2 CANADA
DIRECT FORCE MAINTENANCE LLC	P.O. BOX 5611 FALLON NV 89406
DOI BUREAU OF LAND MANAGEMENT - ELY	EAGAN/ELY FIELD OFFICE HC 33 BOX 33500 ELY NV 89301
DORSEY & WHITNEY LLP	P.O. BOX 1680 MINNEAPOLIS MN 55480
DORSEY & WHITNEY LLP	P.O. BOX 1680 MINNEAPOLIS MN 55480
DORSEY & WHITNEY LLP	ATTN: STEVEN HEIM P.O. BOX 1680 MINNEAPOLIS MN 55480
DURICK MOTORSPORTS LLC	D/B/A DAKOTA TRUCK & EQUIPMENT REPAIR PO BOX 248 1150 3400 E STREET BATTLE MOUNTAIN NV 89820
EASTERN NEVADA LANDSCAPE COALITION	P.O. BOX 150266 ELY NV 89315
ECOSYNTHESIS SCIENTIFIC & REGULATORY	16173 LANCASTER PLACE TRUCKEE CA 96161
ECOSYNTHESIS SCIENTIFIC & REGULATORY SVC	16173 LANCASTER PLACE TRUCKEE CA 96161
ELECTRONIC SECURITY CONCEPTS, LLC	8320 EAST GELDING DRIVE SCOTTSDALE AZ 85260
ELY DISPOSAL SERVICE INC.	348 NEVADA AVE. ELY NV 89301
ELY TIMES	P.O. BOX 150820 ELY NV 89315
EMPLOYERS COUNCIL SERVICES	P.O. BOX 539 DENVER CO 80201
ENTERPRISE HOLDINGS (NV)	ATTN: ACCOUNTS RECEIVABLE P.O. BOX 840173 KANSAS CITY MO 64184-0173
ENTERPRISE RENT A CAR	14002 E 21ST ST STE 1500 TULSA OK 74134-1424
ENTRIX, INC. D/B/A CARDNO ENTRIX	C/O GREENBERG TRAUIG, LLP ATTN: DIANE E. VUOCOLO, ESQ. 2700 TWO COMMERCE SQUARE, 2001 MARKET ST PHILADELPHIA PA 19103
ENVIRO CARE INC	505 NORTH MAIN STREET NORTH SALT LAKE CITY UT 84054
ENVIRONMENTAL MANAGEMENT ASSOCIATES	1861 ARBOLITA DR LA HABRA CA 90631-3215
ENVIROTECH SERVICES INC.	910 54TH AVENUE, SUITE 230 GREELEY CO 80634
EROSION CONTROL APPLICATIONS	901 EAST ORANGETHORPE AVENUE ANAHEIM CA 92801
EUREKA COUNTY TELEVISION DISTRICT	P.O. BOX 163 EUREKA NV 89316
EUREKA TOWN WATER AND SEWER	P.O. BOX 537 EUREKA NV 89316
EXP2 LLC	C/O PERKINS COLE LLP ATTN: DEBORAH GUTFELD 1900 SIXTEENTH ST, STE 1400 DENVER

SERVICE LIST

Claim Name	Address Information
EXP2 LLC	CO 80202
FARMER BROS. CO.	460 SOUTH A STREET ELKO NV 89801
FENNEMORE CRAIG, P.C.	2394 EAST CAMELBACK ROAD, STE. 600 PHOENIX AZ 85016-3429
FERGUSON ENTERPRISES INC.	ATTN: MELISSA KROGH 1095 S. ROCK BLVD. RENO NV 89052
FILING SERVICES CANADA INC.	205 MAGENTA CRES CHESTERMERE AB T1X 0K9 CANADA
FINANCIAL TIMES	P.O. BOX 1627 NEWBURGH NY 12551-1627
FISHER SCIENTIFIC CO LLC	ATTN: GARY BARNES 300 INDUSTRY DR PITTSBURGH PA 15275
FLSMIDTH USA INC.	SALT LAKE CITY OPERATIONS 7158 S. FLSMIDTH DRIVE MIDVALE UT 84047-5559
FRONTIER COMMUNICATIONS	ATTN: BANKRUPTCY DEPT 19 JOHN ST MIDDLETOWN NY 10940
GENERAL EQUIPMENT & SUPPLIES, INC	PO BOX 2145 FARGO ND 58107-2145
GEOTEMPS INC.	970 CAUGHLIN CROSSING, SUITE 102 RENO NV 89519
GLOBAL RESOURCE ENGINEERING	600 GRANT STREET, SUITE 975 DENVER CO 80203
GRAINGER	DEPT. 882491798 KANSAS CITY MO 64141
GRAPHIC PRODUCTS INC	PO BOX 4030 BEAVERTON OR 97076
HADDON, TIMOTHY J.	1201 N WILLIAMS ST APT 18A DENVER CO 80218-2678
HOLLAND & HART LLP	PO BOX 8749 DENVER CO 80201-8749
HOLLAND & HART, LLP	P.O. BOX 68 JACKSON WY 83001
HOWELL INTERNATIONAL ENT., LLC	P.O. BOX 1630 CASTLE ROCK CO 80104
INDEPENDENT MINING CONSULTANTS	3560 E GAS RD. TUCSON AZ 85714
INDUSTRIAL SUPPLY CO. INC.	1635 SOUTH 300 WEST SALT LAKE CITY UT 84115
INFAITH COMMUNITY FOUNDATION	C/O GRAY PLANT MOOTY ATTN: PHILLIP L. KUNKEL 1010 WEST ST. GERMAIN, SUITE 500 SAINT CLOUD MN 56301
INFAITH COMMUNITY FOUNDATION	C/O GRAY PLANT MOOTY ATTN: PHILLIP L. KUNKEL 1010 WEST ST. GERMAIN, SUITE 500 SAINT CLOUD MN 56301
INFORMATIVE TECHNOLOGIES LIMITED, LTD	204 ANDOVER STREET, 3RD FLOOR ANDOVER MD 01810
INTERNATIONAL DIRECTIONAL SERVICES	2566 NETWORK PL CHICAGO IL 60673
INTERRALOGIC INC.	4715 INNOVATION DRIVE FORT COLLINS CO 80525
INTERSTATE FIRE SALES & SERVICES, LLC	5370 EAST IDAHO ST. ELKO NV 89801
INVESHARE INC.	P.O. BOX 191308 ATLANTA GA 31119-1308
IPREO DATA INC.	GENERAL POST OFFICE P.O. BOX 26886 NEW YORK NY 10087
IRON MOUNTAIN	P.O. BOX 915004 DALLAS TX 75391
ISC, INC.	D/B/A VENTURE TECHNOLOGIES 8680 CONCORD CENTER DR ENGLEWOOD CO 80112
ISCO INDUSTRIES, INC.	100 WITHERSPOON ST LOUISVILLE KY 40202-1396
J & M TRUCKING, INC.	ATTN: TONY LOCKE 800 AVENUE O ELY NV 89301
JACOBI CARBONS, INC.	432 MCCORMICK BOULEVARD COLUMBUS OH 43213
JENTECH DRILLING SUPPLY INC.	P.O. BOX 1525 SPARKS NV 89432
JOHN W. SHERIDAN	ADDRESS ON FILE
KAMAN INDUSTRIAL TECHNOLOGIES	1 VISION WAY BLOOMFIELD CT 06002
KAPPES CASSIDAY & ASSOCIATES	7950 SECURITY CIRCLE RENO NV 89506
KELLY ERNEST	P.O. BOX 151942 ELY NV 89315
KEY-RITE SECURITY LOCK & SAFE, INC.	5570 E YALE AVE DENVER CO 80222-6907
KPMG LLP	P.O. BOX 4348 STATION A TORONTO ON M5W 7A6 CANADA
KPMG LLP	P.O. BOX 4348 STATION A TORONTO ON M5W 7A6 CANADA
KRJA SYSTEMS, INC./MAPTEK	14143 DENVER WEST PKWY STE 200 LAKEWOOD CO 80401-3275
LA QUINTA INN & SUITES	1591 GREAT BASIN BLVD ELY NV 89301
LAYNE CHRISTENSEN COMPANY	1800 HUGHES LANDING BLVD, SUITE 700 THE WOODLANDS TX 77380
LEICA GEOSYSTEMS, INC.	5051 SOUTH PEACHTREE CORNERS CIRCLE SUITE 250 NORCROSS GA 30092
LHOIST NORTH AMERICAN OF ARIZONA	3700 HULEN STREET FORT WORTH TX 76107
MARSH USA INC.	P.O. BOX 846015 DALLAS TX 75284

SERVICE LIST

Claim Name	Address Information
MARSH USA INC.	P.O. BOX 846015 DALLAS TX 75284
MARTIN M. HALE, JR.	ADDRESS ON FILE
MARY ANN SCHMIDT	TRANSFEROR: INFAlTH COMMUNITY FOUNDATION 1228 KARTH LAKE DRIVE ARDEN HILLS MN 55112-5714
MCCLELLAND LABORATORIES INC.	1016 GREG STREET SPARKS NV 89431
MCCLELLAND LABORATORIES INC.	1016 GREG STREET SPARKS NV 89431
MCMaster CARR SUPPLY	PO BOX 7690 CHICAGO IL 60680-7690
MD NUT AND BOLT	1440 AVENUE G ELY NV 89301
MEDIANT COMMUNICATIONS	ATTN: CONTROLLER 200 REGENCY FOREST DRIVE, SUITE 110 CARY NC 27518
METALS RESEARCH CORP.	3811 NORTH 3500 EAST KIMBERLY ID 83341
MF2, LLC	C/O PERKINS COIE LLP ATTN: DEBORAH GUTFELD 1900 SIXTEENTH ST, STE 1400 DENVER CO 80202
MG-POINT, LLC	C/O REINHART BOERNER VAN DEUREN S.C. ATTN: L. KATIE MASON, ESQ. 1000 NORTH WATER STREET, SUITE 1700 MILWAUKEE WI 53202
MG-POINT, LLC	C/O REINHART BOERNER VAN DEUREN S.C. ATTN: L. KATIE MASON, ESQ. 1000 NORTH WATER STREET, SUITE 1700 MILWAUKEE WI 53202
MICRO WORKS COMPUTER CENTER	204 ANDOVER ST ANDOVER MA 01810
MICROSOFT CORPORATION	P.O. BOX 842103 DALLAS TX 75284
MICROSOFT CORPORATION	P.O. BOX 842103 DALLAS TX 75284
MILLER THOMPSON LLP	840 HOWE STREET, SUITE 1000 VANCOUVER BC V6Z 2M1 CANADA
MILLER THOMSON LLP	ATTN: PETER J.G. MCARTHUR ROBSON COURT 1000-840 HOWE STREET VANCOUVER, B.C. V6Z 2M1 CANADA
MODULAR SPACE CORPORATION	1200 SWEDES FORD ROAD BERWYN PA 19312
MT. WHEELER POWER	1600 GREAT BASIN BOULEVARD ELY NV 89315
MT. WHEELER POWER, INC.	P.O. BOX 151000 ELY NV 89315-1000
MT. WHEELER POWER, INC.	P.O. BOX 151000 ELY NV 89315-1000
NEVADA BELL TELEPHONE COMPANY	P.O. BOX 5025 CAROL STREAM IL 60197-5025
NEVADA DEPARTMENT OF TAXATION	PO BOX 7165 SAN FRANCISCO CA 94120-7165
NEVADA DIV OF ENVIRONMENTAL PROTECTION	901 SOUTH STEWART STREET, SUITE 4001 CARSON CITY NV 89701-5249
NEVADA DIVISION OF ENVIRONMENTAL PROTECT	901 SOUTH STEWART STREET, SUITE 4001 CARSON CITY NV 89701-5249
NEVADA RURAL HOUSING AUTHORITY	P.O. BOX 2688 ELKO NV 89803
NEW PIG CORP	ONE PORK AVE TIPTON PA 16684
NEWELL, ROGER A	1781 LARKSPUR DRIVE GOLDEN CO 80401
NEWFIELDS COMPANIES, LLC	ATTN: CHEYANNE SIEBENALER 1349 W. PEACHTREE ST NW SUITE 2000 ATLANTA GA 30309
NEWFIELDS MINING DESIGN & TECH SERVICES	225 SILVER STREET, SUITE 100 ELKO NV 89801
NORCO INC.	1125 WEST AMITY ROAD BOISE ID 83705
OFFICE PRO INC.	121 FREEPORT CIRCLE FALLON NV 89406
OFFICES FOR LESS	8141 N 1-70 FRONTAGE ROAD, SUITE 4 ARVADA CO 80002-3000
OLIO CRANE GROUP LLC	451 WEST 3440 SOUTH SALT LAKE CITY UT 84115
ORE-MAX, A DIVISION OF WADE RAIN INC.	C/O BROWNSTEIN RASK LLP ATTN: SCOTT L. JENSEN, ESQ. 1200 SW MAIN STREET PORTLAND OR 97205
ORION ROYALTY COMPANY, LLC	C/O PERKINS COIE LLP ATTN: DEBORAH GUTFELD 1900 SIXTEENTH ST, STE 1400 DENVER CO 80202
ORION ROYALTY COMPANY, LLC	C/O PERKINS COIE LLP ATTN: DEBORAH GUTFELD 1900 SIXTEENTH ST, STE 1400 DENVER CO 80202
OSLER, HOSKIN & HARCOURT LLP	BOX 50, 1 FIRST CANADIAN PLACE TORONTO ON M5X 1B8 CANADA
PACIFIC HIDE AND FUR DEPOT	PO BOX 1549 GREAT FALLS MT 59403
PARR BROWN GEE & LOVELESS	P.O. BOX 11019 SALT LAKE CITY UT 84147
PARR BROWN GEE & LOVELESS	P.O. BOX 11019 SALT LAKE CITY UT 84147
PATTON, THOMAS C. AND LINDA SUE	C/O BAKER & HOSTETLER LLP 1801 CALIFORNIA STREET, SUITE 4400 DENVER CO 80202

SERVICE LIST

Claim Name	Address Information
PCAOB	P.O. BOX 418631 BOSTON MA 02241
PERFORMANCE ASSOCIATES INTERNATIONAL	10195 NORTH ORACLE ROAD, SUITE 105 TUCSON AZ 85704
PERNECIA JOHNSON	P.O. BOX 912 EUREKA NV 89316
PERNECIA JOHNSON	P.O. BOX 912 EUREKA NV 89316
PITNEY BOWES	P.O. BOX 371887 PITTSBURGH PA 15250
PRECIOUS METALS SUMMIT CONFERENCE	1660 LINCOLN ST STE 2250 DENVER CO 80264-2201
PRECISION PUMP INC	PO BOX 30608 LAS VEGAS NV 89173-0608
PRIMAL WEAR, INC.	7700 CHERRY CREEK S. DRIVE, STE. 106 DENVER CO 80231
PROVIDENT CONSTRUCTION, INC.	12424 EAST WEAVER PLACE CENTENNIAL CO 80111
PUREWATER DYNAMICS, INC.	30 KALAMATH ST. DENVER CO 80223
QUICK SPACE	P.O. BOX 7417 RENO NV 89510
RAINTREE CONSTRUCTION LLC	P.O. BOX 281707 LAMOILLE NV 89828
RANDALL STOEBERT	D/B/A RS GOLD LLC 331 FAIRGROVE DR. SPRING CREEK NV 89515
RAPIDSPACE/QUICK SPACE	P.O. BOX 7417 RENO NV 89510
REDI SERVICES, LLC	PO BOX 310 LYMAN WY 82937
REED RANCHING, CO.	HC 30-340 SPRING CREEK NV 89815
REESE RIVER HYDROLOGIC	ATTN: JAY FISCHER 385 JILLIAN DRIVE BATTLE MOUNTAIN NV 89820
RESOURCE CONCEPTS INC.	340 N. MINNESOTA ST CARSON CITY NV 89703
RESOURCE CONCEPTS INC.	340 NORTH MINNESOTA STREET CARSON CITY NV 89703
RK PAYROLL SERVICES	8081 ARCO CORPORATE DRIVE, SUITE 200 RALEIGH NC 27617
ROSCOE POSTLE ASSOCIATES INC.	55 UNIVERSITY AVENUE SUITE 501 TORONTO ON M5J 2H7 CANADA
RUBY MOUNTAIN SPRING WATER	HC 30 - 340 SPRING CREEK NV 89815
SADHRA & CHOW LLP	ATTN: HANNAH CHOW 789 WEST PENDER STREET VANCOUVER BC V6C 1H2 CANADA
SAFETY FIRST TRAINING AND CONSULTING	P.O. BOX 1420 ELKO NV 89803
SALT LAKE WINDUSTRIAL	627 WEST 3900 SOUTH, SUITE C-2 SALT LAKE CITY UT 84123
SANITARY SEPTIC SERVICE	P.O. BOX 151555 ELY NV 89315
SATCOM GLOBAL	325 E ELLIOT RD STE 25 CHANDLER AZ 85225-1127
SAWCHAK, RICHARD P.	ADDRESS ON FILE
SCHMIDT FAMILY MINING PARTNERSHIP, LLC	C/O BAKER & HOSTETLER LLP 1801 CALIFORNIA STREET, SUITE 4400 DENVER CO 80202
SHERIDAN ROSS, PC	1560 BROADWAY, STE. 1200 DENVER, CO 80202-5141
SIERRA ENVIRONMENTAL MONITORING, INC.	ATTN: CATHY WELCH 1135 FINANCIAL BLVD. RENO NV 89502
SILVER STATE JANITORIAL	ATTN: PERNECIA JOHNSON PO BOX 912 EUREKA NV 89316
SOLENIS, LLC	500 HERCULES ROAD WILMINGTON DE 19808
SOUTHWEST ENERGY, LLC	2040 WEST GARDNER LANE TUCSON AZ 85705
SOUTHWEST IRRIGATION, LLC	401 SOUTH MALEY WALLCOX AZ 85643
SPACIAL DIMENSION	#301-221 WEST ESPLANADE NORTH VANCOUVER BC V7M 3J3 CANADA
SPILLMAN TECHNOLOGY SOLUTIONS	7068 S. MALTA CT. AURORA CO 80016
SPORTS WORLD	1500 AULTMAN STREET ELY NV 89301
SRK CONSULTING ENGINEERS	1125 17TH ST STE 600 DENVER CO 80202-2052
SRK CONSULTING ENGINEERS	1125 17TH ST STE 600 DENVER CO 80202-2052
STATE FIRE DC SPECIALISTS	5370 EAST IDAHO STREET ELKO NV 89801
STEC'S ADVERTISING SPECIALTIES	AND SAFETY AWARDS, LLC PO BOX 2431 RAPID CITY SD 57709
SUBURBAN PROPANE	P.O. BOX 12068 FRESNO CA 93776
SUBURBAN PROPANE	ONE SUBURBAN PLAZA, 240 ROUTE 10 WEST WHIPPANY NJ 07981
SUNBELT RENTALS INC.	P.O. BOX 409211 ATLANTA GA 30384
SVL ANALYTICAL, INC.	ATTN: DONELLA MOONEY PO BOX 929 #1 GOVERNMENT GULCH KELLOGG ID 83837
SWCA ENVIRONMENTAL CONSULTING	P.O. BOX 92170 ELK GROVE IL 60009
SWCA, INCORPORATED	ATTN: DENIS HENRY 3033 N. CENTRAL AVE. SUITE 145 PHOENIX AZ 85012
TAB PRODUCTS CO LLC	24923 NETWORK PLACE CHICAGO IL 60673

SERVICE LIST

Claim Name	Address Information
TGC HOLDINGS LTD.	C/O ERWIN & THOMPSON LLP ATTN: THOMAS P. ERWIN 241 RIDGE STREET, SUITE 210 RENO NV 89501
TIMOTHY ROSENER	P.O. BOX 74 EUREKA NV 89316
TJ COMMUNICATIONS, INC.	ATTN: FRITZ VAN DE KAMP 3366 W. 1820 SOUTH SALT LAKE CITY UT 84104
TREY S. ANDERSON	ADDRESS ON FILE
TRUE VALUE HARDWARE	1500 AVENUE F #4 ELY NV 89301-3506
U.S. BANK, N.A.	D/B/A U.S. BANK EQUIPMENT FINANCE 1310 MADRID ST MARSHALL MN 56258
UNITED RENTALS, INC.	ATTN: CATINA BENNETT 6125 LAKEVIEW ROAD # 300 CHARLOTTE NC 28269
UNITED STATES OF AMERICA	DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT 1340 FINANCIAL BLVD. RENO NV 89502-7147
UNIVAR USA, INC.	17425 NE UNION HILL ROAD REDMOND WA 98052
US BANK CORPORATE PAYMENT SYSTEMS	P.O. BOX 790428 ST LOUIS MO 63179
US BANK CORPORATE PAYMENT SYSTEMS	P.O. BOX 790428 ST LOUIS MO 63179
USGS NATIONAL CENTER, MS 270	12201 SUNRISE VLY. MS 270 STE. 6A224 RESTON VA 20192
W.W. GRAINGER, INC.	ATTN: SPECIAL COLLECTIONS DEPT. 7300 N. MELVINA AVE. MWX22882491798 NILES IL 60714
WADECO, INC.	P.O. BOX 23666 PORTLAND OR 97281
WESTERN NEVADA SUPPLY CO.	950 SOUTH ROCK BOULEVARD SPARKS NV 89431
WESTERN OILFIELDS SUPPLY CO.	D/B/A RAIN FOR RENT 5101 OFFICE PARK DR BAKERSFIELD CA 93309
WHEELER MACHINERY	ATTN: SHANE NORMAN P.O. BOX 413071 SALT LAKE CITY UT 84141-3071
WILLIAM BEE RIRIE HOSPITAL	RURAL HEALTH CLINIC 1500 AVE H ELY NV 89301-2699
WOLCOTT, LLC	550 CEDAR AVE. GRAND JUNCTION CO 81501
YU, FRANK S.	ADDRESS ON FILE
ZISCH, WILLIAM M.	ADDRESS ON FILE

Total Creditor count 245

Exhibit 9

SERVICE LIST

Claim Name	Address Information
COMMONWEALTH BANK OF AUSTRALIA	ATTN: DIRECTOR, PROJECT FINANCE 599 LEXINGTON AVENUE, 17TH FLOOR NEW YORK NY 10022
COMMONWEALTH BANK OF AUSTRALIA	ATTN: DIRECTOR, PROJECT FINANCE 599 LEXINGTON AVENUE, 17TH FLOOR NEW YORK NY 10022
COMMONWEALTH BANK OF AUSTRALIA	ATTN: DIRECTOR, PROJECT FINANCE 599 LEXINGTON AVENUE, 17TH FLOOR NEW YORK NY 10022
COMMONWEALTH BANK OF AUSTRALIA	ATTN: DIRECTOR, PROJECT FINANCE 599 LEXINGTON AVENUE, 17TH FLOOR NEW YORK NY 10022
COMMONWEALTH BANK OF AUSTRALIA	ATTN: DIRECTOR, PROJECT FINANCE 599 LEXINGTON AVENUE, 17TH FLOOR NEW YORK NY 10022
COMMONWEALTH BANK OF AUSTRALIA	ATTN: DIRECTOR, PROJECT FINANCE 599 LEXINGTON AVENUE, 17TH FLOOR NEW YORK NY 10022
HALE CAPITAL PARTNERS L.P., AS AGENT	C/O DBS LAW ATTN: DANIEL J. BUGBEE 155 NE 100TH ST, STE 205 SEATTLE WA 98125
HALE CAPITAL PARTNERS L.P., AS AGENT	C/O DBS LAW ATTN: DANIEL J. BUGBEE 155 NE 100TH ST, STE 205 SEATTLE WA 98125
HALE CAPITAL PARTNERS L.P., AS AGENT	C/O DBS LAW ATTN: DANIEL J. BUGBEE 155 NE 100TH ST, STE 205 SEATTLE WA 98125
HALE CAPITAL PARTNERS L.P., AS AGENT	C/O DBS LAW ATTN: DANIEL J. BUGBEE 155 NE 100TH ST, STE 205 SEATTLE WA 98125
HALE CAPITAL PARTNERS L.P., AS AGENT	C/O DBS LAW ATTN: DANIEL J. BUGBEE 155 NE 100TH ST, STE 205 SEATTLE WA 98125
JACOBS FIELD SERVICE NORTH AMERICA	C/O KEESAL YOUNG & LOGAN ATTN: TERRY ROSS OR DAVID D. PIPER 400 OCEANGATE LONG BEACH CA 90802

Total Creditor count 12

Exhibit 10

SERVICE LIST

Claim Name	Address Information
AHLVERS PLUMBING & HEATING & COOLING, INC	C/O SEARS LAW FIRM, LTD. 457 5TH STREET ELY NV 89301
ASPEN AMERICAN INSURANCE CO.	C/O STITES & HARBISON, PLLC ATTN: BRIAN H. MELDRUM, ESQ. 400 W. MARKET STREET, SUITE 1700 LOUISVILLE KY 40207
DAN F. HALSTEAD & SON TRUCKING	HC 34 BOX 34150 ELY NV 89301
DORSEY & WHITNEY LLP	ATTN: STEVEN HEIM P.O. BOX 1680 MINNEAPOLIS MN 55480
E & M ENTERPRISES, INC.	5715 W. ALEXANDER ROAD SUITE 155 LAS VEGAS NV 89130
ENTERPRISE LEASING CO. WEST	6855 BERMUDA RD LAS VEGAS NV 89119
EPC SERVICES COMPANY	C/O ITO LAW GROUP LLC ATTN: PETER W. ITO 1550 LARIMER STREET, SUITE 667 DENVER CO 80202
GOLDER ASSOCIATES INC.	ATTN: SUSAN DAVIS 3730 CHAMBLEE TUCKER ROAD ATLANTA GA 30341
GUST ELECTRIC, INC.	C/O SEARS LAW FIRM, LTD. 457 5TH STREET ELY NV 89301
GUSTAVSON ASSOCIATES LLC	C/O ONSAGER GUYERSON FLETCHER JOHNSON ATTN: MICHAEL J. GUYERSON 1801 BROADWAY, SUITE 900 DENVER CO 80202
HALE CAPITAL PARTNERS L.P., AS AGENT	C/O DBS LAW ATTN: DANIEL J. BUGBEE 155 NE 100TH ST, STE 205 SEATTLE WA 98125
JACOBS FIELD SERVICE NORTH AMERICA	C/O KEESAL YOUNG & LOGAN ATTN: TERRY ROSS OR DAVID D. PIPER 400 OCEANGATE LONG BEACH CA 90802
KG MINING (BALD MOUNTAIN) INC.	TRANSFEROR: BARRICK GOLD US INC. C/O CROWLEY FLECK PLLP-ATTN: J. BELCHER 152 NORTH DURBIN STREET, SUITE 220 CASPER WY 82601
ROSCOE MOSS MANUFACTURING COMPANY	C/O SNELL & WILMER LLP ATTN: BRIAN P. GAFFNEY 1200 SEVENTEENTH STREET, SUITE 1900 DENVER CO 80202
SILVER STATE JANITORIAL	ATTN: PERNECIA JOHNSON PO BOX 912 EUREKA NV 89316
SURE STEEL, INC.	C/O SMITH & SHAPIRO, PLLC ATTN: JAMES E. SHAPIRO, ESQ. 2520 SAINT ROSE PARKWAY, SUITE 220 HENDERSON NV 89074
UNITED STATES OF AMERICA	DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT 1340 FINANCIAL BLVD. RENO NV 89502-7147
ZISCH, WILLIAM M.	8610 SOUTH VALLEY HIGHWAY, SUITE 280 ENGLEWOOD CO 80112
ZURICH AMERICAN INSURANCE CO	PO BOX 361345 COLUMBUS OH 43236-1345

Total Creditor count 19

Exhibit 11

SERVICE LIST

Claim Name	Address Information
500 CLUB	709-5166 LAKESHORE RD BURLINGTON ON L7L 1C3 CANADA
557212 ONTARIO INC	OPERATING AS NATIONAL MECHICALINC 1965 EDENVALE CRES BURLINGTON ON L7P 3H9 CANADA
AGATA J KOSINSKI	3480 NAIRN AVE VANCOUVER BC V5S 4B5 CANADA
ALAN BEST	540 WEBSTER AVE COQUITLAM BC V3J 2H6 CANADA
ALBERT YANOFSKY	35 NURGITZ BAY WINNIPEG MB R2V 4M8 CANADA
ALFRED YORK	PO 891 NANAIMO BC V9R 5G5 CANADA
ALLEN J JACOBY &	SUE A JACOBY TEN COM BOX 858 BANDERA TX 78003-0858
ALVIN MOSCH	PO BOX 3236 IDAHO SPRINGS CO 80452
ASPEN AMERICAN INSURANCE CO.	C/O STITES & HARBISON, PLLC ATTN: BRIAN H. MELDRUM, ESQ. 400 W. MARKET STREET, SUITE 1700 LOUISVILLE KY 40207
BINGO G WESNER &	KAREN T WESNER JT TEN 280 OLD EMIGRANT LOVELOCK NV 89419-5647
BRAD MCPHEE	240-1737 3RD AVE W VANCOUVER BC V6J 1K7 CANADA
BRYCE ROSITCH	42-120 POWELL ST VANCOUVER BC V6A 1G1 CANADA
CANACCORD CAPITAL CORPORATION	2200-609 GRANVILLE ST PO BOX 10337 PACIFIC CENTRE VANCOUVER BC V7Y 1H2 CANADA
CAROLEE HOLTER	13 MICKEL LANE MILFORD CT 06461
CHANG TRUST	334 HERMOSA PLACE PALM SPRINGS CA 92262
CHANG TRUST	NACHENIUS TJEENK & CO NV C/O SEYMOUR LAZAR 334 HERMOSA PLACE PALM SPRINGS CA 92262
CHARLIE CARDILLO	554 DICENZO DR HAMILTON ON L9B 2C3 CANADA
CHRISTINE RALFS	1680 11604-650 GEORGIA ST W VANCOUVER BC V6B 4N9 CANADA
CHRISTOPHER JAKOBIAK CUST	BELLA K JAKOBIAK UTMA NV 8416 SHADY PINES DR LAS VEGAS NV 89143
CHRISTOPHER W GRAF	2202-1111 BEACH AVE VANCOUVER BC V6E 1T9 CANADA
CIGNA	8505 EAST ORCHARD ROAD GREENWOOD VILLAGE CO 80111
COMPUTERSHARE AS AGENT FOR	NEARY RESOURCES CORP UNEXCHANGED SHS FOR CUSIP 639915107 200-510 BURRARD ST VANCOUVER BC V6C 3B9 CANADA
COMPUTERSHARE INVESTOR SERVICES INC	AS AGENT FOR THE UNEXCH SHS OF PAN-NEVADA CORPORATION C/O CORPORATE ACTIONS; 100 UNIVERSITY AVE 9TH FLOOR TORONTO ON M5J 2Y1 CANADA
CONNOR STRAUSS	801 S PITT STREET SUITE 219 ALEXANDRIA VA 22314
COURTNEY ANN ROWE	127 SUNMOUNT BAY SE CALGARY AB T2X 2N2 CANADA
COWPER WILL TRUST	C/O JANE WILLIAMS 148 LONDON RD GUILFORD SURREY GU1 1UF UNITED KINGDOM
CRISTINA HAWES-MOHR	49 CENTRAL DR PLANDOME NY 11030
DALE CHARLTON	873 MOUNT ROYAL DR KELOWNA BC V1Y 3M3 CANADA
DAVE BOONOV	17 BRAMBLEBERRY PL WINNIPEG MB R2V 4L3 CANADA
DAVID K CHRISTENSEN &	ANNETTE H CHRISTENSEN JT TEN 11724 S BRIARGLEN DR SANDY UT 84092
DEBBIE J MARION	BOX 2052 DAWSON CREEK BC V1G 4K8 CANADA
DENIS SIMONEAU	40 DES FOUGERES COURS VERDUN QC H3E 1X6 CANADA
DISCOVERY TRUST COMPANY OF CANADA	<A/C 4036471> 1195 BROADWAY W VANCOUVER BC V6H 3X5 CANADA
DISCOVERY TRUST COMPANY OF CANADA	<A/C 4040481> 1195 BROADWAY W VANCOUVER BC V6H 3X5 CANADA
DORSEY & WHITNEY LLP	P.O. BOX 1680 MINNEAPOLIS MN 55480
EDJ LIMITED	300 DRAKES LANDING RD SUITE 175 GREENBRAE CA 94904
EDWARD D JONES & CO CUST	PAUL A MADDOCK IRA 22 LADUE MANOR SAINT LOUIS MO 63124-1882
ELKO KLEINSCHMIDT	38 PARKER AVE ANCASTER ON L9G 1A7 CANADA
ELVIS MILOSAVLJEVIC	7580 DORCHESTOR DRIVE BURNABY BC V5A 3G6 CANADA
EREF MID II LLC	C/O HALE CAPITAL MANAGEMENT 17 STATE STREET SUITE 3230 NEW YORK NY 10004
EREF MID LLC	C/O HALE CAPITAL 17 STATE STREET SUITE 3230 NEW YORK NY 10004
EREF-MID II LLC	C/O HALE CAPITAL 17 STATE STREET SUITE 3230 NEW YORK NY 10004
EREF-MID II LLC	C/O HCP-MID LLC C/O HALE FUND MANAGEMENT LLC 17 STATE STREET SUITE 3230 NEW YORK NY 10004
EREF-MID II LLC	C/O HALE FUND MANAGEMENT LLC MANAGING MEMBER 17 STATE STREET SUITE 3230 NEW

SERVICE LIST

Claim Name	Address Information
EREF-MID II LLC	YORK NY 10004
ERINDALE CAPITAL CORP	CHANCERY CHAMBERS CHANCERY HOUSE HIGH STREET BRIDGETOWN WEST INDIES BARBADOS
EUGENE L DANYLUK	10680 WILLIAMS RD RICHMOND BC V7A 1H8 CANADA
EXCHANGES CONTROL FOR CLASS C01	C/O CORPORATE ACTIONS 100 UNIVERSITY AVE 9TH FLOOR TORONTO ON M5J 2Y1 CANADA
EXCHANGES CONTROL FOR CLASS M01	C/O CORPORATE ACTIONS 100 UNIVERSITY AVE 9TH FLOOR TORONTO ON M5J 2Y1 CANADA
EXCHANGES CONTROL FOR CLASS M02	C/O CORPORATE ACTIONS 100 UNIVERSITY AVE 9TH FLOOR TORONTO ON M5J 2Y1 CANADA
EXCHANGES CONTROL FOR CLASS M03	C/O CORPORATE ACTIONS 100 UNIVERSITY AVE 9TH FLOOR TORONTO ON M5J 2Y1 CANADA
EXCHANGES CONTROL FOR CLASS M04	C/O CORPORATE ACTIONS 100 UNIVERSITY AVE 9TH FLOOR TORONTO ON M5J 2Y1 CANADA
FRANK G MERTES JR	7125 N RIDGE DR RALEIGH NC 27615-7038
FRANK YU	9721 ORIENT EXPRESS COURT LAS VEGAS NV 89145
FRASER GEOLOGICAL	711 W 20TH NORTH VANCOUVER BC V7P 2B3 CANADA
GARDINER WATSON LIMITED	C/O MIDLAND WALWYN CAPITAL INC 121 KING STREET W TORONTO ON M5H 3W6 CANADA
GEORGE A SCHELLENBERG	12-4300 STONEYWOOD LANE VICTORIA BC V8X 5A5 CANADA
GEORGE R EAKIN &	PAMELA NAN EAKIN JT TEN GROVE CITY STREET BOX 281 CLINTONVILLE PA 16372
GEORGE T HAWES	49 CENTRAL DRIVE PLANDOME NY 11030
GERALD COULTER	6987 210 ST LANGLEY BC V2Y 2R7 CANADA
GRAHAM A BROWN	1150 BURNABY ST SUITE 2008 VANCOUVER BC V6E 1P2 CANADA
GREGORY GURCHIN	3 REGENT CIR FL ONE JAMAICA PLAIN MA 02130-4027
HAZEL GOLDING	21-46289 YALE RD CHILLIWACK BC V2P 2P7 CANADA
HCP-MID LLC	C/O HALE FUND MANAGEMENT LLC MANAGING MEMBER 17 STATE STREET SUITE 3230 NEW YORK NY 10004
HCP-MID LLC	C/O HALE CAPITAL MANAGEMENT 17 STATE STREET SUITE 3230 NEW YORK NY 10004
HIDEKO M WHITE	1014 SEENA AVENUE LOS ALTOS CA 94022
HOMER L MERIWETHER &	LELA M MERIWETHER JT TEN 2500 S NORMAN AVE EVANSVILLE IN 47714-4766
IAN THOMAS HAWES	49 CENTRAL DR MANHASSET NY 11030
INV-MID LLC	C/O INVESTURE LLC ATTN ANDRITY SHAPOWAL 126 GARRET STREET SUITE J CHARLOTTESVLE VA 22902
INV-MID LLC	17 STATE STREET SUITE 3230 NEW YORK NY 10004
INV-MID LLC	C/O HALE CAPITAL MANAGEMENT 17 STATE STREET SUITE 3230 NEW YORK NY 10004
J D CLUCAS HOLDINGS INC	3188 ROBINSON RD NORTH VANCOUVER BC V7J 3E9 CANADA
JAMES E WILLINGHAM IV	SEPARATE PROPERTY PO BOX 1647 UVALDE TX 78802
JANET BOONOV	17 BRAMBLEBERRY PL WINNIPEG MB R2V 4L3 CANADA
JENNIFER LYNN SCHARF	369 E NEWARK LAPEER MI 48446
JERRY H DAVIS &	HILDA K DAVIS JT TEN 4432 NEW MARKET BANTA RD LEWISBURG OH 45338
JOHN DEMCHUK	3709 JOYCE AVE POWELL RIVER BC V8A 2Y7 CANADA
JOHN DENLINGER	773 N 650E OUNTIFUL UT 84010-3529
JOHN J PRITKAZSKY	14614 SOUTH EAST 198TH ST RENTON WA 98058
JOHN R WISINGER	1352 AUTUMN TRL LEWISVILLE TX 75067-5510
JONES GABLE & COMPANY LIMITED	600-110 YONGE ST TORONTO ON M5C 1T6 CANADA
JORDAN C ETHANS ESTATE	57 ALDERSHOT BLVD WINNIPEG MB R3P 0C9 CANADA
JORDON JAMES	125 ADELAIDE ST WINNIPEG MB R3A 0W4 CANADA
JULIE BROWN	201-1396 BURNABY ST VANCOUVER BC V6E 1P9 CANADA
KELVIN BRITTEN	101-9300 UNIVERSITY CRES BURNABY BC V5A 4X9 CANADA
KEN PENNINGTON	4719 REDRIDGE ROAD KELOWNA BC V1W 3A6 CANADA
KENNETH MENTELL &	CORINNE MENTELL JT TEN 11041 PERWINKLE LANE LOUISVILLE KY 40291
KEVIN WITZKE	4780 REDRIDGE RD KELOWNA BC V1W 3A6 CANADA
KEYSTATE CORPORATE MANAGEMENT	P.O. BOX 50401 HENDERSON NV 89016
KIM DONALD-HAVERTY	893 DOWNING ST WINNIPEG MB R3G 2P6 CANADA
KRISTEN KAY BORDER	4989 PONDVIEW CT HOLLY MI 48442

SERVICE LIST

Claim Name	Address Information
KURT DREIER	972 MOHAWK RD E HAMILTON ON L8T 2S2 CANADA
LEANNE M BAKER	600 GRANDVIEW ROAD SEBASTOPOL CA 95472
LESLIE JOHN FARRELL	14445 E PLACITA LOMA ALTA TUCSON AZ 85747
LORI MARTIN	168 COURTENAY DR SHERWOOD PARK AB T8A 5L2 CANADA
LORNA SANDERSON	163 MANOR DR COMOX BC V9M 1C7 CANADA
LYNNE BRYSON	31-120 POWELL ST VANCOUVER BC V6A 1G1 CANADA
MARCO SANTAVENERE &	ADELE SANTAVENERE JT TEN 5092 MAIN STREET VANCOUVER BC V5W 2R3 CANADA
MARY C ANDERSON TR	UA 10/01/03 MARY C ANDERSON TRUST BOX 136 REED CITY MI 49677-0136
MARY MARTIN	7738 TEAKWOOD PL VANCOUVER BC V5S 4A5 CANADA
MARY RYAN	1731 PAVILION WAY UNIT 402 PARK RIDGE IL 60068
MATTHEW SHEERIN	56 SUNSET DRIVE MANHASSET NY 11030
MAY MARTIN	10 VILLAGE GREEN APT 801 STONEY CREEK ON L8G 2J3 CANADA
MAYER, DIANNE	104 CARRIE LN MANITOWOC WI 54220
MAYER, JOHN F.	104 CARRIE LN MANITOWOC WI 54220
MCDERMID ST LAWRENCE	CHISHOLM LTD PO BOX 90 1000-601 HASTINGS ST W VANCOUVER BC V6B 5E2 CANADA
MCDERMID ST LAWRENCE SECURITIES	LTD BOX 90 1000-601 HASTINGS ST W VANCOUVER BC V6B 5E2 CANADA
MENDERES HOLDING LTD	C/O BANK SARASIN 7 CIE PO BOX 4002 BASEL SWITZERLAND
MERV EVANS &	LARRY EVANS JT TEN PO BOX 43 ALTARIO AB T0C 0E0 CANADA
MICHAEL MARTIN	1116 POPLAR DR GILFORD ON L0L 1R0 CANADA
MICHAEL R DEITZ	TR UA 04/12/79 MICHAEL R DEITZ REV TRUST 5211 W 64TH TER PRAIRIE VLG KS 66208
MICHAEL WHITESIDE	7388 MACPHERSON AVE SUITE 147 BURNABY BC V5J 0A1 CANADA
MRS DOROTHY ROBB	318 CLIFTON TERR VICTORIA BC V9A 5X9 CANADA
MRS PAT PORTER	BOX 2217 STEINBACH MB R0A 2A0 CANADA
OSCAR WEITZMAN	31 TERRACE DR DUNDAS ON L9H 3X1 CANADA
PATRICIA FRASER	PO BOX 602 BEAVERLODGE AB T0H 0C0 CANADA
PATRICIA GATLIN	109 LINCOLNSHIRE BELLEVILLE IL 62221
PCGI ADVISORY SERVICES INC	FORT NASSAU CCENTER MARLBOROUGH STREET PO BOX N-4875 NASSAU BAHAMAS
PETER KNOWLDEN	5440 16TH AVENUE DELTA BC V4M 2H6 CANADA
PORTER PARTNERS LP	300 DRAKES LANDING RD SUITE 175 GREENBRAE CA 94904
RAYMOND PRUITT	401 W DALLAS ST CANTON TX 75103
REGENCY PLYMOUTH CHRYSLER	DESTINATION AUTO VENTURES INC 1600 MARINE DR NORTH VANCOUVER BC V7P 1T9 CANADA
RICHARD STAAS &	TRACEY G STAAS JT TEN 679 KINGSWOOD VALE PERKIOMENVILLE PA 18074
ROB ASHBURNER	2939 31ST AVE W VANCOUVER BC V6L 2A5 CANADA
ROBERT BRUCE YBARRA	86 E PLEASANT LAKE RD NORTH OAKS MN 55127
ROBERT DARLING	BOX 5081 RICHMOND VA 23220-0081
ROBERT K BULLARD	PO BOX 5374 LARGO FL 33779-5374
ROBERTA DUNLOP	471 BEAVERBROOK ST WINNIPEG MB R3N 1N2 CANADA
ROCKY MOUNTAIN RESERVE	P.O. BOX 631458 LITTLETON CO 80120
ROGER A NEWELL	1781 LARKSPUR DRIVE GOLDEN CO 80401
RONALD E SOWERBY	2213 SORRENTO DR COQUITLAM BC V3K 6H6 CANADA
ROSE CARMICHAEL	732 MAPLETON DRIVE S E CALGARY AB T2J 1S2 CANADA
S H A ENERGY INC	ATTN STEPHEN ANDERSON BOX 136 REED CITY MI 49677-0136
SCOTT HARMON &	JANE HARMON JT TEN 4079 PASKAY DR WEST VALLEY CITY UT 84120-6167
SEYMOUR LAZAR CUST	YUNA HEATH UTMA CA 334 W HERMOSA PL PALM SPRINGS CA 92262
SHARON YANOFSKY	35 NURGITZ BAY WINNIPEG MB R2V 4M8 CANADA
STEVEN DESCHAMPS	420 PARRY ST SUITE 403 VICTORIA BC V8V 2H7 CANADA
STEVEN J PRATT &	CARRIE LYNN PRATT JT TEN 2550 HAWLEY BLVD WESTLAND MI 48186
SUN VILLAGE LLC	C/O WILLIAM L HOLTER 116 WOODWIND VICTORIA TX 77904
TERRY MCCRORY	SITE 10 C-9 RR 4 SALMON ARM BC V1E 4M4 CANADA

SERVICE LIST

Claim Name	Address Information
THE ROYAL TRUST COMPANY S A	ATTN WILLIAM SOLOWAY 4452 GRAVELEY ST BURNABY BC V5C 3T8 CANADA
THEODORE R STELTON	8019 118TH AVENUE N E KIRKLAND WA 98033
THOMAS L BELAUSTEGUI	4205 ROSS DR RENO NV 89519-2944
TIM ARMSTRONG	29-3459 RIVER RD W DELTA BC V4K 4Y9 CANADA
TIM PRESTON	2093 2ND AVENUE WHITEHORSE YT Y1A 1B5 CANADA
TRITARTEMORION INVEST SPF	BOULEVARD ROYAL 25A 2449 LUXEMBOURG
US BANK NA	D/B/A US BANK EQUIPMENT FINANCE 1310 MADRID STREET MARSHALL MN 56258
VANCOUVER STOCK EXCHANGE SERVICE	CORPORATION 609 GRANVILLE ST PO BOX 10333 VAN LCD PACIFIC CENTRE VANCOUVER BC V7Y 1H1 CANADA
VERNA SMITH	8220 ELBOW DR SW CALGARY AB T2V 1K4 CANADA
WALTER K BOEHME	119 BOCK AVE WENONAH NJ 08090
WEST CANADA DEPOSITORY TRUST COMPANY	PO BOX 1038 STATION A 25 THE ESPLANADE TORONTO ON M2W 1E0 CANADA
WILFRED PROKOP	9211 135A AVE NW EDMONTON AB T5E 1S5 CANADA
WILLIAM M SHERIFF	C/O WILLIAM M SHERIFF 11521 N WARREN ST HAYDEN ID 83835-8192
ZISCH, WILLIAM M.	ADDRESS ON FILE

Total Creditor count 153

Exhibit 12

Claim Name	Address Information
AMERIPRISE (0756)	GREG WRAALSTAD OR PROXY MGR 901 3RD AVE SOUTH , MINNEAPOLIS MN, 55474
BAIRD & CO. INCORPORATED (0547)	JAN SUDFELD OR PROXY MGR 777 E. WISCONSIN AVENUE 19TH FLOOR , MILWAUKEE WI, 53202
BANK OF AMERICA, NA/GWIM TRUST OPERATIONS (0955)	SHARON BROWN OR PROXY MGR 1201 MAIN STREET 9TH FLOOR , DALLAS TX, 75202
BANK OF NEW YORK MELLON (0901/0954)	JENNIFER MAY OR PROXY MGR 525 WILLIAM PENN PLACE SUITE 153-0400 , PITTSBURGH PA, 15259
BARCLAYS CAPITAL (5101 & 0229)	ANTHONY SCIARAFFO OR PROXY DEPT. 400 JEFFERSON PARK , WHIPPANY NJ, 07981
BB&T SECURITIES (0702)	JESSE W. SPROUSE OR PROXY MGR 8006 DISCOVERY DRIVE SUITE 200 , RICHMOND VA, 23229
BBS SECURITIES	DEBORAH CARLYLE 4100 YONGE ST SUITE 506 , TORONTO, ON , M2P 2B5 CANADA
BBS SECURITIES INC./CDS** (5085)	DEBORAH CARLYLE OR PROXY MGR 4100 YONGE STREET SUITE 504A , TORONTO ON, M2P 2G2 CANADA
BMO NESBITT BURNS INC.	DINA FERNANDES 250 YONGE ST., 7TH FLOOR , TORONTO, ONTARIO , M5B 2M8 CANADA
BMO NESBITT BURNS INC. /CDS (5043)	LOUISE TORANGEAU OR PROXY MGR 1 FIRST CANADIAN PLACE 13TH FL P. O. BOX 150 , TORONTO ON, M5X 1H3 CANADA
BNP PARIBAS PRIME BROKERAGE, INC. (2154)	RONALD PERSAUD OR PROXY MGR 525 WASHINGTON BLVD 9TH FLOOR , JERSEY CITY NJ, 07310
BNP PARIBAS, NEW YORK BRANCH (2147)	GENE BANFI OR PROXY MGR 525 WASHINGTON BLVD 9TH FLOOR , JERSEY CITY NJ, 07310
BNP/CUST (2787)	MANGALA PRAKASH OR PROXY MGR 525 WASHINGTON BLVD. 9TH FLOOR , JERSEY CITY NJ, 07310
BROADRIDGE FINANCIAL	JOB: N03705 51 MERCEDES WAY , EDGEWOOD NY, 11717
BROADRIDGE FINANCIAL - CANADA	JOB: N03706 5970 CHEDWORTH WAY , MISSISSAUGA ON, L5R 4G5 CANADA
BROWN BROTHERS HARRIMAN & CO. (0010 / 0109)	CORPORATE ACTIONS / VAULT 140 BROADWAY , NEW YORK NY, 10005
CANACCORD GENUITY CORP.	JOCELYN TUPAZ-ABACAN 2200-609 GRANVILLE ST., VANCOUVER, B.C. , V7Y 1H2 CANADA
CANTOR FITZGERALD & CO. (0696)	ANTHONY ROYE CORPORATE ACTIONS 55 WATER STREET, 28TH FLOOR , NEW YORK NY, 10041
CANTOR FITZGERALD & CO. / CANTOR CLE	BRIAN GRIFITH OR PROXY MGR 135 EAST 57TH ST , NEW YORK NY, 10022
CDS CLEARING AND DEPOSITORY SERVICES INC.	LORETTA VERELLI OR PROXY MGR 600 BOUL.DE MAISONNEUVE QUEST BUREAU 210 , MONTREAL QC, H3A 3J2 CANADA
CETERA INVESTMENT SERVICES LLC	ANGELA HANDELAND, SUPERVISOR OR PROXY MGR 400 1ST STREET SOUTH SUITE 300 , ST CLOUD MN, 56301
CHARLES SCHWAB & CO., INC. (0164)	CHRISTINA YOUNG OR PROXY MGR 2423 EAST LINCOLN DRIVE , PHOENIX AZ, 85016-1215
CIBC MELLON GSS	MARIA CODINHA 320 BAY STREET, 4TH FL., , TORONTO, ONTARIO , M5H 4A6 CANADA
CIBC WORLD MARKETS INC.	NARRY TEEMAL / JON REED 22 FRONT ST. W., 7TH FLOOR, TORONTO, ONTARIO, , M5J 2W5 CANADA
CIBC WORLD MKTS. /CDS (5030)	REED JON OR PROXY DEPT. 22 FRONT ST. W. 7TH FL , TORONTO ON, M5J 2W5 CANADA
CITADEL SECURITIES LLC (0395)	KEVIN NEWSTEAD OR PROXY MGR 131 SOUTH DEARBORN STREET 35TH FLOOR , CHICAGO IL, 60603
CITIBANK CANADA	MIGUEL MINGUEZ 123 FRONT ST. W., 18TH FL., TORONTO, ONTARIO , M5J 2M3 CANADA
CITIBANK, N.A. (0908)	SHERIDA SINANAN OR PROXY DEPT. 3801 CITIBANK CENTER B/3RD FLOOR/ZONE 12 , TAMPA FL, 33610
CITIGROUP GLOBAL MARKETS INC. (0418)	SHERRYL NASH-COOK OR PROXY MGR 388 GREENWICH STREET 11TH FLOOR , NEW YORK NY, 10013
COR CLEARING (0052)	CORPORATE ACTIONS DEPT. 1200 LANDMARK CENTER, STE. 800 , OMAHA NE, 68102-1916
CREDENTIAL SECURITIES INC	DANIELLE MONTANARI 700 - 1111 W. GEORGIA ST, , VANCOUVER, BC , V6E 4T6 CANADA
CREDIT SUISSE (0355)	EMILY CONNORS OR PROXY DEPT. C/O REORGANIZATION DEPT. 7033 LOUIS STEPHENS DRIVE 4TH FLOOR, RESEARCH TRIANGLE PARK NC, 27709
CREST INTL NOMINEES LIMITED (2012)	NATHAN ASHWORTH OR PROXY MGR 33 CANNON STREET , LONDON , EC4M 5SB UNITED KINGDOM

Claim Name	Address Information
D. A. DAVIDSON & CO. (0361)	RITA LINSKEY OR PROXY MGR 8 THIRD STREET NORTH , GREAT FALLS MT, 59401
DAVENPORT & COMPANY LLC (0715)	KIM NIEDING OR PROXY MGR 901 EAST CARY ST 11TH FLOOR , RICHMOND VA, 23219
DEPOSITORY TRUST CO.	ROBERT GIORDANO 55 WATER STREET 25TH FLOOR , NEW YORK NY, 10041
DESJARDINS SECURITIES INC.** (5028)	VERONIQUE LEMIEUX OR PROXY MGR 1060 UNIVERSITY STREET SUITE 101 , MONTREAL QC, H5B 5L7 CANADA
DEUTSCHE BANK SECURITIES, INC. (0573)	ATTN: PROXY MGR 120 LONG RIDGE ROAD 3 NORTH , STAMFORD CT, 06902
EDWARD JONES	KENNIQUE MEALS CORP ACTION AND DISTRIBUTION, 12555 MANCHESTER ROAD, , ST. LOUIS MO, 63131
EDWARD JONES (0057)	DEREK ADAMS OR PROXY DEPT. CORPORATE ACTIONS & DISTRIBUTION 12555 MANCHESTER ROAD , ST. LOUIS MO, 63131
ETRADE/APEX (0158/0385)	C/O BROADRIDGE SECURITIES PROCESSING SOLUTIONS ATTN: YASMINE CASSEUS 2 JOURNAL SQUARE PLAZA, 5TH FLOOR , JERSEY CITY NJ, 07306
FIDELITY CLEARING CANADA ULC	LINDA SARGEANT BELL TRINITY SQUARE, SOUTH TOWER, 483 BAY ST., SUITE 200, , TORONTO, ONTARIO , M5G 2N7 CANADA
FIDELITY CLEARING CANADA ULC/CDS** (5040)	LINDA SARGEANT OR PROXY MGR 401 BAY STREET SUITE 2910 , TORONTO ON, M5H 2Y4 CANADA
FIDUCIARY SSB (0987)	STEPHEN MORAN OR PROXY MGR 225 FRANKLIN STREET MAO-3 , BOSTON MA, 02110
FIRST CLEARING, LLC (0141)	MATT BUETTNER OR PROXY MGR 2801 MARKET STREET H0006-09B , ST. LOUIS MO, 63103
FIRST SOUTHWEST CO. (0309)	DONALD KARAS OR PROXY DEPT. 325 NORTH ST. PAUL STREET , DALLAS TX, 75201
FOLIO (FN) INVESTMENTS, INC. (0728)	ASHLEY THEOBALD OR PROXY MGR 8180 GREENSBORO DRIVE 8TH FLOOR , MCLEAN VA, 22102
GMP SECURITIES LP	MARINO MEGGETTO 145 KING STREET W, SUITE 300, , TORONTO, ONTARIO , M5H 1J8 CANADA
GOLDMAN SACHS (0005 / 0501)	MEGHAN SULLIVAN OR PROXY DEPT. 30 HUDSON STREET PROXY DEPARTMENT , JERSEY CITY NJ, 07302
HAYWOOD SECURITIES INC.	ANNA MADILAO 20TH FL. COMMERCE PLACE 400 BURRARD STREET, , VANCOUVER, BC , V6C 3A6 CANADA
HAYWOOD SECURITIES INC./CDS** (5058)	PROXY MGR 400 BURRARD STREET SUITE 700 , VANCOUVER BC, V6C 3L6 CANADA
HSBC SECURITIES (USA) INC. (FIXED IN	LEONARD BELVEDERE, VICE PRESIDENT OR PROXY MGR 452 FIFTH AVENUE 11TH FLOOR , NEW YORK NY, 10018
INDUSTRIAL AND COMMERCIAL BANK OF CH	NENRY NAPIER OR PROXY MGR 1633 BROADWAY , NEW YORK NY, 10019
INDUSTRIAL AND COMMERCIAL BANK OF CHINA (0824)	ATTN: HENRY NAPIER 1633 BROADWAY, 28TH FLOOR , NEW YORK NY, 10019
INGALLS & SNYDER, LLC (0124)	JOSEPH DI BUONO OR PROXY MGR 61 BROADWAY 31ST FLOOR , NEW YORK NY, 10006
INT BROKERS (0534)	KARIN MCCARTHY OR PROXY DEPT. 8 GREENWICH OFFICE PARK , GREENWICH CT, 06831
INT BROKERS (0534) / TIMBER HILL (0549)	OSCAR NAZARIO OR PROXY MGR 85 BROAD STREET , NEW YORK NY, 10004
INTERACTIVE BROKERS CANADA INC	KARIN MCCARTHY 8 GREENWICH OFFICE PARK, , GREENWICH CT, 06831
INVESHARE WAREHOUSE DIST. CTR.	ATTN: RECEIVING 156 FERNWOOD AVENUE , EDISON NJ, 08837-3857
J.P. MORGAN CLEARING CORP. (0352/ 0902/ 2357)	RAMZY SHREIM / GREGORY WINKELMAN OR PROXY MGR 500 STANTON CHRISTIANA ROAD, OPS 4 , NEWARK DE, 19713-2107
JEFFERIES & COMPANY, INC. (0019)	ROBERT MARANZANO OR PROXY MGR 34 EXCHANGE PL , JERSEY CITY NJ, 07311
JPMORGAN CHASE (0902)	RAMZY SHREIM / GREGORY WINKELMAN OR PROXY MGR 500 STANTON CHRISTIANA ROAD, OPS 4 , NEWARK DE, 19713-2107
KEYBANK NATIONAL ASSOCIATION (2205)	WILLIAM WEBBER OR PROXY MGR 4900 TIEDEMAN ROAD , BROOKLYN OH, 44144
KNIGHT CLEARING SERVICES LLC (0295)	JANICA BRINK OR PROXY MGR 545 WASHINGTON BLVD. , JERSEY CITY NJ, 07310
LEEDE FINANCIAL MARKETS INC.	BARB MORIN SUITE 2300, 777-8 AVENUE S.W., CALGARY, ALBERTA , T2P 3R5 CANADA
LEK SECURITIES CORPORATION (0512)	DANIEL HANUKA OR PROXY MGR 140 BROADWAY 29TH FLOOR , NEW YORK NY, 10005

Claim Name	Address Information
LPL FINANCIAL CORPORATION (0075)	KRISTIN KENNEDY OR PROXY MGR 9785 TOWNE CENTRE DRIVE , SAN DIEGO CA, 92121-1968
MACKIE RESEARCH CAPITAL CORP	HEATHER CAGULADA 199 BAY ST., SUITE 4500, COMMERCE COURT W., PO BOX 368, , TORONTO, ONTARIO , M5L 1G2 CANADA
MACKIE RESEARCH CAPITAL CORPORATION/CDS** (5029)	TONY RODRIGUES OR PROXY MGR 199 BAY STREET COMMERCE COURT WEST, SUITE 4600 , TORONTO ON, M5L 1G2 CANADA
MANULIFE SECURITIES INC	BARBARA MORGAN 1235 NORTH SERVICE ROAD WEST , OAKVILLE, ONTARIO , L6M 2W2 CANADA
MEDIANT COMMUNICATIONS	STEPHANIE FITZHENRY 100 DEMAREST DRIVE , WAYNE NJ, 07470
MERRILL LYNCH (0161 & 5198)	EARL WEEKS OR PROXY DEPT. C/O MERRILL LYNCH CORPORATE ACTIONS 4804 DEER LAKE DR. E. , JACKSONVILLE FL, 32246
MERRILL LYNCH CANADA INC	AHRENET MALAKAS 181 BAY STREET, SUITE 400, , TORONTO, ONTARIO , M5J 2V8 CANADA
MORGAN STANLEY & CO. (0050)	JONATHAN GOLDMAN OR PROXY DEPT. 1300 THAMES STREET WHARF 7TH FLOOR , BALTIMORE MD, 21231
MORGAN STANLEY SMITH BARNEY LLC (0015)	JOHN BARRY OR PROXY DEPT 1300 THAMES STREET WHARF 6TH FLOOR , BALTIMORE MD, 21231
NATIONAL FINANCIAL SVCS. (0226)	SEAN COLE OR PROXY DEPT. NEWPORT OFFICE CENTER III 499 WASHINGTON BOULEVARD , JERSEY CITY NJ, 07310
NBCN INC.	LOUISE NORMANDIN 1010 DE LA GAUCHETIERE OUEST, SUITE 1410, REORG. DEPT., , MONTREAL, QUEBEC , H3B 5J2 CANADA
NBCN INC. /CDS (5008)	DANIEL NTAP OR PROXY MGR 1010 RUE DE LA GAUCHETIERE ST. WEST SUITE 1925 , MONTREAL QC, H3B 5J2 CANADA
NOMURA SECURITIES (0180)	JOHN KELLERHER OR PROXY MGR 2 WORLD FINANCIAL CENTER, BLDG B. , NEW YORK NY, 10281-1198
NORTHERN TRUST COMPANY, THE (2669)	ANDREW LUSSEN OR PROXY MGR 801 S. CANAL STREET ATTN: CAPITAL STRUCTURES-C1N , CHICAGO IL, 60607
ODLUM BROWN LIMITED	CHRISTINE MARKOTA 250 HOWE ST., SUITE 1100, , VANCOUVER, B.C. , V6C 3S9 CANADA
OPPENHEIMER & CO. INC. (0571)	SARA BATTEN OR PROXY MGR 5022 GATE PARKWAY SUITE 100 , JACKSONVILLE FL, 32256
OPTIONSXPRESS, INC. (0338)	PROXY SERVICES 150 S WACKER DRIVE SUITE 1100 , CHICAGO IL, 60606
PEOPLE'S SECURITIES, INC. (0220)	PATRICIA CHONKO OR PROXY MGR 850 MAIN STREET , BRIDGEPORT CT, 06604
PERSHING (0443)	JOSEPH LAVARA OR PROXY DEPT. 1 PERSHING PLAZA , JERSEY CITY NJ, 07399
PI FINANCIAL CORP	LAURA BLISS SUITE 1900, 666 BURRARD ST., , VANCOUVER, B.C. , V6C 3N1 CANADA
PICTET CANADA L.P./CDS**	STEPHANIE SALVO OR PROXY MGR 1000 DE LA GAUCHETIERE OUEST , MONTREAL QC, PQ H3B 4W5 CANADA
QTRADE SECURITIES INC.	MARY KORAC 505 BURRARD STREET, SUITE 1920, , VANCOUVER, B.C. , V7X 1M6 CANADA
QTRADE SECURITIES INC./CDS** (5009)	JOSEPH CHAU OR PROXY MGR SUITE 1920 ONE BENTALL CENTRE 505 BURRARD STREET , VANCOUVER BC, V7X 1M6 CANADA
QUESTRADE INC.	MAURIZIO ARANI 5650 YONGE STREET, SUITE 1700, , TORONTO, ONTARIO , M2M 4G3 CANADA
QUESTRADE INC./CDS (5084)	AL NANJI OR PROXY MGR 5650 YONGE STREET , TORONTO ON, M2M 4G3 CANADA
RAYMOND JAMES & ASSOCIATES, INC. (0725)	ROBERTA GREEN OR PROXY MGR 880 CARILION PARKWAY TOWER 2, 4TH FLOOR , ST. PETERSBURG FL, 33716
RAYMOND JAMES LTD.	GINA HAYDEN 925 GEORGIA STREET, SUITE 2200, , VANCOUVER, B.C. , V6C 3L2 CANADA
RBC CAPITAL MARKETS CORPORATION (0235)	STEVE SCHAFFER OR PROXY MGR 60 S 6TH ST - P09 , MINNEAPOLIS MN, 55402-4400
RBC DOMINION /CDS (5002)	PROXY MGR 2 BLOOR STREET E # 2300 , TORONTO ON, M4W 1A8 CANADA
RBC DOMINION SECURITIES INC.	DONALD GARCIA PO BOX 50, , TORONTO, ONTARIO , M5J 2W7 CANADA
ROBERT W. BAIRD & CO. INCORPORATED	JAN SUDFELD OR PROXY MGR 777 E. WISCONSIN AVENUE 19TH FLOOR , MILWAUKEE WI, 53202
ROYAL BANK OF CANADA - TORONTO	ALISHA MERCHANT 155 WELLINGTON ST. W., STREET LEVEL, TORONTO, ONTARIO , M5V 3L3 CANADA
SCOTIA CAPITAL /CDS (5011)	EVELYN PANDE OR PROXY DEPT. SCOTIA PLAZA P.O. BOX 4085 , TORONTO ON, M5W 2X6 CANADA

Claim Name	Address Information
SCOTIA CAPITAL () INC. (0096)	CAROL ANDERSON OR PROXY MGR 40 KING STREET W , TORONTO ON, M5H1H1
SCOTIA CAPITAL INC.	NORMITA RAMIREZ SCOTIA PLAZA, 40 KING ST. W., 23RD FL., TORONTO, ONTARIO , M5H 1H1 CANADA
SCOTTRADE, INC. (0705)	RHONDA KOTTEMAN OR PROXY MGR. 500 MARYVILLE UNIVERSITY DRIVE , ST. LOUIS MO, 63141
SEI PRIVATE TRUST COMPANY (2039)	ERIC GREENE OR PROXY MGR ONE FREEDOM VALLEY DRIVE , OAKS PA, 19456
SG AMERICAS SECURITIES, LLC (0286)	PAUL MITSAKOS OR PROXY MGR 480 WASHINGTON BLVD. , JERSEY CITY NJ, 07310
SOUTHWEST SECURITIES (0279)	RHONDA JACKSON OR PROXY DEPT. 1201 ELM STREET SUITE 3700 , DALLAS TX, 75270
SSB&T CO/CLIENT CUSTODY SERVICES (2678)	MYRIAM PIERVIL OR PROXY MGR 1776 HERITAGE DRIVE , NORTH QUINCY MA, 02171
STATE STREET (0997)	CHRISTINE SULLIVAN OR PROXY MGR 1776 HERITAGE DRIVE , NORTH QUINCY MA, 02171
STATE STREET (2399)	KAREN T JOHNDROW OR PROXY MGR 1776 HERITAGE DRIVE , NORTH QUINCY MA, 02171
STEPHENS INC. (0419)	LINDA THOMPSON OR PROXY MGR 111 CENTER STREET , LITTLE ROCK AR, 72201-4402
STERNE, AGEE & LEACH, INC. (0750)	JAMES MEZRANO OR PROXY MGR 2 PERIMETER PARK, SUITE 100W , BIRMINGHAM AL, 35209
STIFEL NICOLAUS & CO. (0793)	CHRIS WIEGAND OR PROXY DEPT. C/O MEDIANT COMMUNICATIONS 501 N. BROADWAY , ST LOUIS MO, 63102
STOCKCROSS FINANCIAL (0445)	DIANE TOBEY OR PROXY MGR 77 SUMMER STREET , BOSTON MA, 02210
TD AMERITRADE CLEARING, INC. (0188)	MANDI FOSTER OR PROXY MGR 1005 AMERITRADE PLACE , BELLEVUE NE, 68005
TD WATERHOUSE CANADA INC. /CDS (5036)	YOUSUF AHMED OR PROXY MGR 77 BLOOR STREET WEST 3RD FLOOR , TORONTO ON, M4Y 2T1 CANADA
TD WEALTH OPERATIONS AND TECHNOLOGY	YOUSUF AHMED 77 BLOOR ST. W., 3RD FL., , TORONTO, ONTARIO , M5S 1M2 CANADA
TEXAS TREASURY SAFEKEEPING (2622)	JANIE DOMINGUEZ OR PROXY MGR 208 E. 10TH STREET ROOM 410 , AUSTIN TX, 78701
TRADESTATION SECURITIES (0271)	CORPORATE ACTIONS 8050 SW 10TH STREET, STE 2000 , PLANTATION FL, 33324
U.S. BANCORP INVESTMENTS, INC. (0280)	KEVIN BROWN OR PROXY MGR 60 LIVINGSTON AVE , ST. PAUL MN, 55107-1419
UBS AG STAMFORD/UBS AG LONDON (2507)	GREGORY CONTALDI OR PROXY MGR 1000 HARBOR BLVD - 5TH FLOOR , WEEHAWKEN NJ, 07086
UBS FINANCIAL SERVICES LLC (0221)	JANE FLOOD OR PROXY MGR 1000 HARBOR BLVD , WEEHAWKEN NJ, 07086
UBS SECURITIES LLC (0642)	PROXY MGR 480 WASHINGTON BLVD. 12TH FLOOR , JERSEY CITY NJ, 07310
UBS SECURITIES/SECURITIES LENDING (5284)	GREGORY CONTALDI OR PROXY MGR 480 WASHINGTON BLVD. 12TH FLOOR , JERSEY CITY NJ, 07310
VALEURS MOBILIERES DESJARDINS	ESTELLE COLLE 1253 MCGILL COLLEGE SUITE 10M , MONTREAL, QUEBEC , H3B 2Y5 CANADA
VANGUARD MARKETING CORPORATION (0062)	BEN BEGUIN OR PROXY MGR 14321 N. NORTHSIGHT BOULEVARD , SCOTTSDALE AZ, 85260
VIRTU FINANCIAL BD LLC (0063)	HAN LEE OR PROXY MGR 645 MADISON AVENUE , NEW YORK NY, 10022
VISION FINANCIAL MARKETS LLC (0595)	JAY SPITZER OR PROXY MGR 630 FIFTH AVENUE SUITE 500 , NEW YORK NY, 10111
WEDBUSH MORGAN SECURITIES, INC. (0103)	ALAN FERREIRA OR PROXY MGR P.O. BOX 30014 , LOS ANGELES CA, 90030
WEDBUSH SECURITIES INC./P3 (8199)	ALAN FERREIRA OR PROXY MGR 1000 WILSHIRE BLVD., SUITE #850 , LOS ANGELES CA, 90017
WELLS FARGO BANK NA (2027)	LORA DAHLE 550 SOUTH 4TH STREET MAC N9310-141 , MINNEAPOLIS MN, 55415
WILSON-DAVIS & CO., INC. (0283)	BILL WALKER OR PROXY MGR 236 SOUTH MAIN STREET , SALT LAKE CITY UT, 84101

Total Creditor count 130

Exhibit 13

SERVICE LIST

Claim Name	Address Information
APPEL, LUCAS & CHRISTENSEN, P.C.	ATTN: SHAUN A. CHRISTENSEN (COUNSEL TO WOLCOTT, LLC) 1624 MARKET ST, SUITE 310 DENVER CO 80202
ARAPAHOE COUNTY TREASURER	ATTN: BENJAMIN SWARTZENDRUBER, ESQ. 5334 S. PRINCE STREET LITTLETON CO 80166
BAKER & HOSTETLER LLP	ATTN: LARS H. FULLER (COUNSEL TO MARY ANN SCHMIDT AND THE SCHMIDT FAMILY MINING PARTNERSHIP, LLC) 1801 CALIFORNIA STREET, SUITE 4400 DENVER CO 80202
BUECHLER & GARBER, LLC	ATTN: MICHAEL J. GUYERSON (COUNSEL TO GUSTAVSON ASSOCIATES, LLC) 999 18TH STREET, SUITE 1230 S DENVER CO 80202
COMMONWEALTH BANK OF AUSTRALIA	ATTN: DIRECTOR, PROJECT FINANCE 599 LEXINGTON AVENUE NEW YORK NY 10022
COOLEY LLP	ATTN: JEFFREY L. COHEN, ESQ., SETH V. AALTEN, ESQ. ROBERT WINNING, ESQ. (COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS) 1114 AVENUE OF THE AMERICAS NEW YORK NY 10036-7798
COOLEY LLP	ATTN: MATT LEARY, ESQ. (COUNSEL TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS) 380 INTERLOCKEN CRESCENT, SUITE 900 BROOMFIELD CO 80021
DBS LAW	ATTN: DANIEL J. BUGBEE (COUNSEL TO HALE CAPITAL PARTNERS, L.P.) 155 NE 100TH STREET, SUITE 205 SEATTLE WA 98125
DEPARTMENT OF BUSINESS AND INDUSTRY	DIVISION OF INDUSTRIAL RELATIONS MINE SAFETY AND TRAINING SECTION 400 W. KING STREET, SUITE 210 CARSON CITY NV 89703
FAIRFIELD AND WOODS, P.C.	(COUNSEL TO COMMONWEALTH BANK OF AUSTRALIA) ATTN: CAROLINE C. FULLER 1801 CALIFORNIA STREET, SUITE 2600 DENVER CO 80202
FCC	HANDLED THROUGH FEDERAL LICENSING 1588 FAIRFIELD RD GETTYSBURG PA 17325
GRAY PLANT MOOTY	ATTN: PHILLIP L. KUNKEL (COUNSEL TO INFAITH COMMUNITY FOUNDATION) 1010 W. ST. GERMAIN, SUITE 500 ST. CLOUD MN 56301
GREENBERG TRAURIG, LLP	ATTN: DIANE E. VUOCOLO (COUNSEL TO ENTRIX, INC. D/B/A CARDNO ENTRIX 2700 TWO COMMERCE SQUARE 2001 MARKET STREET PHILADELPHIA PA 19103
GREENBERG TRAURIG, LLP	ATTN: SANDRA G.M. SELZER (COUNSEL TO ENTIX, INC D/B/A CARDNO ENTRIX) THE NEMOURS BUILDING 1007 NORTH ORANGE STREET, SUITE 1200 WILMINGTON DE 19801
GREENBERG TRAURIG, LLP	ATTN: JEFFREY M. LIPPA, ESQ. & CUNEYT A. AKAY, ESQ (COUNSEL TO ENTRIX, INC. D/B/A CARDNO ENTRIX) THE TABOR CENTER 1200 17TH STREET, SUITE 2400 DENVER CO 80202
HALE CAPITAL PARTNERS, L.P.	ATTN: MARTIN HALE JR. AND TREY ANDERSON 17 STATE STREET, SUITE 3230 NEW YORK NY 10004
HOLLAND & HART LLP	ATTN: MATTHEW J. OCHS (COUNSEL TO BARRICK GOLD EXPLORATION INC.) 555 SEVENTEENTH STREET, SUITE 3200 P.O. BOX 8749 DENVER CO 80201-8749
HOLLAND & HART LLP	ATTN: TIMOTHY A. LUKAS (COUNSEL TO BARRICK GOLD EXPLORATION INC.) 5441 KIETZKE LANE, SECOND FLOOR RENO NV 89511
INTERNAL REVENUE SERVICE	1999 BROADWAY MS 5012 DEN DENVER CO 80202
INTERNAL REVENUE SERVICE	324 25TH STREET OGDEN UT 84401
ITO LAW GROUP, LLC	ATTN: PETER W. ITO, ESQ. (COUNSEL TO EPC SERVICES COMPANY) 1550 LARIMER STREET, SUITE 667 DENVER CO 80202
JOLENE M. WISE	SECURITIES AND EXCHANGE COMMISSION 175 WEST JACKSON BLVD, SUITE 900 CHICAGO IL 60604
KEESAL, YOUNG & LOGAN	ATTN: TERRY ROSS, DAVID PIPER, & STEFAN PEROVICH (COUNSEL TO: JACOBS FIELD SERVICES NORTH AMERICA, INC.) 400 OCEANGATE P.O. BOX 1730 LONG BEACH CA 90801-1730
LUSKIN, STERN & EISLER LLP	ATTN: RICHARD STERN AND ALEX TALESNICK (COUNSEL TO COMMONWEALTH BANK OF AUSTRALIA) ELEVEN TIMES SQUARE NEW YORK NY 10036
MARKUS WILLIAMS YOUNG & ZIMMERMANN LLC	ATTN: DONALD D. ALLEN & JAMES . MARKUS (COUNSEL TO INFAITH COMMUNITY FOUNDATION) 1700 LINCOLN ST, SUITE 4500 DENVER CO 80203
MIDWAY GOLD US INC.	8310 SOUTH VALLEY HIGHWAY, SUITE 280 ENGLEWOOD CO 80112
MOYE WHITE LLP	JOHN W. KELLOGG & TIM M. SWANSON 16 MARKET SQUARE, 6TH FLOOR 1400 16TH STREET DENVER CO 80202-1486
NDEP BSDW	NEVADA DEPT. OF ENVIRONMENTAL PROTECTION BUREAU OF WATER POLLUTION CONTROL 901 S. STEWART ST., SUITE 4001 CARSON CITY NV 89701

SERVICE LIST

Claim Name	Address Information
NEVADA BUREAU OF LAND MANAGEMENT	BLM NEVADA STATE OFFICE 1340 FINANCIAL BLVD. RENO NV 89502
NEVADA DEPARTMENT OF TRANSPORTATION	ATTN: JOHN OGDEN 1263 SOUTH STEWART STREET CARSON CITY NV 89712
NEVADA DEPARTMENT OF WILDLIFE	ATTN: MOIRA KOLADA EASTERN REGION HABITAT BIOLOGIST 1218 N. ALPHA ST. ELY NV 89301
NEVADA DEPARTMENT PUBLIC SAFETY	NEVADA STATE FIRE MARSHAL DIVISION 107 JACOBSEN WAY CARSON CITY NV 89701
NEVADA DEPT. OF ENVIRONMENTAL PROTECTION	ATTN: VALERIE KAUFFMAN BUREAU OF WASTE MANAGEMENT 901 SOUTH STEWART STREET, SUITE 4001 CARSON CITY NV 89701
NEVADA DEPT. OF ENVIRONMENTAL PROTECTION	ATTN: TODD SUESSMITH BUREAU OF MINE REGULATION AND RECLAMATION 901 S. STEWART STREET 4001 CARSON CITY NV 89701
NEVADA DEPT. OF ENVIRONMENTAL PROTECTION	ATTN: SHAWN GOOCH BUREAU OF MINE REGULATION AND RECLAMATION 901 S. STEWART STREET 4001 CARSON CITY NV 89701
NEVADA DEPT. OF ENVIRONMENTAL PROTECTION	ATTN: SCOTT CUNNINGHAM BUREAU OF AIR POLLUTION CONTROL 901 S. STEWART STREET 4001 CARSON CITY NV 89701
NEVADA DEPT. OF ENVIRONMENTAL PROTECTION	ATTN: JEFFREY KINDER BUREAU OF AIR POLLUTION CONTROL 901 S. STEWART STREET 4001 CARSON CITY NV 89701
NEVADA DEPT. OF ENVIRONMENTAL PROTECTION	ATTN: JEAN STONE BUREAU OF WATER QUALITY PLANNING 901 SOUTH STEWART STREET, SUITE 4001 CARSON CITY NV 89701
NEVADA DIVISION OF WATER RESOURCES	ATTN: KEN HAFFEY 901 S. STEWART ST., SUITE 2002 CARSON CITY NV 89701
NEVADA DIVISION OF WATER RESOURCES	ATTN: MICHAEL ANDERSON 901 S. STEWART ST., SUITE 2002 CARSON CITY NV 89701
OFFICE OF THE UNITED STATES TRUSTEE	ATTN: PATRICK S. LAYNG BRYON G. ROGERS FEDERAL BUILDING 1961 STOUT STREET, SUITE 12-200 DENVER CO 80294
ONSAGER GUYERSON FLETCHER JOHNSON	ATTN: CHRISTIAN C. ONSAGER (COUNSEL TO METALOR USA REFINING CORP.) 1801 BROADWAY, SUITE 900 DENVER CO 80202
PERKINS COIE LLP	ATTN: CRAIG M.J. ALLELY COUNSEL TO HALE CAPITAL PARTNERS 1900 SIXTEENTH STREET, SUITE 1400 DENVER CO 80202
PHILIP J. GIACINTI, JR., ESQ.	(COUNSEL TO LEDCOR CMI INC.) 2132 14TH STREET ENCINITAS CA 92024
PROCOPIO, CORY, HARGREAVES & SAVITCH LLP	ATTN: GERALD P. KENNEDY, ESQ. (COUNSEL TO LEDCOR CMI INC.) 525 "B" STREET, SUITE 2200 SAN DIEGO CA 92101
ROYSTON, RAYZOR, VICKERY & WILLIAMS, L.L.P.	ATTN: BRUCE B. KEMP (COUNSEL TO CYANCO COMPANY LLC) 1600 SMITH, SUITE 5000 HOUSTON TX 77002-2716
SECURITIES & EXCHANGE COMMISSION	100 F STREET NE WASHINGTON DC 20002
SECURITIES & EXCHANGE COMMISSION	BANKRUPTCY DIVISION 175 WEST JACKSON BOULEVARD CHICAGO IL 60604
SHAPIRO BIEGING BARBER OTTESON LLP	ATTN: DUNCAN E. BARBER (COUNSEL TO SURE STEEL, INC.) 4582 SOUTH ULSTER STREET PARKWAY, SUITE 1650 DENVER CO 80237
SIDLEY AUSTIN LLP	ATTN: JESSICA C.K. BOELTER, ESQ & MATTHEW G. MARTINEZ, ESQ (COUNSEL TO SOLIDUS RESOURCES, LLC & WATERTON PRECIOUS METALS FUND II CAYMAN, LP) CHICAGO IL 60603
SNELL & WILMER L.L.P	ATTN: BRIAN P. GAFFNEY (COUNSEL TO ROSCOE MOSS MANUFACTURING COMPANY) 1200 SEVENTEENTH STREET, SUITE 1900 DENVER CO 80202
SNELL & WILMER LLP	ATTN: BRIAN P. GAFFNEY, ESQ. (COUNSEL TO ROSCOE MOSS MANUFACTURING COMPANY & SWCA INCORPORATED) 1200 SEVENTEENTH STREET, SUITE 1900 DENVER CO 80202
STATE OF NEVADA	ATTN: ADAM PAUL LAXALT, ATTORNEY GENERAL JASMINE, K. MEHTA, DEPUTY ATTORNEY GENERAL (COUNSEL TO STATE OF NEVADA, DEPT OF CONSERVATION AND NATURAL RESOURCES, DIV OF ENVIRONMENTAL PROT 100 NORTH CARSON STREET CARSON CITY NV 89701
STITES & HARBISON PLLC	ATTN: WILLIAM T. GORTON III (COUNSEL TO: ASPEN AMERICAN INSURANCE COMPANY) 250 WEST MAIN STREET, SUITE 2300 LEXINGTON KY 40507
STITES & HARBISON, PLLC	ATTN: BRIAN H. MELDRUM (COUNSEL TO: ASPEN AMERICAN INSURANCE COMPANY) 400 WEST MARKET STREET, SUITE 1800 LOUISVILLE KY 40202
UNITED STATES TRUSTEE	ATTN: LEO M. WEISS 1961 STOUT STREET, SUITE 12-200 DENVER CO 80294
US ARMY CORPS OF ENGINEERS (USACE)	NEVADA NORTHERN OFFICE 300 BOOTH STREET, ROOM 3060 RENO NV 89509
US BUREAU OF LAND MANAGEMENT	ATTN: DUANE BAYS BLM EGAN FIELD STATION 702 N. INDUSTRIAL WAY ELY NV 89301
USDOL MSHA	ATTN: GARY HEBEL MINE SAFETY AND HEAL SUPERVISOR 567 W. SILVER ST. SUITE 401 ELKO NV 89801

SERVICE LIST

Claim Name	Address Information
USDOT	1200 NEW JERSEY AVENUE, SE WASHINGTON DC 20590
WHITE PINE COUNTY	ATTN: BRAD CHRISTIANSEN 501 MILL STREET ELY NV 89301

Total Creditor count 61

Exhibit 14

SERVICE LIST

Claim Name	Address Information
CHURCHHILL COUNTY CLERK/TREASURER	155 N TAYLOR STREET, SUITE 110 FALLON NV 89406
CHURCHHILL COUNTY RECORDER	155 N TAYLOR STREET, SUITE 133 FALLON NV 89407
CITY OF LOVELOCK	400 14TH STREET LOVELOCK NV 89419
CITY OF LOVELOCK	P.O. BOX 238 LOVELOCK NV 89419
CLARK COUNTY DEPARTMENT OF LICENSE	500 S GRAND CENTRAL PKWY P.O. BOX 551810 LAS VEGAS NV 89155-1810
COLORADO ATTORNEY GENERAL	ATTN: CYNTHIA H. COFFMAN 1300 BROADWAY, 10TH FLOOR DENVER CO 80203
COLORADO DEPARTMENT OF LABOR	633 17TH STREET, SUITE 201 DENVER CO 80202-3660
COLORADO DEPARTMENT OF LABOR	P.O. BOX 956 DENVER CO 80201
COLORADO DEPARTMENT OF REVENUE	ATTN: BARBARA BROHL, EXEC. DIR. 1375 SHERMAN ST. DENVER CO 80261
COLORADO DEPARTMENT OF REVENUE	TAX AUDIT COMPLIANCE DIV. 1375 SHERMAN STREET DENVER CO 80261
COLORADO SECRETARY OF STATE	ATTN: WAYNE W. WILLIAMS 1700 BROADWAY, SUITE 200 DENVER CO 80290
COLORADO STATE TREASURER	200 EAST COLFAX AVENUE STATE CAPITOL, SUITE 140 DENVER CO 80203-1722
COLORADO STATE TREASURER	P.O. BOX 46545 DENVER CO 80201
DELAWARE ATTORNEY GENERAL	ATTN: MATTHEW DENN 820 N. FRENCH ST. WILMINGTON DE 19801
DELAWARE DIVISION OF REVENUE	ATTN: PATRICK CARTER, DIRECTOR 820 N. FRENCH ST. WILMINGTON DE 19801
DELAWARE SECRETARY OF STATE	ATTN: JEFFREY W. BULLOCK 401 FEDERAL ST. DOVER DE 19901
DEPARTMENT OF BUSINESS AND INDUSTRY	DIVISION OF INDUSTRIAL RELATIONS MINE SAFETY AND TRAINING SECTION 400 W. KING STREET, SUITE 210 CARSON CITY NV 89703
DEPARTMENT OF REGULATORY AGENCIES	DIVISION OF SECURITIES ATTN: GERALD ROME 1560 BROADWAY, SUITE 900 DENVER CO 80202
DEPT. OF REVENUE, WASHINGTON STATE	VIKKI SMITH, DIRECTOR P.O. BOX 47450 OLYMPIA WA 98504-7472
DOI BUREAU OF LAND MANAGEMENT - ELY	1340 FINANCIAL BLVD RENO NV 89502
DOI BUREAU OF LAND MANAGEMENT - RENO	1340 FINANCIAL BLVD RENO NV 89520
DOUGLAS COUNTY TREASURER	100 THIRD STREET CASTLE ROCK CO 80104
DOUGLAS COUNTY TREASURER	P.O. BOX 1208 CASTLE ROCK CO 80104
FCC	HANDLED THROUGH FEDERAL LICENSING 1588 FAIRFIELD RD GETTYSBURG PA 17325
FERRY COUNTY AUDITOR	350 E DELAWARE, SUITE 2 REPUBLIC WA 99166
FERRY COUNTY TREASURER	350 E DELAWARE, SUITE 131 REPUBLIC WA 99166
INTERNAL REVENUE SERVICE	1999 BROADWAY MS 5012 DEN DENVER CO 80202
INTERNAL REVENUE SERVICE	324 25TH STREET OGDEN UT 84401
MONTANA DEPARTMENT OF REVENUE	P.O. BOX 6309 HELENA MT 59604-6309
MONTANA DEPARTMENT OF REVENUE	SAM W. MITCHELL BUILDING 125 N. ROBERTS, 3RD FLOOR HELENA MA 59604
MONTANA STATE FUND	855 FRONT STREET HELENA MT 59601
MONTANA STATE FUND	P.O. BOX 31477 BILLINGS MT 59107-1477
NDEP BSDW	901 S. STEWART ST., SUITE 4001 CARSON CITY NV 89701
NEVADA ATTORNEY GENERAL	ADAM P. LAXALT, NEVADA SEC OF STATE 101 N. CARSON ST CARSON CITY NV 89701
NEVADA BUREAU OF LAND MANAGEMENT	BLM NEVADA STATE OFFICE 1340 FINANCIAL BLVD. RENO NV 89502
NEVADA DEPARTMENT OF TAXATION	1550 COLLEGE POINT PARKWAY, SUITE 115 CARSON CITY NV 89706
NEVADA DEPARTMENT OF TAXATION	ATTN: DEONNE E. CONTINE, EXEC. DIR. 1550 COLLEGE PARKWAY, SUITE 115 CARSON CITY NV 89706
NEVADA DEPARTMENT OF TRANSPORTATION	ATTN: JOHN OGDEN 1263 SOUTH STEWART STREET CARSON CITY NV 89712
NEVADA DEPARTMENT OF WILDLIFE	60 YOUTH CENTER ROAD ELKO NV 89801
NEVADA DEPARTMENT OF WILDLIFE	ATTN: MOIRA KOLADA EASTERN REGION HABITAT BIOLOGIST 1218 N. ALPHA ST. ELY NV 89301
NEVADA DEPARTMENT PUBLIC SAFETY	NEVADA STATE FIRE MARSHAL DIVISION 107 JACOBSEN WAY CARSON CITY NV 89701
NEVADA DEPT. OF CONSERVATION & NR	ATTN: LEO DROZDOFF, DIRECTOR 901 S. STEWART ST., SUITE 1003 CARSON CITY NV 89701
NEVADA DEPT. OF ENVIRONMENTAL	PROTECTION, ATTN: SHAWN GOOCH BUREAU OF MINE REGULATION AND RECLAMATION, 901 S. STEWART ST 4001 CARSON CITY NV 89701
NEVADA DEPT. OF ENVIRONMENTAL	PROTECTION, ATTN: TODD SUESSMITH BUREAU OF MINE REGULATION AND RECLAMATION,

SERVICE LIST

Claim Name	Address Information
NEVADA DEPT. OF ENVIRONMENTAL	901 S. STEWART ST 4001 CARSON CITY NV 89701
NEVADA DEPT. OF ENVIRONMENTAL PROTECTION	ATTN: JEAN STONE BUREAU OF WATER QUALITY PLANNING 901 SOUTH STEWART STREET, SUITE 4001 CARSON CITY NV 89701
NEVADA DEPT. OF ENVIRONMENTAL PROTECTION	ATTN: JEFFREY KINDER BUREAU OF AIR POLLUTION CONTROL 901 S. STEWART STREET 4001 CARSON CITY NV 89701
NEVADA DEPT. OF ENVIRONMENTAL PROTECTION	ATTN: SCOTT CUNNINGHAM BUREAU OF AIR POLLUTION CONTROL 901 S. STEWART STREET 4001 CARSON CITY NV 89701
NEVADA DEPT. OF ENVIRONMENTAL PROTECTION	ATTN: VALERIE KAUFFMAN BUREAU OF WASTE MANAGEMENT 901 SOUTH STEWART STREET, SUITE 4001 CARSON CITY NV 89701
NEVADA DEPT. OF ENVIRONMENTAL PROTECTION	BUREAU OF WATER POLLUTION CONTROL 901 S. STEWART ST., SUITE 4001 CARSON CITY NV 89701
NEVADA DIVISION ENVIRONMENTAL PROTECTION	901 S STEWART STREET, SUITE 4001 CARSON CITY NV 89701
NEVADA DIVISION OF MINERALS	400 W KING STREET, SUITE 106 CARSON CITY NV 89703
NEVADA DIVISION OF WATER RESOURCES	901 S STEWART STREET, SUITE 2002 CARSON CITY NV 89701
NEVADA DIVISION OF WATER RESOURCES	ATTN: KEN HAFFEY 901 S. STEWART ST., SUITE 2002 CARSON CITY NV 89701
NEVADA DIVISION OF WATER RESOURCES	ATTN: MICHAEL ANDERSON 901 S. STEWART ST., SUITE 2002 CARSON CITY NV 89701
NEVADA DMV	CENTRAL SERVICES & RECORDS DIVISION 555 WRIGHT WAY CARSON CITY NV 89711-0700
NEVADA EMPLOYMENT SECURITY DIVISION	500 E THIRD STREET CARSON CITY NV 89713
NEVADA SECRETARY OF STATE	ATTN: BARBARA K. CEGAVSKE 101 N. CARSON ST., SUITE 3 CARSON CITY NV 89701
NYE COUNTY ASSESSOR	101 RADAR ROAD TONOPAH NV 89049
NYE COUNTY ASSESSOR	P.O. BOX 271 TONOPAH NV 89049
NYE COUNTY RECORDER	101 RADAR RD TONOPAH NV 89301
NYE COUNTY TREASURER	101 RADAR ROAD TONOPAH NV 89049
NYE COUNTY TREASURER	P.O. BOX 473 TONOPAH NV 89049
OFFICE OF THE UNITED STATES TRUSTEE	ATTN: PATRICK S. LAYNG BRYON G. ROGERS FEDERAL BUILDING 1961 STOUT STREET, SUITE 12-200 DENVER CO 80294
PERSHING COUNTY RECORDER	398 MAIN STREET LOVELOCK NV 89419
PERSHING COUNTY RECORDER	P.O. BOX 736 LOVELOCK NV 89419
PERSHING COUNTY TREASURER	398 MAIN STREET P.O. BOX 820 LOVELOCK NV 89419
SECURITIES & EXCHANGE COMMISSION	100 F STREET NE WASHINGTON DC 20002
SECURITIES & EXCHANGE COMMISSION	BANKRUPTCY DIVISION 175 WEST JACKSON BOULEVARD CHICAGO IL 60604
STATE OF MONTANA	1805 PROSPECT AVENUE HELENA MT 59624-1728
STATE OF MONTANA	DEPARTMENT OF LABOR & INDUSTRY P.O. BOX 6339 HELENA MT 59604-6339
STATE OF NEVADA	DIVISION OF MINERALS 400 W KING STREET, SUITE 106 CARSON CITY NV 89703
STATE OF UTAH	DEPARTMENT OF COMMERCE BOX 146705 SALT LAKE CITY UT 84114-6705
STATE OF UTAH	HEBERS M. WELLS BUILDING 160 EAST 300 SOUTH SALT LAKE CITY UT 84111
TOWN OF TONOPAH	ATTN: M. RIVERO, K. GALLI & C. MULKERN 102 BURRO AVENUE P.O. BOX 151 TONOPAH NV 89049
US ARMY CORPS OF ENGINEERS	NEVADA NORTHERN OFFICE 300 BOOTH STREET, ROOM 3060 RENO NV 89509
US ATTORNEY - COLORADO	DISTRICT OF COLORADO, CIVIL DIVISION 1801 CALIFORNIA STREET SUITE 1600 DENVER CO 80202
US ATTORNEY GENERAL	DEPT. OF JUSTICE TAX DIVISION P.O. BOX 683 BEN FRANKLIN STATION WASHINGTON DC 20044
US BUREAU OF LAND MANAGEMENT	ATTN: DAN NETCHER BLM EGAN FIELD STATION 702 N. INDUSTRIAL WAY ELY NV 89301
US BUREAU OF LAND MANAGEMENT	ATTN: DUANE BAYS BLM EGAN FIELD STATION 702 N. INDUSTRIAL WAY ELY NV 89301
USDOL MSHA	ATTN: GARY HEBEL MINE SAFETY AND HEALTH SUPERVISOR 567 W. SILVER ST. SUITE 401 ELKO NV 89801
USDOT	1200 NEW JERSEY AVENUE, SE WASHINGTON DC 20590
WASHINGTON ATTORNEY GENERAL	ATTN: BOB FERGUSON 1125 WASHINGTON ST. SE, P.O. BOX 40100 OLYMPIA WA 98104
WASHINGTON SECRETARY OF STATE	ATTN: KIM WYMAN P.O. BOX 40220 OLYMPIA WA 98504

Claim Name	Address Information
WASHINGTON STATE DEPT. OF NAT RES	ATTN: PETER GOLDMARK, COMMER P.O. BOX 47000 OLYMPIA WA 98504
WHITE PINE COUNTY	ATTN: BRAD CHRISTIANSEN 501 MILL STREET ELY NV 89301
WHITE PINE COUNTY ASSESSOR	297 11TH ST E STE 3 ELY NV 89301-2302
WHITE PINE COUNTY RECORDER	801 CLARK STREET, SUITE 1 ELY NV 89301
WHITE PINE COUNTY TREASURER	801 CLARK STREET, SUITE 2 ELY NV 89301

Total Creditor count 88

Exhibit 15

SERVICE LIST

Claim Name	Address Information
3 ROADS MEDIA	5650 GREENWOOD PLAZA BLVD, STE 104 GREENWOOD VILLAGE CO 80111
3E COMPANY	P.O. BOX 5307 NEW YORK NY 10087
4IMPRINT, INC.	101 COMMERCE STREET OSHKOSH WI 54901
5280 IN DESIGN	5687 DISTANT VIEW PL PARKER CO 80134
A1 ALCOHOL & DRUG COLLECTION, LLC	1098 LAMOILLE HIGHWAY SUITE 5 ELKO NV 89801
AARON RATKE	ADDRESS ON FILE
ACOSTA, JOANNA	4701 W LINDA VISTA BLVD APT 10108 TUCSON AZ 85742-5428
ADAMS, CAROL	ADDRESS ON FILE
ADGAR, STEVEN L.	2104 HARLEQUIN CT KALISPELL MT 59901-8961
ADNET COMMUNICATIONS INC.	STE 401, 510 WEST HASTINGS STREET VANCOUVER BC V6B 1L8 CANADA
ADVANCED SURVEYING, INC.	1201 E. BEECH ST. PUEBLO CO 81001-4415
ADVANCED SYSTEMS PLUS INC	14 INVERNESS DR E STE D124 ENGLEWOOD CO 80112
ADVANCED TELEMETRY SYSTEMS (ATS)	470 FIRST AVE N ISANTI MN 55040
ADVERTISING DYNAMIC SERVICES COMP., INC	15000 E BELTWOOD PARKWAY ADDISTON TX 75001
AFCO CREDIT CORP	4501 COLLEGE BLD, STE 320 LEAWOOD KS 66211
AGILE IT, INC	4660 LA JOLLA VILLAGE DR, SUITE 500 SAN DIEGO CA 92112
AGRU AMERICA, INC	500 GARRISON ROAD GEORGETOWN SC 29440
AHIVERS PLUMBING, HEATING & COOLING, INC	C/O SEARS LAW FIRM, LTD. 457 5TH STREET ELY NV 89301
AIR SCIENCES INC.	150 CAPITAL DR STE 320 GOLDEN CO 80401-5617
AIRGAS, INC	259 N. RADNOR-CHESTER RD. RADNOR PA 19087
AL PARK PETROLEUM	P.O. BOX 1600 ELKO NV 89803
ALFRED J. HOEKENGA	ADDRESS ON FILE
ALL ABOARD BED N BISTRO	P.O. BOX 150103 ELY NV 89315
ALL COPY PRODUCTS INC-PA	P.O. BOX 41602 PHILADELPHIA PA 19101
ALL COPY PRODUCTS, INC- TX	P.O. BOX 660831 DALLAS TX 75266-0831
ALL COPY PRODUCTS, INC.	4141 COLORADO BLVD. DENVER CO 80216
ALL COPY PRODUCTS- MO	P.O. BOX 790448 ST LOUIS MO 63179
ALL COPY PRODUCTS-DENVER	4141 COLORADO BLVD DENVER CO 80216
ALLSTATE INSURANCE	P.O. BOX 650514 DALLAS TX 75265
ALLTERNATIVE MAINTENANCE SOLUTIONS, LLC	P.O. BOX 8311 SPRING CREEK NV 89815-8311
ALMAR PROFESSIONAL LAND SERVICES, INC.	450 HILLSIDE DR. MESQUITE NV 89027
ALS CHEMEX	4977 ENERGY WAY RENO NV 89502
ALTERNATIVE DRILLING COMPANY LLC	197 WESTERN HLS UNIT 7 SPRING CREEK NV 89815-9747
AMBROSE TECHNICAL SALES	A/K/A ATSCO SALES & SERVICE 1192 DRAPER PKWY, STE. 455 DRAPER UT 84020
AMEC AMERICAS LTD	111 DUNSMUIR ST VANCOUVER BC V6B 5W3 CANADA
AMEC FOSTER WHEELER E&C SERVICES, INC.	10615 PROFESSION CIR STE 100 RENO NV 89521-5873
AMERICAN EQUIPMENT INC.	451 WEST 3440 SOUTH SALT LAKE CITY UT 84115
AMERICAN EXPLORATION & MINING ASSOCIATIO	10 N POST ST, STE 305 SPOKANE WA 99201
AMERICAN VANADIUM	800 WEST PENDER ST, STE 910 VANCOUVER BC V6C 2V6 CANADA
AMES, WILLIE E.	ADDRESS ON FILE
AMPONSAH, ISAAC	3535 ENFIELD AVENUE ELKO NV 89801
ANALYTICAL SOLUTIONS LTD.	3266 YONGE ST TORONTO ON M4N 2L6 CANADA
ANCHOR MINERALS, INC.	ATTN: LEE PHILLIPS, III 151 S. WHITTIER SUITE 1400 WICHITA KS 67207
ANDERSON, SHARON	ADDRESS ON FILE
ANDERSON, SHARON L.	5050 VERMILLION LANE CASTLE ROCK CO 80108
ANDERSON, TREY	ADDRESS ON FILE
ANDERSON, TREY S.	ADDRESS ON FILE

SERVICE LIST

Claim Name	Address Information
ANDREA GILL	574 NORTHLAKE DRIVE LEHI UT 84043
ANDY BRITTON	ADDRESS ON FILE
ANTHEM BCBS	P.O. BOX 541013 LOS ANGELES CA 90054-1013
ANTON COLLINS MITCHELL, LLP	303 EAST 17TH AVENUE, SUITE 600 DENVER CO 80203
APEX LOGISTICS	12531 VIOLET ROAD ADELANTO CA 92301
APPLEONE EMPLOYMENT SERVICES	P.O. BOX 29048 GLENDALE CA 91209-9048
APPLIED SOIL WATER TECHNOLOGIES	801 EAST GLENDALE AVE SPARKS NV 89431
ARCADIS US INC.	ATTN: ELLEN HOOPER 630 PLAZA DRIVE, SUITE 200 HIGHLANDS RANCH CO 80129
ARCADIS US INC.	ATTN: JERRY KOBLITZ 23444 NETWORK PLACE CHICAGO IL 60673
ARIZONA INSTRUMENT LLC	3375 N DELAWARE ST CHANDLER AZ 85225
ARLO G. LOTT TRUCKING, INC	P.O. BOX 110 JEROME ID 83338
ARNOLD MACHINERY COMPANY	2975 WEST 2100 SOUTH SALT LAKE CITY UT 84119
ARROW PERFORMANCE GROUP, LLC	8547 E ARAPAHOE RD, #J-244 GREENWOOD VILLAGE CO 80112
ARTIS HRA INVERNESS POINT, LP	DENVER CO 80112
ARTIS HRA INVERNESS, LP	8310 S. VALLEY HWY, SUITE 280 ENGLEWOOD CO 80112
ASPEN INSURANCE	175 CAPITAL BOULEVARD, SUITE 100 ROCKY HILL CT 06067
ASPERMONT MEDIA	ALBERT HOUSE, 1 SINGER ST LONDON EC2A 4BQ UNITED KINGDOM
ASTRATTA SOLUTIONS, LLC	7499 TAFT ST ARVADA CO 80005
AT&T	P.O. BOX 5025 CAROL STREAM IL 60197-5025
AT&T - NEVADA	P.O. BOX 5025 CAROL STREAM IL 60197-5025
AT&T INTERSTATE DEDICATED SERVICE	P.O. BOX 5019 CAROL STREAM IL 60197
AT&T MOBILITY	P.O. BOX 6463 CAROL STREAM IL 60197-6463
AT&T NEVADA	P.O. BOX 5025 CAROL STREAM IL 60197
ATSCO SALES & SERVICE	1192 EAST DRAPER PARKWAY SUITE 455 DRAPER UT 84020
AURAMET TRADING LLC	300 FRANK W BURR BLVD, STE 24 TEANECK NJ 07666
AURION RESOURCES (US) LLC	120 TORBA ROAD, SUITE W240 ST. JOHNS NL A1A 2G8 CANADA
AUSTIN, RICHARD ROSE	4668 DRUMMOND RD NIAGARA FALLS ON L2E 6C7 CANADA
AV COLORADO	13317 E CAROLINA PLACE AURORA CO 80012
BAKER, JENNIFER	ADDRESS ON FILE
BALDRICA, ALICE M.	4567 CANYON RIDGE LN RENO NV 89523
BALLARD POWER SYSTEMS	9000 GLENLYON PARKWAY BURNABY BC V5J 5J8 CANADA
BALLY CAPITAL ADVISORS	40, AVENUE DES JORDILS SAINT SULPICE 1025 SWITZERLAND
BANK OF AMERICA-MERRILL LYNCH BUSINESS C	P.O. BOX 15796 WILMINGTON DE 19886-5796
BANK OF MONTREAL	595 BURRARD STREET VANCOUVER BC V7X 1L7 CANADA
BARAINCA, JON	ADDRESS ON FILE
BARBARICH PROPERTY MANAGEMENT	P.O. BOX 3487 TONOPAH NV 89049
BARRAGAN, WENDY M.	ADDRESS ON FILE
BARRICK GOLD EXPLORATION, INC.	293 SPRUCE ROAD ELKO NV 89801
BARRICK GOLD OF NORTH AMERICA, INC.	136 EAST SOUTH TEMPLE STREET, SUITE 1800 SALT LAKE CITY UT 84111
BARRICK GOLD OF NORTH AMERICA, INC.	293 SPRUCE ROAD ELKO NV 89801
BARRICK GOLD US INC.	460 WEST 50 NORTH, SUITE 500 SALT LAKE CITY UT 84101
BARTELS, WHITNEY	ADDRESS ON FILE
BARTON, BRYAN	617 WESTERN HILLS #5 SPRING CREEK NV 89815
BARTON, RONNIE	ADDRESS ON FILE
BASIN ENGINEERING CORPORATION	1070 E AULTMAN ST ELY NV 89301
BATH, DONNA	570 FIRST ST ELY NV 89301
BDO CANADA LLP	600 CATHEDRAL PLACE VANCOUVER BC V6C 3L2 CANADA
BEDFORD CONSULTING GROUP	145 ADELAIDE STREET WEST, SUITE 400 TORONTO ON M5H 4E5 CANADA

SERVICE LIST

Claim Name	Address Information
BEESLEY, DON	PO BOX 218 DRAGOON AZ 85609-0218
BELANGER & PLIMPTON	P.O. BOX 59 LOVELOCK NV 89419
BEMENT, DONALD R.	ADDRESS ON FILE
BEMENT, GARRISON R.	ADDRESS ON FILE
BENJAMIN MCOMBER	ADDRESS ON FILE
BERRY ENTERPRISES, INCORPORATED	DBA SIERRA ELECTRONI 690 E. GLENDALE AVE., #9B SPARKS NV 89431
BEST WESTERN EUREKA INN	251 N MAIN EUREKA NV 89316
BEST WESTERN HI-DESERT INN	320 MAIN ST TONOPAH NV 89049
BETHLEHEM APPARATUS COMPANY, INC.	890 FRONT STREET HELLERTOWN PA 18055
BFE SCREEN PRINTING AND EMBROIDERY	P.O. BOX 840 EUREKA NV 89316
BICE, VERNON C.	ADDRESS ON FILE
BIG 8 TIRES	1820 AULTMAN ST ELY NV 89315
BIG SKY ACOUSTICS	P.O. BOX 27 HELENA MT 59624
BILLY DON ROEDEL	ADDRESS ON FILE
BIRCHIM, EDISON E.	ADDRESS ON FILE
BLACKETOR, BRADLEY	ADDRESS ON FILE
BLAKE, CASSEL AND GRAYDON, LLP	199 BAY ST STE 4000 COMMERCE COURT WEST TORONTO ON M5L 1A9 CANADA
BLUELINE SERVICES	448 EAST WINCHESTER SUITE 425 SALT LAKE CITY UT 84107
BLUERADIOS INCORPORATED	8310 S. VALLEY HWY, SUITE 275 ENGLEWOOD CO 80112
BNY MELLON	CORPORATE TRUST DEPARTMENT PITTSBURGH PA 15251-9013
BOART LONGYEAR	1111 MAIN STREET WEST NORTH BAY ON P1B 2W4 CANADA
BOART LONGYEAR COMPANY	2640 W 1700 S SALT LAKE CITY UT 84104-4269
BOART LONGYEAR COMPANY	2640 W 1700 S SALT LAKE CTY UT 84104-4269
BOHRN, WADE	ADDRESS ON FILE
BOLINDER, CALEB	2040 HIGH NOON ROAD ELKO NV 89801
BRADLEY BLACKETOR	ADDRESS ON FILE
BRANHAM, ALAN	2778 SPOKANE CREEK RD EAST HELENA MT 59635
BRETT MCDERMOT	ADDRESS ON FILE
BRIAN PEART AND LANE MOYLE	1377 MILL STREET ELY NV 89301
BRISTLECONE BOWMEN	P.O. BOX 1256 MCGILL NV 89318
BRISTLECONE MOTEL	700 AVE I ELY NV 89301
BRITTON, ANDY	ADDRESS ON FILE
BRITTON, CODY M.	ADDRESS ON FILE
BRITTON, KYLIE	ADDRESS ON FILE
BROWN BROTHERS	P.O. BOX 860 EUREKA NV 89316
BROWN, ANNETTE	ADDRESS ON FILE
BRUNK, KENNETH	ADDRESS ON FILE
BRYAN CAVE HRO LLP	P.O. BOX 503089 ST LOUIS MO 63150-3089
BUETTNER, INC.	P.O. BOX 370 ELKO NV 89803
BUETTNER, INC.	C/O COPENHAVER & MCCONNELL, PC 950 IDAHO STREET ELKO NV 89801
BUREAU OF LAND MANAGEMENT	C/O U.S. DEPT, INTERIOR PACIFIC SW REG. ATTN: CLEMENTINE JOSEPHSON 2800 COTTAGE WAY, ROME E-1712 SACRAMENTO CA 95821
C SQUARE EDUCATIONAL ENTERPRISES, INC.	8089 GLOBE DR SAINT PAUL MN 55125-3388
C T CORPORATION	P.O. BOX 4349 CAROL STREAM NV 60197-4349
CADD SERVICES INC	4891 INDEPENDENCE ST, STE 190 WHEAT RIDGE CO 80033
CAL-NEVADA PRECISION BLASTING INC	P.O. BOX 3365 CARSON CITY NV 89702
CAMERON BAKER	2642 E JENNINGS WAY #NO7 ELKO NV 89801-7966
CAMPBELL, CASEY	2460 W 26TH AVE STE 170C DENVER CO 80211-5330
CANADA REVENUE AGENCY	875 HERON ROAD OTTAWA ON K1A 1B1 CANADA

SERVICE LIST

Claim Name	Address Information
CANADA REVENUE AGENCY	ATTN: JIMMY SENDHER 9737 KING GEORGE BLVD P.O. BOX 9070, STATION MAIN SURREY BC V3T 5W6 CANADA
CANTRELL, PATRICK SHANE	ADDRESS ON FILE
CARDNO ENTRIX	ATTN: HAROLD BREWER 807 SOUTH TEMPLE #350 SALT LAKE CITY UT 84102
CARLIN TREND MINING SUPPLIES & SERVICE	369 FIFTH ST ELKO NV 89801
CARTER AGRI-SYSTEMS	P.O. BOX 9 LUND NV 89317
CARTER, MIKE	449 W. SPEARHEAD ROAD TUCSON AZ 85737
CATE DRILLING SOLUTIONS OF ELKO, LLC	P.O. BOX 27073 SALT LAKE CITY UT 84127
CBRE INC.	ATTN: BRIAN WELLS LOCATION CODE 2147 P.O. BOX 406588 ATLANTA GA 30384
CCH	P.O. BOX 4307 CAROL STREAM NV 60197-4307
CEB (CORPORATE EXECUTIVE BOARD)	3393 COLLECTIONS CENTER DRIVE CHICAGO IL 60693
CENTRI CONSULTING	ATTN: MIKE AIELLO 651 TOWNSHIP LINE ROAD #1663 BLUE BELL PA 19422
CENTURY LINK	PO BOX 4080 OLATHE KS 66063-4080
CENTURY LINK	P.O. BOX 52187 PHOENIX AZ 85072-2187
CHAMBERS GROUP, INC.	1755 E PLUMB LN RENO NV 89502
CHILSON, PAUL N.	ADDRESS ON FILE
CHIPMAN & CHIPMAN LLC	P.O. BOX 7046 AUDUBON PA 19407
CHLUMSKY ARMBRUST & MEYER LLC	12600 W COLFAX AVE, STE A-140 LAKEWOOD CO 80215
CHRIS'S SERVICE	1715 AVENUE E ELY NV 89301
CHRISTIANSSEN DRILLING	557 ELY AVENUE ELY NV 89301
CHRISTOPHER LEWIS	ADDRESS ON FILE
CHRISTOPHER SHAWN MULLENIX	ADDRESS ON FILE
CIGNA	8505 E. ORCHARD ROAD, 5T1 GREENWOOD VILLAGE CO 80111
CINTAS CORPORATION	P.O. BOX 631025 CINCINNATI OH 45263-6525
CIVIL AIR PATROL MAGAZINE	1894 E WILLIAM STREET, STE 4, #351 CARSON CITY NV 89701
CLARK WILSON, LLP	900-885 WEST GEORGE STREET VANCOUVER BC V6C 3H1 CANADA
CMT ENGINEERING LABORATORIES	2796 S REDWOOD RD W VALLEY CITY UT 84119-2373
CNW GROUP	ATTN: REGULATORY RILING SERVICES TORONTO ON M5J 2N8 CANADA
COACH USA	4105 S IDAHO STREET ELKO NV 89801
CODY M. BRITTON	ADDRESS ON FILE
COELHO, ANTHONY L	51 BALTIMORE AVE, STE 2 REHOBOTH BEACH DE 19971
COLE, MICHAEL	ADDRESS ON FILE
COLLEGE OF SOUTHERN IDAHO	P.O. BOX 1238 TWIN FALLS ID 83303-1238
COLORADO MARKETING CONCIERGE	2083 S MOSS ST LAKEWOOD CO 80228-6404
COLORADO MINING ASSOCIATION	216 16TH ST DENVER CO 80202-5126
COLORADO STATE TREASURER	UNEMPLOYMENT INSURANCE EMPLOYER SERVICES DENVER CO 80201
COMMERCIAL PACKAGING	NEVADA 1 PAPER CHASE NORMAL IL 61761
COMMITTEE AGAINST CHILD HUNGER	400 BLOCK ELY NV 89301
COMMONWEALTH BANK OF AUSTRALIA	ATTN: DIRECTOR, PROJECT FINANCE 599 LEXINGTON AVENUE, 17TH FLOOR NEW YORK NY 10022
COMMONWEALTH BANK OF AUSTRALIA	599 LEXINGTON AVENUE NEW YORK NY 10022
COMMONWEALTH BANK OF AUSTRALIA	ATTN: DIRECTOR, PROJECT FINANCE 599 LEXINGTON AVENUE NEW YORK NY 10022
COMPENSATION STATEGIES, INC	3000 LAKESIDE DR.STE 115N BANNOCKBURN IL 60015
COMPUTERSHARE TRUST COMPANY OF CANADA	510 BURRARD STREET, 2ND FLOOR VANCOUVER BC V6C 3B9 CANADA
CONETEC INC	P.O. BOX 22082 SALT LAKE CITY UT 84122
CONFEDERATED TRIBES OF THE GOSHUTE RES.	1420 5TH AVE STE 3700 SEATTLE WA 98101-4089
CONTECH ENGINEERED SOLUTIONS INC.	FILE 53142 LOS ANGELES CA 90074
CORBETT SYSTEMS DEVELOPMENT, INC	2918 COUNTRY CLUB DRIVE COLORADO SPRINGS CO 80909
CORNERSTONE RECORDS MANAGEMENT, LLC	P.O. BOX 791361 BALTIMORE MD 21278

SERVICE LIST

Claim Name	Address Information
CORT FURNITURE RENTAL	P.O. BOX 17401 BALTIMORE MD 21297
COUER MINING, INC.	ATTN: CASEY M. NAULT 104 S. MICHIGAN AVE, SUITE 900 CHICAGO IL 60603
CR ENGINEERING	ROUNDS ENGINEERING, 5434 LONGLEY LANE RENO NV 89511
CRUISE IN CAR WASH & LUBE	P.O. BOX 151031 ELY NV 89315
CSM FOUNDATION	1500 ILLINOIS STREET GOLDEN CO 80401
CURTIS D. RUESCH	ADDRESS ON FILE
CURTIS ROSS MILLAGE	ADDRESS ON FILE
CUSTOM CLEAN	P.O. BOX 151396 ELY NV 89315
CYANCO COMPANY, LLC	ATTN: STEVE COCHRANE 5505 CYANCO DRIVE WINNEMUCCA NV 89445
DALE AND DIANA CHABINO	10633 HILDRETH LANE STOCKTON CA 95212
DAMELE, PATRICK E.	ADDRESS ON FILE
DAN F. HALSTEAD & SON TRUCKING, INC.	HC34 BOX 34150 ELY NV 89301
DANALYNN HUTCHINSON	ADDRESS ON FILE
DAVE ROWE & RANDALL STOEBERL	5900 FEEDLOT ROAD WINNEMUCCA NV 89445
DAVID AND CARELON ROWE	5900 FEED LOT ROAD WINNEMUCCA NV 89445
DAVID E NORMAN ELEMENTARY	P.O. BOX 400 EAST ELY NV 89315
DAVIDSON SALES & ENGINEERING INC.	2441 SOUTH 3850 WEST UNIT B WEST VALLEY CITY UT 84120
DAVIES WARD PHILLIPS & VINEBERG LLP	155 WELLINGTON STREET TORONTO ON M5V 3J7 CANADA
DAVIS GRAHAM & STUBS LLP	ATTN: LAURA GRANIER 1550 SEVENTEENTH STREET, SUITE 500 DENVER CO 80202
DAY, DEAN	PO BOX 651 EUREKA NV 89316-0651
DEBRA HEWITT	ADDRESS ON FILE
DELAWARE SECRETARY OF STATE	401 FEDERAL STREET, STE 4 DOVER DE 19901
DENNY'S AUTOMOTIVE	P.O. BOX 150111 EAST ELY NV 89315
DENVER COMPENSATION & BENEFITS, LLC	6161 S SYRACUSE WAY STE 240 GREENWOOD VLG CO 80111-4796
DENVER GOLD GROUP	1675 LARIMER ST STE 680 DENVER CO 80202-2398
DEPARTMENT OF THE TREASURY - IRS	INTERNAL REVENUE SERVICE P.O. BOX 7346 PHILADELPHIA PA 19101-7346
DERINGER, NATALIE	PO BOX 3551 BUTTE MT 59702-3551
DETER, KEN	2340 CORDELIA ST HENDERSON NV 98329
DIAMOND RENTAL INC	4518 SOUTH 500 WEST SALT LAKE CITY UT 84123
DIAMOND VALLEY SAND & GRAVEL	2895 N BLACK CAT RD KUNA ID 83634-1117
DIANA KENDALL-CHABINO	10633 HILDRETH LANE STOCKTON CA 95212
DIFFERENTIAL ENGINEERING INC.	P.O. BOX 8353 SPRING CREEK NV 89815
DINWIDDIE, ROBERT D	P.O. BOX 636 EUREKA NV 89316
DIRECT FORCE MAINTENANCE LLC	P.O. BOX 5611 FALLON NV 89407
DISH NETWORK	P.O. BOX 94063 PALATINE IL 60094-4063
DLA PIPER LLP	SUITE 2800, PARK PLACE VANCOUVER BC V6C 2Z7 CANADA
DODDS, PAULA MILLER	2088 COLONIAL DR ELKO NV 89801-8447
DOI BUREAU OF LAND MANAGEMENT - OREGON	OREGON STATE OFFICE P.O. BOX 2965 PORTLAND OR 97208
DONALD R. BEMENT	ADDRESS ON FILE
DONDELINGER, SCOTT	P.O. BOX 1217 FORESTHILL CA 95631
DONNA WALTRIP	ADDRESS ON FILE
DORSEY & WHITNEY LLP	50 SOUTH SIXTH STREET, SUITE 1500 MINNEAPOLIS MN 55403
DORSEY & WHITNEY LLP	ATTN: KENNETH G. SAM P.O. BOX 1680 MINNEAPOLIS MN 55480
DOUGLAS COUNTY	C/O DOUGLAS COUNTY TREASURER ATTN: BETH BARNES 100 THIRD STREET CASTLE ROCK CO 80104
DUANE AND ANGEL LYONS	1060 SOUTH PIOCHE HIGHWAY ELY NY 89301
DUCKWATER TRIBE	P.O. BOX 140068 DUCKWATER NV 89314
DUFF & PHELPS, LLC	C/O B9474 P.O. BOX 9100, STN F TORONTO ON M4Y 3A5 CANADA
DUFFY, GEORGE D., JR.	P.O. BOX 1245 LOVELOCK NV 89419

SERVICE LIST

Claim Name	Address Information
DUFFY, LAMONTE J.	P.O. BOX 1227 LOVELOCK NV 89419
DURICK MOTORSPORTS LLC	DBA DAKOTA TRUCK P.O. BOX 248 BATTLE MOUNTAIN NV 89820
DV AUTO REPAIR	2895 N BLACK CAT RD KUNA ID 83634-1117
EASTERN NEVADA LANDCAPE COALITION	ATTN: BETSY MACFARLAN P.O. BOX 150266 ELY NV 89315
EASTERN NEVADA LANDSCAPE COALITION	1500 AVE F ELY NV 89301
EASTERN NEVADA LANDSCAPE COALITION	ATTN: IRENE CADILLI P.O. BOX 150266 ELY NV 89315
EC APPLICATIONS	DWIGHT PATTEE, BUSINESS DEV MANAGER PO BOX 5058 SPARKS NV 89435
EDISON E. BIRCHIM	ADDRESS ON FILE
EGBERT, JASON	ADDRESS ON FILE
EKS & H LLLP	7979 E TUFTS AVE, STE 400 DENVER CO 80237-2521
EL AERO SERVICES, INC	815 MURRAY WAY ELKO NV 89801
ELECTRICAL CONSULTANTS INC	3521 GABEL RD BILLINGS MT 59102-7307
ELECTRONIC SECURITY CONCEPTS	8320 EAST GELDING DRIVE SCOTTSDALE AZ 85260
ELEVATION ENTERPRISES LLC	P.O. BOX 150927 ELY NV 89315
ELKO WIRE ROPE AND MINING SUPPLY INC.	4280 EAST IDAHO STREET ELKO NV 89801
ELLIS, LARISSA	ADDRESS ON FILE
ELY ELKS LODGE	P.O. BOX 151087 ELY NV 89315
ELY OUTDOOR ENTHUSIASTS	C/O NANCY WILLIAMS ELY NV 89301
ELY RENAISSANCE SOCIETY, INC	P.O. BOX 150028 ELY NV 89301
ELY ROTARY CLUB #2016	P.O. BOX 151827 ELY NV 89315
ELY SHOSHONE TRIBE	16 SHOSHONE CIRCLE ELY NV 89301
ELY VOLUNTEER FIRE DEPARTMENT	1785 GREAT BASIN BLVD ELY NV 89301
ENTERPRISE DAMAGE RECOVERY UNIT	P.O. BOX 843369 KANSAS CITY MO 64184-3369
ENTERPRISE HOLDINGS (NV)	ATTN: ACCOUNTS RECEIVABLE KANSAS CITY MO 64184-0173
ENTERPRISE LEASING COMPANY	5070 E. CARTIER AVE. LAS VEGAS NV 89115
ENTERPRISE RENT-A-CAR-(CO)	7201 S FULTON ST CENTENNIAL CO 80112
ENTERPRISE RENT-A-CAR-(NV)	6855 BERMUDA RD LAS VEGAS NV 89119
ENTRIX, INC (CARDNO)	5415 SW WESTGATE DRIVE, SUITE 100 PORTLAND OR 97221
ENTRIX, INC. (CARDNO)	P.O. BOX 123422 DALLAS TX 75312
ENVIRO CARE	505 NORTH MAIN STREET NORTH SALT LAKE CITY UT 84054
ENVIRON INTERNATIONAL CORPORATION	4350 N FAIRFAX DR, STE 30 ARLINGTON VA 22203
ENVIRONMENTAL MANAGEMENT ASSOCIATES INC	1861 ARBOLITA DR LA HABRA CA 90631-3215
ENVIRONMENTAL SUPPORT SERVICES	ATTN: CHUCK BALTZER P.O. BOX 1087 EVERGREEN CO 80437
ENVIROSCIENTISTS, INC.	1650 MEADOW WOOD LANE RENO NV 89502
EPC SERVICES COMPANY	3521 GABEL ROAD BILLINGS MT 59102
EPC SERVICES COMPANY	600 WEST 700 SOUTH WOODS CROSS UT 84087
EPC SERVICES COMPANY	ATTN: JOHN OTT 3521 GABEL ROAD BILLINGS MT 59102
EREF-MID I, LLC	C/O HALE FUND MANAGEMENT, LLC 17 STATE STREET, SUITE 3230 NEW YORK NY 10004
EREF-MID II, LLC	17 STATE STREET, STE 3230 NEW YORK NY 10004
EREF-MID II, LLC	C/O HALE FUND MANAGEMENT, LLC 17 STATE STREET, SUITE 3230 NEW YORK NY 10004
ERIC JOHN PASTORINO	ADDRESS ON FILE
ERIC LELACHEUR	ADDRESS ON FILE
ERNEST, KELLY	PO BOX 151942 ELY NV 89315
ERNST & YOUNG, INC	PACIFIC CENTER VANCOUVER BC V7Y 1C7 CANADA
ERWIN & THOMPSON, LLP	THOMAS P. ERWIN P.O. BOX 40817 RENO NV 89501
ESRI	FILE NO 54630 LOS ANGELES CA 90074
EUREKA BUSINESS NETWORK	P.O. BOX 154 EUREKA NV 89316
EUREKA COUNTY	P.O. BOX 556 EUREKA NV 89316
EUREKA COUNTY 4H	P.O. BOX 613 EUREKA NV 89316

SERVICE LIST

Claim Name	Address Information
EUREKA COUNTY ECONOMIC DEVELOPMENT	P.O. BOX 753 EUREKA NV 89316
EUREKA COUNTY FAIR BOARD	P.O. BOX 556 EUREKA NV 89316
EUREKA COUNTY HIGH SCHOOL	#1 VANDAL WAY EUREKA NV 89316
EUREKA COUNTY OPERA HOUSE	P.O. BOX 556 10 SOUTH MAIN STREET EUREKA NV 89316
EUREKA COUNTY TV DISTRICT	P.O. BOX 163 EUREKA NV 89316
EUREKA GOLD COUNTRY INN	P.O. BOX 147 EUREKA NV 89316
EUREKA LIONS CLUB	P.O. BOX 316 EUREKA NV 89316
EUREKA SENTINEL	P.O. BOX 70 LAS VEGAS NV 89125-0070
EUREKA TOWN WATER AND SEWER	701 S. MAIN STREET EUREKA NV 89316
EVOQUA WATER TECHNOLOGIES, LLC	10 TECHNOLOGY DRIVE LOWELL MA 01851
FASB	P.O. BOX 418272 BOSTON MA 02241-8272
FEDEX	P.O. BOX 94515 PLANTINE IL 60094-4515
FEDEX TECHCONNECT, INC., AS ASSIGNEE OF	FEDERAL EXPRESS CORPORATION, ET AL. ATTN: REVENUE RECOVERY/BANKRUPTCY 3965 AIRWAYS BLVD. MODULE G, 3RD FLOOR MEMPHIS TN 38116
FERGUSON ENTERPRISES INC.	12500 JEFFERSON AVENUE NEWPORT NEWS VA 23602
FIELDING, PAUL J.	ADDRESS ON FILE
FILINGS SERVICES CANADA INC.	205 MAGENTA CRES CHESTERMERE AB T1X 0K9 CANADA
FINANCIAL ACCOUNTING STANDARDS BOARD	P.O. BOX 418272 BOSTON MA 02241-8272
FINRA	9509 KEY W AVE ROCKVILLE MD 20850
FIRMEX CORP	110 SPADINA AVE TORONTO ON M5V 2K4 CANADA
FISH CREEK RANCH	P.O. BOX 327 EUREKA NV 89316
FISH CREEK RANCH LLC	P.O. BOX 327 EUREKA NV 89316
FISHER SCIENTIFIC COMPANY	2000 PARK LANE PITTSBURGH PA 15275
FISTROVIC, BRANKO E.	1711 HARMONY HEIGHTS LN APT 101 RAPID CITY SD 57702-6259
FLOWER BASKET & ESPRESSO DEPOT	455 E 11TH STREET ELY NV 89301
FLSMIDTH SALT LAKE CITY, INC.	P.O. BOX 934908 ATLANTA GA 31193
FLYERS ENERGY LLC	DEPARTMENT #34545- P.O. BOX 39000 SAN FRANCISCO CA 94139-0001
FOLIOFN INVESTMENTS, INC.	P.O. BOX 10544 MCLEAN VA 22102-8544
FORESTRY SUPPLIERS, INC	205 WEST RANKIN ST. JACKSON MS 39201
FRANK EDWARDS CO PARTS PLUS	3626 WEST PARKWAY BLVD SALT LAKE CITY UT 84120
FRIENDS OF NRA	P.O. BOX 151231 ELY NV 89315
FRITZ K. SCHAUDIES CPA LLC	10190 APPLEWOOD DR PARKER CO 80138-8102
FRONTIER COMMUNICATIONS	P.O. BOX 20550 ROCHESTER NY 14602
FRONTIER COMMUNICATIONS	P.O. BOX 20550 ROCHESTER NY 14604
FUERSTENAU, JEFF	6282 E 47TH PL YUMA CO 85365
G.I.S. LAND SERVICES	241 RIDGE ST STE 250 RENO NV 89501
GALLATIN PUBLIC AFFAIRS	240 2ND AVE S STE 400 SEATTLE WA 98104-2250
GARFF TRI-CITY FORD LLC	597 E 1000 S AMERICAN FORK UT 84003
GARRISON R. BEMENT	ADDRESS ON FILE
GARY'S MACHINE SHOP	P.O. BOX 150058 ELY NV 89315
GEE, WILLIAM R.	22741 INDIAN HEAD ROAD GOLDEN CO 80403
GENERAL DENTAL PRODUCT, INC	201 OGDEN AVE ELY NV 89301
GENERAL EQUIPMENT & SUPPLIES	4300 MAIN AVE FARGO ND 58103
GENESIS GOLD CORP	3 KNOB HILL PARK CITY UT 84098
GEORGE D. DUFFY, JR.	P.O. BOX 1245 LOVELOCK NV 89419
GEOTECH COMPUTER SYSTEMS, INC	12150 E BRIARWOOD AVE CENTENNIAL CO 80112
GEOTEMPS INC.	P.O. BOX 11532 RENO NV 89510
GIGAHERTZ INFORMATION SYSTEMS, INC.	697 TENDERFOOT DR. LARKSPUR CO 80118
GILL, ANDREA	574 NORTHLAKE DRIVE LEHI UT 84043

SERVICE LIST

Claim Name	Address Information
GLOBAL RESOURCE ENGINEERING LTD.	600 GRANT STREET SUITE 975 DENVER CO 80203
GOLDER ASSOCIATES	LOCKBOX 934544 ATLANTA GA 31193
GRAFFAM, CAREY	ADDRESS ON FILE
GRAHAM, RONDEE M.	ADDRESS ON FILE
GRAINGER	DEPT.882491798 KANSAS CITY MO 97474
GRAY, JOHN	2258 LEBANON PIKE#54 NASHVILLE TN 37214
GREAT AMERICAN COFFEE CO	30 KALAMATH STREET DENVER CO 80223
GREAT BASIN SERVICE CLUB	P.O. BOX 151706 ELY NV 89315
GREENMAN, LYNN	ADDRESS ON FILE
GROSS, ROGER	ADDRESS ON FILE
GROW RESOURCES	830 HOYT STREET LAKEWOOD CO 80215
GUIDEWIRE SYSTEMS INTEGRATOR	48 INVERNESS COURT EAST, STE 220 ENGLEWOOD CO 80112
GUST ELECTRIC INC	1123 GREAT BASIN BLVD. ELY NV 89301
GUSTAVSON ASSOCIATES LLC	5757 CENTRAL AVENUE, SUITE D BOULDER CO 80301
GUSTINE, TERESA	ADDRESS ON FILE
H&E EQUIPMENT SERVICES, INC.	P.O. BOX 849850-BOA LOCKBOX DALLAS TX 75284-9850
H.C. WAINWRIGHT & CO. LLC	430 PARK AVE NEW YORK NY 10022
HALE CAPITAL PARTNERS LP	17 STATE STREET, SUITE 3230 NEW YORK NY 10004
HALE CAPITAL PARTNERS, L.P.	ATTN: MARTIN HALE JR. AND TREY ANDERSON 17 STATE STREET, SUITE 3230 NEW YORK NY 10004
HALE, MARTIN M. , JR.	C/O HALE PARTNERS 17 STATE STREET, SUITE 3230 NEW YORK NY 10004
HARD ROCK CONSULTING, LLC	1030 JOHNSON ROAD,STE 300 GOLDEN CO 8401
HARPER HOFER & ASSOCIATES, LLC	1580 LINCOLN ST, STE 1100 DENVER CO 80203
HAUSEN, ALLAN	ADDRESS ON FILE
HAWES, GEORGE	772 NE 71ST BOCA RATON FL 33487
HAYWOOD SECURITES INC.	700, 200 BURRARD STREET VANCOUVER BC V6C 3L6 CANADA
HCP-MID, LLC	17 STATE STREET, STE 3230 NEW YORK NY 10004
HCP-MID, LLC	C/O HALE FUND MANAGEMENT, LLC 17 STATE STREET, SUITE 3230 NEW YORK NY 10004
HEALTHY PAWS OF EUREKA	P.O. BOX 43 EUREKA NV 89316
HENRY THOMAS WILLIAMS	ADDRESS ON FILE
HEWITT, DEBRA	ADDRESS ON FILE
HGI	ATTN: BRIAN CUBBAGE, PROJECT MANAGER 2302 N. FORBES BLVD TUCSON AZ 85716
HIGH COUNTRY EXECUTIVE SEARCH	1221 S CLARKSON ST, STE 316 DENVER CO 80210
HIGH COUNTRY MINING SEARCH	1221 S CLARKSON ST, STE 316 DENVER CO 80210
HOEKENGA, ALFRED J.	ADDRESS ON FILE
HOGENTOGLER & CO INC.	P.O. BOX 2219 COLUMBIA SC 21045
HOLIDAY INN EXPRESS ELKO	3013 IDAHO STREET ELKO NV 89801
HOLLAND & HART, LLP	ATTN: TIMOTHY J. RILEY 5441 KIETZKE LANE, SECOND FLOOR RENO NV 89511
HOMESTAKE MINING CO. OF CALIFORNIA	RUBY HILL MINE PROJECT MANAGER P.O. BOX 676 EUREKA NV 89316
HOMESTAKE MINING COMPANY	460 WEST 50 NORTH SUITE 500 SALT LAKE CITY UT 84101
HOMESTAKE MINING COMPANY	RUBY HILL MINE PROJECT MANAGER P.O. BOX 676 EUREKA NV 89316
HORNER, STEVEN	P.O. BOX 516 REPUBLIC WA 99166
HOTEL NEVADA & GAMBLING HALL	501 AULTMAN ST ELY NV 89301
HOWE, RICHARD	945 AVE K #1 ELY NV 89301
HOWE, RICHARD	945 AVENUE K, #1 ELKO NV 89301
HOWELL INTERNATIONAL ENTERPRISES, LLC	P.O. BOX 1630 CASTLE ROCK CO 80104
HRQ-DENVER LLC	2859 UMATILLA ST DENVER CO 80211
HUTCHINSON, DANALYNN	ADDRESS ON FILE
HYDROGEOLOGICA INC.	ATTN: BRENT JOHNSON 414 GARDEN GLEN CT TRUCKEE CA 96161

SERVICE LIST

Claim Name	Address Information
HYDROGEOPHYSICS, INC.	2302 NORTH FORBES BLVD TUCSON AZ 85745
I.C.S. SALES, INCORPORATED	P.O. BOX 350188 WESTMINSTER CO 80035-0188
ICE SYSTEMS, INC	100 PATCO COURT, STE 9 ISLANDIA NY 11749-1522
IECA	3401 QUEBEC ST, STE 3500 DENVER CO 80207-2339
IMA INC-COLORADO DIVISION	1705 17TH ST, STE 100 DENVER CO 80202
IMA INC.	17015 17TH ST, STE 100 DENVER CO 80202
IN-SITU INC	221 EAST LINCOLN AVE FORT COLLINS CO 80524
INFAITH COMMUNITY FOUNDATION	625 FOURTH AVENUE SOUTH, STE 1500 MINNEAPOLIS MN 55415
INFAXION GROUP, LLC	364 BELLAIRE ST DENVER CO 80220
INFLUENCE RESULTS, LLC	7133 W VIRGINIA AVE #305 LAKEWOOD CO 80226
INFOMINE USA INC	100 N MULLAN RD STE 102 SPOKANE VLY WA 99206-6848
INFORMATION MANAGEMENT SPECIALISTS, INC	364 BELLAIRE ST DENVER CO 80220
INFORMATIVE TECHNOLOGIES LIMITED LTD	DBA MICROWORKS 204 ANDOVER STREET 3RD FLOOR ANDOVER MA 01810
INK UNLEASHED	2780 MINERAL DRIVE ELY NV 89301
INSIGHTSOFTWARE.COM, INC.	5613 DTC PKWY STE 950 GREENWOOD VLG CO 80111-3028
INSPECTORATE AMERICA CORPORATION	12000 AEROSPACE AVENUE SUITE 200 HOUSTON TX 77034
INTEGRATEK CONSULTING, INC.	4600 S SYRACUSE, STE 900 DENVER CO 80237
INV-MID, LLC	C/O HALE FUND MANAGEMENT, LLC 17 STATE STREET, SUITE 3230 NEW YORK NY 10004
IRS	OGDEN UT 84204
ISC / VENTURE TECH	860 CENTRE STREET RIDGELAND MS 39157
ISC / VENTURE TECH	DEPT #2357 P.O. BOX 11407 BIRMINGHAM AL 35246-2357
ISCO INDUSTRIES, INC.	100 WITHERSPOON ST #2WEST LOUISVILLE KY 40202-1396
ITZA, KRISTINE	ADDRESS ON FILE
ITZA, KRISTINE	ADDRESS ON FILE
J&M TRUCKING, INC.	800 AVE O ELY NV 89301
JACOB WILSON	ADDRESS ON FILE
JACOBS ENGINEERING GROUP INC.	P.O. BOX 7084 PASADENA CA 91109
JACOBS ENGINEERING GROUP INC.	ATTN: TODD HABA P.O. BOX 7084 PASADENA CA 91109
JACOBS FIELD SERVICES NORTH AMERICA, INC	717 17TH STREET, SUITE 2400 DENVER CO 80202
JAILHOUSE MOTEL & CASINO	211 5TH STREET ELY NV 89301
JAMES B. SUUBAM	ADDRESS ON FILE
JAMES C. WILBOURN	ADDRESS ON FILE
JAMES MOORE	13842 N JAVELINA SPRINGS PL ORO VALLEY AZ 85755-5739
JAMES SOUTHCOTT	ADDRESS ON FILE
JAMES, JASON	PO BOX 291 KELLOGG ID 83837-0291
JAMIE PRICE	ADDRESS ON FILE
JASON EGBERT	ADDRESS ON FILE
JAY NISHIKAWA	ADDRESS ON FILE
JBR ENVIRONMENTAL CONSULTANTS INC	3995 S 700 E STE 300 MURRAY UT 84107-2540
JCR DEVELOPMENT LLC	P.O. BOX 151861 ELY NV 89315
JEFFERY ROSEVEAR	ADDRESS ON FILE
JENKINS JR., RON I.	ADDRESS ON FILE
JENKINS, RON	1025 AVENUE C ELY NV 89301-2329
JENNIFER MOORE	ADDRESS ON FILE
JENNIFER TOBIN DBA JTOBIN CONSULTING LTD	321 DOGWOOD STREET PARKVILLE BC V9P 1E1 CANADA
JERRY PANKOW	682 PARKER AVERNUE ELY NV 89301
JH INTERIORS	1107 FAIR OAKS AVE SOUTH PASADENA CA 91030

SERVICE LIST

Claim Name	Address Information
JM ENGINEERING (JAMES MCGRAW)	344 JOHN DIETSCH BLVD. #10 NORTH ATTLEBORO MA 02763
JMC INSTRUMENTS & CONTROLS	1755 SEQUOIA VISTA CIRCLE BLDG. 3H SALT LAKE CITY UT 84104
JOHN ASCUAGA'S NUGGET	1100 NUGGET AVE SPARKS NV 89431
JOHN W. REQUENA	ADDRESS ON FILE
JOHN WILLIAMS DBA SCHELL CREEK SAFETY	1317 AVE G ELY NV 89301
JOHNNY P. TORRES	ADDRESS ON FILE
JOHNSON, PERNECIA	SILVER STATE JANITOR P.O. BOX 912 EUREKA NV 89316
JON BARAINCA	ADDRESS ON FILE
JORDAN, RONNY	HC 33 BOX 33070 ELY NV 89301
JOSHUA, JOSEPH	850 LINDA VISTA DR GLOBE AZ 85501-1550
JOUNSON, PERNECIA	P.O. BOX 912 EUREKA NV 89316
JRH ADMINISTRATIVE SERVICES	P.O. BOX 1236 ELKO NV 89803
JTOBIN CONSULTING LTD	321 DOGWOOD STREET PARKVILLE BC V9P 1E1 CANADA
JUSTIN MOYLE	ADDRESS ON FILE
KACZMAREK, ANDREW F.	9374 E HUNTER CT SCOTTSDALE AZ 85262-2300
KAEMPFER CROWELL	ATTN: LOUIS M. BUBALA III, ESQ. 50 W. LIBERTY STREET, SUITE 700 RENO NV 89501
KARR TUTTLE CAMPBELL	701 FIFTH AVENUE, SUITE 3300 SEATTLE WA 98104
KAUTZ ENVIRONMENTAL CONSULTANTS	1140 FINANCIAL BLVD., STE. 100 RENO NV 89502
KB DRILLING CO., INC.	58 LAXALT DRIVE MOUND HOUSE NV 89706
KDSS 92.7 FM	466 AULTMAN ST ELY NV 89301
KEN'S REPRODUCTIONS, LLP	7304 S ALTON WAY, 3H CENTENNIAL CO 80112
KENNY ELECTRIC	595 QUIVAS STREET DENVER CO 80204
KIEDING OFFICE ARCHITECTS	501 S. CHERRY STREET GLENDALE CO 80246
KIP R. SLAYBAUGH	ADDRESS ON FILE
KLAAS REALTY LLC	ATTN: TARA M. KLAAS 643 AULTMAN STREET ELY NV 89301
KLEIN, NATHANIEL	C/O HALE PARTNERS 17 STATE STREET, SUITE 3230 NEW YORK NY 10004
KPMG LLP	333 BAY STREET, SUITE 4600 TORONTO ON M5H 2S5 CANADA
KPMG LLP	ATTN: NJ (NORM) MAYR P.O. BOX 4348 STATION A TORONTO ON M5W 7A6 CANADA
KPMG LLP (VANCOUVER)	ATTN: GUY ELLIOT P.O. BOX 4348, STATION A TORONTO ON M5W 7A6 CANADA
KRJA SYSTEMS, INC DBA MAPTEK	14143 DENVER WEST PKWY STE 200 LAKEWOOD CO 80401-3275
LA PERKS PLUMBING & HEATING	765 E. GREG STREET, SUITE 103 SPARKS NV 89431
LABATE, JOHN	ADDRESS ON FILE
LABRA, GLORIA	ADDRESS ON FILE
LAMONIE J. DUFFY	P.O. BOX 1227 LOVELOCK NV 89419
LANE & ASSOCIATES, INC.	10165 W 21ST AVE LAKEWOOD CO 80215
LARKSPUR ASSOCIATES LLC	8100 E MAPLEWOOD AVE., STE 210 GREENWOOD VILLAGE CO 80111
LARSON BUSHELL LLC	1660 LINCOLN ST STE 1700 DENVER CO 80264
LARSON, JEFF	774 AESOP DRIVE SPRING CREEK NV 89915
LAURA PODRATZ	ADDRESS ON FILE
LAWSON, SCOTT A	82241 CROSBY DR INDIO CA 92201-7644
LEAF DOLPHIN CAPITAL CORP	P.O. BOX 644006 CINCINNATI OH 45264-4006
LEDCOR CMI INC.	ATTN: TOM LOFARO, SENIOR VP, LEGAL 5370 KIETZKE LANE, SUITE 204 RENO NV 89511
LEDCOR CMI INC.	5370 KIETZKE LANE, SUITE 204 RENO NV 89511
LEDCOR CMI INC.	ATTN: LEGAL 6405 MIRA MESA BOULEVARD, SUITE 100 SAN DIEGO CA 92121
LEDCOR CMI INC.	ATTN: BRYAN ATWATER 5370 KIETZKE LANE SUITE 204 RENO NV 89511
LEGEND, INC.	988 PACKER WAY SPARKS NV 89431
LELACHEUR, ERIC	ADDRESS ON FILE
LEMICH, MIKE	P.O. BOX 150011 ELY NV 89301
LENOVO (UNITED STATES) INC.	P.O. BOX 634055 PITTSBURGH PA 15264-3055

SERVICE LIST

Claim Name	Address Information
LEWIS, CHRISTOPHER C.	ADDRESS ON FILE
LEXISNEXUS	9443 SPRINGBORO PIKE MIAMISBURG OH 45324
LILI ANN PETE	ADDRESS ON FILE
LIONEL SAWYER & COLLINS	6450 SPRING MOUNTAIN RD STE 14 LAS VEGAS NV 89146-8836
LJB MINERAL SERVICES LLC	6234 HARVARD LANE HIGHLANDS RANCH CO 80130
LOWE, STEVEN	23 RODGER CT TOWNSEND MT 59644
LUND COMBINED SCHOOL	P.O. BOX 129 LUND NV 89317
LUSKIN, STERN & EISLER LLP	RICHARD STERN & MATTHEW O' DONNELL 11 TIMES SQUARE 8TH AVENUE & 41ST STREET NEW YORK NY 10036
LUTHERAN COMMUNITY FOUNDATION	625 FOURTH AVE SOUTH, STE 1500 MINNEAPOLIS MN 55415
LYNN GREENMAN	ADDRESS ON FILE
LYONS, DUANE AND ANGEL	403 BELL AVE HENDERSON NV 89015
M-I LLC	MI-SWACO P.O. BOX 732135 DALLAS TX 75373-2135
M.L. ENTERPRISES	P.O. BOX 140014 DUCKWATER NV 89314
MACLEAN ROSS	10611 RIDGECREST CIR HGHLNDS RANCH CO 80129-1829
MACLEAN, JOHN ROSS	10611 RIDGECREST CIR HGHLNDS RANCH CO 80129-1829
MADILL, JONATHAN	PO BOX 1435 ROUND MTN NV 89045-1435
MARICH, KATHLEEN	ADDRESS ON FILE
MARSH USA INC	ATTN: DEBI CLEMENTS P.O. BOX 846015 DALLAS TX 75284-6015
MARSH USA INC.	11001 LAKELINE BLVD, BLDG 1, SUITE 200 AUSTIN TX 78717
MARSH USA INC.	ATTN: DEBI CLEMENTS 1225 17TH STREET, SUITE 1300 DENVER CO 80202
MARSH USA INC.	ATTN: DEBI CLEMENTS P.O. BOX 846015 DALLAS TX 75284
MARTIN, KRISTAL	525 W.MERCURY STREET BUTTE MT 59701
MASS GROUP	21601 DEVONSHIRE ST, STE 108 CHATSWORTH CA 91311
MATTHEW L. NICHOLS	ADDRESS ON FILE
MCANANY, RICHARD	P.O. BOX 1236 ELKO NV 89803
MCCAW SCHOOL OF MINES	P.O. BOX 91208 HENDERSON NV 89009
MCDERMOTT, BRET	ADDRESS ON FILE
MCDONALD CARANO WILSON LLP	P.O. BOX 2670 RENO NV 89505
MCGILL PTA	P.O. BOX 1296 MCGILL NV 89318
MCGRAW HILL CONSTRUCTION ENR	P.O. BOX 5729 HARLAN IA 51593-5229
MCINTOSH, JAMIE	HC 33 BOX 33104 ELY NV 89301-9414
MCJUNKIN RED MAN CORPORATION	835 HILLCREST DRIVE CHARLESTON WV 25311
MCMASTER CARR SUPPLY CO.	ACCOUNTS RECEIVABLE P.O. BOX 7690 CHICAGO IL 60680-7690
MCOMBER, BENJAMIN	ADDRESS ON FILE
MCOMBER, SCOTT	ADDRESS ON FILE
MDP ENGINEERING GROUP, P.C.	1800 GLENARM PLACE, STE 800 DENVER CO 80202
MEDDAUGH, PATRICK	2828 INSTONE CT WESTLAKE VLG CA 91361-3706
MEDIANT COMMUNICATIONS, LLC	P.O. BOX 29976 NEW YORK NY 10087-9976
MEEK, JAMES N MBA CPA	3934 N 19TH ST COEUR D'ALENE ID 83815
MELANIE CHAN-BERARDI	COMPUTERSHARE - RELATIONSHIP MANAGER 510 BURRARD STREET, 3RD FLOOR VANCOUVER BC V6C 3B9 CANADA
MELODIE LEE NICHOLS	ADDRESS ON FILE
MERCER (CANADA) LIMITED	161 BAY ST, P.O. BOX 501 TORONTO ON M5J 2S5 CANADA
MERRITT, DAVID	ADDRESS ON FILE
METAL RESEARCH CORP.	3811 NORTH 3500 EAST KIMBERLY ID 83341
METALOR USA REFINING CORP.	225 JOHN L. DIETSCH BOULEVARD NORTH ATTLEBORO MA 02763
METALOR USA REFINING CORP.	255 JOHN L. DIETSCH BLVD NORTH ATTLEBORO MA 02761-0255
METLIFE GROUP BENEFITS	13045 TESSON FERRY RD SAINT LOUIS MO 63128-3407

SERVICE LIST

Claim Name	Address Information
METLIFE GROUP BENEFITS	P.O. BOX 804466 KANSAS CITY MO 64180-4466
MG-POINT, LLC	C/O VECTOR PROPERTY SERVICES, LLC 4643 S. ULTERS ST., SUITE 1500 DENVER CO 80237
MICHAEL A CLARK TRUCKING	P.O. BOX 27043 SALT LAKE CITY UT 84127-0043
MICHAEL THOMAS STONE	1091 NE ORENCO STATION PKWY APT E222 HILLSBORO OR 97124-4437
MIDWAY EXPLORATION, LLC	8310 SOUTH VALLEY HIGHWAY, SUITE 280 ENGLEWOOD CO 80112
MIDWAY GOLD CORP.	8310 SOUTH VALLEY HIGHWAY, SUITE 280 ENGLEWOOD CO 80112
MIDWAY GOLD ROCK MINE CO.	8310 SOUTH VALLEY HIGHWAY, SUITE 280 ENGLEWOOD CO 80112
MIDWAY GOLD US INC.	8310 SOUTH VALLEY HIGHWAY, SUITE 280 ENGLEWOOD CO 80112
MIDWAY HOLDING CORP.	8310 SOUTH VALLEY HIGHWAY, SUITE 280 ENGLEWOOD CO 80112
MIDWAY PAN MINE CO.	8310 SOUTH VALLEY HIGHWAY, SUITE 280 ENGLEWOOD CO 80112
MILL MAN STEEL INC.	1441 WAZEE STREET #104 DENVER CO 80202
MILLAGE, CURTIS ROSS	ADDRESS ON FILE
MILLER GLOBAL	4643 SOUTH ULSTER ST, STE 1500 DENVER CO 80237
MILLER THOMSON LLP	ATTN: PETER J. MCARTHUR 155 WELLINGTON STREET TORONTO ON M5C3J7 CANADA
MILLER THOMSON LLP	ATTN: PETER J. MCARTHUR ROBSON COURT, 1000-840 HOWE STREET VANCOUVER BC V6Z 2M1 CANADA
MINE SERVICES, LLC	8310 SOUTH VALLEY HIGHWAY, SUITE 280 ENGLEWOOD CO 80112
MINERAL RIDGE GOLD LLC	1515 7TH STREET ELKO NV 89801
MINING & METALLURGICAL SOCIETY OF AMERIC	P.O. BOX 810 BOULDER CO 80306-0810
MINING JOURNAL	4TH FLOOR, VINTNERS PLACE 68 UPPER THAMES STREET LONDON EC4V 3BJ UNITED KINGDOM
MINING TAX PLAN LLC	6500 S QUEBEC ST., STE. 300 CENTENNIAL CO 80111
MODULAR SPACE CORPORATION	DBA MODSPACE 1200 SWEDES FORD ROAD BERWYN PA 19312
MONSEN ENGINEERING INC.	960 SO. MAIN SALT LAKE CITY UT 84101
MOORE, JAMES	13842 N JAVELINA SPRINGS PL ORO VALLEY AZ 85755-5739
MOORE, JENNIFER	ADDRESS ON FILE
MOORE-MCNEIL, LLC	2002 RICHARD JONES RD A307 NASHVILLE TN 37215-9998
MORGAN LEWIS & BOCKIUS LLP	2 PALO ALTO SQ.-3000 EL CAMINO REAL #700 PALO ALTO CA 94306
MORITZ, RICHARD	ADDRESS ON FILE
MOSCH, DAVID	ADDRESS ON FILE
MOUNTAIN STATES EMPLOYERS COUNCIL INC	P.O. BOX 539 DENVER CO 80201-0539
MOYLE, JUSTIN	ADDRESS ON FILE
MSDUFFY MINE PROPERTIES LLC	SCOTT PETERSON 5122 S. COTTONWOOD LANE HOLLADAY UT 84117
MULE DEER FOUNDATION	RON BLACKHAM MCGILL NV 89318
MULLENIX, CHRISTOPHER SHAWN	ADDRESS ON FILE
MULLENIX, CHRISTOPHER SHAWN	ADDRESS ON FILE
MURDOCKS METAL & PAINT	201 HIGH ST ELY NV 89301
MUTALE, CHRISTIAN	121 FOXTAIL DR PITTSBURGH PA 15239-2285
NAE	P.O. BOX 7515 RENO NV 89510
NAEGER, XAVIER	3706 AUTUMN COLORS DR ELKO NV 89801-7805
NARVA ENTERPRISES, LLC	8091 SHAFFER PARKWAY LITTLETON CO 80127
NATIONAL CORPORATE RESEARCH	10 EAST 40TH STREET, 10TH FLOOR NEW YORK NY 10016
NATIONAL EWP INC.	500 MAIN ST WOODLAND CA 95695
NEAL, WILLIAM	ADDRESS ON FILE
NEILSON, THAD M.	ADDRESS ON FILE
NELSON, LARRY A	5693 VULK DR HELENA MT 59602-8934
NEVADA FFA FOUNDATION	700 E. FIFTH ST. CARSON CITY NV 89701
NEVADA HEALTH CENTERS INC.	3325 RESEARCH WAY 2ND FLOOR CARSON CITY NV 89706

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Claim Name	Address Information
NEVADA MINING ASSOCIATION	201 W LIBERTY ST, STE 300 RENO NV 89501
NEVADA ROYALTY CORP.	13403 N GOVERNMENT WAY UNIT 212 HAYDEN ID 83835-8906
NEVADA RURAL WATER ASSOCIATION	363 FIARVIEW DR CARSON CITY NV 89701
NEVADA STATE DEMOCRATIC PARTY	6233 DEAN MARTIN DR LAS VEGAS NV 89118
NEVADA U-STORE LLC	P.O. BOX 150472 ELY NV 89315
NEWARK VALLEY MINING CORP	C/O GOLDEN PREDATOR CORPORATION 888 DUNSMUIR ST, SUITE 1100 VANCOUVER BC V6C 3K4 CANADA
NEWFIELDS MINING DESIGN & TECH SERVICES	225 SILVER STREET, #100 ELKO NV 89801
NEXUSTEK	7340 EAST CALEY AVENUE, SUITE 100 CENTENNIAL CO 80111
NICHOLAS, MATTHEW	HC 32 BOX 32216 ELY NV 89301
NICHOLAS, MATTHEW L.	ADDRESS ON FILE
NICHOLAS, MELODIE LEE	ADDRESS ON FILE
NISHIKAWA, JAY	ADDRESS ON FILE
NORTH AMERICAN INDUSTRIAL SERVICES INC	1240 SARATOGA ROAD BALLSTON SPA NY 12020
NORTH STAR SCIENCE AND TECHNOLOGY, LLC	P.O. BOX 438 KING GEORGE VA 22485
NORTHWEST MINING ASSOCIATION	10 N POST ST, STE 305 SPOKANE WA 99201-0705
NV ENERGY	6226 WEST SAHARA AVENUE LAS VEGAS NV 89146
NV ENERGY	P.O. BOX 30065 RENO NV 89520
NYE COUNTY SCHOOL DISTRICT	P.O. BOX 113 TONOPAH NV 89049
NYSE MARKET, INC	BOX #223695 PITTSBURGH PA 15251-2695
O'FLAHERTY PLUMBING & HEATING	965 PINOCHE HWY ELY NV 89301
O'FLAHERTY RENTALS LLC	965 PIOCHE HIGHWAY ELY NV 89301
O'FLAHERTY RENTALS LLC	965 PINOCHE HWY ELY NV 89301
O'KEEFE DRILLING COMPANY	P.O. BOX 3810 BUTTE MT 59702
OFFICE FURNITURE EXCHANGE, INC.	257 WEST 500 SOUTH SALT LAKE CITY UT 84101
OFFICE MAX INCORPORATED	75 REMITTANCE DR #2698 CHICAGO IL 60675-2698
OFFICE PRODUCTS, INC.	121 FREEPORT CIRCLE FALLON NV 89406
OFFICES FOR LESS	8141 N I-70 FRONTAGE ROAD ARVADA CO 80002
OGM RESERVES LLC	11124 W PACIFIC CT LAKEWOOD CO 80227
OLMSTEAD, WAYNE R.	ADDRESS ON FILE
ONTARIO SECURITIES COMMISSION	MAUREN JENSEN, CHAIR AND CEO\ 20 QUEEN STREET WEST, 22ND FLOOR TORONTO ON M5H 3S8 CANADA
ORACLE AMERICA, INC.	P.O. BOX 203448 DALLAS TX 75320-3448
ORE-MAX	P.O. BOX 23666 PORTLAND WA 97281
ORION RESOURCE PARTNERS	1211 AVENUE OF THE AMERICAS, SUITE 3001 NEW YORK NY 10036
ORION RESOURCE PARTNERS	C/O MITSUBISHI UFJ FUND SERVICE 1211 AVENUE OF THE AMERICAS, SUITE 3001 NEW YORK NY 10036
ORR, WILLIAM	4118 N 21ST ST COEUR D'ALENE ID 83815
OSLER, HOSKIN & HARCOURT LLP	1 FIRST CANADIAN PLACE, P.O. BOX 50 TORONTO ON M5X 1B8 CANADA
P.G. MORROS, INC.	1455 VIEW CREST CT RENO NV 89511
PACIFIC HIDE AND FUR DEPOT	DBA PACIFIC STEEL P.O. BOX 1549 GREAT FALLS MT 59403
PACIFIC PUBLISHING CO., INC	1022 GRASS VALLEY ROAD WINNEMUCCA NV 89445
PACKGEN	P.O. BOX 1970 AUBURN AL 04211
PADILLA, DARREL	1024 MACKENZIE RIVER AVE HENDERSON NV 89002-0920
PALLETS OF UTAH, INC	390 WEST 1700 SOUTH LOGAN UT 84321
PANKOW, JERRY	5269 S RIDGECREST DR TAYLORSVILLE UT 84129-3317
PANKOW, JERRY	682 PARKER AVERNUE ELY NV 89301
PARALEGAL RESOURCE CENTER, INC.	410 17TH ST #275 DENVER CO 80202-4402
PARALLEL LINES STUDIO LLC	786 PINE STREET ELY NV 89301
PARBERRY, LAWRENCE C	5926 E JAMISON PL CENTENNIAL CO 80112

SERVICE LIST

Claim Name	Address Information
PARR BROWN GEE & LOVELESS	ATTN: DAN JENSEN P.O. BOX 11019 SALT LAKE CITY UT 84147
PARSONS BEHLE & LATIMER	201 SOUTH MAIN STREET, STE 1800 SALT LAKE CITY UT 84111
PASKEWICH, ANDREA	BOX 30519 RPO CLEARWATER FORT MCMURRAY AB T9H 0C4 CANADA
PASKEWICH, NATHAN	BOX 30519 RPO CLEARWATER FORT MCMURRAY AB T9H 0C4 CANADA
PASSPORT HEALTH COLORADO	405 URBAN ST, STE 320 LAKEWOOD CO 80228
PASTORINO, ERIC JOHN	ADDRESS ON FILE
PATRICK E. DAMELE	ADDRESS ON FILE
PATRICK SHANE CANTRELL	ADDRESS ON FILE
PATTON, THOMAS C	P.O. BOX 2389 MAPLE FALLS WA 98266
PAUL J. FIELDING	ADDRESS ON FILE
PAUL MILLER DODDS	2088 COLONIAL DR ELKO NV 89801-8447
PAUL N. CHILSON	ADDRESS ON FILE
PAYCHEX INC	9 E RIVER PARK PL E STE 210 FRESNO CA 93720-1530
PAYCOM PAYROLL, LLC	7501 W MEMORIAL OKLAHOMA CITY OK 73142
PAYNE, CALDWELL	ADDRESS ON FILE
PAYWORKS	1565 WILLSON PLACE WINNIPEG MB R3T 4H1 CANADA
PEAKALIGNMENT	13249 LOST LAKE WAY BROOMFIELD CO 80020
PEART, BRIAN	1377 MILL ST ELY NV 89301
PENHALL COMPANY	1801 PENHALL WAY ANAHEIM CA 92801
PERFORMANCE ASSOCIATES INTERNATIONAL	10195 NORTH ORACLE ROAD SUITE 105 TUSCON AZ 85704
PERKINELMER HEALTH SCIENCES	13633 COLLECTIONS CENTER DR CHICAGO IL 60693-3685
PERKINS COIE LLP	ROBERT MAYNARD 1111 WEST JEFFERSON STREET SUITE 500 BOISE ID 83702
PETE, LILI ANN	ADDRESS ON FILE
PHILIP ENTERPRISES, LLC	2501 BRAUN DRIVE GOLDEN CO 80401
PHOENIX PLASTICS, INC	1482 STONEWOOD COURTR SAN PEDRO CA 90732
PIONEER IT SERVICES, LLC	12513 E PACIFIC CIRCLE, STE. A AURORA CO 80014
PIONEER URGENT FAMILY CLINIC	160 12TH ST ELKO NV 89801
PITNEY BOWES	P.O. BOX 371874 PITTSBURGH PA 15250
PITNEY BOWES INC	ATTN: BK DEPT 27 WATERVIEW DR SHELTON CT 06484
PODRATZ, LAURA	ADDRESS ON FILE
PODRATZ, LAURA	ADDRESS ON FILE
POSTAL PALACE TOWNHOMES, LLC	501 AULTMAN STREET ELY NV 89301
PRAXAIR DISTRIBUTION INC.	2301 SE CREEKVIEW DRIVE ANKENY IA 50021
PRECISION AIR CARGO, INC.	14155 E. 42ND AVENUE, SUITE 80 DENVER CO 80239
PRICE, JAMIE	ADDRESS ON FILE
PRICE, JAMIE	ADDRESS ON FILE
PRICewaterHOUSECOOPERS LLP	18 YORK ST, STE 2600 TORONTO ON M5J 0B2 CANADA
PRINCIPAL FINANCIAL GROUP	111 WEST STATE ST MASON CITY IA 50401
PROSPECTOR ENTERPRISES OF ELY LLC	1501 E AULTMAN ST ELY NV 89301
PROTANI, MICHAEL	ADDRESS ON FILE
PROVANTAGE CORPORATION	7576 FREEDOM AVE NW NORTH CANTON OH 44720-6902
PS INSTALLATIONS, INC	3857 STEELE STREET, UNIT C DENVER CO 80205
PUBLIC COMPANY ACCOUNTING OVERSIGHT BOAR	P.O. BOX 418631 BOSTON MA 02241-8631
PUMPS PLUS, INC	609 S TAYLOR AVE, UNIT B LOUISVILLE KY 80027
Q'PIT INC.	P.O. BOX 400 KINGSTON ON K7P 2N6 CANADA
QUANTUM ELECTRIC	1070 SILVER STREET ELKO NV 89801
QUANTUM ELECTRIC LLC.	1070 SILVER ST ELKO NV 89801
QUEST DIAGNOSTICS	P.O. BOX 740709 ATLANTA GA 30374-0709

SERVICE LIST

Claim Name	Address Information
QUILL CORPORATION	P.O. BOX 37600 PHILADELPHIA PA 19101-0600
QUIROZ, CHRISTOPHER A.	ADDRESS ON FILE
RAHILL, MARISOL	ADDRESS ON FILE
RAM ENTERPRISES, INC.	1225 W. MAIN STREET ELKO NV 89301
RAMADA INN	805 GREAT BASIN BLVD ELY NV 89301
RATKE, AARON	ADDRESS ON FILE
RBC DOMINION SECURITIES, INC.	P.O. BOX 50 TORONTO ON M5J 2W7 CANADA
RBC DOMINION SECURITIES, INC.	200 BAY STREET, ROYAL BANK PLAZA TORONTO ON M5J 2W7 CANADA
RDI - RESOURCE DEVELOPMENT INC	11475 WEST I-70 FRONTAGE RD NORTH WHEAT RIDGE CO 80033
REBECKA SNELL-LABSON	ADDRESS ON FILE
REDI SERVICES LLC	225 WEST OWEN STREET P.O. BOX 310 LYMAN WY 82937
REESE RIVER HYDROLOGIC	JAY ROBER FISCHER 385 JILLIAN DR. BATTLE MOUNTAIN NV 89820
REKER NV	BARON A D'HUARTLAAN 227 1950 KRAAINEM BELGIUM
REQUENA, JOHN W.	ADDRESS ON FILE
RESOURCE CONCEPTS INC.	ATTN: KATHY SYLVIA 340 N MINNESOTA ST CARSON CITY NV 89703
RESOURCE EVALUATION INC.	1955 W. GRANT RD. SUITE 125X TUCSON AZ 85745
REVOLVE MARKETING INC	#430-609 GRANVILLE ST VANCOUVER BC V7Y 1G5 CANADA
RICHARD HOWE	945 AVENUE K, #1 ELKO NV 89301
RICHERS, ADAM	ADDRESS ON FILE
RIGBY, SHARON R.	P.O. BOX 427 ELKO NV 89803
RIVET SOFTWARE, INC	4683 CHABOT DR STE 260 PLEASANTON CA 94588-3829
RK PAYROLL SOLUTIONS, INC.	8081 ARCO CORPORATE DRIVE SUITE 200 RALEIGH NC 27617
RMEC ENVIRONMENTAL, INC.	785 N 4100 W SALT LAKE CTY UT 84103-1416
ROBERT LINNELL DBA LINNELL ELECTRIC	90 AULTMAN ST ELY NV 89301
ROBISON, THOMAS W.	ADDRESS ON FILE
ROCKY MOUNTAIN ELK FOUNDATION	906 BRONCO DR SPRING CREEK NV 89815
RODEO CREEK GOLD INC	905 RAILROAD ST STE 202 ELKO NV 89801-3815
ROEDEL, BILLY DON	ADDRESS ON FILE
RON I. JENKINS JR.	ADDRESS ON FILE
RONAN DESIGN GROUP	9055 EAGLE CLIFF RD. CONIFER CO 80433-9038
RONDEE M. GRAHAM	ADDRESS ON FILE
ROSCOE MOSS MANUFACTURING CO.	4300 WORTH STREET LOS ANGELES CA 90063
ROSENER, TIMOTHY	DBA 4J FABRICATION P.O. BOX 74 EUREKA NV 89316
ROSENER, TIMOTHY	P.O. BOX 74 EUREKA NV 89316
ROSEVEAR, JEFFERY	ADDRESS ON FILE
ROSEVEAR, JENNA	ADDRESS ON FILE
ROWE, DAVE	5900 FEEDLOT RD WINNEMUCCA NV 89445
ROXANNE MERRILL	DBA PORTER MERRILL 1050 LAMOILLE HWY ELKO NV 89801
ROYAL BANK OF CANADA	144 4TH AVENUE SW CALGARY AB T2P 3N4 CANADA
ROYAL BANK OF CANADA	P.O. BAG SERVICE 2650 CALGARY AB T2P 2M7 CANADA
RPA ADVISORS, LLC	45 EISENHOWER DRIVE PARAMUS NJ 07652
RR DONNELLEY CANADA, INC.	C/O T1022 P.O. BOX 10022 TORONTO ON M5W 2B1 CANADA
RS GOLD, LLC	ATTN: RANDALL STOEBERL 331 FAIRGROVE DRIVE SPRING CREEK NV 89515
RUBY MOUNTAIN NATURAL SPRING WATER	HC 30-340 SPRING CREEK NV 89815
RUESCH, CURTIS D.	ADDRESS ON FILE
RUTH VOLUNTEER FIRE DEPARTMENT	P.O. BOX 402 RUTH NV 89319
RYAN, LLC	13155 NOEL ROAD, STE 100 DALLAS TX 75240
SABOL AND RICE, INC.	1834 SOUTH 900 W SALT LAKE CITY UT 84104
SAFE AND SOBER GRAD NIGHT	HC 33 BOX 33511 ELY NV 89301

SERVICE LIST

Claim Name	Address Information
SAFECHOICE OCCUPATIONAL SCREENING, INC	P.O. BOX 1525 EASTLAKE CO 80614
SAFEGUARD BUSINESS SYSTEMS	P.O. BOX 88043 CHICAGO IL 60680-1043
SANITARY SEPTIC SERVICE	1410 AVENUE L ELY NV 89301
SAPPINGTON, STEVE	5885 BROOKS DRIVE WINNEMUCCA NV 89445
SATCOM GLOBAL	1347 N ALMA SCHOOL ROAD #150 CHANDLER AZ 85224
SAWYER, REBECCA A.	4039 E CHEERY LYNN RD UNIT 2 PHOENIX AZ 85018-6490
SCHAUDIES, FRITZ	ADDRESS ON FILE
SCHLUMBERGER WATER SERVICES	1875 LAWRENCE ST SUITE 500 DENVER CO 80202
SCHMIDT FAMILY MINING PARTNERSHIP, LLC	1228 KARTH LAKE DR SAINT PAUL MN 55112-5714
SCHMIDT FAMILY MINING PARTNERSHIP, LLC	1801 CALIFORNIA ST STE 4400 DENVER CO 80202-2662
SCHMIDT, PAUL G	1228 KARTH LAKE DR SAINT PAUL MN 55112-5714
SCHULTE ROTH & ZABEL LLP	919 THIRD AVE NEW YORK NY 10022
SCHUR, RICHARD	ADDRESS ON FILE
SCOTT G. TRUJILLO	ADDRESS ON FILE
SCOTT MCOMBER	ADDRESS ON FILE
SEAN P. SNEGIREV	ADDRESS ON FILE
SETH STEARNS	ADDRESS ON FILE
SEWARD & KISSEL, LLP	ONE BATTERY PARK PLAZA NEW YORK NY 10004
SHEARMAN & STERLING LLP	599 LEXINGTON AVE NEW YORK NY 10022
SHELL FLEET PLUS PROCESSING CENTER	PO BOX 9001015 LOUISVILLE KY 40290-1015
SHELTON, GRANT	ADDRESS ON FILE
SHERIDAN, JOHN W.	ADDRESS ON FILE
SHERIDAN, JOHN W.	ADDRESS ON FILE
SIERRA ENVIRONMENTAL MONITOR	1135 FINANCIAL BLVD RENO NV 89502
SIERRA PARTNERS LLC	165 N GILPIN ST DENVER CO 80218-4011
SIGNS BY TOMORROW	3595 AIRWAY DR, STE 403 RENO NV 89511
SIMPLEXGRINNELL LP	DEPT CH 10320 PALATINE IL 60055-0320
SKURSKI, MIKE	6784 OLYMPUS DRIVE EVERGREEN CO 80439
SLATER SEEDING	P.O. BOX 817 ELKO NV 89803
SLAYBAUGH, KIP R.	ADDRESS ON FILE
SME	12999 E ADAM AIRCRAFT CIRCLE ENGLEWOOD CO 80112
SME- COLORADO MPD	C/O GILL PORTER EVERGREEN CO 80437
SME-COLORADO SECTION	C/O WILLIAM R WILSON TREASURER-SME CO ARVADA CO 80005-1257
SMITH FINANCIAL CONSULTING INC.	2788 E JAMISON AVE CENTENNIAL CO 80122
SMITH, RACHEL	2788 E JAMISON AVE CENTENNIAL CO 80122
SMITH, RONALD J.	ADDRESS ON FILE
SNEGIREV, SEAN P.	ADDRESS ON FILE
SNELL-LABSON, REBECCA	ADDRESS ON FILE
SOFTCHOICE CORPORATION	173 DUFFERIN STREET, SUITE 200 TORONTO ON M6K 3H7 CANADA
SOLIDUS RESOURCES, LLC	TRANSFEROR: BARRICK GOLD EXPLORATION INC ATTN: R. WELLS-WATERTON GLOBAL RES MGMT 199 BAY STREET, SUITE 5050 TORONTO ON M5L 1E2 CANADA
SOLUTIONS II, INC.	8822 S. RIDGELINE BLVD #205 LITTLETON CO 80129
SOUTHCOTT, JAMES	ADDRESS ON FILE
SOUTHWEST ENERGY, LLC	ATTN: JENINE DALRYMPLE 2040 WEST GARDNER LANE TUCSON AZ 85705
SPATIAL DIMENSION CANADA INC.	#301 - 221 WEST ESPLANADE NORTH VANCOUVER BC V7M 3J3 CANADA
SPECIALTY INCENTIVES INC	5475 E EVANS AVE DENVER CO 80222
SPHR TALENT CONSULTING	1856 LAXALT WAY ELKO NV 89801
SRK ENGINEERING	1125 17TH ST STE 600 DENVER CO 80202-2052
STANDARD & POOR'S FINANCIAL SERVICES	2542 COLLECTION CENTER DRIVE CHICAGO IL 60693

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Claim Name	Address Information
STANTEC CONSULTING SERVICES INC	3995 S 700 E STE 300 MURRAY UT 84107-2540
STAPLES CONTRACT & COMMERCIAL INC (.COM)	P.O. BOX 414524 BOSTON MA 02241-4524
STAPLES CORPORATE ACCOUNTS (CREDIT CARD)	PO BOX 9001036 LOUISVILLE KY 40290-1036
STATE FIRE DC SPECIALISTS, LLC	5370 EAST IDAHO ST ELKO NV 89801
STATE OF CALIFORNIA	P.O. BOX 942857 SACRAMENTO CA 94257-0540
STATE OF NEVAD FIRE MARSHALL	101 N CARSON STREET STE 5 CARSON CITY NV 89701
STEARNS, SETH	ADDRESS ON FILE
STELLAR RECRUITMENT LLC	1600 STOUT ST, STE 1350 DENVER CO 80202
STERLING CRANE LLC	9351 GRANT STREET SUITE 250 THORNTON CO 80229
STEWART TITLE OF ELKO	810 IDAHO ST ELKO NV 89801
STIKEMAN ELLIOT LLP	C/O MILLER THOMPSON 840 HOWE ST, STE 1000 VANCOUVER BC V6Z 2M1 CANADA
STIKEMAN ELLIOTT LLP	C/O MILLER THOMPSON 840 HOWE ST, STE 1000 VANCOUVER BC V6Z 2M1 CANADA
STINE CONSULTING LLC.	P.O. BOX 500 SILVERTHORNE CO 80498
STOEBERL, RANDALL	DBA RS GOLD LLC 331 FAIRGROVE DRIVE SPRING CREEK NV 89515
STONE CONSULTING, LLC	P.O. BOX 500 SILVERTHORNE CO 80498
STOR-ALL (WINNEMUCCA)	3395 WEST T QUARTER CIR WINNEMUCCA NV 89445
STORAGE DEPOT	BOX 1246 TONOPAH NV 89049
STREETS, ERIN	22130 E COSTILLA DR AURORA CO 80016-3601
STRETCHCO FABRICATION	P.O. BOX 792 TONOPAH NV 89049
STRUHSACKER, DEBRA	3610 BIG BEND LN RENO NV 89509
SUBURBAN PROPANE	2874 S CHERRY AVENUE FRESNO CA 93706
SUNBELT RENTALS INC.	1450 HOWELL MILL RD NW ATLANTA GA 30384
SUNBELT RENTALS INC.	1450 HOWELL MILL ROAD NW ATLANTA GA 30318
SUNBELT RENTALS INC.	48 NORTH 1330 WEST OREM UT 84057-4483
SUUBAM, JAMES B.	ADDRESS ON FILE
SVL ANALYTICAL INC.	ONE GOVERNMENT GULCH KELLOGG ID 83837
SWCA ENVIRONMENTAL CONSULTANTS	ATTN: DAVID STEED 257 EAST 200 SOUTH, SUITE 200 SALT LAKE CITY UT 84111
SWCA ENVIRONMENTAL CONSULTING	4320 WINFIELD ROAD, SUITE 200 WARRENVILLE IL 60555
SWCA ENVIRONMENTAL CONSULTING	ATTN: BEN GADDIS P.O. BOX 92170 ELK GROVE IL 60009
SYNCBASE INC	85 CURLEW DR, STE 103 TORONTO ON M3A 2P8 CANADA
T & T EXPLORATION LLC	P.O. BOX 6945 INCLINE VILLAGE NV 89452
TCG GLOBAL, LLC	8310 S. VALLEY HWY, SUITE 285 ENGLEWOOD CO 80112
TCG GLOBAL, LLC	14014 E DAVIES AVE SUITE B CENTENNIAL CO 80112
TD CANADA TRUST	1933 WILLINGDON AVENUE BURNABY BC V5C 5J3 CANADA
TD SECURITIES INC.	P.O. BOX 10052 VANCOUVER BC V7Y 1B6 CANADA
TERRA SOURCE SOFTWARE	210 S ROCK RENO NV 89502
TETRA TECH	P.O. BOX 911678 DENVER CO 80291-1678
TETRA TECH, INC.	ATTN: HENRY SAUER 350 INDIANA STREET, SUITE 500 GOLDEN CO 80401
TEW, STEVEN	11712 N WOODLEAF LN HIGHLAND UT 84003-5644
TGC HOLDINGS, LTD.	C/O TODD HILDITCH #2390 - 1055 W. HASTINGS ST. VANCOUVER BC V6E 2E9 CANADA
THE BANK OF NEW YORK MELLON	CORPORATE TRUST DEPARTMENT PITTSBURGH PA 15251-9013
THE GREEK-RADIO SHACK	570 AULTMAN ST ELY NV 89301
THE HARVARD INVESTORS GROUP	C/O DAN KILLIAN 215 EAST SADDLE RIVER ROAD SADDLE RIVER NJ 07458
THE HERTZ CORPORATION	COMMERCIAL BILLING DEPT 1124 DALLAS TX 75312-1124
THE MINING RECORD	P.O. BOX 1630 CASTLE ROCK CO 80104
THE POINT AT INVERNESS	4643 SOUTH ULSTER ST., STE. 1500 DENVER CO 80237
THE SERTOMA CLUB OF LITTLETON	P.O. BOX 677 LITTLETON CO 80160

SERVICE LIST

Claim Name	Address Information
THE WALL STREET JOURNAL	200 BURNETT RD CHICOPEE MA 01020
THE WINDWARD AGENCY	1115 COLVILLE RD CHARLOTTE NC 28207
THOLL FENCE INC	P.O. BOX 855 SPARKS NV 89432
THOMAS PETROLEUM	9701 US HWY 59N VICTORIA TX 77905
THOMAS PETROLEUM	P.O. BOX 1876 VICTORIA TX 77902
THOMAS W. ROBISON	ADDRESS ON FILE
TJ COMMUNICATIONS, INC.	DBA AIRCOMM 4840 S. 35TH ST. PHOENIX AZ 85040
TOBY J. VALDEZ	ADDRESS ON FILE
TONOPAH PUBLIC UTILITIES	102 BURRO AVENUE, P.O. BOX 151 TONOPAH NV 89049
TONOPAH TIMES-BONANZA	P.O. BOX 730 LAS VEGAS NV 89125-0730
TORRES, JOHNNY P.	ADDRESS ON FILE
TRC GLOBAL SOLUTIONS, INC.	1042 EAST JUNEAU AVENUE MILWAUKEE WI 53202-2820
TRIMBLE ASSOCIATES, INC.	8400 EAST CRESCENT PARKWAY, STE 600 GREENWOOD VILLAGE CO 80111
TRIPP ENTERPRISES, INC.	250 GREG STREET SPARKS NV 89431
TRUJILLO, SCOTT	P.O. BOX 857 MCGILL NV 89318
TRUJILLO, SCOTT G.	ADDRESS ON FILE
TSX INC.	130 KING STREET WEST TORONTO ON M5X 1J2 CANADA
TSX VENTURE EXCHANGE	SUITE 2700 - 650 WEST GEORGIA STREET VANCOUVER BC V6B 4N9 CANADA
TURNER, JANET	ADDRESS ON FILE
UNITED RENTALS INC.	100 FIRST STAMFORD PLACE SUITE 700 STAMFORD CT 06902
UNIVAR USA INC.	17411 NE UNION HILL RD REDMOND WA 98052
UNIVERSITY OF NEVADA, BOARD OF REGENTS	MACKAY SCHOOL OF EARTH SCIENCES RENO NV 89557-0173
UNIVERSITY OF NEVADA, RENO FOUNDATION	MAIL STOP 162 RENO NV 89557
UPS GROUND FREIGHT, INC.	P.O. BOX 1216 RICHMOND VA 23218
URS CORPORATION	6200 S QUEBEC ST STE 1 GREENWOOD VLG CO 80111-4733
US BANK NATIONAL ASSOCIATION	P.O. BOX 790428 ST LOUIS MO 63179
US BANK TRUST DEPARTMENT	60 LIVINGSTON AVE ST PAUL MN 55107-2292
USGS NATIONAL CENTER MS 270	ATTN: CURTIS HETTICH 3020 STATE UNIVERSITY DRIVE EAST SUITE 4004 SACRAMENTO CA 95819-6027
USGS-WESTERN ECOLOGICAL RESEARCH CENTER	ATTN: CURTIS HETTICH 3020 STATE UNIVERSITY DRIVE EAST MODOC HALL, SUITE 4004 SACRAMENTO CA 95819
UTAH STATE UNIVERSITY	2400 OLD MAIN HILL LOGAN UT 84322
VALDEZ, TOBY J.	ADDRESS ON FILE
VAN ECK ASSOC. CORP.	666 3RD AVE FL 8 NEW YORK NY 10017-4033
VEESART, STEVE	7695 BEAS VIEW DR WINNEMUCCA NV 89445
VERIZON WIRELESS	2 VERIZON PLACE ALPHARETTA GA 30004
VERIZON WIRELESS	P.O. BOX 660108 DALLAS TX 75266-0108
VERNON C. BICE	ADDRESS ON FILE
VIEWPOINT CONSULTING	P.O. BOX 219 VAIL CO 81658
VIEWPOINT SERVICES INC.	P.O. BOX 219 VAIL CO 81658
VIEWPOINT SERVICES INC.	PO BOX 5426 INCLINE VLG NV 89450-5426
VINTAGE FILINGS	JP MORGAN-LOCKBOX PROCESSING BROOKLYN NY 11245
VISION SERVICE PLAN	P.O. BOX 742788 LOS ANGELES CA 90074-2788
VISUAL CAPITALIST	#20 - 206 E 6TH AVE. VANCOUVER BC V5T 1J8 CANADA
VOGUE LAUNDRY & CLEANERS	175 5TH ST ELKO NV 89801
VT CONSTRUCTION	4750 COPPER SAGE ST LAS VEGAS NV 89115
VWR FUNDING, INC.	DBA ANACHEMIA MINING 100 MATSONFORD RD, BUILDING 1 STE 200 RADNOR PA 19087
WADE BOHRN	ADDRESS ON FILE
WALSH ENVIRONMENTAL SCIENTISTS	4888 PEARL CIR EAST BOULDER CO 80301

SERVICE LIST

Claim Name	Address Information
WALTRIP, DONNA	ADDRESS ON FILE
WASKIEWIC, HOLLY	ADDRESS ON FILE
WEDCO INC	P.O. BOX 1131 RENO NV 89504
WELLS FARGO N.A.	66 W. SPRINGER DRIVE HIGHLANDS RANCH CO 80129
WELLS, JAIME	ADDRESS ON FILE
WENDY BARRAGAN	ADDRESS ON FILE
WESTERN ENVIRONMENTAL TESTING LABORATORY	475 E GREG ST, #119 SPARKS NV 89431
WESTERN EXPLOSIVES SYSTEMS COMPANY	3135 S RICHMOND ST SALT LAKE CITY UT 84106-3053
WESTERN OILFIELDS SUPPLY CO.	DBA RAIN FOR RENT 5101 OFFICE PARK DRIVE, SUITE 100 BAKERSFIELD CA 93309
WESTERN PACIFIC RESOURCES (U.S.) CORP	1500 409 GRANVILLE ST VAN BC V6C1T2 CANADA
WESTRA, RYAN	17798 S. PLACITA DEL MAGO SAHUARITA AZ 85629
WESTSTATES PROPERTY MANAGEMENT CO.	P.O. BOX 2688 ELKO NV 89803
WHEELER MACHINERY CO.	P.O. BOX 413071 SALT LAKE CITY UT 84141
WHITE PINE CATTLEWOMEN'S ASSOCIATION	2355 OPAL DR ELY NV 89301
WHITE PINE CHAMBER OF COMMERCE	636 AULTMAN ST ELY NV 89301
WHITE PINE CHILDREN'S ART FESTIVAL	BRISTLECONE ARTS COUNCIL ELY NV 89315
WHITE PINE COUNTY BUILDING & PLANNING	801 CLARK ST, STE 5 ELY NV 89301
WHITE PINE COUNTY EMS	HC33 BOX 33447 ELY NV 89301
WHITE PINE COUNTY GOP	570 FIRST ST ELY NV 89301
WHITE PINE COUNTY HIGH SCHOOL	1800 BOBCAT DRIVE ELY NV 89301
WHITE PINE COUNTY LIBRARY	950 CAMPTON STREET ELY NV 89301
WHITE PINE COUNTY SCHOOL DISTRICT	1135 AVENUE C ELY NV 89301
WHITE PINE COUNTY SENIOR CENTER	1000 CAMPTON ELY NV 89301
WHITE PINE COUNTY SHERIFF'S OFFICE	297 11TH ST E STE 1 ELY NV 89301-2302
WHITE PINE COUNTY SOCIAL SERVICES	297 11TH ST E STE 7 ELY NV 89301-2302
WHITE PINE COUNTY SUMMER READING	950 CAMPTON ELY NV 89301
WHITE PINE COUNTY TOURISM & RECREATION	150 SIXTH STREET ELY NV 89301
WHITE PINE FIRE EXTINGUISHERS	415 ELY AVE ELY NV 89301
WHITE PINE GLASS INC	710 AVE M ELY NV 89301
WIGGLESWORTH, BRAD	7245 JACKSON RD WINNEMUCCA NV 89445
WILBOURN, JAMES C.	ADDRESS ON FILE
WILLIAM M. ZISCH	ADDRESS ON FILE
WILLIAMS, HENRY THOMAS	ADDRESS ON FILE
WILLIE E. AMES	ADDRESS ON FILE
WILSON BATES FURNITURE	349 AULTMAN ST ELY NV 89301
WILSON, ISAIAH	1031 NORTH 11TH ST. DURANT OK 74701
WILSON, JACOB	ADDRESS ON FILE
WINDWARD GLOBAL	1115 COLVILLE RD CHARLOTTE NC 28207
WIRE TO WIRE INC	800 E 64TH AVE, STE 10 DENVER CO 80229
WOLCOTT LLC	729 BOOKCLIFF AVENUE GRAND JUNCTION CO 81501
WOLFUS, DANIEL E.	1045 MANDALAY BEACH ROAD OXNARD CA 93035
WOMEN'S MINING COALITION	P.O. BOX 10101 RENO NV 89510
WOODMOOR GROUP INC	P.O. BOX 2938 MONUMENT CO 80132
WORLD AT WORK	14040 N NORTHSIGHT BLVD SCOTTSDALE AZ 85260-3601
WP CO-ED SOFTBALL ASSOCIATION	1144 BELL AVE ELY NV 89301
WPC FIRE DISTRICT	P.O. BOX 1317 MCGILL NV 89318
YANKE MACHINE SHOP INC	P.O. BOX 5405 BOISE ID 83705
ZOUTOMOU, EDOUARD K.	ADDRESS ON FILE

Claim Name

Address Information

Total Creditor count 906

Exhibit 16

SERVICE LIST

Claim Name	Address Information
ALTERNATIVE MAINTENANCE SOLUTIONS LLC	C/O WILSON BARROWS SALYER JONES ATTN: ROBERT M. SALYER 442 COURT STREET ELKO NV 89801
ASPEN AMERICAN INSURANCE CO.	C/O US SURETY ATTN: KEVIN W. GILLEN, SENIOR VP / AGC 175 CAPITAL BOULEVARD, SUITE 100 ROCKY HILL CT 06067
BRYAN CAVE, LLP	1700 LINCOLN ST. SUITE 4100 DENVER CO 80203
COMMONWEALTH BANK OF AUSTRALIA	LUSKIN STERN & EISLER LLP ATTN: RICHARD STERN & ALEX TALESNICK ELEVEN TIMES SQUARE NEW YORK NY 10036
DEPARTMENT OF THE TREASURY - IRS	NOAH GARY, BANKRUPTCY SPECIALIST INTERNAL REVENUE SERVICE 1999 BROADWAY M/S 5012DEN DENVER CO 80202-3025
DEPARTMENT OF THE TREASURY - IRS	INTERNAL REVENUE SERVICE ATTN: NOAH GARY 1999 BROADWAY M/S 5012DEN DENVER CO 80202-3025
ENTRIX, INC. D/B/A CARDNO ENTRIX	10004 PARK MEADOWS DR. SUITE 300 LONE TREE CO 80124
EPC SERVICES COMPANY	KIM CHAMPNEY 3521 GABEL ROAD BILLINGS MT 59102
EXP2 LLC	C/O MUFG FUND SVCS (BERMUDA) GROUP LTD ATTN: JENNY KANE / PAUL COUGHLAN THE BELVEDERE BUILDING 69 PITTS BAY ROAD PEMBROKE HM08 BERMUDA
FERGUSON ENTERPRISES INC.	C/O GIBBS GIDEN LOCHER TURNER 1140 N TOWN CENTER DR STE 300 LAS VEGAS NV 89144-0596
GUSTAVSON ASSOCIATES LLC	EDWIN MORITZ 5757 CENTRAL AVE., STE. D BOULDER CO 80301
KG MINING (BALD MOUNTAIN) INC.	KG MINING (BALD MOUNTAIN) INC. ATTN: GENERAL COUNSEL 5075 S. SYRACUSE STREET, SUITE 800 DENVER CO 80237
MF2, LLC	C/O ORION RESOURCE PARTNERS (USA) LP ATTN: LIMOR NISSAN, GC 1211 AVENUE OF THE AMERICAS NEW YORK NY 10036
ORION ROYALTY COMPANY, LLC	C/O ORION RESOURCES PARTNERS (USA) LP ATTN: LIMOR NISSAN, GC 1211 AVENUE OF THE AMERICAS NEW YORK NY 10036
SCHMIDT FAMILY MINING PARTNERSHIP, LLC	KATZ, LOOK & ONORATO, P.C. 1120 LINCOLN ST., #1100 DENVER CO 80203
SOLIDUS RESOURCES, LLC	SIDLEY AUSTIN, LLP ATTN: JESSICA C.K. BOELTER ONE SOUTH DEARBORN CHICAGO IL 60603
SRK CONSULTING ENGINEERS	C/O SRK CONSULTING (U.S.), INC. ATTN: ROBERT W. KLUMPP 1125 17TH STREET, # 600 DENVER CO 80202
SURE STEEL, INC.	MARK CARTER 7528 S. CORNIA DRIVE SOUTH WEBER UT 84405
SURE STEEL, INC.	7528 S. CORNIA DR. SOUTH WEBER UT 84405

Total Creditor count 19
